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NEGOTIATED AGREEMENT

Between

MARTINS FERRY EDUCATION ASSOCIATION

and the

MARTINS FERRY BOARD OF EDUCATION

September 1, 2026 – August 31, 2027

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THIS AGREEMENT, entered in on this 14th day of July, 2026 by and between the Board of Education of the Martins Ferry City School District, and the Martins Ferry Education Association:

WITNESSETH:

PREAMBLE

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

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

ARTICLE I - RECOGNITION

1.1 Recognition of the Association

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

1.2 Recognition of the Board

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

1.3 Recognition of the Superintendent

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

ARTICLE II - NEGOTIATION PROCEDURES

2.1 Directing Requests

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

2.2 Negotiation Meetings

An agreement to be reached by the superintendent and the representative of the Association within (5) days of the request as to the time and place of the meeting which shall be held within (15) days after the request has been submitted, unless both parties agree to the extension of time. Further meetings shall be completed within sixty (60) days or by a mutually agreed time. Meetings shall not exceed two hours and shall be held at a time other than the regular school hours. Negotiation meetings shall be in executive session unless mutually agreed by both parties. At the first meeting, the Association and the Board shall simultaneously exchange specific written proposals for each article that the party wishes to discuss during negotiation. Subsequently, no new proposals involving different articles shall be presented by either party, except by mutual agreement. During negotiations, each party shall share their thoughts about why a particular proposal or provision is or is not a good idea, so that the other party may engage in good faith efforts to craft acceptable proposals.

2.3 Representation

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

2.4 Assistance

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

2.5 Information

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

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

2.6 While Negotiations are in Progress

A. Recess

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

B. Protocol

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

C. Item Agreement

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

D. Schedule of Meetings

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

E. Observers

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

F. News Releases During Negotiations

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

2.7 Agreement

A. When tentative agreement is reached between the teams, it shall be submitted to the Martins Ferry Education Association and the Board for approval. Both parties agree to act on approval at the next regular or special meeting, provided the Board shall not act prior to the action by the Martins Ferry Education Association. Following approval by both parties, the agreement shall be signed by both parties. The resulting contract shall be binding on both parties.

B. The negotiation teams of both parties shall have the power to negotiate without delays and to consult the total membership of their respective groups. While no final agreement shall be executed without ratification by the Association and the Board, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, counter proposals, consider proposals, and make concession in the course of negotiations.

2.8 Disagreement

A. In case of disagreement, the parties shall select a mediator by mutual agreement. The mediator shall have jurisdiction over the negotiations and shall have the right to schedule meetings for both the length and locations of the meeting.

B. Costs

The parties will share equally in the cost of mediation.

C. Right to Strike

The Association shall have the right to notify the Board within ten (10) days of the expiration date of the contract that the Association will have the right to strike in accordance with the Ohio Revised Code 4117.

2.9 Rights of the Individuals

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

2.10 Provisions Contrary to Law

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

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

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

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

ARTICLE III - GRIEVANCE PROCEDURE

3.1 Definitions

A. A "grievance" is an alleged violation, misinterpretation, or misapplication of this agreement.

B. The grievant or aggrieved. The term "grievant" or "aggrieved" shall include any member of the bargaining unit, any group of members acting as a class, or the bargaining agent itself acting on behalf of itself or for any member or group of members. A grievance shall have risen out of identical circumstances affecting each member of the group.

C. Days. "Days" as used in this procedure shall be working days exclusive of all holidays and vacation periods recognized in the school calendar. During the summer break, such "days" shall mean week days (Monday through Friday) excluding legal holidays.

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

3.2 Rights of the Grievant

A. A grievant may appear on his/her own behalf or may be represented at any and all steps of the Grievance Procedure, excepting Step 1 by the bargaining agent, or by counsel, or by any other person of the aggrieved's choice.

B. A grievant shall have the right to present a claim in accordance with the procedure described herein, free from interference, coercion, restraint, discrimination, or reprisal.

C. The grievant shall not be denied his/her legal rights under law; provided however, upon filing a complaint by the grievant or on the grievant's behalf, in any court of competent jurisdiction demanding relief upon a matter which is the subject of a pending grievance such filing shall be deemed a waiver of the rights granted herein and the grievance shall be dismissed.

D. No grievance may be submitted to arbitration without the consent of the bargaining agent.

E. If a grievance appears to arise from the actions of an authority higher than the immediate supervisor and/or affects a group of members or the bargaining agent, it may be submitted at Step II described herein.

F. Any grievance not settled at an informal level shall be reduced to writing, shall state such relief sought, and the specific section or sections or the agreement violated, misinterpreted or misapplied.

G. A grievant shall not be placed in jeopardy or be subject for reprisal or discrimination for having followed or utilized the Grievance Procedure.

H. Copies of the documents pertaining to a grievance which has been filed shall be placed only in the confidential files of the superintendent's office and president of the Association. The treasurer shall make these available only to members of the Board, the superintendent, and/or by Court Order. All proceedings except the disposition shall be destroyed after seven (7) years and the material contained in the final disposition shall be destroyed after ten (10) years.

I. Time Limit. Time limits specified herein are considered maximum; however, they may be extended by written agreement of the parties. Failure at any step of this procedure to communicate the disposition of a grievance within the time limits provided shall grant the relief sought. Lack of adherence to time limits by grievant shall bar the grievance and act as a waiver of grievant's rights to proceed.

J. The Aggrieved, irrespective of the step at which grievance is entered, shall be granted a minimum of fifteen (15) days in which to make the first filing.

3.3 Procedural Steps

A. Informal Step -- If a grievant believes there is a basis for an eligible grievance, the grievant must first discuss the matter with an immediate supervisor in an effort to resolve the problem informally unless both parties agree in writing to waive this step. Such discussion must take place with fifteen (15) days after the alleged grievance occurs. The immediate supervisor shall provide the aggrieved with an answer within five (5) days of the informal discussion.

B. Step 1 -- If the informal discussion does not resolve the grievance to the satisfaction of the employee, such employee shall have the right to lodge a formal claim to his/her immediate supervisor by submitting a completed Grievance Report Form. If such Grievance Report is not filed within seven (7) days of the receipt of the answer from the immediate supervisor, the grievance shall no longer exist, having been waived by the grievant. Within seven (7) days of receipt of the grievance, the immediate supervisor shall meet with the aggrieved, in an effort to resolve the matter. The immediate supervisor shall indicate his/her disposition of the grievance with seven (7) days after such meeting by completing the report form and returning it to the aggrieved, the bargaining agent, and the superintendent. If such disposition is not timely filed, the grievance shall be sustained.

C. Step II -- If the action taken by the immediate supervisor does not resolve the problem to the satisfaction of the employee, such employee may appeal in writing to the superintendent. Failure to file such appeal within seven (7) days from receipt of the written notice of the immediate supervisor's action on said problem shall be deemed a waiver of not only the right to appeal, but also the grievance. A hearing shall be conducted by the superintendent within seven (7) days after the receipt for a hearing before the superintendent. A request for a hearing with the superintendent must be made, in writing, at the time the grievance is filed with the superintendent. The aggrieved employee shall be advised in writing of the time, place and date of such hearing. The superintendent shall take action on the appeal of the grievance within seven (7) days after receipt of the appeal if no hearing is requested. If an oral hearing is requested, the superintendent shall take action on the appeal not later than seven (7) working days after the conclusion of the hearing. The action taken and the reasons for the action shall be reduced to writing and copies sent to the employee, the immediate supervisor and the president of the Association.

D. Step III -- If the aggrieved is not satisfied with the disposition of the grievance before the superintendent, he/she may within seven (7) days submit the grievance to Step III – The Board of Education. If such grievance is not lodged within seven (7) days following the superintendent's decision at Step II, the grievance shall no longer exist, having been waived by the grievant. The Board shall, at their next regular or special Board meeting, conduct a hearing in executive session. The Board shall render its decision in writing within seven (7) days of the hearing. If said decision is not timely filed, the grievance shall be sustained.

E. Step IV -- If the aggrieved is not satisfied with the disposition of the grievance before the superintendent, he/she may within seven (7) days submit the grievance to arbitration by the American Arbitration Association whose rules and regulations shall likewise govern the proceeding. The arbitrator may not add to, alter, or delete from the terms of the negotiated items. The arbitrator shall have all power and remedies within lawful statues to render a binding award to the parties. In case where the arbitrability of an issue is questioned, the matter of arbitrability shall be ruled upon by the arbitrator in an expedited fashion prior to the ruling by the arbitrator on the merits of the issue. The cost for services of the arbitrator shall be borne equally by the Board of Education and the bargaining agent.

MARTINS FERRY CITY SCHOOL DISTRICT

GRIEVANCE REPORT**

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

Name of the Grievant_____

Building_____

Assignment_____

DateFiled _____

Date cause of grievance occurred_____

Statement of grievance_____

_____

_____

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

_____

Relief sought_____

_____

_____

_____

_____

INFORMAL STEP

Date discussion with the immediate supervisor took place_____

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

_____ _____

Grievant Immediate Supervisor

Date:_____

Disposition of Immediate Supervisor _____

_____

_____

Date:_____

STEP I

Date Submitted to immediate supervisor_____

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

Disposition of Immediate Supervisor: _____

_____

_____

_____

Signature: _____ Date: _____

Grievant and/or Association Position:_____

_____

_____

STEP II

Date received by superintendent: _____

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

Date of hearing: _____

_____

Disposition of the superintendent: _____

_____

_____

Signature: _____ Date: _____
(If hearing was NOT requested)

Date: _____
(If hearing was requested)

Grievant and/or Association Position: _____

_____

_____

Signature: _____ Date: _____

STEP III

Date received by Board of Education: _____

Disposition by the Board of Education: _____

_____

_____

Signature: _____ Date: _____

Grievant and/or Association Position: _____

_____

_____

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

BARGAINING AGENT'S CONSENT TO SUBMIT GRIEVANCE TO ARBITRATION

_____ _____

Signature of Bargaining Agent Date

STEP IV

Date of request for Arbitration: _____

Date of Arbitration hearing: _____

Arbitrator's recommendations: _____

_____

_____

_____

_____

_____

_____

_____

_____

Signature: _____ Date: _____

ARTICLE IV - ASSOCIATION RIGHTS

4.1 Use of the Classroom

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

4.2 Association Business

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

4.3 Use of School Fund

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

4.4 Indemnification

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

4.5 Bulletin Boards

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

4.6 Mailing System

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

4.7 Board Agenda

The Association president or his/her designee shall be notified of the time, date, and place of all Board meetings and shall receive a copy of the agenda for each Board meeting with

or as soon as possible after such notification. A copy of the agenda of each Board meeting shall be given to the Association at the same time as it is given to the news media.

4.8 Association Time

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

4.9 Directory

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

4.10 Information Provided Association

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

A. A complete copy of the Board's Official Annual Appropriations Resolution when adopted by the Board (both temporary and permanent).

B. A copy of the Official Certificate of Estimated Resources and any amendments thereto when received by the Board's treasurer.

C. A copy of the Official July Budget when adopted by the Board.

D. A complete copy of the treasurer's December Financial Report as presented to the Board.

E. A copy of training and experience grids for bargaining unit members paid from the regular teachers' salary schedule. Numbers only will be furnished.

F. Available information on contract status of bargaining unit members as of January 1.

G. Prior to and in preparation for negotiations, the treasurer shall provide to the Association a copy of the latest monthly financial information.

4.11 Payroll Deduction

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

A. The Association will submit a written authorization signed by the unit member for payroll deduction on a form provided by the Association to the Board's treasurer on or before October 1 of any year the unit member begins payroll deduction under this section. Unless revoked or changed in keeping with procedures contained herein, an authorization will continue from year to year. In the event a refund is due a unit member, it shall be the responsibility of the Association to make such refunds. The Association shall indemnify and hold the Board harmless form all claims of excessive or improper dues deductions.

B. The deductions shall be made in twenty-four (24) equal installments (small variance first month acceptable) beginning in the month of October and ending the month of August.
All money so deducted shall be remitted once monthly to the treasurer of the recognized organization.

C. If a unit member's employment ends, or if he/she goes on a unpaid status before all deductions have been made, the unpaid balance will be deducted from his/her final payroll check to the extent the final payroll check is sufficient to cover the unpaid balance. If a unit member revokes his/her authorization before all deductions have been made, the unpaid balance will be deducted from his/her payroll check after the Board's treasurer receives notification of such revocation.

D. Following completion of each deduction, the Board's treasurer shall remit the amount which was deducted to the Association treasurer in check form made payable to the "Martins Ferry Education Association". A list of the unit members for whom the deductions were made will be included with the first check from the treasurer of the Board.

E. The Association shall provide the Board's treasurer a list of those members who have authorized payroll deduction, the amount to be deducted for each unit member, and any new authorization forms received by the Association. This shall be done no later than October 1 of each year.

F. The Association will promptly transmit authorization from employees hired after October 1 to the Board's treasurer who shall attempt to begin deductions with the next payroll, but in no case will deductions begin later than the second payroll after the Board's treasurer receives the authorization form. The total amount to be deducted will be equally divided by the number of pay periods the individual unit member has remaining in his/her pay plan for that contractual year. Current employees submitting new authorization must do so no later than October 1 each year.

4.12 No Reprisal Clause

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

4.13 Guaranteed Leave for Association Conferences, Conventions, and Work

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

4.14 Contractual Guarantee of Rights Under Law

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

4.15 Fair Share Fee

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

A. Payroll Deduction of Fair Share Fee

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

B. Notification of the Amount of Fair Share Fee

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

C. Schedule of Fair Share Deductions

1. All Fair Share Payers

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

2. Termination of Membership During the Membership Year

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

D. Transmittal of Deductions

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

E. Procedure for Rebate

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

F. Entitlement to Rebate

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

G. Religious Exemption

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

H. Indemnification of Employer

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

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

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

3. The Board agrees to (1) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding, (2) permit the Association or its affiliates' application to file briefs amicus curiae in the action;

4. The Board acted in good faith compliance with the fair share provision of this Agreement; however, there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to court order) or misapplies such fair share provision herein.

ARTICLE V - FAIR TREATMENT

5.1 No teacher shall be terminated, non-renewed, transferred, or reprimanded in any manner except for just cause.

5.2 The Board shall establish and promulgate to the Association a set of reasonable rules and regulations to help govern day to day conduct and work relations of all teachers. These rules will be uniformly, fairly, and equitably administered; and depending on the seriousness of the documented offense the following disciplinary action may be applied and shall become a part of the teacher's personnel file:

A. Verbal reprimand from the immediate supervisor.

B. Written reprimand from the immediate supervisor.

C. Involuntary transfer.

D. Termination of contract.

(The term "termination" shall be synonymous with "non-renewal".)

5.3 Any teacher receiving disciplinary action under the aforementioned guidelines will also receive written notification of the same.

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

5.5 Contract nonrenewal for Probationary Teachers

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

5.6 Nonrenewal of Other Teachers

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

5.7 Nondiscrimination

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

ARTICLE VI - NOTICE OF VACANCIES

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

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

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

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

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

b. Building where vacancy exists

c. Certification/licensure and requirements for vacancy required by the State Department of Education

d. Deadline for application (last day for bidding)

e. Effective starting date

6.5 Bids must be submitted in writing by either hand delivery or by certified mail.

6.6 If more than one teacher has applied for the same position, the teacher best qualified for that position shall be given the most consideration. Qualifications being equal, seniority in the vacant teaching field within the school system shall control. Notwithstanding anything herein to the contrary, the terms hereof shall not in any way restrict the right of the Board to employ whomever it chooses for the positions excluded from the bargaining unit under Article I of this Agreement.

6.7 Members of the bargaining unit who qualify and have bid on a vacancy shall be notified in writing of the administration's filling the vacancy within five (5) days from when the Board action was taken.

6.8 The Superintendent of Schools, after following the above provisions shall have the final authority to assign teachers and other employees under his/her supervision.

ARTICLE VII - VOLUNTARY TRANSFERS AND REASSIGNMENTS

7.1 Those teachers requesting a transfer and/or reassignment will specify the building, grade level, or subject area, in writing. When vacancies meeting the specific request are available, the teacher requesting the change will be notified.

7.2 Each teacher requesting a transfer and/or reassignment will be given the opportunity to discuss vacancies with the superintendent.

7.3 Elementary and secondary teachers requesting transfer and/or reassignment will be given the opportunity to meet with the principal at the building where there are vacancies. Teachers requesting reassignment will be considered first before those requesting transfer. If two teachers request the same reassignment or transfer and if qualifications are the same, the most senior teacher will be given first consideration on the reassignment or transfer.

7.4 Consultation with the teachers directly involved is encouraged.

7.5 When vacancies occur within the district, qualified staff members currently in the district's employ will be considered before outside applicants.

7.6 The final decision on transfer and reassignments will be made by the superintendent.

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

ARTICLE VIII - INVOLUNTARY TRANSFERS AND REASSIGNMENTS

8.1 When an involuntary transfer or reassignment is necessary, the initial notification shall be made during a personal conference between the teacher and one principal.

8.2 Notification in writing stating the reason for the transfer or reassignment shall be made to the person being transferred or reassigned within seven (7) calendar days after the personal conference.

8.3 Staffing needs will be published during the school year as soon as they are known to enable the most suitable staff to be identified and assigned.

8.4 When transfer/reassignment is necessitated by reduction in enrollment or signups, the teachers at the grade level or department will participate in discussing the transfer/reassignment with the principal. If an agreement cannot be reached on a volunteer transfer, the transfer/reassignment will be made on the basis of certification, education qualifications, and seniority. If agreement is not reached on transfer/reassignment, the Superintendent of Schools will make the transfer/reassignment.

8.5 Notification of the transfer/reassignment will be made to the teacher by August 1st. Any transfer/reassignment after that time shall be with the consent of the teachers.

8.6 Final decision in transfer or reassignment will be made by the superintendent.

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

ARTICLE IX - REDUCTION IN STAFF

9.1 Reduction in Force Plan

A. The Board may only conduct a reduction in force (RIF) for any of the reasons identified in ORC 3319.17. A reduction in force shall first be addressed through attrition resulting from resignations or retirements. If further reductions are considered necessary, the Board shall develop a RIF plan to suspend the contracts of teachers according to the provisions of ORC Section 3319.17. The order of considerations for contract suspension under ORC 3319.17 is:

1. Identified program, position, or "teaching field" to be cut
2. Contract status (limited contract before continuing contract)
3. Evaluation rating
4. Seniority

B. In the event that a RIF plan is developed, the Board shall only suspend the necessary number of teacher contracts to effectuate the RIF plan. The Board shall give preference to teachers with comparable evaluations in the appropriate Group. The Board shall not give preference to any teacher based on seniority, except when making a decision between teachers who are in the same group of comparable evaluations.

C. A teacher's continuing contract status shall be valid from the date and time of the action taken by the Board to approve a teacher's continuing contract application.

D. Comparable evaluations shall be defined for the purpose of executing a RIF plan as teachers receiving, on their most recent comprehensive evaluation, the following final holistic ratings:

- Comparable Evaluations Group 1: “Ineffective” and “Developing”
- Comparable Evaluations Group 2: “Accomplished” and “Skilled”

9.2 Notification of Intent to RIF

A. At least thirty (30) calendar days preceding the date of Board action to authorize a RIF, the Association President shall be informed of the Board’s intent to implement a reduction in force.

B. Before the Board makes any suspensions of teacher contracts due to reduction in force, it must inform the MFEA and affected employees at least fifteen (15) calendar days prior to authorizing the RIF. Such notice will be in writing and include the specific positions to be affected, proposed effective dates of contract suspension, and reasons for the action. If requested by the Association, the Board will enter into discussions with the Association regarding the need for, implementation, and impact of the proposed RIF.

9.3 Displacement

A. If eligible under the order of considerations for contract suspension listed in Section 9.1 of this article, a teacher whose contract is suspended in a RIF plan or who is displaced during the RIF displacement process may elect to exercise displacement rights. Such teacher must give the Superintendent written notice of intent to exercise those displacement rights within five (5) workdays from the receipt of the Superintendent’s written notice of the Board’s intent to suspend the teacher’s employment contract pursuant to the RIF plan. The displacement process shall start with the most senior bargaining unit member holding one of the positions identified for contract suspension and then proceed to the next most senior, and so on, until the displacement process is completed.

B. No teacher shall be displaced by another teacher whose evaluation rating is lower.

9.4 Seniority

A. Seniority is based on the length of continuous service to the school system which is not to be affected by authorized leaves of absence. Bargaining unit members who resign and then are re-employed begin accumulating seniority at the time of their re-employment.

B. The Board will maintain a Seniority List that includes the employee’s application date, date of Board action to hire, current certifications/licensures, and current contract status.

C. The seniority list must be available to MFEA at all times.

D. In cases where two or more teachers have had their initial employment contracts approved by the Board at the same school board meeting, their names are arranged on the seniority lists based on the order in which they were listed at the school board meeting at which they were hired. Further ties will be broken by random drawing in the presence of MFEA representatives appointed by the MFEA president.

E. Teachers who have their contracts suspended pursuant to a RIF plan continue to accrue seniority.

9.5 RIF List

A. Names of teachers whose contracts are suspended due to a reduction in force are placed on a Reduction in Force (RIF) List based on the order of considerations for contract suspension listed in Section 9.1 of this article. All teachers' names shall appear in order of seniority on all lists for their area(s) of certification. Some teachers are certificated in several areas; therefore, their names will appear on several different lists.

B. Names of teachers suspended for other reasons will not appear on the RIF List.

C. Teachers whose contracts are suspended and are on the RIF list shall have the right to maintain benefits by paying the total premium for group life, hospitalization, and other group insurance benefits for as long as they are on the RIF list.

D. The Board shall not contest unemployment compensation requests by employees whose contracts have been suspended pursuant to a RIF and who are on the RIF list, unless the employee is ineligible for unemployment compensation for reasons other than their RIF status.

E. Teachers whose contracts have been suspended pursuant to a RIF and who are on the RIF list shall be given preference in hiring as substitutes in the Martins Ferry City School District. While working as a substitute teacher in any school district and earning substitute pay, teachers on the RIF list do not lose their rights to recall.

F. Any teacher who accepts a full-time teaching job under a regular (non-substitute) employment contract with another school district for a period of a year or more will automatically be removed from the RIF List and lose the right to recall.

9.6 Recall

A. When a teacher's contract is suspended because of a reduction in force, a teacher with a limited-term contract will remain on the RIF List for a period of twenty-four (24) months. The twenty-four (24) months shall be counted from September 1 of the new school year following the RIF. A

teacher with a continuing contract will remain on the RIF List until recall, retire, or under employment with another school district.

B. If an opening occurs, the Board must send a certified letter to the teacher's last known address to inform the teacher of his or her opportunity to be re-employed. It is the teacher's responsibility to keep the Board informed of his or her whereabouts. The teacher has fifteen (15) days from the time the letter was sent to reply.

C. When there is an opening, the teacher on the RIF list with the most seniority following the order of consideration for contract suspension listed in Section 9.1 of this article, is automatically offered a contract by the Board at the same contract status, seniority, salary, and fringe benefits as he or she would have received if a reduction in force had not taken place.

D. Teachers who acquire new certifications/endorsements while on the RIF list will have those new certifications/endorsements taken into account for recall according to the order of consideration for contract suspension listed in Section 9.1 of this article, once those certifications/endorsements show up on the teacher's Educator Profile on the website of the Department of Education and Workforce.

E. Teachers on the RIF list who turn down a recall opportunity lose their rights to recall.

F. No new teachers may be hired by the school system for any position as long as there is a teacher certificated for the position on the RIF List.

ARTICLE X - CALENDAR

10.1 The school calendar shall consist of the following:

High School:	1092 hours
Middle School:	1092 hours
Elementary School:	984.5 hours

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

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

10.4 Parent-Teacher conferences will be scheduled as follows:

High School:	Dismiss at 12:00 p.m. with parent-teacher conferences occurring 12:00 p.m. – 5 p.m.
Elementary/Middle School:	Dismiss at 1:00 p.m. with parent-teacher conferences occurring 1:00 p.m. – 6:00 p.m.

10.5 Calendar Committee

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

ARTICLE XI – TEACHERS' LIMITED CONTRACTS-DURATION

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

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

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

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

11.3 A teacher becoming eligible for a continuing contract during the term of a limited contract shall be considered for continuing contract status upon meting all eligibility requirements of the Ohio Revised Code and the terms of this Agreement at the next regularly scheduled meeting of the Board of Education after the teachers submits proof of eligibility.

ARTICLE XII - WORKING CONDITIONS

12.1 The Board of Education agrees to employ sufficient qualified personnel so that each elementary student shall have at least one (1) class period per week of music, art, and physical education under the supervision of these specialists.

12.2 The regular classroom teacher shall have at least 40 minutes of daily planning time, free from other activities, while his or her class is under the supervision of these specialists. If possible, the specialists shall also receive at least 40 minutes of daily planning time.

12.3 In the event that regular or special teachers are absent, the building principal will make every effort to secure a substitute.

12.4 Teachers are to be discouraged from keeping students out of any specialist class for reasons of punishment or make-up work. Prior to any such removal, the teacher must consult with the specialist teacher. Should they not be able to mutually agree upon the removal, the final decision shall be made by the building principal.

12.5 If there is an activity outside the regular curriculum as described in the curriculum guide, teachers will have an opportunity to express their professional opinion on this activity.

12.6 Children of employees who reside outside the district boundaries shall not be required to pay tuition in order to attend Martins Ferry Schools.

12.7 With line-item receipts submitted and approval by the building principal, up to $100 spent on classroom supplies, curriculum items, and classroom equipment, shall be reimbursed by the school district. Receipts for reimbursements must be dated within the current fiscal year. Submissions for reimbursement must be accompanied by the appropriate district reimbursement form. Reimbursement under this provision is limited to one submission per teacher per school year.

12.8 In the elementary grades, the District shall provide for consistent class sizes across each grade level. If one classroom has more than two (2) more students than the other classroom(s), the District will reassign students to even out the class size. Once student class assignments are made and any corrections are made to even out the class size, the District shall mostly refrain from moving students mid-year to a new classroom

ARTICLE XIII - LEAVE PROVISIONS

13.1 Sick Leave

A. Sick leave credit shall accumulate at the rate of 1 ¼ days per month and at a maximum of fifteen (15) days per year.

B. Each teacher's sick leave accumulation shall be a total maximum accumulation of 300 days.

C. Each first-year teacher with no prior experience in the public section shall be granted a minimum of five (5) days sick leave upon employment by the Board.

D. Any teacher transferring to the employ of the Board shall be credited with the unused balance of his/her accumulated sick leave upon verification of such accumulation from the proper public agency.

E. A teacher may at his/her discretion use sick leave for absences due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to other employees of children, and absence due to illness or death in the immediate family in excess of the days allowed for in Section IX – Death and Burial of Member of Family.

F. Immediate family for purposes of this policy shall include spouse, children, father, mother, brother, sister, in-laws, grandparents, grandchildren, legal guardian or any other persons who live in the immediate household and derive their major support from the employee of the Board and if there is no one else available and is the sole responsibility of the employee.

G. Teachers granted such leave shall be replaced by a substitute teacher when possible.

H. Such leave as provided in this policy shall be extended upon recommendation of the superintendent according to Section 3319.08 of the Ohio Revised Code.

I. The treasurer of the board shall notify all employees as to their total accumulation of sick leave with each paycheck.

J. Any teacher who misses five (5) consecutive sick days will be required to present the district with a doctor's excuse unless the teacher is on approved maternity or FMLA leave. A doctor's excuse for absences may not exceed thirty (30) days. After thirty (30) days a new excuse shall be required, and the Board may require the employee to be examined by an <u>independent</u> doctor <u>from a list of five (5) doctors compiled in cooperation with the Association.</u> If the <u>independent</u> doctor clears the employee to return to work, then further sick leave will not be authorized by the Board of Education. In such instance, an employee choosing to continue leave will be considered on an unpaid leave of absence.

K. Leave Incentive

1. Each employee will be granted a leave incentive stipend based on the following:

i.	First Semester	0 days missed	$75.00
ii.	Second Semester	0 days missed	$75.00

2. This provision does not apply to absences due to: Professional leaves as approved by the Superintendent; Association leave; Bereavement leave; court leave when under subpoena; and court leave when summoned for jury duty.

L. Sick Leave Donation Program

a. The Martins Ferry School District Board of Education and the Martins Ferry Education Association shall establish a Sick Leave Donation Program. The Sick Leave Donation Program shall remain in effect for the duration of this Agreement and shall be governed by the following procedures.

b. To qualify for the Sick Leave Donation Program, an employee must have experienced a personal catastrophic or chronic illness or injury or a member of the employee's immediate family must have experienced a catastrophic or chronic illness or injury. The employee must have depleted his/her accumulated leave(s) and used possible advances of sick leave days under this Agreement, and additional days are still needed. The term "catastrophic illness or injury" shall include only those illnesses or injuries that are calamitous in nature constituting a great misfortune or are chronic or long term.

c. Requests for use of the Sick Leave Donation Program will be considered on a case by case basis by the Sick Leave Donation Committee. The Sick Leave Donation Committee will consist of five (5) Martins Ferry Education Association members appointed by the Association President and two (2) Administrative members appointed by the Superintendent. The Sick Leave Donation Committee shall develop a FAQ sheet to explain the Sick Leave Donation Program and will make a determination on the following criteria:

   i. The employee must have experienced a personal catastrophic or chronic illness or injury, or a member of the employee's immediate family must have experienced a catastrophic or chronic illness or injury as defined in this section that has exhausted or will exhaust the employee's sick leave. If so, the Committee will send out a notice to all employees notifying them of the need for donated days. Immediate family for this policy will be defined as: spouse, domestic partner, mother, father, children, brother, sister, mother-in-law, father-in-law, grandchildren and other persons who stand in the place of the above enumerated individuals.

   ii. Employees requesting consideration for the Sick Leave Donation Program must complete the request on the proper form (See Appendices) and submit one copy to the Superintendent and one copy to the Association President.

   iii. All sick leave balances must be exhausted before an application would be granted. Sick leave donations may not be used to defer application for or receipt of disability retirement benefits.

   iv. The total use of the Sick Leave Donation Program shall not exceed the current school year.

   v. All requests will be subject to the responses of the employees who wish to make donations to an individual approved by the Committee.

vi. All donations of sick leave by employees will remain confidential and should be submitted to the Committee on the proper form. Included on the form shall be a signed statement by the employee donating days, authorizing the Board Treasurer to transfer the days. (See Appendices)

vii. Activation of the Sick Leave Donation Program shall be made by a vote of each committee member. The rule of simple majority will be used to determine if the request is granted. All voting will be done by secret ballot.

viii. An employee may request donations more than once in any school year for the same illness, as needed, and as approved by the Sick Leave Donation Committee per school year regardless of the number of requests. The maximum number of days per request shall be thirty (30). After thirty (30) days have been exhausted, the employee may submit an additional request. The sick leave committee may consider all additional requests.

d. An employee may apply to the Committee for withdrawal in advance of the depletion of his/her accumulated sick leave, to be granted, if needed, upon such depletion.

e. Withdrawals shall be in full or half day units.

f. All applications for withdrawals shall be in writing, shall be verified by the Committee, and may be submitted on behalf of an employee by another person when necessary because of the incapacity of the employee.

g. A doctor's statement may be required with the application in order for the application to be considered. Additional information may be requested by the Committee.

h. Employees who have a minimum of thirty (30) days accrued of unused sick leave days at the time the donation request is made may donate up to five (5) days of sick leave per each request for donation up to a maximum of ten (10) donated days per school year. Employees donating sick leave shall notify the Committee of their donation by submitting a donation form (See Appendix B) to the Committee. Those days contributed will be deducted from the sick leave totals of the donor employees and will not count for purposes of Article XIV, Section K, Leave Incentive.

i. The donation of sick leave days by employees is strictly voluntary. The Committee is not responsible to provide sick leave days if none are donated.

j. Neither the name of the employee requesting the donation of sick leave days nor the names of the employees donating sick leave days shall be disclosed to anyone other than the Committee representatives or those

member(s) of the Treasurer's staff who administer the crediting and debiting of sick leave days pursuant to the donation procedure.

k. Donated sick leave days cannot be used beyond the school year in which the request is made or beyond the term of the contract under which the requesting employee is employed.

l. No bank, fund, or carryover balance of donated sick leave days shall be created as a result of the implementation of this section. The Treasurer or his/her staff will only deduct the number of requested and used days up to a maximum of thirty (30) days from those employees who have responded to the donation request.

m. The Committee shall establish procedures and forms for the recording, reporting, and accounting of Sick Leave Donation Program transactions and shall establish any other procedures necessary for the proper implementation of the Sick Leave Donation Program.

n. Applications for the Sick Leave Donation Program may be obtained from the Board office.

o. Decisions by the Committee are not subject to the Grievance Procedure of this Agreement and shall be unappealable. All decisions of the Sick Leave Donation Committee are final and are neither grievable nor arbitrable. The Association will defend and hold the Board and the Treasurer harmless against claims by a member against the Board relating to the Sick Leave Donation Committee's administration of the Sick Leave Donation Program.

p. The Sick Leave Donation Committee shall notify the Treasurer of the Board, in writing, of the number of days to be deducted/credited and from whom they are to be deducted/credited, within three (3) business days of the transaction in the Sick Leave Donation Program. The Treasurer may rely on the accuracy of the information provided by the Sick Leave Donation Committee and shall not be required to modify or reverse a member's compensation or sick leave accumulation, or otherwise be liable to a member of the Association for acts or omissions based on erroneous or untimely information.

q. The Committee will meet once per year by October 1st to annually review its guidelines.

r. Any certified employee that is not a retire/rehire employee is eligible to submit an application to the Sick Leave Donation Committee.

M. All leave request(s) must be submitted/processed into the Kiosk no later than two (2) days upon the staff member's return to work. Teachers who fail to meet this timeline will be docked fifty dollars ($50) per pay period in which a leave day or leave days are not entered.

13.2 Maternity Disability

A. Leave Rights:

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

B. Application for Leave:

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

C. Board Initiated Leave:

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

D. Rights While on Leave:

Professional staff members on leave due to disability caused or contributed to by pregnancy shall be entitled to use sick leave at the statutory rate; shall be recognized as full-time professional staff and treated as such for all fringe benefits purposes and the Board shall continue to make all contributions on their behalf during the period of disability leave; and shall be entitled to the reinstatement at the end of the period of the disability to the same class assignment, teaching assignment and supplemental duty assignment, if any, as held immediately prior to the disability, or to a substantially equivalent position for which the professional staff member holds a valid certification.

13.3 Maternity Leave

A. Leave Rights:

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

B. Application for Leave:

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

C. Time for Filing Application:

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

D. Reinstatement Rights:

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

E. Paternity Leave

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

13.4 Military Leave

A. Any member of the instructional staff who is required to accept military service in the time of national emergency, or who is called to active duty in the armed services, or who enlists in a branch of the armed services, shall be granted unpaid leave of absence.

B. During such leave, said member of the instructional staff shall be considered as if he/she had been performing assigned duties by the Board and granted full time in determining seniority or establishing placement on the salary schedule upon return from such service.

C. Said member must make application with the Board within one (1) year of his/her discharge and shall be employed at the beginning of the next semester following the member's letter of application.

13.5 Court Leave

A. Any instructional staff member shall be granted a court leave for the purpose of jury duty and/or court ordered appearances. In order to be eligible for said leave, the staff member must be able to present a copy of the subpoena or court order requiring the staff member's jury duty or court ordered appearance. Any instructional staff member called for jury duty or a court ordered appearance shall notify his/her building principal or his/her immediate supervisor as soon as possible. The staff member shall turn over to the treasurer the jury duty check, or the witness fee check from the Court. In return therefor, he/she will receive his/her regular pay for the time spent on such leave.

B. When granted such leave, the teacher shall be replaced by a qualified substitute according to Board adopted policy.

13.6 Professional Leave

A. Any certified employee shall be granted leave with pay for attendance at no more than two (2) meetings or conferences of an instructional nature or visitation that can be beneficial in improving said employee's abilities in performing his/her duties. The Superintendent, at his discretion, may grant additional professional leave requests.

B. Subject to IRS regulations any reasonable expenses incurred by an employee granted such leave will be reimbursed to the employee upon filing of an expense form with the superintendent. Reasonable expenses will include but are not limited to travel (mileage), meals, lodging, and registration fees. Such leave shall be at the discretion of the Board. A teacher granted such leave shall be provided a substitute according to the Board adopted policy.

13.7 Sabbatical Leave

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

13.8 Unpaid Leave of Absence

A. The Board may grant a member of the professional staff up to one (1) year leave of absence without pay upon receipt of written request by a member of the professional staff.

B. Such leave must be recommended by the superintendent and approved by the Board. No Board approved benefits (insurance, sick leave, personal leave, retirement, etc.) shall be paid by the Board while a staff member is on an unpaid leave of absence of thirty (30) days or more, excluding approved maternity or FMLA leave.

13.9 Death and Burial of Member of Family

A. In case of death and burial of a member of the family, an employee may be absent as follows:

1. Immediate relatives: Mother, father, grandmother, grandfather, grandchildren, sister, brother, husband, wife, child, mother-in-law, father-in-law, or anyone who has virtually held the position of parent or child as determined by the superintendent. Three (3) consecutive working days shall be allowed without deduction.

2. Less immediate relatives: Uncle, aunt, nephew, niece, cousin, in-laws, (other than mother-in-law or father-in-law). One (1) day shall be allowed without deduction.

3. Absence from school for death or burial of members of family will not be charged against accumulated sick leave.

13.10 Personal Leave

A. Each teacher will have four (4) days unrestricted personal leave per school year. No more than five percent (5%) of the staff per building shall be absent for personal leave on any one day and all personal leave requests for immediately preceding or following a holiday must be approved by the superintendent. Should 5% of the total staff per building equal less than one, such limitation shall be raised to accommodate at least one.

B. Any total of unused personal days beyond the limit shall roll over into sick days.

13.11 Assault Leave

A. Teachers shall report immediately to their principal or acting principal, in all cases of assault suffered by them in connection with their employment.

B. Whenever a teacher is absent from school as a result of personal injury, excluding mental anguish, caused by an assault out of and/or in the course of his/her employment, he/she shall be paid his/her full salary for the period of such absence for up to one calendar year without having such absence charged to the annual sick leave or accumulated sick leave.

C. Any amount of salary payable pursuant to this section shall be reduced by the amount of Worker's Compensation awarded for temporary disability due to the said assault injury for the period for which such salary is paid.

D. The Board shall have the right to have the teacher examined by a physician designated by the Board for the purpose of establishing the length of time during which the employee is temporarily disabled from performing his/her duties; and in the event that there is no adjudication in the appropriate Worker's Compensation proceedings for the period of temporary disability, the opinion of the said physician as to the said period shall control.

ARTICLE XIV - SEVERANCE PAY

14.1 A teacher, subject to 14.4 below, upon notifying the Board in writing of his/her intent to retire, shall receive severance pay at his/her daily rate of pay for twenty-five (25%) of his/her accumulated unused sick leave.

14.2 Fifty-five (55) days shall be the maximum of days to be computed for severance pay for each year of the contract.

14.3 Said payment shall be made in one sum payable on the date of his/her retirement or within 45 days of his/her retirement date. The actual date shall be determined by the retiring teacher.

14.4 A teacher must work for the Board for five (5) years in order to qualify for the maximum amount of severance provided in 14.1 above. For each year of employment with the Board, a teacher accumulates twenty percent (20%) of the entitlement for severance provided in Section 14.1 and 14.2 above.

14.5 If a teacher who is under contract with the Board of Education is eligible for retirement from teaching and dies before receiving severance payments as provided in this Article, any severance to which the teacher is eligible will be calculated in accordance with this Article and paid to the teacher's estate.

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

ARTICLE XV - INSURANCE

15.1 Hospitalization

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

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

The parties agree to~~o~~ offer certificated employees the revised PPO medical insurance plans (Alternate 1 in Appendix D.) and (1) high-deductible plan (Alternate 2 in Appendix D.) effective January 1, 2026. The deductible for this high-deductible plan will be $3,500 for single and $7,000 for family.

The Board agrees to make a contribution to an employee's HSA account of $1,750 for single coverage and $3,500 for family coverage, or the Board agrees to reimburse employees under an HRA plan up to $1,750 for single and $3,500 for family as the employee submits allowable claims for reimbursement. Employees may choose to enroll in either the HRA plan or the HSA plan. Medicare enrollers are not eligible to enroll in the HSA plan.

For all employees hired on or after July1, 2014, the Board will pay ninety percent (90%) of the premium for single and family plans and the certified employee will pay ten percent (10%) of the premium.

For employees hired on or after July 1, 2021, the Board will pay eighty-five percent (85%) and the employee will pay fifteen percent (15%) of the premium for single and family plans.

B. Upon retirement, the Board will pay one additional month of all insurance coverage for the retiree.

C. An IRS Tax Code 125 will be instituted for all employees. All employees will be eligible to pay for medical insurance premiums on a pre-tax basis.

D. Tobacco Free Discount

1. Employees who use tobacco products must pay an additional ten percent (10%) of the total cost of the single-employee insurance premium in addition to the employee's regular negotiated percentage of the premium.

2. Prior to March 31, 2027, in order to meet the July 1, 2027 deadline for updates to the insurance plans' rate structures, employees will be required to sign a "Tobacco Non-Use Declaration" confirming their non-use of tobacco products. Employees who certify that they do not use tobacco products will not be required to pay the tobacco surcharge. Employees who choose not to sign the waiver, or who do use tobacco products, will be required to pay the surcharge defined in paragraph 1 above.

3. New employees will be presented with the "Tobacco Non-Use Declaration" at the time of hire along with a written explanation of the consequences of signing or not signing the declaration.

15.2 Dental Insurance

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

15.3 Life Insurance

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

15.4 Prescription Drug Insurance

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

The Board shall provide for the purchase through a carrier licensed by the State of Ohio, of family prescription drug insurance for each certificated employee. The Board and the Association will have final approval of any changes to coverage. The full cost of this program and any increases thereof shall be paid by the Board.

15.5 Optical Insurance

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

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

A. For those that choose this insurance coverage, the Board shall provide full twelve (12) month coverage commencing with the first day of school (or September 1, whichever is first) and ending twelve (12) months later (or August 31, whichever is last). This insurance shall continue in effect during absences of illness, as specified in the Ohio Revised Code, for which the employee may use Sick Leave. Employees on all other leave of absence (Maternity, Sick, Sabbatical, etc.) and employees that retire prior to Medicare age qualification, may choose to continue participation in this group insurance by remitting the premiums to the clerk/treasurer of the Board of Education. Such remittance shall not be required more than thirty (30) days in advance. When necessary, premiums on behalf of the employee shall be made retroactively or prospectively to assure uninterrupted participation and coverage.

B. Upon separation from employment, the employee shall have the right to assume such coverage at his/her expense.

C. Employees who after thirty (30) years of experience chose to retire from the teaching profession, may if they choose, remain a party of the group insurance plan by remitting the premiums to the clerk/treasure of the Board of Education. Such remittance shall not be required more than thirty (30) days in advance.

15.6 Insurance Guarantee

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

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

15.7 Labor Management Health Insurance Committee

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

2. The purpose of the Committee shall be to make recommendations designed to optimize the quality of health care available to district employees and improve cost effectiveness of the health insurance program. Committee members shall review data, work with the District insurance consultant, collaborate on making recommendations for changes in plan design, review bids by insurance companies, and ultimately consider recommending plan changes to their respective constituencies.

3. The committee is not empowered to unilaterally make changes in health care benefits without ratification by the Associations and approval by the Board. The creation of the Health Insurance Committee does not diminish or in any way reduce the Board's and Association's rights or responsibilities.

4. The Labor Management Health Insurance Committee composed of three (3) members of the bargaining unit selected by the Association, three (3) people appointed by the Board and two (2) members of OAPSE shall explore insurance issues and options related to district health insurance. The committee will examine, research, and report methods of maintaining and improving benefits and reducing the cost of health insurance coverage.

5. The Board and the Association shall each determine their own method for appointment their representatives to 3-year terms. The Association and the Board may designate a substitute member to attend in the event of the absence of a committee member.

6. Upon the initial creation of the Labor Management Health Insurance Committee, the committee shall attend a labor management health insurance committee training. Members of the committee shall be granted at most two (2) release days to attend this training.

7. The Labor Management Health Insurance Committee shall adopt ground rules for the operation of the committee. These ground rules will be reviewed annually.

8. The Labor Management Health Insurance Committee shall have the authority to recommend, by a two-third (2/3) vote, to the Association and the Board representatives changes in the nature and extent of the insurance coverages and the carrier. No change shall become effective until approved by both the Association and the Board. The parties agree that any recommendation(s) of this Committee and its members is/are not to replace or abrogate or in any way diminish the Board's and Association's rights or responsibilities.

9. The Labor Management Health Insurance Committee shall meet at least four (4) times during the school year and shall maintain minutes of their meetings, which shall be approved by the committee members. Copies of committee minutes shall

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

10. The Administration shall provide the committee with information on bargaining unit claims and experience, financial reports and other related data as requested by the committee.

11. All proceedings and reports of the Insurance Review Committee relating to claims and/or disputes of identified individuals shall be confidential, although committee minutes may report generally on claims as to the nature, number, amount paid out and claims dispute resolution without identifying individual claimants.

ARTICLE XVI - GRADUATE STIPEND

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

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

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

16.2 The courses taken shall be in the field of certification of the employee or in other work approved by the superintendent of schools. This payment shall be paid to the teacher by November 30th of the school year following the receiving of credit courses taken. A teacher must teach in the Martins Ferry City Schools the year following receiving this credit to be eligible to be paid under this provision. The teacher must present proof of earned credit no later than November 1st to be paid that school year.

16.3 All graduate studies taken by certified employees who are reimbursed by another agency will not be eligible for this stipend for those same semester hours.

16.4

GRADUATE STIPEND $75.00

Semester Hours		Quarter Hours	
1.	$ 75.00	1.	$50.03
2.	$150.00	2.	$100.05
3.	$225.00	3.	$150.08
4.	$300.00	4.	$200.10
5.	$375.00	5.	$250.13

6.	$450.00	6.	$300.15
7.	$525.00	7.	$350.18
8.	$600.00	8.	$400.20
9.	$675.00	9.	$450.23
10.	$750.00	10.	$500.25
11.	$825.00	11.	$550.28
12.	$900.00	12.	$600.30
		13.	$650.33
		14.	$700.35
		15.	$750.38
		16.	$800.40
		17.	$850.43
		18.	$900.00

ARTICLE XVII - PAY PERIODS

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

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

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

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

17.3 The Association shall indemnify and save the Board, its officers, agents, employees, or representatives, harmless against any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of any action taken or not taken by the Board, its officers, agents, employees, or representatives in reliance upon signed payroll dues deduction cards or written revocation of same furnished to the treasurer of the Board by the Association, provided that the Board's action or non-action is caused by the illegal, fraudulent, wrongful, mistaken, or negligent acts or omissions of the Association, its officers, agents, or employees, or representatives, harmless from any action taken or not taken due to the mistake, neglect, or inadvertence of the Board, its officers, agents, employees, or representatives, in receiving, processing, and action upon described authorization of dues deduction or revocation of authorization of the dues deduction.

17.4 All of the above deductions will be taken out equally in twenty-four (24) pay periods.

17.5 Federal and State income tax and retirement will be taken out equally in twenty-six (26) pay periods.

ARTICLE XVIII – CERTIFIED/LICENSED EMPLOYEES WORK DAY

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

ARTICLE XIX - SUPPLEMENTAL SCHEDULE

19.1 Please refer to Appendix F for Athletic Extra Duty:

19.2 Please refer to Appendix G for Non-Athletic Extra Duty

19.3 At their discretion and with the approval of the board, head coaches may split out portions of their supplemental salary to hire additional coaches. Under no circumstances may the total amount for the head coach and the additional coaches exceed the supplemental salary amount defined above for the head coach.

19.4 The process for hiring of employees to direct, supervise, or coach pupil-activity programs will conform to Ohio Revised Code 3313.53(D).

19.5 The District shall provide comprehensive job descriptions for supplemental contract positions and make them available on the school website.

ARTICLE XX - SALARY

20.1 For the 2026-2027 school year, the base salary will be increased by zero percent (0%)

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

20.3 One hundred twenty days (120) or more of in one year will be considered as one (1) year experience on the salary schedule.

20.4 To be placed on the MA column, teachers must have all credentials on file with the Board on or before September 1st.

MARTINS FERRY SCHOOL DISTRICT

2026-2027 Salary Schedule
0%

Base **$41,502**

	BA		BA+l50		Masters	
0	1.0000	$41,502	1.0450	$43,369	1.1000	$45,652
1	1.0400	$43,162	1.0920	$45,320	1.1550	$47,934
2	1.0816	$44,888	1.1412	$47,362	1.2127	$50,329
3	1.1249	$46,685	1.1925	$49,491	1.2734	$52,848
4	1.1699	$48,553	1.2462	$51,719	1.3370	$55,488
5	1.2167	$50,495	1.3023	$54,048	1.4039	$58,264
6	1.2653	$52,512	1.3609	$56,480	1.4741	$61,178
7	1.3160	$54,616	1.4221	$59,019	1.5478	$64,236
8	1.3686	$56,799	1.4861	$61,676	1.6252	$67,448
9	1.4233	$59,069	1.5530	$64,452	1.7064	$70,818
10	1.4803	$61,435	1.6229	$67,353	1.7918	$74,363
11	1.5395	$63,892	1.6959	$70,383	1.8813	$78,077
12	1.5395	$63,892	1.6959	$70,383	1.9754	$81,982
15	1.5703	$65,170	1.7298	$71,790	2.0149	$83,622
20 Longevity	1.6011	$66,448	1.7637	$73,196	2.0544	$85,261
25 Longevity	1.6319	$67,727	1.7976	$74,603	2.0939	$86,900
30 Longevity	1.6627	$69,005	1.8315	$76,010	2.1334	$88,540

ARTICLE XXI - STRS PICK-UP

21.1 Language should reflect current state law.

21.2 Teachers are individually responsible for reviewing the relationship between this Article and any other tax deferral arrangements they may have.

21.3 The following guidelines must be met for implementation of the employer "pick-up" of teacher contributions:

A. The employer elects to pick up the required employee contribution in accordance with the Internal Revenue Ruling #77-462 which is supported by Attorney General Opinion #78-049 and #82-097.

B. The "pick-up" must be a uniform percent for the entire group being covered. It must be considered as a condition for employment for that group and not at an individual member's option.

C. All teachers must be included for "pick-up" purposes.

D. Earnable compensations for "pick-up" purposes include overtime or supplemental earnings. The amount picked-up by the employer on behalf of the teacher does not discharge, relieve or reduce the employer contribution required by Section 3309.49 of the Revised Code.

E. The amount picked up by the employer is applied toward teacher contributions under Section 3307.53 of the Revised Code. All statutory and regulatory requirements applicable to Section 3307.53 Ohio Revised Code must also apply to the "pick-up" but otherwise assumes no further liability.

21.4 The Board may refuse to accept "pick-ups" if so directed by the Internal Revenue Service and STRS if guidelines of the laws are not followed or if the qualified plan status based upon the changing status of the STRS is placed in jeopardy. Should for any reason the current taxation or deferred taxation "pick-up" plan be determined null and void by either the Internal Revenue Service or the STRS, the Board assumes no liability for any back taxes, interest, or penalties that may be applied by the Internal Revenue Service or the STRS. This will be solely the responsibility of each individual member.

ARTICLE XXII - MAINTENANCE OF BENEFITS

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

ARTICLE XXIII - BOARD RIGHTS

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

ARTICLE XXIV – SUBSTITUTES

24.1 The Board shall continue to make every effort to employ properly certified instructional staff members to fill in during the absence of any staff member.

24.2 In the event that regular or special teachers (i.e. classroom, physical education, music and art) are absent, the administration will attempt to secure a substitute teacher.

24.3 In the event it is impossible to secure a substitute for any teacher (as outlined in Paragraph 24.2), bargaining unit members on a volunteer basis shall be asked to cover the classes of absent colleagues. The rate of compensation shall be $20.00 ($20) per class period.

24.4 Compensation for coverage of classes will be paid the first pay in December and the first pay in June of the school year.

ARTICLE XXV - COMMITTEES

A. LABOR MANAGEMENT COMMITTEE

1. Purpose

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

2. Meeting Format

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

3. Meeting Schedule

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

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

B. MASTER TEACHER COMMITTEE

1. A Master Teacher Committee shall be created in the 2011-12 school year for the purpose of establishing procedures whereby Board employees may become and/or maintain the designation of "master teacher" according to standards set forth by the state of Ohio.

2. The committee shall be clothed with all authority afforded it under Ohio law and under the Ohio Educator Standards Board in order to carry out its mission and to make decisions as to how it shall function.

3. Important functions of the committee shall include but not be limited to: constructing district timelines to oversee and verify candidate eligibility, using state designated forms to properly process candidates, providing "master teacher" program information to employees, communicating the compilation of candidates' scores to appropriate individuals, maintaining required records, and submitting required information to the EMIS Coordinator.

4. The Committee shall consist of a total of eight (8) Board employees as follows: two (2) elementary teachers, two (2) middle school teachers, two (2) high school teachers and two (2) administrators. Said committee teachers will be chosen by the committee from the pool of qualified teachers**.** The committee administrator shall be chosen by the district's Superintendent of schools.

5. Not withstanding Item Four in this subsection, the Association President shall invite any National Board Certified bargaining unit member to serve on the committee, though such members shall not be required to serve on the committee. Furthermore, in 2011 the Association President and Executive Committee shall assign staggered terms of one (1) year, two (2) years and three (3) years to the

appointed teacher members of the committee so that an equal number (two) of them shall fill said terms. Upon the expiration of these staggered terms, teacher members of the committee shall thereafter be appointed for a term of three (3) years unless appointed for additional years. The term for the administrator serving on the committee shall be determined by the district's Superintendent of schools, but in no case shall exceed three (3) years. Furthermore, it shall be the goal of the committee that in subsequent years teacher member appointments shall consist of "master teachers" who have achieved "master teacher" status through the committee.

6. The committee shall choose a chairperson annually by a simple majority vote. The duties of the chairperson shall include but not be limited to attending all meetings and facilitating them, maintaining a written record of meeting attendees, receiving all candidate applications, preparing candidate applications for blind readings by committee members, taking notes during meetings, or assigning note taking to another member, maintaining and storing all records and forms, sending application results to appropriate individuals, receiving written correspondence, including appeals by candidates and remaining impartial by not scoring applicant documents.

7. Two (2) teacher members of the committee shall read and score each application solely according to the scoring guide based on the criteria in the Ohio Standards for the Teaching Profession, and the committee shall assign such members by attempting to closely match the candidate to these committee members by either grade level and/or subject. If the two (2) assigned committee members disagree regarding the recommendation of an applicant, then the committee shall assign a third teacher member to read and score the application. Applicants will receive recommendations by a majority vote of the assigned teacher members.

8. An applicant may submit to the committee chair an appeal in writing, within thirty (30) calendar days of receiving any written decision to deny the status of "master teacher" to the applicant. Upon receiving such an appeal, the committee chairperson shall set an appeal meeting for the applicant to meet with members of the committee. Said meeting shall be held no later than sixty (60) calendar days from receipt by the chairperson of the written appeal. Within thirty (30) days of this appeal meeting the committee shall render a final decision to the applicant. No decision by the committee shall be subject to the grievance procedure in Article III.

9. There shall be at least four (4) required meetings of the committee during each school year. For attending each required meeting that occurs outside the regular work day, teacher members of the committee shall be paid fifty dollars ($50) per meeting with the chairperson receiving sixty dollars ($60) per meeting to compensate for additional duties.

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

ARTICLE XXVI – CALAMITY DAYS

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

Article XXVII – TEACHER EVALUATION

27.1 SCOPE AND PURPOSE

A. DEFINITIONS

1. Credentialed Third Party Evaluator (CTPE)[1]: A person who is employed by an entity other than the Board of Education and is contracted by the Board to conduct evaluations, who holds a license designated for being a Superintendent, Assistant Superintendent, Principal, Vocational Director, or Administrative Specialist in any educational area issued under Ohio Rev. Code § 3319.22, and is properly credentialed to be an evaluator.

2. Evaluation Cycle: The period from the establishment of a professional growth or improvement plan through the issuance of an evaluation rating, in the year in which an evaluation rating is required by this contract or Ohio Rev. Code.

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

4. Evaluation Framework: The document created and approved by the ODE that establishes the Standards-Based evaluation of teachers in accordance with Ohio Rev. Code § 3319.111(A).

5. Evaluation Instruments: The forms used by the teacher's evaluator. The approved evaluation instruments are attachedto this agreement.

6. Evaluation Procedure: The procedural requirements set forth in this agreement which conform with and provide specificity to the statutory obligations established by Ohio Rev. Code § 3319.111 and § 3319.112.

7. Evaluation Rating: The final summative evaluation level that is assigned to a teacher based on the holistic review of all Evaluation Factors, observed during the Evaluation Cycle. The rating shall be "accomplished", "skilled", "developing", or "ineffective". The final rating shall not be weighted in such a way that one (1) domain or component of the evaluation system has a higher importance than

another, except that any area marked N/A shall not negatively impact the evaluation rating.

8. Evidence: Information collected by the evaluator and/or information provided to the credentialed evaluator by the teacher, to support and inform the accurate reflection of the Evaluation Factors. Examples include, but are not limitedto, student information affecting educational progress, student interest or learning style surveys, newsletters, classroom rules, lesson plans, student portfolios, summative assessments, and student work samples.

9. High Quality Student Data (HQSD): Quantitative information, derived from instrument(s) rigorously reviewed and approved by locally determined education experts, which provides evidence of student learning that can be directly attributed to the teacher being evaluated.

10. Improvement Plan: A detailed, written plan collaboratively developed between the teacher and evaluator, utilized solely when a teacher receives an Evaluation Rating of ineffective. The approved form for the Improvement Plan is attached to this agreement.

11. Ohio Evaluation System (OhioES): The electronic system used by the District to report aggregate, summative teacher evaluation ratings to the Ohio Department of Education (ODE).

12. Ohio Teacher Evaluation System (OTES): The teacher evaluation system required by Ohio Rev. Code § 3319.111 and §3319.112.

13. Poorly Performing Teacher: A teacher who receives an evaluation rating of ineffective for a period of no less than two (2) out of the last three (3) years under OTES 2.0.

14. Professional Growth Plan: A written plan, self-directed or jointly developed between the teacher and evaluator, designed for the sole purpose of continuing teacher growth focused on areas identified in the teacher's observations and/or evaluation. The approved form for the Professional Growth Plan is attached to this agreement.

15. Teacher of Record: A teacher who is:
    - Responsible for assigning the grade to the student or is responsible for the daily instruction of a specific student;and,
    - Required to have the proper certification and/or licensure to teach the subject/grade level for which he/she hasbeen designated "teacher(s) of record"; and,
    - Responsible for at least fifty percent (50%) of a student's scheduled and attended instructional time within a givensubject or course.

16. Teacher Performance: The assessment of a teacher, during the evaluation cycle, which is based upon the educatorprofessional standards, and reported using the rubric contained in this Agreement.

B. PURPOSE

The purpose of teacher evaluation is to use fair, objective, and reasonable practices to:

1. Advance the professional learning and practice of teachers individually and collectively in the school District.

2. Inform instruction.

3. Assist teachers and administrators in identifying, implementing, and supporting best educational best practicesthat will provide the greatest opportunity for student learning a growth.

C. APPLICATION

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

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

   b. Teachers working under a professional or permanent certificate issued under section Ohio Rev. Code § 3319.222, as it existed prior to September 2003, and who spend at least fifty percent (50%) of their time providing student instruction.

2. The District shall not conduct an evaluation for any teacher who:

   a. Was on leave for fifty percent (50%) or more of the school year;

   b. Submitted notice of retirement, and such notice has been acted upon by the Board of Education, on or before December 1 of the school year in which they plan to retire;

   c. Is participating in the teacher residency program established by Ohio Rev. Code § 3319.223 so long as the teacher, for the first time, takes at least half of the performance-based assessments prescribed by the State Board of Education for resident educators;

d. Is a substitute teacher.

27.2 STANDING JOINT COMMITTEE FOR TEACHER EVALUATION

The Association and Board agree to establish a standing joint Evaluation Committee. This committee will establish the policies, procedures, and processes, including the evaluation instrument and determination of HQSD, for the evaluation ofteachers in the District and to regularly review the effectiveness of the aforementioned items.

A. Committee Composition

1. The committee shall be comprised of four (4) Association members[3] appointed by the Association President and four (4) members appointed by the Superintendent/designee. In addition, each party may appoint up to one ad hoc non-voting member to assist and/or attend committee meetings.

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

3. After the Association member's term, or removal therefrom, the Association President shall appoint a successor.

B. Committee Operation

1. Members of the committee shall receive training in all aspects of OTES, the standards for the teaching profession,HQSD, and teacher of record prior to service on the committee. The cost, if any, shall be borne by the Board of Education.

2. The committee shall be chaired jointly by a committee member from the Association and a committee member appointed by the Superintendent/designee.

3. The committee shall establish, by mutual agreement, a meeting calendar, tasks for the committee to complete, and timelines for the completion of specific tasks. The calendar of committee meetings shall be published internallyto all bargaining unit members.

4. The committee agenda shall be developed jointly by the co-chairpersons of the committee.

5. At each initial committee meeting, the committees shall develop the

ground rules by which the committee shall operate.

6. At each meeting, the committees shall select an individual to act as the official scribe for that meeting. All notes and official minutes, if any, shall be stored and available to members of the committee, Association President, and District Superintendent electronically within 5 days following each meeting of the committee.

7. Members of the committee shall receive release time for committee work and training during the contractual work day or any committee work. **OR** Training and committee meetings held outside of the contractual work day shall be paid at each employee's per diem rate.

8. The committee may establish subcommittees to assist with their work.

9. Subcommittees shall be jointly appointed by the Superintendent/designee and the Association President.

10. The committee shall be authorized to utilize a consultant(s) (e.g., educational consultants, software consultants, credentialing trainers, etc.) as it deems appropriate. The cost, if any, shall be borne by the Board of Education.

C. 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 committee shall not have the authority to negotiate wages, hours, or terms and conditions of employment.

3. The Board and the Association shall bargain, during regular contract negotiations, all elements of the teacher evaluation procedure 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.

4. If either party wishes to consider any change, deletion, or addition to the evaluation procedure or process, including the evaluation instruments, 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 then said recommendation shall be

subject to ratification by both parties.

D. Secretarial Support

The District shall provide secretarial support and assistance to the committee. Responsibilities shall include note taking,copying, committee meeting notifications, communications, distribution of materials, and other duties as needed.

27.3 EVALUATORS

A. QUALIFICATIONS AND ASSIGNMENT

1. Each evaluator shall be an employee of the Martins Ferry City School District[5], employed under a full-time contract pursuant to sections 3319.01 or 3319.02 of R.C., must hold at least one (1) administrator certificate/licenseunder section 3319.22 of R.C. and shall be credentialed at the time of any walkthrough, observation, or evaluation

2. A teacher's evaluator shall be assigned, and the teacher shall be notified of the assignment in writing, no later thanSeptember 15, or in the case of a new teacher, within thirty (30) days of the first day employed.

3. Evaluator assignments shall be made pursuant to the following requirements: (current contract language)

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

Any administrator who violates any provision of this evaluation system more than two (2) times in a three (3) year period shall be deemed unqualified to perform evaluations under OTES until the administrator successfully passes thecredentialing assessment following his/her removal.

27.4 ORIENTATION AND PROFESSIONAL DEVELOPMENT

A. The Board shall meet the requirements of Ohio Rev. Code § 3319.112(A)(8)(9) to provide professional development and sufficient financial resources to support the professional learning required by this

agreement. All professional development will align with the Ohio Professional Development Standards.

B. The Board shall provide training on the components of the teacher evaluation procedure, including the calibration of evaluation ratings, the evaluation Standards for Ohio Educators, rubrics, tools, processes, methodology, and the use ofHigh Quality Student Data (HQSD).

C. Evaluators

1. Before beginning the evaluation process for any bargaining unit member, the assigned evaluator shall be required to have successfully completed the state-mandated evaluator credentialing or re-credentialing training and have passed said assessment.

2. The evaluators shall be given written instructions on the purpose, mechanics, and dimensions of the evaluation procedures.

3. Written instructions for evaluators shall be supplemented by specific group evaluation instrument training to familiarize evaluators with the process and instrument to assess teacher performance.

4. Updates to written instructions and group professional development shall occur on an annual basis.

5. Evaluators who fail to pass re-credentialing or recalibration will be prohibited from evaluating. A list of credentialed evaluators will be provided to the association president.

D. Professional Development

1. Each teacher shall be given written instructions on the purpose, mechanics, and dimensions of the evaluation procedure, including the teaching standards and rubrics on which the evaluation is based.

2. Written instructions shall be supplemented by specific group evaluation instrument training to familiarize teachers on how the evaluation instrument is designed and will be utilized.

3. Written instructions and group evaluation instrument training shall be presented to the teachers not later than September 15, or in the case of a new teacher, not later than thirty (30) days after initial employment with the District.

E. Joint Training on Evaluation Instrument

Before the beginning of each evaluation cycle, the Board shall provide joint training for administrators and teachers which ensures functional awareness and understanding of all standards and rubrics, processes, forms, and tools used in the evaluation procedure.

27.5 FUNDING FOR ORIENTATION, PROFESSIONAL DEVELOPMENT AND TRAINING

The Board shall allocate financial resources for the purpose of professional development and training purposes to supportthe teacher evaluation system.

27.6 EVALUATION STRUCTURE AND PROCEDURES

A. SCHEDULE OF EVALUATION

1. No teacher shall be subject to more than one (1) Evaluation Cycle per school year.

2. The evaluation cycle shall be completed no later than May 1 and the teacher shall receive the final written report of the cycle, including the assigned evaluation rating, not later than May 10.

B. CRITERIA FOR PERFORMANCE ASSESSMENT

1. A teacher's performance shall be based on the Ohio Educator Standards (or aligned standards) and rubrics for teaching and the criteria set forth in the evaluation instrument included in this MOU.

2. Teacher performance shall be based on the evidence provided by the teacher and on the formal observations and walkthroughs by the teacher's assigned evaluator.

3. A teacher may provide evidence to the credentialed evaluator to support and inform an accurate reflection of the Evaluation Factors being evaluated. Examples include, but are not limited to, student information affecting educational progress, student interest or learning style surveys, newsletters, classroom rules, lesson plans, portfolios, summative assessments, professional education organization work, education awards, and student work samples. All evidence presented shall be included in the report and will be considered in the evaluator's assessment of the teacher.

4. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.

5. No misleading, inaccurate, untimely, undocumented, or unsubstantiated information may become part of a teacher's performance assessment. All results and conclusions of performance assessments shall be documented and supported by evidence collected by the evaluator.

6. In implementing performance assessments, the District shall conduct all assessments so as to observe the legal and constitutional rights of teachers; and no teacher performance information shall be collected by video or audio devices without the express, written consent of the teacher being evaluated.

7. The District will not use video/audio evidence submitted to the ODE by the Resident Educator as evidence to assess teaching performance.

C. OBSERVATIONS

1. Schedule of Observations

a. The Board shall perform two (2) formal observations in a year in which the teacher is on an evaluation cycle. Each formal observation shall last a minimum of thirty (30) continuous minutes. There shall be at least three (3) weeks between formal observations. The first formal observation shall be completed no later than the end of the first semester. The second formal observation shall be completed no later than April 15.

b. The Board shall perform a minimum of three (3) formal observations during the evaluation cycle in any school year in which the Board may wish to declare its intention not to re-employ a teacher under Ohio Rev. Code § 3319.11. The observation schedule shall comply with (1) above and the third formal observation shall occur at least fifteen (15) working days following the second post-observation conference. The third formal observation shall be completed no later than April 15.

c. One (1) formal observation shall occur in a year in which a teacher is not on an evaluation cycle. This observation concerns the teacher’s identified focus area and does not imply or preclude the necessity of a classroom observation and lesson plan. Decisions about those elements will be made by the evaluator and the teacher according to the focus area.

d. Teachers shall not receive a formal observation on a day before or after the following: the administration of standardized testing, a holiday, any school break of more than two (2) consecutive calendar days.

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

f. All formal observations shall be scheduled.

2. Observation Conferences

a. A pre-observation[6] conference is not required, but if requested, may occur between the evaluator and the teacher not less than five (5) working days prior to each formal observation. At the pre-observation conference, the teacher shall provide evidence for the work situation to be observed on the pre-observation form.

b. A post-observation conference shall be held after each formal observation. The post-observation conference shall take place not more than ten (10) working days following the formal observation. Teachers shall be given the opportunity to provide evidence, which must be utilized to inform the evaluator's rating in all areas of the observation and shall include a discussion of the progress being made on the teacher's professional growth or improvement plan.

c. The evaluator shall provide the teacher with copies of all written documentation including but not limited to notes, scripts, artifacts, and evidence collected during formal observations and walkthroughs.

D. WALKTHROUGHS

1. A walkthrough is a formative assessment process that focuses on one (1), but not more than two (2), of the following components which results in brief written note(s) or a summary:

a. Evidence of planning;

b. Lesson delivery;

c. Differentiation;

d. Resources;

e. Classroom environment;

f. Student engagement;

g. Assessment;

h. Any other component of the Standards for Ohio Educators and rubrics approved for teacher evaluation.

2. The walkthrough shall be at least five (5) consecutive minutes, but not more than twenty (20) consecutive minutes induration.

3. The teacher shall be provided a copy of the walkthrough form, including all scripted and anecdotal documents relativeto the walkthrough, no later than five (5) work days following the walkthrough.

4. At the request of the teacher, a formal debriefing shall occur no later than five (5) work days after the walkthrough todiscuss observations of the evaluator.

5. No more than eight (8) walkthroughs shall be conducted in each evaluation cycle.

6. Walkthroughs shall not disrupt the learning environment in the classroom.

E. HIGH QUALITY STUDENT DATA (HQSD)

1. Each evaluation shall contain two (2) measures of high quality student data (HQSD). When applicable to the grade levelor subject area taught by the teacher being evaluated, HQSD shall include the value-added progress dimension as one (1) source of HQSD.

2. When utilizing vendor assessments to construct HQSD, all related teaching, student, and other educational materialsshall be purchased, and all affected staff shall be trained on utilization of the assessment program.

a. The Evaluation Committee shall provide a recommendation to the Superintendent and Association President on the use of a proposed vendor assessment prior to submission to the Board of Education. The committee may ask for the vendor to make a presentation to the committee.

3. HQSD shall be used as evidence in any component of the teacher's evaluation related to the following:

   a. Knowledge of the students to whom the teacher provides instruction;

   b. The teacher's use of differentiated instruction practices;

   c. Assessment of student learning;

   d. The use of assessment data;

   e. Professional responsibility and growth.

4. HQSD shall not be aggregated to provide "shared attribution" among teachers in a District, building, grade, contentarea, or other group.

F. PROFESSIONAL GROWTH AND IMPROVEMENT PLANS

1. Professional growth and improvement plans shall be developed as follows:

   a. Teachers whose evaluation rating is Accomplished shall develop a self-directed plan for continuing professional growth and may choose the credentialed evaluator for their next evaluation cycle as set forth in this agreement.

   b. Teachers whose evaluation rating is Skilled shall develop a professional growth plan collaboratively with his/her credentialed evaluator and shall have input on the selection of the credentialed evaluator for their next evaluation cycle as set forth in this agreement.

   c. Teachers whose evaluation rating is Developing shall develop a professional growth plan with their assigned evaluator, pursuant to the terms of this agreement.

   d. Teachers whose evaluation rating is Ineffective shall develop a professional improvement plan with their assignedevaluator, pursuant to the terms of this agreement.

2. The Board shall provide professional development, mentoring/coaching, the allocation of financial resourcesto accelerate teacher growth and improvement; and support to poorly performing teachers.

3. The improvement plan shall include: Specific, measurable instructional practices to be observed;

   a. Specific, measurable instructional practices to be observed;

   b. Specific, evidence-based resources, and assistance to be provided;

   c. Clearly articulated timelines for the completion of the plan; and

   d. Monetary, time, material, and human resources sufficient to realize the expectations set forth in the plan; and,

   e. Shall utilize the form found in this agreement.

4. Professional growth and improvement plans shall be aligned to the teacher's evaluation and, if applicable, include one (1) component of the District's or Building level improvement plan required under the "Elementary and Secondary Education Act of 1965", as amended.

   a. No Improvement Plan or Professional Growth Plan will have more than two (2) achievable goals per Evaluation Cycle.

G. MENTOR TEACHER FOR TEACHES ON AN IMPROVEMENT PLAN

1. The District may provide teachers on an improvement plan with a trained mentor teacher who is not the credentialed evaluator. The mentor teacher shall be provided release time to allow for consultations and/or observations with the teacher.

H. FINALIZATION OF EVALUATION

1. Written Report

   Before the evaluation cycle is final, and not later than May 10, a copy of the evaluation report shall be given to the teacher and a conference shall be held between the teacher and the evaluator.

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

2. Completion of Evaluation Cycle

   a. The summative evaluation rating shall be based upon a preponderance of the evidence, assessed in a holistic manner, that is aligned to the Ohio Educator Standards. Only evidence gathered during the walkthroughs and formal observations that

are conducted for the current school year may be used.

b. The evaluation shall acknowledge, through the gathered evidence, the performance strengths of the teacher evaluated as well as performance deficiencies, if any.

c. The evaluator shall note evidence of all information used to support the conclusions reached in the formal evaluation report.

d. The evaluation report shall be signed by the evaluator and 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. Electronic signatures (e.g. a 'PIN') may be used.

e. The evaluation report shall be completed, signed by both parties, and filed with the Superintendent no later than May 10.

f. Any teacher who receives an evaluation rating of "skilled" shall not be subject to another evaluation cycle until the second school year following the rating unless it is determined, in writing and through a preponderance of the evidence available to the evaluator, that the teacher is not making progress on their professional growth plan.

g. Any teacher who receives an evaluation rating of "accomplished" shall not be subject to another evaluation cycle until the third school year following the rating, unless it is determined, in writing and through a preponderance of the evidence available to the evaluator, that the teacher is not making progress on their professional growth plan.

h. The Superintendent shall annually file a report to the ODE including only the following information:

i. the number of teachers for whom an evaluation was conducted;

ii. the number of teachers assigned each rating (Accomplished, Skilled, Developing or Ineffective) aggregated by the institution where they received their teaching degree and the year in which they graduated.

All other information and documents obtained through the evaluation process shall be stored and maintained by the District.

i. Upon request, teachers shall be given copies of all information

and documents obtained through the evaluation process.

3. Ohio Evaluation System (OhioES)

The use of OhioES or any other teacher evaluation electronic reporting and/or storage system shall be done in such a way as to comply with B. (8) above and with the assurance that the name of, or any other personally identifiable information, is not transmitted outside of the District.

I. DUE PROCESS

1. A teacher shall be entitled to Association representation at any conference held during this procedure. The evaluator shall notify the teacher of this right prior to scheduling any conference regarding this evaluation process.

2. Failure by the District to adhere to any timeline or condition established in this agreement shall render the evaluation, including the summative rating, void. Such errors shall automatically require re-employment of the teacher under the appropriate contract which they are otherwise eligible to receive under the collective bargaining agreement and/or Ohio law.

3. Any violation of either procedural or substantive due process shall automatically require re-employment of the teacher under appropriate contract which they are otherwise eligible to receive under the collective bargaining agreement and/or Ohio law.

4. All provisions of OTES shall be governed by this Agreement, in compliance with Ohio Rev. Code, and shall be grievable under the applicable grievance provisions of this Agreement. The timeline for initiating a grievance shall begin with the reporting of a teacher's evaluation rating at the end of her/his evaluation cycle.

5. The Board shall amend its evaluation policy to conform to the terms of this agreement.

6. If the Ohio General Assembly promulgates a law that invalidates portions of this evaluation procedure, or a Court of competent jurisdiction or the State Employee Relations Board (SERB) determines that a provision of this section is unlawful, the parties shall meet within 30 days to bargain over the impact of the changes. If the parties fail to reach agreement within thirty (30) days of the initial bargaining meeting, the parties shall utilize the Dispute Resolution Procedure found in this agreement. If the parties are unable to reach an agreement after thirty (30) days of the enactment of the Dispute Resolution

Procedure, the parties may avail themselves of any other legal remedy. The Association specifically retains the right to strike under Ohio Rev. Code § 4117 at the end of the thirty (30) day dispute resolution procedure period.

27.7 PERSONNEL ACTION

A. REQUIREMENTS

The evaluation procedure contained in this agreement shall not be used in any decision concerning theretention, promotion, removal, reduction, or recall of any (current contract language).

ARTICLE XXVIII – EMPLOYMENT OF RETIRED TEACHERS

A. The Board of Education recognizes that there may be circumstances under which it is advantageous to the District, and to the benefit of the students in the District, that the Board employ a former teacher who is currently receiving benefits from the State Teachers Retirement System (STRS). Under such circumstances, the retiree shall be employed pursuant to the applicable Collective Bargaining Agreement.

B. STRS Contributions

1. Both the retiree and the Board shall make contributions on the amount earned by the teacher to STRS; however, the retiree will not accrue additional STRS credit as a result of such service. In lieu of such credit, Ohio law provides for a special benefit that consists of a single like annuity with the reserve based on the retiree's contributions during his/her period of service as a regular teacher.

2. Under Ohio law, a former teacher receiving a retirement allowance or benefit from STRS for less than two (2) months when reemployment with the Board commences will forfeit the STRS allowance or benefit for any month he/she is employed prior to the expiration of the two (2) month period. After the two (2) month period, the retiree may receive his/her full monthly benefit from STRS.

C. Board Notice of Intent to Rehire and Public Meeting

1. When the Board proposes to continue a current teacher in the same position following retirement or re-employ a retired teacher in the same position s/he held in the District, the Board directs that, not less than sixty (60) days before the retire teacher is to be re-employed, public notice be given that the individual is, or will be retiring, and is seeking re-employment in the District, and that the Board intends to conduct a public meeting on the subject. The Public notice shall include the date, time, and location of the Public Meeting to be held on the issue of the individual's' employment.

2. The Public Meeting must occur fifteen (15) to thirty (30) days prior to the date of re-employment. It is at the Board's discretion to hire a retiree.

D. The Board directs that the Superintendent, or his/her designee, properly notify STRS whenever the Board employs a retired teacher. Such notice shall be provided not later than the end of the month in which the employment commences.

E. Upon initial rehire, a previously retired teacher may be granted a maximum of five (5) years' service credit on the appropriate column of the salary schedule and will receive annual step increases.

F. The re-employed shall receive a one-year contract that will automatically expire at the end of the school year without Board action of non-renewal. At the end of any expired contract the Board may, but shall not be required, to offer the member another one-year contract.

G. Retire-Rehire members will not accrue seniority rights, nor be entitled to sabbatical leave, severance pay (other than at their initial time of retirement), college tuition reimbursement, or qualify for any retirement incentive programs.

H. The Board and the Association intend this provision to supersede and take the place or R.C. 3319.11, 3319.111 and any other conflicting provision of Ohio law.

I. The member will not be permitted to participate in any of the District's health insurance programs unless the member is not eligible for insurance programs through another source.

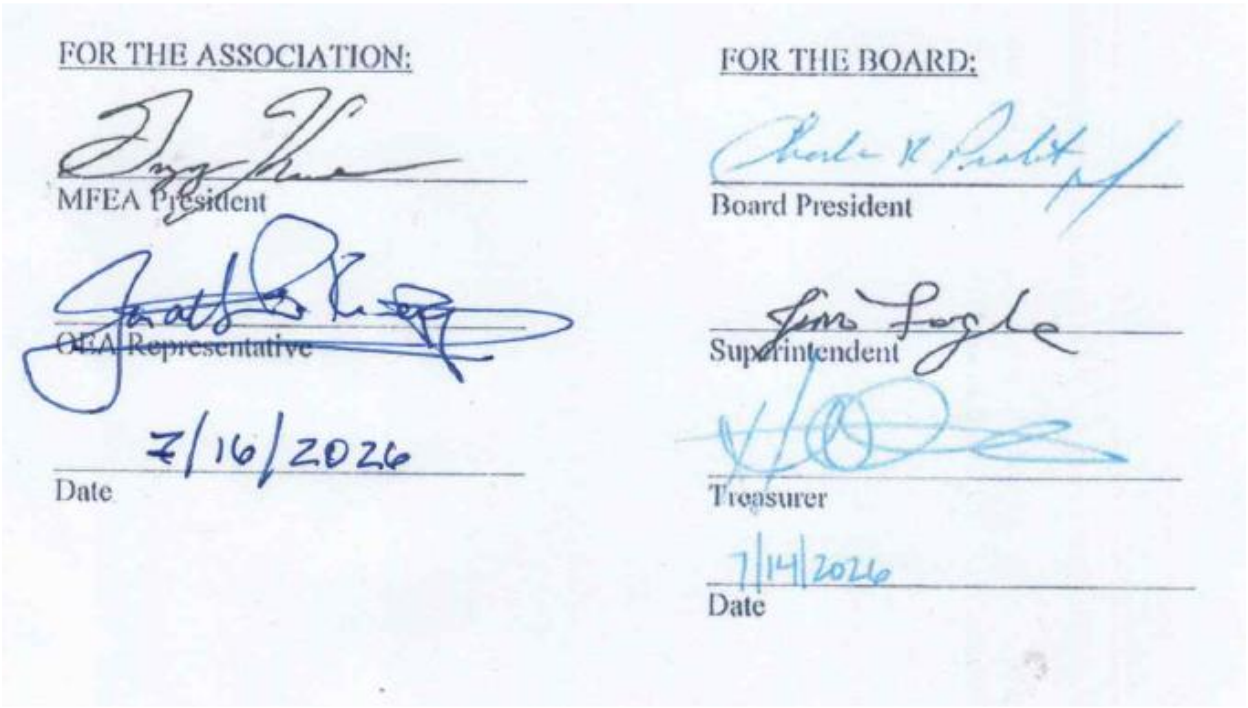
J. Retire-Rehire Application

To be considered for employment following retirement, a teacher must complete and submit the District's "Re-tire-Rehire Application" to the District's Administrative Offices on or before March 1st. The "Re-tire-Rehire Application" will be made available in the District's Administrative Offices.

ARTICLE XXIX– DURATION OF CONTRACT

29.1 This agreement shall remain in effect from September 1, 2026, to August 31, 2027 inclusive. This contract constitutes the entire agreement between the Board and the Association and supersedes all written and verbal agreements heretofore made and entered into.

29.2 Written requests for negotiations by either party shall be submitted no later than March 2, of the year of the contract expires. Within fifteen (15) days of the request, a mutually acceptable date for negotiations to begin will be established. In no case shall the initial negotiations take place less than sixty (60) days prior to the expiration date of this contract.



APPENDIX A

MARTINS FERRY HIGH SCHOOL
CURRICULUM ADVISORY PANEL

Curriculum advisory recommendations will be made by the Building Leadership Teams (BLT's).

Appendix B

REQUEST FOR SICK LEAVE DONATION PROGRAM

Employee's Name _____

I am requesting _____ (number of days) from the Sick Leave Donation Program.
The reason I am requesting a sick leave donation is:

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

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

Date _____

Name of person making request
(Name may be withheld on donation request form upon request of person making request for Sick Leave Donation Program)
I DO _____ I DO NOT _____ request that my name be withheld

Date _____ Approved by Committee

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

Appendix C

AUTHORIZATION OF DONATION TO SICK LEAVE DONATION PROGRAM

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

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

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

Date: _____

Name of Employee making donation: _____

_____
Signature

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

APPENDIX D

SCHWENDEMAN AGENCY INC.

Martins Ferry City Schools

July 1, 2026 Renewal

Prepared: May 27, 2026

	Current Plan Designs			
	Portage Area Consortium		Portage Area Consortium	
	$1000 PPO w/RX D UMR / UHC Network		$3,400 HDHP UMR / UHC Network	
	Network	Non Network	Network	Non Network
Annual Deductible	Calendar Year Deductible		Calendar Year Deductible	
Single	$1,000	$2,000	$3,400	$6,800
Family	$2,000	$4,000	$6,800	$13,600
Coinsurance	20%	40%	0%	40%
Out of Pocket Maximum (includes deductible)				
Single	$3,000	$6,000	$3,400	$13,600
Family	$6,000	$12,000	$6,800	$27,200
Emergency Room Visit (copay waived if admitted)	$125 Copay	$125 Copay	0% after deductible	Ded. & Coins.
Urgent Care Facility	$50 Copay	Ded. & Coins.	0% after deductible	Ded. & Coins.
Inpatient Hospital	Ded. & Coins.	Ded. & Coins.	0% after deductible	Ded. & Coins.
Office Visits				
Primary Care Physician	$25 Copay	Ded. & Coins.	0% after deductible	Ded. & Coins.
Specialist	$35 Copay	Ded. & Coins.	0% after deductible	Ded. & Coins.
Preventive Care	No Cost Share	Ded. & Coins.	No Cost Share	Ded. & Coins.
Retail Prescription Drugs	**Separate OOPM of $6,200/$12,400**			
Generic/Brand Formulary/Brand Non-Formulary	$15 / $25 / $40		0% after deductible	
Mail Order Prescription Drugs	90 Day Supply			
Generic/Brand Formulary/Brand Non-Formulary	$30 / $50 / $80		0% after deductible	
Contract Type	**Renewal - 7/1/26 - 6/30/27**		**Renewal - 7/1/26 - 6/30/27**	
Single	18	$1,438.91	8	$1,261.46
Family	45	$3,597.26	22	$3,153.66

This is a summary of information and does not guarantee benefits; it is not a detailed overview of benefits; limits and/or exclusions may apply. In the event a discrepancy exists, the policy provisions will prevail.

Appendix E

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made by and between the Board of Education of the Martins Ferry School District (the "Board") and the Martins Ferry Education Association (the "Association"). Hereafter, the Board and Association shall be known jointly as the "Parties." This MOU shall become effective with the signatories below.

WHEREAS, the Parties agree that it is in the interest of both Parties to support student activities by issuing supplemental contracts to individuals who will direct, supervise, or coach pupil-activity programs; and,

WHEREAS, Ohio Revised Code 3313.53 provides a framework for the hiring of individuals who will direct, supervise, or coach pupil-activity programs; and

WHEREAS, this Memorandum of Understanding is a necessary component of an agreement to settle an arbitration case, AAA Case No. 01-22-003-5571, between the Board and the Association,

THEREFORE, BE IT RESOLVED that the Parties agree that the sole and proper process for the hiring of individuals who will direct, supervise, or coach pupil-activity programs at the District is the process that is articulated in O.R.C. 3313.53 (D).

AGREED

For the

MARTINS FERRY
SCHOOL DISTRICT
BOARD OF EDUCATION

Jim Fogle, Superintendent Date: 2-14-23

For the

MARTINS FERRY
EDUCATION ASSOCIATION

Paul Matuska, President Date: 2-7-2023

APPENDIX F

MARTINS FERRY SCHOOLS ATHLETIC SUPPLEMENTAL SALARY
SCHOOL YEAR 2026 - 2027

Payment Schedule
Fall - 2nd Pay in November
Winter - 2nd Pay in December
Spring - 2nd Pay in May

POSITION	SEASON	BASE %	AMOUNT
HEAD CHEERLEADING COACH	FALL	11.0%	$4,565.21
ASSISTANT COMPETITION CHEERLEADING COACH	FALL	5.0%	$2,075.10
JR. HIGH CHEERLEADING COACH	FALL	5.0%	$2,075.10
EQUIPMENT MANAGER	FALL	8.0%	$3,320.15
HEAD FOOTBALL COACH	FALL	17.0%	$7,055.33
ASSISTANT VARSITY FOOTBALL COACH	FALL	11.0%	$4,565.21
ASSISTANT VARSITY FOOTBALL COACH	FALL	11.0%	$4,565.21
ASSISTANT VARSITY FOOTBALL COACH	FALL	11.0%	$4,565.21
ASSISTANT VARSITY FOOTBALL COACH	FALL	11.0%	$4,565.21
FRESHMAN FOOTBALL COACH	FALL	8.0%	$3,320.15
7TH AND 8TH GRADE FOOTBALL COORDINATOR	FALL	8.0%	$3,320.15
8TH GRADE FOOTBALL COACH	FALL	8.0%	$3,320.15
7TH GRADE FOOTBALL COACH	FALL	8.0%	$3,320.15
HEAD VOLLEYBALL COACH	FALL	11.0%	$4,565.21
ASSISTANT VARSITY VOLLEYBALL COACH	FALL	7.0%	$2,905.13
7TH GRADE VOLLEYBALL COACH (GIRLS)	FALL	7.0%	$2,905.13
8TH GRADE VOLLEYBALL COACH (GIRLS)	FALL	7.0%	$2,905.13
9TH GRADE VOLLEYBALL COACH (GIRLS)	FALL	7.0%	$2,905.13
CROSS COUINTRY COACH	FALL	11.0%	$4,565.21
JR. HIGH CROSS COUNTRY COACH	FALL	7.0%	$2,905.13
GOLF COACH	FALL	11.0%	$4,565.21
HEAD BASKETBALL COACH (BOYS)	WINTER	17.0%	$7,055.33
HEAD BASKETBALL COACH (GIRLS)	WINTER	17.0%	$7,055.33
ASSISTANT VARSITY BASKETBALL COACH (BOYS)	WINTER	11.0%	$4,565.21
ASSISTANT VARSITY BASKETBALL COACH (BOYS)	WINTER	11.0%	$4,565.21
ASSISTANT VARSITY BASKETBALL COACH (GIRLS)	WINTER	11.0%	$4,565.21
ASSISTANT VARSITY BASKETBALL COACH (GIRLS)	WINTER	11.0%	$4,565.21

8TH GRADE BASKETBALL COACH (BOYS)	WINTER	7.0%	$2,905.13
8TH GRADE BASKETBALL COACH (GIRLS)	WINTER	7.0%	$2,905.13
7TH GRADE BASKETBALL COACH (BOYS)	WINTER	7.0%	$2,905.13
7TH GRADE BASKETBALL COACH (GIRLS)	WINTER	7.0%	$2,905.13
HEAD WRESTLING COACH	WINTER	17.0%	$7,055.33
ASSISTANT VARSITY WRESTLING COACH	WINTER	11.0%	$4,565.21
JR. HIGH WRESTLING COACH	WINTER	7.0%	$2,905.13
VARSITY SWIM COACH	WINTER	11.0%	$4,565.21
BOWLING COACH	WINTER	11.0%	$4,565.21
ATHLETIC DIRECTOR	SPRING	25%	$10,375.48
ASSISTANT ATHLETIC DIRECTOR	SPRING	8.0%	$3,320.15
HEAD TRACK COACH	SPRING	11.0%	$4,565.21
ASSISTANT TRACK COACH	SPRING	7.0%	$2,905.13
ASSISTANT TRACK COACH	SPRING	7.0%	$2,905.13
ASSISTANT TRACK COACH	SPRING	7.0%	$2,905.13
JUNIOR HIGH TRACK COACH	SPRING	7.0%	$2,905.13
HEAD BASEBALL COACH	SPRING	11.0%	$4,565.21
ASSISTANT BASEBALL COACH	SPRING	7.0%	$2,905.13
ASSISTANT BASEBALL COACH	SPRING	7.0%	$2,905.13
SOFTBALL COACH	SPRING	11.0%	$4,565.21
ASSISTANT SOFTBALL COACH	SPRING	7.0%	$2,905.13
ASSISTANT SOFTBALL COACH	SPRING	7.0%	$2,905.13

APPENDIX G

MARTINS FERRY SCHOOLS NON-ATHLETIC
SUPPLEMENTAL SALARY
SCHOOL YEAR 2026 - 2027

Payment Schedule
Fall - 2nd Pay in November
Winter - 2nd Pay in December
Spring - 2nd Pay in May

POSITION	SEASON	BASE %	AMOUNT
DISTRICT WEBSITE AND APP COORDINATOR	SPRING	8.0%	$3,320.15
PROM COMMITTEE ADVISOR	SPRING	6.0%	$2,490.12
RESIDENT EDUCATOR COORDINATOR AND LPDC	SPRING		$1,010.00
BAND DIRECTOR	SPRING	12.0%	$4,980.23
ASSISTANT BAND DIRECTOR	SPRING	8.0%	$3,320.15
CHORAL DIRECTOR	SPRING	6.0%	$2,490.12
DRAMA COACH	SPRING	6.0%	$2,490.12
HIGH SCHOOL WORK STUDY COORDINATOR	SPRING	3.0%	$1,245.06
MACHINE MAINTENANCE/INDUSTRIAL ARTS	SPRING	6.0%	$2,490.12
MENTOR	SPRING		$1,010.00
MENTOR	SPRING		$1,010.00
MENTOR	SPRING		$1,010.00
EXTRA CLASS	SPRING	6.0%	$2,490.12
EXTRA CLASS	SPRING	6.0%	$2,490.12
EXTRA CLASS	SPRING	6.0%	$2,490.12
EXTRA CLASS	SPRING	6.0%	$2,490.12
EXTRA CLASS	SPRING	6.0%	$2,490.12
EXTRA CLASS	SPRING	6.0%	$2,490.12
EXTRA CLASS	SPRING	6.0%	$2,490.12
DEAN OF STUDENTS	SPRING	8.0%	$3,320.15
DEAN OF STUDENTS	SPRING	8.0%	$3,320.15
DEAN OF STUDENTS	SPRING	8.0%	$3,320.15
CHP-PHY ADVISOR	SPRING	5.0%	$2,075.10
AP INSTRUCTOR	SPRING	2.0%	$830.04
AP INSTRUCTOR	SPRING	2.0%	$830.04
AP INSTRUCTOR	SPRING	2.0%	$830.04
GIFTED COORDINATOR	SPRING	8.0%	$3,320.15
NATIONAL HONOR SOCIETY ADVISOR	SPRING	5.0%	$2,075.10
STUDENT COUNCIL ADVISOR - HS (CAN BE SPLIT BY 2)	SPRING	6.0%	$2,490.12
YEARBOOK ADVISOR	SPRING	7.0%	$2,905.13
STUDENT COUNCIL ADVISOR - MS (CAN BE SPLIT BY 2)	SPRING	6.0%	$2,490.12

APPENDIX H

Ohio Teacher Evaluation System | Assessment of Teacher Performance

Teacher Performance Evaluation Rubric

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

ORGANIZATIONAL AREA: INSTRUCTIONAL PLANNING					
Domains	**Components**				
		Ineffective	**Developing**	**Skilled**	**Accomplished**
FOCUS FOR LEARNING (Standard 1: Students, Standard 2: Content, Standard 3: Assessment, Standard 4: Instruction) *Possible Sources of Evidence: pre-conference, artifacts, portfolios, analysis of student data, lesson plans, student surveys, common assessments*	**Use of High-Quality Student Data** Element 1.1 Element 1.2 Element 1.3 Element 3.3	The teacher does not use high-quality student data to develop measurable and developmentally appropriate student growth goal(s).	The teacher uses one source of high-quality student data and attempts to analyze patterns to develop measurable and developmentally appropriate student growth goal(s). The analysis may be incomplete or inaccurate.	The teacher thoroughly and correctly analyzes patterns in at least two sources of high-quality student data to develop measurable and developmentally appropriate student growth goal(s) and monitors student progress toward goal(s).	The teacher thoroughly and correctly analyzes trends and patterns in at least two sources of high-quality student data to develop measurable and developmentally appropriate student growth goal(s) and monitors student progress toward goal(s). The teacher plans for the facilitation of developmentally appropriate student data collection and strategies to assist in student goal setting and progress monitoring.

	Connections to prior and future learning Element 1.2 Element 2.1 Element 2.2 Element 2.4 Element 2.5	The teacher plans lessons that demonstrate no connections to student prior learning or future learning.	The teacher plans lessons that attempt to make connections with student prior learning or future learning. These connections are not clear.	The teacher plans lessons that intentionally make clear and coherent connections with student prior learning and future learning and includes strategies that communicate the connections to students.	The teacher plans lessons that intentionally make clear and coherent connections with student prior and future learning and includes strategies that communicate the connections to students - among lesson content, other disciplines and/or real-world experiences. The teacher plans lessons that use the input and

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

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

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

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

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

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

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

APPENDIX I

#EachChildOurFuture

Improvement Plan

Teacher Name: _____ Grade Level/ Subject: _____

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

A written Improvement Plan is to be developed when an educator has a Final Holistic Rating of **Ineffective**. However, districts have discretion to place any teacher on an Improvement Plan at any time based on deficiencies in any individual component of the evaluation system. The notice requirements for being placed on an Improvement Plan, the components of the plan and the implementation process for the plan may be subject to the terms of a collective bargaining agreement.

The purpose of the Improvement Plan is to identify specific deficiencies in performance and foster growth through professional development and targeted support. If the teacher does not take corrective actions in the timeline specified in the Improvement Plan, the evaluator may recommend the teacher be dismissed or continue working under the plan.

Section 1: Improvement Statement—List specific area(s) for improvement related to the ***Ohio Standards for the Teaching Profession***. Attach documentation.

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

Section 2: Desired Level of Performance—List specific goal(s) to improve performance. Indicate what will be measured for each goal.

List Goal Statement(s) Indicating Performance on *Ohio Standards for the Teaching Profession*	Beginning Date	Ending Date	Level of Performance: Specifically Describe Successful Improvement Target(s)

Section 3: Specific Plan of Action—Describe in detail specific actions the teacher must take to improve performance. Indicate the sources of evidence the evaluator will use to document the completion of the Improvement Plan.

Actions to be Taken	Qualitative or Quantitative Measurable Indicators: Evidence Indicating Progress on the Goal(s)

Section 4: Assistance and Professional Development—Describe in detail specific supports that will be provided as well as opportunities for professional development.

Section 5: Alignment to District and/or Building Improvement Plan(s)— Describe the alignment to district and/or building improvement plan(s).

Comments:

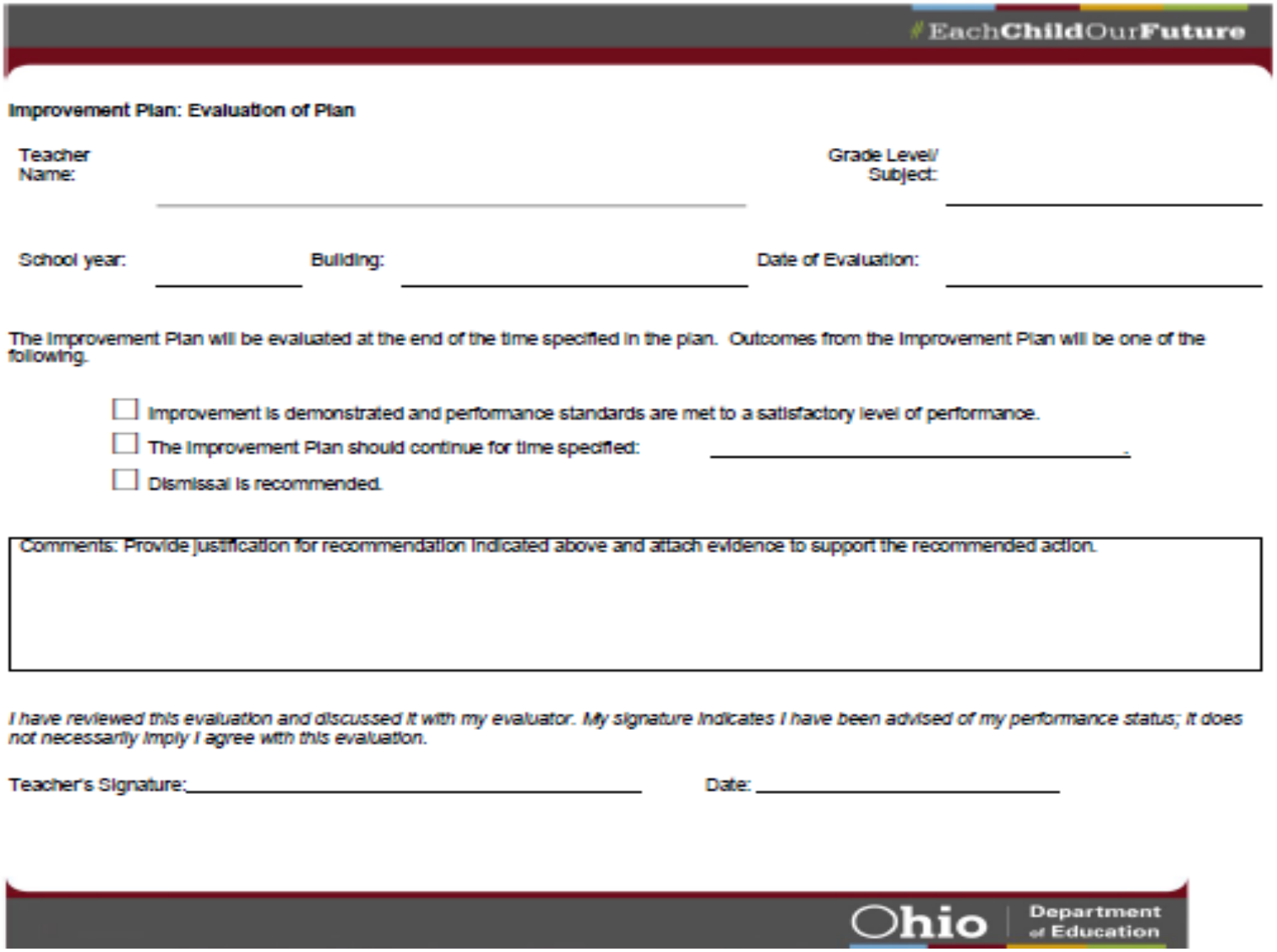
Date for Improvement Plan to be evaluated: _____

Teacher's Signature:_____ Date: _____

Evaluator's Signature:_____ Date: _____

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

APPENDIX J



#EachChildOurFuture

Improvement Plan: Evaluation of Plan

Teacher Name: _____ Grade Level/ Subject: _____

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

The Improvement Plan will be evaluated at the end of the time specified in the plan. Outcomes from the Improvement Plan will be one of the following.

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

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

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

Teacher's Signature: _____ Date: _____

Ohio | Department of Education

Improvement Plan: Evaluation of Plan

Teacher Name: _____ Grade Level/ Subject: _____

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

The Improvement Plan will be evaluated at the end of the time specified in the plan. Outcomes from the Improvement Plan will be one of the following.

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

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

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

Teacher's Signature: _____ Date: _____

Evaluator's Signature: _____ Date: _____

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

APPENDIX K

Pre-Conference Planning

Ohio Teacher Evaluation System 2.0

Sample Pre-Conference Questions to Guide a Coaching Conversation

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

INSTRUCTIONAL PLANNING

FOCUS FOR LEARNING

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

KNOWLEDGE OF STUDENTS

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

INSTRUCTION AND ASSESSMENT

LESSON DELIVERY

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

CLASSROOM ENVIRONMENT

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

ASSESSMENT OF STUDENT LEARNING

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

PROFESSIONALISM

PROFESSIONAL RESPONSIBILITIES

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