



MARLINGTON EDUCATORS' ASSOCIATION

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**Negotiated Agreement
with the**

**MARLINGTON
BOARD OF EDUCATION**

July 1, 2013 – June 30, 2016

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ARTICLE 1 - RECOGNITION

The Board of Education of the Marlinton Local School District (hereinafter "Board") shall continue to recognize the Marlinton Educators' Association/ OEA/NEA (hereinafter "MEA" or "District") as the sole and exclusive collective bargaining representative for all regular salaried, contracted certificated personnel employed by the Board, excluding administrative and other supervisory employees, casual substitutes (employed less than 60 consecutive days), and other personnel excludable under Ohio Revised Code 4117.01. Recognition may be withdrawn only in accordance with Ohio Revised Code Chapter 4117.

ARTICLE 2 - NEGOTIATIONS PROCEDURE

The following procedures shall apply to negotiations for a contract to take effect upon expiration of this contract:

A. SUBJECTS OF NEGOTIATION

Subjects of Negotiations shall be wages, hours, terms, and conditions of employment and the continuation, modification, or deletion of existing provisions of this contract.

B. REQUESTS FOR NEGOTIATION

1. If either of the parties desires to negotiate changes in subjects of negotiations, it shall notify the other party in writing not earlier than the fifteenth day of March of any year in which negotiations are to take place. Notification in writing from MEA shall be served on the Superintendent, and from the Board shall be addressed to the President of the MEA. Within fifteen working days after receipt of such notice, unless otherwise mutually agreed, the initial bargaining session shall occur.
2. The party requesting negotiations shall submit its proposals for negotiation at the first meeting. The other party may submit its proposals for negotiation at the first or second meeting.
3. No additional agenda items may be submitted by either side after the initial exchange, except by mutual consent.

C. NEGOTIATION MEETINGS

1. Negotiation meetings shall be scheduled at the Agreement of the parties, and until negotiations are concluded either party may require at each meeting a decision on the date, time, and place of a subsequent meeting.
2. Meetings shall be scheduled at reasonable intervals and mutually convenient places and times.
3. Negotiation meetings shall be closed to the press and the public.
4. Either party may recess for caucuses of reasonable lengths at any time.
5. Either party may keep written minutes of the meetings in such form and detail as it may deem advisable. Use of any audiovisual equipment to record transcripts of these meetings will not be permitted.
6. Where unforeseen circumstances make it impossible for the chief negotiator of either team to be in attendance, or cause him/her to be late, it shall be the duty of that team to notify the other as promptly as possible. Both sides shall thereupon agree to the time for the next negotiation session.

D. REPRESENTATION AT THE NEGOTIATION MEETINGS

1. Representation at the negotiation meetings shall be limited to five (5) designated representatives of the Board and five (5) designated representatives of the MEA.
2. Neither party in any negotiation shall have control over the selection of negotiating team representatives of the other party. Only those designated by the Board and MEA as members of the negotiation teams shall participate in negotiation meetings, unless the parties agree otherwise.
3. Each party may have up to two observers at any meeting. Such persons shall be without the right to

speaking or to otherwise comment to either party, unless requested to add expert advice on an issue being considered.

4. The parties mutually pledge that the representatives shall have all necessary power and authority to make proposals, consider proposals, and to make counter proposals in the course of negotiations.

E. INFORMATION

The parties agree to furnish, upon request and in a reasonable time, available information concerning the financial status of the district and such other available information as will assist the parties in the development and evaluation of proposals.

F. AGREEMENT

1. Tentative Agreement on negotiation items shall be reduced to writing and initialed by the designated representatives of each party, but such initialing shall not be construed as final agreement. Either party may revise and initial agreement until all items have been agreed to by the respective negotiating teams.
2. Tentative Agreement reached through negotiations shall be reduced to writing and submitted to the members of the bargaining unit. Upon approval by the bargaining unit, the agreement shall be submitted to the Board for approval. If approved by both parties, the Agreement shall then be signed on behalf of the parties and shall be adopted in resolution form by the Board of Education.

G. DISAGREEMENT

If agreement is not reached within forty-five (45) calendar days after the initial meeting provided for in section (A), either party may request that the Federal Mediation and Conciliation Service provide a mediator to assist the parties. Mediation conducted under the auspices of the Federal Mediation and Conciliation Service shall continue until the expiration of the contract, and, if the parties mutually agree, may continue thereafter.

H. PROCEDURE

The procedure specified in G of this section is the parties' mutually agreed upon exclusive alternative dispute resolution procedure under R.C. 4117.14 and shall supersede the other impasse procedures in R.C. 4117.14

ARTICLE 3 - ADDITIONAL PERIOD ASSIGNMENT

When assigning a staff member during the staff member's planning period to replace an absent teacher, the principal will attempt to find an available volunteer before assigning another teacher. If a teacher is assigned to replace a teacher, then the Board will pay the teacher twenty dollars (\$20.00) for each period.

ARTICLE 4 - ASSOCIATION RIGHTS

The Association shall be granted the following sole and exclusive organization rights:

- A. To use school buildings for meetings as per existing board policy.
- B. To place Association communications in the mailboxes and bulletin boards provided for teachers.
- C. Use inner-school mail for Association communications or school email.
- D. To work with the administrative staff for development of five (5) meaningful in-service days.
- E. Payroll deduction of unified dues. (subject to voluntary, revocable written authorization, as required by Statute)

The Association President or his/her designee shall serve as liaison between the MEA and the Administration.

ARTICLE 5 - ASSOCIATION WORKDAYS

The Marlinton Board of Education will grant five (5) days and five (5) additional days for emergency use to the MEA for association work.

These days will be granted to MEA members only and will not cost the Marlinton Board of Education. The person or persons receiving these days will be paid the difference between the substitute rate and their per diem rate. Any person designated to receive a day for association work must be mutually agreed upon by the MEA President and the Superintendent of Schools.

Any person who is elected to a district/state OEA position will be granted days for a scheduled business meeting at no expense to the district and will be paid the difference between the substitute rate and the teacher's per diem rate.

ARTICLE 6 - CALAMITY DAY MAKE-UP

Any school day which the Marlinton Board of Education is required to make up in any year in which the Marlinton Schools are closed beyond the maximum allowed for calamity days will be made up by the Marlinton certificated staff without additional pay.

ARTICLE 7 - COLLEGE TUITION PAYMENT

The Board of Education will reimburse teachers at the rate of \$200.00 per semester hour. Only credits earned from institutions of higher learning that are accredited by a regional, state or national accreditations association or from an institution which is recognized by the Division of Certification/Licensure, or the Ohio State Department of Education will be considered eligible for reimbursement.

In order to be considered eligible for reimbursement under this clause, a teacher must submit a purchase order for reimbursement of desired courses through proper channels. The purchase order, signed by the Treasurer and returned to the teacher, shall serve as authorization to proceed with said course work for reimbursement purposes.

Upon presentation to the Treasurer of the Board of Education of a transcript of hours earned or an official grade report, the Treasurer will make payment for hours earned in the following manner, providing the teacher remains in the employment of the Board of Education the year succeeding the year in which the hours were earned. If any employee leaves before the end of the succeeding school year any tuition payment paid in advance will be deducted from the final payroll check. They must have been employed by Marlinton as a member of the bargaining unit

for a minimum of two (2) years and maintain a B or better grade or pass in a pass/fail course.

Hours earned in:

FALL - First pay in February
SPRING - First pay in July
SUMMER - First pay in October

The total appropriation for this Article shall be \$30,000 annually, to be used for employees covered under the M.E.A. Negotiated Agreement.

No member of the Association will be paid for more than ten (10) semester hours per school year until all other applicants that year have been paid.

ARTICLE 8 - DRUG FREE WORKPLACE

- A. The Board may suspend with pay, pending the outcome of any investigation and/or trial, an individual accused of a drug related offense.
- B. The conviction, guilty, or no contest plea of an individual for possession and/or use, unlawfully manufacturing, distributing and/or dispensing any controlled substance as defined in federal and state law while engaged in work or in the workplace shall be sufficient grounds for termination of employment.
- C. The conviction, guilty, or no contest plea of an individual, resulting in the Ohio Board of Education's revocation of his license/certificate, will cause the employee to be suspended without pay until the appeals process is complete.

ARTICLE 9 - EVALUATION OF PERFORMANCE OF CERTIFICATED STAFF

A determination of the efficiency and effectiveness of the teaching staff is a critical factor in the overall operations of the District. The Board evaluates teachers in accordance with State law and the standards-based statewide teacher evaluation framework adopted by the State Board of Education.

The Board directs the Superintendent/designee to implement this policy in accordance with State law.

Notwithstanding Ohio Revised Code section 3319.09, this policy applies to any person employed under a teacher license issued under Ohio Revised Code chapter 3319, or under a professional or permanent teacher's certification issued under former section 3319.222, and who spends at least 50% of the time employed providing content-related student instruction. This teacher evaluation policy does not apply to substitute teachers.

A. Purpose

The purposes of teacher evaluation are:

1. To serve as a tool to advance the professional development of teachers.
2. To improve instruction.
3. To assist teachers and administrators in identifying and developing best educational practices in order to provide the greatest opportunity for student learning and achievement.
4. As evidence of a teacher's performance.
5. To make employment and re-employment decisions.

B. Credentialed evaluators

Evaluators must be full-time credentialed contracted employees of the District with no more than five exceptions per year.

Evaluations carried out under this policy are conducted by persons holding evaluator credentials established by the Ohio Department of Education. Evaluators must complete State-sponsored evaluation training and pass the online credentialing assessment. The Board adopts a list of approved credentialed evaluators chosen from the Ohio Department of Education's list.

C. Effectiveness Rating

Teachers are assigned an effectiveness rating of Accomplished, Skilled, Developing or Ineffective. This rating will be determined based on 50% teacher performance and 50% student growth measures. Student growth will be determined through multiple measures.

Annually, the Board submits to the Ohio Department of Education, the number of teachers assigned an effectiveness

rating, aggregated by the teacher preparation programs from which, and the years in which, the teachers graduated. The name of, or any personally identifiable information about, any teacher reported in compliance with this provision cannot be required.

D. Teacher Performance Calculation

Teachers are evaluated via two formal observations and periodic classroom walk-throughs. The 50% teacher performance measure is based on the Ohio Standards for the Teaching Profession.

The Superintendent/designee selects/develops evaluation tools to calculate teacher performance. The Board directs the Superintendent/designee to develop procedures for these evaluation tools.

E. Student Growth Calculation

For the purpose of this policy, student growth means the change in student achievement for an individual student between two or more points in time. Student growth is evaluated by a combination of: (1) Value-added data or alternative student academic progress measure if adopted under ORC 3302.03 (C) (1) (e); (2) ODE approved assessments and/or (3) Board determined measures. When available, value-added data or an alternative student academic progress measure if adopted under ORC 3302.03(C)(1)(e) shall be included in the multiple measures used to evaluate student growth in proportion to the part of the teacher's schedule of courses or subjects for which the value added progress dimension is applicable.

Until June 30, 2014, if a teacher's schedule is comprised only of courses or subjects for which value added data is applicable, the majority of the student growth factor of the evaluation shall be based on the value added progress dimension. On or after July 1, 2014, the entire student academic growth factor of the evaluation for such teachers shall be based on the value added progress dimension.

Students with absences for the school year, as provided by the Ohio Revised Code, will not be able to be included in the calculation of student academic growth. Data from Board-

determined multiple measures will be converted to a score of: (1) Above, (2) Expected or (3) Below student growth levels.

F. Professional Growth and Improvement Plans

Teachers meeting above-expected levels of student growth must develop professional growth plans and choose their credentialed evaluators from the Board-approved evaluator list.

Teachers meeting expected levels of student growth must develop professional growth plans collaboratively with their credentialed evaluators from the Board-approved evaluator list.

Teachers meeting below-expected levels of student growth must develop an improvement plan with their credentialed evaluators. The Superintendent / designee assigns credentialed evaluators to teachers meeting below-expected levels of student growth.

G. Evaluation Timeline

District administrators evaluate teachers annually. Annual evaluations include two formal observations at least 30 minutes each and periodic classroom walkthroughs. Teachers, who are on limited or extended limited contracts pursuant to State law and under consideration for nonrenewal, receive at least three formal observations during the evaluation cycle.

The Board evaluates teachers receiving effectiveness ratings of Accomplished on those teacher's most recent evaluations carried out under this policy every two years. Biennial evaluations conducted under this policy are completed by May 1 of the evaluation year. Teachers evaluated on a biennial basis are provided a written copy of their evaluation results by May 10 of the evaluation year.

All teacher evaluations are completed by May 1. Teachers evaluated under this policy are provided with a written copy of their evaluation results by May 10.

H. Testing for Ineffective Teachers in Core Subjects:

Beginning with the 2015-2016 school year, teachers of core subject areas, as defined by State law, who have received a rating of Ineffective for two of the three most recent school years

must register for and take all written examinations of content knowledge selected by the Ohio Department of Education.

If a teacher who takes a written examination passes and provides proof of that passage to the Board, the Board shall require the teacher, at the teacher's expense, to complete professional development that is targeted to the deficiencies identified in the teacher's evaluation. Receipt by the teacher of a rating of ineffective on the teacher's next evaluation after completion of the professional development, or the failure of the teacher to complete the professional development, shall be grounds for termination of the teacher under section 3319.16 of the Revised Code.

I. Retention and Promotion

The Board uses evaluation results for retention and promotion decisions. The Board adopts procedures for use by district administrators in making retention and promotion decisions based on evaluation needs. Promotion does not include the awarding of administrative positions.

Seniority shall not be the basis for making retention decisions, except when choosing between teachers who have comparable evaluations. Only teachers who are designated Accomplished, Skilled or Developing shall be considered comparable. This provision expires on June 30, 2016.

J. Poorly Performing Teachers

The Board uses evaluation results for removing poorly performing teachers. The Board adopts procedures for removing poorly-performing teachers based on evaluation results. Such procedures shall be those contained in the Ohio Revised Code.

K. Professional Development

The Board allocates financial resources to support professional development in compliance with State law and the State Board of Education's evaluation framework.

L. Evaluation Committee

The Race to the Top Transformation Committee will make recommendations to the Superintendent regarding the evaluation procedures for teachers in the District.

M. Orientation

Not later than September 30 of each year, or in the case of a new teacher or a transfer, within thirty (30) days of the first day worked, each teacher shall be notified in writing of the name and position of his or her evaluator.

The evaluation shall be completed no later than the first day of May, and the teacher being evaluated shall receive a written report of the results of this evaluation, including the assigned evaluation rating, not later than the tenth day of May.

Orientation shall be provided to teachers who are transferred to new positions.

N. Observations

One formal observation shall be preceded by a conference between the evaluator and the teacher in order for the teacher to explain plans and objectives for the work situation to be observed.

A post-observation conference shall be held after each formal observation and shall be used to inform the teacher if observed instructional practices are aligned with the expectations that are identified in the teacher's professional growth or implementation plan.

A teacher may request a formal observation at any time in addition to those required by this procedure.

O. Walkthroughs

The teacher shall be provided a copy of the completed walkthrough form. No more than 5 walkthroughs shall be included in each evaluation cycle. However, if a teacher is ineffective, the number may exceed five.

P. Finalization of Evaluation

Completion of Evaluation Cycle:

The evaluation report shall be signed by the evaluator. The evaluation report should then be signed by the teacher to verify notification to the teacher that the evaluation will be placed on file, but the teacher's signature should not be construed as evidence that the teacher agrees with the contents of the evaluation report. Failure of the teacher to sign shall not nullify the evaluation. The evaluation report shall be completed by May 10, signed by both parties, and sent to the superintendent.

The Board shall evaluate each teacher assigned an evaluation rating of Accomplished on the teachers' most recent evaluation conducted under this article once every two school years. In that case, the biennial evaluation shall be completed by the first day of May of the applicable school year, and the teacher shall receive a written report of the results of the evaluation by the tenth day of May of that school year.

Teachers recognized as Accomplished, Skilled or Developing shall be deemed comparable. This provision expires on June 30, 2016.

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

Q. Due Process

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

R. Personnel Action Requirement

Until three years of data have been collected and three evaluation cycles have been completed, all decisions concerning the retention, promotion, removal, reduction or recall of any teacher shall continue to be governed by the terms set forth in this agreement. This provision expires June 30, 2016.

ARTICLE 10 - GRIEVANCE PROCEDURE

It is our belief that, in the interest of all parties concerned, grievances should be dealt with in a manner which is equitable and beneficial to all. To attain this goal, parties will attempt to secure solutions in the shortest amount of time at the lowest possible level.

A. DEFINITIONS

1. A "Grievance" shall mean a claim by a teacher or an Association.
 - a. That there has been a violation, misapplication or misinterpretation of one or more of the provisions of their contract, or . . .
 - b. That the teacher or the association has been treated inequitably by an act or condition contrary to established school board policy or practice governing or affecting certified employees, except that the term "Grievance" shall not apply to any matter in which the School Board is without authority to act. Grievances filed under this section shall only be processed to a board level hearing.

B. INITIATION AND PROCESSING

1. LEVEL ONE

- a. A Teacher or Association with a grievance will state it in writing to the principal/supervisor with the object of resolving the matter immediately. The employee/Association will file the written grievance within thirty (30) days of the date on which he/she knew or should have known of the alleged occurrence or violation.
- b. Following this meeting, the principal shall communicate within five (5) days, his decision in writing to the grievant.

2. LEVEL TWO

- a. Within five (5) days of receipt by the grievant of the decision rendered by the principal such decision may be appealed to the superintendent. This Appeal shall include:
- A copy of the decision, and ...
 - A copy of the grievance.
- b. The Appeal shall be heard by the Superintendent within ten (10) days of its receipt by him. Three (3) days prior to the hearing written notice of the time and place shall be given to the grievant and administrator.
- c. Within five (5) days of hearing the Appeal, the Superintendent shall communicate in writing to the grievant his written decision.

3. LEVEL THREE

- a. If within five (5) days of receipt by the Grievant the decision rendered is unacceptable to the Grievant, the Grievance may be submitted in writing to the Board of Education. This appeal shall include:
- A copy of the Decision, and
 - A copy of the Grievance
- b. The Grievance shall be heard by the Board of Education at its next regularly scheduled meeting or within two (2) weeks of the filing of the Appeal, whichever shall be later. Five (5) days prior to the Hearing, written notice of the time and place shall be given to the Grievant.
- c. Within eight (8) days of Hearing the Appeal, the Board shall communicate to the Grievant its written decision, including supporting reasons.

4. LEVEL FOUR

- a. If the aggrieved person is not satisfied with the disposition of the grievance by the Board at Level Three, and the grievance involves a violation, misapplication or misinterpretation of one or more of the provisions of the contract, the Association, at the grievant's request, may request a hearing before an arbitrator. The request for arbitration shall be made in writing, to the Superintendent of the Board within fifteen (15) days following receipt of the disposition of the grievance at Level Three. The request may be personally delivered to the Superintendent or sent by certified mail, return receipt requested.
- b. If the parties cannot mutually agree to an arbitrator, the Association shall petition the American Arbitration Association for a list of nine names, and an arbitrator shall then be selected in accordance with American Arbitration Association rules and procedures. Thereafter, the arbitrator may conduct a hearing and shall otherwise proceed in accordance with American Arbitration Association rules and procedures.
- c. The Arbitrator's decision shall be strictly limited to interpreting the express terms of this contract, as necessary to resolve any contract interpretation issue timely raised in the written grievance. The arbitrator also may rule on issues of procedural and substantive arbitrability. The Arbitrator shall have no authority to add to or modify any provision of this contract.
- d. The Arbitrator's decision shall be advisory only. The Board retains the final authority to reject or accept the decision.
- e. The costs of arbitration shall be shared equally by employer and the Association.
- f. Exhaustion of this grievance procedure in a timely manner shall be a prerequisite to any

court action brought by the Association or a bargaining unit employee to enforce or redress alleged violation of this Agreement.

C. GENERAL PROCEDURES

1. Failure at any step of this procedure to communicate the Decision in writing on a grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure of the Grievant or the Association to file an Appeal of the decision at any step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.
2. A Grievance may be withdrawn at any level without prejudice or record.
3. It will be the practice of all parties in interest to process grievances after the regular workday has ended or a specified time agreeable to both parties.
4. The time limits provided in this procedure shall be strictly observed. In the event the grievance is not completely processed by the end of the school term and strict adherence to the time limits may result in hardship to any party, continuation of procedure may be enacted by mutual agreement.
5. Teacher's legal rights - nothing contained herein shall deny to any teacher his rights under state or federal constitutions and laws.
6. All Grievances shall be filed at the "lowest possible level." The lowest possible level means that level of the grievance procedure at which the administrator deciding the grievance has authority to make a decision.
7. The Grievant may be represented at any and all steps of the Grievance Procedure by the Association or its affiliates. When a Grievant is not represented by the Association, the Association shall have the right to be present and to state its views at any stage of this procedure when the grievance is resolved.

8. The fact that an employee files a grievance shall not be recorded in his/her personnel file or in any file used in the transfer, assignment, or promotion process; nor shall such fact be used in any recommendation for re-employment or recommendation for other employment; nor shall the Grievant, the Association or its officers or employees of the district be placed in jeopardy or be the subject of reprisal or discrimination for having followed or participated in this grievance procedure.
9. Once the Grievant has designated a representative, such representative shall receive a copy of all communications regarding the grievance.

ARTICLE 11 - HEALTH AND SAFETY

- A. As to the extent required by law, the Board shall be responsible to ensure and maintain conditions of employment that are free of hazards that are causing or are likely to cause accident, injury, or illness to employees. Teachers are responsible for reporting any known unsafe equipment or facilities but are not responsible for repairing or replacing such equipment or facilities.
- B. The Health/Medical needs of "Other Health Impaired" students, as defined by the Ohio Department of Education, will be handled in the manner specified in their I.E.P.
- C. Members of the bargaining unit will not be required to dispense medications except in case of an emergency or special circumstances, (i.e. student outside the school building). A trained designee and back-up person will be provided for each building for this purpose.
- D. When a student is assigned to a bargaining unit member, the Administration, if aware, will notify the bargaining unit member if such student has a known history of criminal-type behavior of an aggressive violent nature if such notification is legally permissible.

ARTICLE 12 – HIRING / REHIRING RETIREES

The Board may, in its sole discretion, choose to hire/rehire individuals who have retired with any public retirement system. If such individuals are hired/rehired, the following terms and conditions shall govern:

1. The individual shall be issued one year limited contracts which shall automatically expire and as a condition of employment, the employee waives his/her right to a continuing contract under Ohio law.
2. Neither 3319.11 ORC, 3319.111 ORC, 3319.17 ORC shall apply.
3. The Board, at its sole discretion, may offer insurance benefits. However, the Board will provide the dental insurance under this Agreement if the retiree cannot obtain such coverage from STRS at the same or less cost than the Board's cost.
4. The following Articles shall not apply:
Article 25 Reduction in Force
Article 28 Severance
5. The employee agrees to accept and the district will give credit for five (5) years of prior teaching service on the salary schedule.
6. The maximum number of retirees that may be hired under the provisions of this Article shall not exceed five percent (5%) of the bargaining unit members.

ARTICLE 13 - INCENTIVE PROGRAM

Incentive Program based on Excellent/Deficient school criteria of the State Department of Education.

A teacher who has 100% attendance, without using sick and personal leave, in any given year (July 1 - June 30), shall receive their per diem rate.

ARTICLE 14 - INSURANCE

In order to be eligible for insurance, an employee must be contracted for at least 30 hours per week. Any employee who, as of July 1, 2010 who

had insurance, but was contracted for less than 30 hours, shall maintain the insurances with the following prorating:

This pro-rating shall be calculated on the basis of 7.5 hours per day, 37.5 hours per week for a full-time certificated employee. For example, if an employee is scheduled to work 22.5 hours per week, the Board would pay 60% of the Board's share of the cost of his/her insurance. If an employee is scheduled to work 15 hours per week, the Board would pay 40% of the cost of the Board's share of his/her insurance, etc.

Employees may not be paid cash in lieu of insurance benefits.

Coverage Overview: See Plan Booklet for more detailed coverage information

Medical

A. The employee will pay 10% of the premium. Only one family medical policy shall be available for new employees to the district who have other family members working in the Marlinton Local School District.

B. Stark County Schools Council

The Board of Education may fully meet its obligations to provide health care benefits and services under this collective bargaining agreement by participating in the health benefits program of the Stark County Schools Council (COG). The Board shall provide health, dental and life insurance through the COG. The coverage shall be the standardized COG specifications

C. Preferred Provider - Doctors/Hospitals

1. The parties agree that one or more Preferred Provider Organization (PPO) programs for hospital and physicians' services shall be provided through the Stark County Council of Governments (COG) Health Insurance Program. Anyone, as of August 1, 2009, who has the traditional Mutual Health Program instead of the PPO, may continue such participation.

2. The selection of the PPO(s), the types of benefits/programs, or any changes therein, shall be

mutually determined by the representative of the COG and the Stark County OEA office representative.

D. Preferred Provider - Prescription Drugs

The Board shall provide, through the Stark County Council of Governments, a preferred provider drug program that, if the employee chooses to utilize, will include the following:

1. The program will be available to employees and their dependents who have "primary" coverage under the District's insurance.
2. The employee will pay the 20% co-payment to the provider and the remaining 80% will be direct billed to the insurance company. If the yearly maximum has been reached, provisions will be made to refund the employee's 20% co-payment.
3. The deductible will be waived.
4. The list of covered expenses shall be agreed upon by the COG and the Stark County OEA office representative.
5. Mail order prescription: Mail order must be used for maintenance drugs in order for the insurance provisions to apply.
6. Generic: Generic drugs must be substituted where applicable in order for the insurance provisions to apply.

E. Well Baby Care: \$1,000

F. Diabetic Management Program: will be part of all PPO programs

G. Early Retirement Incentive

Health Insurance benefits shall be provided to employees who participate in an ERI for the period between the effective ERI date and the retirement insurance eligibility date with STRS providing the participant pays 100% of the Board cost one (1) month in advance.

H.	<u>Specifications - PPO:</u>	
	Maximum Benefits	Unlimited
	Deductible	\$100/ individual \$200/family
	Accumulation Period	Calendar Year
	Co-Insurance Provision	In-System: 90% by the insurance carrier and 10% by the patient up to a yearly maximum out-of-pocket of \$500 per individual or \$1,000 for two or more family members. After the out-of-pocket has been met by the employee, 100% of eligible charges will be paid. Out-of-System: 80% by the insurance carrier and 20% by the patient up to a yearly maximum out-of-pocket of \$1,000 per individual or \$2,000 for two or more family members.

Preventative - Routine Pap test, mammogram, and prostate cancer test once per year shall be a covered expense (unless found by a physician to be necessary more often).

Routine Colonoscopy: shall be covered under the terms contained in the benefit booklet

Dependent Coverage - Unmarried dependent children from birth to age 19 (to age 26 if full-time student), provided the child is dependent upon the employee for support and maintenance in accordance with the Internal Revenue dependent guidelines.

Pre-Admission Certification - Under the Pre-Admission Certification/Concurrent Review Program, the doctor's recommendation for non-emergency hospitalization is reviewed and "pre-certified" before the individual is admitted to the hospital. Any elective non-emergency hospital stay (including maternity admissions) must be pre-certified. Failure to follow the pre-admission procedure may result in

the patient paying the first two hundred dollars (\$200) of room and board charges.

The admission procedure must be followed for emergency care within forty-eight (48) hours after the emergency.

Entry Fee: Hospital/Surgical

A \$200.00 entry fee for Hospital/Surgical Insurance will be assessed to employees not currently enrolled in the program. The payment of the fee may be made in one lump sum or in twenty-four (24) equal payroll deductions at the discretion of the employee.

Life Insurance

The Board shall provide term life and accidental death and dismemberment coverage in the amount of \$60,000 for each teacher.

Bargaining unit members may purchase additional term life insurance at the group rate, in \$5,000 increments, up to a maximum of \$50,000 coverage in addition to Board paid coverage. Modifications to this provision may be necessary to comply with requirements of the insurance carrier. The value of the life insurance reduces by 50% at age 65. The specific terms of the policy are contained in the life insurance contract.

Dental Insurance

Except as provided in Section "E" and "F" of this article, the Board shall provide Dental Coverage.

The employee will pay 20% of the premium.

Plan description (summary only):

- 1) Maximum benefits/covered person:

Class I, II or III	\$2,500/person per year.
--------------------	--------------------------
- 2) Deductible-Individual \$25 per year
- 3) Deductible-Family \$75 per year
- 4) Co-insurance Amounts

- a) Class I - Prevention 100% of Usual & Customary
(no deductible)
 - b) Class II - Basic 80% of Usual & Customary
 - c) Class III - Major 80% of Usual & Customary
 - d) Class IV - Orthodontia 60% of Usual & Customary
- Lifetime maximum
Orthodontia \$1200/per individual

Entry Fee:

- a. From September 15, 1989 through September 30, 1989 any employee on contract or on leave of absence as of September 1, 1989 may enter the dental program without an entry fee provided that person had been previously on dental respectively.
- b. Any employee on contract or leave of absence as of September 1, 1989, but not previously enrolled in dental and anyone employed after September 1, 1989 will be assessed the following entry fee:
 - Dental \$100.00
- c. The period of time during which an employee may enter the dental program will be limited to September 1st through September 30th of any calendar year. Once enrolled in the dental program the employee is obligated to remain in the program for a minimum period of one year.
- d. Should an employee enrolled in the dental program prior to September 1, 1989 provide proof of loss of dental insurance previously furnished through the employment of his or her spouse he or she will be permitted to enter the dental program in the following September enrollment period without paying an entry fee with the same minimum one year enrollment condition as listed in Item "c" above.

- e. Payment of this fee may be made in one lump sum or twenty-four equal payroll deductions at the discretion of the enrollee.

Full time contract Board employees on Leave of Absence or lay-off shall retain their eligibility status with regard to insurance coverage as of the date of lay-off or leave of absence as long as service is not severed.

Section 125-Tax Shelter

Tax sheltering of the individual's contribution for health costs, unreimbursed medical expenses and dependent coverage will be provided, under IRS Section 125.

ARTICLE 15 - LABOR MANAGEMENT COMMITTEE

The Board and Association representative, to include the Superintendent and the Association President, shall meet at least on a quarterly basis to discuss the promotion of good employee/supervisor relationships and the strengthening of morale. A list of topics must be submitted by each party respectively to the Superintendent or Association President no later than 2 days prior to the meeting. Such meeting shall not be for the purpose of circumventing the negotiations procedure or grievance procedure provided for in this Agreement. The meeting may be canceled or postponed by mutual agreement. The representation at meeting shall be decided by mutual agreement. Each team shall have the right to three representatives at each meeting. The Labor Management Committee will be co-chaired on an alternative basis by the Association and the Board.

ARTICLE 16 - LEAVES

A. ASSAULT

The Marlinton Board of Education shall grant assault leave. The definition of Assault Leave is "leave of absence for illness or injury from an assault by any person when a teacher is performing his or her scope of duties". The teacher will be maintained on full pay status during the period of absence until he/she qualifies for disability retirement under STRS. To obtain payment for Assault Leave, a teacher must have a physician's statement describing the nature of the disability and its duration. Time off due to assault leave cannot be charged to sick leave.

In case a legal action is taken against a teacher as a result of rightfully performing his duties, the Board, if requested and permitted by law, shall provide its attorney and assume his/her (attorney) legal expenses.

B. CHILD CARE

1. A teacher who has a child or is adopting a child after school is out or during the first semester may request and shall be granted the balance of the school year for child care leave.
2. A teacher who has a child or is adopting a child during the second semester may request and shall be granted the balance of the school year for child care leave. If requested by April 1st the leave shall be extended for the next succeeding school year.
3. When a teacher desires to terminate such leave, application for reinstatement shall be made by the employee by April 1st and the employee shall be reinstated at the beginning of the next school year.
4. Upon return from child care leave, the teacher shall be entitled to reinstatement to the same or similar position within the teacher's area of certification/licensure with the same contractual status which was held prior to the leave.
5. Where the group insurance policy permits, a teacher on child care leave may continue to participate in insurance benefits which are provided to other teachers if payment is made in advance by the employee at the group rate to the Board for such benefits.

C. PERSONAL LEAVE

Each certified employee shall be entitled to a maximum of three (3) days unrestricted. Leaves may be taken for one fourth (1/4) day.

If guidelines are met such leave will be granted upon written request to the principal with approval by both the principal and the Superintendent at least three (3) days in advance of the

anticipated absence. In cases where three (3) days notice is not possible (example: Subpoena or Death) the employee shall submit request prior to leave date to principal for his/her approval. Any employee who is not assigned to a building shall submit his/her request for personal leave to the administrator directly responsible for his/her duties.

In cases of emergency, wherein time does not permit the employee to obtain prior approval, the employee shall notify the principal so that the proper arrangements for handling the employee's duties can be made. Upon return to duty, the employee shall complete the proper personal leave request form and submit it to the Personnel Department.

The superintendent may grant additional paid or unpaid leave in his sole discretion. If unpaid leave is granted, the employee must pay the total cost of any benefits.

GUIDELINES FOR PERSONAL DAY LEAVE:

Personal Days will be limited as follows:

1. Not more than ten percent (10%) of the certificated staff (excluding Administrators) can be out of a given building on the same day.
2. Only two (2) personal days shall be granted on consecutive school days.
3. Personal leave days may not be taken during the first or last week of the school year, two (2) days before or after a school holiday, or on an in-service day.
4. The Superintendent, in his sole discretion, may grant an employee's request to be absent during the first or last week of the school year, two days before or after a school holiday or on an in-service day.
5. Based on all conditions outlined in this article, and limited to the acceptable guidelines for personal day leave, the employee is entitled to a maximum of three (3) days non-cumulative personal leave per contract year.
6. An incentive will be paid by June 30th under the following conditions:

- a. Using only 2 personal days in a given year: \$70.
- b. Using only 1 personal day in a given year: \$140.
- c. Using no personal days in a given year: \$300.

D. PROFESSIONAL DAY

The educational staff members of the Marlinton Local Schools are encouraged by the Board to attend professional and educational meetings, workshops and exhibits during the school year to aid them in improving the instructional progress and procedures of the Marlinton Local Schools.

In all cases where there is released time or expenses, the employee shall provide a one-page summary report (for educational uses) and submit it to his administrator before reimbursement is authorized. Reimbursement will be according to Board Policy GCLA (R.C. 4110.30)

Three (3) days per year upon approval of the Superintendent or his designee is granted to each certificated employee to attend a professional meeting or may be used for observing other teachers. Additional days may be approved by the Superintendent and the Board of Education.

If a teacher takes students on a field trip, this will not be counted as a Professional Day. These are granted in accordance with Board Policy.

E. SICK LEAVE

1. Sick leave may be used for absence due to illness, injuries, exposure to contagious disease, pregnancy of spouse and illness in the employee's immediate family. For purposes of this paragraph the term "immediate family" shall be interpreted to include spouse, child, brother, sister, and parents.

Sick leave may also be used to assist in attending to an ill grandchild if said grandchild is experiencing a serious illness which is documented by the grandchild's attending physician and a copy of the report regarding the illness is provided to the Board or the Board's designee.

2. If medical attention is required, the employee statement shall list the name and address of the attending physician and the dates when he/she was consulted.
3. Sick leave may be used for death in the employee's immediate family. For purposes of this paragraph, "immediate family" will be interpreted to include spouse, children, parent, brother, sister, grandparent, grandchildren, father-in-law, mother-in-law, brother-in-law, sister-in-law, or any member of the household who has stood in the same family relationship with the employee as any of these.
4. Sick leave shall be credited at the rate of one and one-quarter (1 1/4) days per month, 15 days per year.
5. Employees who work extended service beyond the normal contract year shall be granted one and one-quarter additional days of sick leave for each extended service month (20) days employed.
6. Sick leave accumulation shall be 300 days. Any employee, as of July 1, 2013, who has an accumulation in excess of 300 days, shall not have their accumulation reduced.
7. After three (3) consecutive days of sick leave the employee may be requested to provide his/her immediate supervisor written documentation (i.e. doctor's note) substantiating the reason for the leave.
8. If a pattern/trend of sick leave abuse is noticed, the employee may be requested to provide written documentation.

F. FAMILY MEDICAL LEAVE ACT

1. If an employee takes a leave granted under this article for a reason covered by the Family and Medical Leave Act, the leave shall be administered under the provisions of the FMLA.
2. Upon approval of the Superintendent and MEA President, this section may be modified as necessary to comply with federal law and rules and regulations.

3. The Board shall provide a copy of the policy on FMLA in the library of each building.

ARTICLE 17 - LENGTH OF SCHOOL YEAR

- A. The regular school year for all members of the bargaining unit shall be no more than 185 days.

- B. Extended Time:

Extended time shall be defined as work performed as required by administration beyond the normal school year as defined in the Negotiated Agreement. Extended time shall be paid at the bargaining unit member's per diem rate of pay. The following positions shall require extended time:

1. Dean of Students
2. Vocational Horticulture
3. CBI
4. Librarian
5. Faculty Manager
6. Home Economics
7. Counselors
8. Vocational Agriculture
9. Psychologists
10. Natural Resources
11. Band Director
12. Assistant Band Director
13. Network Instructor

The Superintendent shall review with the Association President extended time positions at the end of the school year for the following year.

ARTICLE 18 - MILEAGE

The Board shall pay for authorized mileage expense at the IRS rate.

ARTICLE 19 - NON-TEACHING DUTIES

Non-teaching duties will be distributed among certificated staff as fairly and as equitably as possible. Staff members will not be required to

perform supervision for activities where admission charges are assessed.

Detention Pay

High School and Middle School teachers assigned to supervise student detention after the seven and one-half (7.5) hour workday or on Saturday shall be paid eighteen dollars (\$18.00) per hour unless compensatory time off is requested and granted.

ARTICLE 20 - PAYROLL

A. Method of Payroll Payment

All employees shall have paychecks deposited directly in to the bank of their choice by electronic transfer, on or before the date of pay date.

B. Payroll Deduction

Employees, upon completion of authorized forms, are eligible to have the following deductions taken from their paychecks:

1. Credit Union
2. Association Dues
3. Authorized Annuities
4. Authorized City Tax
5. United Way
6. Insurance Entry Fees
7. Insurance Premiums
8. Section 125 Plan
9. FCPE Donations

The Board Treasurer will send checks to Annuity Companies at least five (5) calendar days in advance of the company posting date if the invoice has been received and the money has been deducted from the employee's check. It is the employee's responsibility to correctly advise the Board Treasurer of the applicable posting date, but the Treasurer reserves the right to verify that the date is correct.

Other deductions may be added if they benefit the majority of employees and have the approval of the Board Treasurer.

1. There must be requests for deduction from at least five percent (5%) of the teaching staff, provided that all current staff member deductions will be continued.
2. There must be enough requests for deductions for the same group dental plan to qualify for group dental rates.

ARTICLE 21 - PERSONNEL FILES

- A. All teachers have the right, upon reasonable notice, to view the materials in their personnel files. If an unfavorable statement or notation is in the file, the staff member shall be given an opportunity to place a statement of rebuttal or explanation in his file.
- B. All documents put in a teacher's file after the effective date of this contract shall be dated and identifiable as to source.
- C. A teacher may request and shall receive at his/her expense, a reproduction of any item in his/her file.
- D. Nothing contained herein shall be construed to deny a teacher any rights he/she may have under Chapter 1347 Ohio Revised Code (Privacy Act).

ARTICLE 22 - PHONE CALLS

The Board of Education will reimburse members of the Bargaining Unit for authorized long distance phone calls which they are required to make in the course of their employment to students, parents, or administrators. As a condition of payment, the teacher must provide documentation of the call to the satisfaction of the Treasurer.

ARTICLE 23 - PLANNING TIME

- A. Planning time shall be provided for all bargaining unit members within the 7.5 hour workday. Elementary teachers shall be provided with a total of at least 280 minutes planning time per week, exclusive of gym and music. The regular schedule for such planning time will be scheduled in blocks of at least 25 minutes. A portion of such time may be used for staff meetings, school-wide activities, grade-level(s)/subject activities and

individual conferences, but in no case shall the elementary teacher have less than 200 minutes of duty-free planning time during the week.

- B. Middle School teachers shall be provided with no less than 215 minutes planning time per week. The middle school teacher's regular schedule for planning time shall include one class period a day and two 25 minute blocks per week. Planning time may be used for staff meetings, school-wide activities, grade-level(s)/subject activities and individual conferences, provided that the teacher shall have the planning time required by state standards.
- C. High School teachers shall be provided with 240 minutes planning time including one class period at least 4 days per week. Planning time may be used for staff meetings, school-wide activities, grade level(s) activities and individual conferences, provide that the teacher shall have the planning time required by state standards.

ARTICLE 24 - PRINTING OF CONTRACT

After this contract is signed, three hundred (300) pocket-size copies of this contract shall be reproduced with the cost to be shared equally by the parties. The Board shall distribute copies to the board members and school administrators, and the MEA shall distribute copies to the teachers.

The Board shall be responsible to implement this provision. Said implementation shall be accomplished per the following guidelines:

- A. The contents of the Contract shall be approved by a representative of the MEA and a representative of the Board as being the true representation of the Negotiated Agreement.
- B. The printing and assembly of the Contract shall be awarded to the low quote, from those who submitted quotes which shall include at least one quote solicited by the Board and one quote solicited by the MEA. If either side declines to solicit a quote, the Board may proceed with the quotes available.
- C. Printing and assembly costs shall be fully documented on an invoice presented to the MEA and shall represent 50% of the total costs for printing and assembly.

- D. Specifications for the printing of the Contract shall be approved by a representative of the MEA and a representative of the Board and shall be utilized as the basis for obtaining the quotes.

ARTICLE 25 - REDUCTION IN FORCE

The Board shall proceed to suspend contracts in accordance with the recommendation of the superintendent who shall, within each teaching field affected, give preference to teachers on continuing contracts. The board shall not give preference to any teacher based on seniority, except when making a decision between teachers who have comparable evaluations. (ORC 3319.17)

Evaluations shall be deemed as comparable when comparing Accomplished, Skilled and Developing. Seniority shall never be used for Ineffective teachers. This paragraph shall automatically expire June 30, 2016 and shall not be carried forward into the successor contract.

The teachers whose continuing contracts are suspended by the board shall have the right of restoration to continuing service status if and when teaching positions become vacant or are created for which any of such teachers are or become qualified. No teacher whose continuing service status by reason of having declined recall to a position that is less than full-time or, if the teacher was not employed full-time prior to suspension of the teacher's continuing contract, to a position requiring a lesser percentage of full-time employment than the position the teacher last held while employed in the district. (ORC 3319.17)

- A. Attrition: the number of persons affected by a reduction in force will be kept to a minimum by not employing replacements insofar as practicable for employees who retire or resign or whose Limited Contracts are not renewed for reasons other than the planned reduction in the number of teachers.
- B. Methods: Layoffs may be affected by non-renewal of Limited Contracts and/or suspension of contracts. Contract suspensions are subject to ORC 3319.17.
- C. Notice to Teacher: Teachers who are laid off shall be so notified by Certified Mail and/or other receipted methods. The notice shall advise the teacher that his contract is being non-renewed or suspended because of a reduction in force. The MEA shall be provided with a list of teachers on layoff status.

- D. Seniority List: No later than February 1st of each year, the Superintendent or the Superintendent's designee will provide the Association President with a list showing, each teacher employed by the Board, the teacher's continuous service, contract status, teaching field, and areas of certification. A copy of the Seniority List will be posted in the central administration office, so that it can be inspected by teachers and association representative during normal office hours.
- E. Notice of Association: At least one week prior to official action implementing a planned Reduction in Force, the Superintendent shall advise the Association President that a Reduction in Force is planned. The Superintendent shall give the Association President a list of the positions to be eliminated and a list of teachers whose contracts are slated to be non-renewed or suspended as a result of the Reduction in Force. The Superintendent and Association President also shall review the most recent Seniority List to update it as may be necessary to be sure that current, correct information is available for implementing reduction in force procedures.
- F. Recall:
1. Persons to be restored shall be notified by Certified Mail (and/or other receipted methods) to their last known address. It is the teacher's responsibility to keep the superintendent informed of his/her current address.

Any teacher who fails to respond in writing affirmatively to the superintendent's office within ten (10) business days, or declines a full-time position, shall forfeit all recall rights.
 2. The Association will receive a restoration list in the order of the recall.
 3. The recall list for Continuing Contract teachers is to be maintained indefinitely.
 4. A teacher on the recall list may continue to participate in those benefits which are provided to teachers in active employment, provided he/she pays monthly, in advance, to the Treasurer the cost of such benefits.

G. AREA OF CERTIFICATION

All areas of certification shall be used when making retention decisions.

Likewise, if eligible for recall, they may exercise their recall rights with respect to vacancies in any of the areas of certification.

H. CONTINUOUS SERVICE

1. As used in this article, "Continuous Service" shall mean the time period of the teacher's continuous employment in the Marlinton Local Schools since the Bargaining Unit member's most recent date of hire as a regular full-time Bargaining Unit employee, provided that the time spend absent on unpaid leave shall be deducted when computing continuous service.
2. Beginning with the 1986-87 school year regular part-time teachers who teach at least half day or less in the Elementary Schools or at least three periods or less in the Secondary Schools shall accrue seniority at a 50% rate, i.e., one half year for each full year of teaching under a teaching contract.
3. If a teacher was non-renewed on or before June 1st of any year but thereafter was re-employed for the following school year, the non-renewal should not be considered a break in service. Similarly, although approved leaves of absence do not count toward computation of continuous service, they shall not be considered a break in continuous service.
4. Should a tie occur, seniority will be determined first by date of board action on hire and second, on date a continuing contract was issued. Thereafter, a tie shall be broken by the discretion of the Board.

I. EFFECTS OF THIS ARTICLE:

This article shall take precedence over any rights to assignment conferred by other articles of this Agreement.

ARTICLE 26 – RESIDENT EDUCATOR PROGRAM

The Resident Educator Program means a program of support provided by a school district pursuant to the requirements of the entry-year standard ORC 3319.223 to meet the unique needs of an individual in the first year of employment under a classroom teaching certificate or an educational personnel certificate.

A. DEFINITION

1. Mentor

Means a person assigned to provide professional support to an individual during the resident educator program while employment under a classroom teaching certificate/license or an educational personnel certificate/license.

2. Resident Educator

Means a graduate of a teacher preparation program assigned to a classroom for the first time. Part-time teachers, if they meet the requirements by ODE, will be included if they are designated as a classroom teacher within their assigned building(s).

B. SELECTION

Mentors will be selected from a pool of trained, experienced (minimum 5 years of experience in field), and certificated/licensed teachers. All attempts will be made to secure a mentor in the same assigned building as the resident educator teacher. If this is not possible, a mentor from another building in the district or a person outside the district will be selected.

A mentor shall not normally be assigned more than one resident educator. However, if necessary, after consultation with the Association President, more than one may be assigned.

C. RESPONSIBILITIES

1. Evaluation

- a. It is not the responsibility of the mentor to formally or informally evaluate the resident educator's teaching performance.
- b. The responsibility for the evaluation process will remain with the administration.

2. Release Time

Up to three (3) days of release time will be allotted for the mentor and resident educator to meet.

NOTE: If either the mentor or resident educator believes the partnership is not beneficial to the process, they may request a replacement. This request will be presented to the program coordinator who will review options and report back to the mentor/resident educator.

D. COMPENSATION

1. The Mentor shall be paid seven hundred (\$700) dollars for time spent participating in the Resident Educator Program outside of the release time listed in C2 above.
2. The Lead Mentor shall be paid one thousand one hundred (\$1,100) dollars for time spent participating in the Resident Educator Program outside of the release time listed in C2 above.

E. NEW TEACHERS

After four years in the district, completion of the Resident Educator Program and contract renewal, a stipend of \$600 shall be paid.

ARTICLE 27 - SALARY

A. BASE SALARY

Effective July 1, 2013 - June 30, 2016 - \$30,321.00.

- 2013-2014: base freeze; move one step on index; one-time, lump sum of 1% each year of the contract, not on the schedule
- 2014-2015: base freeze; move one step on index; one-time, lump sum of 1% each year of the contract, not on the schedule
- 2015-2016: base freeze; move one step on index; one-time, lump sum of 1% each year of the contract, not on the schedule

Contingency: 2013-2014 School Year:

If the district receives additional non-mandated, school foundation and/or local property and/or property tax allocation revenue and/or oil /gas revenue in 2013-2014 above the district's projections of \$18,857,693, fifty percent (50%) of such increase shall be made in a one-time lump sum payment, calculated on current salary up to a maximum of 2% from all sources.

The payment shall be a one-time only lump sum paid no later than the second pay in August.

2014-2015 School Year:

If the district receives additional non-mandated, school foundation and/or local property and/or property tax allocation revenue and/or oil /gas revenue in 2014-2015 above the district's projections of \$19,040,490, fifty percent (50%) of such increase shall be made in a one-time lump sum payment, calculated on current salary up to a maximum of 2% from all sources.

The payment shall be a one-time only lump sum paid no later than the second pay in August.

2015-2016 School Year:

If the district receives additional non-mandated, school foundation and/or local property and/or property tax allocation revenue and/or oil /gas revenue in 2015-2016 above the district's projections of \$19,040,490, fifty percent (50%) of such increase shall be made in a one-time lump sum payment, calculated on current salary up to a maximum of 2% from all sources.

The payment shall be a one-time only lump sum paid no later than the second pay in August.

<u>Line</u>	<u>FY14</u>	<u>FY15</u>	<u>FY16</u>
1.010	\$7,807,651	\$7,807,651	\$7,807,651
1.035	\$9,418,414	\$9,601,211	\$9,601,211
1.05	\$1,631,628	\$1,631,628	\$1,631,628
Gas/Oil	-0-	-0-	-0-
<hr/>			
Total	\$18,857,693	\$19,040,490	\$19,040,490

*FY16 includes renewal operating levy revenue as shown on line 11.020 of the forecast.

**Marlington Local School District
Certified Salary Schedule
for the 2014, 2015, and 2016 school years**

Base \$30,321.00

Years	1		2		3		4		5		6	
	Increment	Salary	Increment	Salary	Increment	Salary	Increment	Salary	Increment	Salary	Increment	Salary
0	0.8659	\$26,254.95	1.0000	\$ 30,321.00	1.0485	\$31,791.57	1.0970	\$33,262.14	1.1158	\$33,832.17	1.1500	\$34,869.15
1	0.9015	\$27,334.38	1.0400	\$ 31,533.84	1.0935	\$33,156.01	1.1470	\$34,778.19	1.1708	\$35,499.83	1.2130	\$36,779.37
2	0.9415	\$28,547.22	1.0800	\$ 32,746.68	1.1385	\$34,520.46	1.1970	\$36,294.24	1.2258	\$37,167.48	1.2760	\$38,689.60
3	0.9815	\$29,760.06	1.1200	\$ 33,959.52	1.1835	\$35,884.90	1.2470	\$37,810.29	1.2808	\$38,835.14	1.3390	\$40,599.82
4	1.0215	\$30,972.90	1.1600	\$ 35,172.36	1.2285	\$37,249.35	1.2970	\$39,326.34	1.3358	\$40,502.79	1.4070	\$42,661.65
5	1.0615	\$32,185.74	1.2000	\$ 36,385.20	1.2735	\$38,613.79	1.3470	\$40,842.39	1.3908	\$42,170.45	1.4650	\$44,420.27
6	1.1015	\$33,398.58	1.2500	\$ 37,901.25	1.3285	\$40,281.45	1.4070	\$42,661.65	1.4458	\$43,838.10	1.5280	\$46,330.49
7	1.1415	\$34,611.42	1.3000	\$ 39,417.30	1.3835	\$41,949.10	1.4670	\$44,480.91	1.5008	\$45,505.76	1.5910	\$48,240.71
8	1.1815	\$35,824.26	1.3500	\$ 40,933.35	1.4385	\$43,616.76	1.5270	\$46,300.17	1.5608	\$47,325.02	1.6540	\$50,150.93
9	1.2215	\$37,037.10	1.4000	\$ 42,449.40	1.4935	\$45,284.41	1.5870	\$48,119.43	1.6208	\$49,144.28	1.7170	\$52,061.16
10	1.2615	\$38,249.94	1.4500	\$ 43,965.45	1.5485	\$46,952.07	1.6470	\$49,938.69	1.6808	\$50,963.54	1.7800	\$53,971.38
11	1.3915	\$42,191.67	1.5000	\$ 45,481.50	1.6035	\$48,619.72	1.7070	\$51,757.95	1.7408	\$52,782.80	1.8430	\$55,881.60
12	1.3915	\$42,191.67	1.5500	\$ 46,997.55	1.6585	\$50,287.38	1.7670	\$53,577.21	1.8008	\$54,602.06	1.9060	\$57,791.83
13	1.3915	\$42,191.67	1.6000	\$ 48,513.60	1.7135	\$51,955.03	1.8270	\$55,396.47	1.8608	\$56,421.32	1.9690	\$59,702.05
14	1.3915	\$42,191.67	1.6000	\$ 48,513.60	1.7135	\$51,955.03	1.8270	\$55,396.47	1.8608	\$56,421.32	1.9690	\$59,702.05
15	1.4315	\$43,404.51	1.6500	\$ 50,029.65	1.7685	\$53,622.69	1.8870	\$57,215.73	1.9208	\$58,240.58	2.0320	\$61,612.27
16	1.4315	\$43,404.51	1.6500	\$ 50,029.65	1.7685	\$53,622.69	1.8870	\$57,215.73	1.9208	\$58,240.58	2.0320	\$61,612.27
17	1.4315	\$43,404.51	1.6700	\$ 50,636.07	1.7785	\$53,925.90	1.9070	\$57,822.15	1.9408	\$58,847.00	2.0480	\$62,097.41
18	1.4315	\$43,404.51	1.6700	\$ 50,636.07	1.7785	\$53,925.90	1.9070	\$57,822.15	1.9408	\$58,847.00	2.0480	\$62,097.41
19	1.4315	\$43,404.51	1.6950	\$ 51,394.10	1.8185	\$55,138.74	1.9420	\$58,883.38	1.9758	\$59,908.23	2.0620	\$62,521.90
20	1.4315	\$43,404.51	1.6950	\$ 51,394.10	1.8185	\$55,138.74	1.9420	\$58,883.38	1.9758	\$59,908.23	2.0620	\$62,521.90
21	1.4315	\$43,404.51	1.7100	\$ 51,848.91	1.8285	\$55,441.95	1.9470	\$59,034.99	1.9808	\$60,059.84	2.0780	\$63,007.04
22	1.4315	\$43,404.51	1.7100	\$ 51,848.91	1.8285	\$55,441.95	1.9470	\$59,034.99	1.9808	\$60,059.84	2.0780	\$63,007.04
23	1.4315	\$43,404.51	1.7300	\$ 52,455.33	1.8485	\$56,048.37	1.9670	\$59,641.41	2.0008	\$60,666.26	2.0920	\$63,431.53
24	1.4315	\$43,404.51	1.7300	\$ 52,455.33	1.8485	\$56,048.37	1.9670	\$59,641.41	2.0008	\$60,666.26	2.0920	\$63,431.53
25	1.4315	\$43,404.51	1.7500	\$ 53,061.75	1.8685	\$56,654.79	1.9970	\$60,551.04	2.0308	\$61,575.89	2.1080	\$63,916.67
26	1.4315	\$43,404.51	1.7500	\$ 53,061.75	1.8685	\$56,654.79	1.9970	\$60,551.04	2.0308	\$61,575.89	2.1080	\$63,916.67
27	1.4315	\$43,404.51	1.7850	\$ 54,122.99	1.9185	\$58,170.84	2.0520	\$62,218.69	2.0858	\$63,243.54	2.1220	\$64,341.16
28	1.4315	\$43,404.51	1.7850	\$ 54,122.99	1.9185	\$58,170.84	2.0520	\$62,218.69	2.0858	\$63,243.54	2.1220	\$64,341.16
29	1.4315	\$43,404.51	1.7960	\$ 54,456.52	1.9640	\$59,550.44	2.0640	\$62,582.54	2.1150	\$64,128.92	2.1380	\$64,826.30

CREDITS APPLICABLE TO M+ SCHEDULE

1. All credits earned from a college or university approved for teacher preparation by the Ohio State Department of Education and completed prior to and including the second session of the summer 1986 academic session.
2. After the second academic summer session, 1986, all credits to be applied to M+ salary schedule shall be courses that apply to the teaching field of the staff member, or to existing certification already on file as of September 15, 1986.
3. A staff member will be able to add course credits for use in calculation on the M+ salary schedule under the following conditions: Master's + Hours are graduate hours that advance the staff member in the field of education except that one course not to exceed three (3) semester hours, may be non-graduate.
4. Hours to be calculated on the M+ schedules must be those hours accomplished after receipt of the Master's Degree.
5. All courses included for salary calculations must be on file or verified by September 15th of the year they are to be included as a basis for payment.

B. SUPPLEMENTAL

1. Supplemental position duties may be shared by more than one person and the stipend split if agreed to by the contracting parties and the Marlington Board of Education.
2. Notwithstanding any provision of statute, evaluation and notice of non-renewal shall not be required for supplemental contacts. Rather, employment in a supplemental position shall terminate automatically at the expiration of the contract, and the contract shall be deemed non-renewed unless the Board affirmatively issues a new supplemental contract to the individual.
3. As of July 1, 1989, any off staff person hired for the performance of a supplemental contract with the Marlington Board of Education will, at the Board's discretion,

be permitted to be rehired from year to year without re-advertising the supplemental position at any other level.

4. New and additional supplemental positions may be created on an as needed basis, as participation warrants, by mutual agreement of the Superintendent and the Association President. The rate for the particular created positions shall be agreed upon by both the Board and the Association. New or additional positions will be posted per the Negotiated Agreement.

Marlington Local School District
Supplemental Stipend Schedule
for the 2014, 2015, and 2016 school years

Base \$30,321.00

	STEP 1		STEP 2		STEP 3	
	Index	Stipend	Index	Stipend	Index	Stipend
FACULTY MANAGER	0.180	5,457.78	0.200	6,064.20	0.220	6,670.62
SITE COORDINATOR	0.100	3,032.10	0.120	3,638.52	0.140	4,244.94
FOOTBALL						
Varsity Head Coach	0.180	5,457.78	0.210	6,367.41	0.240	7,277.04
High School Assistants	0.100	3,032.10	0.130	3,941.73	0.160	4,851.36
Middle School Assistants	0.080	2,425.68	0.100	3,032.10	0.130	3,941.73
BASKETBALL						
Varsity Head Coach	0.180	5,457.78	0.210	6,367.41	0.240	7,277.04
Assistants	0.100	3,032.10	0.130	3,941.73	0.160	4,851.36
WRESTLING						
Varsity Head Coach	0.180	5,457.78	0.210	6,367.41	0.240	7,277.04
Assistants	0.100	3,032.10	0.130	3,941.73	0.160	4,851.36
TRACK						
Varsity Head Coach	0.110	3,335.31	0.140	4,244.94	0.170	5,154.57
Assistants	0.080	2,425.68	0.110	3,335.31	0.140	4,244.94
CROSS COUNTRY						
Varsity Head Coach	0.080	2,425.68	0.110	3,335.31	0.140	4,244.94
Assistants	0.065	1,970.87	0.095	2,880.50	0.125	3,790.13
BASEBALL						
Varsity Head Coach	0.110	3,335.31	0.140	4,244.94	0.170	5,154.57
Assistants	0.080	2,425.68	0.110	3,335.31	0.140	4,244.94
GOLF						
Varsity Head Coach	0.080	2,425.68	0.110	3,335.31	0.140	4,244.94
Assistants	0.030	909.63	0.050	1,516.05	0.070	2,122.47
TENNIS						
Varsity Head Coach	0.080	2,425.68	0.110	3,335.31	0.140	4,244.94
Assistants	0.030	909.63	0.050	1,516.05	0.070	2,122.47
VOLLEYBALL						
Varsity Head Coach	0.110	3,335.31	0.140	4,244.94	0.170	5,154.57
High School Assistants	0.090	2,425.68	0.110	3,335.31	0.140	4,244.94
Middle School Assistants	0.050	1,516.05	0.070	2,122.47	0.090	2,728.89
SOCCER						
Varsity Head Coach	0.110	3,335.31	0.140	4,244.94	0.170	5,154.57
Assistants	0.080	2,425.68	0.110	3,335.31	0.140	4,244.94
SOFTBALL						
Varsity Head Coach	0.110	3,335.31	0.140	4,244.94	0.170	5,154.57
Assistants	0.080	2,425.68	0.110	3,335.31	0.140	4,244.94
CHEERLEADING						
Varsity Head Coach	0.130	3,941.73	0.160	4,851.36	0.190	5,760.99
Junior Varsity Coach	0.100	3,032.10	0.130	3,941.73	0.160	4,851.36
Freshman Coach	0.090	2,728.89	0.120	3,638.52	0.150	4,548.15
Middle School Coach	0.080	2,425.68	0.110	3,335.31	0.140	4,244.94
STRENGTH AND CONDITIONING - FULL YEAR						
Head Strength and Conditioning Director	0.100	3,032.10	0.120	3,638.52	0.140	4,244.94
Assistants (one per season - Fall/Winter/Spring/Summer)	0.030	909.63	n/a	n/a	n/a	n/a
MOULIN CENTER PM SUPERVISION						
Assistants (one per season - Fall/Winter/Spring)	0.030	909.63	n/a	n/a	n/a	n/a

**Marlington Local School District
Supplemental Stipend Schedule
for the 2014, 2015, and 2016 school years**

Base \$30,321.00

	STEP 1		STEP 2		STEP 3	
	Index	Stipend	Index	Stipend	Index	Stipend
MUSIC						
High School Band Director	0.180	5,457.78	0.210	6,367.41	0.240	7,277.04
Assistant HS Band Director	0.070	2,122.47	0.100	3,032.10	0.130	3,941.73
Middle School/Assistant Director	0.080	2,425.68	0.110	3,335.31	0.140	4,244.94
Elementary Band Director	0.070	2,122.47	0.100	3,032.10	0.130	3,941.73
Band Auxiliary, Unit Director	0.060	1,819.26	0.080	2,425.68	0.100	3,032.10
Band Manager/Announcer	0.020	606.42	0.040	1,212.84	0.060	1,819.26
High School Vocal Music	0.100	3,032.10	0.130	3,941.73	0.160	4,851.36
Middle School Vocal Music	0.070	2,122.47	0.100	3,032.10	0.130	3,941.73
Elementary Vocal Music	0.030	909.63	0.050	1,516.05	0.070	2,122.47
CLASS ADVISORS (Two Paid Advisors Per Class)						
9th Grade	0.025	758.03	0.045	1,364.45	0.065	1,970.87
10th Grade	0.025	758.03	0.045	1,364.45	0.065	1,970.87
11th Grade	0.035	1,061.24	0.055	1,667.66	0.075	2,274.08
12th Grade	0.025	758.03	0.045	1,364.45	0.065	1,970.87
PUBLICATIONS						
High School Yearbook	0.070	2,122.47	0.090	2,728.89	0.110	3,335.31
Middle School Yearbook	0.030	909.63	0.050	1,516.05	0.070	2,122.47
News (Paper or Video)	0.040	1,212.84	0.060	1,819.26	0.080	2,425.68
OTHER						
Ski Advisors	0.040	1,212.84	0.060	1,819.26	0.080	2,425.68
Student Council Advisor (HS)	0.040	1,212.84	0.060	1,819.26	0.080	2,425.68
Student Council Advisor (MS)	0.030	909.63	0.050	1,516.05	0.070	2,122.47
National Honor Society Advisor	0.040	1,212.84	0.060	1,819.26	0.080	2,425.68
Academic Challenge	0.040	1,212.84	0.060	1,819.26	0.080	2,425.68
Power of the Pen	0.040	1,212.84	0.060	1,819.26	0.080	2,425.68
Gifted Teams/Destination Imagination (per team)	0.040	1,212.84	0.060	1,819.26	0.080	2,425.68
High School SADD	0.040	1,212.84	0.060	1,819.26	0.080	2,425.68
High School Link Crew	0.040	1,212.84	0.060	1,819.26	0.080	2,425.68
Speech and Debate Team	0.060	1,819.26	0.080	2,425.68	0.100	3,032.10
Drama Dukers	0.040	1,212.84	0.060	1,819.26	0.080	2,425.68
Character Counts Leadership Team	0.040	1,212.84	0.060	1,819.26	0.080	2,425.68
LEAD MENTOR		1,100.00				
MENTOR		700.00				
HEAD TEACHER		750.00				
DIVISION CHAIRPERSON		250.00		PLUS 50.00 PER TEACHER EACH DIVISION		
TECHNOLOGY		500.00				
FLORIDA VIRTUAL		50.00		PER STUDENT PER SEMESTER, OR		
				AN INSTRUCTIONAL PERIOD, IF AVAILABLE		
COACH'S AIDE		750.00				
GYMNASTICS		750.00				
SWIMMING		750.00				

NOTE: Step Two becomes effective after two years of experience in that area.

Step Three becomes effective after four years of experience in that area.

Class Advisor's longevity change after one four-year cycle.

A "Coach's Aide" may be used at the discretion of the Board based on variable such as participation levels -- \$750. per aide.

Credit for experience shall be given on the supplemental salary schedule for a bargaining unit member that moves from assistant position or a lesser paying position, in that area to a varsity or higher paying position.

- C. Effective January 15, 2011, each bargaining unit member shall receive a Family Athletic Pass, providing admission to all home events for themselves, their spouse or one other adult living in the household, and all of the children K-12 all of whom must reside in the household.

ARTICLE 28 - SEVERANCE PAY

- A. A teacher who elects to retire from teaching service to the Marlinton Local School District shall receive in one lump sum 1/4 of the value of his/her accrued and unused sick leave to a maximum of seventy (70) days multiplied by his/her per diem rate at the time of retirement.

An individual who desires to retire during the school year, must notify the Board no later than the preceding July 15th. Failure to do so will result in a loss of the incentive program.

- B. In addition, to severance, the employee is entitled to an incentive bonus of \$15,000.00.
Limitations:

- 1. Employees retiring the first time they are eligible to retire based on STRS eligibility will receive a bonus. First time eligibility means:

- a. Any age with at least 30 yeas of service credit;
 - b. Age 55 or over with at least 25 years of service credit;
 - c. Age 60 or over with at least five years of service credit
2. However, if an employee has less than 30 years service credit (including time to be purchased) and chooses not to retire when the first time eligible, in order to qualify for the bonus they must declare to the Superintendent in writing by January 15 of that year that their retirement will occur when they have reached 30 years of service credit with STRS (including time to be purchased.).
 3. Notification of the Superintendent must be submitted by January 15. The payment of the incentive shall be made the January following retirement, the employee's acceptance into the retirement system, and the receipt of the first retirement check.
 4. The total amount will be paid provided it doesn't exceed the value of the teacher's accrued sick leave.
- C. Teachers are eligible for this payment after they have been accepted in his/her retirement system and approved for retirement benefits. Payments for sick leave on this basis shall be considered to eliminate all sick leave credit accumulated by the teacher at that time.

PER DIEM:

The term "per diem" as used to calculate severance pay in this article shall be defined as the annual rate of pay of the primary teaching job during the teacher's last school year of employment, plus 50% of the annual rate of pay of a job or jobs, if any, which the teacher worked pursuant to a supplemental contract during the teacher's last year of employment, divided by 185 days. Thus, for example, a teacher with an annual salary of \$23,273.53, and a supplemental coaching salary of \$2,556.45, would have the following per diem rate for purpose of severance pay calculations:

$$\frac{\$23,273.53 + (.5 \times \$2,556.45)}{185} = \$132.71$$

ARTICLE 29 - STRS PICK-UP WITH REDUCTION

In accordance with Board practice and resolution and with STRS and IRS guidelines, the Board will contribute to STRS both its employer contribution and an amount equal to each certificated employee's contribution in lieu of payment by the employee, and such amount contributed on behalf of the employee shall be treated as deferred salary from the contract salary otherwise payable to the employee in cash. The employee's stated contract salary, per the schedules printed in this contract, shall thus be treated as consisting of a cash component and a pick-up component, with the pickup component being equal to the amount of the employee's required STRS contribution. The Board's total combined expenditures for employees total contract salaries payable pursuant hereto, (including pickup amount), and its employer contribution to STRS, shall not be greater than the amount it would have paid for the employee's contract salary per the salary schedule and the employer contribution payable thereon if this STRS pickup provision were not in effect.

The Board shall compute and remit its employer contributions to STRS based upon total contract salary, including the "pickup." The Board shall report for Federal and Ohio income tax purposes an employee's gross income said employee's total contract salary less the amount of the "pickup." For municipal income tax purposes, it shall report as gross income said employee's total contract salary, including the amount of the "pick-up." The Board shall compute income tax withholding based on gross income as reported to each taxing authority.

ARTICLE 30 - SUBSTITUTE TEACHERS

It is the responsibility of the administration and not the bargaining unit members to secure substitute teachers when a regular teacher is absent.

Teachers shall give sufficient notice (preferably one hour before scheduled class time) expect in the case of an emergency.

ARTICLE 31 - TEACHER'S DAY

- A. The normal teacher's day will be seven and one-half (7 1/2) hours.
- B. Within the established work calendar for teachers, one day will be allocated for teacher's to work in their classrooms in

preparation for the opening of school. New teachers will be required to attend additional meetings in order to receive orientation prior to this day.

- C. All teachers shall have a minimum of thirty minutes duty free lunch.
- D. Job descriptions including supplementals shall be provided to all bargaining unit members within thirty (30) days of signing this Agreement.
- E. The Association shall have input on the school calendar through a meeting between the Association President and the Superintendent. All teachers shall receive a copy of the Board adopted calendar.

ARTICLE 32 - TEACHING AND SUPPLEMENTAL CONTRACTS FOR NEW HIRES

Any staff member not previously employed in a certified position by the Marlinton Board of Education and who is hired by the Marlinton Board of Education for a certified position and in addition accepts any of the supplemental contracts shall, for a period of three (3) years, be obligated to perform both the supplemental and the certified contracts in any year in which the Board offers both contracts.

This obligation to perform both contracts may be terminated in writing by mutual agreement of the employee and the Board of Education. Absent this mutual agreement any resignation by the employee of either the certified contract or supplemental contract or contracts will terminate all contracts both supplemental and teaching at the end of the current school term is submitted during the school year, and immediately if submitted at anytime during the summer prior to the beginning of a new school year.

ARTICLE 33 - TUITION FREE EDUCATION FOR CHILDREN OF NON-DISTRICT RESIDENT STAFF

Once a non-resident child of a Marlinton employee is enrolled in the Marlinton Schools, this child may attend the Marlinton Schools as long as he or she exhibits appropriate behavior and the parent remains a full-time employee of the Marlinton Local Schools. Placement of the child

at a particular elementary school shall be strictly at the discretion of the administration.

ARTICLE 34 - TUTORS

A. Specific Limitations - Tutor's rights and benefits under this contract are limited exclusively to those specifically enumerated/identified under this article:

1. Employment Status - Tutors shall be employed on an hourly, as needed basis and shall not be eligible for multi-year limited or continuing contracts unless a continuing contract was obtained by operation of law on or before January 1, 1992.

2. Salary - The terms of a tutor's salary are as follows:

a. "Years of experience" means years of experience in the Marlinton Local Schools as a tutor. For years of experience 700 hours/year constitutes a year of tutoring.

b. Index

Base freeze; one step on index each year; one-time, lump sum of 1% each year of the contract, not on the schedule.

Years of Experience

<u>0 - 2</u>	<u>3 - 5</u>	<u>6 - 8</u>	<u>9 - +</u>
1.000	1.040	1.080	1.120

c. Pay Rate

Amounts

Index

1.000	\$21.85
1.040	\$22.73
1.080	\$23.60
1.120	\$24.48

- d. This pay will be forthcoming for each hour scheduled with students regardless of student attendance and each hour required to attend meetings with administrators, teachers, or parents.
- 3. Insurance - Insurance shall be provided as per Article XIV - Insurance.
- 4. Reduction In Force - If a Reduction in Force occurs in tutoring positions, the procedures in Article XXV shall be used, except that tutors may only displace another tutor.
- 5. Tutors Hired for a Non-Tutor Bargaining Unit Position - If a tutor is subsequently hired to fill a Non-Tutor Bargaining Unit position, the individual will be given credit on the teacher's Salary schedule for any years of tutoring experience that consisted of at least one thousand (1,000) hours in any school year.

However, such prior service shall not count for years of service in attaining a continuing contract (if not already attained by January 1, 1992) or for seniority purposes for Reduction in Force. Seniority for Reduction in Force shall begin to accrue upon transfer to the new position.

- 6. Non-Renewal - Tutors shall be issued one year limited contracts. The evaluation/non-renewal provisions of 3319.11 O.R.C. and 3319.111 O.R.C. shall not apply to tutors except that they must be notified of the non-renewal on or before June 1st and given the reasons in writing by the Superintendent.
- 7. All Articles in the Negotiated Agreement except the following apply to Tutors:

Article 23	Planning Time
Article 25	Reduction in Force
Article 27	Salary
Article 31	Teacher's Day
Article 32	Teaching and Supplemental Contracts for New Hires
Article 35	Vacancies/Transfers

8. Criteria - The criteria used for employment or transfer for tutor may be different than that for teachers or other certificated staff. The Superintendent is solely responsible for the assignment of all staff in the Marlinton Local School District. The Superintendent determines when a vacancy occurs and who shall fill the vacancy.
9. Tutors will be paid, upon proper documentation to the Treasurer, for working an additional fifteen (15) hours per year to complete IEP's and material preparation.

Tutors who are assigned to work and actually work four hours or more per day shall be paid for a 30 minute lunch hour.

ARTICLE 35 - VACANCIES/TRANSFERS

When vacancies occur and are to be filled during the school year, they shall be posted for five (5) days so that present staff may be made aware of the opening and apply for the position before applications are considered.

For any other vacancies that may occur, the following procedures will apply: All job postings in June, July or August will be posted on the District's web site. Each staff member must complete and return to building principal the Transfer Request Form by March 15th of the given school year. Any staff member who has indicated an interest in transfer on this form will be notified in writing of the available positions. Any bargaining unit member displaced from a current position will be contacted first, even if the Transfer Request Form did not indicate a desire for transfer.

The Superintendent is solely and exclusively responsible for the assignment of all staff in the Marlinton Local School District. The Superintendent determines whether a vacancy will be filled and who shall fill the vacancy. No transfers, voluntary or involuntary, will be made until all interested available staff candidates have been screened concerning the vacancy.

A. Vacancy Definition

A vacancy shall be defined as any position in the bargaining unit resulting from:

1. A bargaining unit member leaving employment as a result of a termination, resignation, or death.
2. A bargaining unit member non-renewed.
3. A bargaining unit member transfer to another bargaining unit position.
4. A bargaining unit member assuming a non-bargaining unit position.
5. The creation of a new bargaining unit position.
6. The Board is not obligated to fill vacant positions.

B. Transfer Definitions

A transfer shall be defined as a change in assignment by a bargaining unit member from one bargaining unit position to another.

A voluntary transfer shall be defined as a bargaining unit member initiated reassignment.

An involuntary transfer shall be defined as a Board initiated reassignment of an employee. Prior to an involuntary transfer, the Superintendent will meet with the teacher and explain the reasons for the transfer.

C. Displacement of a Teacher

In the absence of volunteers and if all other factors such as performance and non-classroom assignments are equal, when circumstances necessitate the reduction of a class section at a particular grade level thus requiring the displacement of a teacher at this grade level, the following procedure will be used. Displacement will be determined based upon years of service in the particular building at the particular grade level, with the teacher having the lowest seniority in this particular building and particular grade level being displaced. In the event that teachers being considered for displacement should have equal seniority in a particular building at the particular grade level then the next factor to be considered will be district seniority. This applies only to the displacement of a teacher, not to a reduction in force.

ARTICLE 36 - VISITING SCHOLAR

During the term of this contract, an experimental program may be instituted under the name of visiting scholar program with the following conditions and guidelines.

- A. The course will be offered for one quarter credit of English.
- B. For the purposes of calculating pupil/teacher ratios for state standards the teacher of this course may not be included.
- C. For purposes of compensation, the instructor of this course will be paid an amount not to exceed the daily rate that would be a paid full-time substitute for one semester.

ARTICLE 37 - EFFECTS OF AGREEMENT

- A. This contract shall be effective from July 1, 2013 through and including June 30, 2016.
- B. This Agreement may be amended by mutual agreement of both parties. If any provisions of this Contract conflicts with any federal or state law in a manner in conflict with O.R.C. 4117 now or hereinafter enacted or issued, such provisions shall be inoperative, but the remaining provisions hereof shall remain in effect.
- C. Should any provision become inoperative, either party may request a meeting to be held within ten (10) calendar days to renegotiate such provision.
- D. All other agreements between the parties, if any, are now made null and void by this Agreement.
- E. If during the term of this Agreement, the Board is required by law to negotiate mid-term, then the parties will meet to negotiate within thirty (30) days.

In the event agreement is not reached, the Board is not required to participate in the dispute resolution process prior to Board action on any changes in terms and conditions of employment not contained in the Agreement.

FOR THE BOARD

Cathy L. Kumpke
President

12-19-13
(Date)

David J. [Signature]
Treasurer

12/19/13
(Date)

FOR THE ASSOCIATION

[Signature]
President

12-19-13
(Date)

Kathleen Gordon
Treasurer

12-19-13
(Date)

Jessica A. Phillips

12-19-13
(Date)

Lucinda S. Bowser

12-19-13
(Date)

(Date)

(Date)

APPENDIX A

MARLINGTON LOCAL SCHOOLS
Transfer Request/Letter of Intent

TO: All Certified Teaching Staff

FROM: Superintendent's Office

In an effort to properly prepare for staffing for the upcoming school year, we need to have some idea of your future plans. Please check the appropriate space below that best indicates your intentions for the next year. Please return this form to your building principal by **March 15th**.

Current School Position Assignment _____

_____ I plan to work in the Marlinton Local School District next year.

_____ I do not plan to work in the Marlinton Local School District next year.

_____ I would be interested in going to a part time status.

_____ I would be interested in going to a part time status.

_____ I would like to be considered for reassignment.

Explain: _____

Are you interested in continuing in any current supplemental position you now hold? (i.e. coaching, class advisor, student council)

Yes _____ No _____

If yes, please list the positions:

Are you interested in being considered for any supplemental positions that you do not currently hold? Yes _____ No _____ If yes, please name the position(s): _____

Signature _____ Date _____

APPENDIX B
GRIEVANCE FORM

Grievance # _____ School: _____

Employee: _____ Building: _____

Position: _____ Date filed _____

Immediate Supervisor: _____

Distribution:

___ Superintendent ___ Association ___ Supervisor ___ Grievant

A. Date incident occurred: _____

B. Specific article(s) violated _____

C. Statement of grievance _____

D. Remedy requested: _____

E. Response:
Management _____

F. Response:
Grievant/Association: _____

_____ Date: _____
Signature: Grievant

_____ Date: _____
Signature: Association Rep.