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NEGOTIATED AGREEMENT

between

**MARTINS FERRY CITY SCHOOL DISTRICT
BOARD OF EDUCATION**

and the

**MARTINS FERRY EDUCATION
ASSOCIATION**

September 1, 2020 through August 31, 2021

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THIS AGREEMENT, entered into this _____ day of _____, 2020 by and between the Board of Education of the Martins Ferry City School District, and the Martins Ferry Education Association:

WITNESSETH:

PREAMBLE

The Board of Education of the Martins Ferry School District together with the Martins Ferry Education Association recognize that the development and operation of education programs of the highest quality for the benefit of the students and their communities is a responsibility which requires for its effective discharge cooperation between the Board, the superintendent and administrative staff, and the teaching staff speaking through their designated representatives. Since these groups have the same ultimate aim of providing the best educational opportunity for all pupils, relationships must be established and maintained which are based upon this common interest and the concept of education as a public trust and as a professional calling.

The Board of Education, the superintendent and the administrative staff, and the teaching staff can best attain their common objective and discharge their respective responsibilities if each utilizes the ability, experience and judgment of the other in improving the quality of the educational program.

ARTICLE I – RECOGNITION

1.1 Recognition of Association

The Martins Ferry Board of Education, hereinafter referred to as the Board, recognizes the Martins Ferry Education Association, hereinafter referred to as the Association, affiliated with the Ohio Education Association and the National Education Association, as the exclusive and sole negotiations representative for all full time certificated personnel under regular contract and employed by the district excluding the superintendent, assistant superintendent and other persons excluded by Section 4117.01 ORC. This recognition shall continue in effect so long as the Association paid membership contains more than fifty percent (50%) of the total employees in the negotiating unit.

1.2 Recognition of the Board

The Association recognizes the Board as the locally elected body charged with the establishment of policies for public education in the Martins Ferry School District and as the employer of all certificated personnel of the school systems.

1.3 Recognition of the Superintendent

The Association and Board recognize the superintendent as the Chief Executive Officer and primary professional advisory of the Board and as such, may actively participate in the negotiation process.

ARTICLE II – NEGOTIATION PROCEDURES

2.1 Directing Requests

Requests in writing for negotiation meetings from the Association will be made directly to the superintendent. Requests from the Board will be made in writing to the president of the Association by the superintendent. Requests for meetings shall contain a description of the items for negotiation.

2.2 Negotiation Meetings

An agreement to be reached by the superintendent and the representative of the Association within (5) days of the request as to the time and place of the meeting which shall be held within (15) days after the request has been submitted, unless both parties agree to the extension of time. Further meetings shall be completed within sixty (60) days or by a mutually agreed time. Meetings shall not exceed two hours and shall be held at a time other than the regular school hours. Negotiation meetings shall be in executive session unless mutually agreed by both parties.

2.3 Representation

Representative members of the Board or their designated representatives shall meet with designated representatives of the Association to negotiate in good faith. Representation shall be limited to three (3) representatives each of the Board and the Association. Neither party in any negotiations shall have control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside of the school district. While no final agreement shall be executed without ratification by the Association, the parties mutually pledge that their representatives will be clothed with all necessary powers and authority to make proposals, consider proposals, and make concessions in the course of negotiations.

2.4 Assistance

The parties may call upon professional and lay consultants to assist in all negotiations. The expense of such consultants shall be borne by the party requesting them.

2.5 Information

The Board and superintendent agree to furnish the Association's negotiation committee, upon request, all regularly and routinely prepared information to aid the Association in developing intelligent, accurate, and constructive programs on behalf of the teachers, the students and the educational program.

The Association agrees to furnish all available information in its proposals to the Board's negotiation team to support the development of sound programs for the school district.

2.6 While Negotiations are in Progress

A. Recess

The chair of either group may recess his/her group for independent caucus at any time. Caucuses shall not be longer than thirty (30) minutes unless extended by mutual agreement.

B. Protocol

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

C. Item Agreement

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

D. Schedule of Meetings

Until all negotiations meetings are completed, each meeting shall include a decision on an agreed time and place for the next subsequent meeting.

E. Observers

1. The Association and the Board are each entitled to three (3) observers, in addition to the active negotiating team, at any negotiating meeting. Observers may be changed from meeting to meeting.
2. Observers may serve as recorders or note takers.
3. Observers may not speak during negotiations unless called upon by the official spokesperson of his or her team, but may participate in caucus.
4. Mechanical recording devices may not be used by either side.

F. News Releases During Negotiations

All releases to the news media during negotiations shall be approved by both sides prior to the release.

2.7 Agreement

- A. When tentative agreement is reached between the teams, it shall be submitted to the Martins Ferry Education Association and the Board for approval. Both parties agree to act on approval at the next regular or special meeting, provided the Board shall not act prior to the action by the Martins Ferry Education Association. Following approval by both parties, the agreement shall be signed by both parties. The resulting contract shall be binding on both parties.
- B. The negotiation teams of both parties shall have the power to negotiate without delays and to consult the total membership of their respective groups. While no final agreement shall be executed without ratification by the Association and the Board, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, counter proposals, consider proposals, and make concession in the course of negotiations.

2.8 Disagreement

A. Responsibilities

The parties pledge themselves to negotiate in good faith and in the event of failure to reach agreement, to utilize in good faith such mediatory facilities as are or may be provided.

B. Advisory Panel

In the case of disagreement about the meaning or application of this document or if an agreement is not reached during negotiations, the matter will be submitted to an advisory panel within ten (10) days after the request of either party to the other. The Board will name one member and the Association will name another. A third member who shall be the chair shall be designated by the first two noted members. Members of such an advisory panel shall not be members of the Board of Education or employees of such Board. In case the first two members fail to agree on a third member within ten (10) days after receiving a written request by either party to so act, the American Arbitration Association shall be requested to submit to them a list of seven (7) arbitrators. The selection of the arbitrator shall be according to the voluntary rules of the American Arbitration Association. The advisory panel shall have the authority to hold hearings and to confer with any persons deemed advisable in seeking to effect recommendations for resolving the disagreement. Within fifteen (15) days after receiving the matter(s) under dispute, or by mutually agreed date, the panel shall first report recommendations for settlement to the negotiation teams. The Association shall take action upon the recommendations of the advisory panel within fifteen (15) days after the receipt of said recommendations. The Board shall take action upon the recommendations of the advisory panel at a special or regular meeting conducted not less than fifteen (15) days nor more than thirty (30) days after the receipt of said recommendations.

C. Costs

Each party will pay the expenses of its own representative on the Advisory Panel; however, the expenses of the chair will be shared equally by the Board and the Association.

D. Right to Strike

If the parties do not accept the action of the Advisory Panel, the Association shall have the right to notify the Board within ten (10) days of the expiration date of the contract that the Association will have the right to strike in accordance with the Ohio Revised Code 4117.

2.9 Rights of the Individuals

Nothing in this Document shall prohibit any certified employee from presenting his or her views to the superintendent. Negotiations, however, shall be conducted according to this Document.

2.10 Provisions Contrary to Law

In the event there is a conflict between a provision of this Agreement and any applicable state or federal law, or valid rule or regulations adopted by a federal agency or a state agency pursuant thereto, the applicable state or federal law or valid rule or regulation adopted by the federal or state agency shall prevail as to that provision. All other provisions of this Agreement which are not in conflict with any applicable state or federal law, or valid rule or regulation adopted by a federal agency or a state agency pursuant thereto, shall, continue in full force and effect in accordance with their terms.

If, during the term of this Agreement, there is a change in any applicable state or federal law, or valid rule or regulation adopted by a federal agency or state agency pursuant thereto, which would invalidate any provision of this Agreement, the parties shall meet to negotiate any necessary change in the Agreement relative to the affected provision.

If, during the term of this agreement, there is a change in any applicable state or federal law, or valid rule or regulation adopted by a federal agency or state agency pursuant thereto, which requires the Board of Education to develop policies that affect the terms, conditions of employment, or working conditions, then the parties will meet to negotiate the additional term, or condition of employment, or working condition.

Professional negotiations require that the Association and the Board will be willing to react to each other's proposals. If a proposal is unacceptable to one of the parties, that party is obligated to give its reasons and counter proposals. Both parties should recognize that negotiations is a shared process.

ARTICLE III – GRIEVANCE PROCEDURE

3.1 Definitions

- A. A "grievance" is an alleged violation, misinterpretation, or misapplication of this agreement.
- B. The grievant or aggrieved. The term "grievant" or "aggrieved" shall include any member of the bargaining unit, any group of members acting as a class, or the bargaining agent itself acting on behalf of itself or for any member or group of members. A grievance shall have arisen out of identical circumstances affecting each member of the group.
- C. Days. "Days" as used in this procedure shall be working days exclusive of all holidays and vacation periods recognized in the school calendar. During the summer break, such "days" shall mean week days (Monday through Friday) excluding legal holidays.

- D. Representative or Representation. “Representative” or “Representation” as provided for in this section, except for Step 1, shall be: any member of the bargaining agent chosen by the aggrieved, legal counsel of the aggrieved, or any other person of the aggrieved’s choosing. At Step 1, a grievant may be accompanied by one person of his/her choosing provided such person is a full-time employee of the District.

3.2 Rights of the Grievant

- A. A grievant may appear on his/her own behalf or may be represented at any and all steps of the Grievance Procedure, excepting Step 1 by the bargaining agent, or by counsel, or by any other person of the aggrieved’s choice.
- B. A grievant shall have the right to present a claim in accordance with the procedure described herein, free from interference, coercion, restraint, discrimination, or reprisal.
- C. The grievant shall not be denied his/her legal rights under law; provided however, upon filing a complaint by the grievant or on the grievant’s behalf, in any court of competent jurisdiction demanding relief upon a matter which is the subject of a pending grievance such filing shall be deemed a waiver of the rights granted herein and the grievance shall be dismissed.
- D. No grievance may be submitted to arbitration without the consent of the bargaining agent.
- E. If a grievance appears to arise from the actions of an authority higher than the immediate supervisor and/or affects a group of members or the bargaining agent, it may be submitted at Step II described herein.
- F. Any grievance not settled at an informal level shall be reduced to writing, shall state such relief sought, and the specific section or sections of the agreement violated, misinterpreted or misapplied.
- G. A grievant shall not be placed in jeopardy or be subject for reprisal or discrimination for having followed or utilized the Grievance Procedure.
- H. Copies of the documents pertaining to a grievance which has been filed shall be placed only in the confidential files of the Superintendent’s office and president of the Association. The treasurer shall make these available only to members of the Board, the Superintendent, and/or by Court Order. All proceedings except the disposition shall be destroyed after seven (7) years and the material contained in the final disposition shall be destroyed after ten (10) years.

- I. Time Limit. Time limits specified herein are considered maximum; however, they may be extended by written agreement of the parties. Failure at any step of this procedure to communicate the disposition of a grievance within the time limits provided shall grant the relief sought. Lack of adherence to time limits by grievant shall bar the grievance and act as a waiver of grievant's rights to proceed.
- J. The Aggrieved, irrespective of the step at which grievance is entered, shall be granted a minimum of fifteen (15) days in which to make the first filing.

3.3 Procedural Steps

- A. Informal Step – If a grievant believes there is a basis for an eligible grievance, the grievant must first discuss the matter with an immediate supervisor in an effort to resolve the problem informally unless both parties agree in writing to waive this step. Such discussion must take place within fifteen (15) days after the alleged grievance occurs. The immediate supervisor shall provide the aggrieved with an answer within five (5) days of the informal discussion.
- B. Step I – If the informal discussion does not resolve the grievance to the satisfaction of the employee, such employee shall have the right to lodge a formal claim to his/her immediate supervisor by submitting a completed Grievance Report Form. If such Grievance Report is not filed within seven (7) days of the receipt of the answer from the immediate supervisor, the grievance shall no longer exist, having been waived by the grievant. Within seven (7) days of receipt of the grievance, the immediate supervisor shall meet with the aggrieved, in an effort to resolve the matter. The immediate supervisor shall indicate his/her disposition of the grievance within seven (7) days after such meeting by completing the report form and returning it to the aggrieved, the bargaining agent, and the superintendent. If such disposition is not timely filed, the grievance shall be sustained.
- C. Step II – If the action taken by the immediate supervisor does not resolve the problem to the satisfaction of the employee, such employee may appeal in writing to the superintendent. Failure to file such appeal within seven (7) days from receipt of the written notice of the immediate supervisor's action on said problem shall be deemed a waiver of not only the right to appeal, but also the grievance. A hearing shall be conducted by the superintendent within seven (7) days after the receipt for a hearing before the superintendent. A request for a hearing with the superintendent must be made, in writing, at the time the grievance is filed with the superintendent. The aggrieved employee shall be advised in writing of the time, place and date of such hearing. The superintendent shall take action on the appeal of the grievance within seven (7) days after receipt of the appeal if no hearing is requested. If an oral hearing is requested, the superintendent shall take action on the appeal not later than seven (7) working days after the conclusion of the hearing. The action taken and the reasons for the action shall be reduced to writing and copies sent to the employee, the immediate supervisor and the president of the Association.

- D. Step III – If the aggrieved is not satisfied with the disposition of the grievance before the superintendent, he/she may within seven (7) days submit the grievance to Step III – The Board of Education. If the grievance is not lodged within seven (7) days following the superintendent’s decision at Step II, the grievance shall no longer exist, having been waived by the grievant. The Board shall, at their next regular or special Board meeting, conduct a hearing in executive session. The Board shall render its decision in writing within seven (7) days of the hearing. If said decision is not timely filed, the grievance shall be sustained.
- E. Step IV – If the aggrieved is not satisfied with the disposition of the grievance before the superintendent, he/she may within seven (7) days submit the grievance to arbitration by the American Arbitration Association whose rules and regulations shall likewise govern the proceeding. The arbitrator may not add to, alter, or delete from the terms of the negotiated items. The arbitrator shall have all power and remedies within lawful ~~statutes~~ ~~statues~~ to render a binding award to the parties. In case where the arbitrability of an issue is questioned, the matter or arbitrability shall be ruled upon by the arbitrator in an expedited fashion prior to the ruling by the arbitrator on the merits of the issue. The cost for services of the arbitrator shall be borne equally by the Board of Education and the bargaining agent.

MARTINS FERRY CITY SCHOOL DISTRICT

GRIEVANCE REPORT**

**COPIES OF THIS GRIEVANCE FORM MUST BE SUBMITTED TO THE PRESIDENT OF THE MARTINS FERRY EDUCATION ASSOCIATION AND TO THE SUPERINTENDENT OF SCHOOLS.

Name of the Grievant _____

Building _____

Assignment _____

Date Filed _____

Date cause of grievance occurred _____

Statement of grievance _____

What article of the Contract has been violated, misapplied, or misinterpreted? _____

Relief sought _____

INFORMAL STEP

Date discussion with the immediate supervisor took place _____

Decision by grievant and immediate supervisor to waive the Informal Step:

Grievant

Immediate Supervisor

Date: _____

Disposition of Immediate Supervisor _____

Date: _____

STEP I

Date Submitted to immediate supervisor _____

Date meeting with grievant and representative (if requested): _____

Disposition of Immediate Supervisor: _____

Signature: _____

Date: _____

Grievant and/or Association Position: _____

STEP II

Date received by superintendent: _____

(Note: A request for a hearing with the superintendent must be made, in writing, at the time the grievance is filed with the superintendent.)

Date of hearing: _____

Disposition of the superintendent: _____

Signature: _____

Date: _____
(If hearing was NOT requested)

Date: _____
(If hearing was requested)

Grievant and/or Association Position: _____

Signature: _____

Date: _____

STEP III

Date received by Board of Education: _____

Disposition by the Board of Education: _____

Signature: _____ Date: _____

Grievant and/or Association Position: _____

(Note: No grievance may be submitted to arbitration without the consent of the bargaining agent.)

BARGAINING AGENT'S CONSENT TO SUBMIT GRIEVANCE TO ARBITRATION

Signature of Bargaining Agent

Date

STEP IV

Date of request for Arbitration: _____

Date of Arbitration hearing: _____

Arbitrator's recommendations: _____

Signature: _____

Date: _____

ARTICLE IV – ASSOCIATION RIGHTS

4.1 Use of the Classroom

The President of the Association, or his/her designated representative, may be allowed to use school buildings to conduct meetings provided that such use does not interfere with or interrupt normal school operations, and provided that building utilization procedures are followed.

4.2 Association Business

The president of the Association, or his/her designated representative, may transact official business on school property provided that it does not interfere with or interrupt teachers during class or normal school operations.

4.3 Use of School Fund

Association representatives may use school equipment normally used by members of the bargaining unit provided that such use does not interfere with or interrupt normal school operations. Other equipment may be used with the approval of the administrator responsible for such equipment. The Association and the Association representative shall be responsible for any damages caused to the equipment while in their possession. The use of school equipment shall be in accordance with the appropriate building procedures. The Association shall reimburse the Board for the cost of any supplies it uses.

4.4 Indemnification

The Association agrees to be responsible and to indemnify the Board and all its employees for any damages or injuries caused by or during Association use of Board property or equipment.

4.5 Bulletin Boards

The Association may use designated bulletin board space in every school building to post and remove notices of Association activities and matters of concern. Association representatives shall have access to such designated bulletin board space and the right to post and remove notices of Association activities and matters of concern on such boards.

4.6 Mailing System

Association representatives shall have the right to use the school district's mailing system and the school district's email system in transmitting materials, provided the Board continues to use such a system. The elected officials of the Association shall be responsible for all materials as to quantity and content.

4.7 Board Agenda

The Association president or his/her designee shall be notified of the time, date, and place of all Board meetings and shall receive a copy of the agenda for each Board meeting with or as soon as possible after such notification. A copy of the agenda of each Board meeting shall be given to the Association at the same time as it is given to the news media.

4.8 Association Time

At the conclusion of building staff meetings and district wide staff meetings, Association representatives may make announcements pertaining to Association business. Upon the request of the Association president to the superintendent, the Association president or his/her designee may address the staff at the first district staff meeting of each school year.

4.9 Directory

The Association president shall be provided with ten (10) copies of the district's staff directory at the time they are normally distributed each school year.

4.10 Information Provided Association

The Association president or his/her designee shall have provided copies of the following information/data:

- A. A complete copy of the Board's Official Annual Appropriations Resolution when adopted by the Board (both temporary and permanent).
- B. A copy of the Official Certificate of Estimated Resources and any amendments thereto when received by the Board's treasurer.
- C. A copy of the Official July Budget when adopted by the Board.
- D. A complete copy of the treasurer's December Financial Report as presented to the Board.
- E. A copy of training and experience grids for bargaining unit members paid from the regular teachers' salary schedule. Numbers only will be furnished.
- F. Available information on contract status of bargaining unit members as of January 1.
- G. Prior to and in preparation for negotiations, the treasurer shall provide to the Association a copy of the latest monthly financial information.

4.11 Payroll Deduction

Unit members may authorize the treasurer to make payroll deductions for membership dues, initiation fees, and assessments of the Association in keeping with the following provisions:

- A. The Association will submit a written authorization signed by the unit member for payroll deduction on a form provided by the Association to the Board's treasurer on or before October 1 of any year the unit member begins payroll deduction under this section. Payroll deduction of dues, fees, and assessments will be continuous from year to year until the Board is notified by the Association to cease deductions. In the event a refund is due a unit member, it shall be the responsibility of the Association to make such refunds. The Association shall indemnify and hold the Board harmless from all claims of excessive or improper dues deductions.
- B. The deductions shall be made in twenty-four (24) equal installments (small variance first month acceptable) beginning in the month of October and ending in the month of August.

All money so deducted shall be remitted once monthly to the treasurer of the recognized organization.

- C. If a unit member's employment ends, or if he/she goes on an unpaid status before all deductions have been made, the unpaid balance will be deducted from his/her final payroll check to the extent the final payroll check is sufficient to cover the unpaid balance. If a unit member revokes his/her authorization before all deductions have been made, the unpaid balance will be deducted from his/her payroll check after the Board's treasurer receives notification of such revocation.
- D. Following completion of each deduction, the Board's treasurer shall remit the amount which was deducted to the Association treasurer in check form made payable to the "Martins Ferry Education Association". A list of the unit members for whom the deductions were made will be included with the first check from the treasurer of the Board.
- E. The Association shall provide the Board's treasurer a list of those members who have authorized payroll deduction, the amount to be deducted for each unit member, and any new authorization forms received by the Association. This shall be done no later than October 1 of each year.
- F. The Association will promptly transmit authorization from employees hired after October 1 to the Board's treasurer who shall attempt to begin deductions with the next payroll, but in no case will deductions begin later than the second payroll after the Board's treasurer receives the authorization form. The total amount to be deducted will be equally divided by the number of pay periods the individual unit member has remaining in his/her pay plan for that contractual year. Current

employees submitting new authorization must do so no later than October 1 each year.

4.12 No Reprisal Clause

There shall be no reprisal of any kind taken against any teacher by reason of his/her membership in the Association or participation in any of its activities.

4.13 Guaranteed Leave for Association Conferences, Conventions, and Work

The Board may authorize up to three (3) representatives of the Association a maximum of two (2) days of absence each without a loss of pay per year (September 1st through August 31st) to serve on programs or in official representative capacity at Association meetings, conferences or conventions. To be valid, a request for use of such leave must be submitted by the president of the Association to the superintendent or designee, at least thirty (30) days in advance. The Board shall not be responsible for any expense other than that of a substitute teacher, if required.

4.14 Contractual Guarantee of Rights Under Law

Nothing contained herein shall be construed to restrict or deny to any professional staff member rights they may have under law.

4.15 Fair Share Fee

All the provisions of Section 4.15 Fair Share Fee of Article IV in this agreement shall be suspended until such time as a court or legislative body of competent jurisdiction make these provisions legal again.

A. Payroll Deduction of Fair Share Fee

The Board shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the Association, a fair share fee for the Association's representations of such non-members during the term of this contract. No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Association's work in the realm of collective bargaining.

B. Notification of the Amount of Fair Share Fee

Notice of the amount of the annual fair share fee, which shall not exceed 100% of the unified dues of the Association, shall be transmitted by the Association to the treasurer of the Board on or about September 15 of each year during the term of this contract for the purposes of determining amounts to be payroll-deducted, and the Board agrees to promptly transmit all amounts deducted to the Association.

C. Schedule of Fair Share Deductions

1. All Fair Share Payers

Payroll deductions of such fair share fees shall begin at the second payroll period in January except that no fair share fee deductions shall be made for newly-employed bargaining unit members until after sixty (60) days which period shall be required probationary period of newly-employed bargaining unit members.

2. Termination of Membership During the Membership Year

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

D. Transmittal of Deductions

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

E. Procedure for Rebate

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

F. Entitlement to Rebate

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

G. Religious Exemption

Any exemptions made to this procedure because of a bonafide religious belief shall be made pursuant to Ohio Revised Code 4117.09(c).

H. Indemnification of Employer

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

1. The Board shall give a ten (10) day written notice of any claim made or action filed against the employer by a non-member for which indemnification may be claimed.
2. The Association shall reserve the right to designate counsel to represent and defend the employer;
3. The Board agrees to (1) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding, (2) permit the Association or its affiliates' application to file briefs amicus curiae in the action;
4. The Board acted in good faith compliance with the fair share provision of this Agreement; however, there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to court order) or misapplies such fair share provision herein.

ARTICLE V – FAIR TREATMENT

- 5.1 No teacher shall be terminated or disciplined in any manner except for just cause.
- 5.2 The Board shall establish and promulgate to the Association a set of reasonable rules and regulations to help govern day to day conduct and work relations of all teachers. These rules will be uniformly, fairly, and equitably administered; and depending on the seriousness of the documented offense the following disciplinary action may be applied and shall become a part of the teacher's personnel file:
 - A. Verbal reprimand from the immediate supervisor.
 - B. Written reprimand from the immediate supervisor.
 - C. Involuntary transfer.
 - D. Termination of contract.

(The term "termination" shall be synonymous with "non-renewal".)
- 5.3 Any teacher receiving disciplinary action under the aforementioned guidelines will also receive written notification of the same.

5.4 Employee discipline may begin at any step depending on the severity of the infraction.

5.5 Contract Nonrenewal for Probationary Teachers

Nonrenewal of limited contract teachers who have been employed for fewer than three (3) years and who were employed by the Board on or after July 1, 2020, shall be notified by the Superintendent by May 15 that they will not be recommended to the Board for rehiring for the next school year. Such teachers whose contracts are not renewed shall receive written notice from the Board on or before June 1.

5.6 Nonrenewal of Other Teachers

Nonrenewal of all other teachers not covered by Section 5.5 above shall be in accordance with O.R.C. §3319.11.

5.7 Nondiscrimination

The Board and the Association agree that they will not discriminate against any employee because of race, creed, color, national origin or ancestry, age, sex, and handicapping condition. The Board also agrees that it will not discriminate against employees because of their membership in the Association or participation in Union activities.

ARTICLE VI – NOTICE OF VACANCIES

6.1 A vacancy is defined as existing when a person resigns, retires, is non-renewed, terminated, involuntarily transferred, or fails to maintain the proper license or when a position is newly created in the District.

6.2 Written notice of all vacancies, including special assignments, shall be made to the teaching staff in order that all persons interested and presently employed may apply.

6.3 The vacancy shall not be filled until the notice has been posted for two (2) weeks except in an emergency. The notice shall contain the last day for acceptance of application. If applications are not received within the posted two (2) week period, the superintendent may assign at his discretion.

6.4 Vacancies may first be filled within the building by the principal by reassigning staff. All remaining vacancies to be filled by certified staff including promotions are extra-duty positions shall be posted in the office of each building, on the District's website, and to the staff email system. Each posting shall include the following:

(a) Position(s) available, including grade level(s)

(b) Building where vacancy exists

- (c) Certification/licensure and requirements for vacancy required by the State Department of Education
 - (d) Deadline for application (last day for bidding)
 - (e) Effective starting date
- 6.5 Bids must be submitted in writing by either hand delivery or by certified mail.
- 6.6 If more than one teacher has applied for the same position, the teacher best qualified for that position shall be given the most consideration. Qualifications being equal, seniority in the vacant teaching field within the school system shall control. Notwithstanding anything herein to the contrary, the terms hereof shall not in any way restrict the right of the Board to employ whomever it chooses for the positions excluded from the bargaining unit under Article I of this Agreement.
- 6.7 Members of the bargaining unit who qualify and have bid on a vacancy shall be notified in writing of the administration's filling the vacancy within five (5) days from when the Board action was taken.
- 6.8 The Superintendent of Schools, after following the above provisions shall have the final authority to assign teachers and other employees under his/her supervision.

ARTICLE VII – VOLUNTARY TRANSFERS AND REASSIGNMENTS

- 7.1 Those teachers requesting a transfer and/or reassignment will specify the building, grade level, or subject area, in writing. When vacancies meeting the specific request are available, the teacher requesting the change will be notified.
- 7.2 Each teacher requesting a transfer and/or reassignment will be given the opportunity to discuss vacancies with the superintendent.
- 7.3 Elementary and secondary teachers requesting transfer and/or reassignment will be given the opportunity to meet with the principal at the building where there are vacancies. Teachers requesting reassignment will be considered first before those requesting transfer. If two teachers request the same reassignment or transfer and if qualifications are the same, the most senior teacher will be given first consideration on the reassignment or transfer.
- 7.4 Consultation with the teachers directly involved is encouraged.
- 7.5 When vacancies occur within the district, qualified staff members currently in the district's employ will be considered before outside applicants.
- 7.6 The final decision on transfer and reassignment will be made by the superintendent.

- 7.7 For the purposes of this article, a transfer is when an employee moves from one building to another building within the district. A reassignment is when an employee moves in the elementary from one grade level to another, or in the secondary, from one teaching area (certificate endorsement areas) to another (e.g., foreign language to social studies).

ARTICLE VIII – INVOLUNTARY TRANSFERS AND REASSIGNMENTS

- 8.1 When an involuntary transfer or reassignment is necessary, the initial notification shall be made during a personal conference between the teacher and one principal.
- 8.2 Notification in writing stating the reason for the transfer or reassignment shall be made to the person being transferred or reassigned within seven (7) calendar days after the personal conference.
- 8.3 Staffing needs will be published during the school year as soon as they are known to enable the most suitable staff to be identified and assigned.
- 8.4 When transfer/reassignment is necessitated by reduction in enrollment or signups, the teachers at the grade level or department will participate in discussing the transfer/reassignment with the principal. If an agreement cannot be reached on a volunteer transfer, the transfer/reassignment will be made on the basis of certification, education qualifications, and seniority. If agreement is not reached on transfer/reassignment, the Superintendent of Schools will make the transfer/reassignment.
- 8.5 Notification of the transfer/reassignment will be made to the teacher by August 1st. Any transfer/reassignment after that time shall be with the consent of the teachers.
- 8.6 Final decision in transfer or reassignment will be made by the superintendent.
- 8.7 For the purposes of this article, a transfer is when an employee moves from one building to another building within the district. A reassignment is when an employee moves in the elementary from one grade level to another, or in the secondary, from one teaching area (certificate endorsement area) to another (e.g., foreign language to social studies).

ARTICLE IX – REDUCTION IN STAFF

- 9.1 Any reduction in force should be made if possible through attrition resulting from resignations or retirement. If further reductions are considered necessary, the Board may suspend the contract of teachers with limited contracts according to ORC Section 3319.17.

- 9.2 Before the Board makes any suspensions due to reduction in staff, it must inform the MFEA and affected employee at least five (5) working days prior to any action taken. Such notice will be in writing and include the specific positions to be affected, proposed time schedule, and reasons for the action. If requested, the Board will enter into discussions with the Association regarding the need for, implementation, and impact of the proposed RIF.
- 9.3 Teachers with contracts that are suspended because of reduction in force, are to be selected for suspension on the basis of seniority on all lists within certification areas. Every teacher's name shall appear in order of seniority on all lists for his or her area(s) of certification. Some teachers are certificated in several areas therefore, their names will appear on several different lists. A teacher selected for possible RIF may select to displace a fellow teacher who holds a lower position on a seniority list for another area of certification.
- 9.4 Seniority is based on the length of continuous service to the school system which is not to be affected by authorized leaves of absence. Teachers who resign and then are re-employed begin accumulating seniority days at the time of their re-employment.
- 9.5 In cases where two or more teachers have joined the system at the same time, their names are arranged on the seniority lists based on the school board meeting at which they were hired. Further ties will be broken by random drawing.
- 9.6 Names of teachers who are suspended due to a reduction in force are placed on a Reduction in Force (RIF) List based on seniority and certification. Names of teachers suspended for other reasons will not appear on the RIF List. When there is an opening, the teacher with the most seniority among those certificated for the position is automatically rehired by the Board at the same seniority, salary and fringe benefits as he or she would have received if a reduction in force had not taken place. No new teachers may be hired by the school system for any position as long as there is a teacher certificated for the position on the RIF List.
- 9.7 If an opening occurs, the Board must send a certified letter to the teacher's last known address to inform the teacher of his or her opportunity to be re-employed. It is the teacher's responsibility to keep the Board informed of his or her whereabouts. The teacher has fifteen (15) days from the time the letter was sent to reply.
- 9.8 When a teacher is suspended because of a reduction in force, the teacher's name will remain on the RIF List for a period of twenty-four (24) months. The twenty-four (24) months shall be from September 1. Any teacher who accepts a full-time teaching job with another school district for a period of a year or more will automatically be removed from the RIF List.
- 9.9 The list must be available to MFEA at all times.

ARTICLE X – CALENDAR

10.1 The school calendar shall consist of the following:

High School: 1,086 hours
Middle School: 1,074 hours
Elementary School: 999.5 hours

10.2 The parent-teacher conference days may consist of four (4) ½ days or two (2) full days.

10.3 The school calendar will also include two (2) teachers' in-service days and one (1) teacher work day.

10.4 The school calendar for teachers shall consist of 184 days.

10.5 A three-hour evening session (Example: 5:30 to 8:30) will be held followed by a 2 ½ hour conference (3:00 to 5:30) the following week. The actual dates for the two conferences will be determined by the Calendar Committee and superintendent.

10.6 Calendar Committee

A committee of building representatives and/or officers will discuss the calendar with the superintendent in January for the following year. The calendar agreed to will be presented to the Board for adoption.

ARTICLE XI – TEACHERS' LIMITED CONTRACTS-DURATION

11.1 All certified/licensed employees, who do not qualify for a continuing contract, shall receive limited contracts in the following order:

1st contract – limited contract for one (1) year.
2nd contract – limited contract for one (1) year.
3rd contract – limited contract for one (1) year.
4th contract – limited contract for two (2) years.
5th contract – limited contract for three (3) years.

Every contract thereafter shall be for three (3) years until continuing status has been attained.

11.2 The issuance of contracts will remain the decision of the Board based on the recommendation from the superintendent. The requirement of a multi-year contract may be waived for a period of one (1) year when professional improvement is needed as indicated through the evaluation procedure. If waived, the next contract offered to such employee shall be in accordance with the normal pattern of contract issuance or non-renewal.

- 11.3 A teacher becoming eligible for a continuing contract during the term of a limited contract shall be considered for continuing contract status upon meeting all eligibility requirements of the Ohio Revised Code and the terms of this Agreement when the next regular annual issuance of contracts is made.

**ARTICLE XII – ELEMENTARY MUSIC, ART, PHYSICAL EDUCATION,
AND TUITION**

- 12.1 The Board of Education agrees to employ sufficient qualified personnel so that each elementary student shall have at least one (1) class period per week of music, art, and physical education under the supervision of these specialists.
- 12.2 The regular classroom teacher shall be given planning time, free from other activities, while his or her class is under the supervision of these specialists. If possible, the specialists shall also receive planning time as regular classroom teachers.
- 12.3 In the event that regular or special teachers are absent, the building principal will make every effort to secure a substitute.
- 12.4 Teachers are to be discouraged from keeping students out of any specialist class for reasons of punishment or make-up work. Prior to any such removal, the teacher must consult with the specialist teacher. Should they not be able to mutually agree upon the removal, the final decision shall be made by the building principal.
- 12.5 If there is an activity outside the regular curriculum as described in the curriculum guide, teachers will have an opportunity to express their professional opinion on this activity.
- 12.6 Children of employees who reside outside the district boundaries shall not be required to pay tuition in order to attend Martins Ferry Schools.

ARTICLE XIII – LEAVE PROVISIONS

- 13.1 Sick Leave
- A. Sick leave credit shall accumulate at the rate of 1 ¼ days per month and at a maximum of fifteen (15) days per year.
- B. Each teacher’s sick leave accumulation shall be a total maximum accumulation of 270 days.
- C. Each first-year teacher with no prior experience in the public section shall be granted a minimum of five (5) days sick leave upon employment by the Board.

- D. Any teacher transferring to the employ of the Board shall be credited with the unused balance of his/her accumulated sick leave upon verification of such accumulation from the proper public agency.
- E. A teacher may at his/her discretion use sick leave for absences due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to other employees or children, and absence due to illness or death in the immediate family in excess of the days allowed for in Section IX – Death and Burial of Member of Family.
- F. Immediate family for purposes of this policy shall include spouse, children, father, mother, brother, sister, in-laws, grandparents, grandchildren, legal guardian or any other persons who live in the immediate household and derive their major support from the employee of the Board and if there is no one else available and is the sole responsibility of the employee.
- G. Teachers granted such leave shall be replaced by a substitute teacher when possible.
- H. Such leave as provided in this policy shall be extended upon recommendation of the superintendent according to Section 3319.08 of the Ohio Revised Code.
- I. The treasurer of the board shall notify all employees as to their total accumulation of sick leave with each paycheck.
- J. Any teacher who misses five (5) consecutive sick days will be required to present the district with a doctor’s excuse unless the teacher is on approved maternity or FMLA leave. A doctor’s excuse for absences may not exceed thirty (30) days. After thirty (30) days a new excuse shall be required, and the Board may require the employee to be examined by an independent doctor from a list of five (5) doctors compiled in cooperation with the Association. If the independent doctor clears the employee to return to work, then further sick leave will not be authorized by the Board of Education. In such instance, an employee choosing to continue leave will be considered on an unpaid leave of absence.
- K. Leave Incentive
 - 1. Each employee will be granted a leave incentive stipend based on the following:

i.	First Semester	0 days missed	\$75.00
ii.	Second Semester	0 days missed	\$75.00
 - 2. This provision does not apply to absences due to: Professional leaves as approved by the Superintendent; Association leave; Bereavement leave; court leave when under subpoena; and court leave when summoned for jury duty.

L. Sick Leave Donation Program

- (a) The Martins Ferry School District Board of Education and the Martins Ferry Education Association shall establish a Sick Leave Donation Program. The Sick Leave Donation Program shall remain in effect for the duration of this Agreement and shall be governed by the following procedures.
- (b) To qualify for Sick Leave Donation Program, an employee must have experienced a personal catastrophic or chronic illness or injury or a member of the employee's immediate family must have experienced a catastrophic or chronic illness or injury. The employee must have depleted his/her accumulated leave(s) and used possible advances of sick leave days under this Agreement, and additional days are still needed. The term "catastrophic illness or injury" shall include only those illnesses or injuries that are calamitous in nature constituting a great misfortune or are chronic or long term.
- (c) Requests for use of Sick Leave Donation Program will be considered on a case by case basis by the Sick Leave Donation Committee. The Sick Leave Donation Committee will consist of five (5) Martins Ferry Education Association members appointed by the Association President and two (2) Administrative members appointed by the Superintendent. The Sick Leave Donation Committee shall develop a FAQ sheet to explain the Sick Leave Donation Program and will make a determination on the following criteria:
 - i. The employee must have experienced a personal catastrophic or chronic illness or injury or a member of the employee's immediate family must have experienced a catastrophic or chronic illness or injury as defined in this section that has exhausted or will exhaust the employee's sick leave. If so, the Committee will send out a notice to all employees notifying them of the need for donated days. Immediate family for this policy will be defined as: spouse, domestic partner, mother, father, children, brother, sister, mother-in-law, father-in-law, grandchildren and other persons who stand in the place of the above enumerated individuals.
 - ii. Employees requesting consideration for the Sick Leave Donation Program must complete the request on the proper form (See Appendices) and submit one copy to the Superintendent and one copy to the Association President.
 - iii. All sick leave balances must be exhausted before an application would be granted. Sick leave donations may not be used to defer application for or receipt of disability retirement benefits.

- iv. The total use of the Sick Leave Donation Program shall not exceed the current school year.
 - v. All requests will be subject to the responses of the employees who wish to make donations to an individual approved by the Committee.
 - vi. All donations of sick leave by employees will remain confidential and should be submitted to the Committee on the proper form. Included on the form shall be a signed statement by the employee donating days, authorizing the Board Treasurer to transfer the days. (See Appendices)
 - vii. Activation of the Sick Leave Donation Program shall be made by a vote of each committee member. The rule of simple majority will be used to determine if the request is granted. All voting will be done by secret ballot.
 - viii. An employee may request donations more than once in any school year for the same illness, as needed, and as approved by the Sick Leave Donation Committee per school year regardless of the number of requests. The maximum number of days per request shall be thirty (30). After thirty (30) days have been exhausted, the employee may submit an additional request. The sick leave committee may consider all additional requests.
- (d) An employee may apply to the Committee for withdrawal in advance of the depletion of his/her accumulated sick leave, to be granted, if needed, upon such depletion.
 - (e) Withdrawals shall be in full or half day units.
 - (f) All applications for withdrawals shall be in writing, shall be verified by the Committee, and may be submitted on behalf of ~~an~~ the employee by another person when necessary because of the incapacity of the employee.
 - (g) A doctor's statement may be required with the application in order for the application to be considered. Additional information may be requested by the Committee.
 - (h) Employees who have a minimum of thirty (30) days accrued of unused sick leave days at the time the donation request is made may donate up to five (5) days of sick leave per each request for donation up to a maximum of ten (10) donated days per school year. Employees donating sick leave shall notify the Committee of their donation by submitting a donation form (See Appendix B) to the Committee. Those days contributed will be deducted

from the sick leave totals of the donor employees and will not count for purposes of Article XIV, Section K, Leave Incentive.

- (i) The donation of sick leave days by employees is strictly voluntary. The Committee is not responsible to provide sick leave days if none are donated.
- (j) Neither the name of the employee requesting the donation of sick leave days nor the names of the employees donating sick leave days shall be disclosed to anyone other than the Committee representatives or those member(s) of the Treasurer's staff who administer the crediting and debiting of sick leave days pursuant to the donation procedure.
- (k) Donated sick leave days cannot be used beyond the school year in which the request is made or beyond the term of the contract under which the requesting employee is employed.
- (l) No bank, fund, or carryover balance of donated sick leave days shall be created as a result of the implementation of this section. The Treasurer or his/her staff will only deduct the number of requested and used days up to a maximum of thirty (30) days from those employees who have responded to the donation request.
- (m) The Committee shall establish procedures and forms for the recording, reporting, and accounting of Sick Leave Donation Program transactions and shall establish any other procedures necessary for the proper implementation of the Sick Leave Donation Program.
- (n) Applications for the Sick Leave Donation Program may be obtained from the Board office.
- (o) Decisions by the Committee are not subject to the Grievance Procedure of this Agreement and shall be unappealable. All decisions of the Sick Leave Donation Committee are final and are neither grievable nor arbitrable. The Association will defend and hold the Board and the Treasurer harmless against claims by a member against the Board relating to the Sick Leave Donation Committee's administration of the Sick Leave Donation Program.
- (p) The Sick Leave Donation Program shall notify the Treasurer of the Board, in writing, of the number of days to be deducted/credited and from whom they are to be deducted/credited, within three (3) business days of the transaction in the Sick Leave Donation Program. The Treasurer may rely on the accuracy of the information provided by the Sick Leave Donation Committee and shall not be required to modify or reverse a member's compensation or sick leave accumulation, or otherwise be liable to a member of the Association for acts or omissions based on erroneous or untimely information.

- (q) The Committee will meet once per year by October 1st to annually review its guidelines.
 - (r) Any certified employee that is not a retire/rehire employee is eligible to submit an application to the Sick Leave Donation Committee.
- M. All leave request(s) must be submitted/processed into the Kiosk no later than two (2) days upon the staff member's return to work.

13.2 Maternity Disability

A. Leave Rights:

Professional female staff members may use sick leave for absence due to disability caused or contributed to by pregnancy, miscarriage, child-birth and recovery therefrom (hereafter collectively referred to as pregnancy). Professional staff members for whom sufficient sick leave is not available shall be entitled to unpaid leave of absence.

B. Application for Leave:

Application for leave of absence due to disability caused or contributed to by pregnancy shall be in writing, shall contain a statement of the beginning date of the period of absence, and shall contain a statement of the ending date of the period of absence. The Board shall be given at least two (2) months notice of beginning of such leave, except in medical emergencies. As a guideline, the period of disability will be two (2) weeks prior to the date of delivery and four (4) weeks after the termination of the pregnancy. Upon written certification by the attending physician that such teacher is unable to perform her assigned duties, such leave shall be adjusted for such period as required.

C. Board Initiated Leave:

If in the opinion of the Board, a professional staff member becomes in fact disabled from performing assigned duties due to pregnancy prior to the time specified in the application for leave, such professional staff member shall be reassigned to other duties or placed on involuntary leave of absence.

D. Rights While on Leave:

Professional staff members on leave due to disability caused or contributed to by pregnancy shall be entitled to use sick leave at the statutory rate; shall be recognized as full-time professional staff and treated as such for all fringe benefits purposes and the Board shall continue to make all contributions on their behalf during the period of disability leave; and shall be entitled to the reinstatement at the end of the

period of the disability to the same class assignment, teaching assignment and supplemental duty assignment, if any, as held immediately prior to the disability, or to a substantially equivalent position for which the professional staff member holds a valid certification.

13.3 Maternity Leave

A. Leave Rights:

During a teachers first five (5) years of employment, six (6) weeks of paid maternity leave will be granted without deduction from sick leave. In addition to the “Maternity Disability Leave” a professional staff member who is pregnant or adopting a child less than three (3) years of age shall be entitled to a leave of absence without pay for maternity reasons to begin at any time between (a) the commencement of pregnancy, or, in the case of adoption, the receipt of custody, (b) one (1) year after the child is born or adopted. Such leave shall be for one (1) year. The leave may be extended for one (1) additional year upon written request and approval of the Board.

B. Application for Leave:

Applications for maternity leave shall be in writing and shall contain a statement of the expected date of birth, or in the case of adoption, the date of obtaining custody, the date on which the leave of absence is to commence, and the date the professional staff member anticipates return to service.

C. Time for Filing Application:

Application for maternity leave will be made sixty (60) days prior to the beginning date of maternity leave, except in medical emergencies.

D. Reinstatement Rights:

Upon return from approved maternity leave the professional staff member shall be entitled to reinstatement to the same position which she held prior to the leave, or to a substantially equivalent position for which the professional staff holds a valid certification.

E. Paternity Leave

Parents who are not the birth parent may use up to thirty (30) days of sick leave after the birth or adoption of a child.

13.4 Military Leave

- A. Any member of the instructional staff who is required to accept military service in the time of national emergency, or who is called to active duty in the armed services, or who enlists in a branch of the armed services, shall be granted unpaid leave of absence.
- B. During such leave, said member of the instructional staff shall be considered as if he/she had been performing assigned duties by the Board and granted full time in determining seniority or establishing placement on the salary schedule upon return from such service.
- C. Said member must make application with the Board within one (1) year of his/her discharge and shall be employed at the beginning of the next semester following the member's letter of application.

13.5 Court Leave

- A. Any instructional staff member shall be granted a court leave for the purpose of jury duty and/or court ordered appearances. In order to be eligible for said leave, the staff member must be able to present a copy of the subpoena or court order requiring the staff member's jury duty or court ordered appearance. Any instructional staff member called for jury duty or a court ordered appearance shall notify his/her building principal or his/her immediate supervisor as soon as possible. The staff member shall turn over to the treasurer the jury duty check, or the witness fee check from the Court. In return therefor, he/she will receive his/her regular pay for the time spent on such leave. Court leave shall not apply when either the staff member or the Association is a plaintiff in the litigation where the District, Board or its agents is the defendant.
- B. When granted such leave, the teacher shall be replaced by a qualified substitute according to Board adopted policy.

13.6 Professional Leave

- A. Any certified employee shall be granted leave with pay for attendance at no more than two (2) meetings or conferences of an instructional nature or visitation that can be beneficial in improving said employee's abilities in performing his/her duties. The Superintendent, at his discretion, may grant additional professional leave requests.
- B. Subject to IRS regulations any reasonable expenses incurred by an employee granted such leave will be reimbursed to the employee upon filing of an expense form with the superintendent. Reasonable expenses will include but are not limited to travel (mileage), meals, lodging, and registration fees. Such leave shall be at the

discretion of the Board. A teacher granted such leave shall be provided a substitute according to the Board adopted policy.

13.7 Sabbatical Leave

A leave of absence, if requested, shall be granted to any member of the bargaining unit for professional study and improvement for one (1) year after five (5) years of teaching in the school district. The leave of absence shall be without pay.

13.8 Unpaid Leave of Absence

- A. The Board may grant a member of the professional staff up to one (1) year leave of absence without pay upon receipt of written request by a member of the professional staff.
- B. Such leave must be recommended by the superintendent and approved by the Board. No Board approved benefits (insurance, sick leave, personal leave, retirement, etc.) shall be paid by the Board while a staff member is on an unpaid leave of absence of thirty (30) days or more, excluding approved maternity or FMLA leave.

13.9 Death and Burial of Member of Family

- A. In case of death and burial of a member of the family, an employee may be absent as follows:
 - 1. Immediate relatives: Mother, father, grandmother, grandfather, grandchildren, sister, brother, husband, wife, child, mother-in-law, father-in-law, or anyone who has virtually held the position of parent or child as determined by the superintendent. Three (3) consecutive working days shall be allowed without deduction.
 - 2. Less immediate relatives: Uncle, aunt, nephew, niece, cousin, in-laws, (other than mother-in-law or father-in-law). One (1) day shall be allowed without deduction.
 - 3. Absence from school for death or burial of members of family will not be charged against accumulated sick leave.

13.10 Personal Leave

Each teacher will have three (3) days unrestricted personal leave per school year. No more than five percent (5%) of the staff per building shall be absent for personal leave on any one day and all personal leave requests for immediately preceding or following a holiday must be approved by the superintendent. Should 5% of the total staff per building equal less than one, such limitation shall be raised to accommodate at least one.

13.11 Assault Leave

- A. Teachers shall report immediately to their principal or acting principal, in all cases of assault suffered by them in connection with their employment.
- B. Whenever a teacher is absent from school as a result of personal injury, excluding mental anguish, caused by an assault out of and/or in the course of his/her employment, he/she shall be paid his/her full salary for the period of such absence for up to ninety (90) days without having such absence charged to the annual sick leave or accumulated sick leave.
- C. Any amount of salary payable pursuant to this section shall be reduced by the amount of Workers' Compensation awarded for temporary disability due to the said assault injury for the period for which such salary is paid.
- D. The Board shall have the right to have the teacher examined by a physician designated by the Board for the purpose of establishing the length of time during which the employee is temporarily disabled from performing his/her duties; and in the event that there is no adjudication in the appropriate Workers' Compensation proceedings for the period of temporary disability, the opinion of the said physician as to the said period shall control.

ARTICLE XIV – SEVERANCE PAY

- 14.1 A teacher, subject to 15.4 below, upon notifying the Board in writing of his/her intent to retire, shall receive severance pay at this/her daily rate of pay for twenty-five (25%) of his/her accumulated unused sick leave.
- 14.2 Fifty-five (55) days shall be the maximum number of days to be computed for severance pay for each year of the contract.
- 14.3 Said payment shall be made in one sum payable on the date of his/her retirement or within 45 days of his/her retirement date. The actual date shall be determined by the retiring teacher.
- 14.4 A teacher must work for the Board for five (5) years in order to qualify for the maximum amount of severance provided in 15.1 above. For each year of employment with the Board, a teacher accumulates twenty percent (20%) of the entitlement for severance provided in Section 15.1 and 15.2 above.
- 14.5 If a teacher who is under contract with the Board of Education is eligible for retirement from teaching and dies before receiving severance payments as provided in this Article, any severance to which the teacher is eligible will be calculated in accordance with this Article and paid to the teacher's estate.

- 14.6 A retired/rehired teacher is not eligible for any severance payments other than the severance payment granted upon his/her initial retirement from any other public employer.

ARTICLE XV – INSURANCE

15.1 Hospitalization

- A. The Martins Ferry Board of Education shall pay the premium for single and family plans held by certificated employees at ninety-two & one-half percent (92.5%) and certified employees will pay seven and one-half percent (7.5%) of the premium.

The Board and the Association will consider the recommendations of the Labor Management Health Insurance Committee. The Board and the Association will have final approval of any changes to coverage.

For all employees hired on or after July 1, 2014, the Board will pay ninety percent (90%) of the premium for single and family plans and the certified employee will pay ten percent (10%) of the premium.

- B. Upon retirement, the Board will pay for one additional month of all insurance coverage for the retiree.
- C. An IRS Tax Code 125 will be instituted for all employees effective July 1, 2010. All employees will be eligible to pay for medical insurance premiums on a pre-tax basis.

15.2 Dental Insurance

The Martins Ferry Board of Education shall pay 100% of the composite premium (includes single and family) for all members of the bargaining unit of a dental plan which meets or exceeds the coverage in the CORE SOURCE.

15.3 Life Insurance

The Martins Ferry Board of Education shall provide \$25,000 term life insurance and double payment for accidental death for each certificated employee of the Board.

15.4 Prescription Drug Insurance

The Board and the Association will consider the recommendations of the Labor Management Health Insurance Committee.

The Board shall provide for the purchase through a carrier licensed by the State of Ohio, of family prescription drug insurance for each certificated employee. The Board and the

Association will have final approval of any changes to coverage. The full cost of this program and any increases thereof shall be paid by the Board.

15.5 Optical Insurance

The Board and the Association will consider the recommendations of the Labor Management Health Insurance Committee.

The Board shall provide for the purchase, through a carrier licensed by the State of Ohio, of optical insurance for each eligible certified employee. The Board and the Association will have final approval of any changes to coverage.

- A. For those that choose this insurance coverage, the Board shall provide full twelve (12) month coverage commencing with the first day of school (or September 1, whichever is first) and ending twelve (12) months later (or August 31, whichever is last). This insurance shall continue in effect during absences of illness, as specified in the Ohio Revised Code, for which the employee may use Sick Leave. Employees on all other leave of absence (Maternity, Sick, Sabbatical, etc.) and employees that retire prior to Medicare age qualification, may choose to continue participation in this group insurance by remitting the premiums to the clerk/treasurer of the Board of Education. Such remittance shall not be required more than thirty (30) days in advance. When necessary, premiums on behalf of the employee shall be made retroactively or prospectively to assure uninterrupted participation and coverage.
- B. Upon separation from employment, the employee shall have the right to assume such coverage at his/her own expense.
- C. Employees who after thirty (30) years of experience choose to retire from the teaching profession, may if they choose, remain a part of the group insurance plan by remitting the premiums to the clerk/treasurer of the Board of Education. Such remittance shall not be required more than thirty (30) days in advance.

15.6 Insurance Guarantee

The Board and the Association will consider the recommendations of the Labor Management Health Insurance Committee.

The parties agree that the Board shall provide for the purchase of, at a minimum, hospitalization insurance, group term insurance, prescription drug, vision and dental insurance plans.

15.7 Labor Management Health Insurance Committee

- 1. The Board and the Association agree to establish a Labor Management Health Insurance Committee.

2. The purpose of the Committee shall be to make recommendations designed to optimize the quality of health care available to district employees and improve cost effectiveness of the health insurance program. Committee members shall receive data, work with the District insurance consultant, collaborate on making recommendations for changes in plan design, review bids by insurance companies, and ultimately consider recommending plan changes to their respective constituencies.
3. The committee is not empowered to unilaterally make changes in health care benefits without ratification by the Association and approval by the Board. The creation of the Health Insurance Committee does not diminish or in any way reduce the Board's and Association's rights or responsibilities.
4. The Labor Management Health Insurance Committee composed of three (3) members of the bargaining unit selected by the Association, three (3) people appointed by the Board and two (2) members of OAPSE shall explore insurance issues and options related to district health insurance. The committee will examine, research, and report methods of maintaining and improving benefits and reducing the cost of health insurance coverage.
5. The Board and the Association shall each determine their own method for appointing their representatives to 3-year terms. The Association and the Board may designate a substitute member to attend in the event of the absence of a committee member.
6. Upon the initial creation of the Labor Management Health Insurance Committee, the committee shall attend a labor management health insurance committee training. Members of the committee shall be granted at most two (2) release days to attend this training.
7. The Labor Management Health Insurance Committee shall adopt ground rules for the operation of the committee. These ground rules will be reviewed annually.
8. The Labor Management Health Insurance Committee shall have the authority to recommend, by a two-third (2/3) vote, to the Association and the Board representatives changes in the nature and extent of the insurance coverages and the carrier. No change shall become effective until approved by both the Association and the Board. The parties agree that any recommendation(s) of this Committee and its members is/are not to replace or abrogate or in any way diminish the Board's and Association's rights or responsibilities.
9. The Labor Management Health Insurance Committee shall meet at least four (4) times during the school year and shall maintain minutes of their meetings, which shall be approved by the committee members. Copies of committee minutes shall be furnished to the Board and the Superintendent and the Association President.

Notice of Labor Management Health Insurance Committee recommendations regarding plan changes shall be posted in each building in at least one (1) place accessible to the employees and copies shall be forwarded to the Association President and the Board. Any written reports shall be provided by the committee to the Board and the Association concerning issues under study by the committee.

- 10. The Administration shall provide the committee with information on bargaining unit claims and experience, financial reports and other related data as requested by the committee.
- 11. All proceedings and reports of the Insurance Review Committee relating to claims and/or disputes of identified individuals shall be confidential, although committee minutes may report generally on claims as to the nature, number, amount paid out and claims dispute resolution without identifying individual claimants.

ARTICLE XVI – GRADUATE STIPEND

16.1 Each member of the bargaining unit shall be paid the following amounts per semester hour take on the graduate level for each year of the three (3) year contract (2011-2014).

1 st year:	\$75
2 nd year:	\$75
3 rd year:	\$75

Maximum number of hours to be included under this policy shall be twelve (12) semester hours from September 1 to August 31.

- 16.2 The courses taken shall be in the field of certification of the employee or in other work approved by the superintendent of schools. This payment shall be paid to the teacher by November 30th of the school year following the receiving of credit courses taken. A teacher must teach in the Martins Ferry City Schools the year following receiving this credit to be eligible to be paid under this provision. The teacher must present proof of earned credit no later than November 1st to be paid that school year.
- 16.3 All graduate studies taken by certified employees who are reimbursed by another agency will not be eligible for this stipend for those same semester hours.

16.4 GRADUATE STIPEND \$75.00

<u>Semester Hours</u>		<u>Quarter Hours</u>	
1.	\$75.00	1.	\$50.03
2.	\$150.00	2.	\$100.05
3.	\$225.00	3.	\$150.08
4.	\$300.00	4.	\$200.10
5.	\$375.00	5.	\$250.13
6.	\$450.00	6.	\$300.15
7.	\$525.00	7.	\$350.18
8.	\$600.00	8.	\$400.20
9.	\$675.00	9.	\$450.23
10.	\$750.00	10.	\$500.25
11.	\$825.00	11.	\$550.28
12.	\$900.00	12.	\$600.30
		13.	\$650.33
		14.	\$700.35
		15.	\$750.38
		16.	\$800.40
		17.	\$850.43
		18.	\$900.00

ARTICLE XVII – PAY PERIODS

17.1 All certified/licensed employees shall be paid every other Thursday for a total of twenty-six (26) paydays per year. The first pay date of the new contract year will follow the first Monday worked for all teachers. Check stubs shall be a part of each paycheck.

The treasurer shall deduct from the paychecks of certificated personnel, upon proper written authorization filed with the treasurer’s office, any or all of the following:

- A. UTP Dues
- B. Income Protection Insurance
- C. Tax Sheltered Annuities
- D. Savings Bonds
- E. Health Insurance
- F. Cancer Insurance
- G. Accumulative Sick Leave
- H. Softite Federal Credit Union
- I. Mutual Fund

17.2 Payroll deductions should be continuous until revoked by the employee in writing and at the appropriate time.

- 17.3 The Association shall indemnify and save the Board, its officers, agents, employees, or representatives, harmless against any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of any action taken or not taken by the Board, its officers, agents, employees, or representatives in reliance upon signed payroll dues deduction cards or written revocation of same furnished to the treasurer of the Board by the Association, provided that the Board’s action or non-action is caused by the illegal, fraudulent, wrongful, mistaken, or negligent acts or omissions of the Association, its officers, agents, or employees, or representatives, harmless from any action taken or not taken due to the mistake, neglect, or inadvertence of the Board, its officers, agents, employees, or representatives, in receiving, processing, and action upon described authorization of dues deduction or revocation of authorization of the dues deduction.
- 17.4 All of the above deductions will be taken out equally in twenty-four (24) pay periods.
- 17.5 Federal and State income tax and retirement will be taken out equally in twenty-six (26) pay periods.

ARTICLE XVIII – CERTIFIED/LICENSED EMPLOYEES WORK DAY

- 18.1 All teachers, in all buildings, shall report to work fifteen (15) minutes before school starts and remain in school twenty (20) minutes after school is dismissed.

ARTICLE XIX – SUPPLEMENTAL SCHEDULE

ATHLETIC EXTRA DUTY:
% OF BASE SALARY

Athletic Director/Ticket Manager.....	22%
Assistant Athletic Director.....	8%
Head Cheerleading Coach.....	6%
Assistant Cheerleading Coach (7 th , 8 th , and 9 th grade).....	4%
Equipment Manager.....	8%
Physical Fitness Supervisor	6%
Trainer (Football).....	8%
Trainer (Winter).....	8%
Head Football Coach.....	16%
Assistant Varsity Football Coach.....	10%
Freshman Football Coach	7%
8 th Grade Football Coach	7%
Head Basketball Coach (Girls)	16%
Head Basketball Coach (Boys).....	16%
Assistant Varsity Basketball Coach (Girls)	10%
Assistant Varsity Basketball Coach (Boys).....	10%
Freshman Basketball Coach (Girls).....	7%

Freshman Basketball Coach (Boys).....	7%
8 th Grade Basketball Coach (Girls).....	7%
8 th Grade Basketball Coach (Boys).....	7%
7 th Grade Basketball Coach (Girls).....	5%
7 th Grade Basketball Coach (Boys).....	5%
Tennis Coach (Boys & Girls)	6%
Head Track Coach.....	10%
Assistant Track Coaches	6%
Volleyball Coach	8%
Assistant Volleyball Coach.....	5%
Cross Country Coach	6%
Head Wrestling Coach	16%
Assistant Varsity Wrestling Coach	8%
Freshman Wrestling Coach.....	6%
8 th Grade Wrestling Coach.....	6%
Head Baseball Coach	10%
Assistant Baseball Coach.....	6%
Varsity Swim Coach	6%
Golf Coach	6%
Softball Coach.....	10%
8 th and 9 th Grade Football Coordinator	8%
Bowling Coach.....	6%
(if 2 or more coaches, split 6%)	

The below listed positions will be filled on an “as needed” basis, year by year

Assistant Varsity Basketball Coach (Boys)	10%
Freshman Basketball Coach (Girls).....	7%
Tennis Coach (Boys & Girls)	6%
Assistant Softball Coach.....	6%
Freshman Volleyball Coach (Girls)	3.5%
8 th Grade Cross Country Coach	6%

NON-ATHLETIC EXTRA DUTY: % OF BASE SALARY

Band Director.....	11%
After School Monitor/Study Table	4%
Assistant Band Director	7%
Assistant Band Director (Marching).....	5%
Choral Director	11%
Food Career Tech.....	7%
Mentor.....	\$1,000 stipend per mentee
Mentor Coordinator	\$1,000 stipend
Music Coordinator	4%
Chy-Phy Advisor	4%
French Club Advisor.....	4%

Library Club Advisor.....	4%
National Honor Society Advisor.....	4%
Prom Committee Advisor.....	5%
Senior Class Advisor.....	5%
Drama Coach.....	5%
Counselor, Extra Class, Head Teachers.....	6%
Machine Maintenance/Industrial Arts Added Responsibility.....	7%
Yearbook Advisor.....	6%
Student Council Advisor.....	5%
(If the position is shared, the amount shall become 2.5% per person, maximum of two persons.)	
Mentor.....	1%
High School Work Study Coordinator.....	10%
Assistant Special Education Coordinator.....	10%
8 th Grade Washington D.C. Advisor.....	6%
(If 2 or more advisors, split 6%)	
Curriculum Advisory Panel.....	.00026 of existing base salary per
persons represented in the departments. However, the Department Heads will be rearranged:	
Guidance, English, History, Science, Math, P.E., Foreign Language, Computers, Home	
Economics, Industrial Arts, Art, Special Education, JROTC, OWE/Connections, Business.	
AP Instructor.....	1%

ARTICLE XX – SALARY

20.1 For the 2020-2021 school year, the base salary will be increased three and one-half percent (3 ½%). A COVID-19 bonus of \$1,200 will be paid to all members of the bargaining unit within thirty (30) days after ratification.

For the 2020-2021 school year, the base salary will be \$35,820.

20.2 A maximum of five (5) years’ experience from another district or districts may be added to the fifteen (15) year continuous service eligibility requirement for the longevity award.

20.3 Twelve-hundred (1200) hours or more of internship in one year in the area of certification will be considered as one (1) year experience on the salary schedule.

20.4 Year 20 and Year 25 are longevity compensation, not “steps”. There will be no other change to Year 20 and Year 25.

FY21

Base	\$35,820		BA+150			Masters					
	BA			BA+150			Masters				
	0	1.0000	\$35,820.44	0	1.0450	\$37,432.36	0	1.1000	\$39,402.48		
	1	1.0400	\$37,253.26	1	1.0920	\$39,115.92	1	1.1550	\$41,372.61		
	2	1.0816	\$38,743.39	2	1.1412	\$40,878.29	2	1.2127	\$43,439.45		
	3	1.1249	\$40,294.41	3	1.1925	\$42,715.87	3	1.2734	\$45,613.75		
	4	1.1699	\$41,906.33	4	1.2462	\$44,639.43	4	1.3370	\$47,891.93		
	5	1.2167	\$43,582.73	5	1.3023	\$46,648.96	5	1.4039	\$50,288.31		
	6	1.2653	\$45,323.60	6	1.3609	\$48,748.04	6	1.4741	\$52,802.91		
	7	1.3160	\$47,139.70	7	1.4221	\$50,940.25	7	1.5478	\$55,442.88		
	8	1.3686	\$49,023.85	8	1.4861	\$53,232.75	8	1.6252	\$58,215.38		
	9	1.4233	\$50,983.23	9	1.5530	\$55,629.14	9	1.7064	\$61,124.00		
	10	1.4803	\$53,025.00	10	1.6229	\$58,132.99	10	1.7918	\$64,183.06		
	11	1.5395	\$55,145.57	11	1.6959	\$60,747.88	11	1.8813	\$67,388.99		
	12	1.5395	\$55,145.57	12	1.6959	\$60,747.88	12	1.9754	\$70,759.70		
	15	1.5703	\$56,248.84	15	1.7298	\$61,962.20	15	2.0149	\$72,174.60		
20 Longevity		1.6011	\$57,352.11	20 Longevity		1.7637	\$63,176.51	20 Longevity		2.0544	\$73,589.51
25 Longevity		1.6319	\$58,455.37	25 Longevity		1.7976	\$64,390.82	25 Longevity		2.0939	\$75,004.42

ARTICLE XXI – STRS PICK-UP

- 21.1 Language should reflect current state law.
- 21.2 Teachers are individually responsible for reviewing the relationship between this Article and any other tax deferral arrangements they may have.
- 21.3 The following guidelines must be met for implementation of the employer “pick-up” of teacher contributions:
 - A. The employer elects to pick up the required employee contribution in accordance with the Internal Revenue Ruling #77-462 which is supported by Attorney General Opinion #78-049 and #82-097.
 - B. The “pick-up” must be a uniform percent for the entire group being covered. It must be considered as a condition for employment for that group and not at an individual member’s option.
 - C. All teachers must be included for “pick-up” purposes.
 - D. Earnable compensation for “pick-up” purposes include overtime or supplemental earnings. The amount picked-up by the employer on behalf of the teacher does not discharge, relieve or reduce the employer contribution required by Section 3309.49 of the Revised Code.
 - E. The amount picked up by the employer is applied toward teacher contributions under Section 3307.53 of the Revised Code. All statutory and regulatory requirements applicable to Section 3307.53 Ohio Revised Code must also apply to the “pick-up” but otherwise assumes no further liability.
- 21.4 The Board may refuse to accept “pick-ups” if so directed by the Internal Revenue Service and STRS if guidelines of the laws are not followed or if the qualified plan status based upon the changing status of the STRS is placed in jeopardy. Should for any reason the current taxation or deferred taxation “pick-up” plan be determined null and void by either the Internal Revenue Service or the STRS, the Board assumes no liability for any back taxes, interest, or penalties that may be applied by the Internal Revenue Service or the STRS. This will be solely the responsibility of each individual member.

ARTICLE XXII – MAINTENANCE OF BENEFITS

- 22.1 During the duration of this contract, the Board shall maintain all terms, conditions and benefits of employment at not less than the level in effect as of the effective date of this contract.

ARTICLE XXIII – BOARD RIGHTS

- 23.1 The operation and management of the Martins Ferry City School District and the direction of the certificated personnel, including the right to hire, suspend, terminate, non-renew, transfer, change assignments and reduce forces as necessary is vested exclusively in the Board except as limited only by the specific and express terms of this Agreement and the Ohio Statutes.

ARTICLE XXIV – SUBSTITUTES

- 24.1 The Board shall continue to make every effort to employ properly certified instructional staff members to fill in during the absence of any staff member.
- 24.2 In the event that regular or special teachers (i.e., classroom, physical education, music and art) are absent, the administration will attempt to secure a substitute teacher.
- 24.3 In the event it is impossible to secure a substitute for any teacher (as outlined in Paragraph 25.2), bargaining unit members on a volunteer basis shall be asked to cover the classes of absent colleagues. The rate of compensation shall be \$10.00 per class period.
- 24.4 Compensation for coverage of classes will be paid the first pay in December and the first pay in June of the school year.

ARTICLE XXV – COMMITTEES

A. LABOR MANAGEMENT COMMITTEE

1. Purpose

In an effort to solve problems before they become formal grievances, the administration agrees to establish a Labor-Management Committee consisting of representatives of both the Association and the Administration. Its main function shall be to confer on all matters of mutual concern; to keep both parties to this Agreement informed of changes and developments caused by conditions other than covered by this Agreement; to keep the staff of all departments working at peak efficiency and to confer over potential problems in an effort to keep such matters from becoming major in scope. It is recognized that bargaining unit member concerns should be addressed at the lowest possible administrative level. The committee shall be FMCS trained and shall consist of no more than one (1) bargaining unit member from each building (Elementary, Middle School and High School), appointed by the Association President, the Association President; the Superintendent or his designee, and three (3) members from the administration,

unless the parties mutually agree that additional representatives may attend a specified session.

2. Meeting Format

The meetings of the Labor-Management Committee are intended to be informal in nature. In an effort to maintain an atmosphere of free exchange of ideas and concerns, formal minutes of meetings shall not be kept; however, any agreements reached shall be reduced to writing.

3. Meeting Schedule

There shall be regular monthly scheduled meetings of the Labor-Management Committee. In addition, either party may request that the Labor-Management Committee meet to discuss matters of imminent concern. The Labor-Management Committee shall not reach consensus on issues unless the Superintendent and Association President are in attendance. Meetings of the Labor-Management Committee shall be held from Monday through Friday between 7:00 a.m. and 5:00 p.m., unless a different time is agreed to by the parties.

4. The Labor-Management Committee does not replace the grievance process.

B. MASTER TEACHER COMMITTEE

1. A Master Teacher Committee shall be created in the 2011-12 school year for the purpose of establishing procedures whereby Board employees may become and/or maintain the designation of “master teacher” according to standards set forth by the state of Ohio.
2. The committee shall be clothed with all authority afforded it under Ohio law and under the Ohio Educator Standards Board in order to carry out its mission and to make decisions as to how it shall function.
3. Important functions of the committee shall include but not be limited to: constructing district timelines to oversee and verify candidate eligibility, using state designated forms to properly process candidates, providing “master teacher” program information to employees, communicating the compilation of candidates’ scores to appropriate individuals, maintaining required records, and submitting required information to the EMIS Coordinator.
4. The Committee shall consist of a total of eight (8) Board employees as follows: two (2) elementary teachers, two (2) middle school teachers, two (2) high school teachers and two (2) administrators. Said committee teachers will be chosen by the committee from the pool of qualified teachers. The committee administrator shall be chosen by the district’s Superintendent of schools.

5. No withstanding Item Four in this subsection, the Association President shall invite any National Board Certified bargaining unit member to serve on the committee, though such members shall not be required to serve on the committee. Furthermore, in 2011 the Association President and Executive Committee shall assign staggered terms of one (1) year, two (2) years and three (3) years to the appointed teacher members of the committee so that an equal number (two) of them shall fill said terms. Upon the expiration of these staggered terms, teacher members of the committee shall thereafter be appointed for a term of three (3) years unless appointed for additional years. The term for the administrator serving on the committee shall be determined by the district's Superintendent of schools, but in no case shall exceed three (3) years. Furthermore, it shall be the goal of the committee that in subsequent years teacher member appointments shall consist of "master teachers" who have achieved "master teacher" status through the committee.
6. The committee shall choose a chairperson annually by a simple majority vote. The duties of the chairperson shall include but not be limited to attending all meetings and facilitating them, maintaining a written record of meeting attendees, receiving all candidate applications, preparing candidate applications for blind readings by committee members, taking notes during meetings, or assigning note taking to another member, maintaining and storing all records and forms, sending application results to appropriate individuals, receiving written correspondence, including appeals by candidates and remaining impartial by not scoring applicant documents.
7. Two (2) teacher members of the committee shall read and score each application solely according to the scoring guide based on the criteria in the Ohio Standards for the Teaching Profession, and the committee shall assign such members by attempting to closely match the candidate to these committee members by either grade level and/or subject. If the two (2) assigned committee members disagree regarding the recommendation of an applicant, then the committee shall assign a third teacher member to read and score the application. Applicants will receive recommendations by a majority vote of the assigned teacher members.
8. An applicant may submit to the committee chair an appeal in writing, within thirty (30) calendar days of receiving any written decision to deny the status of "master teacher" to the applicant. Upon receiving such an appeal, the committee chairperson shall set an appeal meeting for the applicant to meet with members of the committee. Said meeting shall be held no later than sixty (60) calendar days from receipt by the chairperson of the written appeal. Within thirty (30) days of this appeal meeting the committee shall render a final decision to the applicant. No decision by the committee shall be subject to the grievance procedure in Article III.
9. There shall be at least four (4) required meetings of the committee during each school year. For attending each required meeting that occurs outside the regular work day, teacher members of the committee shall be paid fifty dollars (\$50) per

meeting with the chairperson receiving sixty dollars (\$60) per meeting to compensate for additional duties.

10. Bargaining unit members who attain or renew the status of Master Teacher shall receive a stipend of One Thousand Dollars (\$1,000).

ARTICLE XXVI – CALAMITY DAYS

After five (5) calamity days, the Superintendent may ask staff to report.

ARTICLE XXVII – TEACHER EVALUATION

27.1 DEFINITIONS

- (a) **Comparable Evaluation:** A three (3) year average with all areas above an ineffective rating shall be considered comparable.
- (b) **Deficient:** A significant ineffective performance on key professional indicators cited in the evidence gathered during walkthroughs and formal observations that result in an ineffective rating.
- (c) **Electronic Teacher and Principal Evaluation System (eTPES):** The electronic system used by the district to report to ODE aggregate final summative teacher evaluation ratings.
- (d) **Evaluation Cycle:** The period of time for the completion of the evaluation procedure:
 1. The evaluation cycle for teachers using value added measures is completed when student growth measures resulting from assessments that were administered in the previous school year are combined with the teacher performance ratings resulting from performance assessments that are conducted for the current school year to assign an evaluation rating.
 2. The evaluation cycle for teachers using student learning objectives is completed when student growth measures result in SLO's that were administered in the current school year are combined with the teacher performance ratings resulting from performance assessments that are conducted for the current school year to assign an evaluation rating.
- (e) **Evaluation Factors:** The multiple measures that are required by law to be used in the teacher evaluation procedure. The two factors, which are weighted equally, are student growth measures at fifty percent (50%) and teacher performance at fifty

percent (50%), or any other percentage allowed by the Ohio Revised Code in the future pursuant to an agreement with the Association.

- (f) Evaluation Framework: The document created and approved by the Ohio Department of Education (ODE) in accordance with section 3319.111(A) of the Ohio Revised Code that establishes the standards-based framework for the evaluation of teachers developed under section 3319.112 of the Ohio Revised Code.
- (g) Evaluation Instrument: The forms used by the teacher's evaluator and located in the OTES Workbook produced by ODE.
- (h) Evaluation Procedure: The procedural requirements set forth in this agreement to provide specificity to the statutory obligations established under sections 3319.111 and 3319.112 of the Ohio Revised Code and to conform to the framework for the evaluation of teachers developed under section 3319.112 of the Ohio Revised Code.
- (i) Evaluation Rating: The final summative evaluation level that is assigned to a teacher based on evaluations that are conducted pursuant to the terms of this agreement. The evaluation rating is assigned at the conclusion of the evaluation cycle when the teacher performance rating is combined with the results of student growth measures where fifty percent (50%) of the evaluation rating is based on student growth measures as provided for in this agreement and fifty percent (50%) of the evaluation rating is based on a teacher performance rating as provided for in this agreement. Each completed evaluation will result in the assignment of one of the following evaluation ratings to the teacher. Accomplished, Skilled, Developing, or Ineffective, unless changes are made to the Ohio Revised Code and upon agreement with the Association.
- (j) Observable Outcomes: Those data source/indicators of accomplishment, observations; artifacts, conversations by which the success of the Remediation Plan is determined.
- (k) Ohio Teacher Evaluation System (OTES): The teacher evaluation system that is codified under sections 3319.111 and 3319.112 of the Ohio Revised Code.
- (l) Poorly Performing Teacher: A teacher who continues to receive an overall summative rating of ineffective after receiving an ineffective rating for a period of no less than two out of the last three years, and who takes the written examinations required pursuant to section 3319.58 of the Ohio Revised Code, and who completes a remediation and/or improvement plan during the subsequent school year.

Note: During the term of this agreement, the number of completed evaluation cycles will not be sufficient to designate a teacher as poorly performing.

- (m) Remediation Plan: A written plan which shall be collaboratively put into place with the teacher and the assigned credentialed evaluator, in order to directly address significant ineffective performance on key professional indicators cited in the evidence gathered during walkthroughs and formal observations that result in the ineffective rating.
- (n) Resources: Those monetary, time, material and human resources provided to a teacher on a Remediation Plan.
- (o) Shared Attribution: The practice of assigning student(s) growth results to a group of appropriately licensed educators who consistently meet to collaboratively plan and provide instruction and/or intervention for a student or defined group of students on a specific topic and/or grade level and which may or may not be reported in the teacher-student data linkage system.
- (p) Student Growth Measure (SGM): A unit of academic growth projected for a student over specified period of time, and which has been established according to a set of procedures defined either by the value-added data system provider employed by the State of Ohio or by the school district for approved vendor assessments or locally developed student learning objectives (SLOs).
- (q) Student Learning Objective (SLO): A measurable academic growth target that a teacher sets at the beginning of the course/term for all students or for subgroups of students to be achieved by completion of an established interval based upon baseline data gathered at the beginning of the course.
- (r) Teacher of Record: A teacher who
 1. is responsible for assigning the grade to the student, and,
 2. is required to have the proper credentials to teach the particular subject/grade level for which he/she has been designed “teacher(s) of record”, and
 3. is responsible for a minimum of fifty percent (50%) of a student’s scheduled instructional time within a given subject or course.
- (s) Teacher Performance: The assessment of a teacher’s performance, resulting in a performance rating. As an evaluation factor, the teacher performance dimension is based on direct observations of a teacher’s practice (including materials and other instructional artifacts) and walkthroughs that are performed by a credentialed evaluator. Teacher performance results are reported as a teacher performance rating that may be coded as “1” indicating lowest performance to “4” indicating highest performance.

- (t) Teacher-Student Data Linkage (TSDL): The process of connecting the teacher(s) of record [based upon above definition] to a student and/or defined group of students' achievement scores for the purpose of attributing student growth to that teacher.
- (u) Timeline: A minimum of a six-week period of time given to the teacher to meet the requirements, target dates and dates of review of the Remediation Plan.

27.2 PURPOSE

The objectives of the Professional Growth & Development Program are to improve teaching performance and to stimulate professional growth.

- (a) Realizing that the best evaluation results through cooperative efforts of the certificated/licensed staff member, administrator, and supervisor, evaluation is conducted as a joint venture to improve the quality of instruction.
- (b) Evaluation provides an opportunity for self-evaluation by creating an awareness of both strengths and weaknesses.
- (c) Effective evaluation provides the certificated/licensed staff member with a measure of his/her performance and an understanding that an inventory of strengths and weaknesses can greatly influence instruction and results in benefits to students.
- (d) Realizing that effective evaluation requires certificated/licensed staff members be aware of the process and criteria being used to evaluate them, an attempt has been made to develop an evaluation plan that is objective, fair, consistent, and fully understood by the certificated/licensed staff members.

27.3 APPLICATION

Certificated staff who do not fall under the new evaluation system will be evaluated under the previous evaluation system.

27.4 EFFECTIVENESS RATING

- (a) The evaluation procedure contained in this agreement shall not be the primary factor in any decision concerning any teacher until three (3) evaluation cycles have been completed and include three (3) consecutive years of the Final Summative Rating.
- (b) The first year of collected data for the evaluation procedure shall be derived from value-added taken from the previous school year. The first evaluation cycle shall be completed by first day of May of the first school year following the effective date of this agreement. An evaluation cycle shall not be completed until all teachers have been provided with a written report of the results of the evaluation.

- (c) Until three (3) years of data have been collected and three (3) evaluation cycles have been completed, all decisions concerning any teacher shall continue to be governed by the terms set forth in this agreement.
- (d) Final Summative Rating of Teacher Effectiveness form will be completed once the evaluation process is complete.

27.5 STUDENT GROWTH MEASURES

A1 Teachers are 50% value added (26% Value Added + 24% SLO for the 2013-2014 school year) and value-added data from the previous year will be used.

A2 Teachers are 10% value added 40% SLO.

B Teachers are 10% vendor assessment 40% SLO.

C Teachers are 50% SLO (minimum of two SLOs)

- (a) No shared attribution shall be used in student growth measures, consistent with the Policy outlined by the Evaluation Committee.
- (b) When value added measures are not present, ODE approved assessments will be used. If ODE approved assessments are unavailable to members then SLOs must be written.
- (c) Teachers can write their own SLOs or complete them collaboratively.
- (d) Teachers can choose to grade their own SLO pre- and post-assessments. Once completed, the teacher will submit evidence of results from grades SLOs to their evaluator.
- (e) When utilizing SLOs to construct SGMs, the teacher shall submit the completed SLO template for review by the building SLO committee no later than October 14 of each school year. Nine (9) week teachers are excluded for the 1st 9 weeks of the 2014-15 school year due to the lack of time to collect sufficient data.
- (f) The SLO committee shall review and approve all submitted SLOs and teachers will receive feedback from SLO Committee by November 5.
- (g) Any SLO that is rejected by the SLO committee shall be returned to the teacher/group with recommendations and a timeline of 10 days for the resubmission of the corrected SLO.
- (h) Students need to be present for October count and stay enrolled until the SLO is administered. Students with 45 days of excused or unexcused absences are excluded from being counted in SLO data.

- (i) Teachers shall administer the final assessment to determine student growth as defined in the approved SLOs.
- (j) Teachers complete local Student Growth Measure Scoring and report to Principal by May 1.
- (k) The SGM portion of the evaluation shall be derived from one (or a combination of) the following:
 - 1. value added (VA) data,
 - 2. ODE approved student assessments (vendor assessments), and
 - 3. menu of options determined locally such as SLOs.
- (l) The annual final summative rating of teacher effectiveness shall utilize value added data from the previous year in conjunction with the teacher performance rating from the current year.

Note: This is to ensure fair and equitable use of timelines for all teachers with all SGM scores based on the same year of data, i.e., data calendar.

- (m) The VA progress dimension established under section 3302.021 of the Ohio Revised Code, or an alternative student academic progress measure, if adopted by the State Board of Education, shall be used in the SGM portion of an evaluation in proportion to the part of the teacher's schedule of courses or subjects for which the VA progress dimension is applicable.
- (n) All SGMs shall be derived through a pre- and post-assessment process. The period of time between the pre- and post-assessments for determining student growth must be a minimum 2 weeks, i.e., depending on the academic calendar in use.
- (o) Factors in determining SGMs for purposes of any decision regarding a teacher must include, but are not limited to:
 - 1. Attendance: A teacher evidencing (15) days or more excused absences in any semester, excluding personal days as defined in the negotiated agreement, may elect to defer consideration of student growth measures to a subsequent year or modify the SGM expectations in coordination with their evaluator. Students that accumulate 15 or more days of absence in a semester should be removed from the data when considering teacher contract status (this does not affect the OTES rating, merely decision on contract status)
 - 2. Changes in specific federal/state mandates – A teacher who has involuntarily transferred for any purpose to meet the mandated Third Grade

Reading Guarantee or another State or ESEA mandate, shall have accumulated a minimum of three (3) consecutive years of SGM data before any job action may be taken on the basis of the SGM data.

3. Teacher on approved leave – A teacher who has been approved for sick leave and/or the Federal Medical Leave Act for not less than 4 weeks shall not have the SGM portion for that school year used in a Final Summative Rating of Teacher Effectiveness, unless so requested by the teacher.
4. Teachers with student teachers – A teacher who has a student teacher assignment for not less than 6 weeks shall not have the SGM portion for that school year used in a Final Summative Rating of Teacher Effectiveness, unless so requested by the teacher. A teacher with a student teacher shall ensure that they retain control of a minimum of two (2) class periods for the purpose of SGM for the period that the student teacher is teaching.
5. Teacher who has been transferred – A teacher, who is involuntarily transferred to a different position (e.g., subject, grade level) shall have an SGM score consisting of a minimum of two (2) consecutive years of SGM data before any job action may be taken.
6. Co-teaching arrangement (e.g., Inclusion) – Teachers who have an approved co-teaching arrangement shall have a percentage of the SGM score for the individual teachers in the co-teaching arrangement based on the mutually determined time each has spent with the student(s).

27.6 EVALUATION TIMELINE AND FORMS

- (a) No teacher shall be evaluated more than once annually, said evaluation shall include a minimum of two (2) observations.
- (b) 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.
- (c) If the board has entered into a limited contract or an extended limited contract, excluding one-year probationary contracts, with a teacher pursuant to section 3319.11 of the Ohio Revised Code, the board shall perform a minimum of three formal observations during the evaluation cycle in any school year in which the board may wish to declare its intention not to re-employ a teacher pursuant to division (B), (C) (3), (D), or (E) of 3319.11.
- (d) During the final summative evaluation teachers are given a copy of everything used in the evaluation including scripting evidence and the rubric.

- (e) The date and time of the thirty (30) minute observations will be pre-arranged between teacher and evaluator.
- (f) Uniform evaluation forms shall be used for the purpose of making written evaluations of the certificated/licensed staff members.
- (g) The forms adopted by the Board shall be attached as an appendix to this Agreement.
- (h) Evaluation forms will not be changed during the life of the Master Agreement unless mutually agreed by the Association and Board.

27.7 TEACHER PERFORMANCE

- (a) A teacher's performance shall be assessed based on the Ohio Educator Standards and rubrics for teaching and the criteria set forth in the evaluation instrument.
- (b) Teacher performance assessments shall be based solely on:
 - 1. the evidence provided by the teacher,
 - 2. the formal observations of the teacher by the teacher's assigned evaluator, and
 - 3. the walkthroughs that are set forth in this agreement.
- (c) All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.
- (d) No inaccurate, untimely, or undocumented information may become part of a teacher's performance assessment. All results and conclusions of performance assessments shall be documented and supported by evidence.
- (e) In implementing performance assessments, the district shall conduct all assessments so as to observe the legal and constitutional rights of teachers, and no teacher performance information shall be collected by video or audio devices. The teacher may supply audio or video to their evaluators as evidence.
- (f) Schedule of observations:
 - 1. A minimum of two (2) formal observations shall be conducted. A formal observation shall last a minimum of thirty (30) continuous minutes. There shall be at least three (3) weeks between formal observations. The first formal observation shall be completed by the end of the first semester. The second formal observation shall be completed by May 1.
 - 2. Teachers shall not receive a formal observation on a day before or after the following: the administration of standardized testing; or on a day immediately following an extended (documented) illness of three (3) days

of more, or the day before a holiday or any break from scheduled school days (excluding weekends)

3. Observation data should be recorded on OTES rubric with scripting evidence.

(g) Observation conferences:

1. All formal observations must be preceded by a pre-observation conference between the evaluator and the teacher within 5 working days. At the pre-observation conference teachers shall provide evidence for the work situation to be observed and evidence will be recorded on the OTES rubric.
2. A post-observation conference shall be held after each formal observation. The post-observation conference shall take place within 5 working days following the formal observation. At the post-observation conference teachers shall be provided one (1) area of reinforcement and one (1) area of refinement through evidence, in alignment with the education standards. Teachers shall be given the opportunity to provide evidence to support the areas of reinforcement and refinement after this post-observation conference.
3. The evaluator shall provide the teacher with copies of all written documentation including but not limited to data from pre-observation conferences recorded on OTES rubric, notes, scripting evidence from formal observations recorded on OTES rubric, artifacts, and classroom walkthrough data recorded on walkthrough forms, evidence collected during formal observations and walkthroughs.
4. A teacher may request one (1) formal observation at any time in addition to those required by this procedure, scheduled in collaboration between the teacher and evaluator.
5. Formal observations shall not disrupt and/or interrupt the classroom learning environment.
6. All written information pertaining to evaluation shall be signed by the evaluator who is conducting the evaluation and the certificated/licensed staff member who is being evaluated, before such evaluation is submitted to the superintendent.
7. Such signature by the certificated/licensed staff member does not necessarily indicate agreement with the content of the report.
8. No additional evaluation comments may be added by the evaluator after the evaluation has been signed by the certificated/licensed staff member.

9. Both the certificated/licensed staff members and evaluator may react in writing to one another's comments.
10. All evaluation records, including the results of observations, written suggestions to the certificated/licensed staff member shall be in duplicate, one copy to be maintained by the administration in the official file and one copy to be maintained by the certificated/licensed staff member.

(k) Walkthroughs

1. A walkthrough is a formative assessment process that focuses on one (1) or no more than two (2) of the following components resulting in brief written notes or summary.
 - a. evidence of planning;
 - b. lesson delivery;
 - c. differentiation;
 - d. resources;
 - e. classroom environment;
 - f. student engagement;
 - g. assessment; or
 - h. ~~or~~ any other component of the standards and rubrics approved for teacher evaluation.
2. The walkthrough shall consist of at least 3 consecutive minutes, but not more than 15 consecutive minutes in duration.
3. The teacher shall be provided a copy of the walkthrough form completed including all scripted and anecdotal documents relative to the walkthrough no later than 5 work days following the walkthrough.
4. At the request of the teacher, a formal debriefing shall occur no later than 5 work days after the walkthrough to discuss observations relative to the identified focus.
5. No more than 8 walkthroughs shall be conducted in each evaluation cycle, with a minimum of 2.

6. Walkthroughs shall not disrupt and/or interrupt the learning environment in the classroom.
- (i) Deficiencies identified through formal observations:
1. Observations resulting in identification of significant ineffective performance on key professional indicators cited in the evidence gathered during walkthroughs and formal observations that result in an ineffective rating shall be followed within five work days by a conference between the evaluator and the employee in order for questions arising from the observation to be discussed. All of the evaluator's observations shall be compiled in writing. A copy of the written observation report shall be given to the employee at the post-observation conference.
 2. The Evaluator involved shall assist the employee in correcting identified deficiencies.
 3. The remediation plan, as outlined in this section, may address the following:
 - a. issues within the performance rubric documented as deficient;
 - b. specific performance rubric expectations;
 - c. the allocation of financial and other resources and assistance to be provided by the district to support the remediation plan and/or professional development of the teacher as deemed necessary by the evaluator;
 - d. sufficient, specific timelines, not less than six (6) weeks, to allow for the remediation of identified deficiencies; and
 - e. the provisions of a trained teacher mentor/coach as appropriate, who shall be provided release time for consultations/observations with the teacher under a remediation plan.
 4. If a remediation plan is developed prior to March 1, the identified deficiencies shall be reevaluated as part of the performance assessment process for the remainder of the school year. For deficiencies that are successfully remediated during the remainder of the school year, those deficiencies shall be deemed remediated.
 5. If a remediation plan is developed after March 1, the teacher shall be permitted to continue remediation into the next school year.

27.8 CREDENTIALLED EVALUATORS

Professional growth is a cooperative process. The Evaluator shall fulfill his/her role by:

- (a) Interpreting the purpose of the evaluation procedure to certificated/licensed staff members and its relationship to professional growth, development, and the assessments of professional competence.
- (b) Encouraging self-evaluation and self-improvement.
- (c) Creating an environment in which discussion and problem solving can take place with mutual understanding.
- (d) Commend where possible and constructively criticize when necessary.
- (e) Observe or visit classrooms for the purpose of evaluating job performance, and utilization of data collected to support evaluation judgment.
- (f) Being prepared to provide appropriate help as needed, and willing to provide as much help as possible.
- (g) Encouraging certificated/licensed staff members to invite the principal and supervisor into the classroom to see various phases of instruction.
- (h) An evaluator must be a credentialed administrator of the Martins Ferry School District. The evaluator must be a Principal and not a bargaining unit member. The Superintendent and Assistant Superintendent may support the evaluation process by conducting walk-through observations. If the need to expand the pool of evaluators arises, the Board and the Association shall meet to discuss the need to expand the pool of evaluators, if any, and negotiate a Memorandum of Understanding regarding the pool of evaluators if needed.
- (i) Each evaluator annually shall be required to successfully complete state mandated evaluator credentialing recertification.
- (j) The evaluator shall not be a bargaining unit member. The supervisor must be employed under a full-time contract pursuant to sections 3319.01 or 3319.02 of the Ohio Revised Code and must hold at least one (1) certificate/license named under division (E), (F), (H), (J), or (L) of section 3319.22 of the Ohio Revised Code and must be credentialed as stated in Ohio law.

The person who is responsible for assessing a teacher's performance shall be:

- (1) A district designated credentialed evaluator for those teachers with an expected level of student growth or a below expected level of student growth on the student growth measure dimension of the evaluation procedure. (Consistent with 10.8h)

- (2) An evaluator selected by the teacher for those teachers with an above expected level of student growth on the student growth measure dimension of the evaluation procedure if there is more than one supervisor available to that teacher.

In assessing a teacher's performance, evaluators will not make judgments, or otherwise discriminate, on the basis of a teacher's age, length of service, gender identification, race, ethnicity, national origin, religion, sexual orientation, marital status, military status, disability, union membership, or union activism.

27.9 PROFESSIONAL GROWTH PLAN

Professional growth plan shall be developed as follows:

- (a) The Professional Growth Plan will be based on the results from the Self-Assessment Summary Tool and recorded on the Professional Growth Plan.
- (b) Teachers whose students evidence expected levels or below expected levels of student growth shall develop a professional growth plan collaboratively with the credentialed evaluators.
- (c) Professional growth plans for a school year shall be developed not later than September 30th.
- (d) Professional growth plans shall describe the specific performance expectations, resources, and assistance to be provided.
- (e) The board shall provide for professional development, including mentoring/coaching, and for the allocation of financial resources to accelerate and continue teacher growth and improvement; and to provide support to poorly performing teachers as set forth in this agreement.

27.10 PROFESSIONAL DEVELOPMENT

The Board shall provide for professional development to accelerate and continue professional growth and provide support to poorly performing teachers.

The Board shall provide for the allocation of financial resources to support professional development in compliance with state law as deemed sufficient by the evaluator.

27.11 ROLE OF THE EVALUATEE

Professional growth is a cooperative process. The Evaluatee shall fulfill his/her role by:

- (a) Making certain he/she fully understands the purpose of the evaluation program.

- (b) Approaching the evaluation process with a positive attitude.
- (c) Accept credit for successes as well as responsibility for failure.
- (d) Being willing to examine and improve his/her teaching methods and techniques through self-evaluation and administrative evaluation.
- (e) Taking an active part in the discussion and improvement phases of the evaluation process and knowing what worked well in the classroom as well as what did not.

27.12 SLO Committee

The Association and the board agree to establish a standing joint committee for the sole purpose of assessing, reviewing, and approving the many facets of SLOs and providing professional development on SLOs for the employees of Martins Ferry Schools.

Note: The recommendation is to create two committees to support the evaluation system – one for the evaluation system and one specifically for the SLO components. The evaluation committee's charge is to assist in developing, maintaining, and suggesting changes to the evaluation instrument. The SLO committee's charge is to assist in developing, maintaining, approving and suggesting changes to the SLOs the district uses.

A. SLO Committee Composition

1. The committee, if not composed of the BLT, shall be comprised of 3 association members from each building elected by the MFEA members from each building, an administrator appointed by the superintendent, and the superintendent or his/her designee.
2. The terms of association members of the committee shall be for a period of no less than two (2) years unless a member leaves the district, retires, requests that the association removes him/her from the committee, is no longer able to serve to due unforeseen circumstances, or is removed by action of the association.
3. At the conclusion of the association member's term, or removal therefrom, the committee will elect a successor.

B. Committee Operation

1. Members of the committee will receive training on the writing of student learning objectives (SLOs) and any other training that may become necessary for the committee. (For example: when the district approves a new vendor assessment, all committee members and the bargaining unit will be trained on the new system and SGM application).

2. The committee shall establish by mutual agreement a meeting calendar, tasks for the committee to complete, and timelines for the completion of specific tasks.
 - a. The committee shall perform its responsibilities over the term of this agreement and shall make recommendations to inform future contract negotiations.
3. At the initial meeting, the committee shall develop the ground rules by which the committee shall operate, review them at each meeting, and update them thereafter as needed.
4. All decisions of the committee shall be evidence-based and achieved by consensus.
5. Members of the committee shall receive release time or compensation at \$25 per hour for work outside the contractual work day for committee work and training.
6. The committee shall be authorized to utilize consultant(s) (examples are, but not limited to, educational consultants, software consultants, SGM trainers, etc.) as deemed appropriate. The cost, if any, shall be borne by the board.

C. Secretarial Support

The district shall provide secretarial support and assistance to the committee. Responsibilities shall include data entry, note taking, copying, committee notification, communications, and distribution of materials, preparation of forms/templates, and other duties as needed.

D. Committee Authority

1. The committee shall recommend the policies and procedures for the student growth portion of the evaluation procedures to the association and the board.

ARTICLE XXVIII – RETIREMENT INCENTIVE

It is agreed by and between the Martins Ferry City School District Board of Education and the Martins Ferry Education Association that the Martins Ferry City School District Board of Education will provide a retirement incentive of \$1000 times each year of Martins Ferry Service (not to exceed \$13,000) to any M.F.E.A. bargaining unit member, who is eligible for full retirement under any of Ohio’s public employee retirement systems, providing the following conditions are met:

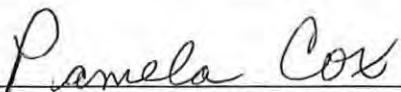
- A. The bargaining unit member must have at least five years consecutive service in Martins Ferry.
- B. A bargaining unit member must give written notice to the superintendent by March 30th of his/her intent to retire and submit a written letter of resignation by March 30th of the year in which he/she becomes eligible for full retirement; the retirement shall be effective June 30th of the year in which the letter of resignation is submitted.
- C. “Full retirement” for the purposes of this provision means having at least 30 years service credit to apply toward pension calculation.
- D. A bargaining unit member who is eligible for full retirement, but misses the March 30th deadline, forfeits his/her right to full incentive.
- E. A bargaining unit member who has attained 33 years of service may apply by the March 30th deadline for an incentive of \$4,000. If the bargaining unit member does not participate in the 33rd year, he/she forfeits all rights to the incentive.
- F. A bargaining unit member who is eligible for less than full retirement and does not meet the March 30th deadline will still be eligible for the incentive the following year.
- G. The bargaining unit member shall elect to receive his/her incentive in three installments to be paid in July of the next three fiscal years.

Any bargaining unit member who was previously eligible for this retirement incentive and did not take it, MAY NOT take it under this contract and is barred from participation.
- H. Each bargaining unit member in the year of retirement shall be responsible for providing documentary evidence from the appropriate retirement system that he/she was not eligible for full retirement in any previous years.
- I. It shall be the responsibility of the bargaining unit member to be aware of when he/she becomes eligible for full retirement. Lack of knowledge or “innocent” errors shall not extend a bargaining unit member’s deadline for written notice.
- J. This Early Retirement Incentive will expire on June 1, 2020.

ARTICLE XXIX – DURATION OF CONTRACT

- 29.1 This agreement shall remain in effect from September 1, 2020 to August 31, 2021 inclusive. This contract constitutes the entire agreement between the Board and the Association and supersedes all written and verbal agreements heretofore made and entered into.
- 30.2 Written requests for negotiations by either party shall be submitted no later than March 2, 2020 for the 2020-2021 school year. Within fifteen (15) days of the request, a mutually acceptable date for negotiations to begin will be established. In no case shall the initial negotiations take place less than sixty (60) days prior to the expiration date of this contract.

FOR THE ASSOCIATION:



Pamela Cox, MFEA President

FOR THE BOARD:



James Fogle, Superintendent

DATE: 10-26-20

DATE: 10-26-2020

MARTINS FERRY HIGH SCHOOL
CURRICULUM ADVISORY PANEL

I. Duties of the Panel Member

1. Attend meetings to be held monthly. Meet with the school board's curriculum committee to address certain curriculum concerns as needed.
2. Report to faculty members the results of meetings and relay their concerns to the panel/school board curriculum committee.
3. Analyze needs vs. finances.
4. Consider long term effects of curriculum on staff and teachers.
5. Review and evaluate old curriculum.
6. Provide suggestions for new curriculum.
7. Provide recommendations for scheduling to principal.

II. Selection of Panel Members

1. Combination of departments
2. Seniority
3. Longevity – Members should be on for a minimum of 2 years and a maximum of 3 to provide for continuity. Attendance is required at all meetings.

III. Departments and Representation (paid position)

- | | | |
|----|--|----------------|
| 1. | Language Arts – English, Foreign Lang., Speech, and Drama | -1 rep. |
| 2. | Business/Computers | -1 rep. |
| 3. | Math/Science | -1 rep. |
| 4. | Social Studies – Soc. Studies, Health, P.E. | -1 rep. |
| 5. | Special Programs – Special Educ., O.W.E., JROTC | -1 rep. |
| 6. | Industrial and Fine Arts – Ind. Arts, Home Ec., Art, Music | -1 rep. |
| 7. | Guidance Counselor | -1 rep. |
| | Total | 7 paid members |
| 8. | M.F.E.A. officer may sit in on meetings | |

Supplemental pay to be awarded by the Board of Education. The rate will be .0026 of the existing base salary per person represented in the departments.

Appendix A

REQUEST FOR SICK LEAVE DONATION PROGRAM

Employee's Name _____

I am requesting _____ (number of days) from the Sick Leave Donation Program.

The reason I am requesting a sick leave donation is:

1. I understand that my request will be considered and granted only if there are days donated by fellow employees to the Sick Leave Donation Program.
2. I understand that the number of days granted cannot exceed the number of days that have been donated up to a maximum of thirty (30) days for the same illness, as needed, and as approved by the Sick Leave Donation Committee per school year regardless of the number of requests. After the thirty (30) days have been exhausted, I understand that I may submit an additional request to be considered by the Sick Leave Donation Committee. The Sick Leave Donation Committee may consider the additional request.
3. I have read the guidelines for use of the Sick Leave Donation Program in the Negotiated Agreement.
4. I understand that I am only eligible to use the Sick Leave Donation Program during the current school year.

I have read all of the above statements and agree to abide by the conditions.

Date: _____

Name of person making request
(Name may be withheld on donation request form upon request of person making request for Sick Leave Donation Program)

I DO _____ I DO NOT _____ request that my name be withheld

Date _____ Approved by Committee

One copy of this form should be returned to the Superintendent and one copy should be sent to the Association President.

Appendix B

AUTHORIZATION OF DONATION TO SICK LEAVE DONATION PROGRAM

I have read the Request for Sick Leave Donation Program and agree to donate _____ days for the Sick Leave Donation Program to

Name of Employee Receiving Donation
(Name may be withheld upon request)

I currently have a total of _____ days of accumulated sick leave.

Date: _____

Name of Employee making donation: _____

Signature

This form should be returned to the Sick Leave Donation Committee via the Treasurer's Office.

Martins Ferry City School District
Professional Growth Plan

Teacher Name _____ School Year _____

Evaluator _____ Building _____

_____ Self-Directed/Teacher Developed

_____ Collaborative/Co-Developed with evaluator

ANNUAL FOCUS These are addressed by the evaluator as appropriate for this teacher	DATE Record dates when discussed	AREAS FOR PROFESSIONAL GROWTH supports needed, resources, professional development Comments during conference with teacher and evaluator are made appropriate to the needs of the teacher
Goal 1: <i>Student Achievement/Outcomes for Students</i> Goal Statement:		
<i>Evidence Indicators:</i>		
Goal 2: <i>Teacher Performance on the Ohio Standards for the Teaching Profession</i> Goal Statement:		
<i>Evidence Indicators:</i>		

Comments:

Teacher signature _____ Date _____

Evaluator signature _____ Date _____

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

MARTINS FERRY CITY SCHOOL DISTRICT
Teacher Evaluation Observation Review

Teacher Name _____ Date _____

Grade/Sub. Area _____

Evaluator Name _____

	Ineffective	Developing	Skilled	Accomplished
FOCUS FOR LEARNING				
ASSESSMENT DATA				
PRIOR CONTENT KNOWLEDGE / SEQUENCE / CONNECTIONS				
KNOWLEDGE OF STUDENTS				
LESSON DELIVERY				
DIFFERENTIATION				
RESOURCES				
CLASSROOM ENVIRONMENT				
ASSESSMENT OF STUDENT LEARNING				
PROFESSIONAL RESPONSIBILITIES				

**Evidence collected and OTEs adopted rubric will accompany this form.*

Evaluator Signature _____

Teacher Signature _____

***Signature does not indicate agreement with the contents; it simply indicates a receipt of the document.*

Overall Rating: (this observation only)
_____ Ineffective
_____ Developing
_____ Skilled

Martins Ferry City School District
Teacher Evaluation Informal Observation – Walkthrough

Teacher Name _____ Grade/Subject Area _____

Observer Name _____ Date _____

Walkthrough time _____ Duration _____

Directions: This form serves as a record of an informal observation conducted by an approved/trained OTES administrator/evaluator. The observer will likely not observe all teaching elements listed below in any one informal observation. This record, along with records of additional informal observations, will be used to support the summative evaluation of the teacher.

OBSERVER’S OBSERVATIONS:

	Instruction is developmentally appropriate		Lesson content is linked to previous and future learning.
	Learning outcomes and goals are clearly communicated to students.		Classroom learning environment is safe and conducive to learning.
	Varied instructional tools and strategies reflect student needs and learning objectives.		Teacher provides students with timely and conducive feedback.
	Content presented is accurate and grade appropriate.		Instructional time is used effectively.
	Teacher connects lesson to real-life applications.		Routines support learning goals and activities.
	Instruction and lesson activities are accessible and challenging for students		Multiple methods of assessment of student learning are utilized to guide instruction.
	Student behavior is effectively managed and does not hinder instruction.		Students engaged in learning activities.
	Other:		Other:

OBSERVER’S COMMENTS/RECOMMENDATIONS

Observer’s Signature _____

_____ Copy to teacher

Martins Ferry City School District
Final Summative Rating of Teacher Effectiveness Worksheet

Teacher Name _____ Building _____

Evaluator Name _____ Date _____

Note: The information contained on this rating worksheet will be maintained in eTPES as prescribed by the Ohio Department of Education and Ohio Revised Code. The eTPES system calculates and maintains the final summative rating product.

Proficiency on Standards 50%	Ineffective	Developing	Skilled	Accomplished
Cumulative Performance Rating (Holistic Rating using Performance Rubric)				
Areas of reinforcement/refinement:				

Student Growth Data 50%	Below Expected Growth	Expected Growth	Above Expected Growth
Student Growth Measure of Effectiveness			
Areas of reinforcement/refinement:			

Ineffective	Developing	Skilled	Accomplished
Final Summative Overall Rating			

Evaluator signature _____ Date _____

Teacher signature _____ Date _____

- *The signatures above indicate that the teacher and the evaluator have discussed the Summative Rating.*
- *The teacher may provide additional information to the evaluator within 10 working days of the receipt of this form and may request a second conference with the evaluator. Any additional information will become part of the summative record.*

Martins Ferry City School District
Teacher Remediation Plan

Teacher Name _____ Evaluator Name _____

Grade Level/Subject _____ Building _____ School Yr. _____

Section 1: Improvement Statement *List specific areas for improvement as related to the Ohio Standards*

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

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

<i>Beginning Date</i>	<i>Ending Date</i>	<i>Level of Performance Specifically Describe Successful Improvement Target(s)</i>

Section 3: Specific Plan of Action

Describe in detail specific plans of action that must be taken by the teacher to improve his/her performance. Indicate the source of evidence that will be used to document the completion of the improvement plan.

<i>Actions to be Taken</i>	<i>Sources of Evidence that Will be Examined</i>

Section 4: Assistance and Professional Development

<i>Describe in detail specific supports that will be provided as well as opportunities for professional development</i>

Follow up Observation Date (20-50 days) _____

Date for this improvement plan to be evaluated: _____

Teacher signature _____ Date _____

Evaluator signature _____ Date _____

**The evaluator's signature on this form verifies that the proper procedures as detailed in law and contract have been adhered to.*

Martins Ferry School District
Teacher Remediation Plan
Evaluation Plan

Teacher Name _____ Grade Level/Subject _____

School Year _____ Building _____ Date of Evaluation _____

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

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

Comments:

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

Teacher Signature _____

Date _____

Evaluator Signature _____

Date _____

**The evaluator's signature on this form verifies that the proper procedures as detailed in law and contract have been adhered to.*

Teacher Performance Evaluation Rubric

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

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

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

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

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

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

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

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

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