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AGREEMENT

BETWEEN THE

MARIETTA

BOARD OF EDUCATION

AND

THE MARIETTA EDUCATION

ASSOCIATION

JULY 1, 2023 THROUGH JUNE 30, 2026

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ARTICLE I
RECOGNITION AGREEMENT

1.01 The Marietta Board of Education, hereinafter referred to as the "Board," recognizes Marietta Education Association, OEA/NEA, hereinafter referred to as the "Association," as the sole and exclusive bargaining agent for the members of the bargaining unit. The bargaining unit shall consist of all full and regular part-time certificated personnel employed under contract, including classroom teachers, special education teachers, psychologists, guidance counselors, media/technology specialist, and speech pathologists. The Superintendent, principals, assistant principals, other administrators employed under Section 3319.02 of the Ohio Revised Code who spend more than 50% of their time in that capacity, athletic director, casual substitutes, tutors, interns, treasurer, non-certificated personnel and any other confidential, supervisory and management-level employees as defined in Section 4117.01 of the Ohio Revised Code are excluded from the bargaining unit.

1.02 Should the Board create a new position or reallocate duties between or among excluded positions so that their continued exclusion is an issue, the Board and Association, shall meet at the request of either party to attempt to reach agreement concerning the status of the position(s). If no agreement is reached, within fifteen (15) calendar days of the first meeting, the parties shall submit the disputed position(s) to SERB for determination as to inclusion or exclusion. If SERB declines jurisdiction or does not rule on the merits of the unit determination, the Board shall determine at its next regular meeting after receipt of the SERB decision, whether the disputed positions are included or excluded. The Association does not waive its right to negotiate concerning the inclusion or exclusion of the position(s) in bargaining for a successor contract.

ARTICLE II
NEGOTIATIONS PROCEDURE

2.01 Pursuant to Section 4117.14(C)(1) and 4117.14(E) of the Ohio Revised Code, the parties have established the following mutually agreed upon negotiations and dispute resolution procedures which supersede the procedures listed in Section 4117.14(C)(2) - (6) and any other procedures to the contrary. Nothing herein shall be construed as a waiver of the Association's rights provided in 4117.14(D)(2) of the Ohio Revised Code.

2.02 The parties shall be responsible for maintaining their own minutes and may use such means as they, in their sole discretion, determine are appropriate for the keeping of minutes.

2.03 Each negotiating team shall consist of no more than five (5) persons. Each team may have up to three (3) additional persons as observers or consultants at the table from time to time. The composition of the teams shall be at the sole discretion of the respective parties.

2.04 Prior to the completion of each negotiation session, a mutually agreeable time, place and date shall be set for the next negotiations session. The place of the session shall alternate between a place selected by the Association and one selected by the Board, unless otherwise mutually agreed.

2.05 The Board and Association agree to negotiate concerning wages, hours, terms and conditions of employment and the continuation, modification, or deletion of an existing provision of this Agreement.

2.06 The Board and the Association agree to meet and negotiate in good faith. "Good faith" means the obligation of both negotiating teams to meet at reasonable times with the intention of reaching an agreement. The obligation to bargain collectively does not mean either party is compelled to agree to a proposal nor does it require the making of a concession.

2.07 Proposals shall be exchanged by the parties at the first meeting and shall in form and detail specify that to which agreement is sought. Thereafter, new proposals may not be submitted unless mutually agreed by the parties. Topical listings, or so-called "laundry lists," shall constitute a failure to comply with this paragraph and shall be disregarded.

2.08 As negotiation items receive tentative agreement by the parties, each item shall be reduced to writing and initialed by the representatives of each party. Items receiving tentative agreement shall not be altered or changed unless mutually agreed upon by both parties. Nothing shall be construed to prohibit either party from grouping items in making its proposals.

2.09 Upon reaching tentative agreement, the contract shall be presented to the Association for ratification within ten (10) working days. Upon ratification by the Association, the contract shall be presented to the Board for adoption within (10) working days. The respective bargaining teams shall recommend acceptance of the contract.

2.10 If, after forty-five (45) calendar days from the first negotiation session, as defined in Paragraph 2.01 above, the agreement has not been reached on all items under negotiations, either party may call for the services of a mediator from the Federal Mediation and Conciliation Service to assist in negotiations. If one party calls for mediation, the other party shall join in that effort.

2.11 In the event the parties are unable to reach agreement by the expiration of the contract, or a date mutually agreed upon, the terms of this entire agreement and the negotiations provisions thereof shall be deemed exhausted.

2.12 During the term of this contract the parties shall bargain as set forth in Ohio Revised Code 4117.

2.13 Bargaining for the next contract shall take place as set forth in sections 2.01 through 2.11 of this article.

ARTICLE III
BOARD OF EDUCATION RIGHTS

3.01 Except as expressly agreed otherwise in this collective bargaining agreement, the Board hereby retains and reserves all rights and responsibilities conferred upon and invested in it and/or the Superintendent by the laws and Constitution of the State of Ohio, and of the United States to: determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy as the functions and programs of the Board, standards of services, its overall budget, utilization of technology and organization structure; direct, supervise evaluate or hire employees; maintain and improve the efficiency and effectiveness of school operations; determine the overall methods, process, means or personnel by which school operations are to be conducted; suspend, discipline, demote or discharge for just cause or lay off, transfer, assign, schedule, promote or retain employees; determine the adequacy of the work force; determine the overall mission of the school district as an educational unit; effectively manage the work force; take actions to carry out the overall mission of the school district. However, all matters pertaining to wages, hours, terms and conditions of employment, and the continuation, modification or deletion of an existing provision of this Agreement are subject to collective bargaining between the Board and Association.

ARTICLE IV
INDIVIDUAL RIGHTS

4.01 The parties to this agreement jointly pledge that provisions of this agreement shall be applied uniformly to all teaching employees without regard to race, color, religious creed, gender, gender identity, sexual orientation, national origin, age, disability, marital status, veteran status, political affiliation, or union membership/ activism except as provided by Section 4112.02(E) and (L) of the Ohio Revised Code. In addition, no bargaining unit member shall be denied employment or reemployment solely because he or she is married to a person employed by the Marietta City Schools. However, an employee may be assigned, reassigned or transferred because one spouse is, or is going to be, supervising the other.

4.02 Members of the bargaining unit have the right to participate in professional and civic organizations for their personal benefit and interest. Such participation shall be encouraged. Release time shall be granted bargaining unit members if such meetings will benefit school/community relations as determined by the Superintendent. Arrangements for the release will be made by the bargaining unit member, with principal's approval, at no cost to the district.

4.03 Members of the bargaining unit have the right to exercise their constitutional rights of political involvement without fear of reprisal or discipline in any form.

4.04 Any complaints directed toward members of the bargaining unit shall be processed in accordance with Board-adopted policy governing complaints. Such policy will not be amended or revised without giving the Association an opportunity for input prior to the change. Staff member(s) shall be informed of any complaint as early as practicable under the circumstances and, in any event, as soon as the complaint is reduced to writing, at which time he/she shall receive a copy of said complaint.

4.05 Members of the bargaining unit shall abide by all administrative directives and all written Board policies and regulations, provided their personal safety or the well-being of students in their charge will not be threatened and to the extent such policies are not in conflict with this Agreement. A complete copy of the Board policy is available on the district website.

4.06 A bargaining unit member's private and/or personal life is not within the appropriate concern or attention of the Board as a condition of employment or re-employment, unless the bargaining unit member's private life materially interferes with the performance of his/her responsibilities.

4.07 The parties to this Agreement recognize the right of parents, accreditation teams and others to make reasonable classroom visitation for the purpose of observing instruction. The building principal shall notify the bargaining unit member at least twenty-four (24) hours in advance of each visitation. Accreditation team(s) and/or district administrator(s) are exempt from this provision.

ARTICLE V
GRIEVANCE PROCEDURE

5.01 Definitions

5.011 "Administrator" shall mean a person employed by the Board under Section 3319.02 of the Ohio Revised Code who is excluded from the bargaining unit as identified in Article I.

5.012 "Days" shall mean scheduled bargaining unit member work days exclusive of Saturdays, Sundays, vacation periods and holidays during the regular school year. During a summer recess, "days" shall mean weekdays exclusive of Saturdays, Sundays and holidays.

5.013 "Grievance" shall mean a claim that there has been a violation, misinterpretation or misapplication of this Agreement.

5.014 "Grievant" shall mean member(s) of the bargaining unit initiating a grievance. The Association may process grievances signed by more than one bargaining unit member as group grievances. Final disposition of such group grievances shall apply to all bargaining unit members similarly affected, even if such persons did not sign the grievances.

5.015 "Immediate Supervisor" shall mean that administrator having immediate supervisory responsibility over the grievant. In the case of a traveling teacher, immediate supervisor shall mean the principal of the building in which the grievance arose.

5.016 "Appropriate Supervisor" will be the lowest level supervisor with the authority to resolve the grievance.

5.02 Rights of the Grievant and the Association

5.021 The Board shall provide due process to all bargaining unit members in accordance with the Grievance Procedure of this Agreement

5.022 A grievant may at his/her sole discretion be represented by the Association at each step of the grievance procedure.

5.023 The purpose of these procedures is to secure, at the lowest level administrator having authority to resolve the grievance, equitable solutions to grievances.

5.024 Grievances shall be processed in accordance with the time lines set forth.

5.025 A bargaining unit member may have grievances adjusted without intervention of the Association, as long as the adjustment is consistent with the terms of this Agreement. The Association shall be permitted to have a representative present at the adjustment of a grievance and shall receive a written copy of the decision whenever Association representation was not required.

5.026 No bargaining unit member can be represented by any employee organization other than the Association in any grievance initiated under this contract.

5.027 The grievant may withdraw his/her grievance at any level, but that grievance may not be refiled thereafter.

5.028 No records, documents or communications concerning a grievance shall be provided to the public without written notice to the grievant of the requesting person's name, if known, documents provided and the date of the request. All parties agree that grievances will be kept confidential to the extent permitted by state law.

5.029 Any hearing required by this procedure may be waived as to a specific grievance by mutual written agreement of the parties. The grievant shall be given twenty-four (24) hours notice of hearings.

5.030 The Board and Association agree that the grievance procedure shall be the sole and exclusive remedy for the Association and bargaining unit members concerning any alleged violation of any provision of this Agreement, including non-renewal of probationary and auxiliary service contracts.

5.03 Time Limits

5.031 All grievances shall be submitted on authorized grievance forms only. Such forms for processing grievances shall be made available through the administrative offices in each building, the central administration office, and designated officials of the Association including Building Representatives and members of the Association Grievance Committee.

5.032 The number of days indicated at each step in the procedure shall be the maximum unless mutually extended in writing by the parties.

5.033 If the grievant does not present a grievance at step one within fifteen (15) days of the act or condition on which the grievance is based or does not advance the grievance to the next step of the procedure within the specified time limit, the grievance shall be considered waived.

5.034 An administrator's failure at any step of this procedure to communicate his/her written decision on a grievance within the specified time limit entitles the grievant to appeal to the next level.

5.035 All notices of hearings, dispositions of grievances, written grievances and appeals shall be in writing and hand delivered or mailed by certified mail, return receipt requested.

5.036 Grievance hearings at all levels shall be at a time and place which will afford a reasonable opportunity for all persons involved to attend, but not during regularly scheduled school hours whenever possible. If a grievance is processed during the grievant's summer recess, the hearing shall take place between 9:00 a.m. and 4:00 p.m.

5.037 When a Step III hearing cannot be scheduled outside the regular work day, adequate released time with full pay and a substitute shall be provided for the grievant, the Association representative chosen by the grievant to represent him/her in the hearings, and a maximum of two (2) witnesses who must be present to give testimony. Other bargaining unit witnesses shall be permitted to be released without pay for the time needed to testify. The Association shall give the Board at least five (5) days advance notice of those bargaining unit members who are requesting to be released. Witnesses shall only be released if qualified substitutes are available.

5.04 Grievance Procedure

5.041 Informal Procedure:

A member of the bargaining unit with a grievance shall first discuss the grievance with his/her immediate supervisor to attempt to resolve the matter informally.

5.042 Formal Procedure:

Step I. If the grievance is not resolved within five (5) days of the informal step, it may be pursued further by submitting a completed Grievance Report Form, Step I, in triplicate. Copies of this form shall be submitted by the grievant to the appropriate supervisor. Within five (5) days of the receipt of the Grievance Report Form, the appropriate supervisor shall meet with the grievant. The appropriate supervisor shall write a disposition of the grievance within five (5) days after such meeting by completing Step I of the grievance Report Form and returning a copy to the grievant and the Superintendent.

Step II. If the grievant is not satisfied with the disposition of the grievance in Step I, the grievant shall, within five (5) days of such disposition, complete Grievance Report Form, Step II, and submit same to the Superintendent or his/her designee, who shall within five (5) days meet with the grievant. In the event that the appropriate supervisor in Step I is the Superintendent, and the grievant is not satisfied with the disposition of the grievance in Step I, the grievance shall proceed to Step III. Within five (5) days of this meeting, the Superintendent or his/her designee shall write his/her disposition of the grievance, by completing his/her portion of the form, forwarding a copy to the grievant, the Association and the immediate supervisor.

Step III. If both the Association and grievant are not satisfied with the disposition of the grievance at Step II, the grievant may request a hearing before an arbitrator by completing Grievance Report Form, Step III. The grievant's request for arbitration shall be made within five (5) days to AAA following either the receipt of the disposition of grievance or the lapse of twenty (20) days following the grievant's submission of the Grievance Report Form to the Superintendent under Step II, whichever occurs first. The grievant's request for arbitration shall be sent by certified mail with return receipt requested to the Superintendent. The grievant or his/her designated representative shall petition the American Arbitration Association (AAA) to provide both parties with a list of nine (9) names from which an arbitrator will be selected in accordance with the rules of the AAA. If an arbitrator is not selected from the first list, the parties will obtain additional lists from the AAA until an arbitrator is selected.

Once the arbitrator has been selected, he/she shall conduct a hearing on the grievance in accordance with the rules and regulations of the AAA.

The arbitrator shall hold the necessary hearing promptly and issue the decision within such time as may be agreed upon. The decision shall be in writing and a copy sent to all parties present at the hearing. The decision of the arbitrator shall be final and binding on the Board, the Association and the grievant.

The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this collective bargaining contract, nor add to, detract from or modify the language therein in arriving at his/her decision concerning any issue presented that is proper within the limitations expressed herein. The arbitrator shall confine himself/herself to the issue(s) submitted for arbitration and shall have no authority to decide any other issue(s) not so submitted to him/her or to submit observations or declarations are not directly essential in reaching his/her decision.

The arbitrator shall in no way interfere with applicable law, and rules and regulations having the force and effect of law, nor render a decision which conflicts with Federal or State law.

The costs of the arbitrator shall be borne equally. The arbitrator's decision, if within the limitations of his/her authority, may only be appealed in accordance with Chapter 2711 of the Ohio Revised Code.

ARTICLE VI
PLANNING TIME

6.01 Full-time elementary teachers (K-6) shall be guaranteed forty (40) uninterrupted minutes daily planning time. In the event a substitute is unavailable for a special teacher (art, music, library and physical education) the regular classroom teacher will keep his/her students and be reimbursed at the rate established in Section 6.03. For full-time classroom teachers in grades 7-12, the planning time shall consist of five (5) periods per week, each period to be no shorter than forty-five (45) minutes. Neither a teacher's duty-free lunch period nor recess shall count as planning time. Planning time for kindergarten teachers may occur without the students going to art, music, or physical education classes as long as other terms of the contract are met.

6.02 A bargaining unit member's planning time will be utilized to perform professional duties, including development of lesson plans, grading papers, assisting pupils, system wide testing, conferences with parents and/or administrators, including evaluation conferences and intervention meetings, as mutually arranged. Conferences set by the administration will not exceed two (2) in any given twenty (20) day instructional period that shall begin annually with the first day of instruction.

6.03 Bargaining unit members may be asked to substitute for other bargaining unit members during regular scheduled planning periods. If no teacher accepts subbing during planning, the building administrator will use a rotation for pulling teachers from regularly scheduled duties (i.e. Title One, Tier II, Intervention Specialist). The rotation will be established at the beginning of each school year and maintained by the building principal. Bargaining unit members covering classes shall be compensated at $30 per period.

6.04 Anytime a bargaining unit member is unable to utilize their daily planning time due to required professional development, required school meetings or any other school related event, such bargaining unit members shall be compensated $30 for the loss of said member's planning period.

ARTICLE VII
SCHOOL YEAR, SCHOOL DAY, AND PROFESSIONAL MEETINGS

7.01 School Year

7.011 The length of each school year shall not exceed 184 days.

7.012 The school year shall include two (2) days before the school year begins for a combination of one (1) day of in-service and one (1) day of classroom preparation. Building principals shall schedule the activities before the school year begins. He/she shall call building and department meetings as necessary, but shall maximize the time spent on in-service and classroom preparation.

7.013 The school year shall include four (4) days, one (1) day at the end of each nine weeks period for preparations of grades and records. There will be no required department meetings or building meetings held on these four (4) days."

7.014 The school year shall include 2 days for parent-teacher conferences for all bargaining unit members. Since release time is granted by the State, each bargaining unit member should utilize the time for the purpose of communication with parents. This time may be used for face-to-face meetings with parents, telephone conferences, related paperwork or other communication with parents or staff.

7.015 On or before March 15th each year, the bargaining unit will vote on proposed calendars for the following school year developed by the School Calendar Committee. The calendar receiving the most votes shall be recommended to the Board for adoption. This provision does not preclude other staff from voting on the calendar.

7.016 The Building Leadership Team (BLT) in each building will meet together and determine dates and times for the calendar days scheduled as parent conferences.

7.02 School Day

7.021 The length of the school day, during which teachers will be in attendance in their buildings, shall be seven (7) hours and fifteen (15) minutes. During the term of this Agreement student contact time shall not be increased.

7.022 Bargaining unit members shall be required to attend no more than eight (8) building staff meetings in any given year excluding the meetings identified in 7.012. No one meeting will exceed forty-five (45) minutes. Such building staff meetings shall require a minimum of seventy-two (72) hours written notice to bargaining unit members prior to the building level meeting except for extreme necessity or emergency. The first two (2) teacher in-service days annually are excluded. After school meetings shall begin no later than fifteen (15) minutes after student dismissal.

7.023 The District Leadership Team (DLT) and/or BLT in each building may call up to four (4) additional meetings per year. Teachers will be paid twenty dollars ($20.00) per hour for such meetings external to the school day.

7.024 A bargaining unit member's thirty (30) minute lunch period in grades K-5 and forty (40) minute lunch period in grades 6-12 shall be uninterrupted and duty-free.

7.025 Bargaining unit members shall be free to leave the school grounds during their designated lunch period.

7.026 Every attempt will be made to notify in writing physical education teachers twenty-four (24) hours in advance by building level principals regarding changes in the instructional facilities. Notification must be served before instructor leaves building in which the change will occur.

7.027 "Pupil contact time" is defined as the time when pupils begin their instructional day and through pupil dismissal.

7.03 Professional and In-Service Meetings

7.031 Opening day in-service is mandatory without prior administrative permission, sick leave not withstanding.

7.04 Emergency Closing of Schools

7.041 If the schools are closed for weather emergency and/or other good cause for more than five (5) days during a school year, bargaining unit members will receive no additional compensation for any time which the Board may schedule as make-up days/hours.

7.05 Teachers will not be responsible for classroom duties while conducting individual diagnostic testing.

7.06 The number of instructional hours for students in grades K-6 must total no less than nine hundred and ten (910) hours per year. The number of instructional hours for students in grades 7-12 must total no less than one thousand and one (1,001) hours per year. Two (2) days of Professional Development and two (2) days of Parent/Teacher Conferences may count toward student time.

ARTICLE VIII
FREE ADMISSION TO SCHOOL ACTIVITIES

8.01 Bargaining unit members, their spouses and their dependents when accompanied by the bargaining unit member shall have free admission to all home school activities.

ARTICLE IX
NON-RENEWAL

9.01 The regular limited contract of a bargaining unit member not in the resident educator program who has completed a probationary period of two years shall not be non-renewed without just cause. A teacher in the Resident Educator program will be considered a probationary employee until completion of the Resident Educator program. The Superintendent shall give the unit member the reason(s) for his/her recommending the non-renewal of his/her contract in writing prior to the Board's action. The bargaining unit member shall have an opportunity to meet with the Superintendent to discuss the recommendation prior to the Board's action.

9.02 Grievances concerning non-renewal of non-probationary bargaining unit members will be submitted at Step 3 of the Grievance Procedure within fifteen (15) days after receipt of notice of the Board of Education's action.

9.03 Section 9.01 shall not apply to: (a) non-renewals of the contracts of probationary bargaining unit members (b) Auxiliary Service Personnel; or (c) to the non-renewal of supplemental or extended service contracts.

A. Supplemental and extended service contracts shall expire automatically. Notice of non renewal of extended service and supplemental contract shall not be required. Notice of non-renewal of all other limited contracts shall be given no later than June 1.

B. Administrative and Board action regarding non-renewal of probationary employees or Auxiliary Service Personnel shall not be subject to the grievance procedure.

C. Non-renewal of supplemental and extended service contracts shall not be grievable or appealable in court.

9.04 No probationary employee shall have a right to file a grievance on the grounds of content of evaluation instrument or lack of procedural compliance in accordance with Article XIV.

ARTICLE X
LEAVES

10.01 Jury Duty/Witness Leave

A bargaining unit member who has to accept jury duty or is subpoenaed in a work-related case shall be granted leave. The bargaining unit member shall remit any fees paid to her/him to the treasurer, and will be paid her/his regular per diem rate. Such leave will not be deducted from any other type of leave. Bargaining unit members must report back to work if not selected for jury duty or when dismissed from court prior to 12 noon.

10.02 Maternity/Paternity/Adoption Leave

10.021 Non-Paid

Leave without pay for a period not to extend beyond two (2) years shall be granted teachers requesting maternity/paternity/adoption leave. The dates established for the beginning and ending of such leave shall be filed with the principal at least thirty (30) days prior to the beginning of the requested leave except that this provision may be waived by the Superintendent. The thirty (30) day notice period shall be waived in the case of adoption when the member has less than thirty (30) days notice from the party arranging the adoption. In that event, a leave application for adoption leave shall be submitted as soon as possible.

10.022 Paid Adoption Leave

A bargaining unit member who adopts a child may take paid adoption leave for a period not to exceed thirty (30) work days. Absence for adoption leave will be deducted from sick leave.

10.023 Paid Maternity Leave

Upon the birth of a child, a bargaining unit member mother may utilize paid sick leave for the care of her newborn child up to the number of available sick leave days said member has available.

This Article shall supersede language in Article 10.038.

This leave shall not fall under the parameters of extended leave as stated in Article 10.091.

10.024 Paid Paternity Leave

Upon the birth of a child, a bargaining unit member father may utilize paid sick leave for the care of his newborn child up to a maximum of 30 workdays.

This Article shall supersede language in Article 10.038.

This leave shall not fall under the parameters of extended leave as stated in Article 10.091.

10.03 Sick Leave

10.031 Sick leave shall accrue at the rate of one and one-quarter (1-1/4) days per month or fifteen (15) days per year. A bargaining unit member without accrued sick leave or personal leave shall be advanced up to five (5) days of paid sick leave to be chargeable against future accruals. This shall not occur more than once annually. Bargaining unit members who have a negative accrual of sick leave at the point of separation of employment with the school district shall have deducted from their final pay an amount equal to their per diem times any sick leave days that have been advanced to the employee.

10.032 Sick leave days may be used for personal illness, injury, illness or disability due to pregnancy, exposure to contagious disease which could be communicated to other employees, and illness or death in the immediate family. Employee's immediate family shall include: spouse, children (foster and adopted), mother, father, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparents, grandchildren and any person who lives with an employee as a member of the employee's family. This also includes individuals for whom the employee is current legal guardian.

10.033 Sick leave shall be computed on the basis of the bargaining unit member's contract year.

10.034 A bargaining unit member may accumulate a maximum of 260 days sick leave.

10.035 New bargaining unit members shall receive credit for all sick leave accumulated under Sections 124.38 and 3319.141, Ohio Revised Code, up to 200 days in any elementary or secondary school chartered by a State Department of Education or other Ohio public employment, provided the unit member was employed by the Marietta City Schools within ten (10) years of his/her last termination of public service. The new bargaining unit member shall supply the Treasurer with a certified record of the accumulated sick leave from the former employer.

10.036 Each part-time bargaining unit member will accumulate the number of sick leave days on a pro rata basis, based on time actually worked.

10.037 Bereavement: In the case of death in the immediate family, as defined in Section 10.032, or death of a foster parent, guardian, children-in-law or grandchildren of the bargaining unit member, the member may have up to three (3) days leave. At the discretion of the Superintendent, this period may be extended due to such extenuating circumstances as distance, unusual family responsibilities and personal responsibilities. The first two (2) days of absence for bereavement shall not be deducted from sick leave.

10.038 The superintendent or principal may request a physician's statement justifying the use of sick leave for personal illness on any staff professional development day, or after four (4) consecutive days, or twelve (12) non-consecutive, non-excused days of sick leave has been utilized per school year. After the twelfth day of unexcused absence the superintendent will hold an attendance conference with the staff member.

10.0381 Sick Leave Donation Program

1. A committee comprised of the Superintendent or his/her designee, the President of the Union or designee, the Treasurer or designee, one administrator, and two (2) Union members chosen by the Union President, shall administer sick leave donations. The Committee shall develop the approved form and shall approve applications at its discretion using guidelines developed by the committee. A majority vote of the committee is required for approval of the application.

2. Bargaining unit members who have been employed at least three (3) months and have exhausted all of their paid leave accumulation, may request additional sick leave days be transferred to his/her leave account for a catastrophic or debilitating illness or injury, to themselves, their spouse, or children or parents.

3. A request form will be required to be submitted to the Union President or his/her designee and shall contain, at a minimum, the following information:

   a. Name of the employee requesting the leave.
   b. Number of years employed by the school district.
   c. Classification and building assignment.
   d. Number of days needed based on supporting medical documentation.
   e. Reason for the need.

Requests must be made as soon as the need is expected, but at a minimum five (5) days prior to the beginning of the pay period when the days are needed by the employee.

4. The members shall be required to provide documentation to the Committee from the attending physician including, but not limited to, the estimated duration of the catastrophic illness, schedule of treatment and follow up appointments and the need for the member to provide daily caregiving services to the spouse. Members will be required to provide a medical release stating he/she can return to their regular duties prior to reporting back to work for his/her own serious injury or catastrophic illness.

5. Approved bargaining unit members shall be granted up to a maximum of twenty (20) donated days upon submission of proper documentation. Donated sick leave must be used by the employee in full day increments. The member shall not be required to pay back the donated days. Members are only eligible for one (1) sick leave donation within a two-year fiscal period.

6. Once the request is made by the employee, the Union President or designee will issue a request for donations to the membership. The member requesting the donation shall not be identified.

7. Each member may donate no more than one (1) day per application for a maximum of four (4) days per fiscal year. Members must have at least thirty (30) days of accrued but unused in order to be eligible to donate. Donation forms must be signed and dated by the donor. Original forms must be sent to the District Treasurer's Office to be processed with the applicable payroll. The Payroll Manager will deduct the number of donated dates from the donor and transfer those days to the affected member.

8. It is the member's responsibility to be aware of the pay periods and when they have exhausted their leave. Should the request for donations not be made in a timely manner to allow for the process to be completed within the applicable pay period, the Treasurer's Office has the authority to not issue pay (dock) for those days absent when no leave is available to the member.

9. The recipient of the donated sick leave days will continue to (earn) sick leave days. Donated days will not be used in the calculation of any applicable severance or balance transfer to another employer.

10. Absences due to medical treatment of alcohol and/or substance abuse shall be considered an applicable reason to apply for sick leave donation.

11. The decision of the Sick Leave Donation Committee is final and not subject to the grievance procedure. The Union will defend and hold the Board harmless against claims by a bargaining unit member against the Board relating to the administration of the sick leave donation program.

10.04 Assault Leave

10.041 Any member of the bargaining unit physically assaulted and thereby disabled while in school or while on duty at a school-sponsored event shall be permitted to consult his/her physician. Upon the written recommendation of the bargaining unit member's physician, the unit member shall be permitted to use assault leave with full pay and benefits for a period not to exceed sixty (60) school days. This leave will not be deducted from the unit member's sick leave. Payment shall not exceed the unit member's regular per diem rate less workers' compensation.

10.042 "Physical assault" is defined as any incident which results in personal injury as defined in Ohio Revised Code, Section 3319.141 to a member of the bargaining unit during the course of employment and as a direct result of an intentional physical touching by another person.

10.05 Sabbatical Leave

10.051 A bargaining unit member may, with the approval of the Sabbatical Committee, be entitled to take a leave of absence with part pay, or one or two semesters subject to the requirements of these provisions: The bargaining unit member shall submit to the Committee a plan for professional growth prior to such a grant of permission, and at the conclusion of the leave and subsequently provide evidence that the plan was followed. Application for sabbatical leave shall be submitted and approved no later than the April 1 prior to the school year it is to be taken. The Committee shall notify each applicant by April 30 whether his/her application was approved. If the application was denied, the reasons shall be stated.

10.052 Sabbatical Leave is subject to the following conditions and restrictions:

10.0521 No leave will be granted unless there is available a certificated substitute.

10.0522 No leave will be granted to more than five percent (5%) of the professional staff at any one time.

10.0523 No part salary in excess of the difference between the substitute's pay and the bargaining unit member's expected salary will be allowed. One (1) year of leave shall be considered a year for salary schedule advancement.

10.0524 No leave longer than one (1) school year will be granted.

10.0525 No leave will be granted to any bargaining unit member more often than once for each five (5) years of service.

10.0526 No leave will be granted a second time to the same individual when other members of the staff have filed a request for such leave.

10.0527 The bargaining unit member shall return to the District for a period of at least one year. Upon returning to service the bargaining unit member will be assigned to the same position he/she held before the leave, if available, or a position for which the member is certificated. Failure to return for at least one (1) year will result in the employee being obligated to repay the District the amount of compensation/benefits the employee received while on sabbatical leave, unless there are extenuating circumstances.

10.0528 Bargaining unit members on sabbatical leave shall retain all previous seniority and shall continue to accumulate seniority while on sabbatical leave.

10.0529 Insurance premium will remain at the Board of Education agreed upon share.

10.06 Medical Leave

10.061 Medical leave of absence (unpaid) will be granted upon proper application of a bargaining unit member who has exhausted his/her accumulated sick leave and is still unable to return to work.

10.062 Such leave will commence on the day that accumulated sick leave is exhausted and the bargaining unit member has no earnings due.

10.063 Such leave will be for not less than the balance of the current school year or current school semester, whichever is shorter, and will not exceed a maximum period of two (2) consecutive school years in addition to the remainder of the semester during which it commences.

10.064 Leaves of shorter duration may be granted upon the submission of a physician's certificate indicating both the necessity for such leave and the reasonable expectancy of an anticipated return within thirty (30) days.

10.065 If a bargaining unit member on short-term medical leave under 10.064 above is unable to return to full-time responsibilities within the thirty (30) day period prescribed, he/she shall request regular long term medical leave.

10.066 Upon qualifying for a regular long-term medical leave, a bargaining unit member shall be paid in full the balance due him/her in his/her last check, less the deductions previously authorized.

10.067 A bargaining unit member on medical leave who intends to return to work at the beginning of the next school year shall file an application for reinstatement by April 1 of the preceding school year. Such application shall be accompanied by a physician's statement indicating that the bargaining unit member is or may be reasonably capable of returning to work.

10.068 A bargaining unit member on medical leave of absence who desires to return to work prior to the beginning of the next school year or semester may inform the Superintendent in writing of such interest, which may be accompanied by a doctor's certificate indicating that the bargaining unit member's medical condition is such that all assigned duties can be resumed. The determination to re-employ will be exercised as soon as practicable and will not be unreasonably withheld.

10.069 All bargaining unit members' insurance benefits shall continue to be paid while on medical leave as it was paid when the employee was working pursuant to this provision in the amount contractually required, based on the following formula:

0-3 years in the district ---------- 3 months insurance
4-6 years in the district ---------- 6 months insurance
7-9 years in the district ---------- 9 months insurance
10 years and over in the district ---- 12 months insurance

The employee must pay his/her portion of the insurance premium for the benefits during his/her leave as provided in section 10.09 below.

10.07 Professional Leave

10.071 A bargaining unit member may request a leave of absence without pay for one (1) year for educational purposes or professional purposes.

10.072 Any bargaining unit member granted such leave who changes plans before the leave commences shall notify the Superintendent, in writing, not later than sixty (60) calendar days prior to the commencement of such leave.

10.073 A bargaining unit member on a leave of absence who wishes to return before the leave of absence has expired shall notify the Superintendent in writing. The Board shall act on such request at the next regular Board meeting after receipt of such requests.

10.074 No leave of absence for other work shall be granted to a bargaining unit member except in such cases where the other work is of a vocational type to further increase the efficiency of the individual in the system's schools upon return from such leave.

10.075 At the onset of Professional Leave, the full cost of the insurance premium becomes the responsibility of the employee.

10.08 Military Leave

Military leave will be granted to bargaining unit members as provided in the Ohio Revised Code.

10.09 General Provisions for Extended Leaves (Extended Leaves: Medical, Sabbatical, Professional, Maternity/Paternity/Adoption and Military)

10.091 Individuals on approved extended leaves shall not accumulate sick leave but may continue their group insurance benefits for the duration of the leave, provided they reimburse the Board for their premium costs. Such reimbursement must be delivered to the Treasurer, in advance, by the 15th day of the first full calendar month following commencement of the leave. Failure to forward the premium at the stipulated time will terminate the benefit.

10.092 A member returning from an authorized extended leave shall resume the limited or continuing contract status he/she held prior to the leave.

10.093 Members on extended leave may be reduced in force as provided by Article XXV.

10.10 Personal Leave

10.101 All bargaining unit members shall receive four (4) school calendar days with pay for personal leave upon proper application. Personal leave days are not cumulative; however, bargaining unit members may roll a maximum of one (1) unused personal leave day to the following year to give the members five (5) personal days the following year.

10.102 Not more than ten percent (10%) of the bargaining unit members of a building shall be granted a personal leave day on any given day without prior administrative approval. The ten percent (10%) limitation shall apply to traveling teachers as a group. (Art, physical education, music, speech & hearing therapist.)

10.103 The school calendar shall be used to establish a twelve-month period for use purposes. Personal leave days shall be requested through AESOP. The Treasurer of the Board shall be authorized to make proper payroll deductions for any unauthorized use of personal leave.

10.104 Personal leave requests should be submitted, through AESOP, at least three (3) days prior to use so as to give school officials ample time to obtain a replacement for the position.

10.105 Personal leave days shall not be used during the last seven (7) days of the school calendar without prior approval of the Superintendent.

10.11 Professional Meeting(s)

10.111 Bargaining unit members will be permitted to attend upon application one (1) professional meeting up to two (2) days in length per year with administrative approval. Should a substitute be required, such cost will be borne by the Board.

10.112 A minimum of $6,000 per fiscal year during the life of this contract will be allocated for the following expenses incurred at such professional meetings: registration, food, lodging and travel. At the end of each fiscal year the number of bargaining unit members using such leave will be divided into the allocated monies. Each bargaining unit member will receive in a separate check the amount of reimbursement provided by the preceding calculation. However, the amount of reimbursement shall not exceed actual expenses. Employees must submit receipts to receive reimbursement.

10.113 Bargaining unit members who attend professional meeting(s) that are paid by funds other than this provision shall not qualify for reimbursement under this provision. Such meeting shall not be considered to constitute a professional meeting under this provision. Bargaining unit member utilizing this section will not be subject to the restrictions set forth in 10.112.

10.12 Falsification of either a signed statement or a physician's certificate is grounds for suspension or termination of employment.

10.13 Family and Medical Leave

10.131 All bargaining unit members shall be entitled to up to twelve (12) weeks of leave in any twelve month period for treatment of their own serious medical condition, the care of a spouse, child or parent with a serious medical condition, or the birth of a child or the placement of a child for adoption or foster care, in accordance with the Federal Family and Medical Leave Act.

10.132 For purposes of calculating the amount of leave available to a bargaining unit member, a rolling twelve-month period, measured backward from the date leave is taken, shall be used.

10.133 If leave is foreseeable, the bargaining unit member shall give the Board thirty (30) days of notice of the need to take the leave. The bargaining unit member should make reasonable efforts to schedule medical treatments so as not to unduly disrupt the Board's operations. If advanced notice is impossible, the bargaining unit member shall give the Board as much notice as is practicable.

10.134 Bargaining unit members must substitute any accrued paid leave under Sections 10.03 or 10.04 or unpaid leave under Sections 10.02 or 10.06 of this Agreement for family and medical leave. Substituted paid and unpaid leave will count toward the bargaining unit member's twelve-week allotment of family and medical leave.

10.135 If medically necessary, a bargaining unit member may use his/her family and medical leave on an intermittent basis, by taking leaves of less than a day or working a reduced work week. A bargaining unit member may request a temporary transfer to a position with equivalent pay and benefits if the new position better accommodates the bargaining unit member's leave schedule. Only the actual time which a bargaining unit member misses due to family or medical leave will be applied to the twelve-week limit.

10.136 While on family and medical leave, the Board will continue to maintain the bargaining unit member on the Board's health insurance plan and continue to pay its share of the bargaining unit member's health insurance premiums. Health insurance benefits provided under Section 10.069 shall be substituted for the benefits under this section, if applicable.

10.137 When a bargaining unit member returns from family and medical leave, the bargaining unit member shall be restored to his/her prior position or an equivalent position which has duties, terms and conditions, and privileges which correspond to the prior position. However, a bargaining unit member returning from family and medical leave will have no greater right to a position than if he/she had not taken the leave.

10.138 Bargaining unit members requesting family and medical leave shall present a written certification of the need to take family and medical leave within fifteen (15) days of requesting such leave. The Board may, at its expense, require the bargaining unit member to obtain a second opinion by a physician designated by the Board. If the two opinions differ, then the Board can require a third opinion, at its expense, from a health care provider mutually agreed upon by the Board and bargaining unit member. The third opinion shall be final and binding.

10.139 These provisions shall be interpreted and applied consistent with the Federal Family Medical Leave Act and its implementing regulations.

10.14 Sick Leave and Personal Leave Incentive

Any bargaining unit member who takes neither sick leave nor personal leave the preceding school year will receive six-hundred dollars ($600).

When no sick leave is used, the bargaining unit member will receive one (1) additional personal leave day during the following school year, which must be used during that year or cashed in for two-hundred dollars ($200).

Any bargaining unit member who takes up to one (1) sick leave day and no personal leave days, or no sick leave days and one (1) personal leave day shall receive five-hundred dollars ($500). Any bargaining unit member who takes only one-half (.5) sick leave day and one-half (.5) personal leave day shall also receive this incentive.

Any bargaining unit member who misses only two (2) days because of sick leave and/or personal leave shall receive three-hundred dollars ($300).

Any bargaining unit member who does not qualify for any of the above incentives, may cash in any unused personal leave for two-hundred dollars ($200).

Said incentives will be paid in July after the end of the applicable contract year.

10.15 Religious Leave

A bargaining unit member may be granted leave with loss of pay, with prior approval of the superintendent, for observance of religious holidays if those holidays cannot be observed outside the regular school hours. Requests for such leave must be submitted in writing to the superintendent at least three (3) working days prior to the religious holiday.

ARTICLE XI
CLASS SIZE

11.01 The requirements of State minimum educational standards shall be followed in regard to elementary and secondary class size.

11.02 The Association President shall receive a copy of a comprehensive class size report for grades K-12 which the Superintendent submits to the Board on or before the 10th student day of the first and second semester.

11.03 The administration will endeavor to the extent possible to distribute students and faculty evenly consistent with the demands for, and conflict with, particular courses and grade levels and the maintenance of neighborhood schools.

11.04 When special education students are assigned to any class, other than special education class, all reasonable efforts will be given to the equal distribution of these students into grade level appropriate classes.

In instances where the grade level appropriate accommodation cannot be made, the affected bargaining unit members will be informed, in writing, why this cannot be accomplished, upon request of the bargaining unit member.

11.05 The Building Leadership Team (BLT) in each building will meet as needed to examine and make recommendations to solve problems related to class size and composition.

ARTICLE XII
COMMITTEES

12.01 The following committees shall be appointed by the Association and the Superintendent as needed:

12.011: Sabbatical Committee
12.012: Calendar Committee
12.013: OTES Committee
12.014: Health Care and Wellness Committee
12.015: Safety Committee
12.016: Other Committees shall be appointed in the same manner as needed.

12.02 The Association shall appoint at least one-half (1/2) of the membership of each of the above committees. Except for the calendar committee which shall have one (1) additional member representing the classified staff.

12.03 The membership of each committee shall elect a chairperson and any other committee officers which the membership deems necessary.

12.04 Bargaining unit members serving on, but not limited to, the following committees shall either be granted released time with pay or shall be paid $30.00 per hour for time actually spent attending committee meetings. If compensation or released time is not available, the committee shall be dissolved until funds for compensation or released time are available.

12.041: Course of Study/Textbook Adoption Committee
12.042: Building Leadership Team (BLT)
12.043: District Leadership Team (DLT)
12.044: Calendar Committee
12.045: OTES Committee
12.046: Health Care and Wellness Committee
12.047: Safety Committee
12.048: Other Committees shall be appointed in the same manner as needed.

ARTICLE XIII
TRANSFERS, VACANCIES, AND NEW POSITIONS

13.01 A "vacancy" shall be defined as those bargaining unit positions which need to be filled due to resignation, retirement, death, termination, non-renewal, transfer, RIF, promotion, or creation of a new position in the bargaining unit. The Superintendent and Board shall determine when a vacancy exists, whether it shall be filled and when the vacancy shall be filled. When a vacancy exists, the position(s) shall be posted six (6) workdays following one (1) or more of the aforementioned conditions. This procedure does not apply to voluntary reassignment of a bargaining unit member within a building.

13.02 A "new position" shall be defined as any bargaining unit position for which no salary and/or position existed the immediate preceding semester.

13.03 The administration will post in each building and on the district intranet all bargaining unit vacancies and/or new positions for six (6) workdays**.**

13.04 Each posting will contain the following information: Certification requirement(s), grade level(s), and subject area(s) when applicable, building assignment(s) and deadline for application.

13.05 Vacancies occurring between the last classroom teacher work day and the first teacher work day in the ensuing school year shall be sent electronically. The standard posting information will be included. The administration will post in each building and on the district intranet all bargaining unit vacancies and/or new positions.

13.06 No vacancy/new position will be filled until six (6) work days following the posting, postmark (of the mailing to bargaining unit members) or phone message, except as listed in 13.061.

13.061 Vacancies occurring within ten (10) workdays before or ten (10) workdays after the first teacher workday may be filled after seventy-two (72) hours. The standard posting information will shared through school email and through the district's website. No vacancy/new position will be filled until twenty-four (24) hours following this posting.

13.07 Bargaining unit members will apply to fill vacancies/new positions through the office of the Superintendent.

13.08 The Superintendent will determine which applicant will be awarded the vacancy/new position. No applicant shall be awarded the vacancy until all internal applicants have been screened, in accordance with 13.102 of this Article, and, in the Superintendent's judgment, using seniority, certification/licensure, past experience, performance, degree level and specialized training, the best person has been selected for the position.

13.09 The administration will notify, in writing, those bargaining unit members not selected immediately following Board action.

13.10 Voluntary Transfers

Bargaining unit members who wish to transfer into a vacancy or new position may apply to the Superintendent.

13.101 Applications for such voluntary transfer of positions will include the grade(s) and/or subject(s) to which the bargaining unit member desires to be reassigned in order of preference. Such applications will also include the building(s) to which he/she desires to be transferred in order of preference.

13.102 A bargaining unit member who requests a voluntary transfer through the proper application procedure shall be considered first for any vacancies or new positions within his/her building. Special teachers (art, music, phys. Ed.) who request a voluntary transfer through the proper application procedure shall be considered first for any vacancies on the elementary specials teams (art, music, phys. Ed). If an applicant is selected from within the building or special teams (art, music, phys. Ed.) then applicants from outside the building need not be considered. No interviews will be conducted of bargaining unit members from other buildings until all interested bargaining unit members assigned to the building or special teams (art, music, phys. Ed.) have been interviewed and considered.

13.103 Interviews of non-bargaining unit applicants shall not take place until all interested and certificated bargaining unit members have been interviewed and considered. Bargaining unit members awarded positions shall assume the positions no later than the start of the next school year as determined by the Superintendent.

13.104 Should a bargaining unit member not be awarded a vacancy, he/she shall have the right to discuss with the building principal and/or supervisor the specific reasons within ten (10) calendar days (unless extended by mutual agreement). The teacher shall have the right to be accompanied by an individual of his/her choice.

13.105 The applicant must be properly certificated in accordance with the State Department of Education, Division of Certification and meet all other requirements for the position. Such other requirements shall be listed in the job posting.

13.11 Involuntary Transfers

Definition: An involuntary transfer is a change in assignment for a bargaining unit member from one building to another or in the case of special teachers (art, music, and physical education), a change from one team to another. This involuntary transfer may occur when a position is not filled by posting and when there are no overall vacancies in the district that will result in new hires.

13.111 The involuntary transfer will occur from a building with additional staff from those bargaining unit members with proper certification. The following guidelines will govern the procedure.

1. The bargaining unit member with the least district seniority will be transferred.

2. In the event of a tie, it will be decided by the toss of a coin in the presence of the parties to the tie.

3. Seniority will be calculated according to Article XXV.

13.112 A conference shall be held between the bargaining unit member (who is reassigned through involuntary transfer) and the building principal. During such conference, written reason(s) shall be presented for the involuntary transfer and shall be carefully explained by the building principal. Such reasons shall not be arbitrary or capricious.

13.113 Any bargaining unit member who has at least a 50% change in an involuntary assignment from the previous year and is notified after June 30th shall receive five (5) days compensation at $50.00 per day.

13.12 Any bargaining unit member who is issued a change in assignment after June 30 will receive five (5) days compensation at $50.00 per day.

A change in assignment is defined as a fifty percent (50%) change in the bargaining unit member's assignment from one building to another building, grade level, course, course level and subject.

13.13 Building Closing/District Reorganization

13.131 When a building is closed or classes are moved to another building because of district reorganization, the following procedure will apply. Positions affected shall not be treated as vacancies pursuant to section 13.01 and the procedure in section 13.01 to 13.13 shall not apply.

13.132 Bargaining unit members affected by a building closing or district reorganization shall be informed ten (10) working days following Board action. Such notice shall include all bargaining unit positions which have been reassigned to a different building, grade level, or required certification in subject area(s).

13.133 Each affected bargaining unit member shall apply for the position(s) the member desires stating the order of his/her preference. The application shall include the building location of the position(s) the unit member desires. In making transfers, preference shall be given to the applicant with the greatest seniority who previously was assigned to the position before it moved to another building.

13.14 Job Sharing

Bargaining unit members who are qualified and certified for the same position may be granted, with the approval of the Superintendent, the opportunity to share a teaching position (for the full school year). The Superintendent shall take into consideration factors which include, but are not limited to: the needs of the District, the educational program, grade level, subject matter, schedules and compatibility (including compatibility of teacher styles) of the participants. Bargaining unit members shall not be required to engage in the job sharing program. Rather, only those who volunteer are eligible to participate.

Bargaining unit members who share a job shall each be credited with one-half (1/2) year of seniority and one-half (1/2) year of credit for salary schedule placement purposes. Each bargaining unit member shall have the option each year of a job share of receiving any fringe benefits such as hospitalization, dental, etc., with the Board paying a portion of the single or family premium, as appropriate, prorated to the amount of time worked by the individual employee holding the job sharing position. If one of two bargaining unit member sharing a position waives insurance coverage, the other bargaining unit member may request and shall receive the insurance he/she opts for in accordance with Article XIX. The Board's contribution on behalf of both employees in a job sharing position shall not exceed 100% of the Board of Education's share of a family premium.

Participating bargaining unit members will waive their right to resume full-time employment until a full-time position becomes available for which they hold a valid certificate. If bargaining unit members on the recall list are similarly certified, then District-wide seniority shall determine the order of recall to the full-time position.

Job sharing will not be permitted unless initiated by written request from both bargaining unit members who wish to share a position and unless said written requests are specifically approved by the Superintendent. Should one of the bargaining unit members resign, retire or otherwise remove himself/herself from the job sharing arrangement, the job sharing agreement shall terminate at the end of the current school year unless a suitable replacement is available from the recall list or the remaining bargaining unit member can find a suitable replacement bargaining unit member willing to job share. Otherwise, the remaining bargaining unit member will have the option of accepting the position full-time or being placed on the recall list.

If a bargaining unit member on the recall list declines a job sharing position, he/she will not waive recall rights and only after all appropriately certified bargaining unit members on the recall list decline placement in the job sharing position, will other candidates be considered. (It is expressly understood and agreed that only if appropriately certified, qualified and compatible job sharing candidates are available will the Superintendent approve a job sharing request.)

The building principal shall provide an opportunity for the job sharing teachers to discuss scheduling needs. Total preparation time for job sharing bargaining unit members shall be equivalent to the preparation time of a full-time bargaining unit member in that position. An attempt shall be made to divide the preparation time equitably between the job sharing bargaining unit members. The bargaining unit members involved in job sharing should, jointly with the principal, develop a plan for job sharing obligations (i.e., meetings, parent-teacher conferences, grading, progress reports, etc.). Both members of a job sharing team shall be required to attend staff meetings and open house meetings as required by all bargaining unit members in Article VII. Each bargaining unit member shall share relevant information with the other bargaining unit members to insure a successful job sharing experience for the students.

Any bargaining unit member entering into the job sharing program will remain in that job sharing position until the end of the school year.

Bargaining unit members may wish to consult with the State Teachers Retirement System to determine the effect, if any, on their retirement benefits by job sharing.

ARTICLE XIV
APPRAISAL PROCEDURE

14.01 OVERVIEW

Accept OTES 2.0 MOU

The Board is required by law to adopt and implement a standards-based teacher evaluation policy which conforms to the framework for the evaluation of teachers developed by the State Board of Education. The evaluation of teachers is governed by this board policy. Ohio law states that these legal requirements are not subject to collective bargaining; however, the Board must consult with teachers prior to adopting this policy. (Ohio Revised Code Section 3319.111.)

The provisions of this Agreement relating to bargaining unit member evaluation shall be subject to the grievance procedure, except the content of the evaluation.

Members of the bargaining unit to whom ORC 3319.111 applies shall be evaluated in compliance with the laws and the standards-based Board policy for teacher evaluation, which shall be based upon the Ohio Department of Education's Ohio Teacher Evaluation System (OTES), including the prescribed forms, as may be amended from time to time in consultation with the OTES Task Force. Procedures, policies and forms included in the Teacher Evaluation Handbook are an extension of this contract and are to be followed accordingly.

14.02 PURPOSE: The purposes of teacher evaluation are:

1. To serve as a tool to advance the professional learning and practice of teachers individually and collectively in a school district.

2. To inform instruction.

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

4. To assist the Board in making retention and promotion decisions and for the removal of poorly performing teachers.

14.03 APPLICATION**:** The teacher evaluation procedure contained in this agreement applies to the following employees of the district:

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

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

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

14.04 STANDING JOINT COMMITTEES FOR TEACHER EVALUATION

1. Teacher Evaluation Handbook Committee

14.05 AUTHORITY

There will be one committee to support the evaluation system. The evaluation committee's charge is to assist in developing, maintaining, and suggesting changes to the evaluation instrument.

14.06 EVALUATION COMMITTEE

14.061 Committee Composition

l. The committee shall be comprised of 5 association members appointed by the association president, and 5 administrators representing all levels, appointed by the superintendent, and the superintendent or his/her designee.

2. Committee members shall be representative of elementary, middle school, secondary, and specialty areas (e.g., music, art, special education) and programs (e.g., career tech) within the district.

14.062 Committee Authority

1. The committee shall be responsible for jointly developing, reviewing, and recommending the policy, procedures, and processes, including the evaluation instrument, for teacher evaluation.

2. The board and the association shall bargain during regular contract negotiations all elements of the teacher evaluation procedure that are not expressly prohibited subjects of bargaining, and these negotiations shall be satisfactorily completed prior to the implementation of the evaluation procedure or prior to any modification or amendment of same. Any agreement that is achieved through said negotiations shall be subject to ratification by both parties. This provision shall not prohibit the Board from implementing any aspect of the evaluation procedure required by law.

3. If either party wishes to consider any change or revision to the evaluation procedure or process, including the evaluation instrument, during the term of this agreement, it shall discuss the matter with the committee. If the discussion results in a recommendation by the committee to change or revise the evaluation procedure or process, including the evaluation instrument or Evaluation Handbook, during the term of the agreement, then said recommendation shall be subject to ratification by the board and the association. The current version of the Evaluation Handbook will be implemented and modified as needed each year.

4. In the event of legislative action by the Ohio General Assembly that impacts in any way on this topic, the parties to this agreement shall discuss this topic to determine whether adjustments are appropriate during the term of this agreement. The implications of changes made to the Ohio Revised Code regarding evaluation may be bargained without opening the entire negotiated agreement.

14.07 EVALUATORS QUALIFICATIONS AND ROLE

14.071 An evaluator must be a full-time, credentialed contracted employee of Marietta City Schools.

14.072 The evaluator assigned to a teacher at the beginning of a school year shall be the only evaluator for that teacher for all aspects of the evaluation procedure, unless:

1. An unforeseen emergency arises and a new evaluator will be assigned with the input of the teacher.

2. Teacher requests a new evaluator, with reason, and the Superintendent approves it, based on Ohio Revised Code.

3. C-3 below.

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

1. The teacher's immediate supervisor for those teachers with an average or below level of student growth on the student growth measure dimension of the evaluation procedure.

2. Teachers with above average or higher levels of student growth may choose their credentialed evaluator, if available within the building.

3. In the event a teacher performs work under the supervision of more than one supervisor, one supervisor shall be designated as the evaluating supervisor with teacher input, based on Ohio Revised Code.

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

14.08 COMMITMENT TO ORIENTATION AND PROFESSIONAL DEVELOPMENT ORIENTATION OF TEACHERS

14.081 Not later than September 15 of each year, if other than the building principal or in the case of a new teacher hired after the start of the year, within thirty (30) days of the first day employed, each teacher shall be notified in writing of the name and position of his or her evaluator.

14.082 A teacher newly employed or one reassigned after the beginning of the work year shall be provided a copy of the Evaluation Handbook.

14.09 ORIENTATION, PROFESSIONAL DEVELOPMENT, TRAINING AND FUNDING

14.091 The board shall meet the requirements of O.R.C. 3319.112(A)(8)(9) to provide professional development and sufficient financial resources to support the professional learning. Evaluation committees shall have funding each year to be used for training for committee members, provided district finances are available. Committee members shall vote on how these dollars shall be allocated and the type of training. All training shall be held at a time mutually agreed upon by committee members and compensated for any time outside the school day.

14.092 At the beginning of each year, the board shall offer training for teachers which insure functional awareness and understanding of all standards and rubrics, processes, forms, and tools used in the evaluation procedure.

14.093 Teachers designated to a performance-driven improvement plan and the evaluator shall jointly identify training, classes, resources, etc., as per Ohio Revised Code.

14.10 EVALUATION STRUCTURE AND PROCEDURES

14. 101 SCHEDULE OF EVALUATION

14. 1011 Teachers will be evaluated according to the minimum frequency required by ORC 3319.11, no more than once annually. (This consists of at least two planned formal observations, and at least two informal unannounced observations.)

14.1012 The evaluation cycle 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.

14.1013 If the board has entered into a limited contract or an extended limited contract 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 3319.111, as per Senate Bill 316.

14.1014 A minimum of two (2) formal observations shall be conducted. All formal observations shall be announced. A formal observation shall last a minimum of thirty (30) continuous minutes. In an emergency, the evaluator and teacher can decide if a repeated or rescheduled observation is necessary. 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, unless extenuating circumstances prevent it. The second formal observation shall be completed by May 1. The final summative conference shall be completed by May 10.

14.1015 Teachers shall not receive a formal observation on a day before or after the following:

1. the administration of standardized testing;

2. a holiday or any break from scheduled school days (excluding weekends); or

3. any approved leave of absence of three (3) or more days, unless mutually agreed upon by the teacher and evaluator.

In the event that the teacher or the evaluator has not been previously available and there is a timeline, the timeline can be adjusted by mutual teacher and evaluator agreement.

14.1016 A minimum of two informal observations shall be conducted. All informal observations may be unannounced and last approximately 10 to 20 minutes. The teacher shall be provided a copy of the informal observation form, including any evidence used to complete the form, within 3 working days. At the request of the teacher or administrator, a formal debriefing may occur within 5 working days. Timelines can be adjusted by mutual agreement.

14.1017 All formal observations shall be preceded by a pre-observation conference between the evaluator and the teacher within 5 actual work days, unless changed by mutual agreement. At the pre-observation conference teachers shall provide evidence for the work situation to be observed on the pre-observation form.

14.1018 A post-observation conference shall be held after each formal observation. The post observation conference shall take place within 10 working days following the formal observation, unless mutually agreed upon. 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 during this post-observation conference. A post-observation conference allows the teacher and evaluator to provide reflection and feedback on the formal observation and to identify strategies.

14.1019 The evaluator shall provide the teacher with copies of written documentation including but not limited to artifacts, and evidence collected during formal and informal observations.

14.1020 A teacher may request, in writing, a formal observation at any time in addition to those required by this procedure. A reasonable attempt will be made by the administrator to honor the request.

14.1**0**21 Evaluators will make an effort to minimize disruptions and/or interruptions to the instruction or classroom learning environment during observations.

14.102 PERFORMANCE-DRIVEN REMEDIATION PLANS OF DEFICIENCIES IDENTIFIED DURING OBSERVATIONS AND INFORMALOBSERVATIONS

14.1021 Formal observations resulting in the identification of ineffective ratings in relation to the approved Standards for Ohio Educators and rubrics shall be addressed during the post-observation conference. All ineffective ratings identified on the rubric by the evaluator shall be discussed at the post-observation conference.

14.1022 The evaluator and teacher shall develop a Teacher Performance Improvement Plan of identified ineffective ratings at the post-observation conference. A copy of the plan will be given to the teacher within 5 working days following the post-observation conference.

14.1023 The Improvement Plan as outlined in this section, shall detail the following:

1. Issues within the performance rubric documented as ineffective;

2. Specific performance rubric goals;

3. The allocation of financial and other resources and assistance to be provided by the district to support the Teacher Performance Improvement Plan and/or professional development of the teacher;

4. Sufficient, specific timelines, not less than six (6) weeks, to allow for the remediation of identified performance deficiencies.

14.1024 If the first Improvement Plan is developed prior to March 1, the identified ineffective ratings shall be reevaluated as part of the performance assessment process for the remainder of the school year. For ineffective ratings that are successfully remediated during the remainder of the school year, those shall be deemed remediated, excluding probationary teachers.

14.1025 If the first, or a new TPIP is developed after March 1, the teacher shall be permitted to continue remediation into the next school year, excluding probationary teachers, unless approved by the building principal.

14.1026 Observations made outside the classroom cannot be used as evidence on the performance rubric, unless it has been put in writing and provided to the teacher within (10) work days after the observed offense.

14.1**027** Completion of Evaluation Cycle

1. The summative evaluation of a teacher shall be based performance that is assessed through evidence gathered during the informal and formal observations that are conducted for the current school year.

2. The evaluation shall acknowledge, through the gathered evidence, the performance strengths of the teacher evaluated as well as performance deficiencies, if any. The evaluator shall note evidence of all the data used to support the conclusions reached in the formal evaluation report.

3. The evaluation report shall be signed by the evaluator; and the evaluation report shall be signed by the teacher to verify notification to the teacher that the evaluation shall be placed on file. The teacher's signature shall not be construed as evidence that the teacher agrees with the contents of the evaluation report. Teacher has the right to add a written rebuttal if he/she disagrees with any items of the appraisal report. Such rebuttal shall be permanently attached to the appraisal report and placed in the bargaining unit member's personnel file. (14.09)

4. A teacher receiving a rating of accomplished, **o**n his/her most recent final summative evaluation may be evaluated every three years as long.

   A teacher receiving a rating of skilled, on his/her most recent final summative evaluation may be evaluated every two years.

   In any year in which a teacher who has not been formally evaluated as a result of having previously received a final summative rating of accomplished or skilled, an evaluator shall conduct at least one observation of the teacher and hold at least one conference with the teacher (ORC 3319.111).

   An evaluator may elect not to conduct an evaluation of a teacher who (1) was on leave for 50 percent or more of the school year; or (2) has submitted notice of retirement that is accepted by the Board on or before December 1 of the school year (ORC 3319.111).

The law states ODE's guidelines shall not permit or require that the name of, or any other personally identifiable information about, any teacher be reported under this division. ORC 3319.111 (G).

5. A teacher shall be given by the district one (1) copy of all information and documents obtained through the evaluation process.

14.1027 Electronic Teacher Evaluation System

The only teacher evaluation information provided to the ODE by the district shall be the Final Summative Rating of Teacher Effectiveness found in O.R.C. 3319.111(G), unless in conflict with law. Bargaining unit members shall not be required to enter data into Ohio ES, except to finalize the evaluation process.

14.103 DUE PROCESS

14.1031 Teachers who disagree with their final rating of performance or their final summative rating, shall be allowed to request a new evaluator for the next school year. Teachers must submit a rebuttal and provide evidence to support the disagreement to the principal before submitting the request to the superintendent. The superintendent may honor that request when another appropriate evaluator is available. The final determination is made by the superintendent.

14. 1032 A teacher shall be entitled to association representation at any conference held during this procedure in which the teacher shall be advised of an impending adverse personnel action.

14. 1034 Failure by the district to adhere to any evaluation timelines or processes established in this agreement shall render the evaluation, including the summative rating, void.

14.1035 If an employee believes the evaluator has violated the evaluation procedure established in this evaluation the employee may file a grievance within 5 days, as defined in Article 5, of the employee's receipt of the signed and final version of a written evaluation for the particular school year or portion of a school year.

14.11 PERSONNEL ACTION

14. 111 No action for non-renewal shall be taken unless the Board has complied with the procedures specifically set forth in ORC 3319.111.

14. 112 Nothing herein shall prevent the non-renewal of a unit member's contract if the procedures specifically set forth in ORC 3319.111 have been complied with.

14.12 REQUIREMENTS

14.121 Any teacher new to the district, will begin the annual evaluation cycle with a Professional Growth Plan.

ARTICLE XV
CONTRACTS

15.01 The Board shall provide each member of the bargaining unit individually-written contracts in keeping with the provisions of the Ohio Revised Code and Board-adopted policies and this contract. The provisions of such written contracts shall be enumerated in the subsections of this Article.

15.02 Any agreement to act as a supervisor for extra-curricular activities for which additional compensation is to be paid shall be by supplemental contract.

15.03 In consideration of the services rendered by the bargaining unit member, the Board shall pay the bargaining unit member a base annual salary as prescribed by the salary schedule included as part of this Agreement, according to degree and years experience, whether existing or hereafter adopted. The initial compensation to be paid under a contract shall be in accordance with the existing salary schedule and that amount shall appear on the contract.

15.04 Length of Contract (Limited)

15.041 Except for auxiliary service personnel and employees working with temporary certification, the Board shall issue limited contracts to each member of the bargaining unit not eligible for tenure in the following progression: one-year, one-year, two-years, three years. Thereafter, five year contracts shall be issued. Auxiliary Service Personnel shall receive one-year contracts only and shall be and remain probationary teachers for the duration of their assignments in such positions. All bargaining unit members employed under a temporary certificate shall receive one-year contracts only and shall be probationary teachers for the duration of their employment under temporary certification. All time spent under a temporary certificate shall apply to the two-year probationary period.

15.0411 When the Board grants a leave of absence for one or more years to a limited contract bargaining unit member, that member's limited contract will be extended for a period of time that reflects the leave.

15.042 A bargaining unit member who becomes or who will become eligible for a continuing contract during a multi-year contract shall at his/her option notify the Board of eligibility. The bargaining unit member must notify the Board in writing by November 15 in order to receive written notice on or before the next succeeding May 30 as to the Board's intention. If this option is pursued, the Board may either (1) offer a continuing contract, (2) renew a further limited contract with reasons directed at improvement, or (3) non-renew the teacher's limited contract.

15.043 A bargaining unit member that becomes eligible for tenure shall be so considered in accordance with Ohio Revised Code 3319.11 and any other related statutes.

ARTICLE XVI
ADDITIONAL TRAINING

16.01 The Board shall appropriate a total amount of $45,000 effective July 1, 2018. The fund shall be replenished to the cap of $60,000 each fiscal year thereafter to implement the provisions of this Article.

16.02 Lead Professional Educators License

Teachers who obtain the Lead Professional Educators License will receive a stipend of $2,500 the first year and a stipend of $1,000 each year after.

16.03 The Board shall provide tuition reimbursement to all members of the bargaining unit for the purpose and in the manner identified below:

16.031 Only members of the bargaining unit will be eligible for participation in the professional growth program according to the following: Recipients will be chosen from those who have received a minimum of a Bachelor's degree and Provisional certificate; are currently under full-time contract, with two (2) full years (four (4) semesters) of consecutive teaching service in the Marietta City Schools. Those two (2) years must immediately precede the application for professional growth stipends.

16.032 Applications must be received in the Superintendent's office prior to the second Board meeting following the beginning date of the term or course.

Applications will not be accepted sooner than one (1) month prior to the beginning of the course and/or term.

Applications will be approved according to the date of receipt in the Superintendent's office.

16.033 Credits must be earned at an institution approved by the State Department of Education, Division of Teacher Education and Certification. Stipends shall not exceed one hundred fifty-five ($155) per quarter hour or three hundred twenty-five ($325) dollars per semester hour. Stipends will not exceed the actual cost per credit hour.

Each grant will be limited to a maximum of twelve (12) quarter hours or nine (9) semester hours per fiscal year.

Payments will be made upon receipt of written proof of credit, providing the applicant is under a teacher's contract at the time course work is completed. Any applicant who accepts a position in another district prior to completion of the course will be ineligible for reimbursement under this provision.

Funds will be allocated equally between two (2) periods. The first allocation will be for bargaining unit members taking and completing course(s) between July 1st and December 31st. A second allocation period will be for course work taken beginning January 1st through June 30th. An equal amount of money, per allocation period, shall be budgeted and any carry-over will be placed in the succeeding allocation period.

16.034 Employees receiving reimbursement must stay with the district at least one (1) calendar year. Should an employee voluntarily resign, he/she shall be required to repay the district the amount of the tuition reimbursement. In the event the employee is impacted by layoff or an approved leave of absence, he/she shall not be required to repay the district the amount of the tuition reimbursement.

16.04 The cost of any background checks required for teacher licensure/certification shall be paid from this fund.

ARTICLE XVII
AUTHORIZED PAYROLL DEDUCTIONS FOR PROFESSIONAL DUES AND/OR FEES

17.01 The Treasurer shall make the following payroll deduction(s) upon written receipt from a bargaining unit member:

- Marietta Education Association
- Ohio Education Association
- National Education Association
- Southeast Ohio Education Association
- Departments of the Ohio Education Association that are listed on the yearly enrollment forms.
- Health Insurance
- Cancer Insurance

- Income Protection Insurance (Washington National)
- Tax Sheltered Annuities and Insurance Programs (A minimum of six (6) bargaining unit participants shall be required for any new annuity or insurance carrier).
- The OEA Fund
- Credit Union
- United Way

All of the aforementioned deduction(s) shall be remitted to the appropriate agency within five (5) workdays of deduction(s) or at such other time as may be specified by the appropriate agency.

Dues will be collected commencing in October and shall be collected in twenty (20) pays.

17.02 Dues deduction authorizations shall continue in effect until the bargaining unit member gives the Treasurer written notice of revocation.

17.03 Minimum deduction is $1 per pay period per category.

17.04 When requested in writing by a bargaining unit member, such deduction(s) shall be stopped with the next succeeding pay.

17.05 Members of the bargaining unit will authorize in writing the direct deposit of their paychecks at a financial institution. (See Section 21.08.)

ARTICLE XVIII
RETIREMENT/SEVERANCE PAY

18.01 The Board authorizes payment for unused sick leave to all eligible members of the bargaining unit upon retirement under the State Teachers' Retirement System (STRS) as specified herein. The bargaining unit member(s) who are prohibited from making STRS contributions(s) shall receive his/her severance upon annuitization or upon withdrawal of the deferred compensation.

18.02 No person shall collect severance pay more than one (1) time. Receipt of severance pay shall eliminate all sick leave credited to the bargaining unit member.

18.03 An eligible member of the bargaining unit is an employee who is presently employed by the Board and has earned and accumulated sick leave days. In addition, the unit member must have applied, and STRS must have approved, the unit member's retirement date no more than ninety (90) days after his/her actual last day of service.

18.04 The Board shall provide severance pay in an amount equal to thirty-three percent (33%) of the bargaining unit member's accumulated unused sick leave days, using 260 days as the maximum accumulation for the purposes of this computation. A daily rate of

pay will be established, computed on the bargaining unit member's final annual regular salary prorated on the number of work days scheduled for the bargaining unit member during that same year. The bargaining unit member shall have the option of receiving the severance pay in one of the following ways:

18.041 One (1) lump sum 60 days after the effective date of retirement.

18.05 In case of death of an employee, the severance pay to which the deceased employee would have been entitled shall be paid in accordance with Section 2113.04 of the Ohio Revised Code.

18.06 Notwithstanding the above, any bargaining unit member having at least twenty-five (25) years of experience with STRS, with at least fifteen (15) years of that experience in the Marietta City Schools, upon resigning from employment with the Board, will be entitled to severance pay described in 18.04 of this Article.

ARTICLE XIX
COMPENSATION, INSURANCE, AND HEALTH BENEFITS

19.01 All bargaining unit members shall be paid in accordance with the salary schedule as printed for the full term of this contract.

19.02 Teaching Experience/Training

19.021 Upon initial employment, a bargaining unit member in the Marietta City School District shall be granted his/her full previous teaching experience accumulated within any public elementary or secondary school up through ten (10) years.

19.022 Upon initial employment, a bargaining unit member who has teaching experience in any elementary or secondary school chartered by a State including licensed parochial schools or similar institutions, shall receive credit for the amount of such teaching experience up through ten (10) years of experience. The total years credited upon initial placement under this Section 19.02 shall not exceed ten (10) years.

19.03 Additional hours of college credit earned during a school year will be reflected by appropriate advancement on the salary schedule where such credit is properly certificated to the Treasurer as follows:

19.031 A bargaining unit member, upon fulfilling the requirements for the next degree and/or column on the salary schedule, will be placed on the appropriate salary column by transcript or degree submitted to the Treasurer on or before September 15 or January 15 of each school year for mid-year advancements.

19.04 Insurance and Health Benefits

19.041 The Board of Education shall provide through a carrier licensed by the State of Ohio a health insurance coverage comparable to the Anthem Blue Cross Blue Shield PPO health insurance plans, including hospitalization, surgical, prescription, and major medical insurance coverage (single or family) for each member of the bargaining unit who chooses to enroll.

19.042 During the full term of this contract, the Board shall pay towards the monthly premium for the insurance elected by a bargaining unit member as follows:

Beginning July 1, 2023, All Bargaining Unit Members:

	Individual	Family
HSA/HDHP	83%	83%

The Health Savings Account/High Deductible Health Plan offered by the Board of Education shall following plan designs (all designs noted below are for IN NETWORK):

For the Calendar Year 2023, the Board of Education will deposit into Individual HSA accounts the amount of $1,500 for a single plan, $3,000 for a family plan.

On January 5, 2023, the Board will deposit $1,000 for a single plan and $2,000 for a family plan.

On, or before, September 5, 2023, the Board will deposit $500 for a single plan and $1,000 for a family plan. This is will be prorated for new employees.

All bargaining unit members who fulfill their contract will receive the second payment in July. All retirees who fulfill their contract will receive the second payment in July. Members will be given the July payment early on an as needed basis.

- $3,000 deductible for single, $6,000 deductible for family

- 80% in coinsurance:
  $1,000 Single Coinsurance/Copay Out of Pocket Maximum.

  $2,000 Family Coinsurance/ Copay Out of Pocket Maximum.

- 80% in copays for medical and prescription drugs after deductible.

- Preventative Care covered at 100%.

- Yearly Out-of-Pocket Maximum of $4,000 for single plan, $8,000 for family plan.

If the July 1, 2023, health insurance premium renewal is greater than 12%, the insurance committee will meet to make plan design changes to fall within the 12% limit.

If the July 1, 2023, health insurance premium renewal does not increase, the district will give a one (1) month premium holiday in July.

The Board's share of the cost of health insurance for part-time employees shall be prorated based on the number of hours worked. Employees who work less than four (4) hours a day shall not be entitled to health insurance benefits.
The Board of Education will continue to implement an IRS Section 125 Plan which tax shelters the employee portion of the health insurance premium.

Employee's share of the health insurance premiums will be withheld over 26 pays.

If there is an employee that does not qualify for an HSA and currently has the district insurance, they will receive by the Board an HRA account and contribution in the same amount as the HSA contribution for each year of the contract.

The School Year 2025 and the School Year 2026 Insurance benefits shall mirror the terms of the School Year 2024 language.

19.043 There shall be an open enrollment period annually from September 1 to and including September 30. Enrollment shall continue until cancelled by the bargaining unit member or otherwise becomes ineligible to participate.

19.044 A life insurance policy of $20,000 shall be provided each member of the bargaining unit by the Board at no expense to the member.

19.045 The Board will provide dental coverage for bargaining unit members who enroll and shall bear 100% of the cost of such coverage.

19.046 The Insurance Committee shall discuss with the Association any planned change in the plan, coverage or provider. Any change in the plan shall be with the Association's consent.

19.047 The Board will provide vision coverage (single or family) for bargaining unit members who enroll and shall bear 100% of the cost of such coverage.

19.05 Employees eligible for individual coverage of the group health insurance plan may elect to receive a $1,500.00 payment for waiving his/her entitlement for an entire plan year. Employees eligible for family coverage of the group health insurance plan may elect to receive a $3,000.00 payment for waiving his/her entitlement for an entire plan year. Employees electing to waive the insurance coverage shall do so on the prescribed waiver form prior to the beginning of each plan year – October 1st. Payment will be made in September of the plan year waived subject to payroll deductions as required by law. Payment amounts will be prorated for less than full-time employees. In circumstances where both husband and wife are employed by the school district, the single payment shall apply should one spouse waive medical coverage.

ARTICLE XX
DISTRIBUTION OF CONTRACT

20.01 The contract will be available online.

20.02 The Association shall distribute a copy of the contract to all new bargaining unit members upon request.

ARTICLE XXI
PAY PERIODS

21.01 Each bargaining unit member's salary shall be paid in twenty-six (26) equal installments.

21.02 In the event a regular pay date falls on a holiday or holiday break, the pay shall occur on the last working day preceding the holiday or holiday break.

21.03 Effective 2015-16 school year and every seven (7) years thereafter the board will make a one-time pay adjustment due to the twenty-six (26) pay plans in 21.01. Pay checks will be distributed every other Friday with the exception of the seven (7) year adjustment. The Association and the Board shall meet to discuss the implementation of the necessary adjustment.

21.04 Each bargaining unit member's pay stub will include a specific delineation for up to twenty deductions as specified in section 17.01 of the contract. The Board's share of deductions will no longer appear on the pay stub.

21.05 Upon individual request of a bargaining unit member, the Chief Fiscal Officer will provide an explanation of his/her change in net salary.

21.06 The Chief Fiscal Officer of the Board of Education shall provide each bargaining unit member a schedule of pay dates for the upcoming contract year by the last pay day in August.

21.07 Each bargaining unit member who has an account with a financial institution shall be paid through direct deposit.

ARTICLE XXII
PERSONNEL FILES

22.01 An official file for each teacher shall be kept in the office of the Superintendent of Schools.

22.02 Each item(s) to be placed in a bargaining unit member's file shall be dated as to its placement therein, and where the origin of the item is other than the bargaining unit member, he/she shall receive a copy of same.

22.03 No anonymous letter, report or communication shall be included in the bargaining unit member's personnel files without the prior approval of the bargaining unit member.

22.04 Each bargaining unit member shall have the right, upon reasonable notice, to view the materials in his/her personnel file, exclusive of confidential letters of recommendation or reference. If an unfavorable statement or notation is placed in the file, the bargaining unit member shall have the right to place a statement of rebuttal or explanation in his/her file.

22.05 Any written reprimand, excluding evaluations upon request, shall be removed from the bargaining unit member's personnel file thirty-six (36) months from the date of issuance providing no intervening discipline of the same or similar nature has occurred.

22.06 Bargaining unit members will be notified when requests are made to review their personnel files by person(s) other than the bargaining unit member(s) and/or school district administrator(s) and bargaining unit members or Board's legal counsel.

ARTICLE XXIII
REPRIMAND OF BARGAINING UNIT MEMBERS

23.01 Reprimand(s) shall only be issued for just cause. Formal reprimands shall be in written form. The reprimanded bargaining unit member shall be provided with a copy of the reprimand and a copy shall be placed in his/her personnel file at the Superintendent Offices.

23.02 The Board agrees and understands that each member of the bargaining unit shall have the opportunity to be accompanied and/or represented by an association-approved representative of his/her choice at any reprimand meeting. The bargaining unit member shall be granted two (2) workdays to secure the representative of his/her choice.

23.03 The Board further agrees that no bargaining unit member will be reprimanded in the presence of any other employee(s), student(s) or parent(s) of student(s), or any non-certificated employee(s), exclusive of the bargaining unit member's representative. However, this does not preclude the presence of a full time certificated administrator of the Marietta City Schools at the reprimand meeting.

ARTICLE XXIV
TRANSPORTATION REIMBURSEMENT FOR TRAVELING TEACHERS

24.01 Bargaining unit members who have regular assignments in more than one (1) building or by the nature of their assignment require travel during their regular day, shall be reimbursed at the rate currently allowed by the Internal Revenue Service (IRS), provided they submit supporting travel vouchers within five (5) work days of the end of the calendar month for which they seek reimbursement. The time will be extended where circumstances beyond the control of the bargaining unit member make it unreasonable to comply with this limit. The mileage allowance shall be adjusted beginning on the first of the month following its adjustment by the IRS. Mileage will be measured daily from the first school to the final school. Bargaining unit members will receive payment within thirty (30) days of the date of submitting travel voucher.

ARTICLE XXV
REDUCTIONS IN STAFF

25.01 The employment contracts of teachers may be suspended in whole or in part pursuant to Ohio Revised Code 3319.17. A "Reduction in Force" (RIF) shall be defined as a reduction in the total number of full-time equivalent bargaining unit positions within a specific area of certification. The Board of Education may make a reduction in force in the bargaining unit only when one or more of the following conditions exist:

- Decreased pupil enrollment;
- Suspension of schools;
- Territorial changes affecting the district;
- Return from authorized leave of absence;
- Financial Reasons: shall mean that revenues are not sufficient to maintain those affected bargaining unit positions(s) and the Board will make all reasonable effort to hold such reductions to a minimum

25.02 Association Notification

25.021 When the Superintendent intends to recommend a reduction in force to the Board of Education, he/she shall notify the Association thirty (30) days in advance of the Board meeting at which such recommendation is made. The notification shall include the reasons(s) for the RIF; the number of position(s) within the area(s) of certification affected; the individuals affected, if known; the date of the Board's meeting at which the RIF will be considered, and the effective date of the RIF.

25.022 Superintendent and/or designee shall meet and review the reasons for the proposed RIF and its impact if requested by the Association within ten (10) days of the receipt of the notification. Within five (5) days of the request by the Association, a meeting shall be set between the Board's representatives and the Association's representatives, unless such a date is mutually extended.

25.023 If a bargaining unit member is threatened by layoff due to a RIF, and if said bargaining unit member does hold another area of certification, that bargaining unit member may elect to displace a member holding the lowest position on the district seniority list for which the bargaining unit member is certificated provided the employees have comparable evaluations.

25.03 Section 1 Seniority

25.031 Seniority, for purposes of this contract, unless otherwise delineated, shall be calculated from the date and time the bargaining unit member's signed contract is received. Where two (2) or more bargaining unit members signed their contracts on the same date, seniority, for purposes of reduction in staff, will be determined by a toss of the coin. Effective 2004-2005 school year, all employees hired after the ratification shall have their contract date and time stamped. Seniority continues to accrue during all authorized leaves of absence as well as for a period of two (2) school years (July 1 through June 30) following the date the bargaining unit member is placed on the lay-off list. A break in employment for other than an authorized leave of absence shall remove all seniority. Non-renewed bargaining unit members who are reemployed within three (3) school years shall retain previous seniority.

25.032 Each school year, upon request, the Superintendent will provide the Association with a list showing the seniority of each bargaining unit member employed by the Board. The Superintendent will at all times have on file in his/her office a current seniority list which will be available for inspection during regular working hours by any bargaining unit member and/or the Association. Such list shall be divided into tenured and non-tenured bargaining unit members by areas of certification. Bargaining unit members with tenure shall be given preference over non-tenured bargaining unit members in layoff and recall. The Association shall have thirty (30) days following the receipt of the seniority list of all the employees in the bargaining unit to notify the Board of any errors, and if the Board is not notified of any errors within the thirty (30) day period, the seniority list shall be deemed final.

25.033 Implementation of Reduction in Force

25.0331 Reductions shall first be minimized by not filling positions caused by attrition (retirement, voluntary resignation, death or nonrenewal in accordance with Article IX).

25.0332 If additional reductions are necessary, teachers shall be laid off in reverse seniority order, i.e. least senior teacher is the first to be laid off, with limited contract teachers being laid off before continuing contract teachers provided the employees have comparable evaluations.

25.0333 Layoff shall occur by suspension of contract. The limited contract of an affected teacher that expires prior to the effective date of the RIF shall be renewed and then suspended to implement the layoff.

25.03331 A RIF shall not be cause for non-renewal of a bargaining unit member.

25.0334 A teacher to be laid off due to a RIF shall be given a minimum of thirty (30) days advance written notification prior to the effective date of the RIF. The Association shall be sent a copy of the said notification at the same time. The notice shall state the reasons for the RIF, the effective date of the contract suspension, and the date of the Board's action to implement the RIF.

25.0335 No new hire shall be employed in a bargaining unit position within an area of certification or license held by a teacher on the recall list, until all teachers on the recall list within that area of certification or license have been offered the position.

25.0336 No transfer, reassignment, or reclassification shall be made during a period of RIF which would permit the employment of a non-bargaining unit member and prevent the recall of a teacher on layoff status.

25.0337 Work previously performed by a teacher whose contract has been suspended by an implementation of a RIF shall not be subcontracted.

25.0338 While on layoff, a bargaining unit member will have the option at his/her expense to remain an active participant in fringe benefit programs by contributing to maintain such fringe benefits in the amount of 100% of the premium in accordance with C.O.B.R.A.

25.0339 Teachers on the recall list will be given preferential treatment, according to their area of certification, as substitute and part-time teachers. However, acceptance or refusal of such positions shall not disqualify any teacher from the recall rights specified herein.

25.034 If a vacancy occurs in a bargaining unit position, the following procedure shall be used:

25.0341 Laid off bargaining unit members who are certificated/licensed in the subject shall be recalled by district seniority. Refer to definition of seniority (25.031).

25.0342 If there is no candidate in 25.0341, bargaining unit members who become certificated in another subject area or who have not taught in the subject area at least one (1) year during the last five (5) years will be recalled for other vacancies.

25.035 Notice of recall will be given by email or registered mail to the last address given to the Board by a bargaining unit member. Upon request a copy of the notice of recall will be given to the Association. If a bargaining unit member fails to respond within five (5) calendar days after receipt of the above notice of recall, he/she will be deemed to have refused the position offered.

25.036 A bargaining unit member who is laid off will remain on the recall list for a period not to exceed forty-eight (48) months after the effective date of his/her layoff unless he/she:

25.0361 Waives his/her recall rights in writing;

25.0362 Resigns;

25.0363 Fails to accept recall to a position; and,

25.0364 Fails to report to work in a position that he/she has accepted within five (5) calendar days after receipt of the notice of recall unless such employee is sick or injured.

25.04 Comparable Evaluation

Until the new evaluation has been fully implemented for three (3) years, beginning with the 2014-15 school year, all bargaining unit members will be considered comparable. Comparable evaluations will be determined only after using a three (3) year average of the final summative ratings. The method of calculating this three (3) year average will be determined by mutual agreement of the Board and the Association.

ARTICLE XXVI
TEACHER PROTECTION/STUDENT DISCIPLINE

26.01 The Board and Administration shall give support and assistance to bargaining unit members with respect to maintenance of classroom decorum and discipline in accordance with the laws of Ohio, Board policies and Building rules and regulations.

26.02 The Board of Education will have a uniform plan for emergency removal of students (grade K-5) from classroom/extra curricular activities.

26.03 Student/parent handbooks, K-12, shall include the respective discipline plans. These plans shall include the student code of conduct and the normal penalties to be imposed for respective violations.

26.04 Building level student/parent and staff handbooks will be reviewed annually and revised as needed by a separate problem solving team. A committee will be formed in each building composed of bargaining unit members and the building administrator(s). The MEA president shall appoint three (3) committee members at the elementary level and five (5) committee members at the secondary (6-12) level. The principal may seek input from other group(s) as needed. All committee members shall operate in a spirit of compromise to solve problems related to building discipline and teacher and/or administrator procedures. No committee member will be permitted to circumvent this process by refusing to discuss and/or participate in mutually resolving building issues and concerns.

ARTICLE XXVII
ASSOCIATION RIGHTS

27.01 There will be no reprisals taken against any bargaining unit member by reason of his/her membership or non-membership in the Association. Furthermore, the Board authorizes the Marietta Education Association:

27.011 To use the facilities of any building for meetings and Association business, without fee, upon notification to the administrator in charge of such building. Permission to use facilities shall be given as long as it does not interfere with any previously authorized activity in said building.

27.012 To use the inter-school mail system to distribute Association bulletins, newsletters or other communications of a general nature.

27.013 To use a designated bulletin board in each building for dissemination of information to members.

27.014 To allow representatives to call meetings of Association members within the building so long as they do not conflict with previously scheduled staff responsibilities.

27.015 Representatives and officers of the Association shall be permitted to transact Association business on school property in non-teaching areas at non-teaching times.

27.016 None of the rights set forth above shall be exercised in a way as to interfere with teaching duties.

27.017 Each building will have a faculty workroom/lounge exclusive of students/children. Bargaining unit members shall have the authority to see that this clause is followed.

27.018 All bargaining unit members who are not members of the Association shall pay a monthly agency fee equivalent to the monthly dues uniformly required of such members, as certified by the Association to the Treasurer before each school year. Such payment shall be subject to a rebate procedure provided by the Association meeting all requirements of applicable state and federal law.

27.0181 The agency fee amount shall be automatically deducted commencing the first paycheck on or after January 15th of each year and continue to be deducted throughout the remaining paychecks. The balance of any annual deductions shall be deducted from the final paycheck of a non-member resigning his/her position, receiving a leave of absence, or terminating his/her employment after the opening of school.

27.0182 The Board will provide the Association with a single printout showing the non-member teachers from whom such agency fees were deducted. This itemized statement with a transmittal letter will be prepared monthly.

27.0183 The foregoing provisions regarding agency fees shall be subject to all requirements of Ohio Revised Code, Section 4117.09© and all other applicable law of like subject matter.

27.0184 The Association will defend and hold harmless the Board and its agents against any and all claims arising from, or in any way related to the deduction of dues under this Article.

27.02 The Association will be provided with:

27.021 Copies of the following forms: appropriations, budget and training and experience grids upon request. Such copies shall be given to the President of the Association as soon as feasible after such forms are requested.

27.022 Upon specific request for a specific item other than materials of a confidential nature, any other data or documents, together with other available information which may be necessary to assist it in processing grievances will be provided. Special costs associated with acquisition of documents shall be borne by the Association.

27.03 Upon notification to the Superintendent, the Association shall be permitted twelve (12) days to carry out Association business.

27.04 If the Board schedules a meeting when school is in session, the administration will, upon request, cover the class of the MEA President or designee to enable him/her to attend. This time will not be deducted from personal leave or Association leave. It is expressly understood that the article will not apply if the Board is meeting only in executive session.

ARTICLE XXVIII
SUPPLEMENTAL CONTRACTS

28.01 The Board shall determine which positions are required for the operation of the school system. In any given year, whether such a position needs to be filled shall also be a determination for the Board to make.

28.02 The compensation to be paid for any of the positions identified below is subject to negotiation except that, if the Board determines the need for a particular position during the term of the contract, it shall identify that position and the compensation to be paid therefore. It shall be the bargaining unit member's decision whether he/she will fill such a new position at the Board-determined level of compensation. It is expressly understood by the parties that the compensation for all positions including new positions created during the term of the contract is a subject for negotiations when the contract re-opens.

28.03 Added Duty Assignments

Formula is a percentage of the base salary (BA-Step 1), or stipend as indicated.

ADDED DUTY

ATHLETIC POSITIONS	PERCENT	MAX # POSITIONS
Head Varsity Football	0.21	1
Conditioning Coordinator	0.18	1
Associate Head Football	0.12	1
Ass't Football – Off. Coordinator	0.10	1
Ass't Football – Def. Coordinator	0.10	1
Head JV Football	0.10	1
Ass't JV Football	0.08	1
9th Football	0.08	2
7th/8th Football	0.07	4
MHS – Site Manager (Fall)	0.015	3
MHS – Site Manager (Winter)	0.015	3
7th/8th – Site Manager (Winter)	0.03	2
7th/8th Athletic Coordinator	0.18	1
Head Varsity Basketball	0.21	2

ATHLETIC POSITIONS	PERCENT	MAX # POSITIONS
Ass't Varsity Basketball	0.10	2
Head JV Basketball	0.10	2
9th Basketball	0.07	2
7th/8th Basketball	0.07	8
Head Varsity Baseball	0.12	1
Ass't Varsity Baseball	0.08	1
Head JV Baseball	0.08	1
Ass't JV Baseball	0.07	1
Head Varsity Soccer	0.12	2
Ass't Varsity Soccer	0.08	2
Head JV Soccer	0.08	2
Ass't JV Soccer	0.07	2
Head Varsity Softball	0.12	1
Ass't Varsity Softball	0.08	1
Head JV Softball	0.08	1
Ass't JV Softball	0.07	1
7th/8th Softball	0.07	2
Head Varsity Volleyball	0.12	1
Ass't Varsity Volleyball	0.08	1
Head JV Volleyball	0.08	1
7th/8th Volleyball	0.07	2
Head Varsity Wrestling	0.12	1
Ass't Varsity Wrestling	0.08	1
7th/8th Wrestling	0.07	2
Head Varsity Crew	0.10	2
Ass't Varsity Crew	0.07	2
Head Varsity Cross Country	0.12	1
Ass't Varsity Cross Country	0.08	2
Head Varsity Golf	0.12	2
Ass't Varsity Golf	0.08	2
7th/8th Golf	0.07	1
Head Varsity Tennis	0.12	2
Ass't Varsity Tennis	0.08	2
7th/8th Tennis	0.07	1
Head Varsity Track	0.12	2
Ass't Varsity Track	0.08	2
7th/8th Track	0.07	2
7th/8th Ass't Track	0.05	2
Head Swim Coach	0.10	1
Ass't Swim Coach	0.05	1
Head Varsity Cheerleader	0.12	1

ATHLETIC POSITIONS	PERCENT	MAX # POSITIONS
Head JV Cheerleader	0.08	1
Head 9th Cheerleader	0.07	1
7th/8th Cheerleader	0.07	2
Marietta Marquettes (moved from non-athletic)	0.12	1
Ass't Marietta Marquettes (moved from non-athletic)	0.08	1
7th/8th Marietta Marquettes	0.07	1

NON-ATHLETIC POSITIONS	PERCENT	MAX # POSITIONS
Band Director	0.20	1
Ass't Band Director	0.12	2
Choral Director	0.13	1
Vocal Point Director	0.13	1
7th/8th Academic Coach	0.16	1
MHS Coach	0.16	1
Co-Musical Director (previously drama/all school/play)	0.04	3
MHS Yearbook Advisor	0.08	1
Original/Tiger Times Advisor	0.08	1
7th/8th Yearbook (MAJHI)	0.06	1
Elementary Yearbook Advisor	0.03	3
12th Class Advisor	0.05	1
11th Class Advisor	0.05	1
10th Class Advisor	0.03	1
9th Class Advisor	0.03	1
MHS Student Council Advisor	0.05	1
7th/8th Student Council Advisor	0.03	1
Department Chair	0.03	13
Lead Mentor/Resident Educator	0.04	1
Tech Advocate	0.02	12
High Schools that Work	0.01	1
Elementary Choir	0.01	4
MC2 Representative	0.02	4
Spelling Bee Advisor	0.02	2

CLUB ADVISORS POSITIONS	PERCENT	MAX # POSITIONS
National Honor Society – Junior High School	0.03	1
National Honor Society - MHS	0.03	1
Foreign Language Clubs	0.01	3
Science Olympiad	0.05	2

CLUB ADVISORS POSITIONS	PERCENT	MAX # POSITIONS
AFS Advisor	0.02	1
SADD Advisor	0.02	1
Key Club Advisor	0.02	1
Model UN	0.02	1
7th/8th Builders Club Advisor	0.02	1
Environmental Club	0.02	1
FFA/FHA	0.01	2
Reading Club	0.02	1
Power of the Pen/Pencil	0.02	2
Future Problem Solving	0.02	3
Fine Art Stipend	$100 stipend	9
Interact Club Advisor	0.02	1
MES Student Leadership – 5th Grade	0.02	1
MES Student Leadership – 6th Grade	0.02	1
Math Club – MHS	0.02	1

28.05 Job duties and descriptions for added duty and supplemental positions shall be reviewed and updated as needed during the term of the contract.

28.06 The above positions may, at the participating teachers' request, be split for equal compensation if approved by Administration. Reasons for denial will be given upon request.

28.07 The compensation provided for in this agreement for supplemental positions shall not be applicable in the event a supplemental position is filled by a non-member for equal or lesser supplemental pay because no member applied for the position.

ARTICLE XXIX
PROVIDING FOR SPECIAL NEEDS STUDENTS

29.01 Bargaining unit members involved with the educational instruction of a special needs student (those requiring an IEP/504 Plan) will have the opportunity to participate in the writing of the plan for that student. Said members will be informed at least three (3) work days prior to the student's IEP/504 Plan conference. This three (3) day limit may be waived by mutual consent of all educationally involved parties. Said bargaining unit members may participate in the conference or submit written suggestions for goals. The written suggestions for goals will be presented for consideration at the IEP/504 Plan conference. In the event said suggestions for goals are not included in the IEP/504 Plan, a verbal or written explanation will be offered to the teachers within ten (10) work days. Except in extreme cases when it is not feasible for the parent to attend, IEP/504 Plan conferences shall be conducted during the bargaining unit member's work day. Upon

the request and agreement of all the educationally involved bargaining unit members, the conference can be scheduled beyond the school day. When an IEP/504 Plan conference is canceled it may be rescheduled at the earliest convenient date. All educationally involved members will receive a copy of the summary of the accommodations. The student's IEP/504 Plan will be available upon request.

29.011 Bargaining unit members will have the opportunity to attend in-service instruction dealing with disabled/special education students (including but not limited to IEP/504 Plan writing, instructional or legal requirements, etc.).

29.012 No regular education bargaining unit member, ID, ED, VI, HI, Speech or LD teacher will be required 1) to assist a student in taking care of the student's personal bodily needs, 2) to perform any medical procedure for a student. Those other teachers assigned a special needs student full time may at times be required to assist/perform the aforementioned duties. However, such tasks will routinely be performed by the teacher aide/attendant. On an emergency basis bargaining unit members may be required to perform such tasks. If a teacher voluntarily agrees to perform any such assistance, then he/she shall be considered to be acting in accordance with Board Policy.

29.013 No regular education bargaining unit member will be required to routinely administer medication. Bargaining unit members assigned a special needs student may be required to administer medication on an emergency basis. If the teacher voluntarily agrees to perform any such assistance, then he/she shall be considered to be acting in accordance with Board Policy.

29.014 Special education teachers and regular education teachers may need to meet during the school day to jointly plan for the instructional needs of included students. The administration will attempt to provide such opportunities with existing building level staff.

29.015 The Administration will provide support services for special education students. In the event requests for additional support services are requested, the requesting parties will meet with the Student Services Coordinator to discuss such needs after first making such request to the building principal.

29.016 If no alternative discipline plan is established in the IEP/504 Plan, the student will follow the school's discipline plan except as otherwise prohibited by state or federal law. If a student is guilty of misconduct not related to his/her disability, the student can, with certain limitations, be subject to the same penalties as for non-disabled students. When it is the disposition of school personnel that the misconduct is unrelated to the student's disability, the determination will be made by the IEP/504 Plan team. A verbal explanation will be given to the disciplining teacher. In cases where the child may be excluded from school, the district may be obligated to continue the educational program through special services.

29.017 The Administration recognizes that some students with exceptional needs may not meet the growth projected in the goals and objectives of the student's IEP/504 Plan.

29.018 Classroom teachers will only be required to attend intervention meetings during the contract day.

ARTICLE XXX
LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE (LPDC)

30.01 The Local Professional Development Committee (LPDC) will be responsible for approving and reviewing Individual Professional Development plans (IPDP) for course work, continuing education units, and/or other equivalent activities. The LPDC will use the Board's Vision/Mission/Goals 2000 statements /and each building's goals to establish guidelines by which the committee is to function. Operating procedures and criteria shall be outlined in writing and communicated to all staff.

30.02 The membership of the LPDC will be identified using the procedure outlined in the statute. The committee shall consist of six (6) members who are employees of the Marietta City Schools.

31.021 One (1) member of the bargaining unit from each building shall be appointed by the Executive Committee of the MEA. Three (3) of the members shall be administrators appointed by the Superintendent. Members of the LPDC will elect a chairperson and any other officers the committee deems necessary.

30.03 Terms of office will be staggered.

30.031 Initial terms of bargaining unit members shall be two members appointed for a two-year term and two members appointed for a three-year term. Thereafter, terms will be two year appointments. Superintendent appointments will be made in the same manner.

30.04 Vacancies shall be filled in the manner of original appointment.

30.05 Meetings

30.051 The LPDC will meet monthly, as needed, and at other times as mutually agreed upon by LPDC members, and shall adopt such policies as are required by law for providing notice of meetings of committees of public bodies. All meetings of the LPDC shall be public. Minutes of meetings and records of the LPDC shall be prepared and maintained in compliance with the laws governing the operation of committees of public bodies.

30.052 A quorum shall consist of seven (7) members (only one bargaining unit member and one superintendent appointed member may be absent).

30.053 Meetings will be held at the Board office unless the committee agrees to another location.

30.054 Meetings will be held during release time whenever possible. If other than release time, bargaining unit members will be paid at the hourly rate of thirty dollars ($30) per hour.

30.06 Training

30.061 Members of the LPDC shall be provided with opportunities to attend training on the purpose, responsibilities, functioning, and legal requirements of the LPDC.

30.062 Training shall be provided at no cost or loss of pay to committee members.

30.0621 The LPDC will annually prepare and submit to the Board a budget to cover training and related costs.

30.0622 The members of the committee will be granted Professional Leave with prior approval of the Superintendent.

30.063 LPDC training for committee members shall constitute appropriate "equivalent activities" for the purpose of the committee members' own IPDP if the committee decides so by majority vote.

30.07 Appeals

30.071 Any appeal of an LPDC decision must be made according to the following procedure:

30.0711 Reconsideration: If any educator disagrees with an LPDC decision, the educator will be given the opportunity to meet personally with the LPDC to discuss the IPDP and to discuss his/her case.

30.0712 If, after the reconsideration process has taken place, the LPDC and the educator are still unable to come to agreement, a third party panel will review the decision. The third party panel will consist of one licensed educator selected by the LPDC; one licensed educator selected by the educator; and one licensed educator agreed upon by both the educator requesting the review and the LPDC. These three individuals then function as a panel to review the LPDC decision and either uphold it or overturn it. Members of the LPDC will not be members of a third party panel.

30.0713 If this process still results in no agreement, the educator will be able to appeal to the Ohio Department of Education concerning the LPDC decision.

30.0714 Records will be kept at the Board office. Access to records will be subject to current policies and agreements regarding personnel records.

30.0715 LPDC members will not be permitted to review their own IPDP. They will abstain from the review and voting, in which case a quorum will consist of five (5) of the remaining six (6) members.

ARTICLE XXXI
EMPLOYMENT OF RETIRED TEACHERS

31.01 The provisions contained herein shall apply uniformly to retired teachers of other school districts and states as well as the Marietta City School District, except for 33.03. It is the discretion of the Board and administration whether any individual retired teacher is reemployed under this agreement. In the event a retired teacher is employed after the execution of this contract, that teacher will be employed under a one (1) year limited contract. If reemployed, successive contracts shall also be for a term of one (1) year. Such contracts may be non-renewed, at the discretion of the Board, by notice given on or before June 1 of the year in which the contract expires. Article IX – Non-Renewal and Article XV §15.03 and §15.04 shall not apply to any bargaining unit member employed in accordance with this article.

31.02 When a retired teacher is employed, that teacher will be placed on the first step of the salary scale at the teacher appropriate level of preparation (degree status.) Thereafter, that teacher will gain one (1) year experience for each year of employment beginning at step 1. Article XIX, §19.02 shall not apply to any teacher employed in accordance with this article.

31.03 Any bargaining unit member contemplating retirement from Marietta City Schools shall have the opportunity to discuss his/her reemployment with an administrative representative of the Board prior to making a retirement decision, if the bargaining unit member so requests. At that meeting the administrator shall inform the bargaining unit member of his/her intended recommendation to the superintendent regarding reemployment. If the administration makes said commitment, no vacancy shall be declared by the superintendent. Article XIII, §13.01 through §13.09 shall not apply to the position as specified above.

31.04 Retired teachers employed by the Board may elect to start employment on the first work day after August 31 in their initial year of employment. The district will hire substitute teachers, as needed, to start the school year and the employed retired teacher shall have his/her salary prorated to reflect any missed days. Article VII, §7.011 shall not apply for the purpose of this initial employment.

31.05 Retired teachers will be exempt from all entry-year programs.

31.06 When a retired teacher is employed by the district he/she will be eligible for the districts group health insurance plan. The employees share of the premium will be 25% for single and 30% for family coverage.

31.07 Any retired teacher, employed by the Board, is excluded from Article XVIII "Retirement/Severance Pay".

31.08 The grievance procedure of the collective bargaining agreement shall not apply to the decision to employ or not employ a retired teacher under this article. Nor shall the grievance procedure apply to the contractual terms of salary, benefits, or contracts specifically excluded as stated herein, unless the Board does not honor the terms and conditions of this article when acting to employ retired teachers.

31.09 Prior to employment, each retired teacher shall receive a copy of this language.

ARTICLE XXXII
RESIDENT EDUCATOR

32.01 Program Purpose

The Ohio Resident Educator (RE) Program began in 2011, and is a comprehensive, two-year initiative to assist beginning teachers with mentoring and professional development as they start their education careers. The RE Program is designed to improve teacher retention, enhance teacher quality, and result in improved student achievement. The RE Program can be envisioned as a professional pathway to continued professional learning, leading educators to more effective practices and excellence in teaching.

32.02 Identification of Resident Educator

Resident Educators will possess the appropriate Ohio educator license and meet the employment requirements as specified in the Ohio Department of Education's Resident Educator Program.

32.03 Program Coordinator

The Program Coordinator is appointed from a pool of state certified mentors in the district by the Superintendent in consultation with the building principals. The Program Coordinator will work with principals to select and assign mentors that have completed the mentor selection tool and completed the state certification process.

The coordinator will:

- Ensure new mentors complete state training
- Provide orientation to Resident Educator Program for Resident Educators, mentors, and building leaders
- Determine Resident Educator eligibility, register Resident Educators and identify mentors
- Support Resident Educator's on-going progress
- Support ongoing professional development to Resident Educators and mentors
- Register teachers in CORE by November 15
- Complete end-of –year program requirements in CORE by the deadline, including completion of RESA (if applicable)

32.04 Mentor

The mentor will meet the requirements to be a mentor as specified by the Ohio Department of Education Resident Educator Program. The mentor will complete all tasks outlined by the Program Coordinator to assist the Resident Educator in completion of the program.

32.05 Training and Release Time

The board shall provide the Resident Educator Coordinator the opportunity and funding to attend semi-annual Program Coordinator Network meetings. Mentors will be reimbursed for state required training to become certified. Current state certified mentors may attend optional advanced mentor training as it becomes available. Mentors will be released from their duties to observe the new teacher they are mentoring for ½ day periods, up to 4 times during the year at the Mentor's discretion. Resident Educators will be released from their duties to observe exemplary teachers for ½ day periods, up to two times during the year at the Resident's discretion.

32.06 Compensation

Teachers serving as mentors will be paid a stipend of $800.00 for each Resident Educator to whom they are assigned. This stipend shall be paid upon successful completion of all the requirements listed above. All required tasks must be completed and submitted to the Program Coordinator. The Program Coordinator will have two (2) weeks extended service.

ARTICLE XXXIII
COLLEGE CREDIT PLUS

33.01 The opportunity to teach any course offered by the school district through College Credit Plus shall be offered to all members of the bargaining unit who are qualified to teach the course.

33.02 Teaching a course that qualifies for College Credit Plus shall be voluntary on the part of the teacher.

33.03 Any teacher who teaches a course that qualifies for College Credit Plus shall be afforded an in-service day to visit the participating institution of higher education to engage in planning with the cooperating college instructor. The teacher shall be paid his/her per diem rate of pay for the in-service day, plus any other necessary and actual expenses (e.g., mileage, meals, etc.) at the district rate.

33.04 The class size for teachers who teach a course in College Credit Plus shall be kept equitable with class sizes in non-CCP courses.

33.05 Any teacher who teaches a course in College Credit Plus shall be paid a stipend of $500 per course per semester. The stipend shall be paid at the end of each semester (January & June).

33.06 Any teacher who teaches a course in College Credit Plus shall be provided one professional leave day at the end of each semester in order to fulfill required administrative responsibilities (e.g., grading the course, etc.).

ARTICLE XXXIV
CONTRACT MAINTENANCE

34.01 Waiver of Negotiations

34.011 The Board and The Association acknowledge that during negotiations resulting in this Agreement, each party had the right and the opportunity to make demands and proposals with respect to any matter and that this Agreement was arrived at by the parties after the exercise of that right and opportunity. The Board and the Association shall voluntarily waive, during the life of this Agreement, said rights and each agrees that the other shall not be obligated to negotiate with respect to any subject or matter irrespective of whether such matters or subjects are specifically referred to or covered in this Agreement.

34.02 Maintenance of Standards

34.021 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.

34.03 No Strike/No Lockout Clause

34.031 The Association and bargaining unit members covered by this Agreement agree they will "not strike" during the term of this Agreement.

"Strike" means concerted action in failing to report to duty; willful absence from one's position, stoppage of work, slowdown or abstinence in whole or part from the full faithful and proper performance of the duties of employment for the purpose of inducing, influencing, or coercing a change in wages, hours, terms and other conditions of employment.

Stoppage of work by employees in good faith because of dangerous or unhealthful working conditions at the place of employment which are abnormal to the place of employment shall not be deemed a strike. The Board shall not lock out members of the bargaining unit during term of this Agreement.

34.04 Entire Agreement Clause

35.041 This Agreement supersedes and cancels all previous agreements, verbal or written or based on alleged past practices between the Board and the Association and constitutes the entire Agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

34.05 Conflict with Law Clause

34.051 The parties hereby agree that this Agreement shall supersede all laws pertaining to wages, hours and terms and conditions of employment to the full extent permitted by chapter 4117 of the revised code. In the event a court of competent jurisdiction or the State Employment Relations Board, in a final, unappealed or nonappealable judgment, finds that any provision of this Agreement is in conflict with, and does not supersede, any provisions of law, the parties shall meet within thirty (30) days to negotiate those provisions. In the event that any of the provisions of this Agreement shall be declared illegal, the remainder of the agreement shall remain in full force and effect.

34.06 Upon ratification of this agreement by both the Association and the Board, this Agreement will be signed by the President of the Association and the President of the Board and will be binding on both parties effective July 1, 2023 through June 30, 2026.

MARIETTA EDUCATION ASSOCIATION

Marietta E.A. President — Date: 9/25/2023

MARIETTA BOARD OF EDUCATION

Marietta City Schools Superintendent — Date: 9/25/2023

SY 2023-2024: 4% Base Salary Raise

MARIETTA E.A.

2023-2024 Salary Schedule

$39,982.00										
	Bachelor's Degree		**Bach. Degree (150 Hrs.)**		**Master's Degree**		**Master's Degree + 15 Grad Hrs.**		**Master's Degree + 30 Grad Hrs.**	
1	**1.0000**	$39,982	**1.0400**	$41,581	**1.1400**	$45,579	**1.1900**	$47,578	**1.2900**	$51,577
2	**1.0310**	$41,220	**1.0750**	$42,980	**1.1790**	$47,138	**1.2287**	$49,125	**1.3281**	$53,099
3	**1.0620**	$42,459	**1.1100**	$44,379	**1.2179**	$48,696	**1.2674**	$50,671	**1.3661**	$54,621
4	**1.0929**	$43,698	**1.1450**	$45,778	**1.2569**	$50,254	**1.3060**	$52,218	**1.4042**	$56,143
5	**1.1239**	$44,936	**1.1800**	$47,177	**1.2959**	$51,812	**1.3447**	$53,764	**1.4423**	$57,666
6	**1.1549**	$46,175	**1.2150**	$48,577	**1.3349**	$53,370	**1.3834**	$55,311	**1.4804**	$59,188
7	**1.1859**	$47,414	**1.2500**	$49,976	**1.3738**	$54,929	**1.4221**	$56,857	**1.5184**	$60,710
8	**1.2169**	$48,652	**1.2850**	$51,375	**1.4128**	$56,487	**1.4608**	$58,404	**1.5565**	$62,233
9	**1.2478**	$49,891	**1.3199**	$52,774	**1.4518**	$58,045	**1.4994**	$59,950	**1.5946**	$63,755
10	**1.2788**	$51,129	**1.3549**	$54,173	**1.4908**	$59,603	**1.5381**	$61,497	**1.6327**	$65,277
11	**1.3098**	$52,368	**1.3899**	$55,572	**1.5297**	$61,161	**1.5768**	$63,043	**1.6707**	$66,800
12	**1.3408**	$53,607	**1.4249**	$56,971	**1.5687**	$62,720	**1.6155**	$64,590	**1.7088**	$68,322
13	**1.3718**	$54,845	**1.4599**	$58,370	**1.6077**	$64,278	**1.6542**	$66,136	**1.7469**	$69,844
14	**1.4027**	$56,084	**1.4949**	$59,769	**1.6466**	$65,836	**1.6928**	$67,683	**1.7850**	$71,368
15	**1.4337**	$57,323	**1.5299**	$61,168	**1.6856**	$67,394	**1.7315**	$69,230	**1.8230**	$72,889
20	**1.4452**	$57,781	**1.5421**	$61,658	**1.6991**	$67,933	**1.7454**	$69,783	**1.8376**	$73,472
23	**1.4569**	$58,243	**1.5545**	$62,151	**1.7127**	$68,477	**1.7593**	$70,342	**1.8523**	$74,060
25	**1.4684**	$58,709	**1.5669**	$62,648	**1.7264**	$69,025	**1.7734**	$70,904	**1.8672**	$74,652
28	**1.4801**	$59,179	**1.5795**	$63,149	**1.7402**	$69,577	**1.7876**	$71,472	**1.8821**	$75,249

A one-time payment of $1,000.00 shall be paid to all members Prior to September 30, 2023. This payment can be directly placed into the member's HSA plan as a pre-tax contribution, or the payment can be made to the member but will be subject to applicable taxes.

<u>SY 2024-2025</u>: 4% Base Salary Raise

MARIETTA E.A.

2024-2025 Salary Schedule

$41,581.00	Bachelor's Degree		Bach. Degree (150 Hrs.)		Master's Degree		Master's Degree + 15 Grad Hrs.		Master's Degree + 30 Grad Hrs.	
1	**1.0000**	$41,581	**1.0400**	$43,244	**1.1400**	$47,402	**1.1900**	$49,481	**1.2900**	$53,639
2	**1.0310**	$42,870	**1.0750**	$44,700	**1.1790**	$49,024	**1.2287**	$51,091	**1.3281**	$55,224
3	**1.0620**	$44,159	**1.1100**	$46,155	**1.2179**	$50,641	**1.2674**	$52,700	**1.3661**	$56,804
4	**1.0929**	$45,444	**1.1450**	$47,610	**1.2569**	$52,263	**1.3060**	$54,305	**1.4042**	$58,388
5	**1.1239**	$46,733	**1.1800**	$49,066	**1.2959**	$53,885	**1.3447**	$55,914	**1.4423**	$59,972
6	**1.1549**	$48,022	**1.2150**	$50,521	**1.3349**	$55,506	**1.3834**	$57,523	**1.4804**	$61,557
7	**1.1859**	$49,311	**1.2500**	$51,976	**1.3738**	$57,124	**1.4221**	$59,132	**1.5184**	$63,137
8	**1.2169**	$50,600	**1.2850**	$53,432	**1.4128**	$58,746	**1.4608**	$60,742	**1.5565**	$64,721
9	**1.2478**	$51,885	**1.3199**	$54,883	**1.4518**	$60,367	**1.4994**	$62,347	**1.5946**	$66,305
10	**1.2788**	$53,174	**1.3549**	$56,338	**1.4908**	$61,989	**1.5381**	$63,956	**1.6327**	$67,889
11	**1.3098**	$54,463	**1.3899**	$57,793	**1.5297**	$63,606	**1.5768**	$65,565	**1.6707**	$69,469
12	**1.3408**	$55,752	**1.4249**	$59,249	**1.5687**	$65,228	**1.6155**	$67,174	**1.7088**	$71,054
13	**1.3718**	$57,041	**1.4599**	$60,704	**1.6077**	$66,850	**1.6542**	$68,783	**1.7469**	$72,638
14	**1.4027**	$58,326	**1.4949**	$62,159	**1.6466**	$68,467	**1.6928**	$70,388	**1.7850**	$74,222
15	**1.4337**	$59,615	**1.5299**	$63,615	**1.6856**	$70,089	**1.7315**	$71,998	**1.8230**	$75,802
20	**1.4452**	$60,093	**1.5421**	$64,122	**1.6991**	$70,650	**1.7454**	$72,575	**1.8376**	$76,409
23	**1.4569**	$60,579	**1.5545**	$64,638	**1.7127**	$71,216	**1.7593**	$73,153	**1.8523**	$77,020
25	**1.4684**	$61,058	**1.5669**	$65,153	**1.7264**	$71,785	**1.7734**	$73,740	**1.8672**	$77,640
28	**1.4801**	$61,544	**1.5795**	$65,677	**1.7402**	$72,359	**1.7876**	$74,330	**1.8821**	$78,260

SY 2025-2026: 4% Base Salary Raise

MARIETTA E.A.

2025-2026 Salary Schedule

$43,244.00	Bachelor's Degree		Bach. Degree (150 Hrs.)		Master's Degree		Master's Degree + 15 Grad Hrs.		Master's Degree + 30 Grad Hrs.	
1	**1.0000**	$43,244	**1.0400**	$44,974	**1.1400**	$49,298	**1.1900**	$51,460	**1.2900**	$55,785
2	**1.0310**	$44,585	**1.0750**	$46,487	**1.1790**	$50,985	**1.2287**	$53,134	**1.3281**	$57,432
3	**1.0620**	$45,925	**1.1100**	$48,001	**1.2179**	$52,667	**1.2674**	$54,807	**1.3661**	$59,076
4	**1.0929**	$47,261	**1.1450**	$49,514	**1.2569**	$54,353	**1.3060**	$56,477	**1.4042**	$60,723
5	**1.1239**	$48,602	**1.1800**	$51,028	**1.2959**	$56,040	**1.3447**	$58,150	**1.4423**	$62,371
6	**1.1549**	$49,942	**1.2150**	$52,541	**1.3349**	$57,726	**1.3834**	$59,824	**1.4804**	$64,018
7	**1.1859**	$51,283	**1.2500**	$54,055	**1.3738**	$59,409	**1.4221**	$61,497	**1.5184**	$65,662
8	**1.2169**	$52,624	**1.2850**	$55,569	**1.4128**	$61,095	**1.4608**	$63,171	**1.5565**	$67,309
9	**1.2478**	$53,960	**1.3199**	$57,078	**1.4518**	$62,782	**1.4994**	$64,840	**1.5946**	$68,957
10	**1.2788**	$55,300	**1.3549**	$58,591	**1.4908**	$64,468	**1.5381**	$66,514	**1.6327**	$70,604
11	**1.3098**	$56,641	**1.3899**	$60,105	**1.5297**	$66,150	**1.5768**	$68,187	**1.6707**	$72,248
12	**1.3408**	$57,982	**1.4249**	$61,618	**1.5687**	$67,837	**1.6155**	$69,861	**1.7088**	$73,895
13	**1.3718**	$59,322	**1.4599**	$63,132	**1.6077**	$69,523	**1.6542**	$71,534	**1.7469**	$75,543
14	**1.4027**	$60,658	**1.4949**	$64,645	**1.6466**	$71,206	**1.6928**	$73,203	**1.7850**	$77,191
15	**1.4337**	$61,999	**1.5299**	$66,159	**1.6856**	$72,892	**1.7315**	$74,877	**1.8230**	$78,834
20	**1.4452**	$62,496	**1.5421**	$66,687	**1.6991**	$73,476	**1.7454**	$75,478	**1.8376**	$79,465
23	**1.4569**	$63,002	**1.5545**	$67,223	**1.7127**	$74,064	**1.7593**	$76,079	**1.8523**	$80,101
25	**1.4684**	$63,499	**1.5669**	$67,759	**1.7264**	$74,656	**1.7734**	$76,689	**1.8672**	$80,745
28	**1.4801**	$64,005	**1.5795**	$68,304	**1.7402**	$75,253	**1.7876**	$77,303	**1.8821**	$81,390