Thu, 03/27/2025 10:54:36 AM SERB

1075-01
25-MED-01-0002
45413

PATRICK HENRY LOCAL SCHOOL DISTRICT

NEGOTIATIONS AGREEMENT

between the

Patrick Henry Local Board of Education

and the

Patrick Henry Education Association

July 1, 2025 - June 30, 2028

PATRICK HENRY BOARD OF EDUCATION

Mark Vennekotter, President
Eric Bostelman, Vice President
Konnie Meyer
Mike Knueven
Thomas Taylor

ADMINISTRATION

Josh Biederstedt, Superintendent

PATRICK HENRY EDUCATION ASSOCIATION

Jason Gubernath, Co-President
Colton Relyea, Co-President

TABLE OF CONTENTS

ARTICLE I RECOGNITION – PROFESSIONAL NEGOTIATIONS AGREEMENT

A. Recognition 1
B. Elections 1
C. Scope of Negotiations 1
D. Statement of Principal 1
E. Procedures 2
1. Requests for Negotiations 2
2. Representatives 2
3. Assistance 2
4. Information 2
5. Recesses 2
6. Protocol 2
7. Item Agreement 3
8. Schedule of Meetings 3
9. Observers 3
F. Length of Negotiations 3
G. Agreement 3
H. Impasse 3
I. General 4

ARTICLE II GRIEVANCE PROCEDURE

Purpose and Objectives 5
Definitions 5
Level 1 – Principal 5
Level II – Superintendent 6
Level III – Arbitration 6
General Provisions 6

ARTICLE III TEACHER CONTRACTS

A. Contracts – Limited and Continuing 8
B. Termination/Nonrenewal of Contract 9
C. Reduction in Force 9
1. Staff Reductions 9
2. Attrition 9
3. Reduction Other Than by Attrition 10
4. Notification of Reduction in Force 10
5. Seniority and Certification 10
6. Recall 11

ARTICLE IV TEACHER EVALUATION

A. Classroom Evaluation 13
B. Definitions 13
C. Evaluators 15
D. Evaluation Process 15
E. Application 16
F. Training 17
G. Intent to Non-Renew 17
H. Criteria for Performance Assessment 17

I. Walkthroughs....18
J. Improvement Plan....18
K. Finalization of Report....19
L. Due Process....19
M. Personnel Action Requirements....20

ARTICLE V PERSONNEL FILES
A. Personnel Files....21
B. Compliant Procedure....22

ARTICLE VI ASSIGNMENT, TRANSFERS, AND VACANCIES....23

ARTICLE VII ABSENCES AND LEAVES
A. Sick Leave....25
B. Sick Leave Bank....26
C. Family and Medical Leave Act....27
D. Professional Leave....27
E. Personal Leave....28
F. Parental Leave....29
G. Medical Leave....29
H. Jury Duty and Legal Obligations....29
I. Educational Leave....30
J. Assault Leave....30
K. General Provisions....31

ARTICLE VIII COMPENSATION AND FRINGE BENEFITS
A. Regular Salary Schedule....32
B. Salary Schedule Placement....32
C. Return to Duty of Retired Teachers....33
D. Advancement on Salary – Additional Training....34
E. Extra Curricular Salary Schedule....34
F. Payroll Practices....35
G. Mileage Reimbursement....35
H. Severance Pay (Unused Sick Leave)....36
I. Extended Service Contracts....37
J. National Board Certification Pay....37
K. Fringe Benefits....37
1. Health Insurance....37
2. Life Insurance....38
3. Conference Pay....38
4. STRS....38
5. Retirement Incentive....39
6. Dental Insurance....40
7. General Provisions....40
8. Tuition Reimbursement....40
9. Optical Insurance....41
L. Pay Schedules....41

ARTICLE IX TEACHER RIGHTS & RESPONSIBLITIES & WORKING CONDITIONS
A. Academic Freedom....42
B. Teacher Protection and Support....42

C. Instructional Arrangements/Grouping 42
D. Instructional Materials 43
E. Inclusion 43
F. Lesson Plans 43
G. Work Year 44
H. Inservice Education 44
I. School Calendar 44
J. Hours 44
K. Planning and Conference Time 45
L. Teacher Meetings 45
M. Duty Free Time 45
N. Telephones 45
O. Principal Absence 45
P. Procedure for Teacher Tardiness 46
Q. Employee Disciplinary Code 46
R. Activity Pass 47

ARTICLE X ASSOCIATION RIGHTS 48

ARTICLE XI FAIR SHARE FEE/MEMBERSHIP
A. Payroll Deduction of Fair Share Fee 50
B. Notification of the Amount of Fair Share Fee (as permitted by law) 50
C. Schedule of Fair Share Deductions 50
D. Transmittal of Deductions 51
E. Indemnification 51

ARTICLE XII HOLDING OF CERTIFICATION 52

ARTICLE XIII SEVERABILITY AND DURATION
A. Severability 53
B. Entire Agreement Clause 53
C. No Stike Pledge 53
D. Duration 53

APPENDICES
Appendix A Dental Expenses 54
Appendix A.1 Dental Base Plan Benefits 55
Appendix B Certified Salary Schedule 2025-2026 56
Certified Salary Schedule 2026-2027 57
Certified Salary Schedule 2027-2028 58
Appendix C Extra Curricular Salary Schedule 59
Appendix D Teacher Appraisal Form 61
Appendix E Local Professional Development Committee (LPDC) 63
Appendix F Resident Educator Mentor 65
Appendix G Patrick Henry Schools Mileage Chart 66

Evaluation Tools
Appendix H Performance Evaluation Rubric 68-74
Appendix I Professional Growth Plan 75
Appendix J Teacher Holistic Evaluation Scoring Rubric 76-78

Appendix K	Teacher Focused Evaluation Scoring Rubric	79-80
Appendix L	Walkthrough Report	81
Appendix M	Less Frequent Observation Form	82-83
Appendix N	Ohio School Counselor Eval Rubric and Observation Form	84-90
Appendix O	OSCES Final Holistic Rating	91
Appendix P	Ohio Teacher Evaluation Improvement Plan	92-94
Appendix Q	Teacher Final Holistic Rating Form	95
	Memorandum of Understandings (MOU)	
Appendix R	Behavioral Leadership Coaching Stipend MOU	96-97
Appendix S	Ratification Stipend MOU	98

ARTICLE I
RECOGNITION - PROFESSIONAL NEGOTIATIONS AGREEMENT

A. RECOGNITION

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

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

B. ELECTIONS

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

C. SCOPE OF NEGOTIATIONS

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

D. STATEMENT OF PRINCIPLE

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

E. PROCEDURES

1. Requests for Negotiations

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

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

2. Representatives

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

3. Assistance

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

4. Information

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

5. Recesses

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

6. Protocol

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

7. Item Agreement

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

8. Schedule of Meetings

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

9. Observers

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

F. LENGTH OF NEGOTIATIONS

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

G. AGREEMENT

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

H. IMPASSE PROCEDURE

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

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

the Federal Mediation & Conciliation Service and request the services of a mediator.

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

Except by mutual consent, the selection and mediation process shall not extend for more than thirty calendar days from the date of declaration of impasse. The parties shall be permitted to postpone or extend the mediation process by not more than fifteen (15) days and shall not extend beyond the expiration of this Agreement except by written agreement of the parties prior to such expiration. All such extensions shall be for a specified period of time.

Up to three (3) teachers designated by the Association shall be provided release time to be present in the Association's behalf for mediation.

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

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

I. GENERAL

1. Executive Sessions

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

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

2. Final Form

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

ARTICLE II
GRIEVANCE PROCEDURE

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

PURPOSE AND OBJECTIVES

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

DEFINITIONS

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

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

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

LEVEL I - PRINCIPAL

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

If the informal discussion does not resolve the grievance to the satisfaction of the grievant, the grievant shall formalize the grievance by filing a written grievance report form with the principal. The written grievance shall state the grievant's name, job title, the facts surrounding the alleged grievance, and the contract provisions allegedly violated. A meeting involving the grievant, Principal, and representatives of the two parties, if desired, shall be held within ten (10) days of submission of the grievance report form. If the informal level was conducted with the Superintendent, then filing of the grievance and all steps thereafter shall commence at the Superintendent level.

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

LEVEL II - SUPERINTENDENT

If the aggrieved is not satisfied with the suggestions for resolution received in Level I, he may within ten (10) days of receipt of such written response, submit his written grievance to the Superintendent and request a meeting to discuss the grievance.

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

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

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

LEVEL III- ARBITRATION

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

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

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

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

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

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

GENERAL PROVISIONS

1. An individual grievance shall be initiated by the person so aggrieved.

2. A group grievance may be initiated by the Association on an alleged violation that affects two (2) or more teachers.

3. A grievance shall be reduced to writing and include:

   a. grievant's name
   b. job title
   c. facts surrounding grievance
   d. the alleged violation
   e. relief sought.
   f. date of initiating procedure.

4. Counsel of choice may be used by all or any party involved in the grievance procedure at all levels. If counsel for the teacher is an organizational counsel, it shall be only official representatives of the recognized teacher organization.

5. Time limits given shall be considered as maximum unless otherwise extended by mutual written agreement by the parties involved.

6. Failure of the aggrieved to proceed within the specified time limits to the next level of the procedure shall mean the grievance has been resolved by the recommendations stated in the previous level. Failure of the administration to follow the specific time limits to answer shall mean the grievance is sustained.

7. Meetings and hearings under the grievance procedure shall be conducted at a time and place that will afford a reasonable opportunity for the grievant and necessary witnesses to be present.

8. A grievant must file his/her written grievance within twenty (20) days after the occurrence (or the date when the grievant should have had knowledge of the occurrence) of the action or condition which is the basis for said grievance. If the grievant fails to file his/her grievance within said time, the grievant will have waived his/her right to file a grievance on that occurrence.

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

ARTICLE III

TEACHER CONTRACTS

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

Limited Contracts

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

1. Upon initial employment, a one year contract shall be issued by the Board.

2. After two years of successful teaching in the Patrick Henry Local Schools, a two year contract may be recommended.

3. After three years of successful teaching in the Patrick Henry Local Schools, a two year contract will be recommended.

4. After completion of a two year contract, a contract will be issued by the Board and thereafter shall be for three years unless: a) the teacher requests a one or two year contract in which case the teacher's request shall be honored. b) the administration deems it necessary to issue a one-year contract at which time the administration will meet with the teacher to discuss reasons for a one year contract consistent with the teacher's evaluation. The teacher shall have the right to be represented at this meeting.

Continuing Contracts

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

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

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

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

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

B. TERMINATION/NONRENEWAL OF CONTRACT

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

1. The provisions of Section 3319.11 and Section 3319.111 of the Ohio Revised Code shall apply.

2. Any teacher being considered for a disciplinary action and/or reprimand and/or non-renewal shall be entitled to a meeting. Said meeting shall include the affected teacher and Superintendent or the Superintendent's designee with representatives of their choosing.

C. REDUCTION IN FORCE

1. Staff Reductions

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

2. Attrition

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

3. Reduction Other Than by Attrition

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

Layoffs shall be on the basis of certification, comparable evaluations based on the last three (3) evaluation cycles if available, last hired first to be laid off. However, no teacher on continuing contract status shall be laid off, regardless of seniority, until all teachers on limited contract in the affected area of certification have been laid off.

4. Notification of Reduction in Force

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

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

5. Seniority and Certification

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

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

a. The date of the Board meeting in which the teacher was hired; and then by

b. For seniority purposes the date the employee emailed the principal and/or superintendent to accept the position being offered; and then by

c. An agreed upon method of chance in which all affected parties have an equal opportunity.

Length of continuous service will not be interrupted or affected by authorized leaves of absence or layoff under the provisions of this contract. However, once an individual's name is removed from the recall list pursuant to 6b. or 6d. below, that person's seniority within the system is broken.

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

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

A person on sick leave does accrue seniority.

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

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

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

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

6. Recall

   a. Teachers on the Reduction in Force list shall be returned to active employment to fill vacancies in reverse order of reduction for any position that becomes available for which they are certified before any permanent teacher full, part-time, or substitute is hired.

   b. In the event a vacancy(ies) in their certificated area becomes available, the Board shall recall the teacher to active employment by giving written notice to the teacher. The written notice shall be sent to the teacher by registered or certified letter addressed to the teacher's last known address. It shall be the responsibility of each teacher to notify the Board of any change in address. Unless the teacher responds within two weeks of the posting of the letter, it is assumed that the position is rejected. Upon the second rejection, the teacher's name will be removed from the recall list.

   c. A teacher on the Reduction in Force list shall, upon acceptance of the notification to resume active employment status, return to active employment status with the same seniority, accumulation of sick leave and salary schedule placement as said teacher enjoyed at the time of layoff.

d. A teacher's name with a limited contract shall remain on the Reduction in Force list for two (2) school years until July 10 following the date he/she is first placed on the list. Continuing contract teachers may remain on the recall list until they refuse a position for which they are qualified.

e. Internal posting of a vacancy shall be implemented first in accordance with Article VI, Section B of this agreement. Recall positions will be considered after the internal process is completed or no other internal applicant has proper licensure.

ARTICLE IV
TEACHER EVALUATION

A. CLASSROOM EVALUATION

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

B. DEFINITIONS

1. Ohio Teacher Evaluation System (OTES 2.0): The teacher evaluation system that is codified under section 3319.111 and 3319.112 of the Ohio Revised Code.

2. Ohio School Counselor Evaluation System (OSCES): The counselor evaluation system that is codified under section 3319.113 of the Ohio Revised Code.

3. Evaluation Framework: As established by the State Board of Education, 3319.113 and 3319.112 in accordance with section 3319.111(A) of the Ohio Revised Code that establishes the standards-based framework for the evaluation of teachers.

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

5. Evaluation Factors: The walkthrough(s), observation(s), evidence, and other components required by Ohio Rev. Code to be used in the teacher evaluation procedure.

6. Teacher Performance: The assessment of a teacher's performance, resulting in a performance rating. As an evaluation factor, the teacher performance dimension is based on direct observations, walkthroughs, and teacher evaluation portfolio (if presented) that are performed by a credentialed evaluator. Teacher performance results are reported as a teacher performance ratings of Accomplished, Skilled, Developing, and Ineffective.

7. High Quality Student Data (HQSD): Quantitative information, derived from instrument(s) rigorously reviewed and approved by locally determined education

experts, which provides evidence of student learning that can be directly attributed to the teacher being evaluated. HQSD may be used as evidence in any component of the evaluation related to the following:

a. Knowledge of the students to whom the teacher provides instruction.
b. The teacher's use of differentiated instructional practices based on the needs or abilities of individual students.
c. Assessment of student learning.
d. The teacher's use of assessment data.
e. Professional responsibility and growth.

8. Evaluation Rating: The final, summative evaluation level that is assigned to a teacher based on evaluations that are conducted pursuant to the terms of this agreement. The evaluation rating is assigned at the conclusion of the evaluation cycle. The completed evaluation rating will result in the assignment of a teacher to one of the following evaluation ratings: Accomplished, Skilled, Developing or Ineffective. If evaluation ratings change, based on DEW (Department of Education and Workforce) requirements, the district and PHEA will meet to address language.

9. Evaluation Instrument: The process and forms used by the teacher's evaluator. The evaluation tools are located in Appendix H/N of this agreement. Any new forms must be ratified before implementation.

10. Professional Growth Plan: A written, self-directed or jointly developed between the teacher and evaluator, designed for the sole purpose of continuing teacher growth focused on an area identified in teacher's observation and/or evaluation. The PGP intended to be one academic year in duration.

11. Ohio Teacher and Principal Evaluation Systems (eTPES): The method used by the District to electronically report to DEW aggregate final, summative counselor evaluation ratings.

12. Ohio Evaluation System (OhioES): The electronic system used by the District to report aggregate, summative teacher evaluation ratings to the DEW.

13. Poorly Performing Teacher: 1) A teacher who is assigned an evaluation rating of ineffective for three (3) consecutive years so long as the teacher has been in the same position for those 3 years.

14. Teacher(s) of Record:

    a. Is/Are responsible for assigning the grade to the student
    b. Is/Are required to have the proper credentials to teach the particular subject for which he/she has been designated "teacher(s) of record(s)"
    c. Is/Are responsible for a significant portion of a student's instructional time within a given subject or course:
        1. Minimum a 51% co-teaching;
        2. Minimum of 31% team teaching (classroom teacher(s));
        3. Minimum of 31% interventionist(s) (example: Title One and special education)

15. Linkage: The process of connecting the teacher(s) of record [based upon above definition] to a student's and/or defined group of student's achievement scores.

C. EVALUATORS

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

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

2. The evaluator shall not be a bargaining unit member.

3. In the event an employee performs work under the supervision of more than one credentialed evaluator, a credentialed evaluator will be designated within ten (10) days following the beginning of the school year. The teacher will be notified in writing of this determination.

D. EVALUATION PROCESS

1. All evaluations will be completed by May 1 of each year and each teacher will receive the written evaluation report of his or her evaluation no later than May 10.

2. The credentialed evaluating administrator will perform two (2) observations no less than 30 minutes and no more than a full class period each in length to support the written evaluation.

3. The evaluation rating of teacher performance will be based on the evaluator's observation of the classroom (via formal observations and walkthroughs) and evidence from the teacher's portfolio if presented by teacher.

4. The Formative Assessment including the OTES/OSCES Rubric found in Appendix H/N shall include a pre-observation in-person conference between the teacher and the evaluating administrator. This will take place no more than two (2) school days prior to the first observation. Performance goals will be reduced to writing and be included on the professional growth plan in Appendix I. The professional growth plan will be due by October 1 of each year. Teachers on an improvement plan will not be required to provide a professional growth plan.

5. The Formative Assessment including the OTES/OSCES Rubric found in Appendix H/N shall include a post-observation in-person conference within five (5) school days and will take place between the teacher and the evaluating administrator after each observation at which time the administrator will review the observation.

6. At each post observation conference, teachers will receive a written report.

7. The written summative evaluation is to be completed within ten (10) working days following the final observation, unless an extension is mutually agreed upon by both parties. Teachers will be provided the evaluation report prepared by their credentialed evaluator and will have a summative conference to discuss said report.

8. Observations shall be conducted only on a day when normal classroom procedures can be expected – not on the day before or after a vacation or the day after an illness.

9. The teachers will be granted at least one month to improve prior to the next observation. If after the second formal observation, a teacher's performance is found deficient to the extent that adverse personnel action may result, an additional observation shall be conducted.

10. Should a teacher desire an additional observation by a properly qualified credentialed evaluator other than his/her immediate supervisor, the request should be made to the Superintendent of Schools. The Superintendent will assign another qualified credentialed evaluator from the qualifying list.

11. Counselors will use the Student Metric for Counselors to demonstrate a positive student outcome.

E. APPLICATION

1. The teacher evaluation procedure contained in this agreement applies to the following employees of the District.

    a. Teachers working under a license issued under sections 3319.22, 3319.26, 3319.222 or 3319.226 of the Ohio Revised Code who spend at least fifty (50) percent of their time providing student instruction.

b. Teachers working under a permanent certificate issued under section 3319.222 of the Ohio Revised Code as it existed prior to September 2003 who spend at least fifty (50) percent of their time providing student instruction.

c. Teachers working under a permanent certificate issued under section 3319.222 of the Ohio Revised Code as it existed prior to September 2006 who spend at least fifty (50) percent of their time providing student instruction.

d. Teachers working under a permit issued under 3319.301 of the Ohio Revised Code who spend at least fifty (50) percent of their time providing student instruction.

2. Teachers who do not fit the above categories will remain on the 2006-2009 evaluation tool. Teachers who qualify for OTES/OSCES but will be retiring will not be evaluated provided the teacher has submitted notice of retirement and that notice has been accepted by the board not later than in the first day of December of the school year in which the evaluation is otherwise scheduled to be conducted. Teachers who qualify for OTES/OSCES but will be on leave 50% or more of the school year without receiving the required observation(s) prior to the leave, will receive a full OTES the following year regardless of rating.

F. TRAINING

1. Updates to written instructions and evaluation procedures on the purpose, mechanics and dimensions of the evaluation procedure shall be presented to the teachers not later than September 15 of each year, or in the case of a new teacher, not later than the first fifteen (15) days of school with the District.

G. INTENT TO NON-RENEW

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

H. CRITERIA FOR PERFORMANCE ASSESSMENT

1. Teachers shall be evaluated on his or her work performance based only on the OTES/OSCES rubric in Appendix H/N observations of the teacher by the teacher's assigned evaluator and the walkthroughs. All results and conclusions of performance assessments must be documented and supported by evidence.

2. In implementing performance assessments, the District shall conduct all assessments so as to observe the legal and constitutional rights of teachers, and no teacher performance information shall be collected by electronic devices without the consent of the teacher.

I. WALKTHROUGHS

1. A walkthrough shall be used for collecting evidence that specifically relates to one of the seven standards for teachers or six standards for counselors.

2. The walkthrough shall be at least two (2) minutes, but not more than six (6) consecutive minutes in duration.

3. Follow-up shall occur no later than two (2) work days after the walkthrough to provide feedback about the walkthrough. Recommendations to remediate deficiencies shall be given.

4. The teacher shall be provided a copy of the walkthrough notes.

5. No more than two (2) walkthroughs shall be conducted each semester unless otherwise requested by the teacher

J. IMPROVEMENT PLAN

1. A professional improvement plan is a clearly articulated assistance program for a teacher (See Improvement plan in Appendix P):

   a. Whose overall summative rating is ineffective.

2. All areas for improvement shall be addressed during the post-observation conferences.

3. All areas for improvement identified by the evaluator shall be compiled and reported in writing and a copy of the written report shall be provided to the teacher at the post-observation conference.

4. The evaluator involved shall make recommendations and otherwise assist the teacher for the purpose of improvement of identified areas.

5. The evaluator and teacher shall develop a professional improvement plan to address the identified areas for improvement and such plan shall be reduced to writing and provided to the teacher.

6. The improvement plan, as outlined in this section, shall detail:

   a. Performance issues documented as needing improvement;

   b. Specific performance expectations;

   c. The allocation of financial and other resources and assistance to be provided by the District to support professional development of the teacher;

d. Sufficient, specific timelines, not less than one month, as to allow for the improvement of identified deficiencies.

K. FINALIZATION OF REPORT

1. Completion of Evaluation Cycle

   a. The evaluation shall acknowledge the performance strengths of the teacher evaluated as well as performance areas for improvement, if any. The evaluator shall use data to support the conclusions reached in the final holistic evaluation report.

   b. The completed evaluation report shall be signed by the evaluator. The evaluation report will be presented to the teacher. The final holistic report will be placed in the personnel file.

   c. The teacher's signature cannot be construed as evidence that the teacher agrees with the contents of the evaluation report.

   d. The evaluation report shall be completed by May 10, signed by both parties, and sent to the Superintendent.

   e. The Board shall evaluate each teacher assigned an evaluation rating of "Accomplished" on the teacher's most recent evaluation conducted under this article once every three (3) school years.

   f. The Board shall evaluate each teacher assigned an evaluation rating of "Skilled" on the teacher's most recent evaluation conducted under this article once every two (2) school years.

   g. Less frequent observations conducted under e and f above shall be one observation followed by a conference. The less frequent observation form can be found under Appendix M.

2. Response to Evaluation

   a. The teacher shall have the right to make a written response to the evaluation and to have it attached to the evaluation report to be placed in the teacher's personnel file. A copy, signed by both parties, shall be provided to the teacher.

   b. No teacher will be required to sign a blank or incomplete form.

L. DUE PROCESS

1. A teacher shall be entitled to Union representation at any conference held during this procedure in which the teacher will be advised of an impending adverse personnel action.

2. Failure by the District to adhere to any timeline or condition established in this agreement shall render the summative rating evaluation "skilled."

3. This evaluation process is subject to the grievance procedure Article II of this Master Contract.

M. PERSONNEL ACTION REQUIREMENTS

1. The evaluation procedure contained in this agreement shall not be used in any decision concerning the retention, promotion, removal, reduction or recall of any teacher until three (3) years of data have been collected.

2. An evaluation cycle shall not be completed until the teacher has been provided a written report of the results of the evaluation but no later than May 10.

3. In the event there is a change in the teacher's assignment or transfer the same year as a required full OTES, the teacher will be assigned no less than the minimum rating of "skilled" following the year of transfer or change. Ratings for teachers not on a full OTES will not be altered.

ARTICLE V
PERSONNEL FILES

A. PERSONNEL FILES

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

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

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

      1) Any post employment materials in a teacher's personnel file may be reviewed by the teacher at a mutually agreed upon time.

      2) The teacher shall receive upon request copies of any material in the file at the requesting party's expense (prevailing copy expenses would be incurred) if more than one copy per year is requested.

      3) Anonymous letters or reports shall not be included in any evaluation nor placed in the teacher's personnel file.

      4) Letters received from parents and other non-professionals regarding a teacher shall be reviewed by the Principal and the staff member involved.

      5) A teacher may send a reply regarding any written evaluation to the appropriate administrator. Such reply will be attached to the original evaluation.

      6) All entries into the personnel file shall be dated as to entry.

      7) Prior to placement in his or her personnel file, a teacher shall be entitled to review any material which may be considered critical or other than complimentary of the conduct or performance of the staff member. Such staff member will have the opportunity to appeal the placement of any such material placed in the personnel file. The staff member shall acknowledge that he/she has read the material by affixing his/her signature and date to the copy to be filed. If the staff member refuses to sign, such refusal shall be noted on the material and it may be filed. Signature of a staff member shall not indicate agreement with the content

of the material, but indicates only that the material has been inspected by the staff member. The staff member shall also have the opportunity to have present at such review a representative of the teacher's choice. The teacher may respond in writing to such information and may have the response affixed to the information.

B. COMPLAINT PROCEDURE

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

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

1. If requested by the complainant or the professional staff member, a meeting involving the professional staff member, the Principal, and the complainant will be arranged at a mutually convenient time to discuss the complaint.

2. If the complaining party refuses to meet with the teacher, the Principal will meet with the teacher and inform the teacher of the nature of the complaint.

3. The complainant must be willing to be identified to the teacher for any action to take place.

4. If the Principal feels there is a basis for the complaint after meeting with the parent and teacher, he/she shall take whatever discretionary action he/she deems appropriate.

5. If it is not resolved through the action of the Principal, it may be appealed to the Superintendent.

6. If any action is taken, the teacher shall be given the opportunity to present a rebuttal and have it attached to the file copy.

7. The professional staff member shall have the right to a representative of his/her choosing at each step of this procedure.

ARTICLE VI
ASSIGNMENT, TRANSFERS, AND VACANCIES

A. The assignment of bargaining unit members and their transfers to positions in the various schools of the district shall be made by the Superintendent. Any teacher being involuntarily transferred will be placed only in an equivalent position i.e. on which, among other things, involves no reduction in total compensation nor impairment of tenure. Voluntary transfer will be requested prior to involuntary transfers being implemented in accordance with this Article. However, employees are not guaranteed a voluntary transfer. Nothing in this article prohibits management's right to make involuntary transfers other than specified below.

B. Vacancies shall be emailed to employees' school email account. During the school year vacancies shall be posted on a designated bulletin board in each district building. Vacancies shall be posted for a period of five (5) workdays internally prior to the position being posted externally or filled. If the vacancy occurs on or after August 1, said posting period may be waived with notification and approval of the PHEA President or designee. Said position shall not be filled within forty-eight hours of PHEA notification and approval. In determining the candidate for a vacant position, the Superintendent shall review transfer requests and building needs prior to the filling of the vacancy. Employees without email will contact treasurer's office prior to the end of the school year to provide an alternate contact method.

C. Said posting shall contain the following information:

1. Position available, including grade and subject
2. Location of position
3. Deadline for submission of application, and
4. Any additional pertinent information

D. In any given transfer the Superintendent will meet with the teacher to discuss the transfer and provide the teacher the opportunity to make his/her feelings known prior to the transfer being made.

E. An opening and/or vacancy is defined as a current or new teaching position that is or will become available on or before the beginning of the next school year. A position which opens during the school year may be filled on a temporary basis for the remainder of the school year.

F. A transfer shall be defined as follows:
1. Change from one building to another.
2. Change from one grade level to another.
3. Change in the majority of the teaching load from one department to another.

G. Bargaining unit members may apply for such positions by submitting a written statement or email to the Superintendent's office. For applicants from within the system where qualifications are substantially equal, the position shall be awarded on the basis of certification, comparable evaluations based on the last three (3) evaluation cycles if

available, greatest system seniority. This does not preclude the administration from hiring a more qualified individual from outside the system.

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

ARTICLE VII
ABSENCES AND LEAVES

A. SICK LEAVE

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

The unused portion of sick leave is subject to two hundred seventy-two (272) days accumulation. Certified employees without accumulated sick leave shall be advanced five (5) days for the remainder of the current contract year with the provision that such advanced sick leave may be recovered from final settlement with any employee who departs or terminates prior to the completion of the current contract year.

Sick leave bank days may not be used towards severance pay.

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

1. Personal illness including doctors appointments if every effort has been made to schedule the appointment outside of the regular school day.

2. Pregnancy – related illness and/or condition. Standard maternity leave is six (6) weeks beginning the day after birth.

3. Adoption of a child and/or care of adopted child under age of two for a maximum of six (6) weeks from the time child is placed in the home.

4. Injury.

5. Exposure to contagious disease which could be communicated to others.

6. Absence due to illness, injury, or death in the employee's immediate family (ORC 3319.141) can be granted for a reasonable number of days.

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

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

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

Upon return from sick leave, each employee of the Board of Education shall furnish a satisfactory signed statement indicating that the employee was absent for one of the qualified reasons stated above. A doctor's note may be requested after ten (10) consecutive absences.

B. SICK LEAVE BANK

Only Bargaining Unit Members who conform to the following criteria and voluntarily contribute to the sick leave bank will be eligible to derive benefits from the sick leave bank. Before being able to receive sick days from the sick leave bank, an employee must have used all sick leave days, two (2) personal days, and all sick leave days advanced per ORC.

1. Bargaining Unit Members desiring membership in the sick leave bank shall enroll prior to November 30, beginning with the first student day. A Bargaining Unit Member hired after the enrollment period shall have sixty (60) working days from their employment date to enroll under this provision.

2. If the Bargaining Unit Member drops from the sick leave bank during the open enrollment period, all sick leave donated by the individual shall remain in the bank.

3. Bargaining Unit Members with less than three (3) years experience in the District, who have no accumulated sick leave, or less than fifteen (15) days, but desire to join the sick leave bank, shall not be required to donate days to the bank until their accumulation exceeds fifteen (15) days. Once accumulation reaches fifteen (15) days, the Bargaining Unit Member shall contribute the necessary days to the bank in order to clear his/her deficit of owed days.

4. Members of the bank shall contribute three (3) days to initially enroll. If the number of days in the sick leave bank total fifty (50) or less days, the committee, at its discretion, may establish other open enrollment periods during the school year.

5. Members of the sick bank may make voluntary individual donations to the sick bank, not to exceed three (3) days per year, by notifying the treasurer in writing by June 1.

6. If Bargaining Unit Members who were eligible at the inception of the sick leave bank choose to join after the inception, they must make up all days that they would have been assessed if they had joined when they were first eligible.

7. The sick leave bank shall not accumulate more than three hundred (300) days.

8. The Association shall hold harmless and indemnify the Board, for any claims made against the Board, which are based upon aspects of the Sick Leave Bank's operation, which are within the exclusive control of the Association.

9. The sick leave bank may not award more than ninety (90) days to each employee per fiscal year (July 1 – June 30).

10. The request for sick leave day(s) from the bank shall be considered for catastrophic reasons related to conditions due to the following:

    a. Personal illness.
    b. Attend to illness in the immediate family as defined in contract in CBA.
    c. Death within the immediate family.
    d. Persons in need of additional days due to the birth of a child or the adoption of a child and, due to compelling reasons, requiring additional time.

C. FAMILY and MEDICAL LEAVE ACT

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

D. PROFESSIONAL LEAVE

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

Employees are permitted to attend one (1) and may be permitted to attend two (2) professional meeting per year with reimbursement as stated in #4 below. Additional professional meetings may be approved by the Superintendent or designee without reimbursement with notification.

1. Attendance at any professional meeting must have prior approval of the Board or Superintendent.

2. Attendance at professional meetings may be approved for meetings in subject matter area, in an area in which a teacher currently holds a supplementary contract, or when a teacher serves an educational organization.

3. In situations where teachers are escorting students to state or national conventions, meetings, etc., that are a part of supplemental positions or curriculum related activities the Board will grant release time and will pay expenses.

4. <u>Reimbursements</u>

    a. $50.00 for meals per day (does not include 15% gratuity).

b. Actual up to $125.00 for room per day.
c. Mileage per current IRS rate as of July 1st of each contract year.
d. Registration fees.
e. Parking, tolls, etc.

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

Receipts must be presented for reimbursements.

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

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

E. PERSONAL LEAVE

1. Staff members shall be granted four (4) days of personal leave each year. The four (4) days may not be used during scheduled parent-teacher conference times and/or scheduled teacher in-service for professional development.– A teacher wishing to utilize personal leave shall make application at least one week prior to but not more than one year in advance, by filing a written request with the building principal.

   Not more than three (3) of the certified staff members will be granted personal leave before or after a holiday or vacation. These days shall be granted on a first come first serve basis.

2. Teachers should not use these days during the first ten (10) school days or last ten (10) school days unless in case of emergency. The emergency shall be approved by the Superintendent. In addition, in special circumstances and with prior approval from the superintendent, personal days may be granted.

3. Teachers who choose not to use their personal days will be granted two choices: 1. A stipend of $200.00 per day for a total maximum of $525.00 if no personal days are used per school year, or 2. A transfer of personal days into the employee's sick day account. A teacher employed less than full time will receive the percent of time worked times the stipend.

4. Teachers shall notify the treasurer's office in writing no later than May 1 of each year regarding the choice of payment or transfer to sick leave.

F. PARENTAL LEAVE

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

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

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

G. MEDICAL LEAVE

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

1. The teacher shall supply a statement from a physician specifically stating in terms of months, weeks, and/or days the period of time the teacher will be unable to return to work because of illness.

2. If a teacher has been granted a leave of absence without pay for less than one (1) year and requests an extension of that leave of absence without pay, a new statement from a physician must be submitted no later than thirty (30) calendar days or as soon as feasible prior to the expiration of the original leave of absence without pay.

3. Upon return to service at the expiration of such leave the teacher shall resume the contract status which he/she held prior to such leave and every effort shall be made to return the teacher to the same or equivalent position held prior to the leave.

H. JURY DUTY AND LEGAL OBLIGATIONS

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

I. EDUCATIONAL LEAVE

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

1. In order to apply for this leave, the teacher must have completed six (6) years of employment in the Patrick Henry School District; and

2. The Board retains in its sole discretion the right to:

   a. determine if the formal training or study is directly related to the performance of the teacher's assignment, and
   b. determine whether the leave of absence without pay is to be granted.

3. Upon return to service at the expiration of such leave, the teacher shall resume the contract status which he/she held prior to such leave and every effort shall be made to return the teacher to the same or equivalent position held prior to the leave.

J. ASSAULT LEAVE

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

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

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

1. Furnish the Superintendent a written, signed statement describing the circumstances and events surrounding the assault, the cause thereof including the location, the time of the assault, the names and addresses of the victims and witnesses, and a description of the injuries sustained by each victim of the assault unless physically impossible to do so.

2. A written medical report shall be filed by a physician licensed in the State of Ohio stating the nature of the disability and its duration with the Superintendent.

3. A member may be requested to press criminal charges against the person committing the assault.

4. At the request of the Superintendent, the employee shall file for Workman's Compensation and/or disability. Any Workman's Compensation or disability received for this 30-day period shall be paid to the Board of Education.

5. None of these days will be deducted from the employee's sick or personal days.

K. GENERAL PROVISIONS

1. Individuals on any approved leave may continue their hospitalization and other group benefits for the duration of said leave providing they reimburse the Board for premium costs.

2. Should a teacher deem it necessary to request that an approved leave of absence be adjusted or terminated prior to the expected date of termination, he/she should immediately make said request to the Superintendent. The Superintendent will do everything possible to accommodate the request of the teacher to return at the beginning of the next quarter.

ARTICLE VIII
COMPENSATION AND FRINGE BENEFITS

A. REGULAR SALARY SCHEDULE

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

The salary schedule shall be adjusted beginning with the 2025 school year to include a base salary of $44,150. For the 2026-2027 school year, an additional 3%, and for the 2027-2028 school year an additional 3%. Teachers will be placed on the next salary step.

B. SALARY SCHEDULE PLACEMENT

1. All years of teaching service in the Patrick Henry Local School District regardless of training level with each year consisting of at least one hundred twenty (120) days under a teacher's contract.

2. All years of teaching service in a chartered, non-public school located in Ohio as a teacher certified pursuant to Section 3319.22 of the Ohio Revised Code or in another public school regardless of training level with each year consisting of at least one hundred twenty (120) days under a teacher's contract.

3. All years of teaching service in a chartered school or institution or a school or institution that subsequently became chartered or a chartered special education program or a special education program that subsequently became chartered operated by the state or by a subdivision or other local governmental unit of this state as a teacher certified pursuant to Section 3319.22 of the Ohio Revised Code regardless of training level with each year consisting of at least one hundred twenty (120) days.

4. All years of active military service in the armed forces of the United States as defined in Section 3307.02 of the Ohio Revised Code to a maximum of five (5) years. For purposes of this calculation a partial year of active military service of eight continuous months or more in the armed forces shall be counted as full years.

C. RETURN TO DUTY OF RETIRED TEACHERS

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

1. The Board shall grant five (5) years of experience for service credit. Such teacher shall remain at the five-year step on the salary schedule during their employment with the Board.

2. Teachers employed pursuant to this provision shall receive one-year limited contracts and shall not be eligible to receive continuing contracts regardless of their years of service or license/certificate held.

3. Each one-year contract shall automatically expire upon the completion of the year and the Board shall not be required or to take formal action to not reemploy the employee pursuant to 3319.11 in order to terminate the employment relationship. The employment relationship shall end upon the expiration of the contract in the same manner as a supplemental contract.

4. Such reemployment will not jeopardize the continuation of existing academic programs nor result in the reduction in force of faculty employed at the commencement of each such reemployment contract. In the event of a reduction in force, the teacher retired under STRS will not have any bumping rights.

5. Subject to these provisions, reemployed members are part of the bargaining unit.

6. Reemployed members are eligible for sick leave accumulation commencing with the first year of such reemployment.

7. Reemployed members may commence their reemployment with up to fifteen (15) days of accumulated sick leave if said days are carried forward from their prior employer.

8. Non retired teaching staff will have priority over retired STRS teaching staff on all supplemental contracts.

9. Reemployed teachers are not eligible to participate in any retirement incentive program nor are they eligible for severance pay.

10. Pursuant to the authority provided by R.C. 4117.10, and to the extent that issues addressed in this provision are contrary to or in conflict with Ohio law, the issues addressed in this provision shall supersede the statutory law of Ohio pertaining to this issue.

D. ADVANCEMENT ON SALARY - ADDITIONAL TRAINING

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

1. The individual must show proof of completed additional graduate hours from an accredited university in his/her field of study or curricular supplemental area to advance from the MA column and beyond. This advancement must be requested in writing to the Superintendent before August 10th and February 10th.

2. Said hours in #1 above must be in either transcript form or verified by a letter from the college or university where the course work was completed. The salary adjustment will be made the first check in September (if advancement was requested before August 10th) and the first check in March (if advancement was requested before February 10th) following receipt of the transcript and/or letter of verification to the Superintendent.

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

E. EXTRA CURRICULAR SALARY SCHEDULE

1. The percentage of the base salary will increase with the number of years experience in that position at Patrick Henry. Experience levels 0-3 will remain the same. Levels 4-6 will have the percentage of the base raised by 1/2%. Levels 7-10, will be 1%. Levels 11-14 will be 1 1/2% above the original percentage of the base. Levels 15 and above will be 2% above the original percentage of the base.

2. Extra curricular positions are listed in Appendix C. Supplemental limited contracts are issued for all extra curricular positions awarded to bargaining unit members. These contracts are reviewed annually.

3. Extra-curricular job descriptions will be handed out with the initial individual extra-curricular contract.

4. Any subsequent changes made by the Board of Education in the job description of supplemental contracts during the term of this contract shall become effective with the next contract year of the supplemental contract.

5. All bargaining unit members holding supplemental contracts will be considered applicants for the same supplemental for the following school year unless they resign prior to the Board meeting that supplemental contracts are approved or the District informs them that they will not be renewed. If the Board intends to rehire the incumbent, the supplemental will not be posted.

F. PAYROLL PRACTICES

1. Teachers' annual salaries will be paid in twenty-six (26) biweekly, equal pays beginning with the second payroll in September. There will be only twenty-six (26) pays per fiscal year.

2. Direct deposit will be required for all employees. Payroll information will be received by employees via email.

3. Jury duty checks will be kept by the employee.

4. Payroll Deduction

   a. Teachers are entitled to the use of payroll deduction for the following purposes:

      1) Membership dues in the United Teaching Profession
      2) U. S. Savings Bonds
      3) Credit Unions
      4) Political Donations
      5) Annuities
      6) Insurance
      7) Charities
      8) Continuous union dues

   b. In order for payroll deductions to be authorized for any of the above, with the exception of #4, Political Donations, five (5) staff members must participate. This rule became effective September 1, 1983. Anybody participating prior to the date shall be grandfathered.

   c. A payroll deduction authorization form must be signed by the individual requesting the deduction and submitted to the Treasurer of the District. Said deductions shall commence with the first check of the next quarter following the submission of the request and shall continue in equal amounts for the remainder of the checks in the year.

G. MILEAGE REIMBURSEMENT

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

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

H. SEVERANCE PAY (Unused Sick Leave)

Each retiring member of the bargaining unit shall, upon application, be entitled to receive payment for one-fourth (1/4) of his accrued but unused sick leave, provided that accrued and unused sick leave shall not exceed two hundred seventy-two (272) days for the purposes of this computation.

1. Each retiring employee's eligibility for payment based upon accrued but unused sick leave shall be determined as of the final date of employment and under the following conditions and criteria:

    a. The employee must have had not less than five (5) years of service with the Patrick Henry Local School District.

    b. The employee actually terminates his employment with the District and retires.

    c. The words "retires" or "retirement" as used herein mean disability or service retirement under any state, municipal, or other political subdivision retirement system in the state.

    d. The employee must at the time of receiving his payment as provided herein certify that all of the conditions and criteria set forth in this policy have been met, and shall supply such proof or documentation as may reasonably be required.

2. Payment as provided herein shall be made in one (1) lump sum to the person entitled thereto via an approved accumulated leave plan. After the employee's severance pay is placed in an accumulated leave plan, an individual will have the option of moving it to their investment of choice or having the payment made directly to them through the plan providers.

3. The amount of benefit due the retiring employee shall be determined by:

    a. Multiplying the employee's accrued but unused sick leave up to a maximum of two hundred seventy-two (272) days by one-fourth (1/4).

    b. Dividing the annual salary of the employee by the number of required work days to obtain the per diem rate.

    c. Multiplying the product of "a" above by the employee's per diem rate.

    d. The amount of the payment calculated in Steps "a", "b", and "c" above shall not exceed the value of sixty-eight (68) days of accrued but unused sick leave at the employee's per diem rate.

4. Receipt of payment for accrued but unused sick leave shall eliminate all other sick leave credit accrued but unused by the employee.

5. Sick leave accrued but unused in the State of Ohio or other political subdivisions shall be transferable and allowable in the total accumulation providing the proper certification has been submitted by the Treasurer of the State or other political subdivisions to the Treasurer of this District.

6. In the event of an employee's death, accumulated sick leave calculated as severance shall be paid out to the beneficiary or estate as stated, in addition to the life insurance policy provided by the Board. Eligibility for this benefit begins after completing twenty (20) years of service to the district.

I. EXTENDED SERVICE CONTRACTS

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

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

J. NATIONAL BOARD CERTIFICATION PAY

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

K. FRINGE BENEFITS

1. Health Insurance

   a. The Board shall make available traditional PPO health insurance coverage for each certified/licensed employee now or hereafter employed and his/her dependents. Such coverage will be the choice of the employee among any plans the district offers through the Northern Buckeye Health Plan. An open enrollment period will be held annually, and the employee will have the opportunity to enroll in a plan each year. The open enrollment will be held in November and the plan will go into effect January 1 of each year and will operate on a calendar year basis. If the PPO is no longer offered, the Board and Association will meet to negotiate the changes.

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

b. For employees that enroll in the HDHP or are currently in the HDHP as of January 1st, the Board will pay up to $2,000 of the monthly family premium and up to $1,000 of the single monthly premium.

For employees with a single HDHP, the Board will contribute $1,000 annually to their Health Savings Account. For those employees with a family HDHP, the Board will contribute $2,000 annually to their Health Savings Account. The contributions will be made quarterly beginning the first pay in January.

If the HDHP ever becomes the only plan being offered by the Board or the health insurance provider, the Board and the Association will meet to negotiate the changes.

Non-full-time employees will receive the premium payment and HSA contribution based on the percentage of the day worked.

c. Refusal option

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

1) The waiver amount will be based on calendar year 2025 Premiums.

2) New certified employees, or current certified employees may receive the waiver. Employees who become newly eligible for the waiver will receive 40% of the PPO Single Plan premium, regardless of their previous plan. All members who were receiving the opt-out refusal option prior to 2025 will maintain their present level of benefits. This provision will be effective at the inception of this contract with a cap of seven (7). If more than seven (7) members apply, seniority will be the determining factor. It is the bargaining unit member's responsibility to notify the treasurer's office to determine eligibility.

2. Life Insurance

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

3. Conference Pay

After a bargaining unit member is requested by a building administrator to be responsible for three (3) full periods of additional classroom supervision, the bargaining unit member will be paid at the rate of $50.00 per academic period and

$25.00 per half academic period for all subsequent coverage. Said member will be presented a payment request form by the administrator.

4. STRS

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

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

a. The amount to be picked up on behalf of each employee shall be the employee's required contribution to the STRS. The employee's annual compensation shall be reduced by an amount equal to the amount picked up by the Board.

b. The pickup and percentage shall apply uniformly to all members of the bargaining unit.

c. The amount picked up by the Board on behalf of the member of the bargaining unit shall be treated as a mandatory salary reduction. No employee covered by this provision shall have the option to elect a wage increase or other benefit in lieu of the Board pickup.

d. The pickup shall become effective the first regular pay period in October, 1985, and continue in effect for the duration of the contract.

e. Sick leave, severance, supplemental, extended service pay, etc., which are indexed to or otherwise determined by reference to the employee's rate of pay shall be calculated upon both the cash salary component and pickup component of the employee's restated salary.

f. This article shall be at no cost to the Board.

5. Retirement Incentive

Certificated staff members wishing to retire under STRS guidelines:

a. Shall notify the Superintendent of their intention to retire in writing prior to March 1 of the year they plan to retire in order to receive the incentive.

b. Must retire when they become first eligible for unreduced retirement benefits (including any military or purchased service).

c. Shall receive $5,000 as a retirement incentive.

6. Dental Insurance

The Board shall purchase dental insurance for each member of the bargaining unit and his/her family. Said coverage shall equal or exceed the specifications in attached appendix. There is a $65.00 cap per member per month. Any increase over the $65.00 per month will be incurred by the employee.

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

7. General Provisions

Part-time bargaining unit members shall be entitled to benefits under the following conditions:

a. For part-time employees, the Board will pay a pro-rated portion of the family health insurance plan offered to full-time employees. The pro-rated portion to be paid is dependent upon the number of hours worked by the employee. I.E, If a bargaining unit member works 1/2 time, then the Board would pay 1/2 of the family premium.

b. For part-time employees employed over 50% time, the Board will pay 90% of the premium for single health insurance coverage only.

c. Dental, life, and optical insurance will be subject to the above regulations as well.

d. This provision applies only to those members hired after July 1, 1992.

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

8. Tuition Reimbursements

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

Procedures:

a. Reimbursement for approved course work shall be made up to a maximum of $30,000 per fiscal year.

    1) Eighty percent (80%) reimbursement for approved course work for full-time bargaining unit members.

2) Twenty-five percent (25%) reimbursement for approved course work for bargaining unit members employed for one-half time or less.

b. Quarter hours will be converted to semester hours by a ratio of 3:2.

c. Bargaining unit members interested in reimbursement shall submit a transcript certifying a grade of C or better or a passing grade if the course is taken on a pass-fail basis and a reimbursement form by May 31, of that fiscal year. Reimbursement shall be paid July 30. If the tuition reimbursement requests exceed the cap, members may be paid a smaller percentage but equal amount per credit hour.

d. The process for approval of course work shall be submitted to the local professional development committee for approval. The Superintendent must receive written verification of the LPDC approval prior to authorization of payment.

e. If a teacher receives reimbursement for course work tuition, and he/she leaves the district for other employment within fourteen (14) months of the reimbursement, he/she will repay the school district the amount of the most recent reimbursement.

9. Optical Insurance

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

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

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

L. PAY SCHEDULES

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

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

ARTICLE IX
TEACHER RIGHTS AND RESPONSIBILITIES AND WORKING CONDITIONS

A. ACADEMIC FREEDOM

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

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

1. Teachers not only will be free to teach knowledge directly related to their specialized field and assigned courses but also will be free to teach facts, opinions, theories and possibilities directly related to said specialized fields and assigned courses. Teachers will teach opinions as opinions, theories as theories, and possibilities as possibilities. They will teach on levels within the reasonable comprehension of their students.

2. Teachers will have freedom of individual conscience, association and expression outside the job situation as are afforded other professional persons in the community.

B. TEACHER PROTECTION AND SUPPORT

1. The teacher's authority and effectiveness in the classroom are undermined if there is insufficient support of the teacher. It is, therefore, the responsibility of the Board and Administration to support and aid teachers' control in the classroom.

2. Under no circumstances will a student who has intimidated or physically assaulted a teacher be allowed to return to the teacher's classroom until a meeting between the appropriate administrator and teacher has taken place.

C. INSTRUCTIONAL ARRANGEMENTS/GROUPING

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

When enrollments require that two grade levels be placed in one classroom, pupils shall not be placed in the split class two years in succession. The split class will not exceed an enrollment of twenty (20) pupils. A split class will consist of two consecutive grade levels.

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

D. INSTRUCTIONAL MATERIALS

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

E. INCLUSION

1. Teacher responsibility. The teacher will:

    a. Take the initiative to become actively involved in the development of the individualized education program (IEP) for each special education student in his or her classes.

    b. Develop an approach to implementing the IEP which blends personal teaching strengths with the special needs of each student.

    c. Use available resources creatively to maximize learning and inform the administration of other affordable resources which would be helpful to special education students.

    d. Be willing to undertake additional training at board expense to provide supportive services to special education students effectively and efficiently, so as to avoid the employment of additional staff to perform services which can be quickly and competently performed by the teacher.

2. Board of Education responsibility. The Board will:

    a. Provide the necessary personnel to perform those necessary supportive services which teachers cannot perform competently and efficiently.

    b. Inform teachers of educational opportunities which will improve their undertaking of special education students' needs and enhance their skill in satisfying those needs.

F. LESSON PLANS

Teachers shall prepare and follow a daily lesson plan which shall be available for review by the Principal. Lesson plans are the sole property of the teacher and are used to

facilitate the presentation of the teacher. Lesson plans will contain no more than the following ingredients: subject, method, objectives, assignment, and evaluation.

G. WORK YEAR

1. The regular work year for members of the bargaining unit, excluding those on extended time contracts, shall consist of no more than one hundred eighty-two (182) days.

2. Teachers shall not be required to report for work on days when schools are closed due to a calamity but will report for work on scheduled make-up days. The PHEA will provide input on scheduled make-up days.

3. For the first eight (8) calamity days, employees shall not be required to report to their workplace. For any additional calamity days, employees shall be required to make up the days if the students are required to make up the days, as determined per the District calendar or set by the Superintendent.

H. INSERVICE EDUCATION

1. The Local Professional Development Committee shall be established and maintained as stated in Appendix E

2. The Board will include in the school calendar a work day before the start of school, a work day at the end of the year, and a work day at the end of the first semester.

I. SCHOOL CALENDAR

1. The PHEA will create one calendar to be presented to the Superintendent by November 30.

2. The Superintendent will post the proposed calendars (including PHEA version) in each respective building for at least one week prior to February 1. Written comments or suggestions will be directed to the PHEA executive board.

3. The calendar will include the dates and times of the regular parent-teacher conferences for each building. Conferences will be determined by the PHEA Executive Committee and the Administration by February 1 of the preceding year. The Superintendent will take the final recommendation to the Board who will make the final decision no later than the February Board meeting.

J. HOURS

1. The regular workday for members of the bargaining unit shall not exceed seven (7) hours and fifteen (15) minutes from 7:45 am to 3:00 pm. Said work day in addition to the planning and conference time as provided in Article IX, K. shall provide for no less than a thirty (30) minute, uninterrupted duty-free lunch period as provided in Article IX, M.

K. PLANNING AND CONFERENCE TIME

1. Teachers in grades 7 through 12 shall be provided five (5) regular periods per week for planning and/or conference time. Said periods shall be allotted at one per day if scheduling permits.

2. Teachers in grades K through 6 shall be provided no less than two hundred (200) minutes per week for planning and/or conference time.

L. TEACHER MEETINGS

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

M. DUTY FREE LUNCH

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

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

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

N. TELEPHONES

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

O. PRINCIPAL ABSENCE

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

P. PROCEDURE FOR TEACHER TARDINESS

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

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

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

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

Q. EMPLOYEE DISCIPLINARY CODE

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

1. Verbal warning of the employee, documented by date, time, and subject only. This documentation will be initialed by the employee. A copy shall be kept by the employee and administrator involved. This shall be kept in the principal's file, but will not be placed in the Superintendent's personnel file. Such verbal warning shall be expunged if this infraction is not repeated within four (4) calendar years.

2. Written warning – This warning documented by date, time, and subject only shall be initialed by employee. A copy shall be given to the employee and the administrator involved. This shall be kept in the principal's file, but will not be placed in the Superintendent's personnel file. Such written warning shall be expunged if this infraction is not repeated within four (4) calendar years.

3. Letter of Reprimand: In a meeting between an employee and an administrator in which the employee is to receive a formal letter of reprimand that may be placed in the employee's personnel file, the employee and the administrator shall have the right to have a representative of their choosing present. The employee shall be notified prior to meeting date as to the subject of the meeting if it is of a disciplinary nature.

4. Suspension for up to three (3) days with or without pay and/or recommendation to the Board of Education for termination.

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

Suspension and recommendation of termination shall occur only after the employee has been verbally warned and has received a written warning, unless the act is deemed by the Superintendent and Board of Education to be severe enough to warrant immediate suspension or termination.

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

R. ACTIVITY PASS

All teachers will be provided a free activity pass to all home Patrick Henry School Athletic events. This does not include admission to past season tournaments held here at Patrick Henry.

ARTICLE X
ASSOCIATION RIGHTS

A. The Board of Education Policies and By-Laws book will be available online.

B. All Board agendas and minutes shall be available online. Any financial reports, curriculum reports, Board policies and/or related materials shall be provided upon request for the Association at no cost and as quickly as possible.

C. The Association may place an item on the agenda for a regular Board meeting. The Association President will submit agenda items to the Superintendent at least ten (10) days before the meeting.

D. If the Association wishes to address the Board on an agenda item, it may do so at the specified time in the Board meeting.

E. In an attempt to promote good internal communications, the President of the Association or his designee and one (1) representative will meet with the Superintendent of Schools or his designee at the request of the President of the Association once a month at a mutually agreed upon time and place.

F. The Association shall be entitled to the use of the school buildings for meetings with no rental fee. The Association shall notify the building Principal when the meeting is to be held.

G. The Association shall have the opportunity to use school equipment at reasonable times by scheduling with the building Principal when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use.

H. The Board of Education agrees to permit the PHEA exclusive teacher organization right to use the bulletin board space in the teacher's lounge in each school building for the purpose of posting official notices.

I. The Board of Education agrees to permit the PHEA exclusive teacher organization right to use of teacher mailboxes, email and inter-school mail service.

J. The Association may make organizational announcements in faculty meetings and have announcements presented over the public address system provided public address system announcements shall be limited to time, place, and date of meetings.

K. The names, addresses, phone numbers, and building assignments of all previously employed and all newly employed certificated staff members shall be supplied to the PHEA President upon request as such information becomes available.

L. The PHEA President and/or duly authorized representative of the President shall have the opportunity to visit all school buildings for Association business before or after school or during their duty free lunch or conference period provided that this shall not

interfere with or interrupt normal school operations. The representative shall check in at the Principal's office upon entering the building.

M. Pursuant to Ohio Revised Code 4117 the Board hereby agrees that every employee of the Board shall have the right to freely organize, join, or not join and support the Association and its affiliates for the purpose of collective negotiations and other concerted activities for mutual aid and protection without intimidation, coercion, or discrimination by either party.

N. The Association shall be given time to address the new teachers at the conclusion of the teacher orientation meeting.

O. The Association and all teachers realize that their responsibilities to their profession require the performance of some duties that involve the expenditure of time beyond that of the regular working day. These duties which teachers agree to assume according to past practices are:

1. Staff meetings
2. An open house during the school year

P. In the event that a vacancy at the Superintendent level occurs, a faculty committee appointed by the Executive Committee of the PHEA will be permitted to provide information and suggestions concerning the final candidates. A member of the above committee would be a part of the interview team.

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

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

ARTICLE XI
FAIR SHARE FEE/MEMBERSHIP

A. PAYROLL DEDUCTION OF FAIR SHARE FEE

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

B. NOTIFICATION OF THE AMOUNT OF FAIR SHARE FEE (as permitted by law)

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

C. SCHEDULE OF FAIR SHARE FEE DEDUCTIONS

1. All Fair Share Payers If Allowable By Law

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

2. Termination of Membership During Membership Year

   Association membership is annual with the membership year being September 1 through August 31. Once enrolled, membership shall be continuous thereafter for each subsequent membership year unless the individual cancels their membership.

   Any individual who wishes to cancel their membership must notify the Association Treasurer in writing between August 1 and August 31. A member may cancel their membership outside of the aforementioned cancellation period; however, unless prohibited by law, the individual will be responsible for all remaining dues and assessments of the current membership year. The District Treasurer will deduct such amounts from the next payroll after cancellation outside the cancellation period. Such cancellation will serve as acknowledgement that the individual will not have access to privileges specifically reserved to members of the Association, consistent with law.

   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 if fair share fee is allowable by law.

D. TRANSMITTAL OF DEDUCTIONS

The Board further agrees to accompany each such transmittal with a list of the names of the bargaining unit members for whom all such dues and/or fair share fee (if allowable by law) deductions were made, the period covered, and the amounts deducted for each.

E. INDEMNIFICATION

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

1. The employer is required to give the affiliate ten (10) days written notice of any claim made or action filed against the employer by a non-member for which indemnification may be claimed;

2. The affiliate has the right to designate counsel to represent and defend the employer;

3. The employer agrees to:

   a. Give full and complete cooperation and assistance to the affiliate and its counsel at all levels of the proceeding

   b. Permit the affiliate or its affiliated organizations to intervene as a party if it so desires, and/or

   c. To not oppose the affiliate or its affiliated organizations' application to file briefs amicus curiae in the action;

4. The action brought against the employer must be a direct consequence of the employer's good faith compliance with the fair share fee contract provision provided, however, that there shall be no indemnification of the employer if the employer intentionally or willfully fails to apply (except due to a court order) or misapplies the fair share fee contract provision.

ARTICLE XII
HOLDING OF CERTIFICATION

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

ARTICLE XIII
SEVERABILITY AND DURATION

A. SEVERABILITY

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

B. ENTIRE AGREEMENT CLAUSE

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

C. NO STRIKE PLEDGE

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

D. DURATION

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

This contract shall become effective the 1st day of July, 2025, and shall remain in full force and effect through the 30th day of June, 2028.

Patrick Henry Education Association

Date 2/25/2025

Patrick Henry Local Board of Education

Date 2/25/25

APPENDIX A – Dental Expenses

HOW ARE DENTAL EXPENSES COVERED?

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

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

APPENDIX A.1 – Base Plan Benefits

BASE PLAN BENEFITS

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

SUMMARY OF COVERAGE

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

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

APPENDIX B – Certified Salary Schedule 2025-2026

PATRICK HENRY SCHOOLS - CERTIFIED SALARY SCHEDULE
2025-2026 School Year

Base: $44,150

Step	BA	BA+150	MA	MA+15	MA+30
0	44,150	46,004	48,565	49,890	52,097
	1.000	1.042	1.100	1.130	1.180
1	45,828	47,859	50,773	52,274	54,525
	1.038	1.084	1.150	1.184	1.235
2	47,550	49,713	52,980	54,658	56,954
	1.077	1.126	1.200	1.238	1.290
3	49,271	51,656	55,188	57,042	59,382
	1.116	1.170	1.250	1.292	1.345
4	50,993	53,598	57,395	59,426	61,810
	1.155	1.214	1.300	1.346	1.400
5	52,715	55,541	59,691	61,898	64,327
	1.194	1.258	1.352	1.402	1.457
6	54,481	57,572	61,987	64,371	66,843
	1.234	1.304	1.404	1.458	1.514
7	56,247	59,603	64,282	66,843	69,360
	1.274	1.350	1.456	1.514	1.571
8	58,013	61,633	66,578	69,316	71,876
	1.314	1.396	1.508	1.570	1.628
9	59,779	63,664	68,874	71,788	74,481
	1.354	1.442	1.560	1.626	1.687
10	61,589	65,784	71,258	74,349	77,174
	1.395	1.490	1.614	1.684	1.748
11	63,399	67,903	73,642	76,909	79,867
	1.436	1.538	1.668	1.742	1.809
12	65,254	70,022	76,026	79,470	82,561
	1.478	1.586	1.722	1.800	1.870
13	67,108	72,141	78,410	82,031	85,342
	1.520	1.634	1.776	1.858	1.933
14	68,962	74,260	80,795	84,591	88,212
	1.562	1.682	1.830	1.916	1.998

Longevity	
Steps 15	+$750
Steps 16-17	+$1,250
Steps 18-19	+$2,000
Steps 20-21	+$2,250
Steps 22-24	+$2,500
Steps 25-26	+$3,000
Steps 26+	+$3,500

APPENDIX B – Certified Salary Schedule 2026-2027

PATRICK HENRY SCHOOLS - CERTIFIED SALARY SCHEDULE
2026-2027 School Year

3.00% with step increase

Step	BA	BA+150	MA	MA+15	MA+30
0	45,475	47,384	50,022	51,386	53,660
	1.000	1.042	1.100	1.130	1.180
1	47,203	49,294	52,296	53,842	56,161
	1.038	1.084	1.150	1.184	1.235
2	48,976	51,204	54,569	56,297	58,662
	1.077	1.126	1.200	1.238	1.290
3	50,750	53,205	56,843	58,753	61,163
	1.116	1.170	1.250	1.292	1.345
4	52,523	55,206	59,117	61,209	63,664
	1.155	1.214	1.300	1.346	1.400
5	54,297	57,207	61,482	63,755	66,256
	1.194	1.258	1.352	1.402	1.457
6	56,116	59,299	63,846	66,302	68,848
	1.234	1.304	1.404	1.458	1.514
7	57,935	61,391	66,211	68,848	71,440
	1.274	1.350	1.456	1.514	1.571
8	59,753	63,482	68,576	71,395	74,032
	1.314	1.396	1.508	1.570	1.628
9	61,572	65,574	70,940	73,942	76,715
	1.354	1.442	1.560	1.626	1.687
10	63,437	67,757	73,396	76,579	79,489
	1.395	1.490	1.614	1.684	1.748
11	65,301	69,940	75,851	79,217	82,263
	1.436	1.538	1.668	1.742	1.809
12	67,211	72,123	78,307	81,854	85,037
	1.478	1.586	1.722	1.800	1.870
13	69,121	74,305	80,763	84,492	87,902
	1.520	1.634	1.776	1.858	1.933
14	71,031	76,488	83,218	87,129	90,858
	1.562	1.682	1.830	1.916	1.998

Longevity	
Steps 15	+$750
Steps 16-17	+$1,250
Steps 18-19	+$2,000
Steps 20-21	+$2,250
Steps 22-24	+$2,500
Steps 25-26	+$3,000
Steps 26+	+$3,500

APPENDIX B – Certified Salary Schedule 2027-2028

PATRICK HENRY SCHOOLS - CERTIFIED SALARY SCHEDULE
2027-2028 School Year

3.00% with step increase

Step	BA	BA+150	MA	MA+15	MA+30
0	46,839	48,806	51,523	52,928	55,270
	1.000	1.042	1.100	1.130	1.180
1	48,619	50,774	53,865	55,458	57,846
	1.038	1.084	1.150	1.184	1.235
2	50,446	52,741	56,207	57,987	60,423
	1.077	1.126	1.200	1.238	1.290
3	52,273	54,802	58,549	60,516	62,999
	1.116	1.170	1.250	1.292	1.345
4	54,099	56,863	60,891	63,046	65,575
	1.155	1.214	1.300	1.346	1.400
5	55,926	58,924	63,327	65,669	68,245
	1.194	1.258	1.352	1.402	1.457
6	57,800	61,078	65,762	68,292	70,915
	1.234	1.304	1.404	1.458	1.514
7	59,673	63,233	68,198	70,915	73,584
	1.274	1.350	1.456	1.514	1.571
8	61,547	65,388	70,634	73,538	76,254
	1.314	1.396	1.508	1.570	1.628
9	63,420	67,542	73,069	76,161	79,018
	1.354	1.442	1.560	1.626	1.687
10	65,341	69,790	75,599	78,877	81,875
	1.395	1.490	1.614	1.684	1.748
11	67,261	72,039	78,128	81,594	84,732
	1.436	1.538	1.668	1.742	1.809
12	69,228	74,287	80,657	84,311	87,589
	1.478	1.586	1.722	1.800	1.870
13	71,196	76,535	83,187	87,027	90,540
	1.520	1.634	1.776	1.858	1.933
14	73,163	78,784	85,716	89,744	93,585
	1.562	1.682	1.830	1.916	1.998

Longevity	
Steps 15	+$750
Steps 16-17	+$1,250
Steps 18-19	+$2,000
Steps 20-21	+$2,250
Steps 22-24	+$2,500
Steps 25-26	+$3,000
Steps 26+	+$3,500

APPENDIX C – Extra-Curricular Schedule A supplemental review committee comprise of Association members appointed by the Association, and District members appointed by the District, will be established to review the supplemental positions in the district and the pay scales for such positions.

PATRICK HENRY SCHOOLS
EXTRA-CURRICULAR SALARY SCHEDULE

CLASS I 17%
- Athletic Director (1)
- Head Football (1)
- Head Basketball (1)

CLASS II 13%
- Head Baseball (1)
- Head Wrestling (1)
- Head Volleyball (1)
- Head Track (1)
- Head Softball (1)
- Cheerleading Advisor (1)

CLASS III 11%
- Assistant Football (3)
- Assistant Basketball (1)
- Assistant Volleyball (1)
- Head Gymnastics (1)
- Head Bowling (1)

CLASS IV 10%
- Head Cross Country (1)
- Golf (2)

CLASS V 9%
- 9th grade/Assistant Football (2)
- 9th grade/Assistant Basketball (1)
- 9th grade/Assistant Volleyball (1)
- Musical (1)
- Marching Band (1)
- Assistant Track (4)

CLASS VI 7%
- 7th grade Basketball (1)
- 8th grade Basketball (1)
- 7th grade Football (2)
- 8th grade Football (2)
- 7th grade Volleyball (1)
- 8th grade Volleyball (1)
- Assistant Baseball (1)
- High School Annual Advisor (1)
- Assistant Athletic Director (1)
- Assistant Wrestling (1)
- Jr. High Wrestling (1)

CLASS VI Continued 7%
- Assistant Softball (1)
- Fall Season Manager (1)
- Winter Season Manager (1)
- Spring Season Manager (1)

CLASS VII 6%
- Jr. High Track (2)
- Assistant Gymnastics #1 (1)
- Summer Band (1)
- Assistant Cheerleader Advisor (1)
- Pep Band (1)
- Vocal Performance Ensemble (1)
- Assistant Cross Country (1)
- Archery Head Advisor (1)

CLASS VIII 4%
- Assistant Marching Band (1)
- High School Student Council (1)
- Science Fair Director (1)
- Computer Coordinator (1)
- Assistant Musical Director (1)
- Academic Quiz Team Advisor (1)
- Archery (2)
- Assistant Gymnastic Coach #2 (1)

CLASS IX 2%
- Spanish Club Advisor (1)
- Science Club Advisor (1)
- National Honor Society (1)
- Orchestra Director (Musical) (1)
- Jr. High Student Council (1)
- Jr. High National Honor Society (1)
- Prom Advisor (1)
- Art Club Advisor (1)
- Jr. High Cheerleading Advisor (1)
- Cabaret (1)

EXTRA DUTIES

R.E. Mentor (1)	5%
R.E. Teacher	2%
District R.E. Coordinator	2% per R.E. Teacher to a cap of 8%
Camp Palmer Trip Organizer	1.5%
Washington, D.C. Trip Organizer	1.5%

C

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

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

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

The second golf position will only be filled if there are four (4) or more girls participating at the beginning of the season as determined by OHSAA.

The assistant cross county position will only be filled if there are thirteen (13) or more athletes participating at the beginning of the season as determined by OHSAA.

If there are more than 100 students participating in Archery by the second Tuesday of January, two (2) coaching positions will be filled at Class VIII (4%) by the issuance of supplemental contracts. It is the responsibility of the Archery staff to present a list of the participating archers to the Superintendent's office by the second Tuesday of January, but not before January 1, to verify the 100 students participating. This can be done by providing a numbered list of participants. If the list is not provided by the second Tuesday of January at 3pm, the two (2) coaching positions at Class VIII will not be paid. If 100 students do not participate, the Board shall pay the Archery Head Advisor as provided in the extra-curricular salary schedule along with one (1) Archery coaching position at Class VIII (4%).

APPENDIX D – Teacher Appraisal Form

PATRICK HENRY SCHOOLS

TEACHER APPRAISAL FORM

NAME_____SUBJECT/GRADE_____DATE_____

Throughout this form criteria will be marked in one of three areas:
(S) Satisfactory (NI) Needs Improvement (NA) Not Applicable
Exceptional performance in any area will be noted in the Comments and/or Recommendations Section.

INSTRUCTIONAL SKILLS

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

COMMENTS AND/OR RECOMMENDATIONS:

PROFESSIONAL RESPONSIBILITIES

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

COMMENTS AND/OR RECOMMENDATIONS:

PERSONAL QUALITIES

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

COMMENTS AND/OR RECOMMENDATIONS:

DATE OF CONFERENCE_____

PRINCIPAL'S SIGNATURE_____

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

COMMENTS AND/OR RECOMMENDATIONS:

APPENDIX E – Local Professional Development Committee

LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE (LPDC)

Patrick Henry Board of Education
and
Patrick Henry Education Association

1. Purpose
   A. A Local Professional Development Committee shall be established to develop policies, procedures, and criteria for the Patrick Henry Local School District in compliance with the appropriate provisions of the Ohio Revised Code.

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

2. Committee Composition and Selection
   A. The committee will consist of a minimum of five members, with a maximum of seven. The majority of which will be teachers designated so by the Patrick Henry Education Association. The remaining members will be appointed by the Superintendent and/or the Board of Education.

   B. Any Oversight/Planning Committees established as an extension for the LPDC shall have a majority of bargaining unit members serving on these committee(s) and shall be appointed by the Patrick Henry Education Association.

   C. When the individual professional development plan (IPDP) of a teacher who is currently serving on the LPDC is being considered for approval, the local association shall name a temporary LPDC member for the sole purpose of reviewing that teacher's IPDP.

   D. Whenever an administrator's coursework plan is being discussed or voted upon, the Local Professional Development Committee shall at the request of the administrator being reviewed, cause a majority of the committee to consist of administrative members by reducing the number of teacher members voting on the plan.

   E. In the event of a vacancy, the committee member shall be replaced in accordance with the selection procedures previously described in this section. Notification and filling of vacancies must be completed prior to the next scheduled meeting of the LPDC, if at all possible.

3. Terms of Office
   A. The term of office for members serving on a LPDC shall be three years.

   B. The committee members' terms shall be staggered.

C. Each appointment, for both administration and teachers, if renewed, shall be for three (3) years.

4. Compensation
   A. Each of the LPDC members shall be compensated according to Article L (M)(3), or release time may be granted in place of compensation not to exceed one day per month.

   B. The Patrick Henry Board of Education shall provide for and pay all costs related to training and material needs required for LPDC members. The LPDC shall schedule and attend training sessions they deem to be appropriate for their training.

5. Appeals Process
   A. Members of the LPDC and/or Appeals Committee shall be indemnified for action related to the proper performance of their duties as members of the LPDC.

   B. Appeals of decisions of the LPDC shall be directed to the LPDC Appeals Committee, which is separate and apart from the LPDC. Should the decision of the LPDC Appeals Committee be unsatisfactory to the staff member, they shall have the right to appeal to the State level body. (Pending the outcome of the State Board Rules and Regulations regarding the appeals process.) Any decisions rendered by the LPDC and/or Appeals Committee are not subject to the collective bargaining grievance procedures.

6. Recorder/Clerk
   A. A recorder/clerk from the administrative or secretarial staff will be appointed by the Superintendent. This person shall not be a voting member, but will maintain all LPDC files, minutes of all meetings, and notify applicants of approval/resubmission/denial status of individual professional development plans and/or proposals for credit.

   B. The recorder/clerk will also be responsible for issuing notification of upcoming meeting. Notification will also include the minutes of previous meeting so committee members can review them.

7. Compatibility with Master Agreement, Board Policy, and Law
   A. Individual Professional Development Plans and any other activities related to certification/licensure shall not be related to teacher evaluations.

   B. Employees who come from another district will automatically be granted approval of what was approved by their former LPDC, with proper verification and documentation.

APPENDIX F – Resident Educator Mentor

RESIDENT EDUCATOR MENTOR

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

1. The program shall be overseen by the R.E. District Mentor Coordinator. The coordinator will update and inform the superintendent of the successes of the program each semester and any possible concerns will be noted.

2. A structured mentoring program will occur.

3. The district mentoring coordinator will ensure that mentors have adequate training and on-going discussions to provide quality service for our new teachers.

4. The administration will support a reasonable number of mentor observations and meeting times provided the administration is informed of any substitute hiring needs two weeks in advance.

5. Whenever practical, mentors and R.E. teachers will be in the same building and/or subject area.

6. Compensation will be according to supplemental salary schedule "Extra Duties."

7. Mentors shall not participate in the evaluation of their assigned R.E. teacher.

8. Mentors shall not be requested or directed to make any recommendation regarding the continued employment of the R.E. teacher.

9. No Mentor shall be requested or directed to divulge information from the written documentation, or confidential Mentor/R.E. teacher discussions.

10. All interactions, written or oral, between the Mentor and the R.E. teacher shall be regarded with the same confidentiality as that represented by the attorney/client relationship. Any violation of the tenet of the Mentor shall constitute grounds for immediate removal from his/her role as Mentor.

APPENDIX G - Patrick Henry Local Schools Mileage Chart

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

From Deshler to:	Round Trip
ALC	63
Columbus	241
Findlay	43
Four County CC	72
Hope	17
Liberty Center	46
Malinta	31
McClure	27
NWOCA	78
Ottawa Courthouse	45

From Malinta to:	Round Trip
Hope	14
NWOCA	48

Revised 3/29/10

APPENDIX H-Q EVALUATION TOOLS

H. Performance Evaluation Rubric
I. Professional Growth Plan
J. Teacher Holistic Evaluation Scoring Rubric
K. Teacher Focused Evaluation Scoring Rubric
L. Walkthrough Report
M. Less Frequent Observation
N. OSCES Rubric
O. OSCES Final Holistic Report
P. Improvement Plan
Q. Teacher Final Holistic Rating Form

Appendix H

Teacher Performance Evaluation Rubric

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

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

ORGANIZATIONAL AREA: INSTRUCTIONAL PLANNING					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
					contributions of families, colleagues and/or other professionals to understand each student's prior knowledge while supporting the student's development.
	Connections to state standards and district priorities Element 2.3 Element 4.1 Element 4.7	The teacher's instructional plan does not reference Ohio's Learning Standards.	The teacher's instructional plan references Ohio's Learning Standards, but goals and activities do not align with student needs, school and district priorities or the standards.	The teacher's instructional plan incorporates activities, assessments and resources, including available technology, that align with student needs, school and district priorities, and Ohio's Learning Standards.	The teacher's instructional plan incorporates activities, assessments and resources, including available technology, that align with student needs, school and district priorities, and Ohio's Learning Standards. The teacher participates in studying and evaluating advances in content and/or provides input on school and district curriculum.
KNOWLEDGE OF STUDENTS (Standard 1: Students, Standard 4: Instruction, Standard 6: Collaboration and Communication) *Possible Sources of Evidence: analysis of student data, pre-conference, artifacts, student surveys*	**Planning instruction for the whole child** Element 1.2 Element 1.4 Element 1.5 Element 4.2 Element 4.4 Element 6.4	The teacher's instructional plan makes no connections to and the teacher is not familiar with student experiences, culture, developmental characteristics or backgrounds.	The teacher's instructional plan makes minimal connections to student experiences, culture, developmental characteristics or student backgrounds.	The teacher's instructional plan reflects connections to student experiences, culture and developmental characteristics. These may include prior learning, abilities, strengths, needs, talents, backgrounds, skills, language proficiency and interests.	The teacher's instructional plan reflects consistent connections to student experiences, culture and developmental characteristics. These may include prior learning, abilities, strengths, needs, individual talents, backgrounds, skills, language proficiency and interests. The instructional plan draws upon input from school professionals and outside resources.

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
LESSON DELIVERY (Standard 2: Content, Standard 3: Assessment, Standard 4: Instruction, Standard 5: Learning Environment, Standard 6: Collaboration and Communication) *Possible Sources of Evidence: pre-conference, post-conference, formal observation, classroom walk-throughs/informal observations, peer review*	**Communi-cation with students** Element 2.2 Element 4.3 Element 4.6 Element 6.1	The teacher does not communicate learning goals and expectations for mastery and does not model exemplary performance to students. Students cannot discern learning goals. Differentiated learning goals are not used.	The teacher inconsistently communicates learning goals, expectations for mastery and models of exemplary performance to students. There is limited use of differentiated learning goals.	The teacher is consistent and effective in communicating appropriate, needs-based, differentiated learning goals, expectations for mastery and models of exemplary performance to students.	The teacher is consistent and effective in communicating differentiated learning goals (such as needs based, interest based, strength based), expectations for mastery and models of exemplary performance to students through multiple communication techniques.
		The teacher does not demonstrate content knowledge by using content-specific, developmentally appropriate language or content-specific strategies. There is no student engagement.	The teacher demonstrates some content knowledge by using limited content-specific, developmentally appropriate language and limited content-specific strategies. Students demonstrate little engagement in the lesson.	The teacher consistently demonstrates content knowledge by using content-specific, developmentally appropriate language and content-specific strategies to engage students. The teacher's communication strategies and questioning techniques check for understanding and encourage higher-level thinking.	The teacher consistently demonstrates content knowledge by using content-specific, developmentally appropriate language and content-specific strategies to engage students. The teacher's communication strategies and questioning techniques engage students in higher-level and creative thinking and stimulate student-to-student interactions.
		The teacher does not give students feedback.	Feedback to students is general, occasional or limited and may not always support student learning.	The teacher gives students substantive, specific and timely feedback to support their learning.	The teacher gives students substantive, specific and timely feedback to support individual student learning. The teacher gives students opportunities to engage in self-assessment, provide feedback to each other and reflect on their own strengths and challenges.

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
LESSON DELIVERY *(continued)*	**Monitoring student understanding** Element 3.2 Element 3.3	The teacher fails to monitor and address student confusion and misconceptions.	The teacher inconsistently monitors or incorrectly addresses student confusion and misconceptions.	The teacher consistently monitors and addresses common student confusion and misconceptions by presenting information in multiple formats and clarifying content as he or she sees challenges.	The teacher consistently monitors, addresses, articulates and anticipates individual student confusion or misconceptions by presenting information in multiple formats and clarifying content as he or she sees challenges.
	Student-centered learning Element 3.5 Element 4.5 Element 4.6 Element 5.3 Element 5.4	Learning is entirely teacher directed. Students are not participating in learning activities. There are no opportunities for student choice about what will be learned and how learning will be demonstrated. There is no evidence of differentiated instructional strategies or resources.	Learning is primarily teacher directed. Students participate in whole class learning activities. There are few opportunities for student choice about what will be learned and how learning will be demonstrated. The teacher uses limited differentiated instructional strategies or resources.	Learning is a balance between teacher-directed instruction and student-directed interaction as students apply their knowledge and skills as developmentally appropriate. The teacher effectively combines collaborative and whole class learning opportunities to maximize student learning. Teacher gives opportunities for student choice about student learning paths or ways to demonstrate their learning. Teacher uses differentiated instructional strategies and resources for groups of students.	Learning is primarily self-directed with the teacher in the role of facilitator encouraging students to apply their knowledge and skills as developmentally appropriate. The teacher encourages students to persist in the learning tasks. The teacher effectively combines independent, collaborative and whole class learning opportunities to maximize student learning. Teacher routinely promotes opportunities for students to actively take part in developing goals toward mastery, and students are responsible for deciding how to demonstrate their learning. Instructional strategies, pacing and resources are differentiated to make the lesson accessible and challenging for all students, while supporting the various learning needs of individual students.

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
DOMAINS	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
CLASSROOM ENVIRONMENT (Standard 1: Students, Standard 5: Learning Environment) *Possible Sources of Evidence: pre-conference, post-conference, formal observation, classroom walk-throughs/informal observations, peer review, student surveys*	**Classroom routines and procedures** Element 5.5	The teacher has not established routines and procedures. Effective transitions are not evident, resulting in a significant loss of instructional time and frequent off-task behavior.	The teacher establishes routines and procedures but uses them inconsistently. Transitions are sometimes ineffective, resulting in a loss of instructional time. Off-task behavior is sometimes evident. The teacher makes decisions about classroom operations.	The teacher consistently uses routines, procedures and transitions that effectively maximize instructional time. On-task behavior is evident. Students assume appropriate levels of responsibility for effective operation of the classroom.	The teacher and students have collaboratively established consistent use of routines, procedures and transitions that are effective in maximizing instructional time. On-task behavior is evident and ensured by students. Students initiate responsibility for effective operation of the classroom.
	Classroom climate and cultural competency Element 1.4 Element 5.1 Element 5.2	There is no evidence of rapport or expectations for respectful, supportive and caring interactions with and among students and the teacher. There is no demonstration of regard for student perspectives, experiences and culture. The teacher does not address needs related to student sense of well-being.	There is some evidence of rapport and expectations for respectful, supportive and caring interactions with and among students and the teacher. There is inconsistent demonstration of regard for student perspectives, experiences and culture. The teacher is aware of needs related to student sense of well-being but does not address them effectively.	There is consistent evidence of rapport and expectations for respectful, supportive and caring interactions with and among students and the teacher. There is demonstration of regard for student perspectives, experiences and culture. The teacher models expectations and behaviors that create a positive climate of openness, respect and care. The teacher anticipates and effectively addresses needs related to student sense of well-being.	The teacher intentionally creates a classroom environment that shows consistent evidence of rapport and expectations for respectful, supportive and caring interactions with and among students and the teacher. There is demonstration of regard for student perspectives, experiences and culture. The teacher models expectations and behaviors that create a positive climate of openness, respect and care. The teacher anticipates and effectively addresses needs related to student sense of well-being. The teacher seeks and is receptive to the thoughts and opinions of individual students and the class. When appropriate, the teacher includes other school professionals and/or community resources to ensure all students are recognized and valued.

ORGANIZATIONAL AREA: INSTRUCTION AND ASSESSMENT					
DOMAINS	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
ASSESSMENT OF STUDENT LEARNING (Standard 1: Students, Standard 3: Assessment) *Possible Sources of Evidence: pre-conference, formal observation, classroom walk-throughs/informal observations, assessments, student portfolios, post-conference*	**Use of assessments** Element 3.1 Element 3.2 Element 3.3 Element 3.4	The teacher does not use varied assessments.	The teacher makes limited use of varied assessments.	The teacher selects, develops and uses multiple assessments, including routine use of various diagnostic, formative and summative assessments.	The teacher intentionally and strategically selects, develops and uses multiple assessments, including routine use of various diagnostic, formative and summative assessments. The teacher offers differentiated assessment choices to meet the full range of student needs.
		The teacher fails to analyze data and makes little or no attempt to modify instruction to meet student needs.	The teacher attempts to analyze data and modify instruction, though the modifications do not meet student needs.	The teacher analyzes patterns to measure targeted student learning, anticipate learning obstacles, modify instruction and differentiate to meet the needs of groups of students.	The teacher analyzes data trends and patterns to measure targeted student learning, anticipate learning obstacles, modify instruction and differentiate to meet individual student needs.
		The teacher does not share evidence of student learning with students.	The teacher shares evidence of student learning with students.	The teacher shares evidence of student learning with parents and students to plan instruction to meet student needs.	The teacher shares evidence of student learning with colleagues, parents and students to collaboratively plan instruction to meet individual student needs.
	Evidence of student learning Element 1.3	The teacher's assessment data demonstrates no evidence of growth and/or achievement over time for most students.	The teacher uses one source of high-quality student data to demonstrate clear evidence of appropriate growth and/or achievement over time for some students.	The teacher uses at least two sources of high-quality student data to demonstrate growth and/or achievement over time, showing clear evidence of expected growth and/or achievement for most students.	The teacher uses at least two sources of high-quality student data to demonstrate growth and/or achievement over time, showing clear evidence of above expected growth and/or achievement for most students.

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

APPENDIX I

Professional Growth Plan

Teacher Name:

Evaluator Name:

☐ Self-Directed ☐ Jointly Developed ☐ Evaluator guided

Choose the Domain(s) aligned to the goal(s).			
☐ Focus for Learning ☐ Knowledge of Students ☐ Lesson Delivery		☐ Classroom Environment ☐ Assessment of Student Learning ☐ Professional Responsibilities	
Measurable Goal Statement(s) Demonstrating Performance on Standards	Action Steps & Resources to Achieve Goal	Evidence Indicators of Progress - changes in data indicating progress on the goal(s)	Dates Discussed
Goal 1 - Student outcomes/growth/achievement			
Goal 2 - Teacher outcomes/professional growth			
Describe the alignment to district and/or building improvement plan(s):			
Sources of High-Quality Student Data:			
Comments:			

APPENDIX J



Patrick Henry Local Schools
Teacher Evaluation Scoring Rubric

Teacher Holistic Evaluation Scoring Rubric

Date/Year:

Teacher: (Full OTES - Evaluation #2)

Evaluator:

Area of Focus (from PGP):

Teacher Rating:

1. FOCUS FOR LEARNING

- O Ineffective
- O Developing
- O Skilled
- O Accomplished

Evaluator Comments:

2- KNOWLEDGE OF STUDENTS

- O Ineffective
- O Developing
- O Skilled
- O Accomplished

Evaluator Comments:

3- LESSON DELIVERY

- O Ineffective
- O Developing
- O Skilled
- O Accomplished

Evaluator Comments:

4- CLASSROOM ENVIRONMENT

- o Ineffective
- o Developing
- o Skilled
- o Accomplished

Evaluator Comments:

5- ASSESSMENT OF STUDENT LEARNING

- o Ineffective
- o Developing
- o Skilled
- o Accomplished

Evaluator Comments:

6- PROFESSIONAL RESPONSIBILITIES

- o Ineffective
- o Developing
- o Skilled
- o Accomplished

Evaluator Comments:

2 Sources of High Quality Student Data:

SOURCE 1:

SOURCE 2:

ADDITIONAL COMMENTS:

Employee Signature _____ Date _____

Evaluator Signature _____ Date _____

My signature abvove indicates that I have received a copy of this written report. It does not indicate my agreement or disagreement with the report.

APPENDIX K

Teacher Focused Evaluation Scoring Rubric

NOTE: The ONLY section on the report will be the focus area.
Date/Year:

Teacher: (Full OTES - Evaluation #2)

Evaluator:

Area of Focus (from PGP):

Teacher Rating:

1. FOCUS FOR LEARNING
- o Ineffective
- o Developing
- o Skilled
- o Accomplished

Evaluator Comments:

2- KNOWLEDGE OF STUDENTS
- o Ineffective
- o Developing
- o Skilled
- o Accomplished

Evaluator Comments:

3- LESSON DELIVERY
- o Ineffective
- o Developing
- o Skilled
- o Accomplished

Evaluator Comments:

4- CLASSROOM ENVIRONMENT

- o Ineffective
- o Developing
- o Skilled
- o Accomplished

Evaluator Comments:

5- ASSESSMENT OF STUDENT LEARNING

- o Ineffective
- o Developing
- o Skilled
- o Accomplished

Evaluator Comments:

6- PROFESSIONAL RESPONSIBILITIES

- o Ineffective
- o Developing
- o Skilled
- o Accomplished

Evaluator Comments:

2 Sources of High Quality Student Data:

SOURCE 1:

SOURCE 2:

APPENDIX L

Patrick Henry Local Schools

Walkthrough Report

Teacher Name	Evaluator Name	Grade(s) / Subject Area
<<Teacher Name>>	<<Evaluator Name>>	<<Grade(s) / Subject Area>>
Date	**Time Walkthrough Begins**	**Time Walkthrough Ends**
<<Date>>	<<Time Walkthrough Begins>>	<<Time Walkthrough Ends>>
Evaluator Observations		
<<Evaluator Observations>>		
Evaluator Summary Comments		
<<Evaluator Summary Comments>>		
Recommendations		
<<Recommendations>>		

Area of Focus
<<Area of Focus (from PGP)>>

APPENDIX M

Less Frequent Observation

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

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

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

Observation Date: <<Date>>

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

Summary of Evaluation:
<<Summary>>

Signature Page

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

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

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

Observation Date: <<Date>>

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

APPENDIX N

Ohio School Counselor Evaluation System

Assessment of School Counselor Performance

School Counselor Evaluation Rubric and Observation Form

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

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

Standard Two: Direct Services for Academic, Career and Social/Emotional Development – School counselors develop a curriculum, offer individual student planning and deliver responsive services to assist students in developing and applying knowledge, skills and mindsets for academic, career and social/emotional development.				
	Ineffective	**Developing**	**Skilled**	**Accomplished**
	The school counselor lacks knowledge of academic program and/or does not deliver counseling, activities, and/or experiences that support students' academic progress and goals.	The school counselor uses knowledge of the academic program to plan and deliver counseling, activities and/or experiences that support students' academic progress and goals.	The school counselor plans and delivers effective comprehensive counseling, activities and/or experiences to support students' academic progress and goals and makes adjustments as needed.	The school counselor plans and delivers effective comprehensive counseling, activities and/or experiences in collaboration with stakeholders to support students' academic progress and goals and makes adjustments as needed.
	The school counselor does not deliver developmentally appropriate counseling, activities, and/or experiences that build students' awareness of Ohio-specific college, career and education options and resources.	The school counselor inconsistently or ineffectively provides developmentally appropriate counseling, activities and/or experiences that build students' awareness of Ohio-specific college, career and education options and resources.	The school counselor plans and delivers effective comprehensive counseling, activities and/or experiences to support students' awareness of Ohio-specific college, career and education options and resources and makes adjustments as needed.	The school counselor plans and delivers effective comprehensive counseling, activities and/or experiences to enhance students' and parents/guardians' awareness of Ohio-specific college, career and education options and resources and makes adjustments as needed.
	The school counselor does not deliver counseling, activities and/or experiences that promote student well-being.	The school counselor attempts to deliver counseling, activities and/or experiences that promote student well-being with limited success.	The school counselor consistently delivers counseling, activities, and/or experiences that promote students' social/emotional development and well-being.	The school counselor plans and delivers effective comprehensive counseling, activities and/or experiences in collaboration with stakeholders to promote students' social-emotional development and well-being and makes adjustments as needed.
Evidence				

Standard Three: Indirect Services: Partnerships and Referrals – School counselors collaborate and consult with school personnel, parents/guardians, community partners and agencies/organizations to coordinate support for all students.				
	Ineffective	**Developing**	**Skilled**	**Accomplished**
	The school counselor provides no information to parents/guardians and school personnel for students' academic, career and social-emotional development.	The school counselor provides relevant information upon request to parents/guardians and school personnel for students' academic, career and social-emotional development.	The school counselor provides relevant information on a regular basis through collaboration with parents/guardians and school personnel for students' academic, career and social-emotional development.	The school counselor provides relevant information on a regular basis and initiates collaboration with parents/guardians and school personnel for students' academic, career and social-emotional development.
	The school counselor does not coordinate school and community resources to support students and promote their success.	The school counselor attempts to coordinate school and community resources to support students and promote their success, but has limited success.	The school counselor coordinates school and community resources to support students and promote their success.	The school counselor coordinates school and community resources, and positively influences the types of services the partners provide to support students and promote their success.
	The school counselor does not make referrals on behalf of students to parents/guardians or school personnel to appropriate mentors, professionals, agencies and services.	The school counselor makes referrals and connections on behalf of students to parents/guardians or school personnel to appropriate mentors, professionals, agencies and services only upon request.	The school counselor makes referrals and connections on behalf of students to parents/guardians or school personnel to appropriate mentors, professionals, agencies and services.	The school counselor makes referrals and connections on behalf of students to parents/guardians or school personnel to appropriate mentors, professionals, agencies and services and follows up within the guidelines of confidentiality when appropriate.
Evidence				

Standard Four: Evaluation and Data – School counselors collaboratively engage in a cycle of continuous improvement using data to identify needs, plan and implement programs, evaluate impact and adjust accordingly.				
	Ineffective	**Developing**	**Skilled**	**Accomplished**
	The school counselor does not monitor student performance and progress.	The school counselor does limited monitoring of individual and group student performance and progress data to identify gaps and develops some appropriate interventions to enhance or improve student success.	The school counselor monitors individual and group student performance and progress data to identify gaps and develops appropriate interventions to enhance or improve student success.	The school counselor monitors individual and group student performance and progress data to identify gaps and develops appropriate interventions to enhance or improve student success, and fosters student self-monitoring.
	The school counselor does not monitor effectiveness of the program.	The school counselor uses some data with minimal effectiveness to conduct program monitoring, assesses implementation and effectiveness, and makes adjustments for program improvement accordingly.	The school counselor effectively uses data to conduct program monitoring, assesses implementation and effectiveness, and makes adjustments for program improvement accordingly.	The school counselor uses comprehensive data to conduct regular program monitoring, assesses implementation and effectiveness, and collaborates with stakeholders to make adjustments for program improvement accordingly.
Evidence				

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

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

Evidence				

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

Metric(s) of Student Outcomes – School counselors demonstrate an ability to produce positive student outcomes using pre-determined metrics.				
	Ineffective	**Developing**	**Skilled**	**Accomplished**
	The school counselor does not collect data nor demonstrate a positive change in students' knowledge, behavior or skills.	The school counselor collects data but cannot demonstrate a positive change in students' knowledge, behavior or skills.	The school counselor clearly demonstrates a positive change in students' knowledge, behavior or skills within at least one student domain.	The school counselor clearly demonstrates a positive change in students' knowledge, behavior or skills within three student domains.
Evidence				

APPENDIX O – OSCES FINAL HOLISTIC RATING

Ohio | Department of Education

Educator:
LEA:
Building(s):
Status:
Closure Reason:
Closure Comment:
Signature(s):

Standard Ratings

Rubric Areas	Rating
Standard 1: Comprehensive School Counseling Program Plan *This standard must be rated in an observation before it can be rated on the final summative*	
Standard 2: Direct Services for Academic, Career and Social/Emotional Development *This standard must be rated in an observation before it can be rated on the final summative*	
Standard 3: Indirect Services: Partnerships and Referrals *This standard must be rated in an observation before it can be rated on the final summative*	
Standard 4: Evaluation and Data *This standard must be rated in an observation before it can be rated on the final summative*	
Standard 5: Leadership and Advocacy *This standard must be rated in an observation before it can be rated on the final summative*	
Standard 6: Professional Responsibility, Knowledge and Growth *This standard must be rated in an observation before it can be rated on the final summative*	

Final Holistic Rating

Areas of Reinforcement:

Areas of Refinement:

Final Holistic Rating: Accomplished

Improvement Plan:

Improvement Plan

Teacher Name: _____ Grade Level/ Subject: _____

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

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

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

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

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

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

Improvement Plan (continued)

Section 3: Specific Plan of Action

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

Section 4: Assistance and Professional Development

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

Date for this Improvement Plan to Be Evaluated:

Teacher's Signature: _____ Date: _____

Evaluator's Signature: _____ Date: _____

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

Improvement Plan: Evaluation of Plan

Teacher Name: _____ Grade Level/ Subject: _____

School year: _____ Building: _____ Date of Evaluation: _____

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

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

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

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

Teacher's Signature: _____Date: _____
Evaluator's Signature: _____ Date: _____

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

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

APPENDIX Q – TEACHER FINAL HOLISTIC RATING FORM

Ohio | Department of Education

Educator:	
LEA:	Patrick Henry Local (047597)
Building(s):	Patrick Henry High School (008433)
Status:	Completed
Closure Reason:	N/A
Closure Comment:	N/A
Signature(s):	_____@4/14/2022 12:41:51 PM

Sample-Less Frequent

FORMAL OBSERVATIONS

Observation Date & Time	Observer	Overall Rating

There are no observations for this evaluation.

Ratings

Professional Growth Progress: Showing Progress

Final Holistic Rating

Area(s) Identified for Support:
Focus for Learning

Final Holistic Rating: Accomplished

Improvement Plan: No

Date Printed: 4/14/22 12:42:04 PM

Memorandum of Understanding
Certified Employee Evaluation

This Memorandum of Understanding is entered into by and between the **Patrick Henry School District Board of Education** ("Board") and the **Patrick Henry Education Association** ("Association") this 24 day of February 2025.

WHEREAS, the Board and Association have entered into a Collective Bargaining Agreement ("CBA") which is effective from July 1, 2025 through June 30, 2028; and

WHEREAS, the Board and Association have agreed to a salary schedule and payment interval for the fiscal years 2025-2026, 2026-2027, 2027-2028 school years.

WHEREAS, the Board and Association wish to enter into an agreement regarding behavioral leadership coaching stipends for School years 2025-2026, 2026-2027, 2027-2028

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

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

This agreement covers School years 2025-2026, 2026-2027, 2027-2028

1. Teachers who are current Behavior Leadership Coaches will get a $500 stipend in the school years as listed above once they meet the requirements for the stipend as set forth:

    1. Conduct at least four coaching sessions during the current school year

    Or

    2. Take part in at least four behavioral leadership learning activities (discussions, observation of other coaches, etc..)

2. Any bargaining unit member that signs up and participates in a behavioral leadership coaching visit will get a $50.00 stipend per visit.

3. Any bargaining unit member that signs up and participates in a behavioral leadership activity (discussions, observation of other coaches, etc..) will get a $40 stipend. This does not include any after school discussions that may be held in a large group setting.

4. All stipends related to Behavioral Leadership Coaching visits/activities will be capped at $1000 per year. The stipend pool starts over each year of this agreement. This cap only pertains to items #2, #3 in this agreement.

5. For any of these stipends to be paid, the district must still be utilizing the Behavioral Leadership Model and Practice. This will be determined by the administration. If the district chooses to not use the model and practice, the District will advise

The parties agree the terms of this Memorandum of Understanding are not intended to create a case precedent or form the basis of a past practice between or among the parties.

For the Association:

By: Colton Thilgen 2/25/2025

For the Board of Education:

By: 2/25/25

Memorandum of Understanding

Between Patrick Henry Local School District

And Patrick Henry Education Association (PHEA)

Subject: Ratification Stipend for Contract Agreement

This Memorandum of Understanding (MOU) is entered into on this 24 day of February, 2025, by and between the Patrick Henry Local School District (hereinafter referred to as "District") and the Patrick Henry Education Association (hereinafter referred to as "Association"). The purpose of this MOU is to outline the agreement between the parties regarding a ratification stipend to be provided to all Bargaining Unit Members.

Terms of Agreement:

1. **Ratification Stipend:**
   - A one-time stipend of $150.00 will be paid to each Bargaining Unit Member upon ratification of the new contract.
2. **Conditions for Payment:**
   - The contract must be ratified by the members on the first vote.
3. **Eligibility:**
   - The stipend will be paid to all Bargaining Unit Members as of the date of contract ratification.
4. **Payment Timeline:**
   - The stipend will be distributed within ninety (90) days of the contract's ratification and approval by the Board of Education.
5. **No Precedent:**
   - This agreement is specific to the current contract negotiations and shall not set a precedent for future negotiations or agreements.

Acknowledgment: By signing below, both parties affirm their understanding and agreement to the terms outlined in this MOU. This document represents the full and complete understanding between the District and the Union regarding the ratification stipend.

President, PHEA
Signature: _____
Date: 2-25-2025

Superintendent, Patrick Henry Local School District

Signature:

Date: 2/25/25