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MASTER CONTRACT

BETWEEN

PORTSMOUTH CITY TEACHERS' ASSOCIATION

AND

PORTSMOUTH CITY SCHOOLS BOARD OF EDUCATION

JULY 1, 2025 - JUNE 30, 2028

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ARTICLE 1: RECOGNITION

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

1. Administrator: A person employed by the Board pursuant to 3319.01 (superintendent) or 3319.02 (other administrator) and holds a license designated for being a superintendent, an assistant superintendent, or a principal. R.C. 3319.111 (a) citing R.C. 3319.22. An assistant principal may lawfully evaluate teachers if he/she holds a valid principal's license.

1.02 Teacher

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

1.03 Tutors

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

1.04 Recognition Clause

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

1.05 Sub-contracting Jobs

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

ARTICLE 2: PROFESSIONAL NEGOTIATIONS PROCEDURE

2.01 Tenure of Negotiations Procedural Section of Contract

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

2.02 Negotiable Items

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

2.03 Initiations of Negotiations

Negotiations shall be initiated not later than ninety (90) days prior to the ending of the term of the current contract by the written notifications of one party to another of the request to enter into negotiations. The request shall contain a suggested time and date for the first negotiations session. If this date is not acceptable, a mutually agreed upon time and date will be set.

2.04 Negotiators

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

2.05 Procedures

1. At first negotiations sessions, mutually acceptable guidelines shall be established and signed and dated by both parties. Also, the respective parties shall submit their

complete proposals. Negotiations shall proceed until a tentative agreement is reached on the proposed contract.

2. Negotiating sessions shall be closed. All news released to the public shall be prepared jointly and signed by the Chairperson of the two (2) teams.

2.06 Effective

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

2.07 Federal Mediation

1. If, after forty-five (45) days, the parties cannot reach an agreement on all issues being negotiated, either party may request, in writing, that the items of disagreement be submitted to the Federal Mediation and Conciliation Service (FMCS). If one party requests a mediator, the other party will join in the written request. Negotiating sessions shall be closed. All news released to the public shall be prepared jointly and signed by the Chairperson of the two (2) teams.
2. The mediator shall have the authority to call meetings for the purpose of promoting an agreement between the parties. The mediator has no authority to bind either party to any agreement(s).
3. If after thirty (30) days the mediator cannot facilitate an agreement, the parties will have exhausted their contractual impasse procedure. The Association shall have the rights granted by Chapter 4117 of the Ohio Revised Code as conditioned and restricted therein.

ARTICLE 3: GRIEVANCE PROCEDURE

3.01 Purpose and Objective

The primary purpose of this procedure shall be to obtain at the lowest administrative level and in the shortest period of time, equitable solutions to grievances which may arise from time to time.

3.02 Grievance Defined

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

General Provisions:

3.03 Procedures

1. The dispute, disagreement, or difference shall be first discussed informally with the appropriate administrator prior to initiation of the grievance procedure. Nothing contained in this procedure shall be construed as limiting the rights of the teacher, having a complaint or problem, to discuss the matter informally with members of the Administration through normal channels of communication.

2. An individual grievance or an Association grievance on behalf of an individual can be initiated according to the provisions in Step 1.

3. A group grievance or an Association grievance on behalf of a group of teachers or itself may be initiated according to the provisions in Step I by the Building Representative, PCTA President, or grievance chairperson for two or more teachers within a building.

4. A group grievance or an Association grievance may be initiated according to the provisions in Step II by the Association on the dispute, disagreement, or difference that affects more than one building. The grievance must be signed by the PCTA grievance chairperson or the Association President on behalf of the parties concerned.

5. Both parties may have representation present as follows at each step of the grievance procedure:

    a. Step I One (1) representative each
    b. Step II Two (2) representatives each
    c. Step III Two (2) representatives each
    d. Step IV Two (2) representatives each

6. Failure of the aggrieved to proceed within the specified time limits, the next step of the procedure shall mean the grievance has been resolved by the answer stated in the previous step. G. Failure of the Administration to respond in the time limit stated shall move the grievance under consideration to the next step. The Board shall respond to all grievances appealed to Step III.

7. Time limits given shall be considered as maximum, except that either party may extend one (1) time only the particular time limit in effect by five (5) days, providing the other party is so notified, in writing, prior to that time limit being exhausted, additional extensions may be granted by mutual consent of both parties.

8. Nothing contained in this procedure shall be construed as limiting the rights of a teacher from using other professional or legal rights in resolving a complaint or

problem, but once the grievance procedure is initiated, it shall be exhausted in its entirety prior to any litigation by the grievant(s).

9. A day shall be considered Monday through Friday. State/national holidays, spring/Christmas break, and calamity days shall not be considered workdays.

10. Either the aggrieved, the administrator, or the Board may have present such people who may provide information related to the grievance. No more than two (2) such people may be present at one time.
11. The arbitrator is without authority to delete or add to the wording of the contract. The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not so submitted to him/her.

12. All formal steps of the grievance procedure shall be filed on a standard form (Appendices 5-8) provided by the Association.

13. This procedure shall be available to all teachers and no reprisals of any kind shall be taken against any teacher initiating or participating in the grievance procedure.

3.04 STEP I: Administration

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

3.05 STEP II: Superintendent

1. If the aggrieved is not satisfied with the response received from the administrator in Step I, he/she may within five (5) days of receipt of such written response, submit his/her written grievance to the Superintendent and request a meeting to discuss the grievance.

2. A meeting shall be agreed upon between the aggrieved and the Superintendent or his/her designee within five (5) days of the request. Such meeting is to occur within the next five (5) days.

3. The meeting shall be conducted in a manner as stated in Step I. Within five (5) days after the meeting, the Superintendent or his/her designee shall provide the aggrieved

with a written response stating his/her position and suggestions for the resolution of the grievance.

3.05 STEP III: Board of Education

1. If the aggrieved is not satisfied with the response received from the administrator in Step II, he/she may within five (5) days of receipt of such written response, submit his written grievance to the President of the Board and request a meeting with three (3) or more members of the Board to discuss the grievance.

2. A meeting shall be agreed upon between the aggrieved and the Board within ten (10) days of the request. This meeting is to occur within the next ten (10) days.

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

4. Within five (5) days after the meeting, the President of the Board shall provide the aggrieved with a written response stating the Board's position and suggestions for the resolution of the grievance.

3.06 STEP IV: Binding Arbitration

1. If the aggrieved is not satisfied with the response received from the Board in Step III, he/she may within ten (10) days of receipt of such written response, initiate submission of the grievance to arbitration by making written notification to the Superintendent and the Association.

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

3. The arbitrator shall not have the authority to add to, subtract from, modify, change, or alter any of the provisions of the agreement, nor add to, detract from, or modify the language therein in arriving at a determination of any issue presented that is proper within the limitations expressed herein. The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to determine any issue(s) not so submitted to him/her or to submit observations or declarations of opinion which are not directly essential in reaching the determination

4. The arbitrator shall hold such meetings as he/she determines necessary to make a fair and impartial settlement of the grievance as stated. The settlement shall be made in writing to the aggrieved and the President of the Board.

5. The party against whom the settlement is made as determined by the arbitrator shall bear the full cost of the arbitrator in Step IV.

6. The arbitrator's decision shall become binding on both parties immediately upon being rendered.

ARTICLE 4: BASE SALARY

4.01 Base Salary for Teachers

1. For the 2025-2026 school year, a base increase of three percent (3%) will be effective July 01, 2025.

   For the 2026-2027 school year, a base increase of three percent (3%) will be effective July 01, 2026.

   For the 2027-2028 school year, a base increase of three percent (3%) will be effective July 01, 2027.

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

4.02 Supplemental Contracts

Teachers who are employed and are to be compensated by the Board for approved supplemental duties in addition to regular teaching duties shall be employed on "supplemental contracts". A supplemental contract shall automatically expire at the end of its term without further action or notice by the Board. Supplemental contracts held by bargaining unit members will be performed outside the normal scheduled school day unless deemed otherwise per job description of the supplemental contract.

1. The Board reserves the right to review annually the needs for supplemental contracts and accordingly can increase the total supplemental contract index or increase individual salary categories within the supplemental contract index (See Salary Table B) as well as adding supplemental contract categories. The Administration shall make recommendations to the Board concerning which positions are required for the operation of the school system. In any given year, whether a supplemental position needs to be filled shall also be the determination of the Administration to make recommendations to the Board.
2. Teachers who are employed and are to be compensated by the Board for approved supplemental duties in addition to regular teaching duties shall be employed on supplemental contracts. Bargaining unit members will receive first consideration for open supplemental positions before being offered outside the bargaining unit.

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

    a. April 1st - Fall/Winter Athletic Positions

    b. May 1st - Academic Supplementals

    c. June 1st - Spring Athletic Positions

4. A supplemental interest survey will be distributed only for positions that are vacated due to non-renewal or resignation of the current supplemental holder. (Special circumstances will be considered at the discretion of the Superintendent.)
5. Supplemental Increase - The following sports will be compensated equally due to length of season. To evenly and fairly compensate the four (4) sports and comply with the Title IX requirements; baseball, track, softball, and volleyball will be 0.13 of base salary.
6. First Consideration to Bargaining Unit Members
    a. Beginning 2017-2018 school year teachers who are employed and are to be compensated by the Board for approved supplemental duties in addition to regular teaching duties shall be employed on supplemental contracts. Bargaining unit members will receive first consideration for open supplemental positions before being offered outside the bargaining unit.

4.03 Supplemental Contract Pay Schedule

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

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

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

4.04 Longevity Steps for Supplemental Contracts

A committee composed of two (2) appointed Association members and two (2) Board appointed employees assessed the supplemental contract compensation and made a

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

INDEX	INCENTIVE	5 YEARS	10 YEARS
0.03999 - 0.01	$ 25	$ 125	$ 250
0.06 - 0.04	$ 50	$ 250	$ 500
0.096 - 0.07	$ 75	$ 375	$ 750
0.55638 - 0.10	$ 100	$ 500	$ 1,000

Under this plan, individuals who have held a supplemental position for 5 years or more will receive their regular supplemental contract amount each year plus an additional salary shown above. Proposal is based on the premise that all current supplemental staff members with 10 years' experience will receive 10 years' credit for experience through 1995. The Board of Education approved this recommendation on May 19, 2005, contingent upon PCTA membership ratification. PCTA members ratified this recommendation on June 03, 2005.

ARTICLE 5: INSURANCE BENEFITS

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

5.02 Health Care Benefits

1. Beginning January 1, 2026, the Board of Education shall provide health insurance benefits pursuant to the plan currently in effect as administered by the Scioto Health Plan.
2. All Association members will pay 16% of his/her cost of individual and family hospitalization coverage and prescription drug program for the SHP-1 (PPO) plan.
3. All Association members will pay 8% of his/her cost of individual and family hospitalization coverage and prescription drug program for the SHP-2 (HDHP) plan. If an Association member chooses to enroll in the SHP-2 Plan, the Board will contribute towards the employee's Health Savings Account (HSA) in the following amounts:

Single	$1250
Family	$2500

HSA contributions will be paid twice a year in January and July

Single ● January - $625 ● July - $625	Family ● January - $1250 ● July - $1250

HSA contributions will be pro-rated.

4. In addition, all bargaining unit members will continue to receive a supplemental AFSCME Prescription Drug Plan which is paid by the Board.
5. The Board will pay 100% of the cost of the best available dental insurance program offered by the Scioto Health Plan.
6. The Board will pay 100% of the cost of the vision plan offered by the Scioto Health Plan.
7. The Board shall provide Board paid Group Term Life and Accidental Death Dismemberment Insurance in the amount of $50,000. **T**he full cost of this program shall be paid by the Board.
8. The Board shall implement a Section 125 Plan to enable an employee to pay for his/her premium contributions with pre-tax dollars. The Board will pay for any setup fee for each Employee.

5.03 Spousal Coordination of Benefits

1. Spouses of employees are to obtain health insurance from their employers, as long as it is made available to them from their employer, or retirement system if they do not have to pay more than 50% of the premium. This shall become the spouses' primary health insurance policy. The PCSD employee may choose to carry his/her spouse on a family policy, but the PCSD insurance becomes secondary in coverage.

5.04 Contract/Certificate of Insurance

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

5.05 New Employee Notice

A newly employed member of the bargaining unit shall receive upon signing his/her contract, a written description of all insurance coverages in effect at that time.

5.06 Change of Insurance Carrier:

If the Board deems it necessary to change insurance carriers, any policy purchased that would result in a reduction of benefits must be reduced to writing in a memorandum of understanding, recommended for District adoption by the Insurance Committee, and presented to the PCTA

membership for ratification. If the changes are not ratified by the PCTA membership, no changes will be made.

5.07 Insurance Committee:

1. The primary purpose of the Insurance Committee is to keep all committee members up to date on the changes that are being discussed by the Scioto Health Plan consortium. The committee members shall inform their respective bargaining unit members of those changes. The members of the committee will be appointed by the President of the PCTA and the Superintendent. The number of members on the committee will consist of no less than four (4) PCTA members, one (1) classified member, and two (2) administrators. The Committee will be co-chaired by the PCTA president or designee.
2. All meetings will be held outside the normal school day.
3. Within five (5) school days of a Scioto Employee and Administration Mission (SEAM) committee meeting, the superintendent or his/her designee shall schedule a meeting of the insurance committee.

5.08 Insurance Coverage Opt-Out

1. Teachers may elect not to be covered under the hospitalization/surgical/major medical/prescription drug insurance plan. In consideration of their waiver of this insurance coverage he/she shall receive a $2500 annual bonus subject to the following provisions:
   a. The teacher must waive his/her right to coverage during the open enrollment period each year.
   b. Coverage must be waived for the entire calendar year (January 01 - December 31) of each year.
   c. Spouses employed by the District are eligible for this annual benefit.
   d. PCTA members who are dependents on their parent's District insurance are eligible for this annual benefit.

2. For teachers who have participated in this waiver and desire to be reinstated to the Board Plan, the following criteria must be followed:
   a. The teacher must enroll during the open enrollment period for the upcoming calendar year (January 01 - December 31).
3. Members who come on the health plan during the calendar year due to a life event will have their Insurance Coverage Opt-Out Bonus pro-rated accordingly.
4. Payments for the Insurance Coverage Opt-Out Bonus will be paid twice a year in January and July according to the table below:

January (for the previous 6 months) ● $1250	July (for the previous 6 months) ● $1250

Insurance Coverage Opt-Out payments will be pro-rated.

~~**ARTICLE 6: LOCAL PROFESSIONAL RECERTIFICATION PROGRAM**~~

Effective as of the 2025-2026 school year, Article 6 is stricken from the Agreement but shall remain within the Agreement.

~~**6.01 Renewal Certificate/License Application**~~

~~The application fee of all teaching certificates held by the employee at the time of recertification will be made directly to the Department of Education:~~

~~1. By the certified staff member and will be reimbursed by the District within 15 working days upon receiving receipt.~~
~~2. By the LPDC chairperson/principal at the time of renewal~~
~~3. By the Treasurer's office staff.~~

~~**6.02 Background Checks**~~

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

ARTICLE 7: LEAVES/ATTENDANCE

7.01 Sick Leave

1. Each bargaining unit member will be granted fifteen (15) days of sick leave with pay for each year under contract, which will be credited at the rate of one and one-quarter (1 1/4) sick days per month. Teachers may accumulate up to two hundred seventy (270) sick leave days.
2. Each part-time member of the bargaining unit accumulates a proportional number of paid sick leave per month in relation to the amount of time he/she is employed. There will be an accumulation of up to two hundred seventy (270) sick leave days.
3. Attendance Incentive: Bargaining unit members who are employed the entire nine-week period shall receive for each nine weeks payment according to the following schedule:
    a. Attendance incentive would be paid according to the following schedule:
        i. 1st nine weeks - first pay of December.

ii. 2nd nine weeks - second pay of March
iii. 3rd nine weeks - first pay of May
iv. 4th nine weeks - second pay of July

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

4. The use of sick leave shall be for that allowed by the Ohio Revised Code. This shall include, but not be limited to:
   a. Illness
   b. Up to seven (7) days in the event of a death within the immediate family.
      i. The "immediate family" shall be defined as spouse, son/son-in-law, daughter/daughter in-law, father/father-in-law, mother/mother-in-law, brother/brother-in-law, sister/sister-in-law, grandparents, or other persons who have assumed a similar position as parents to the teacher.
   c. Up to one (1) day in the event of a distant relative or personal friend.
   d. For absence due to disability caused by or contributed to by pregnancy.
   e. For the period of absence caused by a quarantine by official mandate or the proper health authorities.
   f. To provide necessary care for ill or injured members of the immediate family.
   g. For medical problems under the care of a physician.
   h. Up to five (5) days of paternity leave.
5. A signed physician's statement after five (5) consecutive days of absence is required. This statement may be submitted to the principal or his/her designee.
6. Notification of use of sick leave shall be given verbally as early as possible, and the proper notification form shall be filed within five (5) days of the member's return to work.
7. Any member of the bargaining unit shall, when necessary, have an advancement of up to five (5) additional sick leave days per school year, no less than a two (2) months extension of Board paid health benefits, and the right to pay for extended healthcare benefits an additional twelve (12) months (such extension to be contingent upon carrier approval). Should an individual choose to extend his/her benefits, he/she shall pay the premium costs at the group rate to the Board Treasurer in advance on a month-to-month basis. All advancements shall be charged against the sick leave of the Bargaining Unit Member subsequently accumulated. Any Bargaining Unit Member who leaves the employment of the Board with a negative sick leave balance shall repay the District the appropriate per diem amount for each such day. If the Bargaining Unit Member has salary due sufficient to cover the deficit, the Treasurer shall deduct the amount from the Bargaining Unit Member's last paycheck. Otherwise, the Bargaining Unit Member shall pay the amount due directly to the Treasurer.

7.02 Jury Duty and Witness Leave

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

7.03 Military Leave

Military leave shall be granted pursuant to the Ohio Revised Code**.**

7.04 Personal Leave

1. Each member shall be granted during each school year three (3) days of leave for personal reasons. This leave will not be accumulated. Unused personal days at the end of each school year will be added to an employee's sick leave accumulation (not to exceed 270 days as outlined in Section 7.01) by the end of the first quarter the following school year.
    a. If at the end of each school year an employee has any unused personal leave days, that employee may carry over up to two (2) personal days to the following year. The amount of personal leave days may not exceed (5) five personal days in any given year.
    b. Teachers who do not use their personal leave and choose not to receive the above-mentioned bonus may convert their unused personal leave days to their accumulated sick leave.
    c. If a qualifying bargaining unit member opts to carry over any of their unused days, he/she must inform the Treasurer in writing of his/her decision by the last day of the school year. If an employee fails to notify the Treasurer by that date, the employee will have their unused personal leave days added to their accumulated sick leave.
2. These days may be used in half-day increments. Personal leave shall not be taken on the first day of classes; a teacher's meeting/workday, waiver day of instruction, parent/teacher conference day, district-wide in-service, or any day immediately before or after a holiday. The Superintendent or his/her designee may waive this limitation in special/emergency situations. Prior to the waiver of this limitation, an oral/written notification explaining the nature of the emergency shall be filed with the Superintendent or his/her designee. The employee must turn in a written leave request form to his/her immediate supervisor at least forty-eight (48) hours prior to such leave, except for special/emergency situations. If an employee wishes to use more than three (3) personal days consecutively, the employee must turn in a written leave request

form to his/her immediate supervisor at least seven (7) calendar days prior to such leave.

7.05 Professional/Association Leave

1. The Board shall allow for an annual bank of one hundred twenty (120) paid professional leave days, twenty (20) of these one hundred-twenty (120) being for the Association representatives who attend Association governance events. The others are to be used for meetings which can be beneficial in improving the teacher's classroom duties. The professional instructional meetings should correlate with the District's Continuous Improvement Plan goals. For so long as this bank allows, a teacher is entitled to use at least one (1) such day provided application for such leave is made no less than two (2) weeks in advance to the Personnel Director or his/her designee.

2. When the professional leave bank is exhausted, teachers may be granted additional professional leave, in excess of one hundred twenty (120) days, upon approval of the Superintendent or his/her designee. The Superintendent or his/her designee shall keep track of all leave that is used and inform the Association when the total leave bank has been exhausted.

3. Teachers who are granted professional leave shall be reimbursed by the Board according to established policy.

7.06 Assault Leave Policy

1. The teacher who, as the result of being physically assaulted while performing contracted services in connection with the performance of a professional assignment, is unable to teach will be eligible for assault leave. If that teacher is assaulted by another staff member, a committee will determine if the assault leave is justified. The committee will be made up of the PCTA President and another PCTA member selected by the President, the Superintendent, and another administrator selected by the Superintendent, and the Board doctor. (This committee is to be formed and able to function within one (1) month of signing the contract.)
2. If an assault on a teacher results in the teacher being unable to teach, said teacher shall be provided assault leave up to twenty (20) days without loss of pay or benefits. The use of additional days will be determined by the committee established in 7.061

3. Assault leave days shall not be subtracted from said teacher's sick leave. The Superintendent or designee may require a statement by the Board's physician, at no cost to the teacher, relative to the capability of the teacher to teach and to the extent of the injuries received.

4. At the termination of the said disability, the teacher shall return to his/her professional assignment held prior to the disability, unless said teacher desires another position. Such selection shall be in accordance with the established "transfer" policy.

5. If court action results, the teacher shall be granted leave of his/her professional duties upon request to the Superintendent or his designee with no loss of pay or benefits for the days in court or consultation as shall be required by counsel or law enforcement offices that cannot be transacted outside of teacher hours.

7.07 Leave of Absence

1. Any teacher may request in writing to the Personnel Director, no less than thirty (30) days in advance, an unpaid leave of absence. Aid leave would be for one school year or the remaining days of that school year. The request shall contain a rationale for the leave and the days such leave would begin and end. Bargaining unit members will not be granted more than two (2) leaves of absence throughout his/her tenure with the school District. The Board shall have the sole authority in granting and denying such leave.

2. If the Board should elect to deny a requested leave of absence, such denial shall be made in writing no less than twenty (20) days prior to the requested initiated date of the leave with the reason(s) the leave has been denied, otherwise, the leave shall be granted as requested.

3. Fringe benefits may be continued by the employee provided the employee pays the Board for the actual costs at the group rate of such fringe(s) monthly in advance.

4. In the case of placement on sick leave or involuntary leave, the teacher may request and have a hearing within the time limits and in the manner provided for in Section 3319.13, 3319.16, and 3319.161 of the Ohio Revised Code

5. Upon written agreement between both parties to this contract, the time limits in this policy may be waived.

ARTICLE 8: TRAVEL ALLOWANCE

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

ARTICLE 9: PAYROLL DEDUCTIONS

9.01 Deduction of yearly dues and fees shall be authorized for payroll deduction to the Treasurer by the teacher for the following:

1. Portsmouth City Teachers Association
2. Ohio Education Association
3. National Education Association
4. Southeast Ohio Educational Association
5. Affiliated organizations of the Ohio Education Association as found on the yearly enrollment form
6. Insurance (cancer and disability) from companies involved as of July 01, 1986
7. Savings Bonds
8. Annuities (See Article 13)
9. Credit Union
10. EPAC (See Article 24)
11. Mandatory municipal, state, and federal taxes
12. IRA's
13. United Way
14. Red Cross
15. Service Credit
16. Ohio Tuition Trust
17. Ohio Deferred Compensation

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

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

9.04 Authorization

1. A signed authorization permitting the deduction must be on file with Treasurer by October 15 of each year if payroll deductions are to be made that school year (excluding items 6, 7, 8, 9, 11, 12, 13, and 14).

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

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

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

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

ARTICLE 10: PAY PERIODS

10.01 Each teacher's gross annual pay will be divided by twenty-six (26) and authorized deductions will be subtracted from that amount. Paychecks will be issued on every other Friday unless that day is a holiday, in which case the payment will be on the previous day.

10.02 After the adoption of the school calendar, there may be a need to adjust the pay periods due to twenty-six (26) year equality 364 days and a calendar year equaling 365 or 366 days.

1. To adjust the pay periods, the Treasurer may utilize a pay period of up to three (3) weeks provided eight (8) weeks prior notification of this is given to all teachers.

ARTICLE 11: ELECTRONIC/DIRECT PAYCHECK DEPOSIT

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

ARTICLE 12: RETIREMENT SEVERANCE PAY

12.01 Retirement severance pay will be granted to each teacher who actually retires from the District and who applies and qualifies for retirement under STRS. Payment for retirement severance will be based upon one fourth (1/4) of two hundred seventy (270) days or less of sick leave days accumulated at the time of retirement times the daily rate of pay on the teacher's last full day of work. As a further incentive to minimize sick leave use, the Board shall provide for an additional five (5) days of bonus retirement pay for a total of seventy-two and one-half (72.5) days, beyond the cap of sixty-seven and one half days (67.5), if in the year of retirement, the bargaining unit member uses no more than five (5) days of his/her sick leave.

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

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

ARTICLE 13: TAX SHELTERED ANNUITIES

13.01 The Board will cooperate with its employees to permit participation in a tax-sheltered annuity program through a payroll deduction plan according to the following rules and regulations:

1. Individual contract annuities containing the "tax-sheltered" feature, defined in Section 403 (b) of the Internal Revenue Code of 1954 as amended and in Section 3917.04 Ohio Revised Code 1967 may be purchased by employees from insurance companies which are licensed to do business in the State of Ohio. The number of companies may be limited by the capacity of the hardware and/or software.

2. Each employee assumes sole responsibility in the selection of the company from which he/she wishes the annuity be purchased. After an annuity agreement is authorized, up to two (2) changes may be executed within any calendar year with appropriate written notice to the Treasurer. The deadlines for executing a change

shall be February 15 and August 15, and any such change shall be effective with the first regularly scheduled payday of the next following month.

3. The following documents must be properly completed and filed in the office of the Treasurer: a. Salary Reduction Agreement - The effective date shall be the first day of the month of which the salary reduction is applied to the premium.

    a. Copy of Retirement Annuity Application Form of insurance company showing beginning date of premium and the amount of monthly premium.

    b. Premiums will be limited to a minimum of $5.00 per month. The insurance company will be responsible for computing the exclusion allowance based on information submitted to it and determining that the premiums are fully excludable from current taxable income and that the individual employee, and his tax advisor or attorney will be responsible for the consequences to him under the tax-sheltered annuity program.

    c. Remittance to the insurance company will be made monthly no later than ten (10) days after the beginning of the period to which the premium is applicable. The Board should be billed each month including the name, policy number, and amount of premium due for each employee.

    d. For purposes of calculating the City of Portsmouth Income Tax, where applicable, contributions to Retirement Systems, and absence loss, “salary” shall be considered to be the sum of the gross amount paid the employee and the amount paid for the annuity.

    e. The W-2 withholding statement at the end of the calendar year will show the amount of earnings exclusive of the payments applied toward the purchase of an annuity.

    f. No partial annuity premium payments will be made. If for any reason the premium payments are not sufficient from the salary reduction applicable to any payroll, back payment shall be submitted to the Treasurer by personal payment from the teacher. No prepayment will be made for an employee.

4. STRS “Pick-up” Utilizing the Salary Reduction Method

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

    a. The amount to be “picked-up” on behalf of each employee shall be the appropriate percentage rate set by STRS times the employee’s gross annual compensation. The employee’s annual compensation shall be reduced by an

amount equal to the amount "picked-up" by the Board for the purpose of State and Federal tax only.

b. The "pick-up" percentage shall apply uniformly to all members of the Association. c. No employee covered by this provision shall have the option to elect a wage increase or other benefit in lieu of the employer "pick-up."

c. Payment for all paid leave such as sick leave, special leave, professional leave, and personal leave, but excluding severance pay, attendance incentive, unemployment and worker's compensation shall be based on the employee's daily gross pay prior to reduction (e.g., gross pay divided by the number of days in a teacher's contract). Each teacher will be responsible for compliance with Internal Revenue Service salary exclusion allowance regulations with respect to the "pick-up" in combination with other tax-deferred compensation plans.

d. Payment for all services rendered including paid leaves will have the salary reduction method applied to the entire amount. Exceptions include but are not limited to severance pay, reimbursement for expenses, and attendance incentive pay.

e. If the foregoing "pick-up" provisions are nullified by subsequent Internal Revenue Service rulings, Ohio Attorney General opinions, or other governing regulations, the Board will be held harmless, and this Section D of Article 13 shall be declared null and void.

ARTICLE 14: EMPLOYER MATCHING CONTRIBUTIONS

14.01 Annuity Program

Annuity Program Beginning in School Year 2020-2021 the Board will match up to a $200 contribution by the member on a dollar-for-dollar basis. The member contributions will defer taxes until retirement withdrawal.

1. The Board will match a minimum $200 contribution by the member on a dollar-for-dollar basis.
2. The deadline to sign up for the annuity program for a school year in order to receive Board matching amount:
    a. An individual already employed: August 15.
    b. A new employee: The first day of employment
3. Requests for changes in the amount of contribution or the company contributed to must be done by:

a. August 15 for a change to commence in September contributions.

4. The Board may limit the number of financial companies participating in the program to the extent permitted by law.
5. The Board's matching contribution will be made to the participating financial company on the second pay of March and/or the second pay of August as the member meets the matching requirements.
6. Eligibility for the annuity program shall be limited to full-time certified employees.
7. Upon separation from the District the Board's matching contribution will be made on the last pay of employment to the participating financial company if matching requirements are met.

ARTICLE 15: CALAMITY PROCEDURE

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

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

ARTICLE 16: ASSOCIATION RIGHTS

16.01 The PCTA and their OEA and NEA representatives shall have the right to use school buildings for meetings. Notification of the use of school premises will be made at least one (1) hour in advance; the Association assumes liability for any damages to the premises should they occur and to bar the custodial overtime costs should that occur.

16.02 Only authorized representatives of PCTA, OEA, and NEA shall be permitted to transact official association business on school property providing this shall not interfere with or interrupt normal instructional programs in keeping with provisions of building policy.

16.03 The Association shall have the right to use school facilities and equipment including, but not limited to, copy machines, computers, telephone (toll calls shall be paid for by the Association), calculating machines, and audio-visual equipment as long as it does not interfere with school business. The Association is responsible for the use of

equipment and is liable for breakage should it occur and for paper and material costs should school supplies be used.

16.04 The Board shall provide a teacher bulletin board in every school building. The Association shall have the right to post notices of its activities and matters of association concern on such bulletin boards.

16.05 The Association may use the building mailboxes provided to each teacher in the system.

16.06 PCTA representatives shall have the right to attend all regular and public Board of Education meetings and shall be permitted to speak prior to the Board's vote on any agenda item at all said meetings. The Association President will receive a complete copy of the Board Agenda by 3:00 p.m. on days prior to all Board Meetings. The President agrees that no one other than members of the Representative Assembly will have access and that the information will not be "leaked" to the media.

16.07 The Association representative shall be given time during all building meetings of the instructional staff to make routine association announcements when time permits.

16.08 Names and addresses of newly employed staff members will be made available upon request to the Association.

16.09 The PCTA President or his/her designee shall be allowed to speak at the orientation meeting for new teachers. The PCTA may pay the cost of the mean for the PCTA President or his/her designee at the orientation meeting.

16.10 The Association will be allowed to purchase consumable supplies from the Board if a request is made at the time of the Board's normal requisition deadline. All supplies ordered by the association must be accepted if ordered.

16.11 The administration will provide the PCTA with three (3) copies of the school directory.

16.12 A Labor-Management committee shall be established. The committee shall consist of the Superintendent and three (3) administrators appointed by the superintendent, the PCTA President and one (1) representative from each building (if they have an agenda item) as selected by the PCTA president. The committee will meet once a month or more or less often if mutually agreed. The Superintendent and the PCTA President will establish the schedule of meetings.

16.13 The Board hereby leases to the Association office space on an annual basis for the sum of one dollar ($1.00) per year. This lease shall be renewed automatically every year unless either the Board or the Association gives written notice to the other party six (6) weeks before the annual expiration date, stating it wishes not to renew the lease.

16.14 Upon request of the Association President, the Association shall within five (5) workdays, be provided public documents that are prepared in the normal course of the District business.

16.15 An Association representative involved in the representation of a bargaining unit employee will not suffer any loss of pay for time spent in such representation.

16.16 The Association President shall be supplied with one (1) copy of the complete School Board Policies and any addenda, thereto.

ARTICLE 17: FAIR DISMISSAL PROCEDURE

17.01 Non-Renewal of a Regular Limited Contract

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

17.02 Termination of a Contract

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

17.03 Time Frames

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

17.04 Fair Dismissal Procedure

1. Just Cause: No bargaining unit member will be disciplined without just cause. Just cause provides for less serious misconduct to be administered in a progressive manner designed to correct behavior. The purpose of progressive discipline is to give the teacher an opportunity to improve his/her performance or behavior before further discipline is administered. Except in serious cases, progressive discipline gives an employee an opportunity to correct behavior.
2. Privacy of the Reprimand: No employee will be verbally reprimanded in the presence of any other employee, students, parents, or any non-certified employee.
3. System of Discipline: The following system of progressive discipline will normally be followed:

   a. Verbal Warning: Documented verbal warning (Appendix 16) and a conference with the building administrator, during which the administrator will notify the teacher that this step initiates the discipline procedure. The memorandum will not be placed in the teacher's personnel file. At least a 24-hour advanced notification of the meeting will be

given which may be waived with the mutual agreement of the teacher and administrator.

b. Written Reprimand: Written reprimand and conference with the building administrator. This written notice will be placed in his/her personnel file. The teacher will be informed that if there are repeated violations will result in further disciplinary action. At least a 24- hour advanced notification of the meeting will be given which may be waived with the mutual agreement of the teacher and administrator.

c. Suspension without pay: Suspension by the Superintendent without pay, with written notice of such and a conference with the Superintendent. The written notice will clearly specify that further misconduct will result in additional days of suspension without pay and/or possible recommendation for termination.

d. Termination: Termination in accordance with Section 3319.16 or the ORC as specified in Section 17.02 above.

4. The severity and relevant circumstances surrounding the bargaining unit member's action(s) will determine the appropriate discipline, and it is recognized that one or more of the preliminary steps preceding terminations may be bypassed in a particular case. If more than 24 months have lapsed between any step of the progression, it may not be used as part of the progression.
5. An Association representative will be permitted to attend any investigatory interview of a member in which disciplinary action is being contemplated against the member. If the teacher chooses not to have Association representative, one (1) Association representative may still attend the hearing.
6. Any disciplinary action, other than termination, may be appealed through the grievance procedure.
7. No reprisal of any kind shall be taken against any participant in the Progressive Discipline Procedure

ARTICLE 18: TEACHER'S PROFESSIONAL EVALUATION

18.01 Purpose

1. To assess an employee's work performance.
2. To help the employee to achieve greater effectiveness in performance of the work assignment.
3. To constitute the basis for personnel decisions including promotions, reassignments, continuing contract status, limited contract renewal, or contract non-renewal.
4. To focus on methods and instrumental strategies to improve student achievement.

18.02 Procedures

1. Evaluator

   Evaluation of an employee shall be conducted by a licensed and properly credentialed building administrator employed by the Portsmouth City Schools Board of Education in the building where the teacher gives instruction or by the Superintendent. In the event an employee performs work under the supervision of more than one administrator, one administrator shall be designated as the evaluator. The evaluator shall not be a bargaining unit member. In the case of situations where a building level administrator is on leave of absence for more than ten (10) work days and other building level administrators are unable to complete walkthroughs, observations, and/or the evaluation cycle, the district superintendent will complete those duties until the administrator on extended leave returns. If exigent circumstances arise due to the absence of one or more administrators, the administration will request a meeting with the PCTA Executive Committee and together they will discuss alternatives for the continuation of the Ohio Teacher Evaluation System 2.0 (OTES 2.0) cycle. After consensus is reached between the PCTA President (elected or acting) and the Superintendent (or designee), an MOU will be drafted and signed subject to ratification rules which may have been adopted by each party.

   All evaluators must successfully complete the state mandated credentialing training on the Ohio Teacher Evaluation System.

2. Orientation

   Not later than September 1 of each year, or in the case of a new employee hired after the first day of school for students, within two (2) weeks of the first day worked, each employee shall be notified in writing of the name and position of the evaluating supervisor. A new employee or one reassigned after the beginning of the work year shall be notified by the evaluator of the evaluation procedures in effect. Such notification shall be within two (2) weeks of the first day in a new assignment or as soon as reasonably practicable.

   All employees will be given training on the Evaluation Instrument in the fall of each school year, or in the case of a new employee hired after the first day of school for students, within two (2) weeks of the first day worked. The training will give instructions on the purpose, strategies and mechanics of the evaluation tool, particularly related to the connection between evaluation and performance standards. Nothing in this paragraph shall restrict the evaluator or shall hamper the evaluation process in any way.

3. Self-Assessment (Voluntary)

   Any self-assessment under this article may be recommended, but not required. The self-assessment is private to the teacher.

4. Annual Professional Growth Plan or Improvement Plan (Required)

A teacher's Professional Growth Plan or Improvement Plan is based on the Final Holistic Rating from the most recent evaluation cycle and observations. Evaluators have the discretion to place any teacher on an Improvement Plan at any time based on deficiencies in any individual component of the evaluation system. Professional Growth Plans or Improvement Plans must be completed before each annual evaluation cycle begins.

a. Determination of Required Plan and Evaluator Assignment
    i. A teacher who is NEW to the profession or district develops a Professional Growth Plan collaboratively with the evaluator. He or She will be assigned an evaluator.
    ii. A teacher with a Final Holistic Rating of ACCOMPLISHED develops a self-directed Professional Growth Plan annually. The teacher may choose his/her credentialed evaluator.
    iii. A teacher with a Final Holistic Rating of SKILLED develops a Professional Growth Plan annually, working jointly with the evaluator. The teacher can have input on his/her assigned credentialed evaluator.
    iv. A teacher with a Final Holistic Rating of DEVELOPING annually develops a Professional Growth Plan guided by the evaluator. The teacher will be assigned a credentialed evaluator by the Superintendent or designee.
    v. A teacher with a Final Holistic Rating of INEFFECTIVE will be placed on an Improvement Plan developed by the evaluator. The teacher will be assigned a credentialed evaluator by the Superintendent or designee.

a. Professional Growth Plan (If determined to be applicable)
    i. The purpose of the Professional Growth Plans is to help teachers identify areas of professional development that will enable them to grow their instructional practice.
    ii. Professional Growth Plans are developed annually.
    iii. Professional Growth Plans must include two (2) clear goals developed based upon the data (qualitative and quantitative) from evaluation cycles and aligned with Standards.
    iv. Professional Growth Plans must align to the most recent evaluation cycle results and propose a sequence of action(s) leading to progress toward the two (2) identified goals.
b. Improvement Plan (If determined to be applicable)
    i. The purpose of an Improvement Plan is to identify specific deficiencies in performance and foster growth through professional development and targeted support. If the teacher does not progress and/or take the corrective actions within the time specified in the Improvement Plan, the evaluator may make a recommendation either to dismiss the teacher or continue the plan.

ii. When an administrator initiates an Improvement Plan at the end of an evaluation cycle, he or she must:

(1) Identify, in writing, the specific area(s) for improvement, aligned to the Ohio Standards for the Teaching Profession;
(2) Specify, in writing, the level of performance the teacher is expected to reach and a reasonable timeframe to correct the deficiencies;
(3) Develop and implement a written plan for improvement that will be initiated immediately and include available resources and assistance;
(4) Determine additional education or professional development the teacher needs to improve in the identified area(s)
(5) Identify the components and/or method to collect evidence regarding progress.
(6) An evaluator will, as part of the subsequent full evaluation cycle, reassess the educator's performance in accordance with the written Improvement Plan initiated at the end of the previous year. This will include three (3) performance observations. When the cycle is completed, if the evaluator determines through collected evidence an acceptable level of performance improvement has occurred, meeting the details of the existing Improvement Plan, the plan is considered complete. If the teacher's performance remains Ineffective, the evaluator may choose to create a subsequent or new Improvement Plan for the following year or take necessary steps to recommend dismissal to the Superintendent.

5. Evaluation Process

a. Full Evaluation Cycle of an Educator with a Professional Growth Plan: A full evaluation cycle under this category consists of the following:

i. Formal Observation 1: pre-conference, announced/scheduled holistic evaluation (minimum of 30 consecutive minutes), post-conference
ii. Formal Observation 2: a focused announced/scheduled evaluation (minimum of 30 consecutive minutes) with an emphasis on identified focus area(s), if applicable, from the previous post-conference.
iii. Informal Observations/walkthroughs: at least two per observation; 4 total (no less than 10 consecutive minutes; no more than 15 minutes) with an emphasis on identified focus areas (strengths), and/or area(s) for growth (improvement). Informal observations/walkthroughs may be announced or unannounced.
iv. Each teacher whether on a full or less frequent evaluation cycle with a Professional Growth Plan must meet with his/her evaluator to discuss the Professional Growth Plan during any and all required conferences (pre, post, less frequent cycle and final summative). Educators will review and discuss with their evaluator the progress of their Professional Growth Plan goals.

v. The first of the two formal teacher observations will be completed by Thanksgiving/Fall Break.
vi. All teacher evaluations cycles are completed by May 1. Teachers will receive a written copy of their evaluation results by May 10.

b. Full Evaluation Cycle for an Educator on an Improvement Plan: A full evaluation cycle under this category consists of the following:

i. Formal Observation 1: pre-conference, announced/scheduled holistic evaluation (minimum of 30 consecutive minutes), post-conference
ii. Formal Observation 2: pre-conference, announced/scheduled holistic evaluation (minimum of 30 consecutive minutes), post-conference
iii. Formal Observation 3: focused announced/scheduled evaluation (minimum of 30 consecutive minutes) with an emphasis on identified focus area(s) from the previous post-conference.
iv. Informal Observations/Walkthroughs: at least three; 6 total (no less than 10 consecutive minutes; no more than 15 consecutive minutes) with an emphasis on items identified on the Improvement Plan. Informal observations may be announced or unannounced.
v. Each teacher on a full evaluation cycle with an Improvement Plan must meet with his/her evaluator to discuss the Improvement Plan at least 5 times to (1 and 2) set or review goals during the first and second pre-conference, (3 and 4) assess progress toward goals during the first and second post-conferences, and (5) reflect on the work during the end-of-year final summative conference.
vi. The first of the three formal teacher evaluations will be completed by October 31. The evaluation process will be completed by May 1. Teachers will receive a written copy of their evaluation results by May 10.

c. Less Frequent Evaluation Cycle of an Educator with a Professional Growth Plan: A limited evaluation cycle under this category consists of the following:

i. Informal Observation: pre-conference to discuss the lesson to be observed (including how it connects to the educator's Professional Growth Plan), informal observation of no less than 10 consecutive minutes; no more than 15 consecutive minutes, post-conference to discuss the teacher's progress on the Professional Growth Plan

6. Evaluation Cycles

a. Any teacher receiving a final holistic rating of accomplished will have a full evaluation cycle every three years as long as the evaluator determines the teacher is making progress on their Professional Growth Plan.

b. Any teacher receiving a final holistic rating of skilled will have a full evaluation cycle every two years as long as the evaluator determines the teacher is making progress on their Professional Growth Plan.

c. In any year in which a teacher who has not been fully evaluated as a result of having previously received a rating of accomplished or skilled, a credentialed evaluator shall follow the "Less Frequent Evaluation Cycle of an Educator with a Professional Growth Plan" in section B. 5. above, with the exception of educators whose contract expires that year.

d. Any teacher whose contract is expiring will have a full evaluation cycle regardless of his/her current evaluation cycle.

e. Time limits in this evaluation cycle procedure shall be adhered to except in cases of extended absence on the part of the employee. In this instance the employee and the employer will mutually agree upon a schedule.

f. The intermittent or extended absence of a teacher shall not render the evaluation process moot. If a teacher is on an extended leave of absence or is continually absent on the day scheduled for their evaluation or observation, the teacher's record shall be completed based on the current school year's observations and the resulting employment decision shall be made with the documented information at hand.

g. The board of education may elect not to conduct an evaluation of a teacher who: (1) was on leave for 50% or more of the school year; or (2) has submitted notice of retirement on or before December 1 of the school year.

7. Criteria for Evaluation

a. An employee shall be evaluated on criteria set forth in the Evaluation Instrument, as set forth in this contract (Appendices 9-14).

b. No employee shall be evaluated on his or her work performance except after fair and reasonable observations of the work performance of the employee.

c. The evaluator may include evidenced based anecdotal and other verified information based upon the OTES 2.0 Performance rubric and expectations of the Ohio Standards for Professional Educators that have a direct bearing on the teacher's classroom effectiveness.

d. No undocumented, unaligned evidence or information may become part of an employee's performance evaluation report. This includes all formal and informal observations.

e. The parties hereby express their specific intent to supersede the evaluation procedures in Ohio Revised Code 3319.11 by adopting this article.

8. Informal Assessments/Walkthroughs

Classroom walkthroughs shall be permitted and, to the extent practicable, shall be communicated in advance to all parties. The goal is to identify effective instructional practices and provide specific evidence for improvement to teachers who need additional support. If deficiencies are continually observed, a full evaluation may be initiated the following year as a part of the OTES 2.0 process regardless of a less frequent cycle. OTES walkthroughs will be limited to a maximum of two per formal observation. If more

than two are performed, only those that are directly tied to the evidence of unnoted OTES 2.0 criteria can be used for the final observation score.

a. An OTES walkthrough is a formative process documented on a computer generated or paper-based form that focuses on one or more of the following components:

i. evidence of planning
ii. lesson delivery
iii. differentiation
iv. resources
v. classroom environment
vi. student engagement
vii. assessment

b. An OTES classroom walkthrough is NOT a(n):

i. formal observation
ii. "gotcha" opportunity for supervisors or evaluators
iii. isolated event
iv. shortcut to the observation protocol required as part of the teacher evaluation process
v. performed arbitrarily
vi. conducted without being in full sight of the classroom teacher

c. The walkthrough will be no less than 10 minutes, and no more than 30 minutes.
d. Walkthroughs will be in-person and in full view of the employee.
e. The parties hereby express their specific intent to supersede the evaluation procedures in Ohio Revised Code 3319.11 by adopting this article.

18.03 Finalization of Evaluation Cycle Rating

The final performance evaluation of an employee shall be based upon the observations of the employee's performance and the criteria listed under the Criteria for Evaluation section of the OTES 2.0 Rubric, and shall acknowledge the performance strengths of the employee evaluated as well as performance deficiencies, if any. The evaluator shall note all the data/evidence used to support the conclusions reached in the formal evaluation report. The evaluation report shall be signed by the evaluator. The evaluation report should then be signed by the employee to verify notification to the employee that the evaluation will be placed on file, but the employee's signature should not be construed as evidence that the employee agrees with the contents of the evaluation report. The final evaluation report shall be completed by May 15, signed by both parties, and sent to the Superintendent.

The employee's failure to sign their evaluation does not affect the legal sufficiency thereof.

1. Response to Evaluation

   The employee 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 employee's personnel file. A copy signed by both parties shall be retained by the employee.

2. Due Process

   An employee shall be entitled to Association representation at any conference held during this procedure in which the employee will be advised of an impending adverse personnel action.

   Any adverse employment action will be done in a progressive manner.

18.04 The Evaluation Instrument

1. Evaluation Tool

   The Portsmouth City School District will use the approved OTES 2.0 evaluation rubric for all teachers. A mutually agreed upon evaluation tool will be used for the nurse and librarian. The OSCES rubric (Appendix 15) will be used for all School Counselors.

2. Changes/Revisions

   In the event of legislative action by the Ohio General Assembly that impacts in any way on this Topic; the parties to the Master Agreement agree to reconvene bargaining to make appropriate adjustments

ARTICLE 19: REDUCTION IN FORCE (RIF)

The Board may reduce the number of teaching and/or supplemental contracts due to either substantial financial difficulty of the District or as authorized under Ohio Revised Code 3319.17: "1. Where there has been a decline in pupil enrollment; 2. Where regular teachers have returned from a leave of absence; 3. Where schools have been suspended; or 4. Where there have been territorial changes affecting the District" shall be made following provisions of the Ohio Revised Code Section 3319.17. The number of persons affected by a reduction in force will be kept to a minimum by not employing replacements insofar as practicable for teachers who retire, resign or whose limited contracts are non-renewed.

19.01 Reduction in Force Procedure

1. Reductions shall be made by suspending contracts based upon the Superintendent's recommendation. Contracts will be suspended in accordance with the following general procedures:

   a. The Board shall handle all staff reductions first through normal attrition
   b. First-year limited contract teachers shall be reduced by using the following order:
      i. Licensure/Certification
      ii. Meritorious service as determined by formal evaluation
      iii. When evaluations are comparable, by lowest seniority in the School District
   c. Second-year or more limited contract teachers shall be reduced by using the following order:
      i. Licensure/Certification
      ii. Meritorious service as determined by formal evaluation
      iii. When evaluations are comparable, by lowest seniority in the School District
   d. Continuing contract teachers shall have their contracts suspended beginning with the least senior teacher and continuing in reverse seniority order. Continuing contracts shall be suspended only after all limited contracts in the teaching field of assignment by using the following order:
      i. Licensure/Certification
      ii. Continuous service as determined by formal evaluation
      iii. When evaluations are comparable, by lowest seniority in the School District

   e. For purposes of reduction in force only, when determining comparability, the following ratings shall be used in the following order, with ineffective being reduced first:
      i. Accomplished/Skilled
      ii. Developing
      iii. Ineffective
   f. All members of the bargaining unit will be placed on a seniority list for each teaching field for which they are properly certificated/licensed. Teachers serving under continuing contracts will be placed at the top of the list, in descending order of seniority. Teachers serving under limited contracts will be placed on the list under continuing contract teachers, also in descending order of seniority.
   g. Seniority will be defined as the length of continuous service as a certificated/licensed employee under regular contract in this district.

i. Board approved leaves of absences such as military leave, professional leave and disability leave will not interrupt seniority, but time spent on other type leaves shall not count toward seniority.

ii. If two or more teachers have the same length of continuous service, seniority will be determined by:

(1) The date of the board meeting at which teacher was hired, and then by;

(2) The date the teacher signed his/her initial employment contract in the district, and then;

(3) Any remaining ties will be broken by lot.

iii. Thirty (30) days prior to a recommendation being made for a Reduction-in-Force (RIF), a copy of the seniority list will be given to the Association President.

h. Recommended reductions in a teaching field will be made by selecting the lowest person on the seniority list for that area of certification.

19.02 Recall Procedures

1. The names of teachers whose contracts are suspended in a reduction in force will be placed on a recall list for up to 36 months from the date of reduction. Thereafter, employees shall lose their right to recall. Teachers while on the recall list will have the following rights:

a. Teachers who possess a continuing contract shall be called back in areas of their certification by seniority, then teachers who possess a limited contract shall receive the same consideration in their areas of certification.

b. Bargaining unit members whose contracts have been suspended for the purpose of reduction in force will be allowed to continue all group insurance programs provided by the Board, subject to COBRA rules and to the terms of the policy or rules of the carrier. Failure to timely submit the proper amount of payment forfeits the bargaining unit member's right to continue insurance coverage. The Association holds the Board harmless for any application of this subsection.

c. A teacher whose name appears on the RIF list shall be offered reemployment to positions for which they are certified in order of seniority at the time they are non-renewed. No new teacher shall be employed by the Board while there are teachers on the RIF list who are certified to teach in any teaching position which is open.

d. If a vacancy occurs, the Board will send electronic notification as well as a certified announcement to the last known address of all teachers on the recall list who are qualified according to these provisions. It is the teacher's responsibility to keep the Board informed of his/her current contact information or any updates to certifications/licensures. All teachers are required to respond in writing delivered in person or by email to the district office within seven (7) calendar days. The most senior of those responding will be given the vacant position. Teachers who do not respond within seven (10) calendar days in writing delivered in person or by email, shall not be considered for the position for which they are being notified.

e. A teacher on the recall list will, 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 he/she enjoyed at the time of reduction.

2. The rights granted to a bargaining unit member(s) herein will be forfeited by them should they: (1) waive their recall rights in writing; (2) resign; (3) fail to accept recall to a position they could fill; (4) fail to notify the Board in writing delivered in person or by email within seven (7) calendar days after receiving the recall notice that they will accept the position which they can properly fill; (5) fail to report to work at the scheduled date and time listed in the recall notice.

19.03 Notice of Intent to Reduce Staff/Notice to Association

1. If the Board contemplates suspending a teaching contract of a member of the bargaining unit for reason of reducing staff, it will notify the Association in writing as soon as the need becomes evident that the suspension is necessary. The written notice will include the specific position to be affected, the reason for the action, and the time at which the suspension will become effective. The Association may, within five (5) days of receiving said notice, request a meeting with the Superintendent. The Association will be given the opportunity to present any information it may have which is relevant to the proposed action of the Board.

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

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

ARTICLE 20: VACANCY, VOLUNTARY & INVOLUNTARY TRANSFER, POSTING, & PROMOTION

20.01 Vacancy/Resulting Job Opening

1. For the purpose of this section "vacancy" shall be defined as any bargaining unit opinion in regular teaching duties by reasons of retirement, resignation, leave of absence, death, non-renewal on contract, termination of contract, or creation of a new position. When a "vacancy" is posted and filled by a bargaining unit member already employed by the Board, the position then occurring shall be deemed a "resulting job opening" for the purpose of this section.
2. In determining the filling of the teacher vacancies/resulting job openings, the administration will give first consideration to present employees who have indicated a desire or willingness to fill that vacancy. In instances where two or more employees have indicated a desire or willingness, seniority will be considered. A long-term substitute hired to fill a vacated position during the preceding year will not receive preference over a present employee. (See Article 1 Section 1.01 for definition of long-term substitute).
3. When a vacancy exists according to 20.011, the Administration shall cause the position to be posted for five (5) days during the school year and five (5) days during the summer recess before the Administrative decision is made as to who will fill it. When a resulting job opening exists according to 20.011., the Administration shall cause the position to be posted for five (5) working days during the school year and five (5) days during the summer before the Administrative decision is made as to who will fill it. The posting will indicate the location, the position, and any special benefits that are a part of that job. Postings will be done near the sign-in sheet during the school year. During the summer recess, postings will be accomplished by emailing the Association officers and building representatives a list of vacancies and resulting job openings on the day they are posted.

A copy will be posted in the central office personnel department during the summer recess. In addition, all summer postings will be emailed to all members using their district provided email address.

4. Applying for Vacancies – Upon receiving notification, any certified employee wishing to be considered for the posted vacancy will submit a written letter in person or send an email to the Superintendent asking them to be considered for the posted vacancy. The certified employee will be notified of the receipt of their letter of application. Such notice will be received by the bargaining unit member within five (5) working days after the receipt of the notice of application.

    a. The Superintendent upon receipt of any and all application letters from certified bargaining unit member will:

        i. check areas of certification of applying bargaining unit member(s)

        ii. review evaluations of applying member(s), and

        iii. compile a list of current members wishing to be considered for the vacancy(ies) to be made available to the Board at their next meeting when applicable.

20.02 Voluntary Transfer

1. Teachers who desire a change in grade and/or subject assignment or who desire to transfer to another building may file a written statement of such desire by April 1st with the personnel office.
2. If a position becomes vacant/open, a teacher may request in writing to be considered for that position prior to it being posted.

20.03 Involuntary Transfers and Reassignment

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

administrator for the purpose of discussing the transfer and the reasons for it. At such conference, the teacher may be presented by one person of his/her choice.

20.04 Promotions to Vacant or New Supervisory Positions

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

20.05 Janitorial Help

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

ARTICLE 21: PERSONNEL FILE

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

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

21.03 No documents except those in the official personnel file shall be reviewed for official action.

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

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

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

21.07 Informal notes or records about teachers that are maintained by the administrators shall not be included in the official file except in accordance with Section 21.05 above, or as a part of the teacher's formal evaluation.

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

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

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

ARTICLE 22: SENIORITY

22.01 Definition of Seniority

1. Seniority shall mean the length of continuous employment as a certificated employee under regular contract in this District.
   a. Seniority shall begin to accrue from the first day worked under the conditions stated in the definition above.
   b. Seniority shall accrue for all the time a certified employee is on active pay status or is receiving worker's compensation benefits.
   c. Continuous service shall include all time on Board approved leave of absence and all time on disability retirement to a maximum of five (5) years.
   d. Seniority shall accrue for certified employees under regular contract one (1) year one hundred twenty (120) days for each year worked.
   e. No certified employee shall accrue more than one (1) year of seniority in any given work year.
   f. In the case of RIF, seniority will be accrued from the original hire date.
   g. Time worked as a long-term sub will not count as seniority in relation to any certificated employee under a regular contract. A long-term sub who becomes a certificated employee under a regular contract shall have their continuous time worked as a long-term sub credited as seniority in relation to other certificated

employees under a regular contract as though they were a certificated employee under a regular contract while working as a long-term sub.

22.02 Equal Seniority

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

22.03 Loss of Seniority

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

22.04 Posting of the Seniority List

1. The seniority list shall be posted annually by November 30. The Personnel Department shall prepare for posting on the designated bulletin board in each building a seniority list indicating, by area of certification, the date the employment contract was signed of all limited contracts. This list shall be made available to the PCTA President on or before the date of posting.
    a. The names of those certificated employees holding a limited contract shall appear on the seniority list in seniority rank order with the name of the most senior employee appearing at the top of the listing and the name of the least senior appearing at the bottom of the list. The names of those certificated employees holding a continuing contract will be included by November 30.
    b. Those certificated employees with more than one (1) area of certification will have each area of their certifications appear next to their name on the seniority list.

22.05 Correction of Inaccuracies

1. Each certificated employee on the seniority list shall have a period of thirty (30) days after posting of the seniority list in which to advise the Personnel Department in writing of a concern that they feel affects his/her seniority. Reported concerns shall be investigated and such adjustments as are in order shall be made to the seniority list. At

the conclusion of the thirty (30) day period mentioned in the paragraph above, an updated seniority shall be posted. If no adjustments are necessary, the original list will become the official seniority list until the following November 30.

ARTICLE 23: SCHOOL YEAR CALENDAR COMMITTEE

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

23.02 Proposals shall be put to a vote of the total staff, adhering to all voting procedures and deadlines. The results of this vote shall be presented to the Board for its consideration in its adoption of the school year calendar. It is understood that the Board has the final authority in the adoption of a school calendar.

ARTICLE 24: POLITICAL CONTRIBUTION PAYROLL DEDUCTIONS

24.01 Upon presentation of the following form, the Treasurer of the Board shall payroll deduct the amount as stated and shall continue to do so until notified in writing to discontinue such deduction. (See Appendix 14)

ARTICLE 25: COMPLAINT PROCEDURE

25.01 Should a verbal complaint be made by a parent or other member of the public to a school official concerning a teacher, the teacher shall be informed privately of the complaint by the principal. The principal and the teacher shall attempt to resolve the complaint.

1. Should the complaint be presented in writing or if the verbal complaint is reduced to writing, the teacher shall be informed of the complaint and the complaining party by the principal. The principal and the teacher shall attempt to resolve the complaint of the complaining party. If a parent-teacher conference is called, it shall be administered by the principal or his/her designee, and the teacher, upon request, shall have Association representation.
2. If the complaint is not resolved at the building level, it will go to the next level of administration. If a conference is called involving the teacher, the teacher, upon request, shall have Association representation.
3. If the complaint is not resolved at that level, it will go to the Superintendent or his designee. If a conference is called involving the teacher, the teacher, upon request, shall have Association representation.

4. If the principal or other central office administrators find it necessary to make a record of this complaint in the teacher's personnel file, it shall be only after the complaining party has reduced the complaint to writing. The teacher shall then have a right to attach a rebuttal statement to this record and this too will be placed in the teacher's file.

ARTICLE 26: ELIGIBILITY FOR CONTINUING CONTRACT STATUS

26.01 Teachers shall be eligible for continuing contract status in accordance with ORC Section 3319.11. However, a teacher shall neither be eligible for a continuing contract nor obtain a continuing contract by operation of law where the teacher did not notify the Superintendent in writing by September 15 of the intent to meet all requirements of a continuing contract. All required documentation must be on file in the Personnel Office by April 1st.

1. A continuing contract is a contract that remains in effect until the teacher resigns, elects to retire, or is retired pursuant to former section 3307.37 of the ORC, or until the teacher is terminated or suspended and shall be granted only if the following requirements have been met:
    a. Notify the Superintendent in writing by September 15 of the intent to meet all requirements of the continuing contract of the school year in which the teacher's limited contract expires. All required documentation must be on file in the Personnel Office by April 1.
    b. Evaluated in accordance with the Teacher Evaluation Process, Article 18
    c. Teachers who within the last five (5) years have taught as a full-time teacher for at least three (3) years in the District, and those teachers who, having attained continuing contract status elsewhere, have served two (2) years as a full-time teacher in the District. For the sake of this article only, one hundred twenty (120) or more days of continuous full-time employment within the fiscal year will be credited as a year.
    d. Teachers must hold a professional, permanent, or life teacher's certificate which was issued prior to January 01, 2011, and has completed one of the following:
        i. If the teacher did not hold a master's degree at the time of initial receipt, a teacher's certificate under former law or an educator license, thirty semester hours (30) of third or fourth year undergraduate and graduate coursework in the area of licensure or in an area related to the teaching field since the issuance of such certificate or in license, as specified in rules which the state board of education shall adopt.
        ii. If the teacher held a master's degree at the time of initially receiving a teacher's certificate under former law or an educator license, six (6)

semester hours of graduate coursework in the area of licensure or in an area related to the teaching field since the initial issuance of such certificate or license, as specified in rules which the State Board of Education shall adopt.

iii. If the teacher never held a teacher's certificate and was initially issued an educator license on or after January 1, 2011, said teacher must hold the license for at least seven (7) years before they can apply for a continuing contract in accordance with the above requirements.

ARTICLE 27: PLANNING TIME

27.01 Preparation period and/or preparation time is defined as that time which is set aside for the use by the teacher for: lesson planning, curriculum development, resource gathering, grading/assessment, collaboration, professional development, student support/counseling, communication with guardians, and/or classroom organization.

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

ARTICLE 28: TEACHING CONDITIONS

28.01 The Board shall make a genuine and practical attempt to ensure the pupil-employee ratios in all special education classes and shall meet the current standards required by the State Department of Education.

a. If the caps above are exceeded, an appropriately licensed administrative employee may be assigned to perform these duties so that the case load of the intervention specialist can be reduced to the caps, until such time that the number of students/IEPs warrants the employment of another intervention specialist.

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

28.03 The Administration shall make every effort to secure a certified substitute when a regular teacher is absent, and a regular teacher shall not be requested to cover for absent teachers unless in an emergency.

28.03.1 In the event that a regular is required to cover for absent teachers, the following conditions shall apply:

1. Compensation Rates: Secondary (7-12) (or as it may apply to some elementary programs) personnel shall be compensated at the rate of $17.86 per period in the event that a teacher adds an additional class above their normal workload. Elementary (Pre-K-6) personnel (or as it may apply to some secondary programs) shall be compensated based on the number of teachers volunteering to take additional students into their classroom for the whole school day. (see compensation chart below)

2. All such substituting shall be voluntary: The Administration shall make every effort to secure a certified substitute when a regular teacher is absent, and a regular teacher shall not be requested to cover for absent teachers unless in an emergency.

3. Sick Leave and Notification: During situations that require a teacher to leave after the school day has begun, the teacher must:

a. Notify the building principal,
b. And use, at a minimum, 1/4 (one fourth) of a day of sick leave.

4. Compensation Adjustment: The attached rates are based on the present rate paid to PCSD substitutes, which is $125.00 per day. Daily payment for substituting shall not exceed this pay. If this rate increases, the compensation rates will be increased proportionately.

Elementary Compensation Rates

Divided by ___ Classrooms	Compensation for Full Day	Compensation for Half Day	Compensation for One Fourth of a Day
7	$17.86	$8.93	$4.46
6	$20.83	$10.42	$5.21
5	$25.00	$12.50	$6.25

4	$31.25	$15.63	$7.81
3	$41.67	$20.83	$10.42
2	$62.50	$31.25	$15.63
1	$125.00	$62.50	$31.25

And/or $17.86 a period for teachers that follow the Junior High/High School schedule.

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

28.05 Every effort will be made to schedule IEP meetings during the teacher workday with class coverage provided for participating teachers. In the event an IEP meeting cannot be scheduled during the workday, a regular education teacher invited and attending the IEP meeting outside the workday shall be paid at the home instruction rate.

28.06 The principal, in accordance with Ohio Revised Code, in accordance with Ohio Revised Code, will be responsible for resolving issues prompted by the placement of students with disabilities in the regular classroom setting.

28.07 The Board and the Administration shall not discriminate against employees because of membership or leadership roles in the PTCA or participation in PCTA activities.

28.08 Specialized Health Care Procedures

1. Bargaining unit members other than licensed healthcare professional staff shall not be required to perform any medical procedures on a student. No bargaining unit member other than a licensed healthcare professional shall be required to provide custodial care services.

28.09 Full-time teacher aides/paraprofessionals will be provided to librarians if librarians are asked to perform regular teaching duties.

28.10 Any new initiatives/programs will be brought to a committee of teachers to have input before implemented by the District.

ARTICLE 29: TEACHING DAYS AND HOURS

29.01 The teacher workday shall not exceed 7 hours 15 minutes including consecutive 30- minutes duty-free lunch. The teacher shall sign a sign-out sheet before leaving the building during lunch.

29.02 The length of each school year shall not exceed one hundred eighty (180) instructional days including two (2) parent conference days. In addition to the 180 days, there shall be three (3) meeting/workdays, for a total of 183 days.

29.03 On days preceding holidays, or preceding other designated vacations, the teacher's workday shall end at the close of the pupils' day.

1. House Bill 59 and ORC 3313.48 set forth a new school calendar and the hours needed to meet the State mandated minimum instruction time. The school day will continue to be five (5) days per week.
2. The Portsmouth City teachers will continue to work 183 days per school year and 7 hours and 15 minutes per day as outlined in Article 28.01. All bargaining members of the PCTA will continue to be paid their full pay without any deductions due to schools being closed due to inclement weather or otherwise. All hours worked over the State minimum will be used as "excess instructional hours" currently referred to as calamity days.
3. The current State mandated minimum minutes are
    a. 910 hours for all-day kindergarten - 6th grade
    b. 1001 hours for grades 7 – 12
    c. These hours shall include planning periods as well as parent/teacher conferences, in-service and waiver days.
    d. If the total hours worked is reduced due to calamity days and falls below the State minimum, the Board and Association will negotiate any necessary changes to the school calendar or the school day. All changes will be ratified by the PCTA and the PCSB before implementation
    e. The District shall continue the practice of permitting up to five (5) calamity days for teachers per year, as long as the District remains in compliance with mandatory State minimum numbers of hours of instruction.

ARTICLE 30: SAVINGS CLAUSE

30.01 The Board and the Association agree that all items in this contract which supersede applicable State law, and which may permissibly do so under Ohio Revised Code Section 4117.10

1. Shall not be affected by this Article should any clause of this contract be held in violation of the law by a court of competent jurisdiction, then that clause of the contract shall be rendered null and void, but the remainder of the contract shall remain in full force and effect.
2. At the request of either party, an item rendered null, and void shall be renegotiated within forty-five (45) days.

ARTICLE 31: DISTRICTWIDE SCHOOL SAFETY PLAN

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

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

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

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

ARTICLE 32: DISCIPLINE PLAN

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

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

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

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

ARTICLE 33: CURRICULUM DEVELOPMENT

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

ARTICLE 34: SICK LEAVE BANK

34.01 In the event that a teacher exhausts his/her sick leave accumulation due to his/her own catastrophic illness (catastrophic being defined as life-threatening illness or injury) or that of a spouse, child, or other dependent relative, the teacher may request the granting up to thirty (30) days of sick leave from the Sick Leave Bank. The bank will be made of days that have been donated by members of the staff that want to be eligible to

participate in the bank. Each teacher who wants to be eligible to participate must join the bank by contributing one (1) day of sick leave during an open enrollment period (Refer to Appendix 4).

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

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

34.04 Sick Leave Donation

Bargaining Unit Members may directly donate up to 5 days of paid leave to any Bargaining Unit Member who is otherwise eligible to accrue and use sick leave. The intent of this process is to allow Bargaining Unit Members to voluntarily provide assistance to their co-workers who are in critical need of leave due to the catastrophic illness/injury (to be determined by the Superintendent) of the employee or a member of the employee's immediate family. The immediate family for this Article is defined as a parent, spouse, child, stepchild, or grandchild/step-grandchild.

1. Bargaining Unit Members may donate leave if the donating employee:
    a. Voluntarily elects to donate leave and does so with the understanding that the donated leave will not be returned.
    b. Donates a minimum of 1 day
    c. Retains a minimum balance of 10 days of sick leave after the donated leave is deducted from their current balance.

2. The leave donation program shall be administered on a per pay period basis. Therefore, a Bargaining Unit Member may only receive up to the number of days the employee is scheduled to work in that pay period.

3. Bargaining Unit Members who wish to donate leave shall certify:
    a. The name of the Bargaining Unit Member for whom the donated leave is intended;
    b. The number of days to be donated;

c. That the leave is donated voluntarily and the employee understands that the donated leave will not be returned.

4. After the donating Bargaining Unit Member and Superintendent sign the donation form, it will be forwarded to payroll to be processed.
5. No employee is to be forced to donate leave. No employee may directly solicit leave donations from other employees. The donation of leave shall occur on a strictly voluntary basis.
6. In no case shall this plan prevent or prolong a teacher's applying for and going on disability retirement.

ARTICLE 35: MEDICAL LEAVE

35.01 An employee, pursuant to ORC Section 3319.13, may request an unpaid leave of absence where the reason for the request is illness or disability. This illness or disability will be verified by the employee's personal physician. If the Board desires, the teacher will be examined by the Board's physician at the Board's expense. Said leave of absence shall be granted for a period of up to two (2) years.

35.02 Rights While on Leave - An employee on medical leave shall be recognized as a full-time professional staff member and shall be eligible for and provided all fringe benefits as stated in Article 7 of the contract during this leave of absence.

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

ARTICLE 36: LOCAL PROFESSIONAL DEVELOPMENT COMMITTEES

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

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

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

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

36.04 All teacher members of an LPDC shall receive release time, without loss of pay, to perform necessary LPDC work. LPDC members shall receive a reasonable opportunity for training in LPDC functions and shall be reimbursed for any actual and necessary expenses with such training.

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

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

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

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

ARTICLE 37: RE-EMPLOYMENT OF RETIRED TEACHERS

37.01 Scope of Article - This article governs the terms and conditions of employment of any retired teacher who is reemployed in a position that falls within the description of the bargaining unit appearing in Article 1 of this agreement. Any such employee will become a bargaining unit member. This article in no way obligates the Board to re-employ a

retired teacher, nor does it create any expectancy or implication that a retired teacher will be offered reemployment.

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

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

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

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

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

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

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

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

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

ARTICLE 38: OUT-OF-STATE-TEACHERS WITH CHILDREN

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

ARTICLE 39: DRESS CODE

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

39.02 A Teacher Handbook committee shall be established to consider any changes to the staff dress code. The committee shall consist of the Superintendent and no more than three (3) administrators appointed by the superintendent, the PCTA President and no more than one (1) representative from each building as selected by the PCTA president. The committee will meet once a year or more or less often if mutually agreed. The Superintendent and the PCTA President will establish the schedule of meetings. It is understood that the Board has the final authority in the adoption of the Teacher Handbook as well as the Staff Dress Code therein described.

ARTICLE 40: SUPPLEMENTAL SERVICE

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

ARTICLE 41: THIRD GRADE GUARANTEE

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

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

ARTICLE 42: CONTRACT SEQUENCE

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

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

ARTICLE 42: RIGHT TO FAIR SHARE

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

~~42.01 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 PCTA, a fair share fee for the Association's representation of such non-members during the term of this contract. No non-members filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Association's work in the realm of collective bargaining.~~

~~42.02 Notification of the Amount of Fair Share Fee - Notice of the amount of the annual fair share fee, which shall not be more than 100% of the unified dues of the Association, shall be transmitted by the Association to the Treasurer of the Board on or about September 15 of each year during the term of this contract for the purpose of determining amounts to~~

be payroll deducted, and the Board agrees to promptly transmit all amounts deducted to the Association.

42.03 Schedule of Fair Share Fee Deductions - Payroll deduction of such fair share fees shall begin at the second payroll period in January except that no fair share fee deductions shall be made for the bargaining unit members employed after October 31, until the second paycheck, which period shall be the required probationary period of newly employed bargaining unit members.

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

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

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

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

42.08 Indemnification of Employer - The Association on behalf of itself and the OEA and NEA agrees to indemnify the Board for any cost or liability incurred as a result of the implementation and enforcement of this provision provided that:

A. The Board shall give a ten (10) day written notice of any claim made or action filed against the employer by a non-member for which indemnification may be claimed

B. The Association shall reserve the right to designate counsel and to represent and defend the employer

C. The Board agrees to:

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

b. Permit the Association or its affiliates to intervene as a party if it so desires and/or c. To not oppose the Association or its affiliates' application to file briefs amicus curiae in the action

D. The Board acted in good faith compliance with the fair share fee provision of this agreement; however, there shall be no indemnification of the Board if the Board

~~intentionally or willfully fails to apply (except due to court order) or misapplied such fair share fee provision here-in.~~

ARTICLE 43: DURATION OF CONTRACT

The duration of this contract will be July 01, 2025, through June 30, 2028.

In witness and affirmation of this contract, the following persons do affix their signatures this 19 day of February 2026.

For the PCSD Board:

John Walker, PCSD Board Vice President

Matthew J. McCorkle, Superintendent

Andy Riehl, Treasurer

For the PCT Association:

Meghan Spradlin, PCTA President

Bruce Kalb, Lead Negotiator

Shawna Queen, Negotiator

Wes Hartman, PCTA Observer

Robin Hammond, PCTA Observer

ARTICLE 43: DURATION OF CONTRACT

The duration of this contract will be July 01, 2025, through June 30, 2028.

In witness and affirmation of this contract, the following persons do affix their signatures this **____ day of _____ 2025.**

For the PCSD Board:	For the PCT Association:
John Walker, PCSD Board Vice President	Meghan Spradlin, PCTA President
Matthew J. McCorkle, Superintendent	Bruce Kalb, Lead Negotiator
Andy Riehl, Treasurer	Shawna Queen, Negotiator
	Wes Hartman, PCTA Observer
	Robin Hammond, PCTA Observer

APPENDIX 1 : SALARY SCHEDULES

Base Salary for 2025-2026 School Year: **$42,409**

2025-2026 School Year
Portsmouth City School District -- Teacher Salary Schedule

BASE: $42,409 *3.0% Increase*

Step		Bachelor Degree	*5 Years Training	Masters Degree+
0	*Index*	*1.0000*	*1.0395*	*1.0955*
	Salary	**$42,409**	**$44,084**	**$46,459**
1	*Index*	*1.0395*	*1.0840*	*1.1455*
	Salary	**$44,084**	**$45,972**	**$48,580**
2	*Index*	*1.0790*	*1.1285*	*1.1955*
	Salary	**$45,760**	**$47,859**	**$50,700**
3	*Index*	*1.1185*	*1.1730*	*1.2455*
	Salary	**$47,435**	**$49,746**	**$52,821**
4	*Index*	*1.1580*	*1.2175*	*1.2955*
	Salary	**$49,110**	**$51,633**	**$54,941**
5	*Index*	*1.1975*	*1.2620*	*1.3455*
	Salary	**$50,785**	**$53,520**	**$57,062**
6	*Index*	*1.2370*	*1.3065*	*1.3955*
	Salary	**$52,460**	**$55,408**	**$59,182**
7	*Index*	*1.2765*	*1.3510*	*1.4455*
	Salary	**$54,135**	**$57,295**	**$61,303**
8	*Index*	*1.3160*	*1.3955*	*1.4955*
	Salary	**$55,811**	**$59,182**	**$63,423**
9	*Index*	*1.3555*	*1.4400*	*1.5455*
	Salary	**$57,486**	**$61,069**	**$65,543**
10	*Index*	*1.3950*	*1.4845*	*1.5955*
	Salary	**$59,161**	**$62,956**	**$67,664**
11	*Index*	*1.4345*	*1.5290*	1.6455
	Salary *(B-11)*	**$60,836**	**$64,844**	**$69,784**
12	*Index*	*1.4345*	*1.5735*	*1.6955*
	Salary *(B-11)*	**$60,836**	**$66,731**	**$71,905**
13	*Index*	*1.4345*	*1.6180*	*1.7455*
	Salary *(B-11)*	**$60,836**	**$68,618**	**$74,025**
16	*Longevity*	*$1,800*	*$1,800*	*$1,800*
	Salary	**$62,636**	**$70,418**	**$75,825**
18	*Longevity*	*$1,800*	*$1,800*	*$1,800*
	Salary	**$64,436**	**$72,218**	**$77,625**
21	*Longevity*	*$1,800*	*$1,800*	*$1,800*
	Salary	**$66,236**	**$74,018**	**$79,425**
23	*Longevity*	*$1,800*	*$1,800*	*$1,800*
	Salary	**$68,036**	**$75,818**	**$81,225**
25	*Longevity*	*$1,800*	*$1,800*	*$1,800*
	Salary	**$69,836**	**$77,618**	**$83,025**
28	*Longevity*	*$2,000*	*$2,000*	*$2,000*
	Salary	**$71,836**	**$79,618**	**$85,025**
30	*Longevity*	*$1,800*	*$1,800*	*$1,800*
	Salary	**$73,636**	**$81,418**	**$86,825**
32	*Longevity*	*$1,800*	*$1,800*	*$1,800*
	Salary	**$75,436**	**$83,218**	**$88,625**

***150 semester hours (225 quarter hours)**
+$2,500 for 15 plus semester hours (15 semester hours beyond the issuance of Masters degree)

APPENDIX 1 : SALARY SCHEDULES

Base Salary for 2025-2026 School Year: **$43,681**

2026-2027 School Year

Portsmouth City School District -- Teacher Salary Schedule

BASE: $43,681 *3.0% Increase*

Step		Bachelor Degree	*5 Years Training	Masters Degree+
0	*Index*	*1.0000*	*1.0395*	*1.0955*
	Salary	**$43,681**	**$45,407**	**$47,853**
1	*Index*	*1.0395*	*1.0840*	*1.1455*
	Salary	**$45,407**	**$47,350**	**$50,037**
2	*Index*	*1.0790*	*1.1285*	*1.1955*
	Salary	**$47,132**	**$49,294**	**$52,221**
3	*Index*	*1.1185*	*1.1730*	*1.2455*
	Salary	**$48,858**	**$51,238**	**$54,405**
4	*Index*	*1.1580*	*1.2175*	*1.2955*
	Salary	**$50,583**	**$53,182**	**$56,589**
5	*Index*	*1.1975*	*1.2620*	*1.3455*
	Salary	**$52,308**	**$55,126**	**$58,773**
6	*Index*	*1.2370*	*1.3065*	*1.3955*
	Salary	**$54,034**	**$57,070**	**$60,957**
7	*Index*	*1.2765*	*1.3510*	*1.4455*
	Salary	**$55,759**	**$59,013**	**$63,141**
8	*Index*	*1.3160*	*1.3955*	*1.4955*
	Salary	**$57,485**	**$60,957**	**$65,325**
9	*Index*	*1.3555*	*1.4400*	*1.5455*
	Salary	**$59,210**	**$62,901**	**$67,509**
10	*Index*	*1.3950*	*1.4845*	*1.5955*
	Salary	**$60,935**	**$64,845**	**$69,693**
11	*Index*	*1.4345*	*1.5290*	1.6455
	Salary *(B-11)*	**$62,661**	**$66,789**	**$71,878**
12	*Index*	*1.4345*	*1.5735*	*1.6955*
	Salary *(B-11)*	**$62,661**	**$68,732**	**$74,062**
13	*Index*	*1.4345*	*1.6180*	*1.7455*
	Salary *(B-11)*	**$62,661**	**$70,676**	**$76,246**
16	*Longevity*	*$1,800*	*$1,800*	*$1,800*
	Salary	**$64,461**	**$72,476**	**$78,046**
18	*Longevity*	*$1,800*	*$1,800*	*$1,800*
	Salary	**$66,261**	**$74,276**	**$79,846**
21	*Longevity*	*$1,800*	*$1,800*	*$1,800*
	Salary	**$68,061**	**$76,076**	**$81,646**
23	*Longevity*	*$1,800*	*$1,800*	*$1,800*
	Salary	**$69,861**	**$77,876**	**$83,446**
25	*Longevity*	*$1,800*	*$1,800*	*$1,800*
	Salary	**$71,661**	**$79,676**	**$85,246**
28	*Longevity*	*$2,000*	*$2,000*	*$2,000*
	Salary	**$73,661**	**$81,676**	**$87,246**
30	*Longevity*	*$1,800*	*$1,800*	*$1,800*
	Salary	**$75,461**	**$83,476**	**$89,046**
32	*Longevity*	*$1,800*	*$1,800*	*$1,800*
	Salary	**$77,261**	**$85,276**	**$90,846**

***150 semester hours (225 quarter hours)**

+$2,500 for 15 plus semester hours (15 semester hours beyond the issuance of Masters degree)

APPENDIX 1 : SALARY SCHEDULES

Base Salary for 2025-2026 School Year: **$44,492**

2027-2028 School Year

Portsmouth City School District -- Teacher Salary Schedule

BASE: $44,992 *3.0% Increase*

Step		Bachelor Degree	*5 Years Training	Masters Degree+
0	*Index*	*1.0000*	*1.0395*	*1.0955*
	Salary	**$44,992**	**$46,769**	**$49,289**
1	*Index*	*1.0395*	*1.0840*	*1.1455*
	Salary	**$46,769**	**$48,771**	**$51,538**
2	*Index*	*1.0790*	*1.1285*	*1.1955*
	Salary	**$48,546**	**$50,773**	**$53,788**
3	*Index*	*1.1185*	*1.1730*	*1.2455*
	Salary	**$50,324**	**$52,776**	**$56,038**
4	*Index*	*1.1580*	*1.2175*	*1.2955*
	Salary	**$52,101**	**$54,778**	**$58,287**
5	*Index*	*1.1975*	*1.2620*	*1.3455*
	Salary	**$53,878**	**$56,780**	**$60,537**
6	*Index*	*1.2370*	*1.3065*	*1.3955*
	Salary	**$55,655**	**$58,782**	**$62,786**
7	*Index*	*1.2765*	*1.3510*	*1.4455*
	Salary	**$57,432**	**$60,784**	**$65,036**
8	*Index*	*1.3160*	*1.3955*	*1.4955*
	Salary	**$59,209**	**$62,786**	**$67,286**
9	*Index*	*1.3555*	*1.4400*	*1.5455*
	Salary	**$60,987**	**$64,788**	**$69,535**
10	*Index*	*1.3950*	*1.4845*	*1.5955*
	Salary	**$62,764**	**$66,791**	**$71,785**
11	*Index*	*1.4345*	*1.5290*	1.6455
	Salary *(B-11)*	**$64,541**	**$68,793**	**$74,034**
12	*Index*	*1.4345*	*1.5735*	*1.6955*
	Salary *(B-11)*	**$64,541**	**$70,795**	**$76,284**
13	*Index*	*1.4345*	*1.6180*	*1.7455*
	Salary *(B-11)*	**$64,541**	**$72,797**	**$78,534**
16	*Longevity*	*$1,800*	*$1,800*	*$1,800*
	Salary	**$66,341**	**$74,597**	**$80,334**
18	*Longevity*	*$1,800*	*$1,800*	*$1,800*
	Salary	**$68,141**	**$76,397**	**$82,134**
21	*Longevity*	*$1,800*	*$1,800*	*$1,800*
	Salary	**$69,941**	**$78,197**	**$83,934**
23	*Longevity*	*$1,800*	*$1,800*	*$1,800*
	Salary	**$71,741**	**$79,997**	**$85,734**
25	*Longevity*	*$1,800*	*$1,800*	*$1,800*
	Salary	**$73,541**	**$81,797**	**$87,534**
28	*Longevity*	*$2,000*	*$2,000*	*$2,000*
	Salary	**$75,541**	**$83,797**	**$89,534**
30	*Longevity*	*$1,800*	*$1,800*	*$1,800*
	Salary	**$77,341**	**$85,597**	**$91,334**
32	*Longevity*	*$1,800*	*$1,800*	*$1,800*
	Salary	**$79,141**	**$87,397**	**$93,134**

***150 semester hours (225 quarter hours)**

+$2,500 for 15 plus semester hours (15 semester hours beyond the issuance of Masters degree)

APPENDIX 2: SUPPLEMENTAL SALARY TABLE

Athletics and Related Supplemental Activities
Base- Teacher's Bachelor Minimum

2025-2026 SCHOOL YEAR
ATHLETICS AND RELATED SUPPLEMENTAL ACTIVITIES
BASE -- TEACHERS' BACHELOR'S MINIMUM

w/3% raise	**BASE:**	**$42,409**
INDEX	**AMOUNT**	**HIGH SCHOOLS**
0.24	$10,178	Athletic Director (.24-.30)
0.25	$10,602	Athletic Director (.24-.30)
0.26	$11,026	Athletic Director (.24-.30)
0.27	$11,450	Athletic Director (.24-.30)
0.28	$11,875	Athletic Director (.24-.30)
0.29	$12,299	Athletic Director (.24-.30)
0.30	$12,723	Athletic Director (.24-.30)
0.13	$5,513	Baseball - Head Coach - Boys
0.04	$1,696	Baseball - Assistant Coach - Boys
0.22	$9,330	Basketball - Head Coach - **Boys**
0.10	$4,241	Basketball - First Assistant Coach - **Boys**
0.09	$3,817	Basketball - Second Assistant Coach - **Boys**
0.07	$2,969	Basketball - Freshman Coach - **Boys**
0.035	$1,484	Basketball - Assistant Freshman Coach - **Boys** *(As needed)*
0.22	$9,330	Basketball - Head Coach - Girls
0.10	$4,241	Basketball - First Assistant Coach - Girls
0.09	$3,817	Basketball - Second Assistant Coach - Girls
0.07	$2,969	Basketball - Freshman Coach - Girls
0.05	$2,120	Cheerleader Sponsor (.05-.11)
0.06	$2,545	Cheerleader Sponsor (.05-.11)
0.07	$2,969	Cheerleader Sponsor (.05-.11)
0.08	$3,393	Cheerleader Sponsor (.05-.11)
0.09	$3,817	Cheerleader Sponsor (.05-.11)
0.10	$4,241	Cheerleader Sponsor (.05-.11)
0.11	$4,665	Cheerleader Sponsor (.05-.11)
0.004	$170	Class Sponsor (.004-.02)
0.02	$848	Class Sponsor (.004-.02)
0.04	$1,696	Cross Country (.04-.06)
0.05	$2,120	Cross Country (.04-.06)
0.06	$2,545	Cross Country (.04-.06)
0.096	$4,071	Director of Band Camp
0.077	$3,265	Director of Flag Corp
0.048	$2,036	Director of PEP Band
0.048	$2,036	Director of Musical
0.012	$500	Fair Exhibit/Sponsor
~~0.31058~~	~~$13,171~~	~~Football Coach/Weightlifting - Head~~
0.22	$9,330	Football Coach - Head
0.0906	$3,842	Football/Weightlifting Instructor
0.10	$4,241	Football - First Assistant Coach
0.09	$3,817	Football - Second Assistant Coach
0.08	$3,393	Football - Third Assistant Coach
0.07	$2,969	Football - Fourth Assistant Coach - *(As needed)*
0.07	$2,969	Football - Freshman Coach

INDEX	AMOUNT	HIGH SCHOOL (CONT.)
0.07	$2,969	Golf Coach
0.01	$424	Junior/Senior Prom Sponsor
0.04	$1,696	Mock Trial Sponsor
0.018546	$787	National Honor Society Sponsor
0.02	$848	Newspaper Sponsor (.02-.04)
0.03	$1,272	Newspaper Sponsor (.02-.04)
0.04	$1,696	Newspaper Sponsor (.02-.04)
0.04	$1,696	Quiz Bowl Sponsor
0.015	$636	Science Fair Sponsor - PHS/PJHS
0.0371	$1,573	Show Choir Director
0.07	$2,969	Soccer - Head Coach
0.04	$1,696	Soccer - Assistant Coach
0.13	$5,513	Softball - Head Coach - Girls
0.04	$1,696	Softball - Assistant Coach - Girls
0.08	$3,393	Swim - Head Coach
0.04	$1,696	Swim - Assistant Coach
0.07	$2,969	Tennis Coach -Boys & Girls
0.04	$1,696	Tennis - Assistant Coach
0.13	$5,513	Track - Head Coach
0.04	$1,696	Track - Assistant Coach
0.13	$5,513	Volleyball - Head Coach
0.04	$1,696	Volleyball - First Assistant Coach
0.03	$1,272	Volleyball - Second Assistant Coach
0.02	$848	Yearbook Sponsor (.02-.04)
0.03	$1,272	Yearbook Sponsor (.02-.04)
0.04	$1,696	Yearbook Sponsor (.02-.04)

INDEX	AMOUNT	JUNIOR HIGH SCHOOLS
0.1143	$4,847	Athletic Director - Junior High
0.07	$2,969	Basketball - Head Coach - **Boys** (2 coaches: 7th & 8th)
0.04	$1,696	Basketball - Assistant Coach - Boys *(As needed)*
0.07	$2,969	Basketball - Head Coach - Girls (2 coaches: 7th & 8th)
0.02	$848	Cheerleader Sponsor (.02-.04)
0.03	$1,272	Cheerleader Sponsor (.02-.04)
0.04	$1,696	Cheerleader Sponsor (.02-.04)
0.07	$2,969	Football - Head Coach
0.04	$1,696	Football - Assistant Coach
0.025	$1,060	Junior High Music Instruction - PJHS
0.009987	$424	Junior High Music Instruction - PJHS
0.015	$636	Newspaper Sponsor
0.01	$424	Power of the Pen Sponsor
0.02	$848	Quiz Bowl Sponsor
0.05	$2,120	Soccer - Head Coach
0.06	$2,545	Track Coach
0.05	$2,120	Volleyball - Head Coach
0.015	$636	Yearbook Sponsor

INDEX	AMOUNT	ELEMENTARY
0.015	$636	Elementary Music Instruction - East Portsmouth Elementary
0.025	$1,060	Elementary Music Instruction - Portsmouth Elementary
0.023047	$977	Head Teacher - East Portsmouth Elementary School
0.02	$848	Quiz Bowl Sponsor - Portsmouth Elementary School
0.01	$424	Science Fair Sponsor - East Portsmouth Elementary
0.015	$636	Science Fair Sponsor - Portsmouth Elementary
0.04	$1,696	Traffic Scout Supervisors
0.01	$424	Yearbook Sponsor - East Portsmouth Elementary
0.02	$848	Yearbook Sponsor - Portsmouth Elementary

INDEX	AMOUNT	SYSTEM-WIDE (CONT.)
0.55638	$23,596	Athletic Trainer
0.07245	$3,073	Education Channel Program Developer (currently channel 25)
0.2826176	$11,986	Facilitator of Special Education Services
0.423945	$11,363	Student Services Facilitator/Teacher **(no increase; 26,803 base)**

NON-INDEX	AMOUNT	DISTRICT WIDE
	$25/hour	Print Shop Manager
	$20/hour	Tutors
	$30/hour	After School Detention
	$35/game	Athletic Game Worker
	$30/hour	Home Instruction
	$500	Fair Exhibit/Sponsor
	$1,000	Art Show Coordinator
	$625	BLT Lead

2026-2027 SCHOOL YEAR

ATHLETICS AND RELATED SUPPLEMENTAL ACTIVITIES

BASE -- TEACHERS' BACHELOR'S MINIMUM

w/3% raise	BASE:	$43,681

INDEX	AMOUNT	HIGH SCHOOLS
0.24	$10,483	Athletic Director (.24-.30)
0.25	$10,920	Athletic Director (.24-.30)
0.26	$11,357	Athletic Director (.24-.30)
0.27	$11,794	Athletic Director (.24-.30)
0.28	$12,231	Athletic Director (.24-.30)
0.29	$12,667	Athletic Director (.24-.30)
0.30	$13,104	Athletic Director (.24-.30)
0.13	$5,679	Baseball - Head Coach - Boys
0.04	$1,747	Baseball - Assistant Coach - Boys
0.22	$9,610	Basketball - Head Coach - **Boys**
0.10	$4,368	Basketball - First Assistant Coach - **Boys**
0.09	$3,931	Basketball - Second Assistant Coach - **Boys**
0.07	$3,058	Basketball - Freshman Coach - **Boys**
0.035	$1,529	Basketball - Assistant Freshman Coach - **Boys** *(As needed)*
0.22	$9,610	Basketball - Head Coach - Girls
0.10	$4,368	Basketball - First Assistant Coach - Girls
0.09	$3,931	Basketball - Second Assistant Coach - Girls
0.07	$3,058	Basketball - Freshman Coach - Girls
0.05	$2,184	Cheerleader Sponsor (.05-.11)
0.06	$2,621	Cheerleader Sponsor (.05-.11)
0.07	$3,058	Cheerleader Sponsor (.05-.11)
0.08	$3,494	Cheerleader Sponsor (.05-.11)
0.09	$3,931	Cheerleader Sponsor (.05-.11)
0.10	$4,368	Cheerleader Sponsor (.05-.11)
0.11	$4,805	Cheerleader Sponsor (.05-.11)
0.004	$175	Class Sponsor (.004-.02)
0.02	$874	Class Sponsor (.004-.02)
0.04	$1,747	Cross Country (.04-.06)
0.05	$2,184	Cross Country (.04-.06)
0.06	$2,621	Cross Country (.04-.06)
0.096	$4,193	Director of Band Camp
0.077	$3,363	Director of Flag Corp
0.048	$2,097	Director of PEP Band
0.048	$2,097	Director of Musical
0.011	$500	Fair Exhibit/Sponsor
~~0.31058~~	~~$13,566~~	~~Football Coach/Weightlifting - Head~~
0.22	$9,610	Football Coach - Head
0.0906	$3,957	Football/Weightlifting Instructor
0.10	$4,368	Football - First Assistant Coach
0.09	$3,931	Football - Second Assistant Coach
0.08	$3,494	Football - Third Assistant Coach
0.07	$3,058	Football - Fourth Assistant Coach - *(As needed)*
0.07	$3,058	Football - Freshman Coach

INDEX	AMOUNT	HIGH SCHOOL (CONT.)
0.07	$3,058	Golf Coach
0.01	$437	Junior/Senior Prom Sponsor
0.04	$1,747	Mock Trial Sponsor
0.018546	$810	National Honor Society Sponsor
0.02	$874	Newspaper Sponsor (.02-.04)
0.03	$1,310	Newspaper Sponsor (.02-.04)
0.04	$1,747	Newspaper Sponsor (.02-.04)
0.04	$1,747	Quiz Bowl Sponsor
0.015	$655	Science Fair Sponsor - PHS/PJHS
0.0371	$1,621	Show Choir Director
0.07	$3,058	Soccer - Head Coach
0.04	$1,747	Soccer - Assistant Coach
0.13	$5,679	Softball - Head Coach - Girls
0.04	$1,747	Softball - Assistant Coach - Girls
0.08	$3,494	Swim - Head Coach
0.04	$1,747	Swim - Assistant Coach
0.07	$3,058	Tennis Coach -Boys & Girls
0.04	$1,747	Tennis - Assistant Coach
0.13	$5,679	Track - Head Coach
0.04	$1,747	Track - Assistant Coach
0.13	$5,679	Volleyball - Head Coach
0.04	$1,747	Volleyball - First Assistant Coach
0.03	$1,310	Volleyball - Second Assistant Coach
0.02	$874	Yearbook Sponsor (.02-.04)
0.03	$1,310	Yearbook Sponsor (.02-.04)
0.04	$1,747	Yearbook Sponsor (.02-.04)

INDEX	AMOUNT	JUNIOR HIGH SCHOOLS
0.1143	$4,993	Athletic Director - Junior High
0.07	$3,058	Basketball - Head Coach - **Boys** (2 coaches: 7th & 8th)
0.04	$1,747	Basketball - Assistant Coach - Boys *(As needed)*
0.07	$3,058	Basketball - Head Coach - Girls (2 coaches: 7th & 8th)
0.02	$874	Cheerleader Sponsor (.02-.04)
0.03	$1,310	Cheerleader Sponsor (.02-.04)
0.04	$1,747	Cheerleader Sponsor (.02-.04)
0.07	$3,058	Football - Head Coach
0.04	$1,747	Football - Assistant Coach
0.025	$1,092	Junior High Music Instruction - PJHS
0.009987	$436	Junior High Music Instruction - PJHS
0.015	$655	Newspaper Sponsor
0.01	$437	Power of the Pen Sponsor
0.02	$874	Quiz Bowl Sponsor
0.05	$2,184	Soccer - Head Coach
0.06	$2,621	Track Coach
0.05	$2,184	Volleyball - Head Coach
0.015	$655	Yearbook Sponsor

INDEX	AMOUNT	ELEMENTARY
0.015	$655	Elementary Music Instruction - East Portsmouth Elementary
0.025	$1,092	Elementary Music Instruction - Portsmouth Elementary
0.023047	$1,007	Head Teacher - East Portsmouth Elementary School
0.02	$874	Quiz Bowl Sponsor - Portsmouth Elementary School
0.01	$437	Science Fair Sponsor - East Portsmouth Elementary
0.015	$655	Science Fair Sponsor - Portsmouth Elementary
0.04	$1,747	Traffic Scout Supervisors
0.01	$437	Yearbook Sponsor - East Portsmouth Elementary
0.02	$874	Yearbook Sponsor - Portsmouth Elementary

INDEX	AMOUNT	SYSTEM-WIDE (CONT.)
0.55638	$24,303	Athletic Trainer
0.07245	$3,165	Education Channel Program Developer (currently channel 25)
0.2826176	$12,345	Facilitator of Special Education Services
0.423945	$11,363	Student Services Facilitator/Teacher **(no increase; 26,803 base)**

NON-INDEX	AMOUNT	DISTRICT WIDE
	$25/hour	Print Shop Manager
	$20/hour	Tutors
	$30/hour	After School Detention
	$35/game	Athletic Game Worker
	$30/hour	Home Instruction
	$500	Fair Exhibit/Sponsor
	$1,000	Art Show Coordinator
	$625	BLT Lead

2027-2028 SCHOOL YEAR

ATHLETICS AND RELATED SUPPLEMENTAL ACTIVITIES

BASE -- TEACHERS' BACHELOR'S MINIMUM

w/3% raise	BASE:	$44,992
INDEX	**AMOUNT**	**HIGH SCHOOLS**
0.24	$10,798	Athletic Director (.24-.30)
0.25	$11,248	Athletic Director (.24-.30)
0.26	$11,698	Athletic Director (.24-.30)
0.27	$12,148	Athletic Director (.24-.30)
0.28	$12,598	Athletic Director (.24-.30)
0.29	$13,048	Athletic Director (.24-.30)
0.30	$13,498	Athletic Director (.24-.30)
0.13	$5,849	Baseball - Head Coach - Boys
0.04	$1,800	Baseball - Assistant Coach - Boys
0.22	$9,898	Basketball - Head Coach - **Boys**
0.10	$4,499	Basketball - First Assistant Coach - **Boys**
0.09	$4,049	Basketball - Second Assistant Coach - **Boys**
0.07	$3,149	Basketball - Freshman Coach - **Boys**
0.035	$1,575	Basketball - Assistant Freshman Coach - **Boys** *(As needed)*
0.22	$9,898	Basketball - Head Coach - Girls
0.10	$4,499	Basketball - First Assistant Coach - Girls
0.09	$4,049	Basketball - Second Assistant Coach - Girls
0.07	$3,149	Basketball - Freshman Coach - Girls
0.05	$2,250	Cheerleader Sponsor (.05-.11)
0.06	$2,700	Cheerleader Sponsor (.05-.11)
0.07	$3,149	Cheerleader Sponsor (.05-.11)
0.08	$3,599	Cheerleader Sponsor (.05-.11)
0.09	$4,049	Cheerleader Sponsor (.05-.11)
0.10	$4,499	Cheerleader Sponsor (.05-.11)
0.11	$4,949	Cheerleader Sponsor (.05-.11)
0.004	$180	Class Sponsor (.004-.02)
0.02	$900	Class Sponsor (.004-.02)
0.04	$1,800	Cross Country (.04-.06)
0.05	$2,250	Cross Country (.04-.06)
0.06	$2,700	Cross Country (.04-.06)
0.096	$4,319	Director of Band Camp
0.077	$3,464	Director of Flag Corp
0.048	$2,160	Director of PEP Band
0.048	$2,160	Director of Musical
0.011	$500	Fair Exhibit/Sponsor
~~0.31058~~	~~$13,974~~	~~Football Coach/Weightlifting - Head~~
0.22	$9,898	Football Coach - Head
0.0906	$4,076	Football/Weightlifting Instructor
0.10	$4,499	Football - First Assistant Coach
0.09	$4,049	Football - Second Assistant Coach
0.08	$3,599	Football - Third Assistant Coach
0.07	$3,149	Football - Fourth Assistant Coach - *(As needed)*
0.07	$3,149	Football - Freshman Coach

INDEX	AMOUNT	HIGH SCHOOL (CONT.)
0.07	$3,149	Golf Coach
0.01	$450	Junior/Senior Prom Sponsor
0.04	$1,800	Mock Trial Sponsor
0.018546	$834	National Honor Society Sponsor
0.02	$900	Newspaper Sponsor (.02-.04)
0.03	$1,350	Newspaper Sponsor (.02-.04)
0.04	$1,800	Newspaper Sponsor (.02-.04)
0.04	$1,800	Quiz Bowl Sponsor
0.015	$675	Science Fair Sponsor - PHS/PJHS
0.0371	$1,669	Show Choir Director
0.07	$3,149	Soccer - Head Coach
0.04	$1,800	Soccer - Assistant Coach
0.13	$5,849	Softball - Head Coach - Girls
0.04	$1,800	Softball - Assistant Coach - Girls
0.08	$3,599	Swim - Head Coach
0.04	$1,800	Swim - Assistant Coach
0.07	$3,149	Tennis Coach -Boys & Girls
0.04	$1,800	Tennis - Assistant Coach
0.13	$5,849	Track - Head Coach
0.04	$1,800	Track - Assistant Coach
0.13	$5,849	Volleyball - Head Coach
0.04	$1,800	Volleyball - First Assistant Coach
0.03	$1,350	Volleyball - Second Assistant Coach
0.02	$900	Yearbook Sponsor (.02-.04)
0.03	$1,350	Yearbook Sponsor (.02-.04)
0.04	$1,800	Yearbook Sponsor (.02-.04)

INDEX	AMOUNT	JUNIOR HIGH SCHOOLS
0.1143	$5,143	Athletic Director - Junior High
0.07	$3,149	Basketball - Head Coach - **Boys** (2 coaches: 7th & 8th)
0.04	$1,800	Basketball - Assistant Coach - Boys *(As needed)*
0.07	$3,149	Basketball - Head Coach - Girls (2 coaches: 7th & 8th)
0.02	$900	Cheerleader Sponsor (.02-.04)
0.03	$1,350	Cheerleader Sponsor (.02-.04)
0.04	$1,800	Cheerleader Sponsor (.02-.04)
0.07	$3,149	Football - Head Coach
0.04	$1,800	Football - Assistant Coach
0.025	$1,125	Junior High Music Instruction - PJHS
0.009987	$449	Junior High Music Instruction - PJHS
0.015	$675	Newspaper Sponsor
0.01	$450	Power of the Pen Sponsor
0.02	$900	Quiz Bowl Sponsor
0.05	$2,250	Soccer - Head Coach
0.06	$2,700	Track Coach
0.05	$2,250	Volleyball - Head Coach
0.015	$675	Yearbook Sponsor

INDEX	AMOUNT	ELEMENTARY
0.015	$675	Elementary Music Instruction - East Portsmouth Elementary
0.025	$1,125	Elementary Music Instruction - Portsmouth Elementary
0.023047	$1,037	Head Teacher - East Portsmouth Elementary School
0.02	$900	Quiz Bowl Sponsor - Portsmouth Elementary School
0.01	$450	Science Fair Sponsor - East Portsmouth Elementary
0.015	$675	Science Fair Sponsor - Portsmouth Elementary
0.04	$1,800	Traffic Scout Supervisors
0.01	$450	Yearbook Sponsor - East Portsmouth Elementary
0.02	$900	Yearbook Sponsor - Portsmouth Elementary

INDEX	AMOUNT	SYSTEM-WIDE (CONT.)
0.55638	$25,033	Athletic Trainer
0.07245	$3,260	Education Channel Program Developer (currently channel 25)
0.2826176	$12,716	Facilitator of Special Education Services
0.423945	$11,363	Student Services Facilitator/Teacher **(no increase; 26,803 base)**

NON-INDEX	AMOUNT	DISTRICT WIDE
	$25/hour	Print Shop Manager
	$20/hour	Tutors
	$30/hour	After School Detention
	$35/game	Athletic Game Worker
	$30/hour	Home Instruction
	$500	Fair Exhibit/Sponsor
	$1,000	Art Show Coordinator
	$625	BLT Lead

Shared Supplemental Contracts / Duties

If two members of the bargaining unit request to share the responsibilities associated with a supplemental position, and if the Board approves such request, those bargaining unit members will each receive 50% of the applicable supplemental salary amount and placement on the supplemental index schedule will be based on the experience level of the teacher with the most experience.

Extended Service Supplemental Contracts - Paid at Per Diem Rate

Service by members of the bargaining unit listed below that extends before or after such member's regular duty year shall be deemed supplemental duties and shall be set forth in a limited contract. Notwithstanding Section 3319.08 and 3319.11 of the Revised Code, such supplemental contract shall expire on the date stated thereon unless the Board, upon recommendation of the Superintendent, takes action to offer to said member a renewal of such supplemental contract.

High School Guidance Counselor - 20 Days

Elementary Guidance Counselor - 10 Days

Librarian - 10 Days

Vocal Music - 6 Days

Band - 10 Days

Nurse - 7 Days

P.E.P. - 10 Days

Industrial Arts - 5 Days

Note – Title and Role Transition (Effective 2026–2027 School Year):

Beginning with the 2026–2027 school year, the position currently titled “Athletic Director” in the Supplemental Salary Table shall be reclassified and retitled as “Assistant Athletic Director.” This position shall remain within the collective bargaining unit and shall continue to receive supplemental compensation as negotiated in the salary schedule above. Additionally, the position currently titled “Athletic Director - Junior High” in the Supplemental Salary Table shall be removed.

This transition is part of a structural change wherein overall athletic program leadership and student discipline oversight will be managed by a full-time administrator outside the bargaining unit.

A two-year probationary period (2026–2027 and 2027–2028) shall apply to this structure. At the conclusion of this period, the District and the Association agree to jointly review the effectiveness of the revised leadership model and evaluate whether any modifications need to be made.

Nothing in this language shall be interpreted to prohibit bargaining unit members from applying for or serving in future Assistant Athletic Director roles, provided they meet any established district qualifications.

APPENDIX 3: ATTENDANCE INCENTIVE

9 WEEK PERIOD	0 ABSENCES	1 ABSENCE	2 ABSENCES
1st grading period	$ 200	$ 100	$ 50
2nd grading period	$ 200	$ 100	$ 50
3rd grading period	$ 200	$ 100	$ 50
4th grading period	$ 200	$ 100	$ 50
Per Year	$ 1,050	$ 750	$ 500

APPENDIX 4: PROCEDURES FOR SICK LEAVE BANK

1. Purpose
    a. To provide additional days of sick leave for teachers of the Portsmouth City School District. The bank is to be regulated by a five (5) member board consisting of the President of PCTA and two (2) members-at-large appointed by the Portsmouth City Teachers Association and two (2) members appointed by the Superintendent, or designee. Terms of the office will be three (3) years beginning 1996-97 school year for one Superintendent and PCTA appointee and two (2) years for the remaining members; thereafter, all terms will be two (2) years. One alternate from each side will be appointed to serve in the absence of a member-at-large. Board appointed physician may be necessary to render a second opinion if the Sick Leave Bank board deems necessary.
2. Provisions and Eligibility
    a. All teachers shall be eligible to be members of the Sick Leave Bank.
    b. Initial membership will consist of one (1) day sick leave to be designated by the teacher to the Sick Leave Bank between September 1 and October 1 of the current school year. Enrollment and withdrawal must be done in writing.
    c. Teachers enrolling or withdrawing from the bank must forward notification of the intent to the Treasurer.
    d. Membership shall be continuous unless canceled during the period of September 1 through October 1, or an assessment period. All teachers will receive an intent form from the Personnel Office for the purpose of enrolling in the Sick Leave Bank. When the Treasurer's Office has received the teacher's intent to be a member of the Sick Leave Bank, the teacher is eligible for membership. Each employee will receive a notice of receipt indicating their participation in the program.

APPENDIX 5: GRIEVANCE REPORT FORM-PART I

Portsmouth City Teachers Association

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

COPIES OF THIS FORM SHOULD BE SENT TO:

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

STEP 1

Date the Cause of Grievance occurred: _____

Statement of Grievance:

_____

_____

_____

_____

_____

Relief Sought:

_____

_____

_____

_____

_____ _____

Aggrieved Signature Date

Principal Response (on back)

Meeting Date: _____

Signature of Attendees

Aggrieved_____

Principal_____

PCTA Rep _____

Principal's Response To Grievance

_____

_____

Signature of Principal

Date of Written Response

APPENDIX 6: GRIEVANCE REPORT FORM-PART II

STEP 2
(Submitted to Superintendent)

Position of Aggrieved or Association:

_____
_____
_____
_____
_____
_____
_____
_____
_____
_____

_____ _____
Aggrieved Signature Date

Superintendent's Response (on back)

Meeting Date: _____

Signature of those attending:

Aggrieved _____

Principal_____

Superintendent_____

Building Representative_____

OEA Representative_____

Superintendent's Response To Grievance

_____
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Signature of Superintendent Date of Written Response

APPENDIX 7: GRIEVANCE REPORT FORM-PART III

STEP 3
(Submitted to Board of Education)

Position of Aggrieved or Association:

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_____ _____
Aggrieved Signature Date

Board Response (on back)

Meeting Date: _____

Signature of those attending:

Aggrieved _____

Board President_____

Principal_____

Superintendent_____

Building Representative_____

OEA Representative_____

NEA Representative_____

Board President's Response to Grievance

Signature of Board President

Date of Written Response

APPENDIX 8: GRIEVANCE REPORT FORM-PART IV

STEP 4
(Submitted to Arbitration)

Position of Aggrieved or Association:

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Aggrieved Signature Date

Arbitrators Response (on back)

Meeting Date: _____

Signature of those attending:

Aggrieved _____

Board President_____

Principal_____

Superintendent_____

Building Representative_____

OEA Representative_____

NEA Representative_____

Arbitrator_____

Arbitrator's Response to Grievance

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Signature of Arbitrator Date of Written Response

Ohio Teacher Evaluation System

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.	Learning is primarily teacher directed. Students participate in whole class learning activities.	Learning is a balance between teacher-directed instruction and student-directed interaction as students apply their knowledge and skills as developmentally appropriate. The teacher effectively combines collaborative and whole class learning opportunities to maximize student learning.	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.
		There are no opportunities for student choice about what will be learned and how learning will be demonstrated. There is no evidence of differentiated instructional strategies or resources.	There are few opportunities for student choice about what will be learned and how learning will be demonstrated. The teacher uses limited differentiated instructional strategies or resources.	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.	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.

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

Sample Pre-Conference Questions to Guide a Coaching Conversation

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

INSTRUCTIONAL PLANNING

FOCUS FOR LEARNING

- What content will students know/understand? What skills will they demonstrate?
- How has high-quality student data been utilized to set developmentally appropriate goals for student learning?
- What connections does this lesson make to previous and future learning, to other disciplines, to real life and/or possible careers?
- How do the activities, assessments and resources align with student needs, school and district priorities, and Ohio's Learning Standards?

KNOWLEDGE OF STUDENTS

- What should the evaluator know about the student population?
- How was it determined that this is a developmentally appropriate learning activity?
- How does this lesson connect to students' experiences and/or culture?

INSTRUCTION AND ASSESSMENT

LESSON DELIVERY

- How will the goals for learning be communicated to students?
- What questioning techniques will be used to check for understanding and encourage higher-level thinking?
- What collaborative and whole class instructional strategies will be used to engage all students?
- How will feedback be used to support student learning?
- What opportunities for student choice about learning paths and/or ways to demonstrate learning will be offered?

CLASSROOM ENVIRONMENT

- How do you demonstrate regard for student perspectives, experiences and culture?
- How do you ensure interactions are respectful and supportive?
- How are students involved in establishing and maintaining classroom routines and procedures?

ASSESSMENT OF STUDENT LEARNING

- How will you check for student understanding during the lesson?
- What potential learning obstacles might students encounter?
- What different methods of assessment are used in this lesson?
- How will you use assessment data to inform your next steps?
- What evidence does high-quality student data provide about student learning?

PROFESSIONALISM

PROFESSIONAL RESPONSIBILITIES

- Discuss ways you reflect on and analyze your teaching.
- How do you collaborate with colleagues to improve student learning and instructional practice?
- How do you promote two-way communication with students? With families?

Final March 27, 2020

Classroom Walkthrough and Informal Observation Form

Walkthroughs are 3 to 20 minutes in length; at least one walkthrough per observation should be conducted during the 2014-2015 school year and at least two walk-throughs per observations thereafter until the expiration of the contract.

Teacher Name: **Evaluator Name:**

Date: **Grade(s)/Subject Areas(s):**

Time Walkthrough Begins: **Time Walkthrough Ends:**

Classroom Culture: **Where is Teacher in the Room:**

Mode of Instruction (e.g. whole class, lecture, small group):

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

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

EVALUATOR'S SUMMARY COMMENTS OR REFLECTIVE QUESTION(S)

Evaluator's signature: **Photocopy to the teacher provided to teacher**

APPENDIX 12: OTES 2.0 POST-CONFERENCE FORM

Planning for the Post-Conference
Ohio Teacher Evaluation System 2.0

Post-Conference Planning

The goal for the conference leader is to cognitively coach the teacher through the use of reflective questions.

Considerations

Before deciding which reflective questions are best matched to the educator's performance and goals, consider the following:

- What focus area(s) might be/were identified after the Formal Holistic Observation? What evidence has been demonstrated to support growth in the focus area(s)?
- What are the teacher's goals on the Professional Growth Plan (PGP)? Do the measurable indicators identified on the PGP demonstrate progress on the plan?
- What does the teacher's high-quality student data (HQSD) demonstrate about instruction and student learning?
- How has the teacher provided evidence of *use* of the HQSD to impact student learning and teacher practice?
- What further supports might this teacher need to enhance practice and demonstrate growth?

Reflective Questions

The number and type of focus area(s) (strength and/or area of growth) are determined locally.

- Record 3 to 5 reflective questions aligned to the identified focus area(s) that would enhance a strength and/or support an area of growth.

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2.

3.

4.

5.

Three Key Elements of the Instructional Post-Conference

Conducting the Post-Conference

1. Introduction/Greeting/Establish Length
    - Review Conference Process
    - General Impression Question: "How do you think the lesson went?"

2. Focus area(s)
    - Discuss identified focus area(s)
    - Ask self-reflection question/s
    - Provide evidence from notes
    - Share resources and supports

3. Present evidence and rating connected to the rubric.

FINAL March 27, 2020

Final Holistic Rating of Teacher Effectiveness—Full Evaluation

	INEFFECTIVE	DEVELOPING	SKILLED	ACCOMPLISHED
Formal Holistic Observation (followed by conference)	☐	☐	☐	☐
Formal Focused Observation **Focus Area(s):** ☐ Focus for Learning ☐ Knowledge of Students ☐ Lesson Delivery ☐ Classroom Environment ☐ Assessment of Student Learning ☐ Professional Responsibilities	☐	☐	☐	☐
Professional Growth Plan (or Improvement Plan) Goal(s): (Goal prepopulates from the earlier entry)				
Evaluator Comments:				
Teacher Comments:				
Final Holistic (Overall) Rating	INEFFECTIVE	DEVELOPING	SKILLED	ACCOMPLISHED

☐ Check here if Improvement Plan has been recommended.

Teacher Signature _____ **Date** _____

Evaluator Signature _____ **Date** _____

Final Holistic Rating of Teacher Effectiveness—Accomplished or Skilled Carry Forward

Professional Growth Plan Goal(s) Alignment:	**Dates:**	
Mark Domain Area(s): ☐Focus for Learning ☐Knowledge of Students ☐Lesson Delivery ☐Classroom Environment ☐Assessment of Student Learning ☐Professional Responsibilities **Focus Area(s) Comments:**	Date of Observation: Date of Conference: **Comments:**	
Professional Growth Plan Goal(s):	(Goal(s) prepopulate from previous entry)	
Progress on Professional Growth Plan Goal:	☐Progress Made (By checking this box, the teacher will continue with rating as per schedule until time for a full evaluation cycle.)	☐Insufficient Progress Made (By checking this box, the teacher will automatically be placed on a full evaluation cycle the following school year.)
Evaluator Comments:		
Teacher Comments:		

Final Holistic (Overall) Rating: Pre-Populated in OhioES Portal • **Carry forward from previous rating**	INEFFECTIVE	DEVELOPING	SKILLED	ACCOMPLISHED

☐End of Cycle (Full evaluation required in the next school year)

☐Check here if Improvement Plan has been recommended.

Teacher Signature _____ **Date** _____

Evaluator Signature _____ **Date** _____

Ohio School Counselor Evaluation System | **Assessment of School Counselor Performance**

School Counselor Evaluation Rubric

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

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				

School Counselor Evaluation Rubric

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

Standard One: Comprehensive School Counseling Program Plan – School counselors collaboratively envision a plan for a comprehensive school counseling program that is developmental, preventative, responsive and in alignment with the school's goals and mission.				
	Ineffective	**Developing**	**Skilled**	**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 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				

_____

Counselor's Signature and Date

_____

Evaluator's Signature and Date

APPENDIX 16: PAYROLL DEDUCTION FOR PAC

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

NAME _____ DATE _____

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

SCHOOL BUILDING _____ ASSIGNMENT _____

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

_____
SIGNATURE OF CONTRIBUTOR

APPENDIX 17: CARRY OVER FOR UNUSED PERSONAL LEAVE DAYS

I have remaining unused personal leave days and would like to carry over personal leave days to the _____ school year.

Signature Date

_____ _____

APPENDIX 18: VERBAL REPRIMAND RECORD

Form to be used in Progressive Discipline
Verbal Reprimand Record

On, _____, I verbally reprimanded

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

Regarding the concern (problem):

_____

_____

_____

_____

_____
Principal

_____
Teacher

_____
PCTA REPRESENTATIVE

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