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AGREEMENT

BETWEEN THE

MARIETTA

BOARD OF EDUCATION

AND

THE MARIETTA EDUCATION

ASSOCIATION

JUNE 30, 2011 THROUGH JUNE 29, 2014

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**ARTICLE I
RECOGNITION AGREEMENT**

- 1.01 The Marietta Board of Education, hereinafter referred to as the "Board," recognizes Marietta Education Association, OEA/NEA, hereinafter referred to as the "Association," as the sole and exclusive bargaining agent for the members of the bargaining unit. The bargaining unit shall consist of all full and regular part-time certificated personnel employed under contract, including classroom teachers, special education teachers, psychologists, guidance counselors, librarians, school nurses, head teacher(s), attendance officer, resource teachers, and full-time substitutes employed sixty-one (61) or more consecutive days in the same position in a school year. The position of attendance officer/dean of students will be two individual positions with the understanding the duties of the attendance officer will be that of the current dean. The Superintendent, assistant superintendent, principals, assistant principals, other administrators employed under Section 3319.02 of the Ohio Revised Code who spend more than 50% of their time in that capacity, athletic director, dean of students, casual substitutes, tutors, interns, business manager, treasurer, non-certificated personnel and any other confidential, supervisory and management-level employees as defined in Section 4117.01 of the Ohio Revised Code are excluded from the bargaining unit.
- 1.02 Should the Board create a new position or reallocate duties between or among excluded positions so that their continued exclusion is an issue, the Board and Association, shall meet at the request of either party to attempt to reach agreement concerning the status of the position(s). If no agreement is reached, within fifteen (15) calendar days of the first meeting, the parties shall submit the disputed position(s) to SERB for determination as to inclusion or exclusion. If SERB declines jurisdiction or does not rule on the merits of the unit determination, the Board shall determine at its next regular meeting after receipt of the SERB decision, whether the disputed positions are included or excluded. The Association does not waive its right to negotiate concerning the inclusion or exclusion of the position(s) in bargaining for a successor contract.

**ARTICLE II
NEGOTIATIONS PROCEDURE**

- 2.01 Pursuant to Section 4117.14(C)(1) and 4117.14(E) of the Ohio Revised Code, the parties have established the following mutually agreed upon negotiations and dispute resolution procedures which supersede the procedures listed in Section 4117.14(C)(2)-(6) and any other procedures to the contrary. Nothing herein shall be construed as a waiver of the Association's rights provided in 4117.14(D)(2) of the Ohio Revised Code.
- 2.02 The parties shall be responsible for maintaining their own minutes and may use such means as they, in their sole discretion, determine are appropriate for the keeping of minutes.
- 2.03 Each negotiating team shall consist of no more than five (5) persons. Each team may have up to three (3) additional persons as observers or consultants at the table from time to time. The composition of the teams shall be at the sole discretion of the respective parties.

- 2.04 Prior to the completion of each negotiation session, a mutually agreeable time, place and date shall be set for the next negotiations session. The place of the session shall alternate between a place selected by the Association and one selected by the Board, unless otherwise mutually agreed.
- 2.05 The Board and Association agree to negotiate concerning wages, hours, terms and conditions of employment and the continuation, modification, or deletion of an existing provision of this Agreement.
- 2.06 The Board and the Association agree to meet and negotiate in good faith. "Good faith" means the obligation of both negotiating teams to meet at reasonable times with the intention of reaching an agreement. The obligation to bargain collectively does not mean either party is compelled to agree to a proposal nor does it require the making of a concession.
- 2.07 Proposals shall be exchanged by the parties at the first meeting and shall in form and detail specify that to which agreement is sought. Thereafter, new proposals may not be submitted unless mutually agreed by the parties. Topical listings, or so-called "laundry lists," shall constitute a failure to comply with this paragraph and shall be disregarded.
- 2.08 As negotiation items receive tentative agreement by the parties, each item shall be reduced to writing and initialed by the representatives of each party. Items receiving tentative agreement shall not be altered or changed unless mutually agreed upon by both parties. Nothing shall be construed to prohibit either party from grouping items in making its proposals.
- 2.09 Upon reaching tentative agreement, the contract shall be presented to the Association for ratification within ten (10) working days. Upon ratification by the Association, the contract shall be presented to the Board for adoption within (10) working days. The respective bargaining teams shall recommend acceptance of the contract.
- 2.10 If, after forty-five (45) calendar days from the first negotiation session, as defined in Paragraph 2.01 above, the agreement has not been reached on all items under negotiations, either party may call for the services of a mediator from the Federal Mediation and Conciliation Service to assist in negotiations. If one party calls for mediation, the other party shall join in that effort.
- 2.11 In the event the parties are unable to reach agreement by the expiration of the contract, or a date mutually agreed upon, the terms of this entire agreement and the negotiations provisions thereof shall be deemed exhausted.
- 2.12 During the term of this contract the parties shall bargain as set forth in Ohio Revised Code 4117.
- 2.13 Bargaining for the next contract shall take place as set forth in sections 2.01 through 2.11 of this article.

**ARTICLE III
BOARD OF EDUCATION RIGHTS**

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

**ARTICLE IV
INDIVIDUAL RIGHTS**

- 4.01 The parties to this agreement jointly pledge that provisions of this agreement shall be applied uniformly to all teaching employees without regard to race, color, religious creed, sex, national origin, age and handicap except as provided by Section 4112.02(E) and (L) of the Ohio Revised Code. In addition, no bargaining unit member shall be denied employment or reemployment solely because he or she is married to a person employed by the Marietta City Schools. However, an employee may be assigned, reassigned or transferred because one spouse is, or is going to be, supervising the other.
- 4.02 Members of the bargaining unit have the right to participate in professional and civic organizations for their personal benefit and interest. Such participation shall be encouraged. Release time shall be granted bargaining unit members if such meetings will benefit school/community relations as determined by the Superintendent. Arrangements for the release will be made by the bargaining unit member, with principal's approval, at no cost to the district.
- 4.03 Members of the bargaining unit have the right to exercise their constitutional rights of political involvement without fear of reprisal or discipline in any form.
- 4.04 Any complaints directed toward members of the bargaining unit shall be processed in accordance with Board-adopted policy governing complaints. Such policy will not be amended or revised without giving the Association an opportunity for input prior to the change. Staff member(s) shall be informed of any complaint as early as practicable under the circumstances and, in any event, as soon as the complaint is reduced to writing, at which time he/she shall receive a copy of said complaint.

- 4.05 Members of the bargaining unit shall abide by all administrative directives and all written Board policies and regulations, provided their personal safety or the well-being of students in their charge will not be threatened and to the extent such policies are not in conflict with this Agreement. A complete copy of the Board policy shall be maintained in each building library and revisions thereto. Such revisions and addition(s) shall be made within ten (10) workdays of Board approval.
- 4.06 A bargaining unit member's private and/or personal life is not within the appropriate concern or attention of the Board as a condition of employment or re-employment, unless the bargaining unit member's private life materially interferes with the performance of his/her responsibilities.
- 4.07 The parties to this Agreement recognize the right of parents, accreditation teams and others to make reasonable classroom visitation for the purpose of observing instruction. The building principal shall notify the bargaining unit member at least twenty-four (24) hours in advance of each visitation. Accreditation team(s) and/or district administrator(s) are exempt from this provision.

ARTICLE V GRIEVANCE PROCEDURE

5.01 Definitions

- 5.011 "Administrator" shall mean a person employed by the Board under Section 3319.02 of the Ohio Revised Code who is excluded from the bargaining unit as identified in Article I.
- 5.012 "Days" shall mean scheduled bargaining unit member work days exclusive of Saturdays, Sundays, vacation periods and holidays during the regular school year. During a summer recess, "days" shall mean weekdays exclusive of Saturdays, Sundays and holidays.
- 5.013 "Grievance" shall mean a claim that there has been a violation, misinterpretation or misapplication of this Agreement.
- 5.014 "Grievant" shall mean member(s) of the bargaining unit initiating a grievance. The Association may process grievances signed by more than one bargaining unit member as group grievances. Final disposition of such group grievances shall apply to all bargaining unit members similarly affected, even if such persons did not sign the grievances.
- 5.015 "Immediate Supervisor" shall mean that administrator having immediate supervisory responsibility over the grievant. In the case of a traveling teacher, immediate supervisor shall mean the principal of the building in which the grievance arose.

5.02 Rights of the Grievant and the Association

- 5.021 The Board shall provide due process to all bargaining unit members in accordance with the Grievance Procedure of this Agreement
- 5.022 A grievant may at his/her sole discretion be represented by the Association at each step of the grievance procedure.
- 5.023 The purpose of these procedures is to secure, at the lowest level administrator having authority to resolve the grievance, equitable solutions to grievances.
- 5.024 Grievances shall be processed in accordance with the time lines set forth.
- 5.025 A bargaining unit member may have grievances adjusted without intervention of the Association, as long as the adjustment is consistent with the terms of this Agreement. The Association shall be permitted to have a representative present at the adjustment of a grievance and shall receive a written copy of the decision whenever Association representation was not required.
- 5.026 No bargaining unit member can be represented by any employee organization other than the Association in any grievance initiated under this contract.
- 5.027 The grievant may withdraw his/her grievance at any level without prejudice, but that grievance may not be refiled thereafter.
- 5.028 No records, documents or communications concerning a grievance shall be provided to the public without written notice to the grievant of the requesting person's name, documents provided and the date of the request. All parties agree that grievances will be kept confidential to the extent permitted by state law.
- 5.029 Any hearing required by this procedure may be waived as to a specific grievance by mutual written agreement of the parties. The grievant shall be given twenty-four (24) hours notice of hearings.
- 5.030 The Board and Association agree that the grievance procedure shall be the sole and exclusive remedy for the Association and bargaining unit members concerning any alleged violation of any provision of this Agreement, including non-renewal of probationary and auxiliary service contracts.

5.03 Time Limits

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

- 5.032 The number of days indicated at each step in the procedure shall be the maximum unless mutually extended in writing by the parties.
- 5.033 If the grievant does not present a grievance at step one within fifteen (15) days of the act or condition on which the grievance is based, the grievance shall be considered waived.
- 5.034 An administrator's failure at any step of this procedure to communicate his/her written decision on a grievance within the specified time limit entitles the grievant to appeal to the next level.
- 5.035 All notices of hearings, dispositions of grievances, written grievances and appeals shall be in writing and hand delivered or mailed by certified mail, return receipt requested.
- 5.036 Grievance hearings at all levels shall be at a time and place which will afford a reasonable opportunity for all persons involved to attend, but not during regularly scheduled school hours whenever possible. If a grievance is processed during the grievant's summer recess, the hearing shall take place between 9:00 a.m. and 4:00 p.m.
- 5.037 When a Step III hearing cannot be scheduled outside the regular work day, adequate released time with full pay and a substitute shall be provided for the grievant, the Association representative chosen by the grievant to represent him/her in the hearings, and a maximum of two (2) witnesses who must be present to give testimony. Other bargaining unit witnesses shall be permitted to be released without pay for the time needed to testify. The Association shall give the Board at least five (5) days advance notice of those bargaining unit members who are requesting to be released. Witnesses shall only be released if qualified substitutes are available.

5.04 Grievance Procedure

5.041 Informal Procedure:

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

5.042 Formal Procedure:

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

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

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

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

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

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

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

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

**ARTICLE VI
PLANNING TIME**

- 6.01 Full-time elementary teachers (K-5) shall be guaranteed forty (40) uninterrupted minutes daily planning time. In the event a substitute is unavailable for a special teacher (art, music, library and physical education) the regular classroom teacher will keep his/her students and be reimbursed at the rate established in Section 6.03. For full-time classroom teachers in grades 6-12, the planning time shall consist of five (5) periods per week, each period to be no shorter than a regular class period. Neither a teacher's duty-free lunch period nor recess shall count as planning time. Planning time for kindergarten teachers may occur without the students going to art, music, or physical education classes as long as other terms of the contract are met. The number of specials teams (or any fraction thereof) serving the district during the school year 2000-2001 will not be reduced during the life of this contract due to the implementation of this change.
- 6.02 A bargaining unit member's planning time will be utilized to perform professional duties, including development of lesson plans, grading papers, assisting pupils, system wide testing, conferences with parents and/or administrators, including evaluation conferences and intervention meetings, as mutually arranged. Conferences set by the administration will not exceed two (2) in any given twenty (20) day instructional period that shall begin annually with the first day of instruction.
- 6.03 Bargaining unit members shall not be required to substitute for other bargaining unit members during regular scheduled planning periods. If a bargaining unit member volunteers to cover another bargaining unit member's class, he/she shall be compensated at \$20 per hour.

**ARTICLE VII
SCHOOL YEAR, SCHOOL DAY
AND PROFESSIONAL MEETINGS**

- 7.01 School Year
- 7.011 The length of each school year shall not exceed 184 days.
- 7.012 The school year shall include two (2) days before the school year begins for a combination of one (1) day of in-service and one (1) day of classroom preparation. Building principals shall schedule the activities before the school year begins. He/she shall call building and department meetings as necessary, but shall maximize the time spent on in-service and classroom preparation.
- 7.013 The school year shall include two (2) days, one (1) day at the end of the first semester and one (1) day at the end of the second semester for preparations of grades and records.

- 7.014 The school year shall include 2 days for parent-teacher conferences for all bargaining unit members. Since release time is granted by the State, each bargaining unit member should utilize the time for the purpose of communication with parents. This time may be used for face-to-face meetings with parents, telephone conferences, related paperwork or other communication with parents or staff. Kindergarten teachers scheduled to teach two classes each day shall be provided one additional release day each year for the purpose of conferring with parents and/or attending kindergarten screening. During this release day, the Board shall provide substitute coverage for the kindergarten classes. If full day kindergarten is implemented in the district, the additional conference day will be eliminated.
- 7.015 On or before March 15th each year, the bargaining unit will vote on proposed calendars for the following school year developed by the School Calendar Committee. The calendar receiving the most votes shall be recommended to the Board for adoption. This provision does not preclude other staff from voting on the calendar.
- 7.016 Bargaining unit members and administrators in each building will meet together and determine the beginning and ending times for the calendar days scheduled as parent conferences.

7.02 School Day

- 7.021 The length of the school day, during which teachers will be in attendance in their buildings, shall be seven (7) hours and fifteen (15) minutes. During the term of this Agreement student contact time shall not be increased.
- 7.022 Bargaining unit members shall be required to attend no more than eight (8) building staff meetings in any given year excluding the meetings identified in 7.012. No one meeting will exceed forty-five (45) minutes. Such building staff meetings shall require a minimum of seventy-two (72) hours written notice to bargaining unit members prior to the building level meeting except for extreme necessity or emergency. The first two (2) teacher in-service days annually are excluded. After school meetings shall begin no later than fifteen (15) minutes after student dismissal.
- 7.023 Additionally, bargaining unit members shall be required to attend no more than two (2) evening meetings annually as determined by the administration. A bargaining unit member may be excused with prior administrative permission, sick leave notwithstanding.
- 7.024 The Professional Learning Community (PLC) Committee in each building may call up to four (4) additional meetings per year.

- 7.025 A bargaining unit member's thirty (30) minute lunch period in grades K-5 and forty (40) minute lunch period in grades 6-12 shall be uninterrupted and duty-free. Building level Problem Solving Teams may be formed, upon request of the building representatives in each of the elementary buildings, for the purpose of generating a schedule that would provide a forty (40) minute lunch period with existing resources.
- 7.026 Bargaining unit members shall be free to leave the school grounds during their designated lunch period.
- 7.027 Every attempt will be made to notify in writing physical education teachers twenty-four (24) hours in advance by building level principals regarding changes in the instructional facilities. Notification must be served before instructor leaves building in which the change will occur.
- 7.028 During the course of this agreement, the Association and Board may form a committee for the sole purpose of studying the beginning and ending times of the school day. The committee will consist of 50% bargaining unit members appointed by the Association and 50% of the members appointed by the administration. The recommendation of the committee may be implemented during the course of the contract providing it passes: 1) a majority of the Association members voting at a special meeting in each affected school; 2) a majority of the Executive Committee of the Association; and 3) The Board of Education, providing the recommendations do not violate other articles in the contract.
- 7.029 "Pupil contact time" is defined as the time when pupils begin their instructional day and through pupil dismissal.
- 7.03 Professional and In-Service Meetings
- 7.031 Opening day in-service is mandatory without prior administrative permission, sick leave notwithstanding.
- 7.04 Emergency Closing of Schools
- 7.041 If the schools are closed for weather emergency and/or other good cause for more than five (5) days during a school year, bargaining unit members will receive no additional compensation for any days required to be made up.
- 7.05 Teachers will not be responsible for classroom duties while conducting individual diagnostic testing.

**ARTICLE VIII
FREE ADMISSION TO SCHOOL ACTIVITIES**

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

**ARTICLE IX
NON-RENEWAL**

- 9.01 The regular limited contract of a bargaining unit member who has completed a probationary period of two years shall not be non-renewed without just cause. The Superintendent shall give the unit member the reason(s) for his/her recommending the non-renewal of his/her contract in writing prior to the Board's action. The bargaining unit member shall have an opportunity to meet with the Superintendent to discuss the recommendation prior to the Board's action.
- 9.02 Grievances concerning non-renewal of non-probationary bargaining unit members will be submitted at Step 3 of the Grievance Procedure within fifteen (15) days after receipt of notice of the Board of Education's action.
- 9.03 Section 9.01 shall not apply to: (a) non-renewals of the contracts of probationary bargaining unit members (b) Auxiliary Service Personnel; or (c) to the non-renewal of supplemental or extended service contracts.
- A. Supplemental and extended service contracts shall expire automatically. Notice of non renewal of extended service and supplemental contract shall not be required. Notice of non-renewal of all other limited contracts shall be given no later than April 30.
 - B. Administrative and Board action regarding non-renewal of probationary employees or Auxiliary Service Personnel shall be subject to the grievance procedure.
 - C. Non-renewal of supplemental and extended service contracts shall not be grievable or appealable in court.
- 9.04 No probationary employee shall have a right to file a grievance on the grounds of content of evaluation instrument or lack of procedural compliance in accordance with Article XIV.

**ARTICLE X
LEAVES**

10.01 Jury Duty/Witness Leave

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

10.02 Maternity/Paternity/Adoption Leave

10.021 Non-Paid

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

10.022 Paid Adoption Leave

A bargaining unit member who adopts a child may take paid adoption leave for a period not to exceed twenty (20) work days. Absence for adoption leave will be deducted from sick leave.

10.03 Sick Leave

10.031 Sick leave shall accrue at the rate of one and one-quarter (1 1/4) days per month or fifteen (15) days per year. A bargaining unit member without accrued sick leave or personal leave shall be advanced up to ten (10) days of paid sick leave to be chargeable against future accruals. Bargaining unit members who have a negative accrual of sick leave at the point of separation of employment with the school district shall be legally responsible for reimbursing the Board any such negative balance at their per diem rate.

10.032 Sick leave days may be used for personal illness, injury, illness or disability due to pregnancy, exposure to contagious disease which could be communicated to other employees, and illness or death in the immediate family. Employee's immediate family shall include: spouse, children (foster

and adopted), mother, father, brother, sister, mother-in-law, father-in-law, grandparents, grandchildren and any person who lives with an employee as a member of the employee's family. This also includes individuals for whom the employee is current legal guardian.

- 10.033 Sick leave shall be computed on the basis of the bargaining unit member's contract year.
 - 10.034 A bargaining unit member may accumulate a maximum of 260 days sick leave.
 - 10.035 New bargaining unit members shall receive credit for all sick leave accumulated under Sections 124.38 and 3319.141, Ohio Revised Code, up to 200 days in any elementary or secondary school chartered by a State Department of Education or other Ohio public employment, provided the unit member was employed by the Marietta City Schools within ten (10) years of his/her last termination of public service. The new bargaining unit member shall supply the Treasurer with a certified record of the accumulated sick leave from the former employer.
 - 10.036 Each part-time bargaining unit member will accumulate the number of sick leave days on a pro rata basis, based on time actually worked.
 - 10.037 Bereavement: In the case of death in the immediate family, as defined in Section 10.032, or death of a foster parent, guardian, children-in-law or grandchildren of the bargaining unit member, the member may have up to three (3) days leave. At the discretion of the Superintendent, this period may be extended due to such extenuating circumstances as distance, unusual family responsibilities and personal responsibilities. Absence for bereavement shall be deducted from sick leave.
 - 10.038 The Superintendent may request a physician's statement justifying the use of sick leave for personal illness after seven (7) consecutive days, or fifteen (15) non-consecutive days of sick leave has been utilized per school year.
 - 10.039 Post-delivery maternity sick leave shall not exceed a maximum of thirty (30) sick leave days unless special conditions arise which are verified by the physician.
- 10.04 Assault Leave
- 10.041 Any member of the bargaining unit physically assaulted and thereby disabled while in school or while on duty at a school-sponsored event shall be permitted to consult his/her physician. Upon the written recommendation of the bargaining unit member's physician, the unit member shall be permitted to use assault leave with full pay and benefits for a period not to exceed sixty (60) school days. This leave will not be deducted from the unit member's sick leave. Payment shall not exceed the unit member's regular per diem rate less workers' compensation.

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

10.05 Sabbatical Leave

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

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

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

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

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

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

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

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

10.0527 The bargaining unit member shall return to the District for a period of at least one year. Upon returning to service the bargaining unit member will be assigned to the same position he/she held before the leave, if available, or a position for which the member is certificated.

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

10.06 Medical Leave

- 10.061 Medical leave of absence will be granted upon proper application of a bargaining unit member who has exhausted his/her accumulated sick leave and is still unable to return to work.
- 10.062 Such leave will commence on the day that accumulated sick leave is exhausted and the bargaining unit member has no earnings due.
- 10.063 Such leave will be for not less than the balance of the current school year or current school semester, whichever is shorter, and will not exceed a maximum period of two (2) consecutive school years in addition to the remainder of the semester during which it commences.
- 10.064 Leaves of shorter duration may be granted upon the submission of a physician's certificate indicating both the necessity for such leave and the reasonable expectancy of an anticipated return within thirty (30) days.
- 10.065 If a bargaining unit member on short-term medical leave under 10.064 above is unable to return to full-time responsibilities within the thirty (30) day period prescribed, he/she shall request regular medical leave.
- 10.066 Upon qualifying for a regular long-term medical leave, a bargaining unit member shall be paid in full the balance due him/her in his/her last check, less the deductions previously authorized.
- 10.067 A bargaining unit member on medical leave who intends to return to work at the beginning of the next school year shall file an application for reinstatement by April 1 of the preceding school year. Such application shall be accompanied by a physician's statement indicating that the bargaining unit member is or may be reasonably capable of returning to work.
- 10.068 A bargaining unit member on medical leave of absence who desires to return to work prior to the beginning of the next school year or semester may inform the Superintendent in writing of such interest, which may be accompanied by a doctor's certificate indicating that the bargaining unit member's medical condition is such that all assigned duties can be resumed. The determination to re-employ will be exercised as soon as practicable and will not be unreasonably withheld.
- 10.069 All bargaining unit members' insurance benefits shall continue to be paid while on medical leave pursuant to this provision in the amount contractually required, based on the following formula:
 - 0-3 years in the district ----- 3 months insurance
 - 4-6 years in the district ----- 6 months insurance
 - 7-9 years in the district ----- 9 months insurance
 - 10 years and over in the district ---- 12 months insurance

10.07 Professional Leave

- 10.071 A bargaining unit member may request a leave of absence without pay for one (1) year for educational purposes or professional purposes.
- 10.072 Any bargaining unit member granted such leave who changes plans before the leave commences shall notify the Superintendent, in writing, not later than sixty (60) calendar days prior to the commencement of such leave.
- 10.073 A bargaining unit member on a leave of absence who wishes to return before the leave of absence has expired shall notify the Superintendent in writing. The Board shall act on such request at the next regular Board meeting after receipt of such requests.
- 10.074 No leave of absence for other work shall be granted to a bargaining unit member except in such cases where the other work is of a vocational type to further increase the efficiency of the individual in the system's schools upon return from such leave.

10.08 Military Leave

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

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

- 10.091 Individuals on approved extended leaves shall not accumulate sick leave but may continue their group insurance benefits for the duration of the leave, provided they reimburse the Board for their premium costs. Such reimbursement must be delivered to the Treasurer, in advance, by the 15th day of the first full calendar month following commencement of the leave. Failure to forward the premium at the stipulated time will terminate the benefit.
- 10.092 A member returning from an authorized extended leave shall resume the limited or continuing contract status he/she held prior to the leave.
- 10.093 Members on extended leave may be reduced in force as provided by Article XXV.

10.10 Personal Leave

- 10.101 All bargaining unit members shall receive four (4) school calendar days with pay for personal leave upon proper application. Personal leave days are not cumulative.

- 10.102 Not more than ten percent (10%) of the bargaining unit members of a building shall be granted a personal leave day on any given day without prior administrative approval. The ten percent (10%) limitation shall apply to traveling teachers as a group. (Art, physical education, music, speech & hearing therapist.)
- 10.103 The school calendar shall be used to establish a twelve-month period for use purposes. Personal leave days shall be requested on forms contained in Appendix I. The Treasurer of the Board shall be authorized to make proper payroll deductions for any unauthorized use of personal leave.
- 10.104 Application for personal leave should be submitted at least three (3) days prior to use so as to give school officials ample time to obtain a replacement for the position. Such application shall be made on the form designated Appendix I.
- 10.105 Personal leave days shall not be used during the last seven (7) days of the school calendar without prior approval of the Superintendent.
- 10.11 Professional Meeting(s)
 - 10.111 Bargaining unit members will be permitted to attend upon application one (1) day of professional meetings per year with administrative approval. Should a substitute be required, such cost will be borne by the Board.
 - 10.112 A minimum of \$6,000 per fiscal year from the general fund during the life of this contract will be allocated for the following expenses incurred at such professional meetings: registration, food, lodging and travel. At the end of each fiscal year the number of bargaining unit members using such leave will be divided into the allocated monies. Each bargaining unit member will receive in a separate check the amount of reimbursement provided by the preceding calculation. However, the amount of reimbursement shall not exceed actual expenses.
 - 10.113 Bargaining unit members who attend professional meeting(s) that are paid by funds other than this provision shall not qualify for reimbursement under this provision. Such meeting shall not be considered to constitute a professional meeting under this provision. Bargaining unit member utilizing this section will not be subject to the restrictions set forth in 10.112.
- 10.12 Falsification of either a signed statement or a physician's certificate is grounds for suspension or termination of employment under Section 3319.16 of the Ohio Revised Code.

10.13 Family and Medical Leave

- 10.131 All bargaining unit members shall be entitled to up to twelve (12) weeks of leave in any twelve month period for treatment of their own serious medical condition, the care of a spouse, child or parent with a serious medical condition, or the birth of a child or the placement of a child for adoption or foster care, in accordance with the Federal Family and Medical Leave Act.
- 10.132 For purposes of calculating the amount of leave available to a bargaining unit member, a rolling twelve-month period, measured backward from the date leave is taken, shall be used.
- 10.133 If leave is foreseeable, the bargaining unit member shall give the Board thirty (30) days of notice of the need to take the leave. The bargaining unit member should make reasonable efforts to schedule medical treatments so as not to unduly disrupt the Board's operations. If advanced notice is impossible, the bargaining unit member shall give the Board as much notice as is practicable.
- 10.134 Bargaining unit members must substitute any accrued paid leave under Sections 10.03 or 10.04 or unpaid leave under Sections 10.02 or 10.06 of this Agreement for family and medical leave. Substituted paid and unpaid leave will count toward the bargaining unit member's twelve-week allotment of family and medical leave.
- 10.135 If medically necessary, a bargaining unit member may use his/her family and medical leave on an intermittent basis, by taking leaves of less than a day or working a reduced work week. A bargaining unit member may request a temporary transfer to a position with equivalent pay and benefits if the new position better accommodates the bargaining unit member's leave schedule. Only the actual time which a bargaining unit member misses due to family or medical leave will be applied to the twelve-week limit.
- 10.136 While on family and medical leave, the Board will continue to maintain the bargaining unit member on the Board's health insurance plan and continue to pay its share of the bargaining unit member's health insurance premiums. Health insurance benefits provided under Section 10.069 shall be substituted for the benefits under this section, if applicable.
- 10.137 When a bargaining unit member returns from family and medical leave, the bargaining unit member shall be restored to his/her prior position or an equivalent position which has duties, terms and conditions, and privileges which correspond to the prior position. However, a bargaining unit member returning from family and medical leave will have no greater right to a position than if he/she had not taken the leave.
- 10.138 Bargaining unit members requesting family and medical leave shall present a written certification of the need to take family and medical leave within fifteen (15) days of requesting such leave. The Board may, at its expense, require the bargaining unit member to obtain a second opinion by a physician

designated by the Board. If the two opinions differ, then the Board can require a third opinion, at its expense, from a health care provider mutually agreed upon by the Board and bargaining unit member. The third opinion shall be final and binding.

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

10.14 Sick Leave and Personal Leave Incentive

Any bargaining unit member who takes neither sick leave nor personal leave the preceding school year will receive four hundred dollars (\$400).

When no sick leave is used, the bargaining unit member will receive one (1) additional personal leave day during the following school year, which must be used during that year or cashed in for fifty dollars (\$50).

Any bargaining unit member who takes only one (1) sick leave day and no personal leave days, or no sick leave days and one (1) personal leave day shall receive \$300. Any bargaining unit member who takes one-half (.5) sick leave day and one-half (.5) personal leave day shall also receive this incentive.

Any bargaining unit member who misses only two days because of sick leave and/or personal leave shall receive two hundred dollars (\$200).

Any bargaining unit member who does not qualify for any of the above incentives, may cash in any unused personal leave for fifty dollars (\$50) per day.

Said incentives will be paid by July 15th after the end of the applicable contract year.

10.15 Religious Leave

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

ARTICLE XI CLASS SIZE

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

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

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

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

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

11.05 A problem solving team (PST) will be formed in each building to examine and solve problems related to class size and composition. The PST will be composed of the bargaining unit members and building administrator(s) of that building. The MEA President shall appoint three (3) committee members in each elementary building (K-5) and five (5) committee members at each secondary building (6-12).

A. The PST in the High School will have the opportunity to meet with the administration and/or guidance counselors immediately after the first computer run of the master schedule to review current student enrollment levels and class sizes for the coming year.

B. The PST will work together to equalize class sizes if such action does not necessitate hiring additional staff members. Should additional staff members be needed, the PST may make such recommendation to the Superintendent.

C. The PST may meet again after the beginning of school, if necessary, to address a large or unexpected increase in student enrollment.

ARTICLE XII COMMITTEES

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

12.011 Opening of School Planning Committee

12.012 Curriculum Council Committee

12.013 Sabbatical Committee

12.014 Calendar Committee

12.015 Course of Study/Textbook Adoption Committee

12.016 In-Service

12.017 Appraisal Instrument Committee

12.018 Other Curriculum Committees shall be appointed in the same manner

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

- 12.03 The membership of each committee shall elect a chairperson and any other committee officers which the membership deems necessary.
- 12.04 Bargaining unit members serving on committees shall either be granted released time with pay or shall be paid \$20.00 per hour for time actually spent attending committee meetings. If compensation or released time is not available, the committee shall be dissolved until funds for compensation or released time are available.

ARTICLE XIII
TRANSFERS, VACANCIES, AND NEW POSITIONS

- 13.01 A "vacancy" shall be defined as those bargaining unit positions which need to be filled due to resignation, retirement, death, termination, non-renewal, transfer, RIF, promotion, or creation of a new position in the bargaining unit. The Superintendent and Board shall determine when a vacancy exists, whether it shall be filled and when the vacancy shall be filled. When a vacancy exists, the position(s) shall be posted six (6) workdays following one (1) or more of the aforementioned conditions. This procedure does not apply to voluntary reassignment of a bargaining unit member within a building.
- 13.02 A "new position" shall be defined as any bargaining unit position for which no salary and/or position existed the immediate preceding semester.
- 13.03 The administration will post in each building all bargaining unit vacancies and/or new positions for six (6) workdays in a mutually agreeable location.
- 13.04 Each posting will contain the following information: Certification requirement(s), grade level(s), and subject area(s) when applicable, building assignment(s) and deadline for application.
- 13.05 Vacancies occurring between the last classroom teacher work day and the first teacher work day in the ensuing school year shall be placed on the answering machine at the Administration Office. The standard posting information will be included on the telephone message. A list of said vacancies shall be posted in the Central Administration Office, with a copy sent to the MEA President, and updated weekly as needed.
- 13.06 No vacancy/new position will be filled until six (6) work days following the posting, postmark (of the mailing to bargaining unit members) or phone message, except as listed in 13.061.
- 13.061 Vacancies occurring within ten (10) work days before or ten (10) work days after the first teacher work day may be filled after seventy-two (72) hours. The standard posting information will be included on the telephone message for forty- eight (48) hours. No vacancy/new position will be filled until twenty-four (24) hours following this posting.

- 13.07 Bargaining unit members will apply to fill vacancies/new positions through the office of the Superintendent.
- 13.08 The Superintendent will determine which applicant will be awarded the vacancy/new position. No applicant shall be awarded the vacancy until all internal applicants have been screened, in accordance with 13.102 of this Article, and, in the Superintendent's judgement, using seniority, certification/licensure, past experience, performance, degree level and specialized training, the best person has been selected for the position.
- 13.09 The administration will notify, in writing, those bargaining unit members not selected immediately following Board action.
- 13.10 Voluntary Transfers

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

- 13.101 Applications for such voluntary transfer of positions will include the grade(s) and/or subject(s) to which the bargaining unit member desires to be reassigned in order of preference. Such applications will also include the building(s) to which he/she desires to be transferred in order of preference.
- 13.102 A bargaining unit member who requests a voluntary transfer through the proper application procedure shall be considered first for any vacancies or new positions within his/her building. Special teachers (art, music, phys. ed.) who request a voluntary transfer through the proper application procedure shall be considered first for any vacancies on the elementary specials teams (art, music, phys. ed). If an applicant is selected from within the building or special teams (art, music, phys. ed.) then applicants from outside the building need not be considered. No interviews will be conducted of bargaining unit members from other buildings until all interested bargaining unit members assigned to the building or special teams (art, music, phys. ed.) have been interviewed and considered.
- 13.103 Interviews of non-bargaining unit applicants shall not take place until all interested and certificated bargaining unit members have been interviewed and considered. Bargaining unit members awarded positions shall assume the positions no later than the start of the next school year as determined by the Superintendent.
- 13.104 Should a bargaining unit member not be awarded a vacancy, he/she shall have the right to discuss with the building principal and/or supervisor the specific reasons within ten (10) calendar days (unless extended by mutual agreement). The teacher shall have the right to be accompanied by an individual of his/her choice.

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

13.11 Involuntary Transfers

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

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

1. The bargaining unit member with the least district seniority will be transferred.
2. In the event of a tie, it will be decided by the toss of a coin in the presence of the parties to the tie.
3. Seniority will be calculated according to Article XXV.

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

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

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

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

13.13 Building Closing/District Reorganization

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

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

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

13.14 Job Sharing

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

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

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

Job sharing will not be permitted unless initiated by written request from both bargaining unit members who wish to share a position and unless said written requests are specifically approved by the Superintendent. Should one of the bargaining unit members resign, retire or otherwise remove himself/herself from the job sharing arrangement, the job sharing agreement shall terminate at the end of the current school

year unless a suitable replacement is available from the recall list or the remaining bargaining unit member can find a suitable replacement bargaining unit member willing to job share. Otherwise, the remaining bargaining unit member will have the option of accepting the position full-time or being placed on the recall list.

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

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

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

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

ARTICLE XIV APPRAISAL PROCEDURE

14.01 Professional Performance Appraisal Program

14.011 The Professional Performance Appraisal Program is designed to maintain and improve the quality of instruction in the Marietta City Schools. It is an evaluation of the teacher's performance on the basis of teacher and appraiser selected growth goals. It may also serve as a means of commending a teacher for creditable work and leadership qualities as well as designating areas where improvement is needed.

14.012 To be effective, this appraisal program will have the following objectives and aims:

14.0121 The establishment of a good working relationship between appraiser and appraisee.

- 14.0122 The focusing of attention on the total classroom situation, not the appraisee alone.
 - 14.0123 The encouragement of self-improvement in teaching performance.
 - 14.0124 The stimulation of improved instructional technique.
 - 14.0125 The encouragement of cooperative appraisal of the instructional program and its implementation.
- 14.02 An Appraisee is a member of the bargaining unit.
- 14.03 An Appraiser is a person employed by the Board under an administrator's contract and holding any of the following certificates:
1. Superintendent
 2. Assistant Superintendent
 3. Principal
 4. Supervisor
- 14.04 Appraisal is an evaluation of a bargaining unit member's work performance through the completion of the current adopted appraisal instrument.
- 14.05 Only one appraisal observation shall be conducted for each appraisal. The appraisal observation shall be at least thirty (30) consecutive minutes of visitation by the appraiser.
- 14.06 Blank copies of the appraisal instruments are available for review in the building and district offices and will also be posted in the downloadable forms area of the district's website.
- The bargaining unit member and the supervisor will meet and mutually agree on the appraisal instrument. If they cannot agree on which appraisal instrument to use and the teacher holds a continuing contract, the teacher will choose which appraisal instrument shall be used. If the teacher is on a limited contract, the supervisor will choose which appraisal instrument shall be used.
- 14.07 For the purpose of evaluation, traveling bargaining unit members will have one of the buildings they serve designated as their "home school" and will be evaluated by the administrator of that building or by the Director of Instruction when applicable. Consideration will be given to designating the predominately assigned building as the traveling bargaining unit member's home school. The home school will be designated yearly in the bargaining unit member's assignment notice.
- 14.08 Dates, times, forms and procedures will be implemented as set forth in the adopted instrument.

- 14.09 The appraisee may submit his/her own written statement of rebuttal if he/she disagrees with any items of the appraisal report. Such rebuttal shall be permanently attached to the appraisal report and placed in the bargaining unit member's personnel file.
- 14.10 All members of the bargaining unit, except Auxiliary Service Personnel, shall be appraised as follows:
- 14.101 During the year in which a bargaining unit member's limited contract is expiring, the following procedures shall be implemented:
- 14.1011 At least two (2) appraisals shall be conducted during the school year.
- 14.1012 The first appraisal shall be conducted prior to January 15, with the teacher receiving a written report of the appraisal reports no later than January 25.
- 14.1013 The second appraisal shall be conducted between February 10 and April 1, with the teacher receiving the written report no later than ten (10) calendar days after the appraisal.
- 14.102 The Administration shall strive to appraise every two (2) years those bargaining unit members on continuing contract. Failure to do so will not be grounds for grievance.
- 14.11 The evaluator shall make specific written recommendations regarding any improvements needed and shall provide the bargaining unit member with assistance in making such improvements.
- 14.12 Recommendations for non-renewal/termination of a non-probationary bargaining unit member will not be made without just cause.
- 14.13 Non-teaching bargaining unit members shall be appraised in the same manner as classroom teachers with appropriate evaluation instruments.
- 14.14 Failure to follow the provisions of this Article shall have no effect on the Board's ability to timely non-renew the contract of a probationary bargaining unit member with less than one year service as of July 1, 1995, and such failure shall not result in the renewal of a probationary contract.
- 14.15 When a bargaining unit member is denied a continuing contract, failure to follow the provisions of this article shall result in a non-probationary bargaining unit member being issued a one-year probationary contract.
- 14.16 Non-probationary bargaining unit members shall be issued the contract in the sequence contained in Article XV for procedural noncompliance with this Article, and shall not be granted a continuing contract.

- 14.17 This article shall not apply to Auxiliary Service Personnel. Auxiliary Service Personnel may be appraised using an alternative procedure and/or appraiser and shall be probationary bargaining unit members. Should an Auxiliary Service teacher be reassigned to a regular teaching or non-teaching bargaining unit position, these appraisal procedures shall become applicable.
- 14.18 The Board and Association agree that the Appraisal Procedure of this Article XIV supersedes the evaluation procedures prescribed by O.R.C. 3319.11 and 3319.111 in all respects and that one substantive and procedural requirements for teacher evaluation shall be solely those contained in this Article. The grievance procedure shall be the sole and exclusive remedy for alleged non-compliance with this Article, and the hearing and appeal procedures contained in O.R.C. 3319.11 and 3319.16 shall not apply to any probationary contract non-renewal. Termination of non-probationary bargaining unit members for reasons other than performance, as per evaluation instrument, may be appealed in accordance with O.R.C. 3319.16 or through the grievance procedure commencing at Step III as selected by the bargaining unit member.
- 14.19 During the first year of this contract the Superintendent and the President of the Association will form a committee comprised of 50% teachers and 50% administrators to review the evaluation instrument. During this agreement, a new evaluation instrument may be used as a pilot study when the teacher being evaluated and the administrator agree to its use. Otherwise, the evaluation instrument found in Appendix D in the agreement should be used.

ARTICLE XV CONTRACTS

- 15.01 The Board shall provide each member of the bargaining unit individually-written contracts in keeping with the provisions of the Ohio Revised Code and Board-adopted policies and this contract. The provisions of such written contracts shall be enumerated in the subsections of this Article.
- 15.02 Any agreement to act as a supervisor for extra-curricular activities for which additional compensation is to be paid shall be by supplemental contract.
- 15.03 In consideration of the services rendered by the bargaining unit member, the Board shall pay the bargaining unit member a base annual salary as prescribed by the salary schedule included as part of this Agreement, according to degree and years experience, whether existing or hereafter adopted. The initial compensation to be paid under a contract shall be in accordance with the existing salary schedule and that amount shall appear on the contract.
- 15.04 Length of Contract (Limited)
- 15.041 Except for auxiliary service personnel and employees working with temporary certification, the Board shall issue limited contracts to each member of the bargaining unit not eligible for tenure in the following progression: one-year, one-year, two-years, three years. Thereafter, five year contracts shall be

issued. Auxiliary Service Personnel shall receive one-year contracts only and shall be and remain probationary teachers for the duration of their assignments in such positions. All bargaining unit members employed under a temporary certificate shall receive one-year contracts only and shall be probationary teachers for the duration of their employment under temporary certification. All time spent under a temporary certificate shall apply to the two-year probationary period.

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

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

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

ARTICLE XVI ADDITIONAL TRAINING

16.01 The Board shall appropriate a total amount of \$45,000 effective July 1, 2007. The fund shall be replenished to the cap of \$45,000 each fiscal year thereafter to implement the provisions of this Article.

16.02 National Board Certification Stipend

Effective July 1, 2007, bargaining unit members who are granted National Board Certification shall receive \$2,500 per year for each year they are certified. Certified teachers shall provide a copy of their National Board scores and successful completion of the certification process and will provide a copy of their National Board Certificate when available. Payment shall be made no later than the second paycheck of December.

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

16.031 Only members of the bargaining unit will be eligible for participation in the professional growth program according to the following: Recipients will be chosen from those who have received a minimum of a Bachelor's degree and Provisional certificate; are currently under full-time contract, with two (2)

full years (four (4) semesters) of consecutive teaching service in the Marietta City Schools. Those two (2) years must immediately precede the application for professional growth stipends.

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

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

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

- 16.033 Credits must be earned at an institution approved by the State Department of Education, Division of Teacher Education and Certification. Stipends shall not exceed one hundred fifty-five (\$155) per quarter hour or two hundred forty (\$240) per semester hour. Stipends will not exceed the actual cost per credit hour.

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

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

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

- 16.034 A standing committee of two (2) MEA members, appointed by the MEA Executive Committee, and one (1) member, appointed by the Superintendent, will screen the candidates and make the selections.

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

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

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

Marietta Education Association

Ohio Education Association

National Education Association

Southeast Ohio Education Association

Departments of the Ohio Education Association that are listed on the yearly enrollment forms.

Health Insurance

Cancer Insurance

Income Protection Insurance (Washington National)

Tax Sheltered Annuities and Insurance Programs (A minimum of six (6) bargaining unit participants shall be required for any new annuity or insurance carrier).

EPAC (Ohio Fund for Children and Public Education)

Credit Union

United Way

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

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

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

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

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

17.05 Members of the bargaining unit can authorize in writing the direct deposit of their paychecks at a financial institution, provided that: the financial institution has established such a program and has a direct deposit agreement with the Board satisfactory to the Treasurer; the District will incur no expense or substantial administrative burden; and a minimum of five percent (5%) of the members of the bargaining unit participate in such a program.

ARTICLE XVIII
RETIREMENT/SEVERANCE PAY

- 18.01 The Board authorizes payment for unused sick leave to all eligible members of the bargaining unit upon retirement under the State Teachers' Retirement System (STRS) as specified herein. The bargaining unit member(s) that are prohibited from making STRS contributions(s) shall receive his/her severance upon annuitization or upon withdrawal of the deferred compensation.
- 18.02 No person shall collect severance pay more than one (1) time. Receipt of severance pay shall eliminate all sick leave credited to the bargaining unit member.
- 18.03 An eligible member of the bargaining unit is an employee who is presently employed by the Board and has earned and accumulated sick leave days. In addition, the unit member must have applied, and STRS must have approved, the unit member's retirement date no more than ninety (90) days after his/her actual last day of service.
- 18.04 The Board shall provide severance pay in an amount equal to thirty-three percent (33%) of the bargaining unit member's accumulated unused sick leave days, using 260 days as the maximum accumulation for the purposes of this computation. A daily rate of pay will be established, computed on the bargaining unit member's final annual regular salary prorated on the number of work days scheduled for the bargaining unit member during that same year. The bargaining unit member shall have the option of receiving the severance pay in one of the following ways:
- 18.041 One (1) lump sum 60 days after the effective date of retirement.
- 18.042 One (1) lump sum in January of the succeeding calendar year.
- 18.043 Four (4) equal annual installments beginning sixty (60) days after the effective date of his/her retirement.
- 18.05 Employees shall make application for severance pay on Board forms to be eligible for severance payment.
- 18.06 In case of death of an employee, the severance pay to which the deceased employee would have been entitled shall be paid in accordance with Section 2113.04 of the Ohio Revised Code.
- 18.07 Notwithstanding the above, any bargaining unit member having at least twenty-five (25) years of experience with STRS, with at least fifteen (15) years of that experience in the Marietta City Schools, upon resigning from employment with the Board, will be entitled to severance pay described in 18.04 of this Article.

ARTICLE XIX
COMPENSATION, INSURANCE, AND HEALTH BENEFITS

- 19.01 All bargaining unit members shall be paid in accordance with the salary schedule as printed for the full term of this contract. The salary schedule (steps) shall continue, uninterrupted as they did in 2009. Negotiations shall be done in accordance with Article II of this contract.
- 19.02 Teaching Experience
- 19.021 A bargaining unit member in the Marietta City School District shall be granted his/her full previous teaching experience accumulated within any public elementary or secondary school up through ten (10) years.
- 19.022 A bargaining unit member who has teaching experience in any elementary or secondary school chartered by a State Department of Education, including licensed parochial schools or similar institutions, shall receive credit for the amount of such teaching experience accumulated in elementary or secondary schools.
- 19.023 All school nurses will be placed on the salary schedule on the B.A. column (or higher if their degree status merits) and commensurate with their experience.
- 19.03 Additional hours of college credit earned during a school year will be reflected by appropriate advancement on the salary schedule where such credit is properly certificated to the Treasurer as follows:
- 19.031 A bargaining unit member, upon fulfilling the requirements for the next degree and/or column on the salary schedule, will be placed on the appropriate salary column by transcript or degree submitted to the Treasurer on or before September 15 or January 15 of each school year for mid year advancements.
- 19.04 Insurance and Health Benefits
- 19.041 The Board of Education shall provide through a carrier licensed by the State of Ohio health insurance coverage comparable to the Anthem Blue Cross Blue Shield PPO No. 1 and PPO No. 2 health insurance plans as described in Appendix F-1 & 2.
- 19.042 During the full term of this contract, the Board of Education shall pay towards the cost of the monthly premium for the insurance selected by a bargaining unit member as follows:
1. Family Plan – an amount equal to ninety-five percent (95%) of the cost of the Anthem No. 2 Plan, and ninety (90%) of the cost of the Anthem No. 1 Plan.

2. Single Plan – an amount equal to ninety-five percent (95%) of the cost of the Anthem PPO No. 2 Plan; and ninety percent (90%) of the Anthem PPO No. 1 Plan.
3. The Board shall pay an amount equal to ninety-five percent (95%) of the cost of one (1) Anthem PPO No. 2 family plan or an amount equal to ninety percent (90%) of the cost of one (1) Anthem PPO No. 1 family plan when both husband and wife are employed in the school system.
4. The Board's share of the cost of health insurance for part-time employees shall be prorated based on the number of hours worked. Employees who work less than four (4) hours a day shall not be entitled to health insurance benefits.

The Board of Education shall implement an IRS Section 125 Plan to allow the bargaining unit member's premium payment to be pre-tax effective October 1, 2001.

- 19.043 There shall be an open enrollment period annually from September 1 to and including September 30. Enrollment shall continue until cancelled by the bargaining unit member or otherwise becomes ineligible to participate.
 - 19.044 A life insurance policy of \$20,000 shall be provided each member of the bargaining unit by the Board at no expense to the member.
 - 19.045 The Board will provide dental coverage for bargaining unit members who enroll and shall bear 100% of the cost of such coverage.
 - 19.046 The Insurance Committee shall discuss with the Association any planned change in the plan, coverage or provider. Any change in the plan shall be with the Association's consent.
 - 19.047 The Board will provide vision coverage (single or family) for bargaining unit members who enroll and shall bear 100% of the cost of such coverage.
- 19.05 Employees eligible for individual coverage of the group health insurance plan may elect to receive a \$1,000.00 payment for waiving his/her entitlement for an entire plan year. Employees eligible for family coverage of the group health insurance plan may elect to receive a \$2,000.00 payment for waiving his/her entitlement for an entire plan year. Employees electing to waive the insurance coverage shall do so on the prescribed waiver form prior to the beginning of each plan year – October 1st. Payment will be made in September of the plan year waived subject to payroll deductions as required by law. Payment amounts will be prorated for less than full-time employees. In circumstances where both husband and wife are employed by the school district, the single payment shall apply should one spouse waive medical coverage.

ARTICLE XX
DISTRIBUTION OF CONTRACT

- 20.01 The Board will cause the agreement to be professionally printed as soon as possible following ratification by the parties. Prior to printing, the final draft must be approved by the parties. Printed copies of the negotiated contract shall be distributed to all members of the bargaining unit. The format and number of copies shall be agreed upon by the parties prior to printing and the expense of printing shall be shared equally.
- 20.02 The Association shall distribute a copy of the contract to all new bargaining unit members.

ARTICLE XXI
PAY PERIODS

- 21.01 Each bargaining unit member's salary shall be paid in twenty-six (26) equal installments.
- 21.02 In the event a regular pay date falls on a holiday or holiday break, the pay shall occur on the last working day preceding the holiday or holiday break.
- 21.03 A bargaining unit member may elect the ten-month pay option.
- 21.04 During the 2001-2002 contract year, there will be a one-time pay period adjustment. During the month of March paychecks will be issued on Wednesday March 6 and March 20. Following this adjustment no pay period adjustment will be made until the 2008-2009 school year. Effective 2008-2009 and every seven years thereafter the Association and the Board shall meet to discuss the implementation of the necessary adjustment.
- 21.05 Each bargaining unit member's pay stub will include a specific delineation for up to twenty deductions as specified in section 17.01 of the contract. The Board's share of deductions will no longer appear on the pay stub.
- 21.06 Upon individual request of a bargaining unit member, the Chief Fiscal Officer will provide an explanation of his/her change in net salary.
- 21.07 The Chief Fiscal Officer of the Board of Education shall provide each bargaining unit member a schedule of pay dates for the upcoming contract year by the last pay day in August.
- 21.08 Each bargaining unit member who has an account with a financial institution shall be paid through direct deposit.

**ARTICLE XXII
PERSONNEL FILES**

- 22.01 An official file for each teacher shall be kept in the office of the Superintendent of Schools.
- 22.02 Each item(s) to be placed in a bargaining unit member's file shall be dated as to its placement therein, and where the origin of the item is other than the bargaining unit member, he/she shall receive a copy of same.
- 22.03 No anonymous letter, report or communication shall be included in the bargaining unit member's personnel files without the prior approval of the bargaining unit member.
- 22.04 Each bargaining unit member shall have the right, upon reasonable notice, to view the materials in his/her personnel file, exclusive of confidential letters of recommendation or reference. If an unfavorable statement or notation is placed in the file, the bargaining unit member shall have the right to place a statement of rebuttal or explanation in his/her file.
- 22.05 Any written reprimand, excluding evaluations, shall be removed from the bargaining unit member's personnel file thirty-six (36) months from the date of issuance providing no intervening discipline of the same or similar nature has occurred.
- 22.06 Person(s) other than the bargaining unit member(s) and/or school district administrator(s) and bargaining unit members or Board's legal counsel that wish to examine a bargaining unit member's personnel file shall utilize the following procedure:

The requesting person(s) must make a written request for each occasion. The request must specify the document(s) requested. The bargaining unit member (s) will receive a copy of each request. The request shall be sent first class U.S. mail to the bargaining unit member. The requesting party shall be provided the document(s) two (2) working days following postmark. Work days shall be Monday through Friday exclusive of holidays.

**ARTICLE XXIII
REPRIMAND OF BARGAINING UNIT MEMBERS**

- 23.01 Reprimand(s) shall only be issued for just cause. Formal reprimands shall be in written form. The reprimanded bargaining unit member shall be provided with a copy of the reprimand and a copy shall be placed in his/her personnel file at the Administration Offices.
- 23.02 The Board agrees and understands that each member of the bargaining unit shall have the opportunity to be accompanied and/or represented by an association-approved representative of his/her choice at any reprimand meeting. The bargaining unit member shall be granted two (2) workdays to secure the representative of his/her choice.

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

**ARTICLE XXIV
TRANSPORTATION REIMBURSEMENT
FOR TRAVELING TEACHERS**

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

**ARTICLE XXV
REDUCTIONS IN STAFF**

- 25.01 A "Reduction in Force" (RIF) shall be defined as a reduction in the total number of full-time equivalent bargaining unit positions within a specific area of certification. The Board of Education may make a reduction in force in the bargaining unit only when one or more of the following conditions exist:
Decreased pupil enrollment;
Suspension of schools;
Territorial changes affecting the district;
Lack of funds shall mean that revenues are not sufficient to maintain those affected bargaining unit positions(s) and the Board will make all reasonable effort to hold such reductions to a minimum;
Return from authorized leave of absence;
Lack of work for which bargaining unit member is certificated such determination shall not be arbitrary or capricious.
- 25.02 Association Notification
- 25.021 When the Superintendent intends to recommend a reduction in force to the Board of Education, he/she shall notify the Association thirty (30) days in advance of the Board meeting at which such recommendation is made. The notification shall include the reasons(s) for the RIF; the number of position(s) within the area(s) of certification affected; the individuals affected, if known; the date of the Board's meeting at which the RIF will be considered, and the effective date of the RIF.

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

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

25.03 Section 1 - Seniority

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

25.032 Each school year, upon request, the Superintendent will provide the Association with a list showing the seniority of each bargaining unit member employed by the Board. The Superintendent will at all times have on file in his/her office a current seniority list which will be available for inspection during regular working hours by any bargaining unit member and/or the Association. Such list shall be divided into tenured and non-tenured bargaining unit members by areas of certification. Bargaining unit members with tenure shall be given preference over non-tenured bargaining unit members in layoff and recall.

25.033 Implementation of Reduction in Force

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

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

- 25.0333 Layoff shall occur by suspension of contract. The limited contract of an affected teacher that expires prior to the effective date of the RIF shall be renewed and then suspended to implement the layoff.
- 25.03331 A RIF shall not be cause for non-renewal of a bargaining unit member.
- 25.0334 A teacher to be laid off due to a RIF shall be given a minimum of thirty (30) days advance written notification prior to the effective date of the RIF. The Association shall be sent a copy of the said notification at the same time. The notice shall state the reasons for the RIF, the effective date of the contract suspension, and the date of the Board's action to implement the RIF.
- 25.0335 No new hire shall be employed in a bargaining unit position within an area of certification or license held by a teacher on the recall list, until all teachers on the recall list within that area of certification or license have been offered the position.
- 25.0336 No transfer, reassignment, or reclassification shall be made during a period of RIF which would permit the employment of a non-bargaining unit member and prevent the recall of a teacher on layoff status.
- 25.0337 Work previously performed by a teacher whose contract has been suspended by an implementation of a RIF shall not be subcontracted.
- 25.0338 While on layoff, a bargaining unit member will have the option at his/her expense to remain an active participant in fringe benefit programs by contributing to maintain such fringe benefits in the amount of 100% of the premium in accordance with C.O.B.R.A.
- 25.0339 Teachers on the recall list will be given preferential treatment, according to their area of certification, as substitute and part-time teachers. However, acceptance or refusal of such positions shall not disqualify any teacher from the recall rights specified herein.
- 25.034 If a vacancy occurs in a bargaining unit position, the following procedure shall be used:
- 25.0341 Laid off bargaining unit members who are certificated/licensed in the subject shall be recalled by district seniority. Refer to definition of seniority (25.031).
- 25.0342 If there is no candidate in 25.0341, bargaining unit members who become certificated in another subject area or who have not taught in the subject area at least one (1) year during the last five (5) years will be recalled for other vacancies.

- 25.035 If a laid-off bargaining unit member has been recalled to a position other than that which he/she held immediately prior to his/her layoff, he/she will remain eligible for recall to the same or a similar position for a period not to exceed two (2) years from the date of original layoff.
- 25.036 Notice of recall will be given by telegram or registered mail to the last address given to the Board by a bargaining unit member. Upon request a copy of the notice of recall will be given to the Association. If a bargaining unit member fails to respond within five (5) calendar days after receipt of the above notice of recall, he/she will be deemed to have refused the position offered.
- 25.037 A bargaining unit member who is laid off will remain on the recall list for a period not to exceed forty-eight (48) months after the effective date of his/her layoff unless he/she:
- 25.0371 Waives his/her recall rights in writing;
 - 25.0372 Resigns;
 - 25.0373 Fails to accept recall to a position; and,
 - 25.0374 Fails to report to work in a position that he/she has accepted within five (5) calendar days after receipt of the notice of recall unless such employee is sick or injured.
- 25.04 The Board and Association agree that this article, Reductions in Staff, supersedes the rights and procedures prescribed by O.R.C. 3319.17 in all respects and that the substantive and procedural requirements for reductions in staff shall be solely those contained in this Article.

ARTICLE XXVI TEACHER PROTECTION/STUDENT DISCIPLINE

- 26.01 The Board and Administration shall give support and assistance to bargaining unit members with respect to maintenance of classroom decorum and discipline in accordance with the laws of Ohio, Board policies and Building rules and regulations.
- 26.02 The Board of Education will have a uniform plan for emergency removal of students (grade K-5) from classroom/extra curricular activities.
- 26.03 Student/parent handbooks, K-12, shall include the respective discipline plans. These plans shall include the student code of conduct and the normal penalties to be imposed for respective violations.
- 26.04 Building level student/parent and staff handbooks will be reviewed annually and revised as needed by a separate problem solving team. The PST will be formed in each building composed of bargaining unit members and the building administrator(s). The MEA president shall appoint three (3) committee members at the elementary level and five (5) committee members at the secondary (6-12) level. The principal may seek input from other group(s) as needed. All PSTs shall operate in a spirit of compromise

to solve problems related to building discipline and teacher and/or administrator procedures. No committee member will be permitted to circumvent this process by refusing to discuss and/or participate in mutually resolving building issues and concerns.

ARTICLE XXVII ASSOCIATION RIGHTS

- 27.01 There will be no reprisals taken against any bargaining unit member by reason of his/her membership or non-membership in the Association. Furthermore, the Board authorizes the Marietta Education Association:
- 27.011 To use the facilities of any building for meetings and Association business, without fee, upon notification to the administrator in charge of such building. Permission to use facilities shall be given as long as it does not interfere with any previously authorized activity in said building.
 - 27.012 To use the inter-school mail system to distribute Association bulletins, newsletters or other communications of a general nature.
 - 27.013 To use a designated bulletin board in each building for dissemination of information to members.
 - 27.014 To provide in the building of the President of the Association, a phone for the sole use of the Association for business purposes, at the sole expense of the Association.
 - 27.015 To allow representatives to call meetings of Association members within the building so long as they do not conflict with previously scheduled staff responsibilities.
 - 27.016 Representatives and officers of the Association shall be permitted to transact Association business on school property in non-teaching areas at non-teaching times.
 - 27.017 None of the rights set forth above shall be exercised in a way as to interfere with teaching duties.
 - 27.018 Each building will have a faculty workroom/lounge exclusive of students/children. Bargaining unit members shall have the authority to see that this clause is followed.
 - 27.019 All bargaining unit members who are not members of the Association shall pay a monthly agency fee equivalent to the monthly dues uniformly required of such members, as certified by the Association to the Treasurer before each school year. Such payment shall be subject to a rebate procedure provided by the Association meeting all requirements of applicable state and federal law.

- 27.0191 The agency fee amount shall be automatically deducted commencing the first paycheck on or after January 15th of each year and continue to be deducted throughout the remaining paychecks. The balance of any annual deductions shall be deducted from the final paycheck of a non-member resigning his/her position, receiving a leave of absence, or terminating his/her employment after the opening of school.
- 27.0192 The Board will provide the Association with a single printout showing the non-member teachers from whom such agency fees were deducted. This itemized statement with a transmittal letter will be prepared monthly.
- 27.0193 The foregoing provisions regarding agency fees shall be subject to all requirements of Ohio Revised Code, Section 4117.09(C) and all other applicable law of like subject matter.
- 27.0194 The Association will defend and hold harmless the Board and its agents against any and all claims arising from, or in any way related to the deduction of dues under this Article.

27.02 The Association will be provided with:

- 27.021 Copies of the following forms: appropriations, budget and training and experience grids upon request. Such copies shall be given to the President of the Association as soon as feasible after such forms are requested.
- 27.022 Upon specific request for a specific item other than materials of a confidential nature, any other data or documents, together with other available information which may be necessary to assist it in processing grievances will be provided. Special costs associated with acquisition of documents shall be borne by the Association.

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

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

ARTICLE XXVIII SUPPLEMENTAL CONTRACTS

28.01 Supplemental contracts shall be issued to all bargaining unit members who, as a result of their assignment, are regularly required to work beyond the seven (7) hour and fifteen (15) minute day. Such bargaining unit members shall be compensated at their

regular hourly rates of pay for actual time worked in excess of the work day. A bargaining unit member's daily and hourly rates of pay shall be calculated in the following manner:

$$\frac{\text{Member's Regular Annual Salary}}{184} = \text{Daily Rate of Pay}$$

$$\frac{\text{Daily Rate of Pay}}{7.25} = \text{Hourly Rate of Pay}$$

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

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

28.04 Added Duty Assignments

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

ADDED DUTY

<u>Position</u>	<u>Percent</u>	<u>Max. # Positions</u>
I.		
Head Varsity Football	21	1
Head Varsity Basketball	21	2
Cond. Coordinator	18	1
Athletic Trainer	18	1
II.		
Associate Head Football	12	1
Head Varsity Baseball	12	1
Head Varsity Soccer	12	2
Head Varsity Softball	12	1
Head Varsity Track	12	2
Head Varsity Volleyball	12	1
Head Varsity Wrestling	12	1
III.		
MMS Athletic Coordinator	11	1
Ass't Football-Off. Coordinator	10	1
Ass't Football-Def. Coordinator	10	1

<u>Position</u>	<u>Percent</u>	<u>Max. # Positions</u>
Ass't Varsity-Basketball	10	2
Head Jr. Varsity Basketball	10	2
Head Jr. Varsity Football	10	1
Head Varsity Crew	10	2
Head Varsity Cross Country	10	1
Head Varsity Golf	10	2
Head Varsity Tennis	10	2
IV.		
Ass't Varsity Baseball	8	1
Ass't Varsity Softball	8	1
Ass't Varsity Track	8	2
Head J.V. Baseball	8	1
Head J.V. Soccer	8	2
Head J.V. Softball	8	1
Head J.V. Volleyball	8	1
Head Varsity Cheerleader	8	1
Ass't Varsity Wrestling	8	1
V.		
Ass't Varsity Golf	7	2
Ass't Varsity Crew	7	2
9th Football	7	2
9th Basketball	7	2
9th Soccer	7	2
9th Volleyball	7	1
7th & 8th Football	7	4
7th & 8th Basketball	7	8
Ass't Varsity Cross Country	7	1
7th & 8th Softball	7	2
MMS Track	7	2
MMS Volleyball	7	2
MMS Wrestling	7	2
MMS Golf Coach	7	1
MMS Tennis Coach	7	1
VI.		
Head Jr. Var. Cheerleader	4	1
Head 9th Cheerleader	4	1
VII.		
8th Cheerleader	2	1
7th Cheerleader	2	1
<u>Non-Athletic</u>		
Band Director	20	1
Ass't. Band Director	8	2
Choral Director	13	1

<u>Position</u>	<u>Percent</u>	<u>Max. # Positions</u>
Academic Coach	16	
Drama	2	6
All School Musical	4	1
Musical Director School Play	1	1
Orian Advisor	8	1
Original/Tiger Times Advsr.	8	1
MMS Yearbook (MAJHI)	6	1
12th Class Advisor	5	1
11th Class Advisor	5	1
10th Class Advisor	3	1
9th Class Advisor	3	1
MHS Student Council Advisor	5	1
MMS Student Council Advisor	3	1
Department Chair	3	11
Teacher Leader for Grades 6-8	3	7
DH	4	2
Lead Mentor for Entry Year Program	4	1
Computer Coor.	5	1
Outdoor Education Resource	3	1
<u>Club Advisors</u>		
National Honor Society Advisor	3	1
National Honor Society Advisor – MMS	2	1
Foreign Language Clubs	1	3
Science Olympiad	3	1
Business Prof. of America	2	3
AFS Advisor	2	1
SADD Advisor	2	1
Key Club Advisor	2	1
OWA Advisor	1	1
Builder's Club Advisor	2	1
Environmental Club	1	1
Computer Clubs MMS & MHS	1	2
FFA/FHA	1	2
Reading Club	2	1
Power of the Pen/Pencil	1	2
Future Problem Solving	1	3
Fine Arts	\$100 Stipend	9

- 28.05 Job duties and descriptions for added duty and supplemental positions shall be reviewed and updated as needed during the term of the contract.
- 28.06 The above positions may, at the participating teachers' request, be split for equal compensation.
- 28.07 The compensation provided for in this agreement for supplemental positions shall not be applicable in the event a supplemental position is filled by a non-member for equal or lesser supplemental pay because no member applied for the position.

ARTICLE XXIX
STRS PICK-UP

29.01 Salary Reduction Plan

- 29.011 The total annual salary and salary per pay period of each staff member shall be payable by the Board in two (2) parts: (1) deferred salary and (2) cash salary. A staff member's deferred salary shall be equal to 7.0% of said staff member's total annual salary or salary per pay period which is required by State Teachers Retirement System ("STRS") to be paid as an employee contribution by said staff member and shall be paid by the Board to STRS on behalf of said staff member as a "pickup" of the STRS employee contribution otherwise payable by said staff member.
- 29.012 The Board of Education shall compute and remit its employer contributions to STRS based upon total annual salary, including the "pickup." The Board of Education shall report for federal and Ohio income tax purposes as an employee's gross income said employee's total annual salary less the amount of the "pickup." The Board shall report for municipal income tax purposes as a staff member's gross income said staff member's total annual salary, including the amount of the pickup. The Board shall compute income tax withholding based upon gross income as reported to the respective taxing authorities.
- 29.013 The pickup shall be included in the staff member's total annual salary for the purpose of computing daily rate of pay, for determining paid salary adjustments to be made due to absence, or any other similar purpose.
- 29.014 Board pickup shall terminate immediately if any provision thereof is determined to be contrary to law or if employer pickup should no longer be authorized by the Internal Revenue Service, Ohio Attorney General or the State Teachers Retirement System.

29.02 Board Pickup

- 29.021 The Board will assume and pay to the State Teachers Retirement System (STRS) on behalf of each bargaining unit member three percent (3%) of said member's total salary as a "pickup" of a portion of the STRS employee contribution otherwise payable by the unit member without reduction or deduction from the unit member's total salary.
- 29.022 The Board shall compute and remit its employer contributions to STRS based upon an amount equal to total salary plus the "pickup." The Board shall report for federal and Ohio income tax purposes as a member's gross income said member's total salary. The Board shall report for municipal income tax purposes as a member's gross income, an amount equal to said member's total annual salary plus the "pickup." The Board shall compute income tax withholding based upon gross income as reported to the respective taxing authorities.

- 29.023 The "pickup" shall apply uniformly to all unit members and no unit member covered by this provision shall have the option to elect a wage increase or other benefits in lieu of the Board "pickup."
- 29.024 The three percent (3%) "pickup" shall be added to the regular salary for the purpose of establishing compliance with the state minimum teachers' salary schedule requirements. It shall not otherwise be included for calculating daily or hourly rates of pay, for determining salary adjustments due to absence or for any similar purpose. Should the three percent (3%) "pickup" no longer be legally permitted, and this plan therefore is terminated for that reason, three percent (3%) shall be added to the salary schedule then in effect upon plan termination.

ARTICLE XXX PROVIDING FOR SPECIAL NEEDS STUDENTS

- 30.01 Bargaining unit members involved with the educational instruction of a special needs student (those requiring an IEP/504 Plan) will have the opportunity to participate in the writing of the plan for that student. Said members will be informed at least three (3) work days prior to the student's IEP/504 Plan conference. This three (3) day limit may be waived by mutual consent of all educationally involved parties. Said bargaining unit members may participate in the conference or submit written suggestions for goals. The written suggestions for goals will be presented for consideration at the IEP/504 Plan conference. In the event said suggestions for goals are not included in the IEP/504 Plan, a verbal or written explanation will be offered to the teachers within ten (10) work days. Except in extreme cases when it is not feasible for the parent to attend, IEP/504 Plan conferences shall be conducted during the bargaining unit member's work day. Upon the request and agreement of all the educationally involved bargaining unit members, the conference can be scheduled beyond the school day. When an IEP/504 Plan conference is canceled it may be rescheduled at the earliest convenient date. All educationally involved members will receive a copy of the summary of the accommodations. The student's IEP/504 Plan will be available upon request.
- 30.011 Bargaining unit members will have the opportunity to attend in-service instruction dealing with handicapped students (including but not limited to IEP/504 Plan writing, instructional or legal requirements, etc.).
- 30.012 No regular education bargaining unit member, CD, ED, VI, HI, Speech, APE or LD teacher will be required 1) to assist a student in taking care of the student's personal bodily needs, 2) to perform any medical procedure for a student. Those other teachers assigned a special needs student full time may at times be required to assist/perform the aforementioned duties. However, such tasks will routinely be performed by the teacher aide/attendant. On an emergency basis bargaining unit members may be required to perform such tasks. If a teacher voluntarily agrees to perform any such assistance, then he/she shall be considered to be acting in accordance with Board Policy.

- 30.013 No regular education bargaining unit member will be required to routinely administer medication. Bargaining unit members assigned a special needs student may be required to administer medication on an emergency basis. If the teacher voluntarily agrees to perform any such assistance, then he/she shall be considered to be acting in accordance with Board Policy.
- 30.014 Special education teachers and regular education teachers may need to meet during the school day to jointly plan for the instructional needs of included students. The administration will attempt to provide such opportunities with existing building level staff.
- 30.015 The Administration will provide support services for special education students. In the event requests for additional support services are requested, the requesting parties will meet with the Student Services Coordinator to discuss such needs after first making such request to the building principal.
- 30.016 If no alternative discipline plan is established in the IEP/504 Plan, the student will follow the school's discipline plan except as otherwise prohibited by state or federal law. If a student is guilty of misconduct not related to his/her disability, the student can, with certain limitations, be subject to the same penalties as for non-disabled students. When it is the disposition of school personnel that the misconduct is unrelated to the student's disability, the determination will be made by the IEP/504 Plan team. A verbal explanation will be given to the disciplining teacher. In cases where the child may be excluded from school, the district may be obligated to continue the educational program through special services.
- 30.017 The Administration recognizes that some students with exceptional needs may not meet the growth projected in the goals and objectives of the student's IEP/504 Plan.
- 30.018 Classroom teachers will only be required to attend intervention meetings during the contract day.

ARTICLE XXXI

LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE (LPDC)

- 31.01 The Local Professional Development Committee (LPDC) will be responsible for approving and reviewing Individual Professional Development plans (IPDP) for course work, continuing education units, and/or other equivalent activities. The LPDC will use the Board's Vision/Mission/Goals 2000 statements /and each building's goals to establish guidelines by which the committee is to function. Operating procedures and criteria shall be outlined in writing and communicated to all staff.
- 31.02 The membership of the LPDC will be identified using the procedure outlined in the statute. The committee shall consist of seven (7) members who are employees of the Marietta City Schools.

- 31.021 Four (4) of the members shall be members of the bargaining unit and shall be appointed by the Executive Committee of the MEA. Three (3) of the members shall be administrators appointed by the Superintendent. Members of the LPDC will elect a chairperson and any other officers the committee deems necessary.
- 31.03 Terms of office will be staggered.
- 31.031 Initial terms of bargaining unit members shall be two members appointed for a two-year term and two members appointed for a three-year term. Thereafter, terms will be two year appointments. Superintendent appointments will be made in the same manner.
- 31.04 Vacancies shall be filled in the manner of original appointment.
- 31.05 Meetings
- 31.051 The LPDC will meet monthly, as needed, and at other times as mutually agreed upon by LPDC members, and shall adopt such policies as are required by law for providing notice of meetings of committees of public bodies. All meetings of the LPDC shall be public. Minutes of meetings and records of the LPDC shall be prepared and maintained in compliance with the laws governing the operation of committees of public bodies.
- 31.052 A quorum shall consist of five members (only one bargaining unit member and one superintendent appointed member may be absent).
- 31.053 Meetings will be held at the Board office unless the committee agrees to another location.
- 31.054 Meetings will be held during release time whenever possible. If other than release time, bargaining unit members will be paid at the hourly rate of \$15 per hour.
- 31.06 Training
- 31.061 Members of the LPDC shall be provided with opportunities to attend training on the purpose, responsibilities, functioning, and legal requirements of the LPDC.
- 31.062 Training shall be provided at no cost or loss of pay to committee members.
- 31.0621 The LPDC will annually prepare and submit to the Board a budget to cover training and related costs.
- 31.0622 The members of the committee will be granted Professional Leave with prior approval of the Superintendent.

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

31.07 Appeals

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

31.0711 Reconsideration: If any educator disagrees with an LPDC decision, the educator will be given the opportunity to meet personally with the LPDC to discuss the IPDP and to discuss his/her case.

31.0712 If, after the reconsideration process has taken place, the LPDC and the educator are still unable to come to agreement, a third party panel will review the decision. The third party panel will consist of one licensed educator selected by the LPDC; one licensed educator selected by the educator; and one licensed educator agreed upon by both the educator requesting the review and the LPDC. These three individuals then function as a panel to review the LPDC decision and either uphold it or overturn it. Members of the LPDC will not be members of a third party panel.

31.0713 If this process still results in no agreement, the educator will be able to appeal to the Ohio Department of Education concerning the LPDC decision.

31.0714 Records will be kept at the Board office. Access to records will be subject to current policies and agreements regarding personnel records.

31.0715 LPDC members will not be permitted to review their own IPDP. They will abstain from the review and voting, in which case a quorum will consist of five of the remaining six members.

ARTICLE XXXII EMPLOYMENT OF RETIRED TEACHERS

32.01 The provisions contained herein shall apply uniformly to retired teachers of other school districts and states as well as the Marietta City School District, except for 33.03. It is the discretion of the Board and administration whether any individual retired teacher is reemployed under this agreement. In the event a retired teacher is employed after the execution of this contract, that teacher will be employed under a one (1) year limited contract. If reemployed, successive contracts shall also be for a term of one (1) year. Such contracts may be non-renewed, at the discretion of the Board, by notice given on or before April 30 of the year in which the contract expires. Article IX – Non-Renewal and Article XV §15.03 and §15.04 shall not apply to any bargaining unit member employed in accordance with this article.

- 32.02 When a retired teacher is employed, that teacher will be placed on the first step of the salary scale at the teacher appropriate level of preparation (degree status.) Thereafter, that teacher will gain one (1) year experience for each year of employment beginning at step 1. Article XIX, §19.02 shall not apply to any teacher employed in accordance with this article.
- 32.03 Any bargaining unit member contemplating retirement from Marietta City Schools shall have the opportunity to discuss his/her reemployment with an administrative representative of the Board prior to making a retirement decision, if the bargaining unit member so requests. At that meeting the administrator shall inform the bargaining unit member of his/her intended recommendation to the superintendent regarding reemployment. If the administration makes said commitment, no vacancy shall be declared by the superintendent. Article XIII, §13.01 through §13.09 shall not apply to the position as specified above.
- 32.04 Retired teachers employed by the Board may elect to start employment on the first work day after August 31 in their initial year of employment. The district will hire substitute teachers, as needed, to start the school year and the employed retired teacher shall have his/her salary prorated to reflect any missed days. Article VII, §7.011 shall not apply for the purpose of this initial employment.
- 32.05 Retired teachers will be exempt from all entry-year programs.
- 32.06 When a retired teacher is employed by the district, he/she will not be eligible for the group health insurance specified in Article XIX, §19.041 and must opt for the medical benefits offered by STRS, or other retirement program if the teacher retired from a different state. The Board shall provide the vision, dental, and life insurances as specified in §19.045, §19.046 and §19.049 of the negotiated contract. At the bargaining unit member's request the Board, in lieu of the insurance package, will provide a \$1,000.00 stipend.
- 32.07 Any retired teacher, employed by the Board, is excluded from Article XVIII "Retirement/Severance Pay".
- 32.08 The grievance procedure of the collective bargaining agreement shall not apply to the decision to employ or not employ a retired teacher under this article. Nor shall the grievance procedure apply to the contractual terms of salary, benefits, or contracts specifically excluded as stated herein, unless the Board does not honor the terms and conditions of this article when acting to employ retired teachers.
- 32.09 Prior to employment, each retired teacher shall receive a copy of this language.

ARTICLE XXXIII
ENTRY YEAR PROGRAM

33.01 Program Purpose

The Entry Year Program is intended to provide a formal program of positive support, foster professional growth, and prepare all entry year teachers for the performance-based assessment (currently Praxis III). An entry year teacher is defined as any bargaining unit member who is new to the profession and is employed under a 2-year provisional teaching license. The Entry year program and assessment examination does not replace the negotiated employment evaluation.

33.02 Entry Year Committee

The Entry Year Committee shall consist of a majority of practicing teachers minimally including one from the elementary grades and one from the secondary grades appointed by the Association. The Association shall appoint the Lead Mentor Position. Members of the committee must have received Pathwise training in order to develop and maintain the Entry Year program.

33.03 Mentor – Mentee Assignments

Prior to the beginning of each school year, the director of instruction will prepare a list of Pathwise trained teachers, and a list of entry year teachers. The Entry Year Committee and the director of instruction will meet to determine the best match using the criteria outlined in Standards 3 and 4 of the Entry Year Program plan developed by the districts entry year committee. All Committee decisions will be made by Consensus.

The Entry Year Committee shall determine the process by which the mentor or Mentee may request a change in assignment. A Mentor shall be assigned to no more than two (2) new Mentees at any time.

33.04 Training and Release Time

The Board shall provide the Entry Year Committee members the opportunity to attend training in order to establish and maintain an effective Entry Year Program. All costs for this training shall be paid in accordance with the negotiated contract or with entry year funds when available.

33.05 Observations

Bargaining unit members serving as Mentors will be released from their duties to observe the new teacher they are mentoring for half-day periods, up to three times during the first semester at the Mentor's discretion. An additional observation may occur the second semester if needed. If more observations are needed, the mentor will discuss it with the Entry Year Committee. The first half-day observation will take place in September, for the express purpose of familiarizing the Mentor with the Entry

Year teacher's style of teaching. Substitutes will be provided during these released times; mentors will request release time in advance in accordance with district guidelines. The mentor may observe at other times as can be arranged. The Mentor shall contact the new teacher at least once each week for discussion and consultation.

33.06 Confidentiality

Mentors shall communicate directly with the Entry Year teacher and shall hold all information in confidence, as appropriate. All interaction, written or verbal, between the mentor teacher and entry year teacher relating to the entry year teacher's professional development shall be confidential information. Confidentiality shall not apply to communication regarding felonious or illegal behaviors. No Mentor teacher shall participate in any formal or informal contractual evaluation of an Entry Year Teacher.

33.07 Verification of Compliance

Teachers serving as mentors will be expected to maintain a log indicating the dates and times, of meetings and general content discussed with the teacher being mentored. The Mentor and the Entry Year Teacher will both sign the log.

The Entry Year Committee will meet with each Mentor and Mentee to review the progress of the Entry Year Program and offer additional assistance.

33.08 Compensation

Teachers serving as mentors will be paid a stipend of \$800.00 for each Entry Year Mentee to whom they are assigned. This stipend shall be paid upon successful completion of all the requirements listed above. All required paperwork must be completed and submitted to the Entry Year Committee prior to June 15th. The Lead Mentor position will be awarded a supplemental contract in the amount of 4%.

ARTICLE XXXIV CONTRACT MAINTENANCE

34.01 Waiver of Negotiations

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

34.02 Maintenance of Standards

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

34.03 No Strike/No Lockout Clause

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

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

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

34.04 Entire Agreement Clause

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

34.05 Conflict with Law Clause

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

34.06 Upon ratification of this agreement by both the Association and the Board, this Agreement will be signed by the President of the Association and the President of the Board and will be binding on both parties effective **June 30, 2011 through June 29, 2014.**

MARIETTA EDUCATION ASSOCIATION



6/28/2011
Date

MARIETTA BOARD OF EDUCATION



6-29-11
Date

TEACHER'S SALARY SCHEDULE

(Effective July 1, 2011)

Base Pay \$28,554

Step		BA	5 YR	MA	MA+15	MA+30
1	Salary	28,554	29,696	32,552	33,979	36,835
	Index	1.00000	1.04000	1.14000	1.19000	1.29000
2	Salary	29,696	30,981	33,979	35,407	38,262
	Index	1.04000	1.08500	1.19000	1.24000	1.34000
3	Salary	30,838	32,266	35,407	36,835	39,690
	Index	1.08000	1.13000	1.24000	1.29000	1.39000
4	Salary	31,980	33,551	36,835	38,262	41,118
	Index	1.12000	1.17500	1.29000	1.34000	1.44000
5	Salary	33,123	34,836	38,262	39,690	42,545
	Index	1.16000	1.22000	1.34000	1.39000	1.49000
6	Salary	34,408	36,264	39,690	41,118	43,973
	Index	1.20500	1.27000	1.39000	1.44000	1.54000
7	Salary	35,693	37,691	41,118	42,545	45,401
	Index	1.25000	1.32000	1.44000	1.49000	1.59000
8	Salary	36,977	39,119	42,545	43,973	46,829
	Index	1.29500	1.37000	1.49000	1.54000	1.64000
9	Salary	38,262	40,547	43,973	45,401	48,256
	Index	1.34000	1.42000	1.54000	1.59000	1.69000
10	Salary	39,547	41,974	45,401	46,829	49,684
	Index	1.38500	1.47000	1.59000	1.64000	1.74000
11	Salary	40,832	43,402	46,829	48,256	51,112
	Index	1.43000	1.52000	1.64000	1.69000	1.79000
12	Salary	42,117	44,830	48,256	49,684	52,539
	Index	1.47500	1.57000	1.69000	1.74000	1.84000
13	Salary	43,402	46,257	49,684	51,112	53,967
	Index	1.52000	1.62000	1.74000	1.79000	1.89000
14	Salary	43,402	46,257	51,112	52,539	55,395
	Index	1.52000	1.62000	1.79000	1.84000	1.94000
15	Salary	44,687	47,685	52,539	53,967	56,822
	Index	1.56500	1.67000	1.84000	1.89000	1.99000

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made this 4th day of January, 2005, by and between Marietta City (Board) and the Marietta Education Association (Association).

WHEREAS, the elementary school teachers must conduct individual diagnostic testing of their students yearly;

WHEREAS, the time required to conduct said testing as mandated by House Bill 3, frequently extends beyond the allotted time given for proper coverage of the teacher's classrooms;

WHEREAS, the teacher's responsibility to cover their classroom duties and conduct individual diagnostic testing outside the classroom concurrently constituted an unusual stress and potential disciplinary concerns;

NOW THEREFORE,

Effective with the 2004-2005 school year, teachers will not be responsible for classroom duties while conducting individual diagnostic testing. This language shall be noted as Article 7.05. All other subsections of Article 7 will remain current.

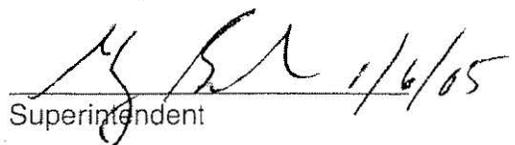
This Memorandum shall become effective upon the signatures of the parties below.

MARIETTA EDUCATION
ASSOCIATION



President

MARIETTA CITY BOARD OF
EDUCATION

 1/6/05

Superintendent

Staff Member _____

MARIETTA CITY SCHOOLS
PROFESSIONAL TEACHING STAFF
EVALUATION INSTRUMENT

July 1992

PROFESSIONAL STAFF EVALUATION PHILOSOPHY

Education is a dynamic profession and learning is a lifelong process. Therefore, evaluation is an on-going process. Evaluation should be a cooperative effort between the evaluator and the professional staff member being evaluated. The quality of the evaluation process is enhanced when there exists a good working relationship between the evaluator and the staff member being evaluated. The desire for self-improvement is essential to the evaluation process.

The following are considered to be the purposes of this evaluation program:

1. To improve instruction for the students of Marietta City Schools.
2. To provide feedback and assistance regarding professional performance.
3. To promote professional growth.
4. To acknowledge excellence in the education profession.
5. To provide data for making decisions regarding contract renewal.

**MARIETTA CITY SCHOOL
PROFESSIONAL STAFF
EVALUATION INSTRUMENT**
_____ - _____ School Year

Staff Member _____

Assignment (Bldg./Grade/Subject/Etc.) _____

Degree _____

Type of Certificate _____

SUMMARY COMMENTS

Staff Member: _____

Evaluator: _____

Comments regarding contract status: _____

Signature of Staff Member _____ Date _____

Signature of Evaluator _____ Date _____

The signature of the staff member does not necessarily indicate agreement with the conference. The signature indicates that the staff member is knowledgeable about the contents of this packet and that the appropriate conferences were held. The staff member will receive a copy of the evaluation packet.

**PROCEDURE FOR THE USE OF THE EVALUATION INSTRUMENT
FOR PROFESSIONAL TEACHING STAFF**

Use of this evaluation instrument is required for all professional staff members during the year of their contract renewal or a minimum of once every two years. It may also be used more frequently at the discretion of the evaluator or upon request of the staff member. Classroom observations must occur as set forth in the negotiated agreement.

During the year of this contract renewal, the Central Office must receive the original completed instrument on or before April 10. Copies will be made for the teacher and the principal.

STEPS USED IN THE EVALUATION PROCESS

STEP 1 DISTRIBUTION OF THE INSTRUMENT

The evaluation instrument will be given to the teacher prior to the pre-observation conference. Dates will be established for the pre-observation conference, the classroom observation, and the post-observation conference.

STEP 2 PRE-OBSERVATION CONFERENCE

Form A (Pre-Observation Form) is to be completed.

STEP 3 CLASSROOM OBSERVATION

Part 1: The classroom observation will be discussed and Form B (Post-Observation Form) will be completed after each observation.

Part 2: Form C (Goal Setting/Goal Evaluation Form) is to be completed when specific areas in need of improvement have been identified. Form C should also be completed if not done previously in the current school year. If done previously in the current school year, Form C should be attached to this evaluation packet.

Part 3: Completion of the checklist (Form D) is required during the year of contract renewal or a minimum of once every two years. It may be completed at other times at the discretion of the evaluator or upon the request of the teacher.

**MARIETTA CITY SCHOOLS
PRE-OBSERVATION FORM
FORM A**

TEACHER _____

EVALUATOR _____

DATE/TIME OF OBSERVATION _____

SUBJECT _____ LESSON TOPIC _____

DATE OF CONFERENCE _____

(Items #1 and #2 below are to be completed prior to the pre-observation conference.
Teacher is to bring lesson plans to the pre-observation conference.)

1. Objective of Lesson/Relationship to the Course of Study:

2. Student Evaluation Process:

3. Focus of Observation:

4. Other Comments:

(As of 7/1/92)

**MARIETTA CITY SCHOOLS
POST-OBSERVATION FORM
FORM B**

Date Held:

Evaluator's Comments:

Teacher's Comments:

Signature of Staff Member: _____ Date: _____

Signature of Evaluator: _____ Date: _____

The signature of the staff member does not necessarily indicate agreement with the conference. It merely indicates that the conference was held. The staff member will receive a copy of the summary and the instruments used.

**GOAL-SETTING/GOAL EVALUATION FORM
PROFESSIONAL STAFF
FORM C**

PART I: Goals/Timeline for Evaluation: *(Please number the goals. Attach a sheet if additional space is required.)*

Check here if additional
Information was attached.

Initial – Teacher _____ Date _____
Evaluator _____ Date _____

PART II: COMMENTS

EVALUATOR:

TEACHER:

Signature of Staff Member _____ Date _____

Signature of Evaluator _____ Date _____

The signature of the staff member does not necessarily indicate agreement with the conference. It merely indicates that the conference was held. The staff member will receive a copy of the summary and the instruments used.

**MARIETTA CITY SCHOOLS
APPRAISAL INSTRUMENT FOR CLASSROOM TEACHERS**

Teacher's Name _____

Building _____ School Year _____

CONTENTS	<u>Page</u>
1. Philosophy of the Appraisal Process	2
2. Procedure	3
3. Pre-Observation (Form A)	4
4. Post-Observation (Form B)	5
5. Teacher Performance Assessment Criteria (Form C)	6-12
6. Summary Comments	13
7. Goals (Form D)	14

This is a pilot evaluation instrument pursuant to Section 14.19 of the negotiated agreement. The decision to use this instrument is optional. If used, this instrument becomes the evaluation of record for the bargaining unit member.

May 2004

**PROFESSIONAL STAFF APPRAISAL INSTRUMENT
PHILOSOPHY**

Education is a dynamic profession and learning should be a lifelong process. The process of teacher appraisal should be ongoing and should be driven by the desire of the teacher to improve the instructional process. This process for teacher appraisal should be a cooperative effort between the teacher and the administrator, and is enhanced by a relationship based on mutual trust and respect.

The following are considered to be the purposes of this appraisal program —

1. To improve instruction for the students of Marietta City Schools.
2. To designate areas where improvement is needed and provide assistance.
3. To commend a teacher for creditable work and leadership qualities.
4. To provide opportunities for dialogue that would enhance professional performance.
5. To promote professional growth.
6. To provide data for making decisions regarding contract renewal.

Marietta City Schools
Professional Staff Appraisal Instrument

Staff Member _____

Assignment (Bldg./Grade/Subject/Etc.) _____ Total Years Teaching Experience _____

Type of Certification/Licensure _____ Degree _____

Current Contract Length _____ Contract Expiration Date _____

**Procedure for the Use of the Appraisal Instrument
for Professional Teaching Staff**

This appraisal instrument outlines the requirements for the appraisal of all bargaining unit members of the Marietta Education Association as set forth in *Article XIV* of the negotiated agreement. During a year of contract renewal, a minimum of two appraisals is required.

- 1st appraisal must be conducted by January 15th with the staff member receiving a copy no later than Jan. 25th. The original is to be sent to central office.
- 2nd appraisal must be conducted between Feb. 10 and April 1 with the staff member receiving a copy by April 10th. Again, the original is to be sent to central office.
- Other observations may occur as deemed appropriate.

During a year when contract renewal is not an issue, the appraisal procedures should occur as follows:

- An appraisal should occur once every two years for teachers with continuing contracts or multi-year contracts.
- An appraisal may occur more frequently at the discretion of the evaluator or upon request of the staff member.

Steps Used in the Appraisal Process

1. Staff members scheduled for evaluation should be notified by September 30th.
2. Prior to the pre-conference, the staff member will receive a copy of the appraisal instrument. A copy of the most recent goals will be made available upon request.
3. The pre-conference is scheduled. Dates are established for the classroom observation and the post-observation conference. Previous goals may be reviewed as needed. The Pre-Observation Form A is completed.
4. Classroom observation—Data will be collected by the administrator.
5. Post-Observation Conference—The classroom observation will be discussed and Post-Observation Form B will be completed after each observation.
6. Completion of the Teacher Performance Assessment Criteria (Form C) is required during the year of contract renewal or a minimum of once every two years. This may be discussed as part of the post-observation conference.
7. Goal Form D is to be completed as a part of the process by both parties. When specific areas in need of improvement have been identified these areas are to be incorporated into the goals.

PRE-OBSERVATION CONFERENCE FORM

Teacher _____ School _____

Observation Date _____ Period/Time of Observation _____

Subject _____ Lesson Topic _____

Type of Lesson	Class Makeup/Number of Students	Learning Styles Addressed in Lesson
<input type="checkbox"/> Introduction/New Topic <input type="checkbox"/> Review or Practice <input type="checkbox"/> Evaluation	<input type="checkbox"/> Gifted/TAG _____ <input type="checkbox"/> Average _____ <input type="checkbox"/> Special Needs _____	<input type="checkbox"/> Visual <input type="checkbox"/> Auditory <input type="checkbox"/> Tactile/Hands-on <input type="checkbox"/> Kinesthetic/Body Involvement

1. Teacher's Knowledge of Student Background Information

2. Objective/Relationship to Course of Study/Academic Content Standards

3. Materials to be Used

4. Instructional Steps

5. Student Evaluation Process

6. Focus of Observation (*List any specific areas of instruction to be observed. Otherwise, check the box below.*)

General observation.

Signature of Teacher

Date

Signature of Administrator

Date

POST-OBSERVATION CONFERENCE FORM

Teacher _____ School _____

Observer _____ Grade/Subject _____

Time In _____ Date of Observation _____

Time Out _____ Date of Post Conference _____

Classroom Observation Narrative (*minimal or no value judgments*)

Administrator Comments

Teacher Comments

Teacher Reflection (refers to C6 on page 9)

Signature of Teacher

Date

Signature of Administrator

Date

TEACHER PERFORMANCE ASSESSMENT CRITERIA

(Form C of this instrument is intended to reflect the lesson observed, as well as the overall performance of the teacher.)

Supporting documentation may be requested by either the teacher or the evaluator.

Section A - Organizes Content Knowledge for Student Learning

A1		BECOMES FAMILIAR WITH RELEVANT ASPECTS OF STUDENTS' BACKGROUND KNOWLEDGE AND EXPERIENCE.		
TCHR	ADM	3	2	1
		The teacher demonstrates an understanding of why it is important to become familiar with students' background experiences, describes at least three ways used to obtain this information. The teacher can provide documentation when appropriate that shows familiarity with students.	The teacher demonstrates some understanding of why it is important to become familiar with students' background experiences, describes two ways used to obtain this information, and has some familiarity with the background information of students in the class.	The teacher demonstrates a lack of concern or under-standing as to why it is important to become familiar with students' background experiences, and may not know how to find this information, and thus lacks familiarity with students' background experiences.

A2		ARTICULATES CLEAR INSTRUCTIONAL OBJECTIVES FOR THE LESSONS THAT ARE APPROPRIATE FOR THE STUDENTS. DEMONSTRATES A THOROUGH UNDERSTANDING OF THE OVERALL CONNECTIONS BETWEEN THE CONTENT THAT WAS LEARNED PREVIOUSLY, THE CURRENT CONTENT, AND THE CONTENT THAT REMAINS TO BE LEARNED IN THE FUTURE.		
TCHR	ADM	3	2	1
		The teacher states clear instructional objectives/content standards that follow the course of study. The goals are appropriate for students at this level or the teacher states goals that allow for differentiated learning. The teacher states a rationale/ explanation for appropriateness of goals and explains connection between content learned previously and in the future.	The teacher states clear instructional objectives that follow the course of study and are appropriate for students. The teacher states a rationale/explanation for appropriateness of goals.	The teacher does not state clear learning goals or the teacher has chosen goals that are not appropriate for students.

A3		CREATES OR SELECTS TEACHING METHODS, LEARNING ACTIVITIES, INSTRUCTIONAL MATERIALS, AND EVALUATION STRATEGIES OR OTHER RESOURCES THAT ARE APPROPRIATE FOR THE STUDENTS AND THAT ALIGN WITH THE GOALS OF THE LESSON. USES AVAILABLE TECHNOLOGIES AS APPROPRIATE.		
TCHR	ADM	3	2	1
		The teacher uses methods, activities, materials, and evaluation strategies that are aligned with the goals. The teacher uses materials that are for differentiated learners or the teacher gives an explanation of why a single teaching method, activity, or evaluation strategy is appropriate. Effectively uses technology as a teaching strategy, when available.	The teacher uses methods, activities, materials, and evaluation strategies that are aligned with the goals. Use of technology is sporadic, but supports the curriculum.	The teacher uses methods, activities, materials, or evaluation strategies that are not consistently related to the goals. Use of technology is disconnected or nonexistent.

COMMENTS — Section A

Administrator _____

Teacher _____

Section B - Creates an Environment for Student Learning

B1		CREATES A CLIMATE THAT PROMOTES FAIRNESS. ESTABLISHES AND MAINTAINS RAPPORT WITH STUDENTS.		
TCHR	ADM	3	2	1
		The teacher is fair in the treatment of students and actively encourages fairness among students. The teacher successfully establishes rapport in ways that are appropriate to students' diverse backgrounds and needs.	The teacher is fair in the treatment of students and does not accept obviously unfair behavior among students. The teacher has basic level of rapport with the students.	The teacher is unfair in the treatment of students or tolerates obviously unfair behavior among students. The teacher does not attempt, or inappropriately attempts, to establish rapport with students.

B2		COMMUNICATES CHALLENGING LEARNING AND BEHAVIORAL EXPECTATIONS TO EACH STUDENT.		
TCHR	ADM	3	2	1
		The teacher actively encourages students to meet challenging learning expectations and communicates that all students can learn.	The teacher communicates to students they are capable of meeting learning objectives.	The teacher communicates explicitly or implicitly to individuals, to groups, or to class as a whole that they are incapable of learning or that the teacher's expectations for their learning are very low.

B3		ESTABLISHES AND MAINTAINS CONSISTENT STANDARDS OF BEHAVIOR BASED ON BOARD AND BUILDING POLICIES. MAINTAINS DOCUMENTATION RECORDS AS APPROPRIATE.		
TCHR	ADM	3	2	1
		The students' behaviors during the lesson are consistently appropriate. If not, the teacher responds to disruptive behavior respectfully and consistently with reasonable success. The teacher consistently documents inappropriate behavior, as needed.	Some students may display minor misbehavior, but it does not disrupt the class. If needed, the teacher responds to disruptive behavior in ways that demonstrate respect and are generally effective.	The teacher makes little attempt to respond to disruptive behavior, or the teacher's response to disruptive behavior does not demonstrate respect for students, or is not effective.

B4		MAKES THE PHYSICAL ENVIRONMENT AS SAFE AND CONDUCTIVE TO LEARNING AS POSSIBLE.		
TCHR	ADM	3	2	1
		The teacher uses the physical environment as a resource to facilitate learning. Provisions are made to accommodate all students, including those with special needs. If the teacher cannot control the physical environment, he or she effectively adjusts the activities to the existing physical environment.	The teacher creates a physical environment that is safe and does not interfere with learning.	The teacher allows the physical environment to be unsafe or the teacher allows the physical environment to interfere with learning.

COMMENTS — Section B

Administrator _____

Teacher _____

Section C - Teaches for Student Learning

C1		MAKES LEARNING GOALS AND INSTRUCTIONAL PROCEDURES CLEAR TO STUDENTS. (Complete mastery of academic content standards not implied.)		
TCHR	ADM	3	2	1
		The teacher provides accurate information about the learning goals and students appear to understand the goals. The teacher provides students with clear accurate information about the instructional procedures for the lesson. The teacher uses numerous teaching strategies, as needed, to help ensure that all students, even those who initially had trouble, understand and can carry out the instructional procedures.	The teacher provides accurate information about the learning goals. The teacher provides the students with clear, accurate information about the instructional procedures for the lesson, and most of the students seem to understand.	The teacher provides the students with no information, confusing information, or inaccurate information about the learning goals or the instructional procedures for the lesson.

C2		MAKES CONTENT COMPREHENSIBLE TO STUDENTS.		
TCHR	ADM	3	2	1
		The content is accurate and appears to be comprehensible to the students. The lesson as a whole has a logical and coherent structure.	The content is accurate and appears to be comprehensible to the students.	The content appears to be incomprehensible to the students.

C3		ENCOURAGES STUDENTS TO EXTEND THEIR THINKING.		
TCHR	ADM	3	2	1
		The teacher uses activities or strategies that are specifically designed to actively encourage students to think independently, creatively, or critically about the content being taught.	The teacher encourages students to think independently, creatively, or critically in the context of the content being studied.	The teacher discourages students from thinking independently, creatively, or critically.

C4		MONITORS STUDENT UNDERSTANDING OF CONTENT THROUGH A VARIETY OF MEANS; PROVIDES FEEDBACK TO STUDENT TO ASSIST LEARNING; ADJUSTS LEARNING ACTIVITIES AS THE SITUATION DEMANDS; AND IMPLEMENTS APPROPRIATE INTERVENTION STRATEGIES.		
TCHR	ADM	3	2	1
		The teacher monitors student understanding of the content, makes appropriate instructional adjustments if necessary and circulates to check progress on student work. If appropriate, students receive substantive and specific feedback.	The teacher monitors the students' understanding of the content. The students receive feedback as necessary.	The teacher makes no attempt to determine whether students are understanding and gives them no feedback.

C5		USES INSTRUCTIONAL TIME EFFECTIVELY.		
TCHR	ADM	3	2	1
		The teacher provides students with activities of instructional value for the entire instructional time and paces them appropriately. Any necessary non instructional procedures are performed efficiently.	The pacing of the lesson is appropriate for most of the students. Non instructional procedural matters do not occupy an excessive amount of time.	Substantial amounts of instructional time are spent on activities of little instructional value, or, the pacing of the lesson is inappropriate to the content and/or the students.

C6		REFLECTS ON THE EXTENT TO WHICH THE LEARNING GOALS ARE MET.		
TCHR	ADM	3	2	1
		The teacher reflects on classroom events in order to plan next steps in the instructional process. The teacher uses evaluation data to learn the extent that individual and the group has achieved the goals of the lesson. In addition, the teacher uses this information to analyze the lesson to improve the instructional process for the future.	The teacher reflects on classroom events in order to plan next steps in the instructional process. The teacher uses evaluation to learn the extent that individual and the group has achieved the goals of the lessons.	The teacher rarely uses reflection to help plan subsequent lessons, or to improve the instruction process.

COMMENTS — Section C

Administrator _____

Teacher _____

Section D - Teacher Professionalism

D1		BUILDS PROFESSIONAL RELATIONSHIPS WITH COLLEAGUES TO SHARE TEACHING INSIGHTS AND TO COORDINATE LEARNING ACTIVITIES FOR STUDENTS.		
TCHR	ADM	3	2	1
		The teacher demonstrates knowledge of resources and attempts to consult with colleagues when necessary on matters related to learning and instruction. The teacher provides evidence of collaboration with colleagues outside of his or her classroom to coordinate learning activities or to address other concerns related to teaching.	The teacher demonstrates knowledge of resources and attempts to consult with colleagues when necessary on matters related to learning and instruction.	The teacher demonstrates no knowledge of resources available through colleagues in the school or district, or, the teacher is aware of such resources, but does not attempt to use them, despite an obvious need.

D2		COMMUNICATES WITH PARENTS OR GUARDIANS ABOUT STUDENT LEARNING.		
TCHR	ADM	3	2	1
		The teacher demonstrates knowledge of forms of communication that she or he can use to communicate with parents or guardians. The teacher describes specific situations in which she or he has communicated or would communicate with parents/ guardians and provides physical evidence of communication. The teacher uses many forms of communication to effectively meet student needs.	The teacher demonstrates knowledge of forms of communication that she or he can use to communicate with parents or guardians of students for various purposes. Communication methods are acceptable.	The teacher demonstrates no knowledge of forms of communication that she or he can use to communicate with parents or guardians, or, the teacher makes little attempt to communicate with parents or guardians, even when it is clearly necessary to do so.

D3		DEVELOPS SHORT AND LONG-TERM LESSON PLANS CONSISTENT WITH BUILDING AND DISTRICT STANDARDS.		
TCHR	ADM	3	2	1
		The teacher develops daily written lesson plans consistent with academic content standards and locally developed courses of study. Plans reflect instructional objectives, procedures, materials and evaluation. Plans show evidence of long-term planning or thematic units. The teacher prepares for class by having all necessary instructional materials and equipment readily available as needed.	The teacher develops daily written lesson plans consistent with academic content standards and locally developed courses of study. Plans reflect instructional objectives, procedures, materials and evaluation. The teacher prepares for class by having all necessary instructional materials and equipment readily available as needed.	The teacher does not consistently develop daily lesson plans, or plans are incomplete. The teacher does not consistently have all necessary instructional material and equipment readily available as needed.

D4		STRIVES TO IMPROVE THE INSTRUCTIONAL PROCESS THROUGH VARIOUS PROFESSIONAL GROWTH OPPORTUNITIES.		
TCHR	ADM	3	2	1
		The teacher demonstrates a strong commitment to professional development by attending a variety of professional growth activities, which could include coursework, conferences, workshops, inservice presentations, or other approved activities as reflected on the teacher's Individual Professional Development Plan (IPDP.) The teacher demonstrates the nature of these professional development activities through instructional strategies or activities in the classroom as appropriate.	The teacher demonstrates a commitment to professional development activities as stated in 3, but does not consistently use professional development to improve instruction	The teacher demonstrates little commitment to professional development activities. There is little or no evidence that professional development serves to improve instructional practices in the classroom.

D5		IS ACCURATE AND PUNCTUAL IN THE PERFORMANCE OF RESPONSIBILITIES.		
TCHR	ADM	3	2	1
		The teacher is consistently accurate and punctual in completing necessary paperwork, meeting deadlines, and reporting to assignments as required.	The teacher is usually accurate and punctual in completing necessary paperwork, meeting deadlines, and reporting to assignments as required.	The teacher has a weakness in one of the following areas: a. is inaccurate in completing necessary paperwork; b. is not punctual in meeting deadlines; c. is not on time when reporting to assignment as required.

D6		DEMONSTRATES A PROFESSIONAL MANNER WHEN INTERACTING WITH MEMBERS OF THE SCHOOL COMMUNITY.		
TCHR	ADM	3	2	1
		The teacher consistently demonstrates a professional manner when interacting with students, parents, fellow teachers, support personnel, and administrators. The teacher demonstrates a positive approach to problem solving that reflects a belief that we are all on the same team.	The teacher consistently demonstrates a professional manner when interacting with students, parents, fellow teachers, support personnel, and administrators.	The teacher does not demonstrate a professional manner toward some members of the school community. The teacher speaks or behaves in a manner that does not reflect well on the school district or does not reflect the team spirit.

D7		COMMUNICATES IN A CLEAR AND PROFESSIONAL MANNER.		
TCHR	ADM	3	2	1
		The teacher writes well and speaks well, using good grammar and structure. Thoughts are expressed in a clear and concise manner. The teacher uses a variety of means to communicate.	The teacher writes well and speaks well, using good grammar and structure. Thoughts are expressed in a clear and concise manner.	The teacher needs to improve in one or more of the following areas: a. does not communicate, as needed; b. uses improper grammar when speaking; c. uses improper grammar, spelling or structure when writing; d. does not express things in a clear and concise manner.

D8		COOPERATES WITH AND FOLLOWS DISTRICT/BUILDING DECISIONS AND DIRECTIONS.		
TCHR	ADM	3	2	1
		The teacher consistently follows district/building decisions and directions. The teacher demonstrates a cooperative manner in doing so.	The teacher generally follows district/building decisions and directions. The teacher is usually cooperative in carrying out these responsibilities.	The teacher either does not consistently follow district/building decisions and directions, or demonstrates an uncooperative manner in doing so.

D9		PARTICIPATES IN BUILDING AND DISTRICT COMMITTEES, PROJECTS OR OTHER SERVICES.		
TCHR	ADM	3	2	1
		The teacher is a leader in the building/ district; participates on a number of building and/or district committees/projects.	The teacher can be counted on to participate on committees/projects as needed.	The teacher rarely participates on committees or contributes little to the process when serving on committees/projects.

COMMENTS - Section D

Administrator _____

Teacher _____

GOALS

TEACHER _____

Review of Previous Goals
(attach if appropriate)

New Goals
(previous goals may continue if appropriate)

1. _____

2. _____

3. _____

Goals to be reviewed _____
Date

Signature of Teacher

Date

Signature of Administrator

Date

MARIETTA CITY SCHOOLS
REQUEST FOR APPROVAL OF
ATTENDANCE AT PROFESSIONAL
OR BUSINESS MEETING

- Complete this form and submit to your immediate supervisor prior to attending a professional or business meeting.
- Upon return from meeting, complete and submit the form: **Expense Report.**

NAME _____ DATE _____

SCHOOL/BUILDING _____

1. Title of Meeting: _____

2. Place of Meeting: _____

3. Date(s) of Meeting: _____ All Day A.M. P.M.
_____ All Day A.M. P.M.

4. Will a substitute be needed? No Yes

5. Please give a brief description of what you hope to gain from the meeting:

6. Have you made any other trips this year where reimbursable expenses substitute teacher was needed? No Yes (Explain) _____

7. Are you planning any other meetings this year where reimbursable expenses or a substitute teacher will be needed? No Yes (Explain) _____

8. List estimates of expenses of this requested trip:

Mileage _____ Meals _____

Lodging _____ Registration/Fees _____

Other (itemize) _____ Total Cost _____

_____ Total Allowed _____

Account # _____

9. Is any group helping to pay part or all of the costs of your trip? Is so, explain:

Approved by: _____
Building Principal/Supervisor

Business Manager

Revised 3/98

MARIETTA CITY SCHOOLS
REQUEST FOR
PERSONAL LEAVE
(PROFESSIONAL STAFF)

- Employee is reminded to complete the district form: **Report of Employee Absence** upon return to work

Name _____ Building _____

Date of Application _____

Date(s) of Leave: _____ All Day A.M. P.M.

_____ All Day A.M. P.M.

Principal's/Supervisor's Action: (Initial below)

Superintendent's Action: (Initial below)

Approved _____ Not Approved _____

Approved _____ Not Approved _____

GUIDELINES AND INFORMATION

All professional staff, except intermittent employees, are eligible for a maximum of four (4) school calendar days with pay for personal leave. Personal leave days shall not be used during the last seven (7) days of the school calendar without the prior approval of the superintendent.

The school year calendar shall be used to establish a twelve month period for use purposes. Personal leave days shall be requested on this district form. The Treasurer of the Board of Education shall be authorized to make proper payroll deductions for any unauthorized use of personal leave.

- Application for personal leave should be submitted at least three (3) days prior to use so as to give school officials ample time to obtain a substitute for the position.
- Employees are reminded to phone the Central Office to arrange for a substitute prior to taking the personal leave days(s).

Revised 7/98

MARIETTA CITY SCHOOLS
COMPLAINT FORM
APPEAL FORM (STEPS 4-5)

Appellant's Name _____

Name of Involved Employee _____

STEP 4

Presiding Administrator _____ Building _____

Briefly state the resolution in question _____

Briefly explain the reason for appeal _____

Date: _____ Appellant's Signature _____

STEP 5

Presiding Administrator _____ Date _____

Briefly state the resolution in question _____

Briefly explain the reason for appeal _____

Date: _____ Appellant's Signature _____

FOR OFFICE USE ONLY: Do Not Write Below This Line

STEP 4

Date Received _____
Date Copies Sent _____
Next Meeting Date _____
Admin. Initials _____

STEP 5

Date Received _____
Date Copies Sent _____
Next Meeting Date _____
Admin. Initials _____

Adopted: 1971
Revised: 4/17/79

STEP II

A. Position of Grievant _____

Signature of Grievant Date

B. Date Received by Superintendent or Designee _____

C. Disposition by Superintendent or Designee _____

Signature of Superintendent or Designee Date

STEP III

A. Position of Grievant _____

Signature of Grievant Date

Received by Superintendent or His/Her Designated Representative

Signature of Superintendent or Designee Date Received

COMPLAINT PROCEDURE

Step 1

The complainant should contact the involved employee within a reasonable time after the concern becomes evident, and at that time attempt to reach a satisfactory resolution of the problem.

If the complainant does not wish to meet or converse with the employee, or has met or conversed with the employee without reaching a satisfactory resolution, then an informal discussion may be arranged with the principal or supervisor in an attempt to reach a satisfactory resolution of the problem.

Step 2

If the complaint is not resolved in an informal meeting with the employee and/or the principal or supervisor, then the complainant, the employee and the principal or supervisor will have an informal discussion in an attempt to reach a satisfactory resolution of the problem.

Step 3

If a satisfactory solution is not reached at the informal level, the complainant may proceed to this step by submitting a written complaint to the building principal or supervisor within five (5) days of the informal meeting. The principal or supervisor will hold such meeting or meetings as he/she feels are necessary to resolve the matter within ten (10) days of receipt of the written complaint, and will advise the parties of his/her decision within fifteen (15) days of receipt of the written complaint. Said decision will be sent to the parties by certified mail, return receipt requested.

If a satisfactory resolution of the problem does not result from Step 3, either party may appeal to the superintendent of the Marietta City School District.

Step 4

Within five (5) days of the receipt of the principal's decision, an appeal may be filed with the superintendent's office. A meeting of the complainant, the involved employee, the building principal or supervisor and the superintendent or his designee must be held within ten (10) days of the filing of the appeal.

The Superintendent may, prior to such meeting, interview all persons or witnesses whom he feels may be helpful in resolving the issue. At this meeting the complaint and reasons for appeal will be read. The superintendent, who will have familiarized him/herself with the complaint and the appeal, will attempt to arrive at a satisfactory resolution and will issue a final recommendation in writing within fifteen (15) days of the filing of the appeal.

All parties will have the right to be represented by counsel at Step 4. If a satisfactory resolution of the problem does not result from Step 4, either party may appeal to the Board of Education of the Marietta City School District.

Step 5

All hearings before the Board of Education will be in executive session unless the employee requests and is entitled to a public session pursuant to the terms of Section 121.22 of the O. R. C. In such hearing a record will not be made. Formal rules of evidence will not be observed. Cross examination may be limited. The Board will weigh the testimony and/or evidence submitted in attempting to sift out the irrelevant and emotional. The Board will decide which action, if any, will be taken as a result of the incident(s) complained about. The Board may from time to time establish rules for the governing of such hearings.

MARIETTA CITY SCHOOLS
COMPLAINT FORM
STEP 3

Complainant's Name _____ Date _____

Complainant's Address _____ Phone _____

Name of Involved Employee _____

Building _____

Date of occurrence leading to complaint _____

Briefly explain the complaint: _____

Briefly explain the desired resolution of this complaint: _____

Have you met informally with the involved employee? yes no

If yes, date of meeting _____

What was the result of that meeting? _____

Complainant's Signature _____

FOR OFFICE USE ONLY: Do not write below this line.

Step 3
Meeting Date _____
Admin. Initials _____
Copy Filed _____
Copy Sent _____
Appeal Filed _____

Step 4
Meeting Date _____
Admin. Initials _____
Copy Filed _____
Copy Sent _____
Appeal Filed _____

Step 5
Meeting Date _____
Admin. Initials _____
Copy Filed _____
Copy Sent _____
Appeal Filed _____

ADMINISTRATOR'S REPORT

STEP 3

Resolution of Complaint _____

Further Recommendation (if any) _____

Date: _____ Administrator's Signature _____

STEP 4

Resolution of Complaint _____

Further Recommendation (if any) _____

Date: _____ Administrator's Signature _____

STEP 5 (optional)

Resolution of Complaint _____

Further Recommendation (if any) _____

Date: _____ Board of Education Signature _____

MARIETTA CITY SCHOOLS
COMPLAINT FORM
STEP 4

Complainant's Name _____ Date _____

Complainant's Address _____ Phone _____

Name of Involved Employee _____

Building _____

Date of occurrence leading to complaint _____

Briefly explain the complaint: _____

Briefly explain the desired resolution of this complaint: _____

Complainant's Signature _____

**MARIETTA CITY SCHOOLS
REGULATIONS, PROCEDURES AND FORMS
FOR PROFESSIONAL GROWTH PROGRAM**

I. ELIGIBILITY

Only members of the bargaining unit will be eligible for participation in the professional growth program.

Recipients must have a minimum of a Bachelor's degree and provisional certificate.

Applicants must currently be under a full-time contract, with two full years (four semesters) of consecutive professional service in the Marietta City Schools. These two years must immediately precede the application for professional growth reimbursement.

II. APPLICATION PROCEDURES

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

Applications will not be accepted sooner than one month prior to the beginning of the term or course.

In the event that applications for reimbursement exceed the remainder of monies in the professional growth fund, consideration will first be given to those who have not previously been approved for reimbursement in the current fiscal year. Applications will be processed according to the time and date of receipt in the Superintendent's office.

III. COURSES AND STIPENDS

Credits must be earned at an institution approved by the Ohio State Department of Education, Division of Teacher Education and Certification. Stipends will be paid in the amounts specified in the current negotiated contract, but will not exceed the actual cost per credit hour.

Applicants will be limited to a maximum of nine quarter hours or six semester hours per fiscal year.

Payments will be made upon receipt of written proof of credit, providing the applicant is under a teacher's contract with the Marietta City Schools at the time the coursework was completed.

IV. PROFESSIONAL GROWTH COMMITTEE

A standing committee of two MEA members, appointed by the MEA Executive Committee, and one member, appointed by the Superintendent, will screen and grant approval or denial of the applications.

V. FORMS USED IN THE PROFESSIONAL GROWTH PROGRAM

FORM A: Application for Approval

This application must be submitted to the Superintendent's office prior to the specified time (see Part II). All applicants will be notified if they are approved or denied through the return of this form by a representative of the professional growth committee.

FORM B: Application for Reimbursement

In order to receive reimbursement, Form B must be completed and submitted to the Superintendent's office within 90 days of completion of the course. This form is to be accompanied by a course transcript or other university documentation indicating successful completion of the course(s).

FORM C: Request for Change of or Withdrawal from Course

Form C must be submitted within 30 days following the beginning of the course if one either withdraws from or changes a course. The course being substituted will automatically be approved providing it meets all criteria specified in Part I: Eligibility.

APPLICATION FOR PROFESSIONAL GROWTH PROGRAM

NAME _____

SCHOOL _____

Presently under full time contract with 2 years consecutive professional service ___yes___no

COLLEGE OR UNIVERSITY AT WHICH YOU PLAN TO TAKE WORK

NAME _____ LOCATION _____

COURSE(S) INFORMATION

1. Beginning date _____ Course Number _____
Course Title _____
Hours _____ Semester or Quarter _____ Cost per Hour _____ Total Cost _____

2. Beginning Date _____ Course Number _____
Course Title _____
Hours _____ Semester or Quarter _____ Cost per Hour _____ Total Cost _____

Are you receiving any other tuition grants or reimbursements? _____ Yes _____ No

If "Yes," explain _____

DO NOT WRITE BELOW THIS LINE

<p>I. RECEIVED IN SUPERINTENDENT'S OFFICE</p> <p>Date _____ Time _____ Initials _____</p>

<p>II. ACTION OF PROFESSIONAL GROWTH COMMITTEE</p> <p>Date of Committee Action _____ Amount Approved _____</p> <p>Denial Reason _____</p> <p>Comments _____</p> <p>Signature _____</p>
--

APPLICATION FOR PROFESSIONAL GROWTH REIMBURSEMENT

(This completed form must be accompanied by an official transcript or other documentation indicating successful completion of course(s).)

Name: _____

School: _____

College or university at which course(s) was completed:

Name: _____ Location: _____

Give the information for the course(s) completed:

1. Completion Date _____ Course Number _____

Course Title _____

Hours _____ Semester or Quarter Hrs.? _____ Cost Per Hour _____

2. Completion Date _____ Course Number _____

Course Title _____

Hours _____ Semester or Quarter Hrs.? _____ Cost Per Hour _____

I certify that the above information is correct.

Signature _____

Date _____

(Do Not Write Below This Line)

I direct the payment of the approved professional growth stipend to the applicant named above.

Signature _____
Superintendent of Schools

Date _____

PROFESSIONAL GROWTH PROGRAM NOTIFICATION OF COURSE CHANGE OR WITHDRAWAL FROM COURSE

(Complete this form if there has been a change in or withdrawal from a course since your initial application.)

Original course(s) for which application was made:

1. Course Number _____ Beginning Date _____
Course Title _____

Hours _____ Semester or Quarter Hrs.? _____ Cost Per Hour _____

2. Course Number _____ Beginning Date _____
Course Title _____

Hours _____ Semester or Quarter Hrs.? _____ Cost Per Hour _____

- I wish to **substitute** the following course(s) for that listed above: (Credit hours should not exceed those originally applied for.)

1. Course Number _____ Beginning Date _____
Course Title _____

Hours _____ Semester or Quarter Hrs.? _____ Cost Per Hour _____

College/University _____ Location _____

2. Course Number _____ Beginning Date _____
Course Title _____

Hours _____ Semester or Quarter Hrs.? _____ Cost Per Hour _____

College/University _____ Location _____

- **OR**, I have **withdrawn** from this course(s) and am no longer requesting reimbursement. _____

Date Submitted to Superintendent's Office: _____

Signature: _____

(Do Not Write Below This Line)

Committee Action Taken: _____
Committee Signature: _____

MARIETTA CITY SCHOOLS

**REPORT OF
EMPLOYEE ABSENCE**

Note: This report is due in the Superintendent's Office within three (3) days after return to work.
_____ Professional Staff _____ Classified Staff

Name _____ School/Bldg. _____

Soc. Sec. # _____ Date Report Filed _____

Date(s) of Absence _____ Total Days Absent _____
Month Date(s) Year

SICK LEAVE

Absence Due To: (Check)

- 1. Personal illness
- 2. Personal injury on the job
- 3. Personal injury off the job
- 4. Illness in the immediate family:
 - _____ Mother
 - _____ Father
 - _____ Husband
 - _____ Wife
 - _____ Children
 - _____ Brother
 - _____ Sister
 - _____ Per policy
- 5. Bereavement (Relationship)
- 6. Emergency (Explain at right)

**ABSENCE FOR WHICH PRIOR
ARRANGEMENT WAS MADE WITH
SUPERINTENDENT AND SUPERVISOR**

Absence Due To: (Check)

- 1. Professional meeting or visitation
- 2. Personal leave
- 3. Personal business – not approved for reimbursement. Explain below.
- 4. School business (Explain below)
- 5. Religious Holiday
- 6. Vacation
- 7. Other (explain below)

Additional Explanation: _____

Statement Justifying Sick Leave: _____

(If medical attention was required, please state physician's name, address, and date(s) consulted below)

Physician's Name _____ Date(s) Consulted: _____

Physician's Address _____

Employee's Signature

Principal's/Supervisor's Signature

Revised 5/96

Superintendent's/Business Manager's Signature

MARIETTA CITY SCHOOLS – PPO Plan #1
Blue Access (PPO)
Summary of Benefits Effective: 10/01/04

APPENDIX F-1

Covered Benefits	Network	Non-Network
Deductible (Single/Family) <i>(Applies only to percent (%) copayments)</i>	None	\$200/\$400
Out of Pocket Maximum (Single/Family)	\$300/\$600	\$700/\$1,400
Physician Office Services Including Office Surgeries, allergy serum and injections ¹	\$10	20%
*Allergy Testing	Covered in Full	20%
Preventive Care Medical History Mammography ¹ , Pelvic exams, and Pap testing, PSA tests Immunizations ¹ Annual diabetic eye exam Annual vision and hearing exams	\$10	20%
Physical Medicine Therapies (combined Network & Non-network limits apply) Physical/Occupational therapy: 30/30 visit limit Spinal manipulation: 12 visit limit Speech therapy: 20 visit limit	Copayments based on place of service	Copayments based on place of service
Inpatient Services Unlimited days except for: <ul style="list-style-type: none"> 60 days Network/Non-network combined for physical medicine/rehab 180 days Network/Non-network combined for skilled nursing facility 	Covered in Full	20%
Outpatient Surgery Hospital/Alternate Care Facility	Covered in Full	20%
Other Outpatient Services Hospital/Alternative Care Facility	Covered in Full	20%
Inpatient and Outpatient Professional Charges	Covered in Full	20%
Home Care Services 30 visits non-network limit for home care, excludes IV therapy	Covered in Full	20%
Hospice Services	Covered in Full	Covered in Full
Emergency and Urgent Care:		
Emergency Care in ER Room <i>(covers all services, copayment waived if admitted, then inpatient copayment applies)</i>	\$100	\$100
Urgent Care Facility	\$25	\$25
Ambulance Services	Covered in Full	Covered in Full
Maternity Services	Covered in Full	20%
Mental Health/Substance Abuse² (limits and maximums apply)		
• Inpatient: 30 Network days <i>(includes inpatient mental health Non-network)</i>	Covered in Full	20%
• Outpatient: 50 Network visits 10 Non-network mental health visits Inpatient and outpatient substance abuse \$550 Non-network <i>(Substance abuse rehabilitation programs are limited to two per lifetime Network and Non-network combined.)</i> Call 1-800-788-4003 for authorized referral	Copayments based on place of service	Copayments based on place of service
Lifetime Maximum (Combined Network and Non-network)	\$5 million	\$5 million

Covered Benefits	Network	Non-Network
Human Organ and Tissue Transplants Except Kidney and Cornea transplants ³ A separate \$1 million lifetime maximum applies (Combined Network and Non-network)	Covered in full	50%
Medical Supplies, Equipment and Appliance	20%	40%
Prescription Drug Options:		
Network Retail Pharmacies: (30 days supply) Includes diabetic test strips	\$5 Generic Formulary/ \$10 Brand Formulary/ \$20 Non Formulary	50%, min. \$30 ⁴
Anthem RX Direct Mail Service: (90-day supply) Includes diabetic test strips	\$10 Generic Formulary/ \$20 Brand Formulary/ \$40 Non Formulary	Not covered

Notes:

- All deductibles and copayments apply toward the out-of-pocket maximum (except prescription drug, human organ and tissue transplants, excluding kidney and cornea, and flat dollar copayments for preventive care, physician office services and urgent care).
- Deductible(s) apply only to covered services listed with a percentage (%) copayment excluding prescription drugs and allergy testing (Network).
- Network and Non-network deductibles, copayments and out-of-pocket maximums are separate and do not accumulate toward each other.
- Dependent age: to the end of the calendar year of age 19 and 25 – if dependent qualifies as a full-time student.
- Certain diabetic and asthmatic supplies are covered in full at network pharmacies except diabetic test strips.
- ¹These covered services are covered in full if you have a flat dollar copayment and if rendered without an office visit.
- ²Mental health/substance abuse must be authorized by the mental health administrator for services to be covered at the highest benefit level. Refer to Schedule of Benefits for limitations.
- ³Kidney and Cornea are treated the same as any other illness and subject to the medical benefits and lifetime maximum.
- ⁴RX non-network diabetic/asthmatic supplies not covered except diabetic test strips.

Precertification:

- Members are encourage to always obtain prior approval when using non-network providers. Precertification will help avoid any unnecessary reduction in benefits for non-covered or non-medically necessary services.

Pre-existing Exclusion Period:

We will not provide benefits for services, supplies or charges for any pre-existing condition for the time period specified below (subject to HIPAA portability requirements):

- Timely enrollee: 12 months after the member’s enrollment date
- Late enrollee: 18 months after the member’s enrollment date

A pre-existing condition is a condition (mental or physical) which was present and for which medical advice, diagnosis, care or treatment was recommended or received within the 6 months period ending on the member’s enrollment date. Pregnancy is not considered a pre-existing condition. Genetic information may not be used as a condition in the absence of a diagnosis.

This summary of benefits is intended to be a brief outline of coverage. The entire provisions of benefits and exclusions are contained in the Group Contract, Certificate and Schedule of Benefits. In the event of a conflict between the Group Contract and this description, the terms of the Group Contract will prevail.

MARIETTA CITY SCHOOLS – PPO Plan #2
Blue Access (PPO)
Summary of Benefits Effective: 10/01/04

APPENDIX F-2

Covered Benefits	Network	Non-Network
Deductible (Single/Family) <i>(Applies only to percent (%) copayments)</i>	None	\$200/\$400
Out of Pocket Maximum (Single/Family)	\$300/\$600	\$1,000/\$2,000
Physician Office Services Including Office Surgeries, allergy serum and injections ¹	\$15	20%
*Allergy Testing	Covered in Full	20%
Preventive Care Medical History Mammography ¹ , Pelvic exams, and Pap testing, PSA tests Immunizations ¹ Annual diabetic eye exam Annual vision and hearing exams	\$15	20%
Physical Medicine Therapies (combined Network & Non-network limits apply) Physical/Occupational therapy: 30/30 visit limit Spinal manipulation: 12 visit limit Speech therapy: 20 visit limit	Copayments based on place of service	Copayments based on place of service
Inpatient Services Unlimited days except for: <ul style="list-style-type: none"> 60 days Network/Non-network combined for physical medicine/rehab 180 days Network/Non-network combined for skilled nursing facility 	Covered in Full	20%
Outpatient Surgery Hospital/Alternate Care Facility	Covered in Full	20%
Other Outpatient Services Hospital/Alternative Care Facility	Covered in Full	20%
Inpatient and Outpatient Professional Charges	Covered in Full	20%
Home Care Services 30 visits non-network limit for home care, excludes IV therapy	Covered in Full	20%
Hospice Services	Covered in Full	Covered in Full
Emergency and Urgent Care:		
Emergency Care in ER Room <i>(covers all services, copayment waived if admitted, then inpatient copayment applies)</i>	\$100	\$100
Urgent Care Facility	\$35	\$35
Ambulance Services	Covered in Full	Covered in Full
Maternity Services	Covered in Full	20%
Mental Health/Substance Abuse² (limits and maximums apply) <ul style="list-style-type: none"> Inpatient: 30 Network days <i>(includes inpatient mental health Non-network)</i> Outpatient: 50 Network visits 10 Non-network mental health visits Inpatient and outpatient substance abuse \$550 Non-network <i>(Substance abuse rehabilitation programs are limited to two per lifetime Network and Non-network combined.)</i> Call 1-800-788-4003 for authorized referral 	Covered in Full	20%
	Copayments based on place of service	Copayments based on place of service
Lifetime Maximum (Combined Network and Non-network)	\$5 million	\$5 million

Covered Benefits	Network	Non-Network
Human Organ and Tissue Transplants Except Kidney and Cornea transplants ³ A separate \$1 million lifetime maximum applies (Combined Network and Non-network)	Covered in full	50%
Medical Supplies, Equipment and Appliance	20%	40%
Prescription Drug Options:		
Network Retail Pharmacies:		
(30 days supply)	\$10 Generic Formulary/	50%, min. \$30 ⁴
Includes diabetic test strips	\$20 Brand Formulary/ \$30 Non Formulary	
Anthem RX Direct Mail Service:		
(90-day supply)	\$20 Generic Formulary/	Not covered
Includes diabetic test strips	\$40 Brand Formulary/ \$60 Non Formulary	

Notes:

- All deductibles and copayments apply toward the out-of-pocket maximum (except prescription drug, human organ and tissue transplants, excluding kidney and cornea, and flat dollar copayments for preventive care, physician office services and urgent care).
- Deductible(s) apply only to covered services listed with a percentage (%) copayment excluding prescription drugs and allergy testing (Network).
- Network and Non-network deductibles, copayments and out-of-pocket maximums are separate and do not accumulate toward each other.
- Dependent age: to the end of the calendar year of age 19 and 25 – if dependent qualifies as a full-time student.
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- ¹These covered services are covered in full if you have a flat dollar copayment and if rendered without an office visit.
- ²Mental health/substance abuse must be authorized by the mental health administrator for services to be covered at the highest benefit level. Refer to Schedule of Benefits for limitations.
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Pre-existing Exclusion Period:

We will not provide benefits for services, supplies or charges for any pre-existing condition for the time period specified below (subject to HIPAA portability requirements):

Timely enrollee: 12 months after the member's enrollment date

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A pre-existing condition is a condition (mental or physical) which was present and for which medical advice, diagnosis, care or treatment was recommended or received within the 6 months period ending on the member's enrollment date. Pregnancy is not considered a pre-existing condition. Genetic information may not be used as a condition in the absence of a diagnosis.

This summary of benefits is intended to be a brief outline of coverage. The entire provisions of benefits and exclusions are contained in the Group Contract, Certificate and Schedule of Benefits. In the event of a conflict between the Group Contract and this description, the terms of the Group Contract will prevail.

**MARIETTA EDUCATION ASSOCIATION
2007-2010
CONTRACT INDEX**

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MEMORANDUM OF UNDERSTANDING / NOVATION

This Memorandum of Understanding is entered into this 27th day of June, 2011, by and between the Marietta City School District Board of Education ("Board") and the Marietta Education Association ("MEA" or "Association") [collectively "the parties"].

WHEREAS, the MEA and the Board entered into a collective bargaining agreement in 2010 ("2010 Contract"), with a stated duration of July 1, 2010 through June 30, 2012, representing a two-year extension of the prior July 1, 2007 through June 30, 2010 agreement; and

WHEREAS, the parties determined that it is in their mutual interest to modify the term of the 2010 Contract and have reached agreement on a new three-year Contract;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The MEA shall recommend to its membership that it (a) modify the term of the 2010 Contract to be July 1, 2010, through June 29, 2012, and (b) approve a new collective bargaining agreement, which has a term of June 30, 2011, through June 29, 2014 ("2011 Contract").

2. If the MEA membership approves the recommendation to modify the term of the 2010 Contract and ratifies the attached 2011 Contract, the Superintendent shall recommend to the Board that it agree to modify the term of the 2010 Contract and approve the 2011 Contract as tentatively agreed to on June 27, 2011.

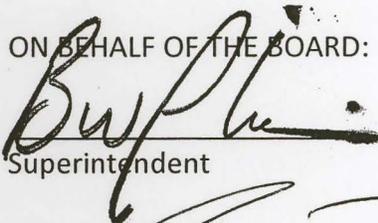
3. If both parties agree to modify the 2010 Contract and ratify/approve the new 2011 Contract, the parties' representatives shall execute the new 2011 Contract, as tentatively agreed to on June 27, 2011, with an effective date of June 30, 2011, and a three-year term of June 30, 2011, through June 29, 2014. If either or both parties reject the proposal to modify the term of the 2010 Contract and/or to ratify/approve the 2011 Contract, this Memorandum of Understanding / Novation shall be void.

4. The parties expressly state that the proposed modification to the 2010 Contract is a novation of their prior obligation to fulfill the original term of the 2010 Contract, which shall be replaced with the new obligation to execute a new contract for a three-year term, commencing June 30, 2011, and expiring on June 29, 2014.

5. The parties' representatives affirm that they have full authority to execute this

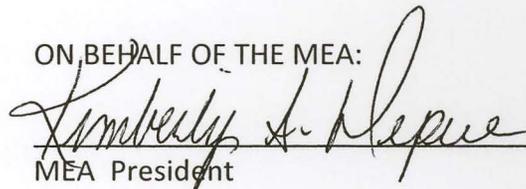
MEMORANDUM OF UNDERSTANDING / NOVATION.

ON BEHALF OF THE BOARD:



Superintendent

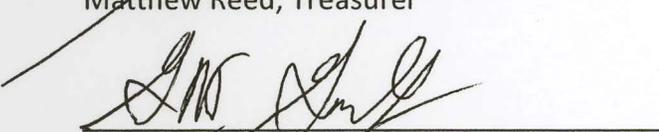
ON BEHALF OF THE MEA:



MEA President



Matthew Reed, Treasurer



Greg Gault, Board President