NEGOTIATED AGREEMENT

between the

MARGARETTA LOCAL SCHOOL DISTRICT BOARD OF EDUCATION

and the

MARGARETTA TEACHERS ASSOCIATION

September 1, 2024 through August 31, 2027

AGREEMENT

This Agreement made and entered into this 28th day of February 2025, by and between the Board of Education of the Margaretta Local School District, hereinafter referred to as the "Board" and the National Education Association (NEA), the Ohio Education Association (OEA), the Northwest Ohio Education Association (NWOEA), and its affiliate, the Margaretta Teachers Association (MTA), each of which is hereinafter referred to as the "Association."

MARGARETTA LOCAL SCHOOL DISTRICT BOARD OF EDUCATION	MARGARETTA TEACHERS ASSOCIATION
Angela L. Tucker President	 President
 Board Member	
Edward P Kurt Superintendent	
Kayla Hall Treasurer	
	 SERB Agent of Record

Board of Education executed the agreement on February 28, 2025, subsequent to the MTA ratification.

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ARTICLE I – TERM

The terms and conditions of the within Agreement are effective for the period commencing September 1, 2024, and terminating August 31, 2027.

ARTICLE II – RECOGNITION

A. The Board of Education of the Margaretta Local School District hereby recognizes the Margaretta Teachers Association OEA/NEA-Local as the sole and exclusive bargaining representative for the purposes of and as defined in Chapter 4117 of the Ohio Revised Code, for all professional, non-supervisory personnel (as licensed by the State Employment Relations Board) of the unit members and defined in paragraphs B and C below.

B. The bargaining unit shall consist of all regular full-time and regular part-time licensed personnel employed by the Board under a regular teaching contract. The unit shall include all classroom teachers K-12, special, vocational, guidance counselors, librarians, L.D. tutors, athletic director(s) if not an administrator, and anyone employed to perform any work currently being performed by bargaining unit members. This provision does not prevent the Board from sharing categorical units with other public school districts.

Full-time: A bargaining unit member who is employed to perform a full day's work as defined in this Agreement for a minimum of one hundred twenty (120) workdays or more in a work year and is entitled to full benefits.

Part-time: A bargaining unit member who works less than a full day as defined by this Agreement and/or less than the minimal standard of one hundred twenty (120) workdays per work year and is entitled to prorated benefits commensurate to his/her status.

C. Excluded from the unit are non-licensed personnel, substitutes employed on a casual or day-to-day basis as outlined in Chapter 3319.10 of the Ohio Revised Code, homebound tutors, personnel employed by other agencies, community school employees*, and administrative positions as defined in Chapter 4117 of the Ohio Revised Code. The Board recognizes that Association representation will include any newly created position(s) recognized by SERB.

D. Payroll Deduction of Fair Share Fee

1. Thirty (30) days following the beginning of each school year or employment of new bargaining unit members, employees in the bargaining unit who are not members of the Association shall pay to the Association a Fair Share Fee as a condition of employment with the Board. Such Fair Share Fee shall not exceed dues paid by members of the Association who are in the bargaining unit. The Association shall notify the Board of the Fair Share Fee amounts and of any changes in the Fair Share Fee amounts in the same manner as notification of

amounts and changes in the amounts of dues deductions. Fair Share Fees shall be deducted from the payroll checks of the bargaining unit members and forwarded by the Board to the Association and in the same manner, except that written authorization for deductions of Fair Share Fees is not required.**

2. Upon timely demand, non-members may appeal to the Association payment of the Fair Share Fee pursuant to the internal procedure adopted by the Association or such non-members may submit such appeals as provided by law.

   Those bargaining unit members wishing to establish Religious Exemption Status shall do so in accordance with Chapter 4117.09(C) of the Ohio Revised Code.

3. The Association agrees to indemnify the Board for any cost or liability incurred as a result of the implementation and enforcement of this provision provided that:

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

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

   c. The Board agrees to (1) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding, (2) permit the Association or its affiliates to intervene as a party if it so desires, and/or (3) not oppose the Association's or its affiliates' application to file briefs amicus curiae in the action;

   d. The action brought against the Board must be a direct consequence of the Board's good faith compliance with the Fair Share Fee provision of the collective bargaining Agreement herein; however, there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to court order) or misapplies such Fair Share Fee provision herein; and

   e. The above Fair Share Fee provision shall be an exclusive right of the Association not granted to any other employee organization seeking to represent employees in the bargaining unit represented by the Association.

* Under no circumstances shall community school employees do bargaining unit work.

** See Payroll Deduction Procedures.

ARTICLE III – PRINCIPLES

Membership or non-membership in the Association of itself alone shall not be the cause for discipline or renewal or nonrenewal of contracts. Being a participant or the right to refrain from participating on the negotiating team for the Association, of itself alone shall not be cause for discipline or the renewal or nonrenewal of contracts.

ARTICLE IV – DISCRIMINATION

The Board has complied with federal law barring discrimination against bargaining unit members on the basis of race, sex, age, religion, national origin, disability, and handicapping conditions in areas of employment practices, wages, hours and all areas affecting conditions of work. Discrimination on the basis of sex, including sexual harassment which encompasses unwelcome sexual advances or any form of improper physical contact or sexual remark, as well as the use of racial or ethnic slurs is strictly forbidden.

ARTICLE V – BOARD (MANAGEMENT) RIGHTS

A. The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitutions of the State of Ohio and of the United States, including but without limiting the generality of the foregoing, the right:

1. to the executive management and administrative control of the school system, its properties and facilities; and of the educational employment activities of its employees;

2. to hire all employees and, subject to the provisions of law, evaluate training and experience for initial placement on the salary schedule, to determine their qualifications and the conditions for their continued employment, dismissal, demotion, promotion, or transfer of all such employees as in accordance with this Agreement;

3. to establish grade levels and courses of instruction, including special programs, and to provide for athletic, recreational, and social events for students, all as deemed necessary and advisable by the Board; and

4. to all matters pertaining to wages, hours, or terms and other conditions of employment and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement are subject to collective bargaining between the public employer and the exclusive representative, except as otherwise specified in this Article.

B. Unless agreed otherwise in this collective bargaining Agreement or prohibited by State Statute, nothing in Chapter 4117 of the Ohio Revised Code impairs the right and responsibility of the Board to:

1. determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure;

2. direct, supervise, evaluate, or hire employees;

3. maintain and improve the efficiency and effectiveness of governmental operations;

4. determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;

5. suspend, discipline, demote, or discharge for just cause, or layoff, transfer, assign, schedule, promote, or retain employees;

6. determine the adequacy of the work force;

7. determine the overall mission of the employer as a unit of government;

8. effectively manage the work force; and

9. take actions to carry out the mission of the public employer as a governmental unit.

C. Within the term of this Agreement, the Board shall not be required to bargain on subjects reserved to the management and direction of the governmental unit, or any matter which affects wages, hours, terms, and conditions of employment, except as described within this Agreement, or that are mandatory subjects of bargaining.

D. For the term of this Agreement, bargainable items, under Chapter 4117.08 of the Ohio Revised Code, shall solely be construed to mean wages, hours, all items contained within this Agreement, and all mandatory subjects of bargaining.

ARTICLE VI – ASSOCIATION RIGHTS AND RESPONSIBILITIES

A. Inasmuch as the Association is recognized as the sole organization representing certified employees, the Board recognizes that in order to effectively represent and communicate with its members, certain services are necessary.

B. The Margaretta Teachers Association (the sole and exclusive organization representing certified employees) shall be granted the following rights:

1. To represent bargaining unit members on any employment related matter excluding in-the-classroom evaluations.

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

3. To use Board of Education-owned and Board-leased on-site equipment at times which do not interfere with the operation of the school system and with payment for damage or lost articles.

4. To distribute Association bulletins, newsletters, or other circulars; to use bulletin boards in teacher lounges or workrooms to disseminate information to members; to use the public address system to make announcements for the purpose of notifying members of scheduled meetings and of tasks to be completed.

5. To use telephones in any building to carry out Association business provided no toll charges or fees are incurred. These calls are not to be made at a time that interferes with duties assigned by the Board of Education and Administration.

6. To allow representatives to call meetings of the Association members within the building, but not during the defined teacher work day. Building use shall not be granted for strike-related activity during the ten (10) day notice period or when the Association is involved in strike activity under Chapter 4117 of the Ohio Revised Code.

7. The OEA Labor Relations Consultant/President of the Margaretta Teachers Association or his/her designee shall be permitted access to the building for Association business during school hours with the following restrictions:

   a. That said representative shall notify the building office of arrival and departure.

   b. That said representative shall not interrupt a teacher while he/she is actively teaching a class.

8. The Association will be provided with the following:

   a. copies of all Board of Education agendas with accompanying public record information, excluding confidential matters; minutes and financial reports upon specific request to the Treasurer for the Board by the President of the Association.

b. copies of the following forms: appropriations, budget, and training and experience grids. Such copies shall be given to the President of the Association as soon as it is feasible after such forms are filed with the agency required by law.

c. notice of any regular or special Board meeting by school mail by the Treasurer for the Board and in writing via U.S. mail during any recess and/or during summer vacation.

d. permission for a representative of the Association to address the Board during the regular monthly Board meetings.

e. a copy of the personnel directory, if one is prepared.

9. Payroll deductions of dues, assessments, Fair Share Fee, and EPAC contributions at no cost to the bargaining unit member.

ARTICLE VII – PROCEDURES FOR CONDUCTING NEGOTIATIONS

A. Negotiating Teams

1. The Board, or designated representative(s) of the Board, will meet with representatives designated by the Association for the purpose of discussion and reaching agreements. All negotiations shall be conducted exclusively between said teams. The parties may call upon professional and lay consultants to assist in all negotiations. It is expressly understood, however, that the OEA Labor Relations Consultant is part of the bargaining team and may be designated as chief spokesperson for the MTA. The expense of such consultants shall be borne by the party requesting or hiring them. Each team shall be limited to a total of six (6) persons, inclusive of any consultants.

2. Professional or lay consultants shall attend only as observers and may be recognized by either chief negotiator for a 15-minute presentation based upon his/her expertise.

B. Submission of Issues

1. Upon request of either party for a meeting to open negotiations, a meeting date shall be set not more than fifteen (15) calendar days following such request. In any given school year, such request shall not be made prior to March 1 of the negotiating year. All issues for negotiations by the Association and the Board shall be submitted in writing at the first meeting. Such issues shall be fully-written proposals that, once a tentative agreement on the issues is reached, are incorporated into the Agreement. At the second meeting, the negotiators for the

Board and of the Association shall cooperatively develop and adopt an agenda listing those fully-written provisions proposed for change which shall be negotiated. Once the parties have exchanged their fully-written proposals at the first meeting, no item shall be added to the agenda for negotiations without the mutual consent of both parties.

2. All items of the Master Agreement not on the agenda for negotiations will remain as in the current Master Agreement.

C. Negotiation Procedures

The parties shall meet at places and times agreed upon at the beginning of the prior meeting. Length of meetings as well as the time and place of the next following meeting shall be agreed upon at the outset of the beginning of each session. All meetings shall be held at a time other than the regular school day, unless otherwise mutually agreed upon.

D. Caucus

Upon request of either party, the negotiation meeting shall be recessed to permit the requesting party a period of time within which to caucus in privacy.

E. Exchange of Information

Prior to and during the period of negotiations, the Board and the Association agree to provide to each other, upon written request, all regularly and routinely prepared information concerning the issue(s) under consideration.

F. Public Release

Statements to the media may be issued by either party, provided a copy of any media release shall be furnished to the other party prior to the release with sufficient time to prepare a rebuttal thereto, if the other party so desires.

G. Tentative Agreement

As negotiated items are tentatively agreed upon, each shall be initialed by the chief negotiator. The initialing shall not be binding upon the parties, but indicates that the chief negotiators will recommend acceptance to the Association and the Board.

H. Resolving Differences

1. If after sixty (60) calendar days from the first negotiation session, agreement has not been reached on all items under negotiation, then either party may call for the services of the Federal Mediation and Conciliation Service to assist in negotiations. If a party calls for Mediation involvement, then the other party shall join in a joint request.

2. The Board of Education agrees that the aforementioned Federal Mediation shall supersede all other dispute settlement procedures contained in Chapter 4117.14 of the Ohio Revised Code. For the duration of this Agreement, the Association shall not engage in a strike against the Board. The Board recognizes the right of the bargaining unit to strike after said Agreement expires and that the ten (10) day notice has been given in accordance with Chapter 4117 of the Ohio Revised Code.

I. Reaching Agreement

When agreement has been reached by both teams, the tentative Agreement shall be submitted to the members of the Association for approval. Following approval by a majority of the Association, the Board shall consider, by resolution, adoption of the new Agreement.

J. Ratification

The President, the negotiating team, and the SERB agent of record for the Association shall sign on behalf of the Association, and the chief negotiator, Superintendent, Treasurer for the Board, and all Board members shall sign on behalf of the Board.

K. If in-term bargaining occurs and the parties do not reach an agreement within sixty (60) calendar days, then either party may utilize Section H (Resolving Differences) of this Article. Upon the issuance of a ten (10) day notice to strike, the prohibition against a strike as found in Section H-2 of this Article and Article X – Strike Clause shall be null and void.

ARTICLE VIII – DISTRIBUTION OF AGREEMENT

The Agreement will be distributed to all bargaining unit members on the first staff day of each school year or as soon as reasonable after acceptance or approval of both parties and adoption by the Board. One hard copy will be provided to the building representative of each building.

ARTICLE IX – REGULATORY RELIEF

A. The Board and the Association agree that all items in this Agreement which supersede applicable state law and which may permissibly do so under Chapter 4117 of the Ohio Revised Code shall not be affected by this Article. In the event there is a conflict between a provision of this Agreement and any applicable state or federal law, or valid rule or regulation adopted by a federal or state agency pursuant thereto, the applicable state or federal law, or valid rule or regulation adopted by a federal or state agency shall prevail as to that provision. All other provisions of this Agreement which are not in conflict with any applicable state or federal law, or valid rule or regulation adopted by a

federal or state agency pursuant thereto, shall continue in full force and effect in accordance with their terms.

B. If, during the term of this Agreement, there is a change in any applicable state or federal law, or valid rule or regulation adopted by a federal or state agency pursuant thereto, which would invalidate any provision of this Agreement, then the head negotiators and the OEA Labor Relations Consultant will meet to negotiate any necessary change in the Agreement relative to the affected provisions as soon as possible by demand of either party.

C. If, during the term of this Agreement, there is a change in any applicable state or federal law, or valid rule or regulation adopted by a federal or state agency pursuant thereto, which requires the Board to develop policies that affect the wages, hours, a mandatory subject(s) of bargaining, or an item(s) in this Agreement, then the parties will meet to negotiate the additional wages, hours, mandatory subject(s) of bargaining, or item(s) in this Agreement as soon as possible by demand of either party.

ARTICLE X – STRIKE CLAUSE

A. The Association and all bargaining unit members shall not cause, engage in, or sanction any strike, slow-down, work stoppage, or disruption of normal school operations related to the content of and for the duration of this Agreement or any extension thereof.

B. The Association and all bargaining unit members agree that for the term of this Agreement it shall not cause, engage in , or sanction any picketing or other public demonstration which would be associated with resolving a difference arising from the terms of this Agreement.

ARTICLE XI – GRIEVANCE PROCEDURE AND ARBITRATION

A. A grievance is defined as an alleged violation of a specific article or section of this Agreement. A "grievance" means a complaint that there has been a violation of a specific article or section of the within Agreement. If any such grievance arises, the grievant may have representation, only up to four (4) persons, at all steps of the grievance and arbitration procedure. Also, if any such grievance arises, there shall be no stoppage or suspension of work, or disruption of normal school operations because of such grievance, but such grievance shall be submitted to the following grievance and arbitration procedures.

B. The term "grievance" shall not include Board policy, matters where the Board is without authority to act, or where conformance is required by local, state, or federal law.

C. The "aggrieved person" means the one making the complaint alleging a grievance whether he/she be a bargaining unit member, several bargaining unit members jointly, or the Association.

D. Grievances will be presented in the following steps:

Step 1. In the event that the grievant believes there is a basis for a grievance, he/she shall first discuss the alleged grievance with his/her principal or the person who has the authority to bring about a resolution of the alleged problem. This discussion will be held confidentially between the grievant and/or the Association representative(s) and the principal or the person who has the authority to bring about a resolution.

Step 2.

a. If the grievance is not resolved in Step 1, then within twenty (20) working days of the time the grievance arises, the grievant will present a written "Statement of Grievance" to his/her principal during lunch, a conference period, or before or after working hours. Within five (5) working days after presentation of the grievance, the principal shall give his/her written answer to the grievant. Step 2 shall be bypassed if the principal has no authority to resolve the grievance.

b. If the grievance is not resolved in Step 1, and the principal indicates that the matter can only be decided by the Superintendent, then the grievant shall skip Step 2 and move to Step 3 of the grievance procedure.

Step 3. If the grievance is not resolved in Step 2, then the grievant or the Association representative(s) may, within five (5) working days after receipt of the principal's answer or the person who has the authority to bring about a resolution of the grievance, submit to the Superintendent or his/her designated representative, a written "Statement of Grievance." A copy shall be given to the principal involved at the same time. The Superintendent or his/her designated representative shall give the grievant or the Association representative(s) an answer in writing no later than five (5) working days after receipt of the written "Statement of Grievance."

Step 4. If the grievance is not resolved at Step 3, then the grievant or the Association representative(s) may, within five (5) working days after receipt of the Superintendent's answer, submit the grievance to the Board of Education. This appeal shall be sent to the Treasurer for the Board. The Board of Education shall hear the grievance at the next regularly scheduled Board meeting and shall give the grievant and Association an answer in writing no later than five (5) working days after said hearing.

Step 5. If a satisfactory disposition of the grievance is not made as a result of the procedure provided for in Step 4, then the Association shall have the right to appeal the dispute to an impartial arbitrator under and in accordance with the rules of the American Arbitration Association. Such appeal must be taken within thirty (30) working days from the date of the meeting provided in Step 4, by filing a notice with the "Statement of Grievance" attached thereto with the American Arbitration Association, and a copy of the notice served on the other party to the within Agreement. The arbitrator shall be selected pursuant to the rules of the American Arbitration Association. The decision of the arbitrator shall be final and binding on both parties.

E. Any grievance not initially filed or advanced to the next step by the Association within the time limit in that step, shall be deemed withdrawn without prejudice. If the Board fails to answer in a timely fashion, then the grievant shall prevail and the relief shall be granted. Time limits may be mutually extended by the Board and the Association in writing; then the new date shall prevail.

F. The "Statement of Grievance" form, Appendix C, shall be mutually adopted by the Association and the Board and shall be printed in the Agreement. The grievance form shall be distributed by the Association only.

G. It shall be the function of the arbitrator, and he/she shall be empowered except as his/her powers are limited below, after due investigation, to make a decision in cases of alleged violation of the specific articles, sections, or provisions of this Agreement. In making his/her decision the arbitrator:

1. shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.

2. shall have no power to establish or modify salary schedules.

3. shall have no power to rule on any of the following:

   a. Any claim or complaint for which there is another remedial procedure or forum established by law or by regulation having the force of law which shall include but not be limited to the following: EEOC, OSHA, Local and State Health Boards, Local and State Fire Marshals, and the Industrial Commission.

   b. Any matter involving teacher evaluation except as to the procedure as outlined in Article XXV as to whether or not that procedure was followed.

   c. Any matter involving the termination of a teacher. The hearing and any appeal of the termination will be held in accordance with O.R.C. 3319.16 and 3319.161.

4. shall have authority to only rule on whether or not the issue of the Agreement has been violated, misapplied, and/or misinterpreted.

H. Nothing herein precludes the parties from exercising their rights under Chapter 2711 of the Ohio Revised Code.

I. The fees and expenses of the arbitrator shall be paid by the losing party. All other expenses shall be borne by the party incurring them and neither party shall be responsible for the expense of witnesses called by the other.

J. Claims for Back Pay

1. All claims for back wages shall be limited to the amount of wages that the grievant would otherwise have earned, less other earned income, less unemployment and/or workers' or disability compensation that he/she may have received during the period of back pay.

2. No decision in any one case shall require a retroactive wage adjustment in any other case.

K. Any grievance occurring during the period between the termination of this Agreement and the effective date of a new Agreement shall be processed under the conditions of the old Agreement.

L. If a grievant files a grievance and elects to take Step 5, then the grievant involved, an Association representative, and/or the Association's chief negotiator and any bargaining unit member subpoenaed as a witness by the arbitrator shall attend the hearing conducted by the arbitrator without loss of pay and/or benefits. If the Association files a grievance and elects to take Step 5, then the President of the Association, the Association's chief negotiator, and any bargaining unit member subpoenaed as a witness by the arbitrator, shall attend the hearing conducted by the arbitrator, without loss of pay and/or benefits.

M. Neither the filing of a grievance by an aggrieved person, nor the participation in a grievance proceeding by an aggrieved person shall be the subject or cause of disciplinary action and/or reprisal.

ARTICLE XII – TEACHER PROBLEM-SOLVING PROCESS

A. The Teacher Problem-Solving Process meeting shall be on an as needed basis, but not more than once per month. Such meeting will be held between the Association President or his/her designee or any individual bargaining unit member and the Superintendent or his/her designee. Issues and subjects of varying natures may provide the format for the discussions. Any issue either having been the subject of a grievance proceeding or in the process of being grieved may not be the subject of the meeting. It is understood that

failure to reach a resolution of the problem shall not be deemed a violation of the within Agreement, nor does the within provision obligate the Board to accommodate the Association.

B. A legitimate concern for discussion shall be the proper interpretation of Board policy. If policy interpretation discussions do not result in consensus, then the Association President or his/her designee shall address the Board at their next regular meeting with the difference in interpretation of said Board policy. The Board shall give a clarification through the Superintendent as soon as possible or at the following regular monthly meeting, in a manner the Board believes best addresses the interpretation problem.

C. Problems with the interpretation of Board policy or the need for policies on clarifications addressed through the Teacher Problem-Solving Process shall not be subject to the Grievance Procedure and Arbitration.

ARTICLE XIII – CONTRACTUAL STATUS

A. Types of Contracts

1. Limited Contracts

a. The Board will grant a limited contract to a bargaining unit member who holds only a valid provisional or temporary teaching license.

b. Upon being initially hired by the Board, a bargaining unit member shall be given a one-year limited contract. This contract will automatically expire at the conclusion of the last contracted teacher day without any prior written notice of nonrenewal, unless the Board acts to renew the contract on or before June 1. Teachers hired after September 1, 1999, may be renewed for second and third one-year limited contracts which shall automatically expire at the conclusion of the last contracted teacher day without any prior written notice of nonrenewal, unless the Board acts to renew the contract on or before June 1. This procedure shall specifically take precedence over and supersede Chapters 3319.11, 3319.111, and 3319.112 of the Ohio Revised Code.

c. After the first three (3) one-year limited contracts, all subsequent limited contracts shall be renewed or nonrenewed in accordance with Ohio law.

d. If the initial limited contract is for a period of one (1) school year or less, and if the bargaining unit member=s contract is to be renewed, then he/she shall be eligible for additional one-year limited contracts.

e. After receiving three (3) successive one-year limited contracts, and if the bargaining unit member's contract is to be renewed, then each bargaining unit member whose contract is to be renewed shall be eligible for a two-year limited contract. When the bargaining unit member has completed the two-year limited contract, and if his/her contract is to be renewed, then he/she shall be eligible for additional two-year limited contracts.

f. After receiving three (3) successive two-year limited contracts, and if the bargaining unit member's contract is to be renewed, then each bargaining unit member whose contract is to be renewed shall be eligible for a three-year limited contract. When the bargaining unit member has completed the three-year limited contract, and if his/her contract is to be renewed, then he/she shall be eligible for additional three-year limited contracts.

g. At least five (5) school days prior to Board action, the Administrator and/or Superintendent will request an informal meeting with the bargaining unit member to notify the bargaining unit member of the Superintendent's intent to recommend nonrenewal. The bargaining unit member reserves the right to be accompanied by a representative of their choice.

2. Continuing Contracts

a. Except as otherwise set forth in Section 2(b) below, continuing contracts shall be issued in accordance with Ohio law. If a bargaining unit member becomes eligible for a continuing contract during the unexpired term of his/her multi-year limited contract, then the Board shall consider him/her for a continuing contract at the end of his/her limited contract.

b. To be eligible for consideration for a continuing contract for the ensuing contract year, the bargaining unit member must have filed a valid professional, permanent, life teaching license (obtained under previous statute) or a professional educator license with the Treasurer for the Board on or before November 1 of the current contract year.

This procedure shall, where in conflict, specifically take precedence over and supersede Chapters 3319.11 and 3319.111 of the Ohio Revised Code.

3. Supplemental Duty Contracts

a. Service by members of the bargaining unit extending before and/or after said member's regular teacher day and is not a part of the member's regular teaching duties shall be deemed supplemental duties.

b. All supplemental duty contracts shall be one-year limited contracts and automatically expire at the end of the contract year without Board action or notice to the employee.

c. A bargaining unit member who does not wish to continue to perform supplemental duties for the succeeding school year shall notify the Superintendent on or before April 10.

d. Payment of supplemental duty contract stipends shall be at the bargaining unit member=s regular rate of deductions.

e. Any unfilled supplemental duty positions shall be filled as soon as possible, according to the vacancy procedures outlined in this Agreement.

B. Extended Service

1. Service by members of the bargaining unit may be extended before and/or after the member=s regular contract year.

2. Extended service shall be issued to the following: librarians, guidance counselors, vocational instructors, band director, assistant band director, drill team advisor, athletic director, and speech-language pathologist. Non-licensed supplemental employees shall not be entitled to or eligible for extended service. The need for extended service will be evaluated on an annual basis. The Association shall be notified of any changes in the number of extended service days granted.

C. Job Descriptions

1. Job descriptions, which shall be developed by the Superintendent with staff input, shall cite the contracted duties, responsibilities, and/or the number of days of extended service for those affected, for each bargaining unit member who is employed on a regular teaching contract, on a supplemental duty contract, and/or on extended service. The job descriptions will be presented to the MTA for review and input. The Superintendent shall consider MTA – teacher input in developing the final job description drafts for implementation.

2. Either the Superintendent, the Margaretta Teachers Association President, or both may request activating a committee to review and/or revise job descriptions for the Superintendent's consideration. The request to activate the committee shall be made before March 1. The committee shall complete its task by April 30.

3. The recommendations of the committee shall receive the Superintendent's consideration by the last day of the respective school year. If the Superintendent recommends implementing the job descriptions to the Board, then this action will be finalized before August 31.

D. Filing and Maintenance of Licenses

1. Since proper certification is a condition for eligibility for differing types of contracts, it is the bargaining unit member's responsibility to have the proper certification on file with the Treasurer for the Board, within ten (10) calendar days of receipt of such license(s) issued by the Ohio Department of Education and Workforce ("DEW") or at such other times as may be required by the terms of this Agreement, in order to be considered for proper contract status.

2. It shall be the responsibility of each bargaining unit member to apply and qualify for the renewal of any license and to verify this action prior to the first day of the new contract year, following the date of license expiration. Any active professional license held by a teacher as of August 1, 2024, and any teacher hired by the Board after August 1, 2024, must be renewed by the teacher unless written permission to not renew the license is received from the Superintendent. If the license is not received by the first day of the new contract year, then wages will be withheld for sixty (60) calendar days, awaiting receipt of a new license. If no license is received within the sixty (60) calendar day waiting period and verification by DEW of the bargaining unit member's application cannot be made, then the bargaining unit member's contract will terminate upon the sixtieth (60th) day.

3. Any bargaining unit member holding a temporary teaching license shall be given three (3) contract years to complete the requirements for proper certification. If proper certification is not attained, then the bargaining unit member shall be nonrenewed for failure to obtain proper certification. The nonrenewal will not take place until the regular April Board meeting.

   In the event requirements are completed subsequent to the nonrenewal and the person is rehired for the next school year, then salary and seniority status shall not be interrupted.

E. Resignation

Any bargaining unit member may resign any of the above types of contracts which he/she has signed prior to or on July 10, without needing Board approval. However, after July 10, any resignation must be approved by the Board.

F. Termination

The termination of any member's contract(s) not specifically referenced in this Agreement during the term of said contract(s) shall be in accordance with the guidelines and procedures as prescribed by the Ohio Revised Code.

G. Long-Term Substitutes

1. Long-Term Substitute Defined

A long-term substitute shall be defined as an employee who is a member of the bargaining unit after sixty (60) continuous days of substitution for the same bargaining unit member and/or vacant position. All long-term substitutes shall be entitled to all salary, fringe benefits and other rights under the Negotiated Agreement, except contract rights as described below. These provisions regarding contract rights for long-term substitutes shall supersede O.R.C. §§3319.11 and 3319.111.

2. Persons employed as long-term substitutes shall be granted contracts for the length of service as needed and as determined by the Board.

3. Long-term substitutes shall have no expectation of continued employment beyond the length of service at the time of their employment, and said long-term substitute contracts shall automatically expire at the conclusion of the Agreement without further action by the Board, including the nonrenewal of their contract.

4. The provisions of this Agreement regarding evaluation and renewal of teacher contracts shall not apply to long-term substitutes.

5. Long-term substitutes shall have no displacement or recall rights under the reduction in force procedure in this Agreement and shall be excluded from same.

6. When the Board is aware of the need for a long-term substitute in advance of the assignment, the long-term substitute shall be initially paid at the BA-0 salary, if properly certified for the position.

ARTICLE XIV – TEACHER CONTRACT DAYS

A. The teacher contract days will be one hundred eighty-two (182) days, which include two (2) staff in-service days and three (3) staff days in each school year. Modifications to the number of instructional days will be determined prior to the Board's official action to adopt the school calendar for any future school years. Two (2) of the three (3) in service and/or staff days occurring at the end of each quarter during which teachers are provided two (2) hours for staff data will also include an option to request of the administrator two (2) hours during those in-service days to meet with their grade level, core subject, or other group to collaborate or engage in common planning. The request to engage in common planning or collaboration will not be unreasonably denied. Department Chairs or Unit Leaders will be responsible for creating and submitting a pre-approved agenda and notes of items discussed at this meeting to the administrator.

B. Teachers shall receive their regular rate of pay for all calamity days authorized by law.

C. Teachers shall not receive additional compensation for make-up days.

D. It is a management right to decide when a calamity day will be declared. The decision on calling calamity days or the scheduling of make-up days and how the days will be made up shall not be subject to the Grievance Procedure and Arbitration. The Board agrees to compensate the teachers up to five (5) work days for days when school is cancelled in whole. If school is cancelled for days in excess of five (5), the Board will approve a school calendar which will identify the number of make-up days. The number of make-up days shall not exceed seven (7) school days. It is the intention of the Board to use these days to make up instruction to students. If the number of cancelled school days exceeds the five (5) not to be made up plus the number of days to be made up (not to exceed seven (7)), the teachers will need to complete one (1) day of professional development or staff day, as follows: one (1) day of professional development or staff day if school is cancelled for fifteen (15) days; one (1) additional day of professional development or staff day if school is cancelled for eighteen (18) days; and one (1) additional day of professional development or staff day if school is cancelled for twenty-one (21) days. Professional development days or staff days are to be scheduled no later than ten (10) days prior to the start of the subsequent school year. The maximum number of professional development and/or staff days shall be three (3) days. After twenty-one (21) school days have been cancelled, no additional work days will be required to be made up by the teachers.

E. A calendar committee will be established. The Association and administration shall be equally represented on the committee. The number of members of the committee shall not exceed six (6) total members. The Association President will appoint the Association's members to the committee. The Superintendent will appoint the administration's members to the committee. Beginning with the calendar for the 2027-2028 school year, the calendar committee shall present no less than two (2) and no more than three (3) calendar options to the MTA membership for a vote. The calendar that receives the majority of votes will be the calendar submitted to the Board for consideration by January 15 of the school year.

F. Both inservice programs shall be planned by the Administration with input from the Association.

G. The Board may add one (1) additional workday for staff inservice beyond the one hundred eighty-two (182) days for the contract year. Said day shall not be scheduled on a weekend and bargaining unit members shall be notified in writing no later than the last teacher workday of the prior school year. Should the Board elect to add this day, bargaining unit members will be compensated at the per diem rate of the BA-0 base salary for this day.

H. An inservice day may be held at the end of the first three (3) grading periods each year, with the first two (2) hours of each of the inservice days set aside for record-keeping and preparing grades.

I. Any alternative instruction process, for example extended teaching days, "blizzard bags," or on-line instruction, may be used in lieu of make-up days upon mutual consent of the MTA and Board of Education and the approval of the State Department of Education.

J. Teachers will maintain a Google Classroom that is to be updated for the week by 8:00 am Monday and shared with the Administrator.

ARTICLE XV – TEACHER DAY

A. The maximum teacher day, whereby all bargaining unit members are required to be present at their assignment, shall constitute a period of time at least fifteen (15) minutes prior to the starting of the student instructional day (beginning of the first period of the day), and terminating at least fifteen (15) minutes after the last period of instruction in that building to which a bargaining unit member is assigned. The regular contract teacher workday for all District teachers shall be seven (7) hours and thirty-five (35) minutes, inclusive of lunch, preparation, conferences and assignment time.

In addition thereto, the bargaining unit member working day shall include attendance at or participation in school-related activities at times other than defined herein in which bargaining unit members had attended and/or participated in as a matter of custom and practice in the Margaretta School System and any other situation which the Superintendent requests which is due to unanticipated emergencies.

B. If school is delayed, then the teacher day shall be delayed accordingly.

ARTICLE XVI – STAFF MEETINGS

A. Bargaining unit members may be required to attend one (1) staff meeting per month which will not exceed forty-five (45) minutes in length. It is recognized that emergency situations may arise which may result in the requirement of additional time for staff meetings. In such situations, compensatory time shall be granted to those bargaining unit members affected.

B. In order to avoid conflicts, membership and participation in other types of committee assignments and/or meetings to address the concerns of staff/administration that does not involve the participation of the entire staff shall not be interpreted as staff or in-service meeting time.

ARTICLE XVII – CLASS SIZE AND LOAD

The Board shall adhere to state minimum standards in establishing class size and load. It is the intent of the Board to make every effort to balance class size and load within a building and

within subject areas. Furthermore, the Board will make every effort to assign a bargaining unit member a schedule requiring the fewest number of preparations as possible.

ARTICLE XVIII – PREPARATION AND CONFERENCE TIME

A. The term "preparation and conference time" shall mean work time during the student day, exclusive of the bargaining unit member's daily duty-free lunch. This time may be used by a bargaining unit member for any teacher-related duties. Preparation and conference time may be scheduled outside of the student day for elementary special area bargaining unit members. Special area bargaining unit members shall include Physical Education, Art, Music, Speech, Title I, and Special Education for this Article only.

B. The elementary bargaining unit member (K-6) shall be provided at least five (5) preparation periods, totaling a minimum of two hundred (200) minutes per week.

C. Special area elementary bargaining unit members (Physical Education, Art, Music, Speech, Title I, and Special Education) shall be provided at least the equivalent of five (5) preparation periods, totaling a minimum of two hundred (200) minutes per week.

D. The secondary bargaining unit member (7-12) shall be provided with a daily preparation/conference period. Such preparation time shall be the same length as a regular class period.

E. The Board may schedule continuous improvement or curriculum development on an early release or late arrival schedule up to once per grading period.

F. No more than one (1) period per week shall be used by an administrator to meet with a bargaining unit member(s) during the planning and conference period.

ARTICLE XIX – CONFERENCE PERIOD/EMERGENCY SUBSTITUTION

A. The Board agrees at all times to maintain a list of substitute teachers.

B. After exhausting the substitute teacher list, in the event regular substitutes are not available, bargaining unit members may volunteer to serve as period or subject substitutes during their regularly-scheduled conference period(s) or planning time. If no volunteer is available, then the building administrator(s) shall be responsible for the emergency situation.

C. Requests for period or subject substitution shall be made as far ahead as possible.

D. Substitution shall be made within the bargaining unit member's department or grade level when possible.

E. Period or subject substitutes shall be equally distributed among bargaining unit members desiring substitutions not exceeding one (1) period or planning session per day.

F. A bargaining unit member shall not be required to substitute during his/her conference period(s) or planning time.

G. If a bargaining unit member substitutes during his/her to-be-assigned period(s) but does not substitute during his/her conference period or planning session, then he/she shall not be compensated. If a bargaining unit member substitutes during his/her conference period or planning session, but does not substitute during his/her to-be-assigned period(s), then he/she shall not be compensated.

H. Compensation for the substitution shall be Thirty Dollars ($30.00) per hour but not less than Twenty-Five Dollars ($25.00) regardless of the amount of time.

ARTICLE XX – CURRICULUM DEVELOPMENT/COLLABORATION

A. Textbook Changes

1. Committees appointed to select textbooks shall be made up, if at all possible, of a balanced representation of bargaining unit members of all grade levels and experience ranges affected; when feasible for a subject area in the secondary schools, all bargaining unit members of that subject area; supervisors; and/or administrators.

2. If at all possible, no new textbooks shall be incorporated in the District until all bargaining unit members, supervisors, and building administrators who will be working with the new textbooks have received adequate in-service training and preparation in the use of the textbook and supplemental teaching materials.

B. Curriculum Development

1. Proposals for curriculum development may be made by individual bargaining unit members, groups of bargaining unit members, supervisors, administrators, and/or by other legitimate sources.

2. The initial evaluation of the proposals and the final written recommendations shall be made by a committee made up of a balanced representation, if at all possible, of bargaining unit members of all grade levels and experience ranges affected; when feasible in a subject area in the secondary schools, all bargaining unit members of that subject area; supervisors; and/or administrators.

3. If at all possible, no new curriculum or programs will be incorporated into the District until all bargaining unit members, supervisors, and building administrators who will be working with the new curriculum have received adequate in-service training and preparation in the use of the curriculum.

C. Collaboration

1. Proposals for collaboration may be made by individual bargaining unit members, groups of bargaining unit members, supervisors, administrators, and/or by other legitimate sources.

2. The initial evaluation of the proposals and the final written recommendations shall be made by a committee made up of a balanced representation, if at all possible, of bargaining unit members of all grade levels and experience ranges affected; when feasible in a subject area in the secondary schools, all bargaining unit members of that subject area; supervisors; and/or administrators.

D. Compensation

All bargaining unit members who participate on the Textbook Committee, the Curriculum Committee, and/or the Collaboration Committee shall be compensated at the tutoring rate for hours put in beyond the regular teacher day or given release or compensatory time. Those working during the summer shall be hired on a supplemental duty contract and be paid at the tutoring rate.

E. Sections A, B, and C shall not be subject to the Grievance Procedure and Arbitration.

ARTICLE XXI – ACADEMIC FREEDOM

A. A bargaining unit member's constitutional right of privacy shall be fully respected. Bargaining unit members shall perform their professional tasks free of discrimination. Teachers shall be directed by and held responsible for teaching the material in the adopted course of study. Except as set forth herein, when teaching the material from the course of study in the classroom, the teacher shall be free from censorship and artificial restraints upon free inquiry and learning. However, prescribed methods of teaching shall be cooperatively developed between the teacher and the principal. The principal has the right to approve/not approve teaching methods and activities.

B. Each teacher has the final authority to grade students in his/her charge according to the system devised by the administration for uniform use throughout the District. Student grades shall be determined pursuant to this uniform grading system. Student grades shall be a reflection of the level of difficulty for a given course, along with a comprehensive assessment of a student's effort and achievement during the grading period. A change in a student's grade without the teacher's consent will occur only if it has been demonstrated that the grade was not given in accordance with the teacher's grade book,

and where it can be clearly demonstrated that the grade was not determined pursuant to the above-stated criteria. Notice of any such change will be given to the teacher, the student's parent(s), and the Superintendent.

C. A bargaining unit member has the right, without reprisals or recrimination, to become involved in any political or religious activity or organization of his/her choice outside regular working hours. The political or religious views expressed by a bargaining unit member outside of regular working hours are strictly the bargaining unit member's own and shall not be represented or construed as being the policies, opinions, or beliefs of the Board, administration, or teaching staff. Students shall not be solicited to promote a bargaining unit member's cause.

ARTICLE XXII – TEACHER ASSIGNMENT

Bargaining unit members will be informed by the summer break, when possible, of their tentative building assignment, class level or unit, and/or course(s) by name. The bargaining unit member will be notified in writing of any change in tentative assignment as soon as such assignment change becomes known.

ARTICLE XXIII – VACANCIES

A. Vacancy shall be defined as an altered* and/or a new teaching or supplemental duty position or one that will be open for one (1) semester or longer as a result of a promotion, leave of absence without pay, resignation, retirement, nonrenewal, termination, or death.

B. All vacancies shall be posted before the Board fills the position as follows:

1. During the school year, vacant position(s) shall be emailed at least five (5) working days prior to the date the posting closes and shall include the grade level and/or subject area and building.

2. The Association President shall be copied on all notices of vacancy emails.

3. Applications for the position(s) must be submitted to the Superintendent within five (5) working days from the initial notice of said vacancy(ies).

4. During the summer break, the Board will review requests listed on the "Letter of Intent" (see Appendix E) filed by each bargaining unit member for consideration for vacancies that become available after the completion of the current school year. This procedure will be in lieu of sending notice via email of summer vacancies.

5. Licensed applicants will be considered before temporary licensed applicants when filling teaching and/or non-athletic supplemental duty positions.

6. Vacancies shall be filled internally, if possible, before advertised elsewhere.

7. Vacancies shall be filled on the basis of certification, qualifications as posted, and District seniority for regular teaching positions and for non-athletic supplemental positions and by the best qualified candidate as determined by the Board for athletic supplemental positions, and the provisions of O.R.C. §3313.53 shall not apply. A person employed in their first year may be nonrenewed at the end of the first year of their supplemental contract. However, persons who hold an athletic supplemental position, whether or not such person is a member of the bargaining unit, if employed for at least a second year in the same supplemental position, shall not have their contract nonrenewed unless the individual has received two (2) consecutive negative evaluations.

8. A supplemental evaluation form will be developed to define a "negative evaluation" and a "positive evaluation." The new evaluation form will include a requirement that the evaluator provide specific examples of areas needing improvement. The evaluation instrument will be developed with input from the Association to be in effect for the 2017-2018 school year.

9. Vacancies shall be filled in a timely fashion from the close of the posting.

*Altered shall be defined as a reduction or increase in the time status of a teaching position.

ARTICLE XXIV – TRANSFERS

All transfers shall be classified as Voluntary or Involuntary. The following procedure shall be followed in each transfer classification.

A. Voluntary Transfer (Teacher Initiated)

1. All members of the bargaining unit, including those members who have been recommended for involuntary transfers shall have the opportunity to bid on altered* and/or newly created, licensed positions and/or positions being vacated through retirement, resignation, termination, transfer, non-renewal, or leaves of absence.

2. Posting of these vacancies shall occur in accordance with Article XXIII.

3. The Superintendent shall notify the Association President of the person awarded the position in a timely fashion after the close of the bidding. That person shall accept or reject within two (2) workdays.

4. A bargaining unit position will only be awarded to a licensed applicant. Where there is more than one (1) applicant and where qualifications and certification between applicants are substantially equal, then District seniority shall control.

5. No position shall be filled from outside the system if there is a licensed and qualified volunteer available.

B. Involuntary Transfer (Administrator Initiated)

1. No bargaining unit member shall be unilaterally transferred from one building to another, from one subject area to another, or from one grade level to another if there is a licensed and qualified volunteer available and willing to fill the position.

2. If no volunteer is available, then the following procedures shall prevail:

a. If involuntary transfers are to be made, transfers will be made on the basis of certification, qualifications and years of service with the District. Where certification and qualifications are equal, those with the fewest years of District service shall be transferred first.

b. Bargaining unit members will not be involuntarily transferred from one position to another without first having an opportunity for a conference with the Superintendent of Schools and being notified in writing at the earliest possible time before the effective date of the transfer.

c. A bargaining unit member transferred because a position is closed shall be entitled to that position if it becomes open.

d. When involuntary transfers are made, bargaining unit members affected shall receive notice of open positions. Such notice will be mailed within two (2) working days of the date of posting to the bargaining unit member during the summer months if the bargaining unit member so requests and provides the District with his/her summer mailing address. Such bargaining unit members may submit a written request listing, in order of preference, those open positions to which they believe they possess the necessary certification and to which they would like to be transferred. In filling such positions, preference shall be given to presently employed bargaining unit members who have been subject to involuntary transfer over newly-appointed bargaining unit members, if certification and qualifications are equal. Such preference shall be based on length of service with the District.

e. A bargaining unit member subject to involuntary transfer shall be placed in another professional position.

3. Bargaining unit members who have been involuntarily transferred shall retain the right to bid on open positions as they are posted.

C. Bargaining unit members are considered eligible to teach or handle any teaching assignment for which they are licensed and meet qualifications as posted.

D. Bargaining unit members in the active employ of the Board shall not have seniority for bidding purposes over bargaining unit members who are covered by the Reduction-In-Force Article of this Agreement.

*Altered shall be defined as a reduction or increase in the time status of a teaching position.

ARTICLE XXV – TEACHER EVALUATION

A. Teacher evaluations will be in accordance with the Ohio Revised Code, DEW standards, and the procedures listed in this Agreement.

B. Evaluators and teachers will utilize the evaluation tools, components, and calculation system found in OTES as adopted by DEW.

C. Credentialed evaluator will conduct evaluations. The evaluator shall be the employee's direct supervisor, unless unforeseen circumstances occur (e.g., illness).

D. To assess Teacher Performance on Standards, evaluators will use evidence gathered by two (2) formal observations of at least thirty (30) minutes, walkthroughs, and other formal observations as mutually agreed upon in the following manner:

1. Except for those teachers described in Sections 1(e) and 1(f), teachers and school counselors shall be evaluated at least once annually. Each formal evaluation will consist of two (2) observations.

   a. Observations will occur once each semester.

   b. Each observation shall be preceded by a pre-conference meeting prior to the observation.

   c. All teacher and school counselor evaluations shall be completed by the first day of May. Each teacher and school counselor subject to this policy shall be provided with a written copy of the evaluation results, and an evaluation conference shall be conducted by the tenth (10th) day of May. The teacher or counselor will be provided feedback from the observation at a post conference with the evaluator no later than five school days following the observation.

d. For those teachers or school counselors who are on limited contracts pursuant to ORC 3319.11 and who are under consideration for nonrenewal, one (1) evaluation consisting of at least three (3) formal observations must be conducted. Each teacher or school counselor on a limited or extended limited contract shall be provided with a written copy of the evaluation results, and an evaluation conference shall be conducted by the first (1st) day of May. The teacher or school counselor shall be provided with a written copy of the evaluation results by the tenth (10^{th}) day of May.

e. A teacher or school counselor receiving an effectiveness rating of "Accomplished" on their most recent evaluation may be evaluated once every three (3) years, as long as the teacher or school counselor is making progress on their professional growth plan.

f. The Board may evaluate each teacher or school counselor who received a rating of "Skilled" on the teacher's or school counselor's most recent evaluation conducted pursuant to this policy once every two (2) years, as long as the teacher or school counselor is making progress on their professional growth plan.

g. In any year that a teacher is not formally evaluated as a result of receiving a rating of "Accomplished" or "Skilled" on the teacher's most recent evaluation, at least one (1) observation of the teacher shall be conducted and at least one (1) conference held with the teacher. The conference shall include a discussion of progress on the teacher's professional growth plan.

h. Any teacher or school counselor who is on a leave of absence for more than fifty percent (50%) of the school year, is in the Resident Educator program, or provides notice of retirement to the Board of Education by December 1 of the applicable school year, will not be evaluated for that school year.

2. Walkthroughs will be conducted as follows:

a. The evaluator should seek to minimize disruption of the learning environment when conducting a walkthrough. Walk-throughs will be twenty (20) minutes or less in length. The evaluator will not conduct walkthroughs during confidential counseling sessions of a school counselor.

b. Walkthroughs shall be documented on an appropriate DEW form.

c. The walk-through form shall be completed promptly and a copy given to the teacher.

d. There will be a minimum of two (2) walkthroughs per evaluation.

3. Electronic devices may be used in the evaluation process only to document the live in-person observations of the evaluator.

E. A teacher's performance shall be based on the Ohio Educator Standards (or aligned standards) and rubrics for teaching and the criteria set forth in the evaluation instrument found on the DEW website.

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

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

3. Teacher evaluations shall contain two (2) measures of high quality student data (HQSD). When applicable to the grade level or subject area taught by the teacher being evaluated, HQSD shall include the value-added progress dimension as one (1) source of HQSD. The teacher or evaluator shall use at least one (1) other measure of HQSD to demonstrate student learning.

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

i. Knowledge of the students to whom the teacher provides instruction;
ii. The teacher's use of differentiated instruction practices;
iii. Assessment of student learning;
iv. The use of assessment data;
v. Professional responsibility and growth.

4. No Evaluation Factor shall be impacted by student performance on a test or tests.

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

F. Should a teacher disagree with an evaluation, the teacher may file a written response within fifteen (15) calendar days of receipt of the evaluation, which shall be attached to the evaluation.

G. Comparable evaluations for purposes of this Article and Article 28 are defined as follows:

1. All teacher evaluations with a rating of Accomplished or Skilled shall be deemed comparable. All teacher evaluations with ratings of Developing shall be deemed comparable. All teacher evaluations with a rating of Ineffective shall be deemed comparable.

2. The above definitions of comparable evaluations do not apply to performance-based nonrenewals or discipline/termination.

H. Teachers not covered by this OTES evaluation system shall be evaluated under the evaluation procedure in the Current Agreement.

ARTICLE XXVI – PROGRESSIVE DISCIPLINE

A. For good and just cause, the Superintendent may take disciplinary action against any bargaining unit member.

B. The administration will use the following steps of progressive discipline for all offenses:

Step 1: Verbal Reprimand;
Step 2: Written Reprimand;
Step 3: Suspension, without pay, not to exceed one (1) day;
Step 4: Suspension, without pay, from two (2) to ten (10) days, as deemed appropriate;
Step 5: Termination in accordance with Chapter 3319.16 of the Ohio Revised Code.

However, the Superintendent may immediately suspend a bargaining unit member in the case of a serious infraction. Written reasons will be given, and a hearing with the bargaining unit member and a representative of the bargaining unit member's choice will occur no sooner than seventy-two (72) hours but no later than two (2) weeks after the alleged infraction. If a grievance is filed, pay will continue pending outcome of arbitration. Progressive discipline steps may be skipped based on the seriousness of the offense. Termination will be in accordance with Chapter 3319.16 of the Ohio Revised Code.

Discipline steps involving a verbal reprimand or written reprimand shall be processed by the Superintendent or Principal. Discipline steps involving suspension without pay shall be processed only by the Superintendent. Resulting loss of pay will be deducted from current wages. Except for a suspension without pay pending termination, and following the provisions of Paragraph D below, all benefits will continue in force during any suspension period as contained in this Article.

C. Any sequence of steps of discipline shall be for the same or similar offense. If a disciplinary violation takes place, the administration has the remainder of that contract year plus an additional contract year to enforce these steps. At the end of that period, discipline begins back at Step 1.

D. To determine the need for discipline at steps 3 or 4, the Superintendent shall hold a hearing at which the bargaining unit member shall receive specific charges in writing, and shall have the right to rebut those charges. The names of each accuser(s) shall be included in the written charges. Additionally, the bargaining unit member shall have the right to have a representative of his/her choice at all steps of the process. When a request for such a representative is made, no action shall be taken until such representative is present. Failure to present rebuttal testimony or other evidence at a pre-disciplinary hearing shall not be used against the bargaining unit member. Following the hearing, the bargaining unit member will be provided with specific written reasons for suspension.

ARTICLE XXVII – SENIORITY

A. Seniority Defined

Seniority shall mean the length of continuous employment in a bargaining unit position as follows:

1. Seniority shall begin to accrue from the first day worked in a bargaining unit position.

2. Seniority shall accrue for all time a bargaining unit member is on active pay status or is receiving workers' compensation benefits.

3. Time spent on inactive pay status (unpaid leave or layoff) shall not contribute to the accrual of seniority but shall not constitute a break in seniority.

4. Full-time bargaining unit members shall accrue one (1) year of seniority for each year worked as determined by the minimal full-time standard as defined by this Agreement.

5. Part-time bargaining unit members shall accrue seniority pro-rated against the minimal full-time standard as defined by this Agreement.

6. No bargaining unit member shall accrue more than one (1) year of seniority in any work year.

B. Equal Seniority

1. A tie in seniority shall occur when two (2) or more bargaining unit members have the same amount of seniority credit as determined by the seniority list.

2. Ties in seniority shall be broken by the following method to determine the most senior bargaining unit member:

   a. the bargaining unit member with the first day worked; then

   b. the bargaining unit member with the earliest date of employment (date of hire); then

   c. by lottery, with the most senior bargaining unit member being the one whose name is drawn first, etc. This procedure shall be implemented in the presence of the designated representative assigned by the Association.

C. Super Seniority

1. For layoff purposes only, bargaining unit members employed under a continuing contract shall have greater seniority than bargaining unit members employed under a limited contract.

2. For layoff purposes only, the Association President, if on continuing contract status, shall be the most senior bargaining unit member in the bargaining unit.

D. Loss of Seniority

Seniority shall be lost when a bargaining unit member retires or resigns; is employed in a full-time non-bargaining unit position; is nonrenewed or terminated; or otherwise leaves the employment of the Board.

E. Issuance of Seniority List

1. The seniority list shall be issued by January 15 of each year. The Board shall prepare a seniority list indicating, by area of license or entry-level requirement, the first day worked, the date of Board resolution to hire, the contract status (limited or continuing), and years of continuous service in the Margaretta School District of each bargaining unit member. Said list shall be provided to the Association President on or before the date of issue.

   a. The names of bargaining unit members on the seniority list shall appear in seniority rank order within area of license or entry-level requirement, with the name of the most senior bargaining unit member appearing at the top of the listing and the name of the least senior bargaining unit member appearing at the bottom of the listing.

b. The names of bargaining unit members who are licensed or otherwise minimally qualified in more than one (1) area shall be included on the listing for all areas of license or entry-level requirement.

c. The names of part-time bargaining unit members shall appear on the seniority list but shall be listed separately from the names of full-time bargaining unit members.

2. The Association President will notify the Superintendent of any changes and/or inaccuracies by March 1.

F. Correction of Inaccuracies

Each bargaining unit member shall have a period of thirty (30) workdays after issuance of the seniority list in which to advise the Association President in writing of any inaccuracies which affect his/her seniority. The Board or its agents shall investigate all reported inaccuracies and make such adjustments as may be in order and/or reasons for not making an adjustment. No new protest shall be considered after March 1. The adjusted seniority list will then be given to the Association President in a timely fashion. The adjusted seniority list shall be considered as final until a new revised list is issued pursuant to Section E-1.

ARTICLE XXVIII – REDUCTION-IN-FORCE

A. A reasonable reduction in bargaining unit members may be made in the event that a reduction becomes necessary as a result of a decreased enrollment of pupils, elimination of subjects or classes, return to duty of regular teachers after leaves of absence, financial reasons, or by reason of suspension of schools or territorial changes affecting the District.

B. The number of persons affected by a reduction-in-force shall be kept to a minimum by not employing replacements for bargaining unit members who die, retire, resign or whose limited contracts are not renewed for performance reasons.

C. To the extent that reductions are not achieved through Section B above, reductions-in-force shall occur through the suspension of contracts.

D. A seniority list of all bargaining unit members in each area of their certification shall be developed annually by the administration according to the seniority provisions set forth in Article XXVII. The Association President shall receive a copy of the list(s) by January 15 of each year.

1. Bargaining unit members volunteering to have their contracts suspended shall be the first to have them suspended.

2. Bargaining unit members holding temporary licenses in the lowest evaluation category shall be the next to have their contracts suspended by seniority, if the evaluation rating is Comparable. If further reductions are necessary, then the Board shall proceed to suspend contracts in accordance with the recommendation of the Superintendent who shall recommend reductions in a bargaining unit position by selecting the lowest person on the seniority list in that area of certification and in the lowest evaluation category. A bargaining unit member so affected may elect to displace another bargaining unit member who holds the lowest position on the seniority list in another area of certification provided he/she holds a valid license in the area and is in the comparable evaluation rating category.

E. If a part-time bargaining unit member is to be laid off, the following provisions shall govern:

1. The bargaining unit member shall have been informed prior to the issuance of his/her contract that he/she may be laid off at the end of the first semester.

2. The effective date of the layoff shall be the first day of the second semester. Only part-time bargaining unit members can be laid off mid-year.

3. The bargaining unit member and the MTA shall have been given written notification at least thirty (30) calendar days prior to the effective date of the intended layoff. The Association at that time shall be provided a list of positions to be eliminated, a list of bargaining unit member(s) to be affected by the layoff and the reason for the layoff.

4. At least twenty-five (25) calendar days prior to the date of the Board's intended action, a meeting shall be held between representatives of the Board and the Association to review appropriate data and discuss the layoff.

5. If a dispute occurs with regard to the justification for the layoff and/or the bargaining unit members to be laid off, the matter(s) shall be submitted to expedited arbitration in accordance with the procedures established by the American Arbitration Association.

6. All other provisions of Sections G through O below shall apply.

F. If a full-time bargaining unit member is to be laid off, the following provisions shall govern:

1. The effective date of the layoff shall begin on the day after the last day of school for bargaining unit members, unless the reason is return of a regular bargaining unit member after a leave of absence.

2. The Board shall take no action on layoffs prior to May 15.

3. The bargaining unit member and the MTA shall have been given written notification at least thirty (30) calendar days prior to the effective date of the intended layoff. The Association at that time shall be provided a list of positions to be eliminated, a list of bargaining unit member(s) to be affected by the layoff and the reason for the layoff.

4. At least twenty-five (25) calendar days prior to the date of the Board's intended action, a meeting shall be held between the representatives of the Board and the Association to review the appropriate data and discuss the layoff.

5. All other provisions of Sections G through O below shall apply.

G. Bargaining unit members whose continuing contracts are suspended shall have the right of restoration to continuing service status in reverse order of layoff, if and when bargaining unit positions become vacant for which any of such bargaining unit members are licensed. After restoration rights of bargaining unit members with continuing contracts, those on limited contracts shall also be restored in the above-described manner.

H. The bargaining unit member shall return to work upon being called back by the Board by certified mail, restricted delivery, for the bargaining unit member only. If the bargaining unit member fails to return to work within five (5) working days after receipt of the notice as requested, then that shall be grounds for the termination of the contract of said bargaining unit member. However, if the refusal is due to a contractual obligation to another school district, such bargaining unit member will remain on the recall list through the end of his/her recall period. The bargaining unit member shall at all times have the obligation of keeping the Board apprised of his/her present address, and the Board shall notify the bargaining unit member at the address so filed with the Board. The Board shall have no other duties in seeking to notify the bargaining unit member of his/her opportunity to return.

I. A bargaining unit member whose contract is suspended shall be placed on a recall list stating years of continuous service to the District, subject(s) and/or grade levels licensed to teach, and type of contract held at the time of suspension. A bargaining unit member may verify new areas of eligibility on the recall list by filing any new certification in the Superintendent's Office by March 1. A bargaining unit member on the recall list shall be offered a contract for a position for which he/she is licensed as positions become available and in keeping with the seniority provisions (inverse order – last discharged, first employed). A part-time bargaining unit member does not have to accept a full-time position, and a full-time bargaining unit member does not have to accept a part-time position.

J. No transfer, reassignment, or job reclassification shall prevent the recall of any laid-off bargaining unit member.

K. A bargaining unit member with a limited contract who has not been recalled to duty after being laid off for a period of two (2) full school years shall no longer be deemed employed by the Board and shall be removed from the recall list.

L. A bargaining unit member or the MTA may grieve only that he/she, himself-herself should not have been laid off.

M. Any award for back pay shall be reduced by any compensation, including unemployment compensation received, during the period in which the bargaining unit member was actually laid off.

N. The Board reserves the right to nonrenew the contract of any limited contract status bargaining unit member pursuant to the terms and conditions of this collective bargaining Agreement and applicable State and Federal laws.

O. A bargaining unit member who is laid off at the end of the school year shall have his/her insurance premium(s) paid for the months of June, July, and August of the year of the layoff and then shall be eligible to have his/her insurance coverage(s) continued, provided the bargaining unit member pays according to the C.O.B.R.A. Law.

ARTICLE XXIX – PERSONNEL FILES

A personnel file shall be maintained for each bargaining unit member in the Superintendent's Office, and such file shall be the only file for the bargaining unit member. Requests for access to the file shall be made to the Superintendent or the Treasurer for the Board. A bargaining unit member may be accompanied by a representative of his/her choice at the time of a review of the individual=s personnel file. The personnel file shall be maintained under the following conditions:

A. Any information not contained in the personnel file in the Superintendent's Office shall not be used in any disciplinary and/or employment decisions.

B. After a bargaining unit member is employed, any employment, performance or derogatory material concerning a bargaining unit member's conduct, service, character, or personality shall not be placed in his/her file unless the bargaining unit member is permitted to read the material. The bargaining unit member shall acknowledge that he/she has read such materials by affixing his/her signature and date on the actual copy to be filed, with the understanding that such signature merely signifies that he/she has read the material to be filed and does not necessarily indicate agreement with its contents. If the bargaining unit member refuses to sign, a dated note to that effect may be attached to the material.

C. An incident which has not been reduced to writing within twenty (20) working days of the administration's knowledge of its occurrence, may not later be added to the file.

D. The bargaining unit member shall have the right to answer any material filed and his/her answer shall be attached to the file copy.

E. Upon request by the bargaining unit member, he/she shall be permitted to examine his/her file, which must be done in the presence of an administrator or his/her designee.

F. The bargaining unit member shall be entitled to a copy of any material in his/her file at current cost. If the Association is asked to file a grievance on behalf of the bargaining unit member, then the Association shall also be entitled to a copy of any material in his/her file on written request from the bargaining unit member involved, to the Board office.

G. Derogatory material from parents or others outside the educational field shall not be placed in the personnel file under any circumstances.

H. Official documents from governmental agencies may be placed in the personnel file providing the bargaining unit member is permitted to read and affix his/her signature and date on the actual copy to be filed.

I. A grievance or complaint filed through the Teacher Problem-Solving Process by a bargaining unit member will not be filed in his/her personnel file.

J. No material shall be placed in a bargaining unit member's file which comes from an anonymous source.

K. Information in the personnel file may be removed upon mutual agreement of the bargaining unit member and the administrator making the entry or the Superintendent.

L. A bargaining unit member shall be notified immediately of any request(s) to view the contents of his/her personnel file by a member of the general public. An individual requesting to see a bargaining unit member's file shall not be granted access to the file for a period not to exceed one (1) teacher workday (unless the request is made in the summer, at which time it will be one (1) office business day) from the time the request is made. During this period of time, the bargaining unit member may review his/her file.

M. Participation by the Board of Education in any discussions regarding complaints against bargaining unit members shall be held in executive session.

ARTICLE XXX – PROFESSIONAL LEAVE

A. Bargaining unit members may be granted a contract workday(s) to attend professional meetings that contribute to the educational program. A written request should be submitted five (5) workdays in advance to allow the principal to secure a qualified substitute, along with Superintendent and/or Board approval, if necessary. Reimbursement will be made for expenses upon presentation to the Treasurer for the

Board, the appropriate receipts and forms for all expenses. Meals, lodging, registration, mileage, and parking are allowable expenses. Lodging expenses shall not exceed the single room rate per day.

Meals will be reimbursed up to a maximum of Twenty Dollars ($20.00) per day if it is a day involving overnight travel or a maximum of Ten Dollars ($10.00) per day if there is no overnight travel. Mileage reimbursement will be made at the prevailing IRS mileage rate on July 1 of each year. Out-of-state travel will be the "best way" and must be approved in advance.

B. The Board shall grant up to three (3) bargaining unit members the opportunity to attend twice a school year the Association=s State Representative Assembly. The only cost to the Board will be to pay for the securing of qualified substitutes for the approved leave.

ARTICLE XXXI – PERSONAL LEAVE

A. Personal Leave is granted to allow a bargaining unit member to meet personal obligations which may not conveniently be taken care of at times other than when school is in session.

B. Each bargaining unit member may be granted three (3) unrestricted days of personal leave per school year. The following regulations govern the use of those days:

1. The bargaining unit member must make an application at least five (5) workdays in advance of the absence, except in cases of extreme emergency. If leave is requested fewer than five (5) workdays prior to absence, then the leave shall be subject to the approval of the Superintendent or his/her designee.

2. Personal leave shall not be granted on the day before or the day after a holiday or vacation period, or the first week or last week of school. Personal leave shall not be granted to more than five percent (5%) of the teaching staff for any one (1) day, except with the approval of the Superintendent or his/her designee.

3. Personal leave shall not need justification or explanation by the bargaining unit member. However, personal leave may not be taken when another form of leave is available or appropriate.

4. Bargaining unit members hired after the commencement of the first semester shall receive two (2) days of personal leave.

5. Personal leave shall be noncumulative from year to year.

6. No more than three (3) bargaining unit members in any one (1) building may take personal leave on the same day. For the purpose of this section, the Middle School and High School shall be considered as separate buildings.

C. The Superintendent or his/her designee may authorize additional personal leave for other justifiable reasons upon request prior to use of such leave.

ARTICLE XXXII – SICK LEAVE

A. Each bargaining unit member shall be entitled to sick leave of one and one-fourth (1-1/4) days per completed month.

B. Unused sick leave shall be accumulative to a maximum of two hundred sixty (260) days, which when combined with the additional fifteen (15) days of sick leave that can be earned while using up the original two hundred sixty (260) days will total two hundred seventy-five (275) days of coverage for an extended illness.

C. A bargaining unit member who transfers from a public agency or school district shall be credited with the unused balance of his/her sick leave, up to the total number of days allowed to be accumulated.

D. A first- or second-year bargaining unit member may be advanced up to fifteen (15) days of sick leave beginning with their first contract day. If the bargaining unit member does not complete the full contract year to earn enough sick leave days to cancel the number that was advanced, then the Treasurer for the Board shall deduct a prorated amount for each excess sick leave day used from the bargaining unit member=s summer paychecks.

E. Bargaining unit members shall be granted sick leave for absence due to illness, pregnancy disability, injury, exposure to contagious disease, and non-personal illness in the bargaining unit member=s immediate family.

1. The “immediate family” shall include the bargaining unit member’s parents and children (including foster and/or adopted), spouse, sister, brother, grandparents, grandchildren, any person who is a permanent member of the bargaining unit member’s household, and in-laws bearing any of the above relationships.

2. When pregnancy/injury/illness has advanced to the state that it will probably be harmful to the bargaining unit member’s health if she/he would continue to work at her/his normal duties, a signed license will be required by the responsible administrative officer from a licensed physician, verifying that the nature and severity of the pregnancy/injury/illness precludes the person from being able to work at her/his normal duties. The sick leave will terminate with a signed certificate from a licensed physician, verifying the earliest date which a bargaining unit member can resume her/his normal duties and not be harmful to the bargaining unit member’s health. A signed doctor’s statement must be made available to a principal before pregnancy sick leave can be granted. The Board shall assume full costs (less insurance reimbursement) for obtaining all releases.

Nothing in Section E-2 shall be construed as a deviation from the Ohio Revised Code.

3. Non-personal illness in the bargaining unit member's immediate family not permanently residing within the bargaining unit member's household shall be limited to not more than fifteen (15) working days in any school year.

ARTICLE XXXIII – BEREAVEMENT LEAVE

A. A bargaining unit member shall be allowed three (3) working days of absence (per occurrence) without loss of regular pay, chargeable to sick leave, in the event of a death in the immediate family.

B. The "immediate family" shall include the bargaining unit member's parents and children (including foster and/or adopted), spouse, sister, brother, grandparents, grandchildren, any person who is a permanent member of the bargaining unit member's household, and in-laws bearing any of the above relationships.

C. A bargaining unit member shall be allowed one (1) day of absence without loss of regular pay (but no more than one (1) day per occurrence), chargeable to sick leave, to attend the funeral of other relatives.

D. If the bargaining unit member should need more than three (3) working days, then the additional days shall also be charged to sick leave.

ARTICLE XXXIV – ASSAULT LEAVE

A. The Board shall grant paid leave for injuries resulting in a bargaining unit member's total, temporary physical, mental, and/or emotional disability from a physical attack when the bargaining unit member is performing his/her contractual or assigned duties. The bargaining unit member will be maintained on full-pay status during the period of absence or assault leave. However, the bargaining unit member may accumulate sick leave during this period of assault leave.

B. To be entitled to compensation for assault leave, the bargaining unit member must do the following:

1. A certificate must be furnished by a physician, stating the nature of the disability and the period of total, temporary physical, mental, and/or emotional disability.

2. File a written report with the Superintendent within one (1) day or as soon as a physician deems physically possible, stating the facts, identifying the assailant, and stating the names and addresses of all witnesses.

3. In the unusual event the bargaining unit member cannot identify the assailant, he/she shall cooperate fully with the appropriate authorities to obtain identification.

4. File a criminal complaint against the person who committed the assault.

5. Cooperate with the appropriate prosecuting attorney in preparing the case against the alleged defendant.

6. In the event the case comes to trial, be ready, able, and willing to testify as to the facts of the assault and against the person who committed the assault. If testimony is required during the teacher day, there will be no loss of pay and/or benefits.

C. In the event the bargaining unit member drops the case or instructs the prosecuting attorney to withdraw or dismiss the case against the defendant, he/she forfeits the assault leave pay.

D. Assault leave in no event shall exceed thirty (30) working days. Thereafter, the bargaining unit member must use sick leave for the remainder of his/her total, temporary physical, mental, and/or emotional disability.

E. Assault leave pay will be paid in the same manner and method as though the bargaining unit member was on duty.

ARTICLE XXXV – LEAVE OF ABSENCE

A. Upon a form furnished by the Board, the Board shall consider the written request for a leave of absence for a period of not more than one (1) year for educational, professional, child rearing, or medical purposes. A bargaining unit member who is granted a leave is not guaranteed the same assignment upon his/her return. The Board shall place the returning bargaining unit member in his/her former assignment unless the assignment has been eliminated or readjusted due to declines in enrollment, budgetary restrictions, reorganization, staff realignment, or unless the bargaining unit member has been RIF'ed and his/her contract suspended.

Without request, the Board may grant a similar leave of absence to any bargaining unit member because of physical, mental, and/or emotional disability, but such bargaining unit member may have a hearing on such unrequested leave of absence in accordance with Chapter 3319.16 of the Ohio Revised Code. All benefits of the collective bargaining Agreement shall stay in force until there is a settlement as a result of the hearing.

B. Bargaining unit members using any Board-approved leave of absence shall not lose the seniority held prior to the leave, nor shall they gain additional seniority for the time on leave, i.e., a leave of absence shall not break a bargaining unit member's continuous employment.

C. During the leave of absence period, a bargaining unit member shall be eligible to have his/her insurance coverage(s) continued, provided the bargaining unit member pays the premium(s). If at any time the premium(s) are not paid on time, then the insurance coverage(s) shall be cancelled immediately.

ARTICLE XXXVI – JURY DUTY/SUBPOENAED WITNESS

A. The Board will insure all bargaining unit members against loss of pay and/or benefits occasioned by a call to jury duty or as a subpoenaed witness under the conditions set forth in paragraph E below.

B. Should a bargaining unit member be called for jury duty or subpoenaed, he/she shall report same to the Superintendent. Bargaining unit members called for jury duty or as a subpoenaed witness as set forth in paragraph E below shall be permitted to serve and will not be penalized in any way for doing so. They will receive full pay and/or benefits, if they endorse the check received from the court or pay the amount shown on their record slip.

C. While on jury duty or serving as a subpoenaed witness as set forth in paragraph E below, bargaining unit members are required to report daily their schedule for the following day.

D. The time spent on jury duty or as a subpoenaed witness will not be charged against any form of leave and will count as time on the job.

E. The Association agrees to limit the number of bargaining unit members who may be subpoenaed to serve as witnesses in forms of litigation (i.e., grievances, arbitrations, administrative hearings, lawsuits, etc.) so that the normal course of school operations will not be severely affected. An employee will also be provided leave as a subpoenaed witness for a court appearance for a school-related matter. Such leave shall not be for the employee's personal or family matters.

ARTICLE XXXVII – RETIREMENT SEVERANCE PAY

A. To qualify for severance pay, bargaining unit members must meet the following requirements:

1. Retire from employment from the Margaretta Board of Education as a bargaining unit member and at the same time apply for retirement benefits with the STRS.

2. Qualify for retirement with the STRS at the time of retirement from employment with the Margaretta Board of Education. Qualify for retirement in accordance with Chapter 3319.141 of the Ohio Revised Code as in effect at time of retirement.

3. Retire during the term of the within Agreement.

4. Have been employed by the Margaretta Board of Education for a period of at least five (5) years.

5. File written application with the Board within ninety (90) calendar days after retirement.

B. Severance pay shall be based upon the daily rate of pay times a specified number of days as follows:

1. The daily rate of pay at the time of retirement/death, exclusive of any fringe pay or benefits paid by the Board, overtime, supplemental duty, or other special compensation pay.

2. The number of days to be considered shall be the lesser of one-third (1/3) of the accumulated days of sick leave as permitted by the Sick Leave Article or seventy-five (75) days.

C. Retirement pay is not payable until after the STRS Board or successor Board certifies that the bargaining unit member has applied for benefits and is entitled to retirement benefits.

D. Upon the death of a bargaining unit member with the Margaretta Local School District, his/her estate shall receive severance pay in accordance with Section B of this Article.

ARTICLE XXXVIII – LIABILITY INSURANCE

A. The Margaretta Board of Education and the Margaretta Teachers Association agree that the purchase of liability insurance for members of the Association's bargaining unit is a mandatory subject of bargaining according to Chapter 4117 of the Ohio Revised Code. Furthermore, the parties agree and authorize the Board to purchase and pay the full premium for liability insurance covering each bargaining unit member now and/or hereinafter employed.

B. If at any time during the life of this Agreement the NEA/OEA liability insurance carrier provides primary coverage, then the Board agrees to renegotiate this Article of the Agreement.

C. The bargaining unit member shall have the right to representation in any meeting involving representatives of the Board and the bargaining unit member relative to the incident.

D. The Board agrees that should there be any claims or liability or damages against any member of the bargaining unit, then that bargaining unit member shall have the right to employ co-counsel at the bargaining unit member's expense, in any and all actions to defend his/her interests. The Board further agrees that the bargaining unit member shall have the right to be represented by an attorney of his/her choice and expense at any meeting between the Board's attorney, the insurance company's representative(s), and the attorney representing the insurance company and/or the Board, at any deposition relevant to the claim of liability or damages, and/or at any meeting between the Board and the person claiming any alleged act or omission in connection with any liability suit.

E. The Board shall be required to share with the affected bargaining unit member all information relative to any claim against that bargaining unit member that is received by the Board.

F. The Board shall provide adequate release time for any bargaining unit member that is required to attend any deposition, any pre-trial hearing, and any or all court hearings involving any and/or all claims of liability. The Board agrees that such release time will not result in the bargaining unit member's loss of pay and/or benefits or deduction from any Board-approved leave.

G. The Board agrees that there will be no media release regarding any liability suit which involves the alleged act or omission of a bargaining unit member and that any publicity or media release will require the express written concurrence of the bargaining unit member involved.

H. No records of liability claims or lawsuits shall be kept in a bargaining unit member's personnel file or used in an evaluation of the bargaining unit member.

I. Nothing herein shall be construed as requiring the Board of Education to defend and indemnify a member of the bargaining unit where one of the following applies:

1. His/Her acts or omissions were manifestly outside the scope of his/her employment or official responsibilities.

2. His/Her acts or omissions were with malicious purpose, in bad faith, or in a wanton or reckless manner.

3. Liability is expressly imposed upon the bargaining unit member by a section of the Ohio Revised Code.

ARTICLE XXXIX – HOSPITALIZATION/SURGICAL /MAJOR MEDICAL INSURANCE

A. For bargaining unit members who are qualified and make application, then the Board shall agree to provide the monthly premiums for both the family or single plan as follows:

Effective Date	Percentage of Board Premium Paid
September 1, 2025	84%
September 1, 2026	83%

B. Bargaining unit members who participate in the plan shall make an employee contribution, by payroll deduction as follows:

Effective Date	Percentage of Premium Paid
September 1, 2025	16%
September 1, 2026	17%

C. The Board shall pay a bargaining unit member, except for spouses who are covered by the District's medical insurance plan, Seven Hundred Fifty Dollars ($750.00) by June 30 of any given school year, if the bargaining unit member does not take Margaretta's health insurance. Any bargaining unit member electing not to take Margaretta's health insurance program from the beginning of the school year, shall at any time during the year be able to sign up for the plan. He/She would then forfeit the Seven Hundred Fifty Dollar ($750.00) stipend.

D. Working Spouse Provision

1. Spouses of employees who elect family coverage, who are eligible to participate, as a current employee, self-employed individual (other than a sole proprietor) in a business or organization (e.g., partner, member), or retiree in group health insurance and/or prescription drug insurance sponsored by their employer, business, organization, or any retirement plan, the spouse will be required to enroll in at least Single coverage through their employer, business, organization, or retirement plan sponsored group insurance coverage.

2. This requirement does not apply to any employee's spouse who:

   a. Works less than twenty (20) hours per week AND is required to pay more than fifty percent (50%) of the single premium to participate in his/her employer's, business's, organization's, or retirement plan's group health insurance coverage and/or prescription drug insurance.

   b. Is employed by another Huron-Erie School Employee Insurance Association (HESE) district, provided the spouse does not receive any available payment (or any other form of remuneration) from that HESE district for waiving health insurance and/or prescription drug insurance coverage.

3. The spouse can be maintained on an employee's family plan as secondary coverage; primary coverage will be the spouse's insurer, or employer, business, organization, or retirement plan sponsored group health insurance, whichever is appropriate.

4. This provision shall be administered in accordance with the Huron-Erie Schools Employee Insurance Association working spouse coverage policy.

E. Section 125 Plan

1. The Board shall provide to bargaining unit members Flexible Spending Accounts (FSAs) or a Section 125 Plan, according to Federal Law. The FSAs will have a third-party administrator selected by the Board. Costs incurred by the third-party administrator of the plan will be deducted from any balance left in FSAs at year-end. If there is no such balance, the Board shall pay the remaining costs of administration.

2. Bargaining unit members are permitted to participate in the Section 125 Plan on a voluntary basis in accordance with Federal law.

F. Questions regarding the existing insurance programs may be raised by the Margaretta Teachers Association President to the Superintendent or Treasurer.

G. MTA members who participate in the individual health assessment by November 1st each year thereafter, shall be entitled to the Deductible Buy Down incentive of a $250 annual reduction in the deductible amount for individual coverage and a $500 annual reduction in the deductible amount for family coverage.

H. Employees will pay fifteen percent (15%) of the premium for the plan(s) offered by the District.

I. The Schedule of Benefits for each insurance plan offered by the Board will be posted on the District website.

ARTICLE XL – DENTAL INSURANCE

A. For bargaining unit members who are qualified and make application, then the Board shall agree to provide eighty-four percent (84%) effective September 1, 2025; and eighty-three percent (83%) effective September 1, 2026, of the monthly premiums for both the family or single plan.

B. The insurance contributions for employees shall be in accordance with the following schedule:

Effective September 1, 2025	16%
Effective September 1, 2026	17%

ARTICLE XLI – VISION EXPENSE REIMBURSEMENT

A. The Association wishes to exercise its option to return to a traditional vision insurance plan with Vision Service Plan, Plan C, for which the Board will pay eighty-four percent (84%) of the premium effective September 1, 2025; eighty-three percent (83%) of the premium effective September 1, 2026; Benefits levels are: Exam, Lenses, Frames every 12 months with a Ten Dollars ($10.00) co-pay. Non-panel provider by schedule of benefits.

B. The Insurance Committee shall meet annually and recommend renewal of the insurance plan or return to vision reimbursement.

C. The Insurance Committee shall include the Superintendent, the Treasurer for the Board, and the Association President.

ARTICLE XLII – MAINTENANCE OF BENEFITS

A Supplemental duty and regular teacher salary schedules shall not be changed unless the changes have been discussed through bargaining, each bargaining unit member shall have a minimum of or an equivalent of one (1) planning period per day on a weekly basis, bargaining unit members may apply to the Superintendent and receive consideration for professional leave, and bargaining unit members shall have the opportunity to serve on textbook selection and curriculum revision committees.

B. Fringe Benefits

1. There shall be no reduction in level of present benefits due to the changing of the insurance carrier or a reduction of benefits by changing a plan with the same

carrier. This assurance remains effective for Hospitalization, Surgical, Major Medical, Dental, Vision, and Liability Insurances.

2. The issue of insurances is part of the bargaining process. Additional fringe benefits will not be provided for bargaining unit members without the Association=s approval.

ARTICLE XLIII – RETIREMENT PICK-UP/TAX SHELTER

The Board shall adopt the necessary resolutions to gain STRS approval to implement "Retirement Pick-Up/Tax Shelter" and continue so long as STRS approval exists.

ARTICLE XLIV – PAYROLL DEDUCTIONS

A. A bargaining unit member, under reasonable guidelines set down by the Treasurer for the Board, may elect to have any of the following deductions at no cost on an authorized form:

1. Association Dues and/or Assessments;*
2. Annuities (deducted over two (2) pays);
3. United Fund;
4. Credit Union (every pay);
5. Savings Bonds;
6. City Income Tax;
7. IRAs;
8. Fair Share Fee;*
9. EPAC Contributions (deducted at the same time as dues, with a minimum of $1.00 per pay and in whole dollars);*
10. Any deductions permitted by the Board and authorized by the bargaining unit member by way of payment of the bargaining unit member=s portion of fringe benefits.

*A request for deduction of Association dues and/or Fair Share Fee to be paid to the Association shall be filed by October 15, and the dues deduction shall begin with the first paycheck following twenty (20) workdays after receipt of a properly prepared

membership list and/or Fair Share Fee list. The deduction shall be for NEA/OEA/NWOEA/MTA dues only and/or its equivalent for the Fair Share Fee. Dues for Association members shall be deducted in twenty (20) approximately equal installments, ending by the 24th pay (usually the first pay of August) of a nine-month teacher. Late hires or bargaining unit members who choose to pay the Fair Share Fee shall have their deduction begin with the first paycheck in February and continue through the first pay of August. Any bargaining unit member who leaves employment or initiates an unpaid leave of absence is still liable for the balance of his/her dues, Fair Share Fee, and/or EPAC contribution which was to be deducted. This owed amount will be deducted from any lump sum settlement requested by the bargaining unit member.

B. The Association and/or the bargaining unit member who makes the request for deduction will hold the Board and its members safe and harmless and will indemnify it and its members against any loss it or its members may sustain under this Article or any findings for wrongful disbursements by any local, state, and/or federal agency. This shall not preclude correction of computational errors.

C. If the state's accounting software changes to prohibit any of the current deductions, then the Treasurer for the Board and the President of the MTA shall meet to determine which deduction(s) shall no longer be taken.

D. All deductions shall be transmitted to the Association or proper recipient in a timely fashion. Each transmittal of monies shall be accompanied with a list naming each bargaining unit member for whom the deduction was made and the amount deducted from each bargaining unit member's pay.

ARTICLE XLV – PAY PROCEDURES AND DEFINITIONS

A. Credit shall be evaluated and assigned for each year of teaching experience in an accredited school, recognized college experience, and/or professional credit in the field of assigned work or an allied field.

B. Any bargaining unit member claiming credit for military service shall deposit with the Treasurer for the Board a photostatic copy of his/her official military records, showing dates of induction into and discharge from active duty. Credit shall be given for each year of service up to a maximum of five (5) years.

C. Salary Schedule Placement

1. Initial placement to the proper column and all subsequent moves on the salary schedule shall be determined by the bargaining unit member's official college transcript(s). Other appropriate forms of verification may be temporarily accepted for placement on the salary schedule, pending receipt of his/her official college transcript(s).

2. Upon receipt of transcripts by October 15 or February 1 by the Treasurer for the Board, showing the required number of hours of college credits which will qualify the bargaining unit member for placement on the salary schedule, the bargaining unit member's salary shall then be adjusted to the proper column. The mid-year increase will be prorated according to the number of teacher contract days left to be fulfilled beginning with and including February 1.

3. All hours used to determine salary schedule placement, subsequent to the point of earning the initial teaching license, must be earned from an accredited college of education and must pertain to education, i.e., area(s) of certification, educational administration, guidance, curriculum, etc.

D. Salary Schedule Definition

1. The column labeled "License Plus 18 Semester Hours" shall be defined as follows:

   a. The hours must be obtained subsequent to obtaining the teaching license.

   b. There shall be a "grandfather clause" which will allow those currently employed bargaining unit members already classified as "Bachelors Plus" to remain in the category "License Plus 18 Semester Hours." However, newly-employed bargaining unit members as of June 1, 1977, will not be covered by the "grandfather clause."

2. The column labeled "Masters Plus 12 Semester Hours" shall be defined as hours obtained subsequent to obtaining a Masters Degree from a North Central accredited College of Education and following the consistent pattern of the bargaining unit member's present area(s) of teaching certification and/or other hours deemed appropriate by the Superintendent. If requested by the bargaining unit member, then the Superintendent will give advanced approval for any additional hours.

E. Compensation for extended service shall be calculated by multiplying the number of extended days times the bargaining unit member's per diem rate.

The per diem rate shall be based on the number of days in the District's teacher contract year. The calculated amount shall be rounded to the nearest whole dollar.

F. The bargaining unit member's base salary and all extended service compensation for those affected shall be added together and equally distributed over the twenty-four (24) pay periods covering the contracted year paid on the 10th and 25th of the month. If a pay day falls on a weekend or holiday, bargaining unit member shall be paid on the previous workday.

G. Compensation for contracted supplemental duties shall be equally distributed over twenty-four (24) pay periods covering the contract year, paid on the 10th and 25th of the month. Hourly compensation for contracted supplemental duties shall be paid as the supplemental duty time reports are submitted. Supplemental duty contracts awarded after the beginning of the school year shall be paid in a lump sum at the end of the activity.

H. Direct Deposit

Members of the bargaining unit will be required to receive pay through direct deposit at a financial institution of his/her choice for all pays.

Note: Sections F and G above shall only be implemented upon agreement by both the MTA and OAPSE to change to a 24-pay schedule. Until such time as both unions agree to this change, the current payroll schedule and procedures shall remain in effect.

ARTICLE XLVI – ATTENDANCE INCENTIVE

A. A bargaining unit member shall receive One Hundred Fifty Dollars ($150.00) for each unused personal leave day during the teacher contract year.

B. A bargaining unit member who is absent the following number of days during the teacher contract year shall receive a bonus for either:

1. perfect attendance for the year - $400.00; or

2. one personal or sick day for the year - $250.00

C. Professional Leave, Association Leave, and Jury Duty/Subpoenaed Witness provisions shall be viewed as regularly attended workdays for this Article only.

D. The above bonuses shall be paid by June 30, whenever possible.

ARTICLE XLVII – WAIVER OF TUITION

Children of employees who do not live in the Margaretta Local School District and who wish to enroll must first apply to enroll through open enrollment. If open enrollment is not available, the Board agrees to waive all tuition costs for the children (including adopted and/or foster) of an employee who resides outside of the Margaretta Local School District in accordance with O.R.C. §3313.64.

ARTICLE XLVIII – TUITION REIMBURSEMENT

A. The Board shall annually appropriate an amount of money towards a professional development fund which shall be used for the partial reimbursement of tuition costs incurred by members of the bargaining unit who do not hold a Master's degree who engage in advanced study which will benefit the District.

B. Except for dual certification (CCP) teachers and teachers seeking to establish dual certification as CCP teachers as set forth in paragraph E. of this Article, the eligibility criteria are as follows:

1. All coursework must receive prior approval of the Superintendent or his/her designee.

2. Any coursework taken will be at the graduate level, in an educational degree program that is needed for certification or renewal of certification and taken at an accredited college or university. A letter grade of "B" or better or a "pass/satisfactory" will be required in the course to receive reimbursement. The Superintendent or his/her designee may approve an undergraduate level course that is part of a graduate degree program.

3. The applicant must have been employed by the District for a minimum of one (1) school year. The applicant may apply for courses after May 1 of the first year of employment. Reimbursement will not be payable until the start of the second school year.

4. Bargaining unit members must be employed by the District for the ensuing school year in order to receive tuition reimbursement.

5. Bargaining unit members on a Leave of Absence will not qualify for tuition reimbursement.

C. Payment shall be for courses taken between July 1 and June 30. The Treasurer for the Board shall require an official transcript and tuition receipt for courses taken, before reimbursement will be made. Payment shall be made as follows:

1. A cap of Three Thousand Dollars ($3,000.00) for eligible bargaining unit members per year shall be established and shall not exceed the actual tuition expense. Only bargaining unit members who do not hold a Master's degree in a field of Education shall be eligible for this benefit.

2. Payment shall be paid for each course taken, within fifteen (15) working days upon presenting the official transcript and tuition receipt.

3. Paperwork received after August 31 will transfer to the following year for reimbursement.

D. Each bargaining unit member with a Master's degree or higher shall be eligible to receive a Three Thousand Dollar ($3,000.00) tuition reimbursement during successive five (5) year periods starting September 2, 2021 through August 31, 2026 and continuing for each successive five (5) year period thereafter for coursework used to renew his/her teaching license and/or coursework approved by the LPDC. Pre-approved workshops, conferences, and semester hours for which the teacher receives reimbursement or for which the District pays directly shall be counted towards the Three Thousand Dollar ($3,000.00) limit. Any bargaining unit member with a Master's degree or higher who is hired during the five (5) year period will be eligible for the Three Thousand Dollars ($3,000.00) until the end of the five (5) year period during which the bargaining unit member was hired.

E. Teachers Seeking to Establish Dual Certification and Dual Certification (CCP) Teachers.

1. A bargaining unit member shall receive up to Two Thousand Dollars ($2,000.00) every one (1) year if they receive credit from completing course work at a College or University, provided the course work is toward receiving a Master's Degree in their content area with the purpose of establishing dual certification.

    a. All coursework must receive prior approval of the Superintendent or his/her designee.

    b. A letter grade of "B" or better or a "pass/satisfactory" will be required in the course to receive reimbursement. The Superintendent or his/her designee may approve an undergraduate level course that is part of a graduate degree program.

    c. Applicants who have not been employed for a full school year are eligible. Reimbursement for such teachers will not be payable until the start of the second school year.

    d. Bargaining unit members must be employed by the District for the ensuing school year in order to receive tuition reimbursement.

    e. Bargaining unit members on a Leave of Absence will not qualify for tuition reimbursement.

2. A bargaining unit member who teaches a College Credit Plus class shall receive a stipend of $2,500 for 120 hours of instruction which is the equivalent of one full school year. The amount of the stipend shall be pro-rated based upon the number of hours of instruction that the students attending would receive dual certification during the school year.

F. A bargaining unit member is not entitled to combine any of the reimbursements in C.1., D., and E., above.

ARTICLE XLIX – LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE (LPDC)

A. Payment for the development of the LPDC guidelines will be Three Thousand Five Hundred Dollars ($3,500.00) to be distributed equally among the committee members based upon their percentage time of participation during the six (6) month process.

B. The LPDC committee will meet quarterly (January, April, July, October) and each member present will receive a $75.00 payment per quarterly meeting.

C. Additional special meetings of the LPDC beyond the four (4) scheduled quarterly meetings per calendar year may be called upon the direction of the LPDC committee chairperson (with a majority approval of the committee membership) and paid at the tutoring rate.

D. Clerical assistance for recordkeeping and typing for the LPDC will be provided by the Superintendent=s secretary at the rate of Twenty Dollars ($20.00) per hour.

E. The LPDC Guidelines will be moved into the Board of Education Policy Manual, and the Board agrees that no changes will be made to the LPDC Guidelines without the prior consent and approval of the Association.

ARTICLE L – RESIDENT EDUCATOR PROGRAM

A. Resident Educator Program

A Resident Educator Program shall be implemented in accordance with the Teacher Education and Licensure Standards, the guidelines and standards established by the Ohio Department of Education, all applicable laws and rules and with the provisions of this section. A Resident Educator Mentor shall be assigned to each new teacher employed under a provisional license. A Mentor Teacher shall be assigned to a new teacher employed under certification standards. A Lead Mentor Teacher shall also be assigned.

B. Mentor Teachers

1. The responsibilities of the Lead Mentor Teacher shall be to oversee and coordinate the Resident Educator Program as developed by the Resident Educator Program Committee and the provisions of this article.

2. The responsibilities of Mentor Teachers shall be the following:

   a. The diagnosing of needs and development of an assistance plan for each assigned Resident Educator. Such plan shall focus on skill enhancement.

b. No Mentor Teacher shall participate in any formal evaluation of a Resident Educator, nor make, nor be requested or directed to make, any recommendation regarding the continued employment of a Resident Educator.

c. All interaction, written or oral, between the Mentor Teacher and the Resident Educator shall be regarded with the same confidentiality as that represented by the attorney/client relationship and shall not be used by either the Board of Education or the Association in termination or nonrenewal actions, unless the matter involves illegal and criminal activities. Any violations of this tenet by the mentor shall constitute grounds for immediate removal from the role as mentor without recourse to the grievance procedure or O.R.C. §3319.16.

3. The criteria for selection of Mentor Teachers shall be as follows:

a. A Mentor Teacher shall be selected by the Resident Educator Program Committee. Mentor Teachers shall be selected based upon receipt of a Letter of Intent submitted to the Resident Educator Committee. When possible, the Mentor Teacher should be employed in the same building, grade level and licensed in the same subject matter. If more than one Mentor Teacher applies and meets the criteria for selection, the Mentor Teachers shall be assigned on a rotating basis.

b. A Mentor Teacher must have demonstrated above average teaching performance, the ability to utilize a variety of instructional methods, and the ability to communicate with colleagues constructively. If the Mentor Teacher fails to follow these tenets, the Mentor Teacher shall be immediately removed without recourse to the grievance procedure or O.R.C. §3319.16.

4. <u>Compensation and Planning Time</u>

a. The Lead Mentor, Resident Educator Mentor and the Mentor Teachers shall be compensated by a stipend as follows:

Lead Mentor of the Resident Educator Program – $1,500.00
Resident Educator Mentor – $1,000.00

b. A Mentor Teacher shall receive the equivalent of one day of release time per semester. Additional released time may be approved by the principal.

C. Resident Educators

1. Training on the methods of assessment shall be provided to the Resident Educator at no cost to the employee. Such training shall be in addition to any other professional leave to which the Resident Educator may be entitled.

2. No Resident Educator may be compelled to release information to the District regarding the Resident Educator's assessment by the DEW, nor may such information be used in the evaluation of the Mentee by school District administrators. Any documents pertaining to the Entry Year Program and the DEW assessment shall be confidential to the extent permitted by law. No adverse action may be taken against a Resident Educator who fails in the first year to successfully complete the Resident Educator but who retains the appropriate teaching credential(s), unless all applicable provisions in this Agreement relating to teacher evaluation and nonrenewal of contracts have been followed.

3. Not later than six (6) weeks after the initiation of the Resident Educator Program, the Resident Educator may exercise the option to request a new Mentor Teacher. If a new Mentor Teacher is assigned, the former Mentor Teacher shall have his/her supplemental contract terminated without recourse to the grievance procedure and O.R.C §3319.16. The new Mentor Teacher shall receive a pro-rata share of the former Mentor Teacher's stipend.

D. Special Mentors for Long-Term Substitutes

1. Definition of long-term substitute: A teacher that has been substituting for a minimum of two (2) consecutive weeks in the same classroom, and one that would possibly be in that classroom for more weeks to follow.

2. Definition of a "special mentor": A trained mentor from the District's mentor teacher list who will work with a long-term substitute.

3. If it is known that a substitute will be in a teaching position for longer than two (2) consecutive weeks, the assignment of a special mentor will occur immediately.

4. If the duration of the absence is unknown or on a day-by-day basis, the mentoring will be performed by the building principal, unit coordinator, and/or classroom teachers in the traditional manner of being helpful in the completion of the following areas:

   discipline policies, lesson plans, curriculum/COS/PI, parent communication procedures, duties, supplies, assignments/homework procedures and policies, fire/tornado drills, grading procedures, schedules, year-end closing procedures, special education/speech/Title I, WEP, collecting of monies, and technology support.

5. If an unusual case develops, the decision for a mentor will be the discretion of the District mentor committee.

6. Once a "special mentor" takes over, all guidelines must be followed and completed.

7. The "special mentor" will be compensated Two Dollars and Seventy-Five Cents ($2.75) per school calendar day, to be paid in a lump sum at the end of the special mentoring assignment.

E. The parties agree that the Resident Educator Program will be bargained in accordance with Ohio law.

ARTICLE LI – EMPLOYMENT OF RETIREES AS TEACHERS

A. A Retiree is an individual who has attained service retirement status with a state teachers retirement system and is otherwise qualified by licensure and background for public school teaching in Ohio.

B. Prior employment in the District is not a guarantee of post-retirement employment or a particular assignment, if hired. Articles XXIII and XXIV of the Negotiated Agreement will be followed prior to the assignment of a Retiree.

C. A Retiree shall be paid at the tenth (10th) salary step level, regardless of years of service in any Ohio public or private school; and so long as employment with the Board continues, shall not advance on the salary schedule based either on years of service or additional training. This provision expressly supersedes Chapters 3317.13 and 3317.14 of the Ohio Revised Code.

D. A Retiree shall receive a one-year limited teaching contract which shall expire automatically at the end of the stated term. No notice of nonrenewal or Board action is required. Continuation of employment of a Retiree through offering new one-year limited contracts which automatically expire shall be at the election of the Board and upon the recommendation of the Superintendent. The requirements of Article XIII regarding limited contract teachers shall not apply to Retiree limited contracts. A Retiree is not eligible for a continuing teaching contract, regardless of years of employment with the Board.

E. Evaluations shall be conducted pursuant to Article XXV of the Negotiated Agreement. However, the evaluation shall not affect the expiration of the contract in paragraph D above nor the continued expectation of employment.

F. A Retiree shall accumulate sick leave and may use sick leave in accordance with the Negotiated Agreement, but shall not be entitled to severance pay pursuant to the Negotiated Agreement or under law upon conclusion of employment as a Retiree.

G. A Retiree shall not be entitled to participate in insurances provided to the bargaining unit members unless the Retiree is ineligible for such insurances through any other source.

H. A Retiree shall not accumulate Seniority in the bargaining unit and has no right of recall in the event of a reduction in force pursuant to the Negotiated Agreement.

I. A Retiree shall be entitled to all other contractual benefits available to bargaining unit members unless otherwise limited by specific provisions of this Article.

J. The provisions of this Article supersede and take the place of any and all provisions in the Ohio Revised Code which may conflict with this Article including, but not limited to, Chapters 3319.11, 3319.111, 3319.13 and 3319.17.

ARTICLE LII – TERM LIFE INSURANCE

A. The Board shall provide fully paid Fifty Thousand Dollars ($50,000) term life insurance coverage with accidental death and dismemberment coverage for each full-time teacher. A teacher who works half-time will receive Twenty-Five Thousand Dollars ($25,000) coverage. Teachers scheduled less than half-time are not eligible for term life insurance coverage.

B. Each teacher may purchase additional term life insurance through the Board at his/her own cost.

ARTICLE LIII – TEACHER SALARY

A. The teacher salary schedule shall be as attached.

B. Members of the bargaining unit whose salary schedule steps were frozen in past years shall not have these frozen steps restored.

Year	BA-0 Salary
2024-2025	3%
2025-2026	3%
2026-2027	3%

C. A One Thousand Dollar ($1,000.00) stipend shall be paid to any teacher not receiving a step increase from the 2023-2024 to the 2024-2025 school year. The stipend shall be paid in the second pay following ratification by both parties.

ARTICLE LIV – JOB SHARING

A. Subject to approval of the Superintendent, job sharing is a voluntary arrangement between two (2) teachers to share one (1) full-time teaching position.

B. Job-sharing arrangements are approved for one (1) year only. Job-sharing partners may reapply for each subsequent year they wish to continue the arrangement.

C. Teachers are responsible for identifying prospective job-sharing partners.

D. Teachers who wish to job share must submit annually a written application for such arrangement to the affected Building Principal and provide a copy to the Superintendent by March 1st. Job-sharing applications will:

1. Confirm that the prospective job-sharing partners are committed to the arrangement, if approved, for the full school year;

2. Include a plan describing the teaching techniques, methods, and grading practices of the proposed partners and how these will be implemented to insure compatibility, consistency, and continuing of instruction; and

3. Specify the manner in which the position will be split.

Following submission of the application, the proposed job-sharing partners will arrange to meet with the Principal of the building to discuss their application by March 15th.

E. The applications will be approved or rejected by the Superintendent by April 1. The decision of the Superintendent to approve or reject an application is not subject to the grievance procedure.

F. The salary of job-sharing partners will be allocated on a basis proportionate to their sharing of responsibilities. Health benefits will be assigned either to one (1) of the teachers in total or will be split, with teach teacher paying the Board the employee contribution equal to the portion of health benefits they are receiving. In no instance will the Board incur a cost greater than one (1) insurance plan for the job-sharing arrangement.

G. Both job-sharing partners will attend full day the first two (2) student days of the year, with no additional compensation, as well as all pre-service days at the start of the school year. Additionally, up to four (4) times per quarter, job-sharing partners are expected to attend meeting that take place outside of their regularly assigned teaching time. The annual salary paid to job-sharing partners includes attendance on the days and at the events here specified.

H. Job-sharing partners will be given priority for the opportunity to serve as a substitute for their absent partner at the substitute rate.

I. Job sharing will not affect seniority of the participating teachers.

J. The conclusion of a job-sharing arrangement will be deemed a basis/reason for reduction in force under Article 11, if there is no available position for which either job-sharing teacher is certified.

MARGARETTA L+A1:P38OCAL SCHOOLS
TEACHING PERSONNEL SALARY SCHEDULE
SCHOOL YEAR 2024-2025

APPENDIX A-1

Base Salary = $40,864

	BACHELORS			CERT +18 Sem Hrs			MASTERS			MSTR + 12 Sem Hrs		
Steps	Index	Salary	Incrs	Index	Salary	Incrs	Index	Salary	Incrs	Index	Salary	Incrs
0	1.000	40,864		1.040	42,499		1.100	44,951		1.150	46,994	
1	1.040	42,499	4.00%	1.085	44,338	4.33%	1.150	46,994	4.55%	1.200	49,037	4.35%
2	1.080	44,133	3.85%	1.130	46,177	4.15%	1.200	49,037	4.35%	1.250	51,080	4.17%
3	1.120	45,768	3.70%	1.175	48,015	3.98%	1.250	51,080	4.17%	1.300	53,123	4.00%
4	1.160	47,402	3.57%	1.220	49,854	3.83%	1.300	53,123	4.00%	1.350	55,167	3.85%
5	1.200	49,037	3.45%	1.265	51,693	3.69%	1.350	55,167	3.85%	1.400	57,210	3.70%
6	1.240	50,672	3.33%	1.310	53,532	3.56%	1.400	57,210	3.70%	1.450	59,253	3.57%
7	1.280	52,306	3.23%	1.355	55,371	3.44%	1.450	59,253	3.57%	1.500	61,296	3.45%
8	1.320	53,941	3.13%	1.400	57,210	3.32%	1.500	61,296	3.45%	1.550	63,340	3.33%
9	1.360	55,575	3.03%	1.445	59,049	3.21%	1.550	63,340	3.33%	1.600	65,383	3.23%
10	1.400	57,210	2.94%	1.490	60,888	3.11%	1.600	65,383	3.23%	1.650	67,426	3.12%
11	1.440	58,844	2.86%	1.535	62,727	3.02%	1.650	67,426	3.12%	1.700	69,469	3.03%
12	1.480	60,479	2.78%	1.580	64,565	2.93%	1.700	69,469	3.03%	1.750	71,512	2.94%
13	1.520	62,114	2.70%	1.625	66,404	2.85%	1.750	71,512	2.94%	1.800	73,556	2.86%
14	1.560	63,748	2.63%	1.670	68,243	2.77%	1.800	73,556	2.86%	1.850	75,599	2.78%
15	1.600	65,383	2.56%	1.715	70,082	2.69%	1.855	75,803	3.06%	1.905	77,846	2.97%
18	1.640	67,017	2.50%	1.760	71,921	2.62%	1.910	78,051	2.96%	1.960	80,094	2.89%
21	1.680	68,652	2.44%	1.805	73,760	2.56%	1.965	80,298	2.88%	2.015	82,341	2.81%
23	----	68,652	0.00%	----	73,760	0.00%	2.020	82,546	2.80%	2.070	84,589	2.73%
24	1.720	70,286	2.38%	1.850	75,599	2.49%	----	82,546	0.00%	----	84,589	0.00%
25	----	70,286	0.00%	----	75,599	0.00%	2.075	84,793	2.72%	2.125	86,836	2.66%
27	1.760	71,921	2.33%	1.895	77,438	2.43%	2.130	87,041	2.65%	2.180	89,084	2.59%

MARGARETTA LOCAL SCHOOLS
TEACHING PERSONNEL SALARY SCHEDULE
SCHOOL YEAR 2025-2026

APPENDIX A-2

Base Salary = $42,090

	BACHELORS			CERT +18 Sem Hrs			MASTERS			MSTR + 12 Sem Hrs		
Steps	Index	Salary	Incrs	Index	Salary	Incrs	Index	Salary	Incrs	Index	Salary	Incrs
0	1.000	42,090		1.040	43,774		1.100	46,299		1.150	48,403	
1	1.040	43,774	4.00%	1.085	45,668	4.33%	1.150	48,403	4.55%	1.200	50,508	4.35%
2	1.080	45,457	3.85%	1.130	47,562	4.15%	1.200	50,508	4.35%	1.250	52,612	4.17%
3	1.120	47,141	3.70%	1.175	49,456	3.98%	1.250	52,612	4.17%	1.300	54,717	4.00%
4	1.160	48,824	3.57%	1.220	51,350	3.83%	1.300	54,717	4.00%	1.350	56,821	3.85%
5	1.200	50,508	3.45%	1.265	53,244	3.69%	1.350	56,821	3.85%	1.400	58,926	3.70%
6	1.240	52,192	3.33%	1.310	55,138	3.56%	1.400	58,926	3.70%	1.450	61,030	3.57%
7	1.280	53,875	3.23%	1.355	57,032	3.44%	1.450	61,030	3.57%	1.500	63,135	3.45%
8	1.320	55,559	3.13%	1.400	58,926	3.32%	1.500	63,135	3.45%	1.550	65,239	3.33%
9	1.360	57,242	3.03%	1.445	60,820	3.21%	1.550	65,239	3.33%	1.600	67,344	3.23%
10	1.400	58,926	2.94%	1.490	62,714	3.11%	1.600	67,344	3.23%	1.650	69,448	3.12%
11	1.440	60,609	2.86%	1.535	64,608	3.02%	1.650	69,448	3.12%	1.700	71,553	3.03%
12	1.480	62,293	2.78%	1.580	66,502	2.93%	1.700	71,553	3.03%	1.750	73,657	2.94%
13	1.520	63,977	2.70%	1.625	68,396	2.85%	1.750	73,657	2.94%	1.800	75,762	2.86%
14	1.560	65,660	2.63%	1.670	70,290	2.77%	1.800	75,762	2.86%	1.850	77,866	2.78%
15	1.600	67,344	2.56%	1.715	72,184	2.69%	1.855	78,077	3.06%	1.905	80,181	2.97%
18	1.640	69,027	2.50%	1.760	74,078	2.62%	1.910	80,392	2.96%	1.960	82,496	2.89%
21	1.680	70,711	2.44%	1.805	75,972	2.56%	1.965	82,707	2.88%	2.015	84,811	2.81%
23	----	70,711	0.00%	----	75,972	0.00%	2.020	85,022	2.80%	2.070	87,126	2.73%
24	1.720	72,395	2.38%	1.850	77,866	2.49%	----	85,022	0.00%	----	87,126	0.00%
25	----	72,395	0.00%	----	77,866	0.00%	2.075	87,337	2.72%	2.125	89,441	2.66%
27	1.760	74,078	2.33%	1.895	79,760	2.43%	2.130	89,652	2.65%	2.180	91,756	2.59%

MARGARETTA L+A1:P38OCAL SCHOOLS
TEACHING PERSONNEL SALARY SCHEDULE
SCHOOL YEAR 2026-2027

APPENDIX A-3

Base Salary = $43,353

	BACHELORS			CERT +18 Sem Hrs			MASTERS			MSTR + 12 Sem Hrs		
Steps	Index	Salary	Incrs	Index	Salary	Incrs	Index	Salary	Incrs	Index	Salary	Incrs
0	1.000	43,353		1.040	45,087		1.100	47,688		1.150	49,856	
1	1.040	45,087	4.00%	1.085	47,038	4.33%	1.150	49,856	4.55%	1.200	52,023	4.35%
2	1.080	46,821	3.85%	1.130	48,989	4.15%	1.200	52,023	4.35%	1.250	54,191	4.17%
3	1.120	48,555	3.70%	1.175	50,939	3.98%	1.250	54,191	4.17%	1.300	56,359	4.00%
4	1.160	50,289	3.57%	1.220	52,890	3.83%	1.300	56,359	4.00%	1.350	58,526	3.85%
5	1.200	52,023	3.45%	1.265	54,841	3.69%	1.350	58,526	3.85%	1.400	60,694	3.70%
6	1.240	53,757	3.33%	1.310	56,792	3.56%	1.400	60,694	3.70%	1.450	62,861	3.57%
7	1.280	55,491	3.23%	1.355	58,743	3.44%	1.450	62,861	3.57%	1.500	65,029	3.45%
8	1.320	57,226	3.13%	1.400	60,694	3.32%	1.500	65,029	3.45%	1.550	67,197	3.33%
9	1.360	58,960	3.03%	1.445	62,645	3.21%	1.550	67,197	3.33%	1.600	69,364	3.23%
10	1.400	60,694	2.94%	1.490	64,596	3.11%	1.600	69,364	3.23%	1.650	71,532	3.12%
11	1.440	62,428	2.86%	1.535	66,546	3.02%	1.650	71,532	3.12%	1.700	73,700	3.03%
12	1.480	64,162	2.78%	1.580	68,497	2.93%	1.700	73,700	3.03%	1.750	75,867	2.94%
13	1.520	65,896	2.70%	1.625	70,448	2.85%	1.750	75,867	2.94%	1.800	78,035	2.86%
14	1.560	67,630	2.63%	1.670	72,399	2.77%	1.800	78,035	2.86%	1.850	80,202	2.78%
15	1.600	69,364	2.56%	1.715	74,350	2.69%	1.855	80,419	3.06%	1.905	82,587	2.97%
18	1.640	71,098	2.50%	1.760	76,301	2.62%	1.910	82,804	2.96%	1.960	84,971	2.89%
21	1.680	72,833	2.44%	1.805	78,252	2.56%	1.965	85,188	2.88%	2.015	87,356	2.81%
23	----	72,833	0.00%	----	78,252	0.00%	2.020	87,572	2.80%	2.070	89,740	2.73%
24	1.720	74,567	2.38%	1.850	80,202	2.49%	----	87,572	0.00%	----	89,740	0.00%
25	----	74,567	0.00%	----	80,202	0.00%	2.075	89,957	2.72%	2.125	92,124	2.66%
27	1.760	76,301	2.33%	1.895	82,153	2.43%	2.130	92,341	2.65%	2.180	94,509	2.59%

MARGARETTA LOCAL SCHOOLS
SUPPLEMENTAL DUTY SALARY SCHEDULE
SCHOOL YEAR 2024-2025

Base salary: $40,864

Supplemental Responsibilty	Step 1 (0-4 years)		Step 2 (5-9 years)		Step 3 (10 & over Yrs)	
ATHLETIC ADMINISTRATION	Index	Salary	Index	Salary	Index	Salary
Assist AD	0.185	$7,560	0.198	$8,091	0.212	$8,663
Strength and Conditioning Coach	0.180	$7,356	0.190	$7,764	0.200	$8,173
Football						
Varsity Coach	0.180	$7,356	0.190	$7,764	0.200	$8,173
Assist Varsity	0.120	$4,904	0.130	$5,312	0.140	$5,721
Freshman	0.110	$4,495	0.120	$4,904	0.130	$5,312
Assist Freshman	0.085	$3,473	0.095	$3,882	0.105	$4,291
8th Grade	0.075	$3,065	0.085	$3,473	0.095	$3,882
7th Grade	0.075	$3,065	0.085	$3,473	0.095	$3,882
8th Grade Assist	0.060	$2,452	0.070	$2,860	0.080	$3,269
7th Grade Assist	0.060	$2,452	0.070	$2,860	0.080	$3,269
Equipmt Mgr - $1,200		$1,200				
Basketball						
Boys Varsity	0.180	$7,356	0.190	$7,764	0.200	$8,173
Girls Varsity	0.180	$7,356	0.190	$7,764	0.200	$8,173
Boys/Girls Assist Varsity	0.120	$4,904	0.130	$5,312	0.140	$5,721
Boys JV	0.120	$4,904	0.130	$5,312	0.140	$5,721
Girls JV	0.120	$4,904	0.130	$5,312	0.140	$5,721
Boys Freshman	0.090	$3,678	0.100	$4,086	0.110	$4,495
Girls Freshman	0.090	$3,678	0.100	$4,086	0.110	$4,495
Boys 8th Grade	0.075	$3,065	0.085	$3,473	0.095	$3,882
Girls 8th Grade	0.075	$3,065	0.085	$3,473	0.095	$3,882
Boys 7th Grade	0.075	$3,065	0.085	$3,473	0.095	$3,882
Girls 7th Grade	0.075	$3,065	0.085	$3,473	0.095	$3,882
Swimming						
Boys & Girls Varsity	0.140	$5,721	0.150	$6,130	0.160	$6,538
B & G Assist Varsity/Diving	0.100	$4,086	0.110	$4,495	0.120	$4,904
Varsity Diving w/1 add'l diving team	0.140	$5,721	0.150	$6,130	0.160	$6,538
Boys & Girls MS	0.070	$2,860	0.075	$3,065	0.080	$3,269
Boys & Girls MS Assist	0.050	$2,043	0.060	$2,452	0.065	$2,656
Wrestling						
Varsity	0.140	$5,721	0.150	$6,130	0.160	$6,538
Assist Varsity	0.100	$4,086	0.110	$4,495	0.120	$4,904
JV	0.100	$4,086	0.110	$4,495	0.120	$4,904
MS	0.070	$2,860	0.075	$3,065	0.080	$3,269

Supplemental Responsibilty ATHLETIC ADMINISTRATION	Step 1 (0-4 years) Index	 Salary	Step 2 (5-9 years) Index	 Salary	Step 3 (10 & over Yrs) Index	 Salary
Baseball/Softball						
Varsity	0.125	$5,108	0.140	$5,721	0.150	$6,130
Assist Varsity	0.090	$3,678	0.105	$4,291	0.115	$4,699
JV	0.090	$3,678	0.105	$4,291	0.115	$4,699
Track						
Boys Varsity	0.125	$5,108	0.140	$5,721	0.150	$6,130
Girls Varsity	0.125	$5,108	0.140	$5,721	0.150	$6,130
Boys Assist Varsity	0.090	$3,678	0.105	$4,291	0.115	$4,699
Girls Assist Varsity	0.090	$3,678	0.105	$4,291	0.115	$4,699
Boys MS	0.065	$2,656	0.075	$3,065	0.080	$3,269
Girls MS	0.065	$2,656	0.075	$3,065	0.080	$3,269
Boys MS Assist	0.050	$2,043	0.060	$2,452	0.065	$2,656
Girls MS Assist	0.050	$2,043	0.060	$2,452	0.065	$2,656
Cross Country						
Boys & Girls Varsity	0.125	$5,108	0.140	$5,721	0.150	$6,130
Boys & Girls Assist Varsity	0.090	$3,678	0.105	$4,291	0.115	$4,699
MS	0.070	$2,860	0.075	$3,065	0.085	$3,473
Golf						
Boys Varsity	0.085	$3,473	0.095	$3,882	0.100	$4,086
Girls Varsity	0.085	$3,473	0.095	$3,882	0.100	$4,086
Bowling						
Varsity	0.085	$3,473	0.095	$3,882	0.100	$4,086
Volleyball						
Varisty	0.140	$5,721	0.150	$6,130	0.160	$6,538
Assist Varsity	0.100	$4,086	0.110	$4,495	0.120	$4,904
JV	0.100	$4,086	0.110	$4,495	0.120	$4,904
Freshman	0.090	$3,678	0.100	$4,086	0.110	$4,495
8th Grade	0.070	$2,860	0.075	$3,065	0.080	$3,269
7th Grade	0.070	$2,860	0.075	$3,065	0.080	$3,269
Cheerleading						
Varsity	0.130	$5,312	0.140	$5,721	0.150	$6,130
JV/ Assist Varsity	0.060	$2,452	0.065	$2,656	0.070	$2,860
MS	0.055	$2,248	0.065	$2,656	0.070	$2,860

Supplemental Responsibilty ATHLETIC ADMINISTRATION	Step 1 (0-4 years)		Step 2 (5-9 years)		Step 3 (10 & over Yrs)	
	Index	Salary	Index	Salary	Index	Salary
Music						
Marching Band	0.130	$5,312	0.140	$5,721	0.150	$6,130
Assist Band Director	0.098	$4,005	0.105	$4,291	0.113	$4,618
Pep Band Director	0.035	$1,430	0.040	$1,635	0.045	$1,839
Drill Team Advisor	0.045	$1,839	0.050	$2,043	0.055	$2,248
Vocal Music Director	0.040	$1,635	0.045	$1,839	0.050	$2,043
Special Responsibilities						
HS Play Director/Hourglass						
2 plays	0.095	$3,882	0.100	$4,086	0.105	$4,291
1 play	0.055	$2,248	0.060	$2,452	0.065	$2,656
Unit Leader/Coordinator	0.055	$2,248	0.060	$2,452	0.065	$2,656
Department Chairperson	0.055	$2,248	0.060	$2,452	0.065	$2,656
PreSchool Coordinator	0.055	$2,248	0.060	$2,452	0.065	$2,656
Entry Year						
Lead Mentor - $1,500		$1,500				
Resident Educator = $1,000		$1,000				
Publications						
Yearbook Advisor	0.080	$3,269	0.090	$3,678	0.100	$4,086
Yearbook (w/class)	0.045	$1,839	0.050	$2,043	0.055	$2,248
HS Newspaper	0.045	$1,839	0.050	$2,043	0.055	$2,248
Class Advisors						
Senior Class	0.045	$1,839	0.050	$2,043	0.055	$2,248
Junior Class	0.045	$1,839	0.050	$2,043	0.055	$2,248
Sophomore Class	0.039	$1,594	0.044	$1,798	0.049	$2,002
Freshman Class	0.039	$1,594	0.044	$1,798	0.049	$2,002
MS Classes	0.039	$1,594	0.044	$1,798	0.049	$2,002
8th Grade Trip Advisor - $1,000		$1,000				
6th Grade Trip Advisor - $1,000		$1,000				

Supplemental Responsibilty ATHLETIC ADMINISTRATION	Step 1 (0-4 years)		Step 2 (5-9 years)		Step 3 (10 & over Yrs)	
	Index	Salary	Index	Salary	Index	Salary
Club Advisors						
Academic Challenge Team (HS)	0.075	$3,065	0.085	$3,473	0.095	$3,882
Academic Challenge Team (Jr. High)	0.025	$1,022	0.030	$1,226	0.035	$1,430
Academic Challenge Team (Elem.)	0.025	$1,022	0.030	$1,226	0.035	$1,430
Student Government	0.045	$1,839	0.050	$2,043	0.055	$2,248
National Honor Society	0.030	$1,226	0.035	$1,430	0.040	$1,635
Varsity M	0.030	$1,226	0.035	$1,430	0.040	$1,635
International Club	0.030	$1,226	0.035	$1,430	0.040	$1,635
SADD	0.030	$1,226	0.035	$1,430	0.040	$1,635
Medicaid Srvc Provider - $2,000		$2,000				
Robotics Coach - $1,000		$1,000				
HOURLY PAY RESPONSIBILITIES						
Home Instruction/Summer Pgm Instructor/Tutor - $30.00/hour**						
Adult Education (FFA) - $15.00/hour**						
Detention Supervisor - $20.00/hour						
Jr High Athletic Supervisor - $12.00/hour						
College Credit Plus Teacher $2,500/120 hours of instruction						

**The hourly rate increase to $30.00 for Home Instruction/Summer Program Instructor/Tutor and to $15.00 per hour for Adult Education (FFA) shall be effective the second pay after ratification by both parties.

MARGARETTA LOCAL SCHOOLS
SUPPLEMENTAL DUTY SALARY SCHEDULE
SCHOOL YEAR 2025-2026

Base salary: $42,090

Supplemental Responsibilty	Step 1 (0-4 years)		Step 2 (5-9 years)		Step 3 (10 & over Yrs)	
ATHLETIC ADMINISTRATION	Index	Salary	Index	Salary	Index	Salary
Assist AD	0.185	$7,787	0.198	$8,334	0.212	$8,923
Strength and Conditioning Coach	0.180	$7,576	0.190	$7,997	0.200	$8,418
Football						
Varsity Coach	0.180	$7,576	0.190	$7,997	0.200	$8,418
Assist Varsity	0.120	$5,051	0.130	$5,472	0.140	$5,893
Freshman	0.110	$4,630	0.120	$5,051	0.130	$5,472
Assist Freshman	0.085	$3,578	0.095	$3,999	0.105	$4,419
8th Grade	0.075	$3,157	0.085	$3,578	0.095	$3,999
7th Grade	0.075	$3,157	0.085	$3,578	0.095	$3,999
8th Grade Assist	0.060	$2,525	0.070	$2,946	0.080	$3,367
7th Grade Assist	0.060	$2,525	0.070	$2,946	0.080	$3,367
Equipmt Mgr - $1,200		$1,200				
Basketball						
Boys Varsity	0.180	$7,576	0.190	$7,997	0.200	$8,418
Girls Varsity	0.180	$7,576	0.190	$7,997	0.200	$8,418
Boys/Girls Assist Varsity	0.120	$5,051	0.130	$5,472	0.140	$5,893
Boys JV	0.120	$5,051	0.130	$5,472	0.140	$5,893
Girls JV	0.120	$5,051	0.130	$5,472	0.140	$5,893
Boys Freshman	0.090	$3,788	0.100	$4,209	0.110	$4,630
Girls Freshman	0.090	$3,788	0.100	$4,209	0.110	$4,630
Boys 8th Grade	0.075	$3,157	0.085	$3,578	0.095	$3,999
Girls 8th Grade	0.075	$3,157	0.085	$3,578	0.095	$3,999
Boys 7th Grade	0.075	$3,157	0.085	$3,578	0.095	$3,999
Girls 7th Grade	0.075	$3,157	0.085	$3,578	0.095	$3,999
Swimming						
Boys & Girls Varsity	0.140	$5,893	0.150	$6,314	0.160	$6,734
B & G Assist Varsity/Diving	0.100	$4,209	0.110	$4,630	0.120	$5,051
Varsity Diving w/1 add'l diving team	0.140	$5,893	0.150	$6,314	0.160	$6,734
Boys & Girls MS	0.070	$2,946	0.075	$3,157	0.080	$3,367
Boys & Girls MS Assist	0.050	$2,105	0.060	$2,525	0.065	$2,736
Wrestling						
Varsity	0.140	$5,893	0.150	$6,314	0.160	$6,734
Assist Varsity	0.100	$4,209	0.110	$4,630	0.120	$5,051
JV	0.100	$4,209	0.110	$4,630	0.120	$5,051
MS	0.070	$2,946	0.075	$3,157	0.080	$3,367

Supplemental Responsibilty	Step 1 (0-4 years)		Step 2 (5-9 years)		Step 3 (10 & over Yrs)	
ATHLETIC ADMINISTRATION	**Index**	**Salary**	**Index**	**Salary**	**Index**	**Salary**
Baseball/Softball						
Varsity	0.125	$5,261	0.140	$5,893	0.150	$6,314
Assist Varsity	0.090	$3,788	0.105	$4,419	0.115	$4,840
JV	0.090	$3,788	0.105	$4,419	0.115	$4,840
Track						
Boys Varsity	0.125	$5,261	0.140	$5,893	0.150	$6,314
Girls Varsity	0.125	$5,261	0.140	$5,893	0.150	$6,314
Boys Assist Varsity	0.090	$3,788	0.105	$4,419	0.115	$4,840
Girls Assist Varsity	0.090	$3,788	0.105	$4,419	0.115	$4,840
Boys MS	0.065	$2,736	0.075	$3,157	0.080	$3,367
Girls MS	0.065	$2,736	0.075	$3,157	0.080	$3,367
Boys MS Assist	0.050	$2,105	0.060	$2,525	0.065	$2,736
Girls MS Assist	0.050	$2,105	0.060	$2,525	0.065	$2,736
Cross Country						
Boys & Girls Varsity	0.125	$5,261	0.140	$5,893	0.150	$6,314
Boys & Girls Assist Varsity	0.090	$3,788	0.105	$4,419	0.115	$4,840
MS	0.070	$2,946	0.075	$3,157	0.085	$3,578
Golf						
Boys Varsity	0.085	$3,578	0.095	$3,999	0.100	$4,209
Girls Varsity	0.085	$3,578	0.095	$3,999	0.100	$4,209
Bowling						
Varsity	0.085	$3,578	0.095	$3,999	0.100	$4,209
Volleyball						
Varisty	0.140	$5,893	0.150	$6,314	0.160	$6,734
Assist Varsity	0.100	$4,209	0.110	$4,630	0.120	$5,051
JV	0.100	$4,209	0.110	$4,630	0.120	$5,051
Freshman	0.090	$3,788	0.100	$4,209	0.110	$4,630
8th Grade	0.070	$2,946	0.075	$3,157	0.080	$3,367
7th Grade	0.070	$2,946	0.075	$3,157	0.080	$3,367
Cheerleading						
Varsity	0.130	$5,472	0.140	$5,893	0.150	$6,314
JV/ Assist Varsity	0.060	$2,525	0.065	$2,736	0.070	$2,946
MS	0.055	$2,315	0.065	$2,736	0.070	$2,946

Supplemental Responsibilty ATHLETIC ADMINISTRATION	Step 1 (0-4 years) Index	 Salary	Step 2 (5-9 years) Index	 Salary	Step 3 (10 & over Yrs) Index	 Salary
Music						
Marching Band	0.130	$5,472	0.140	$5,893	0.150	$6,314
Assist Band Director	0.098	$4,125	0.105	$4,419	0.113	$4,756
Pep Band Director	0.035	$1,473	0.040	$1,684	0.045	$1,894
Drill Team Advisor	0.045	$1,894	0.050	$2,105	0.055	$2,315
Vocal Music Director	0.040	$1,684	0.045	$1,894	0.050	$2,105
Special Responsibilities						
HS Play Director/Hourglass						
2 plays	0.095	$3,999	0.100	$4,209	0.105	$4,419
1 play	0.055	$2,315	0.060	$2,525	0.065	$2,736
Unit Leader/Coordinator	0.055	$2,315	0.060	$2,525	0.065	$2,736
Department Chairperson	0.055	$2,315	0.060	$2,525	0.065	$2,736
PreSchool Coordinator	0.055	$2,315	0.060	$2,525	0.065	$2,736
Entry Year						
Lead Mentor - $1,500		$1,500				
Resident Educator = $1,000		$1,000				
Publications						
Yearbook Advisor	0.080	$3,367	0.090	$3,788	0.100	$4,209
Yearbook (w/class)	0.045	$1,894	0.050	$2,105	0.055	$2,315
HS Newspaper	0.045	$1,894	0.050	$2,105	0.055	$2,315
Class Advisors						
Senior Class	0.045	$1,894	0.050	$2,105	0.055	$2,315
Junior Class	0.045	$1,894	0.050	$2,105	0.055	$2,315
Sophomore Class	0.039	$1,642	0.044	$1,852	0.049	$2,062
Freshman Class	0.039	$1,642	0.044	$1,852	0.049	$2,062
MS Classes	0.039	$1,642	0.044	$1,852	0.049	$2,062
8th Grade Trip Advisor - $1,000		$1,000				
6th Grade Trip Advisor - $1,000		$1,000				

Supplemental Responsibilty ATHLETIC ADMINISTRATION	Step 1 (0-4 years) Index	 Salary	Step 2 (5-9 years) Index	 Salary	Step 3 (10 & over Yrs) Index	 Salary
Club Advisors						
Academic Challenge Team (HS)	0.075	$3,157	0.085	$3,578	0.095	$3,999
Academic Challenge Team (Jr. High)	0.025	$1,052	0.030	$1,263	0.035	$1,473
Academic Challenge Team (Elem.)	0.025	$1,052	0.030	$1,263	0.035	$1,473
Student Government	0.045	$1,894	0.050	$2,105	0.055	$2,315
National Honor Society	0.030	$1,263	0.035	$1,473	0.040	$1,684
Varsity M	0.030	$1,263	0.035	$1,473	0.040	$1,684
International Club	0.030	$1,263	0.035	$1,473	0.040	$1,684
SADD	0.030	$1,263	0.035	$1,473	0.040	$1,684
Medicaid Srvc Provider - $2,000		$2,000				
Robotics Coach - $1,000		$1,000				
HOURLY PAY RESPONSIBILITIES						
Home Instruction/Summer Pgm Instructor/Tutor - $30.00/hour						
Adult Education (FFA) - $15.00/hour						
Detention Supervisor - $20.00/hour						
Jr High Athletic Supervisor - $12.00/hour						
College Credit Plus Teacher $2,500/120 hours of instruction						

MARGARETTA LOCAL SCHOOLS
SUPPLEMENTAL DUTY SALARY SCHEDULE
SCHOOL YEAR 2026-2027

Base salary: $43,353

Supplemental Responsibilty	Step 1 (0-4 years)		Step 2 (5-9 years)		Step 3 (10 & over Yrs)	
ATHLETIC ADMINISTRATION	Index	Salary	Index	Salary	Index	Salary
Assist AD	0.185	$8,020	0.198	$8,584	0.212	$9,191
Strength and Conditioning Coach	0.180	$7,804	0.190	$8,237	0.200	$8,671
Football						
Varsity Coach	0.180	$7,804	0.190	$8,237	0.200	$8,671
Assist Varsity	0.120	$5,202	0.130	$5,636	0.140	$6,069
Freshman	0.110	$4,769	0.120	$5,202	0.130	$5,636
Assist Freshman	0.085	$3,685	0.095	$4,119	0.105	$4,552
8th Grade	0.075	$3,251	0.085	$3,685	0.095	$4,119
7th Grade	0.075	$3,251	0.085	$3,685	0.095	$4,119
8th Grade Assist	0.060	$2,601	0.070	$3,035	0.080	$3,468
7th Grade Assist	0.060	$2,601	0.070	$3,035	0.080	$3,468
Equipmt Mgr - $1,200		$1,200				
Basketball						
Boys Varsity	0.180	$7,804	0.190	$8,237	0.200	$8,671
Girls Varsity	0.180	$7,804	0.190	$8,237	0.200	$8,671
Boys/Girls Assist Varsity	0.120	$5,202	0.130	$5,636	0.140	$6,069
Boys JV	0.120	$5,202	0.130	$5,636	0.140	$6,069
Girls JV	0.120	$5,202	0.130	$5,636	0.140	$6,069
Boys Freshman	0.090	$3,902	0.100	$4,335	0.110	$4,769
Girls Freshman	0.090	$3,902	0.100	$4,335	0.110	$4,769
Boys 8th Grade	0.075	$3,251	0.085	$3,685	0.095	$4,119
Girls 8th Grade	0.075	$3,251	0.085	$3,685	0.095	$4,119
Boys 7th Grade	0.075	$3,251	0.085	$3,685	0.095	$4,119
Girls 7th Grade	0.075	$3,251	0.085	$3,685	0.095	$4,119
Swimming						
Boys & Girls Varsity	0.140	$6,069	0.150	$6,503	0.160	$6,936
B & G Assist Varsity/Diving	0.100	$4,335	0.110	$4,769	0.120	$5,202
Varsity Diving w/1 add'l diving team	0.140	$6,069	0.150	$6,503	0.160	$6,936
Boys & Girls MS	0.070	$3,035	0.075	$3,251	0.080	$3,468
Boys & Girls MS Assist	0.050	$2,168	0.060	$2,601	0.065	$2,818
Wrestling						
Varsity	0.140	$6,069	0.150	$6,503	0.160	$6,936
Assist Varsity	0.100	$4,335	0.110	$4,769	0.120	$5,202
JV	0.100	$4,335	0.110	$4,769	0.120	$5,202
MS	0.070	$3,035	0.075	$3,251	0.080	$3,468

Supplemental Responsibilty	Step 1 (0-4 years)		Step 2 (5-9 years)		Step 3 (10 & over Yrs)	
ATHLETIC ADMINISTRATION	**Index**	**Salary**	**Index**	**Salary**	**Index**	**Salary**
Baseball/Softball						
Varsity	0.125	$5,419	0.140	$6,069	0.150	$6,503
Assist Varsity	0.090	$3,902	0.105	$4,552	0.115	$4,986
JV	0.090	$3,902	0.105	$4,552	0.115	$4,986
Track						
Boys Varsity	0.125	$5,419	0.140	$6,069	0.150	$6,503
Girls Varsity	0.125	$5,419	0.140	$6,069	0.150	$6,503
Boys Assist Varsity	0.090	$3,902	0.105	$4,552	0.115	$4,986
Girls Assist Varsity	0.090	$3,902	0.105	$4,552	0.115	$4,986
Boys MS	0.065	$2,818	0.075	$3,251	0.080	$3,468
Girls MS	0.065	$2,818	0.075	$3,251	0.080	$3,468
Boys MS Assist	0.050	$2,168	0.060	$2,601	0.065	$2,818
Girls MS Assist	0.050	$2,168	0.060	$2,601	0.065	$2,818
Cross Country						
Boys & Girls Varsity	0.125	$5,419	0.140	$6,069	0.150	$6,503
Boys & Girls Assist Varsity	0.090	$3,902	0.105	$4,552	0.115	$4,986
MS	0.070	$3,035	0.075	$3,251	0.085	$3,685
Golf						
Boys Varsity	0.085	$3,685	0.095	$4,119	0.100	$4,335
Girls Varsity	0.085	$3,685	0.095	$4,119	0.100	$4,335
Bowling						
Varsity	0.085	$3,685	0.095	$4,119	0.100	$4,335
Volleyball						
Varisty	0.140	$6,069	0.150	$6,503	0.160	$6,936
Assist Varsity	0.100	$4,335	0.110	$4,769	0.120	$5,202
JV	0.100	$4,335	0.110	$4,769	0.120	$5,202
Freshman	0.090	$3,902	0.100	$4,335	0.110	$4,769
8th Grade	0.070	$3,035	0.075	$3,251	0.080	$3,468
7th Grade	0.070	$3,035	0.075	$3,251	0.080	$3,468
Cheerleading						
Varsity	0.130	$5,636	0.140	$6,069	0.150	$6,503
JV/ Assist Varsity	0.060	$2,601	0.065	$2,818	0.070	$3,035
MS	0.055	$2,384	0.065	$2,818	0.070	$3,035

Supplemental Responsibilty ATHLETIC ADMINISTRATION	Step 1 (0-4 years) Index	 Salary	Step 2 (5-9 years) Index	 Salary	Step 3 (10 & over Yrs) Index	 Salary
Music						
Marching Band	0.130	$5,636	0.140	$6,069	0.150	$6,503
Assist Band Director	0.098	$4,249	0.105	$4,552	0.113	$4,899
Pep Band Director	0.035	$1,517	0.040	$1,734	0.045	$1,951
Drill Team Advisor	0.045	$1,951	0.050	$2,168	0.055	$2,384
Vocal Music Director	0.040	$1,734	0.045	$1,951	0.050	$2,168
Special Responsibilities						
HS Play Director/Hourglass						
2 plays	0.095	$4,119	0.100	$4,335	0.105	$4,552
1 play	0.055	$2,384	0.060	$2,601	0.065	$2,818
Unit Leader/Coordinator	0.055	$2,384	0.060	$2,601	0.065	$2,818
Department Chairperson	0.055	$2,384	0.060	$2,601	0.065	$2,818
PreSchool Coordinator	0.055	$2,384	0.060	$2,601	0.065	$2,818
Entry Year						
Lead Mentor - $1,500		$1,500				
Resident Educator = $1,000		$1,000				
Publications						
Yearbook Advisor	0.080	$3,468	0.090	$3,902	0.100	$4,335
Yearbook (w/class)	0.045	$1,951	0.050	$2,168	0.055	$2,384
HS Newspaper	0.045	$1,951	0.050	$2,168	0.055	$2,384
Class Advisors						
Senior Class	0.045	$1,951	0.050	$2,168	0.055	$2,384
Junior Class	0.045	$1,951	0.050	$2,168	0.055	$2,384
Sophomore Class	0.039	$1,691	0.044	$1,908	0.049	$2,124
Freshman Class	0.039	$1,691	0.044	$1,908	0.049	$2,124
MS Classes	0.039	$1,691	0.044	$1,908	0.049	$2,124
8th Grade Trip Advisor - $1,000		$1,000				
6th Grade Trip Advisor - $1,000		$1,000				

Supplemental Responsibilty ATHLETIC ADMINISTRATION	Step 1 (0-4 years) Index	 Salary	Step 2 (5-9 years) Index	 Salary	Step 3 (10 & over Yrs) Index	 Salary
Club Advisors						
Academic Challenge Team (HS)	0.075	$3,251	0.085	$3,685	0.095	$4,119
Academic Challenge Team (Jr. High)	0.025	$1,084	0.030	$1,301	0.035	$1,517
Academic Challenge Team (Elem.)	0.025	$1,084	0.030	$1,301	0.035	$1,517
Student Government	0.045	$1,951	0.050	$2,168	0.055	$2,384
National Honor Society	0.030	$1,301	0.035	$1,517	0.040	$1,734
Varsity M	0.030	$1,301	0.035	$1,517	0.040	$1,734
International Club	0.030	$1,301	0.035	$1,517	0.040	$1,734
SADD	0.030	$1,301	0.035	$1,517	0.040	$1,734
Medicaid Srvc Provider - $2,000		$2,000				
Robotics Coach - $1,000		$1,000				
HOURLY PAY RESPONSIBILITIES						
Home Instruction/Summer Pgm Instructor/Tutor - $30.00/hour						
Adult Education (FFA) - $15.00/hour						
Detention Supervisor - $20.00/hour						
Jr High Athletic Supervisor - $12.00/hour						
College Credit Plus Teacher $2,500/120 hours of instruction						

APPENDIX C

MARGARETTA LOCAL SCHOOL DISTRICT
GRIEVANCE REPORT FORM

Grievance #_____

Prepare four (4) copies and submit to the Chairperson of the Margaretta Teachers Association's Grievance Committee.

Grievant _____

School Building _____ Principal _____

School Address _____

School Telephone No. (___) _____

Home Address _____

Home Telephone No. (___) _____

Person or Persons to Whom Grievance is Directed _____

_____

CONTRACT SECTION BEING GRIEVED:

(Give the specific language and the specific source(s) in the Master Agreement that have been misinterpreted, violated, misapplied or infringed upon.)

_____

_____

_____

_____

ACTION REQUESTED:

_____

_____

_____

Date of Informal Hearing Held in Step 1 _____

_____ _____
Signature of Grievant Date

_____ _____
Signature of Chairperson of Grievance Committee Date

STEP 2

Date of Formal Filing _____

Decision and Reasons by Principal:

_____

_____

_____

_____

_____ _____
Signature of Principal Date

Copy of Decision to:

_____ _____
Chairperson of Grievance Committee Date

STEP 3

Request for Hearing by Superintendent:

_____

_____

_____ _____
Signature of Grievant Date

_____ _____
Signature of Chairperson of Grievance Committee Date

Date of Receipt in Superintendent's Office: _____

Decision and Reasons by Superintendent: _____

_____

_____

_____ _____

Signature of Superintendent Date

Copy of Decision to:

_____ _____

Chairperson of Grievance Committee Date

STEP 4

Request for Hearing by Board of Education:

_____

_____

_____ _____

Signature of Grievant Date

_____ _____

Signature of Chairperson of Grievance Committee Date

Date of Receipt in Treasurer's Office: _____

Decision and Reasons by Board of Education: _____

_____

_____

_____ _____

Signature of Treasurer Date

Copy of Decision to:

_____ _____

Chairperson of Grievance Committee Date

STEP 5

Request for Arbitration: _____

_____

_____

Submit to the Treasurer a copy of the original grievance, the Principal's reply, the Superintendent's reply, and the Board's reply.

_____ _____

Signature of Grievant Date

_____ _____

Signature of Chairperson of Grievance Committee Date

Date of Receipt in Treasurer's Office: _____

The Arbitrator's decision shall be attached to the form when received by the Superintendent and then sent to the Chairperson of the Grievance Committee.

Informal Observation: General Form

Teacher Name_____ Grade(s)/Subject Area(s): _____

Evaluator Name:_____ Date: ___/___/___

Time Walkthrough Begins:_____ Time Walkthrough Ends:_____

Directions: This form serves as a record of an informal walkthrough by the teacher's evaluator. The evaluator will likely not observe all the teaching elements listed below in any one informal observation. This record, along with records of additional informal observations, will be used to inform the summative evaluation of the teacher.

EVALUATOR OBSERVATIONS	
☐ Instruction is developmentally appropriate	☐ Lesson content is linked to previous and future learning
☐ Learning outcomes and goals are clearly communicated to students	☐ Classroom learning environment is safe and conducive to learning
☐ Varied instructional tools and strategies reflect student needs and learning objectives	☐ Teacher provides students with timely and responsive feedback
☐ Content presented is accurate and grade appropriate	☐ Instructional time is used effectively
☐ Teacher connects lesson to real-life applications	☐ Routines support learning goals and activities
☐ Instruction and lesson activities are accessible and challenging for students	☐ Multiple methods of assessment of student learning are utilized to guide instruction
☐ Other:	☐ Other:

Evaluator Summary Comments:

Recommendations for Focus of Informal Observations:

Evaluator Signature:_____

□ Photocopy to Teacher

MARGARETTA LOCAL SCHOOL DISTRICT
TEACHER CLASSROOM OBSERVATION FORM

Teacher _____

Observer _____

Grade/Subject _____

Observation Date _____

Appraisal Scale:	P	=	Proficient
	G	=	Items Leading to Growth
	NI	=	Needs Improvement
	NO	=	Not Observed

Starting Time _____ Ending Time _____

I.A. INSTRUCTIONAL PROCEDURES (Classroom Teachers Only)

_____ Evidence of planning
_____ Organization of instructional procedures
_____ Provides for differences in capacities of pupils
_____ Use of resourceful techniques
_____ Use of appropriate procedures to evaluate student learning
_____ Skill in presentation
_____ Student participation
_____ Knowledge of subject matter

I.B. PROFESSIONAL PROCEDURES (Non-Classroom Teachers Only)

_____ Evidence of planning/personal organization
_____ Organization of professional procedures
_____ Use of resourceful techniques
_____ Use of appropriate procedures to evaluate working relationships/student aides
_____ Skill in providing educational and professional services
_____ Knowledge of professional area
_____ Total school involvement as it relates to assignment

II. MANAGEMENT SKILLS

_____ Organization of materials and supplies
_____ Renders prompt and accurate reports
_____ Follows written Board and Administration policies, procedures and regulations
_____ Maintains student discipline
_____ Organization of classroom

III. PUPIL-TEACHER RELATIONSHIPS

_____ Helps child to develop and maintain good self-concept
_____ Establishes good rapport

Observer's Comments:

Teacher's Comments:

_____
Observer's Signature

_____
Teacher's Signature

_____
Conference Date

The signature of the teacher does not indicate agreement with the ratings or comments but rather that he/she received a copy of this form.

(Additional pages may be used as desired)

MARGARETTA LOCAL SCHOOL DISTRICT
TEACHER SUMMATIVE EVALUATION FORM

Teacher _____

Observer _____

Grade/Subject _____

Observation Date _____

Appraisal Scale:	P	=	Proficient
	G	=	Items Leading to Growth
	NI	=	Needs Improvement
	NO	=	Not Observed

I.A. INSTRUCTIONAL PROCEDURES (Classroom Teachers Only)

_____ Evidence of planning
_____ Organization of instructional procedures
_____ Provides for differences in capacities of pupils
_____ Use of resourceful techniques
_____ Use of appropriate procedures to evaluate student learning
_____ Skill in presentation
_____ Student participation
_____ Knowledge of subject matter

I.B. PROFESSIONAL PROCEDURES (Non-Classroom Teachers Only)

_____ Evidence of planning/personal organization
_____ Organization of professional procedures
_____ Use of resourceful techniques
_____ Use of appropriate procedures to evaluate working relationships/student aides
_____ Skill in providing educational and professional services
_____ Knowledge of professional area
_____ Total school involvement as it relates to assignment

II. MANAGEMENT SKILLS

_____ Organization of materials and supplies
_____ Renders prompt and accurate reports
_____ Follows written Board and administration policies, procedures and regulations
_____ Maintains student discipline
_____ Organization of Classroom

III. PUPIL-TEACHER RELATIONSHIPS

_____ Helps child to develop and maintain good self-concept
_____ Establishes good rapport

IV. PARENT-TEACHER RELATIONSHIPS

_____ Encourages conferences with parents when appropriate
_____ Conducts conferences in a professional manner
_____ Communicates in a professional manner

V. STAFF-TEACHER RELATIONSHIPS

_____ Works in a positive manner with school personnel (human relations)
_____ Maintains communication

VI. PERSONAL CHARACTERISTICS

_____ Reliable
_____ Adaptable

VII. PROFESSIONAL IMPROVEMENT

_____ Makes reasonable effort to improve professional performance

Administrator's Comments:

Teacher's Comments:

This summative rating of the above-named teacher for this school year is (check one):

_____ Proficient

_____ Items Leading to Growth

_____ Needs Improvement

_____ _____

Evaluator's Signature Date

_____ _____

Teacher's Signature Date

The signature of the teacher does not indicate agreement with the evaluation but rather that he/she has received a copy of the form.

(Additional pages may be used as desired)

MARGARETTA LOCAL SCHOOL DISTRICT
TEACHER ACTION/IMPROVEMENT PLAN

Note: This form shall be completed by the Evaluator and given to the Teacher when deficiencies are noted in the teacher evaluation process.

A. Specific Recommendations Regarding Any Improvements Needed:

B. Specific Recommendations Regarding the Means by Which the Bargaining Unit Member May Obtain Assistance in Making Such Improvements.

C. Specifications the Observer/Evaluator Shall Do to Assist the Bargaining Unit Member to Rectify Any Performance Difficulties.

(Additional pages may be attached as needed)

MARGARETTA LOCAL SCHOOLS

SUPPLEMENTAL DUTY EVALUATION FORM

The success of the supplemental duty program is an important part of the total school program. These activities offer all students an opportunity to pursue those special interests apart from the regular school day. The effective person should be monitored to provide feedback to enhance his/her performance and insure a positive assessment of his/her performance.

Objectives are to:

1. facilitate communication;

2. foster job satisfaction; and

3. provide an assessment of the employee=s performance and recognize outstanding contributions.

Criteria for effective performance shall include:

1. Leadership: Sets positive examples of ethics, respect, politeness, and enthusiasm. Uses creative ideas, accepts responsibility and effectively motivates others.

2. Management Skills: When applicable, maintains accurate records and budgets and is accountable for equipment and supplies. Turns in written reports as required.

3. Organizational Abilities: Plans events and/or performances, enforces rules and policies, uses effective supervision, accepts and meets necessary deadlines.

4. Interpersonal Relations: Works well with students, staff, parents and community. Communicates to all with a positive attitude toward the activity.

Name _____ Supplemental Duty _____

		PROFICIENT	ITEMS LEADING TO GROWTH	SERIOUS PROBLEMS
1.	Understands the purpose of the activity	( )	( )	( )
2.	Understands the concept of the activity and/or student participation	( )	( )	( )
3.	Follows the written job description	( )	( )	( )
4.	Assists students/staff in the performance of their duties (particularly the disposition of monies)	( )	( )	( )
5.	Communicates with faculty and administration	( )	( )	( )
6.	Knows the functions of his/her job	( )	( )	( )
7.	Knows where to go for help and assistance	( )	( )	( )
8.	Participates in activities to increase skills in his/her field	( )	( )	( )
9.	Works well with others by displaying good human relation skills	( )	( )	( )
10.	Has a sense of humor, is patient and willing to devote the time required to have a worthwhile activity	( )	( )	( )
A.	Leadership	( )	( )	( )
B.	Management Skills	( )	( )	( )
C.	Organizational Abilities	( )	( )	( )
D.	Student Relations	( )	( )	( )
E.	Staff Relations	( )	( )	( )
F.	School/Parent/Community Relations	( )	( )	( )

Comments by Evaluator:

Comments by Employee:

Teacher's Signature _____ Date _____

Evaluator's Signature _____ Date _____

MARGARETTA LOCAL SCHOOLS

HEAD COACH EVALUATION FORM

Coach:_____ **Date:**_____ **Sport:**_____

Minimum Qualifications	Effective (5)	Satisfactory (3)	Ineffective (0)
Sport specific coaching skills verified			
Non-traditional schedule availability			
Comprehensive understanding of interscholastic athletic program regulations			
Displays flexibility, reliability, self-discipline and willingness to take on challenging tasks			
Effective communication, problem-solving and time management skills			
Embodies high ethical standards/integrity. Accepts responsibility for personal decisions/conduct			
Maintains a record free of criminal violations			
Successful completion of CPR, AED and NFHS fundamentals of coaching and concussion awareness			
Physical Demands: Duties require lifting/moving heavy athletic equipment			
Essential Functions			
Provides direction, support & accountability			
Attends mandatory programs			
Conducts program risk assessments			
Directs the preparation/restoration of shared activity sites. Maintains orderly work/storage areas			
Protects district property			
Verifies accuracy of correspondence			
Publicizes program information			
Trains assistant coaches in methods & duties effectively			
Conducts unbiased, professional tryouts			
Verifies medical authorization forms. Keeps readily available			
Ensures equipment is appropriate			
All athletes receive appropriate instruction, support and opportunities to participate			
Instructs participants in physical conditioning tactics			
Promotes sportsmanship			
Coordinates off-season activities			
Evaluates individual/team performance			
Conveys accurately with appropriate media as directed			
Ensures program activities are self-sustaining			
Helps students develop fundraising proposals			
Complies with district accounting procedures			
Evaluates operational performance			
Exemplifies professionalism			
Complies with drug-free workplace rules, board policies and administrative guidelines/procedures			
Contributes to an effective working environment			

	Effective (5)	Satisfactory (3)	Ineffective (0)
Encourages community involvement			
Functions as part of a cohesive team			
Keeps an acceptable attendance record/punctual			
Maintains a professional appearance			
Respects privacy			
Maintains open/effective communications			
Prepares and maintains accurate records			
Provides prompt notification of personal delays or absences			
Refers policy interpretation questions to an appropriate administrator			
Seeks clarification when directives are unclear			
Uses active listening/problem solving techniques			
Pursues opportunities to enhance personal performance			
Keeps current with professional standards associates with work duties			
Updates personal skills as needed to use task appropriate technology effectively			
Keeps informed about workplace safety procedures			
Implements effective pupil management procedures			
Maintains high standards for appropriate conduct			
Manages student behavior using positive behavior support techniques			
Performs other specific job-related duties as directed			
Helps implement workplace initiatives that advance organizational goals			
Safety. Must comply with applicable workplace safety regulations, health laws and district protocols if duties involve any of the following situations: Encounters with angry, rude or unpleasant individuals, exposure to air-borne particulates, chemicals, combustible materials, electrical hazards, equipment vibrations, noise, moving mechanical parts, odors, slippery/uneven surfaces, blood-borne pathogens, communicable disease, weather conditions/ temperature extremes, extensive standing/sitting, operating and/or riding in a vehicle, performing difficult tasks, traveling to meetings/work assignments, working at heights, confined spaces and/or under diminished lighting			
Reports suspected child abuse/neglect to CS as required by law			
Overall Rating	Effective	Satisfactory	Ineffective
	275-233	232-180	179-0

Comments:

I verify that this appraisal is accurate, to the best of my judgment, and reflects my true professional opinion of the administrative performance of the herein-named administrator.

Athletic Director Signature _____ Date _____

I acknowledge that I have been informed of the contents of this evaluation.

Coach Signature _____ Date _____

I exercise my right to respond in writing to the appraisal of my administrative performance.

Coach Signature _____ Date _____

APPENDIX D-7

MARGARETTA LOCAL SCHOOLS

ASSISTANT COACH EVALUATION FORM

Sport:_____ Head Coach:_____

Assistant Coach:_____ Position:_____

		Effective	Needs Improvement	Unsatisfactory
1.	Loyalty to head coach and system			
2.	Care of equipment			
3.	Knowledge of sport			
4.	Teaching ability			
5.	Ability to motivate			
6.	Rapport between coach and players			
7.	Intensity of interest in coaching this sport			
8.	Supervision of players in locker room and other areas			
9.	Rapport between coach and rest of coaching staff			
10.	Accepts duties given by head coach			
11.	General evaluation of this coach by:			
	a. Head coach			
	b. Athletic administrator			

COMMENTS:

The coach's signature indicates that all phases of the appraisal have been conducted with the full knowledge of the coach.

Head coach's signature_____ Date_____

Assistant coach's signature_____ Date_____

Athletic administrator's signature_____ Date_____

Circle one:

Successful: To be recommended for continued assignment.

Needs Improvement: To be recommended for reassignment, provided an understanding can be reached in areas where improvement is suggested.

Unsatisfactory: Not to be recommended for continued assignment.

APPENDIX E

LETTER OF INTENT

In order to plan accordingly for the _____-_____ school year we need to know your intentions and requests. Please mark (T) the appropriate line(s) below. You may wish to request a transfer if openings develop. Mark #4 if you would be interested in transferring (a) to a different grade level or subject area in which you are licensed (**teaching staff**) or (b) to a different job for which you are qualified (**non-teaching staff**) and list your preference(s). Also, list any supplemental position(s) in which you have an interest.

1. _____ I plan to **RETURN** to the Margaretta Local School District next year.
2. _____ I plan to **RETIRE** and will not be returning next school year.
3. _____ **I DO NOT PLAN TO RETURN** next school year.
4. _____ I wish to **REQUEST a TRANSFER** (if an opening occurs) to the following positions:

   _____

   _____

   _____

   _____
5. _____ I am interested in the following **SUPPLEMENTAL** position(s):

   _____

   _____

   _____

   _____

Name _____

Building _____

Current Position _____

Date _____

(Please **RETURN** to your Principal or Supervisor by _____(date)_____.

The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. NOTE: Information about the cost of this plan (called the premium) will be provided separately. This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage, call 800-540-2583. For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other underlined terms, see the Glossary. You can view the Glossary at MedMutual.com/SBC or call 800-540-2583 to request a copy.

Important Questions	Answers	Why This Matters:
What is the overall deductible?	**$500**/single, **$1,000**/family Network **$500**/single, **$1,000**/family Non-Network	Generally, you must pay all of the costs from providers up to the **deductible** amount before this **plan** begins to pay. If you have other family members on the **plan**, each family member must meet their own individual **deductible** until the total amount of **deductible** expenses paid by all family members meets the overall family **deductible.**
Are there benefit changes related to COVID-19?	Yes, in accordance with Families First Coronavirus Response Act and Ohio Department of Insurance Bulletin 2020-05.	Testing for COVID-19 is covered with no member cost sharing. Also, all treatment related to a COVID-19 diagnosis is covered as an emergency service, at the in-network benefit level.
Are there services covered before you meet your deductible?	**Yes. Certain preventive care and all services with copayments are covered and paid by the plan before you meet your deductible.**	This **plan** covers some items and services even if you haven't yet met the **deductible** amount. But a **copayment** or **coinsurance** may apply. For example, this **plan** covers certain **preventive services** without **cost-sharing** and before you meet your **deductible**. See a list of covered **preventive services** at https://www.healthcare.gov/coverage/preventive-care-benefits/.
Are there other deductibles for specific services?	No	You don't have to meet **deductibles** for specific services.
What is the out-of-pocket limit for this plan?	**Coinsurance Limit:** **$1,000**/single, **$2,000**/family Network **$2,500**/single, **$5,000**/family Non-Network **Out-of-pocket Limit:** **$1,500**/single, **$3,000**/family Network **$3,000**/single, **$6,000**/family Non-Network	The **out-of-pocket limit** is the most you could pay in a year for covered services. If you have other family members in this **plan**, they have to meet their own **out-of-pocket limits** until the overall family **out-of-pocket limit** has been met.

Important Questions	Answers	Why This Matters:
What is not included in the out-of-pocket limit?	Deductibles, premiums, balance-billed charges and health care this plan doesn't cover. Certain specialty pharmacy drugs are considered non-essential health benefits and fall outside the out-of-pocket limits.	Even though you pay these expenses, they don't count toward the out-of-pocket limit. The cost of these drugs (though reimbursed by the manufacturer at no cost to you) will not be applied towards satisfying your out-of-pocket maximums.
Will you pay less if you use a network provider?	Yes, See MedMutual.com/SBC or call 800-540-2583 for a list of participating providers.	This plan uses a provider network. You will pay less if you use a provider in the plan's network. You will pay the most if you use an out-of-network provider, and you might receive a bill from a provider for the difference between the provider's charge and what your plan pays (balance billing). Be aware your network provider might use an out-of-network provider for some services (such as lab work). Check with your provider before you get services.
Do you need a referral to see a specialist?	No	You can see the specialist you choose without a referral.

All coinsurance costs shown in this chart are after your deductible has been met, if a deductible applies. Services with copayments are covered before you meet your deductible, unless otherwise specified.

Common Medical Event	Services You May Need	What You Will Pay: Network Provider (You will pay the least)	What You Will Pay: Out-of-Network Provider (You will pay the most)	Limitations, Exceptions, & Other Important Information
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	$25 copay/visit	$25 copay/visit, 30% coinsurance	None
	Specialist visit	$40 copay/visit	$40 copay/visit, 30% coinsurance	None
	Preventive care/screening/ immunization	No charge	$25 copay/visit, 30% coinsurance	You may have to pay for services that aren't preventive. Ask your provider if the services you need are preventive. Then check what your plan will pay for.
If you have a test	Diagnostic test (x-ray, blood work)	10% coinsurance	30% coinsurance	None
	Imaging (CT/PET scans, MRIs)	10% coinsurance	30% coinsurance	None

Common Medical Event	Services You May Need	What You Will Pay: Network Provider (You will pay the least)	What You Will Pay: Out-of-Network Provider (You will pay the most)	Limitations, Exceptions, & Other Important Information
If you need drugs to treat your illness or condition More information is available at www.ExpressScripts.com	Generic Copay – Retail Generic Copay – Mail Order Generic Copay – Specialty Mail Order Preferred Copay – Retail Preferred Copay – Mail Order Preferred Copay – Specialty Mail Order Non- Preferred Copay – Retail Non- Preferred Copay – Mail Order Non-Preferred Copay – Specialty Mail Order	$7.50 $15 $15 $25 $50 $50 $50 $100 $100	Does Not Apply Does Not Apply Does Not Apply Does Not Apply Does Not Apply Does Not Apply Does Not Apply Does Not Apply Does Not Apply	Covers up to a 30-day supply Covers up to a 90-day supply Covers up to a 30-day supply Covers up to a 30-day supply Covers up to a 90-day supply Covers up to a 30-day supply Covers up to a 30-day supply Covers up to a 90-day supply Covers up to a 30-day supply
	See HESE Health Benefit Plan Prescription Drug Summary for further information.			
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	10% coinsurance	30% coinsurance	None
	Physician/surgeon fees (outpatient)	10% coinsurance	30% coinsurance	None
If you need immediate medical attention	Emergency room care	$100 copay/visit		None
	Emergency medical transportation	10% coinsurance	30% coinsurance	None
	Urgent care	$40 copay/visit	$40 copay/visit, 30% coinsurance	None
If you have a hospital stay	Facility fee (e.g., hospital room)	10% coinsurance	30% coinsurance	None
	Physician/surgeon fees (inpatient)	10% coinsurance	30% coinsurance	None
If you need mental health, behavioral health, or substance abuse services	Outpatient services	Benefits paid based on corresponding medical benefits		None
	Inpatient services	Benefits paid based on corresponding medical benefits		None

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you are pregnant	Office visits	No charge	30% coinsurance	Cost sharing does not apply to certain preventive services. Depending on the type of services, copay, coinsurance or deductible may apply. Maternity care may include tests and services described elsewhere in the SBC (i.e., ultrasound).
	Childbirth/delivery professional services	10% coinsurance	30% coinsurance	None
	Childbirth/delivery facility services	10% coinsurance	30% coinsurance	None
If you need help recovering or have other special health needs	Home health care	10% coinsurance	30% coinsurance	None
	Rehabilitation services (Physical Therapy)	10% coinsurance	30% coinsurance	(40 visits per benefit period, combined with Occupational Therapy)
	Habilitation services (Occupational Therapy)	10% coinsurance	30% coinsurance	(40 visits per benefit period, combined with Physical Therapy)
	Habilitation services (Speech Therapy)	10% coinsurance	30% coinsurance	(20 visits per benefit period)
	Skilled nursing care	10% coinsurance	30% coinsurance	None
	Durable medical equipment	10% coinsurance	30% coinsurance	None
	Hospice services	10% coinsurance	30% coinsurance	None
If your child needs dental or eye care	Children's eye exam	No charge	$25 copay/visit, 30% coinsurance	None
	Children's glasses	Not Covered		Excluded Service
	Children's dental check-up	Not Covered		Excluded Service

Excluded Services & Other Covered Services:

Services Your Plan Generally Does NOT Cover (Check your policy or plan document for more information and a list of any other excluded services.)		
• Acupuncture	• Dental Care (Adult)	• Non-emergency care when traveling outside of the U.S.
• Children's dental check-up	• Hearing Aids	• Routine Eye Care (Adult)
• Children's glasses	• Infertility Treatment	• Routine Foot Care
• Cosmetic Surgery	• Long-Term Care	• Weight Loss Programs

Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your plan document.)		
• Bariatric Surgery	• Chiropractic Care	• Private-Duty Nursing

Your Rights to Continue Coverage: There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is: the Department of Health and Human Services, Center for Consumer Information and Insurance Oversight, at 877-267-2323 x61565 or cciio.cms.gov. Other coverage options may be available to you, including buying individual insurance coverage through the Health Insurance Marketplace. For more information about the Marketplace, visit HealthCare.gov or call 800-318-2596.

Your Grievance and Appeals Rights: There are agencies that can help if you have a complaint against your plan for a denial of a claim. This complaint is called a grievance or appeal. For more information about your rights, look at the explanation of benefits you will receive for that medical claim. Your plan documents also provide complete information to submit a claim, appeal, or a grievance for any reason to your plan. For more information about your rights, this notice, or assistance, contact your plan at 800-540-2583.

Does this plan provide Minimum Essential Coverage? Yes

Minimum Essential Coverage generally includes plans, health insurance available through the Marketplace or other individual market policies, Medicare, Medicaid, CHIP, TRICARE, and certain other coverage. If you are eligible for certain types of Minimum Essential Coverage, you may not be eligible for the premium tax credit.

Does this plan meet the Minimum Value Standards? Yes

If your plan doesn't meet the Minimum Value Standards, you may be eligible for a premium tax credit to help you pay for a plan through the Marketplace.

To see examples of how this plan might cover costs for a sample medical situation, see the next section.

The coverage example numbers assume that the patient does not use an HRA or FSA. If you participate in an HRA or FSA and use it to pay for out-of-pocket expenses, then your costs may be lower.

About these Coverage Examples:

This is not a cost estimator. Treatments shown are just examples of how this plan might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your providers charge, and many other factors. Focus on the cost-sharing amounts (deductibles, copayments and coinsurance) and excluded services under the plan. Use this information to compare the portion of costs you might pay under different health plans. Please note these coverage examples are based on self-only coverage.

Peg is Having a Baby
(9 months of in-network pre-natal care and a hospital delivery)

The plan's overall deductible	$500
Specialist copay	$40
Hospital (facility) coinsurance	10%
Other coinsurance	10%

This EXAMPLE event includes services like:
Specialist office visits *(prenatal care)*
Childbirth/Delivery Professional Services
Childbirth/Delivery Facility Services
Diagnostic tests *(ultrasounds and blood work)*
Specialist visit *(anesthesia)*

Total Example Cost	$12,800
In this example, Peg would pay:	
Cost Sharing	
Deductibles	$500
Copayments	$0
Coinsurance	$1,000
What isn't covered	
Limits or exclusions	$100
The total Peg would pay is	**$1,600**

Managing Joe's Type 2 Diabetes
(a year of routine in-network care of a well-controlled condition)

The plan's overall deductible	$500
Specialist copay	$40
Hospital (facility) coinsurance	10%
Other coinsurance	10%

This EXAMPLE event includes services like:
Primary care physician office visits *(including disease education)*
Diagnostic tests *(blood work)*
Prescription drugs
Durable medical equipment *(glucose meter)*

Total Example Cost	$7,400
In this example, Joe would pay:	
Cost Sharing	
Deductibles	$100
Copayments	$200
Coinsurance	$0
What isn't covered	
Limits or exclusions	$6,000
The total Joe would pay is	**$6,300**

Mia's Simple Fracture
(in-network emergency room visit and follow up care)

The plan's overall deductible	$500
Specialist copay	$40
Hospital (facility) coinsurance	10%
Other coinsurance	10%

This EXAMPLE event includes services like:
Emergency room care *(including medical supplies)*
Diagnostic test *(x-ray)*
Durable medical equipment *(crutches)*
Rehabilitation services *(physical therapy)*

Total Example Cost	$1,900
In this example, Mia would pay:	
Cost Sharing	
Deductibles	$500
Copayments	$200
Coinsurance	$60
What isn't covered	
Limits or exclusions	$0
The total Mia would pay is	**$760**

Note: These numbers assume the patient does not participate in the plan's wellness program. If you participate in the plan's wellness program, you may be able to reduce your costs. For more information about the wellness program, please contact: 800-540-2583.

The plan would be responsible for the other costs of these EXAMPLE covered services.

*Note: This plan has other deductibles for specific services included in this coverage example. See "Are there other deductibles for specific services?" row above.

The plan would be responsible for the other costs of these EXAMPLE covered services.

The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. NOTE: Information about the cost of this plan (called the premium) will be provided separately. This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage, call 800-540-2583. For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other underlined terms, see the Glossary. You can view the Glossary at MedMutual.com/SBC or call 800-540-2583 to request a copy.

Important Questions	Answers	Why This Matters:
What is the overall deductible?	**$750**/single, **$1,500**/family Network **$750**/single, **$1,500**/family Non-Network	Generally, you must pay all of the costs from providers up to the **deductible** amount before this **plan** begins to pay. If you have other family members on the **plan**, each family member must meet their own individual **deductible** until the total amount of **deductible** expenses paid by all family members meets the overall family **deductible.**
Are there benefit changes related to COVID-19?	Yes, in accordance with Families First Coronavirus Response Act and Ohio Department of Insurance Bulletin 2020-05.	Testing for COVID-19 is covered with no member cost sharing. Also, all treatment related to a COVID-19 diagnosis is covered as an emergency service, at the in-network benefit level.
Are there services covered before you meet your deductible?	**Yes. Certain preventive care and all services with copayments are covered and paid by the plan before you meet your deductible.**	This **plan** covers some items and services even if you haven't yet met the **deductible** amount. But a **copayment** or **coinsurance** may apply. For example, this **plan** covers certain **preventive services** without **cost-sharing** and before you meet your **deductible**. See a list of covered **preventive services** at https://www.healthcare.gov/coverage/preventive-care-benefits/.
Are there other deductibles for specific services?	No	You don't have to meet **deductibles** for specific services.
What is the out-of-pocket limit for this plan?	**Coinsurance Limit:** **$750**/single, **$1,500**/family Network **$2,250**/single, **$4,500**/family Non-Network **Out-of-pocket Limit:** **$1,500**/single, **$3,000**/family Network **$3,000**/single, **$6,000**/family Non-Network	The **out-of-pocket limit** is the most you could pay in a year for covered services. If you have other family members in this **plan**, they have to meet their own **out-of-pocket limits** until the overall family **out-of-pocket limit** has been met.

Important Questions	Answers	Why This Matters:
What is not included in the out-of-pocket limit?	Deductibles, premiums, balance-billed charges and health care this plan doesn't cover. Certain specialty pharmacy drugs are considered non-essential health benefits and fall outside the out-of-pocket limits.	Even though you pay these expenses, they don't count toward the out-of-pocket limit. The cost of these drugs (though reimbursed by the manufacturer at no cost to you) will not be applied towards satisfying your out-of-pocket maximums.
Will you pay less if you use a network provider?	Yes, See MedMutual.com/SBC or call 800-540-2583 for a list of participating providers.	This plan uses a provider network. You will pay less if you use a provider in the plan's network. You will pay the most if you use an out-of-network provider, and you might receive a bill from a provider for the difference between the provider's charge and what your plan pays (balance billing). Be aware your network provider might use an out-of-network provider for some services (such as lab work). Check with your provider before you get services.
Do you need a referral to see a specialist?	No	You can see the specialist you choose without a referral.

All coinsurance costs shown in this chart are after your deductible has been met, if a deductible applies. Services with copayments are covered before you meet your deductible, unless otherwise specified.

Common Medical Event	Services You May Need	What You Will Pay: Network Provider (You will pay the least)	What You Will Pay: Out-of-Network Provider (You will pay the most)	Limitations, Exceptions, & Other Important Information
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	$25 copay/visit	$25 copay/visit, 30% coinsurance	None
	Specialist visit	$40 copay/visit	$40 copay/visit, 30% coinsurance	None
	Preventive care/screening/ immunization	No charge	$25 copay/visit, 30% coinsurance	You may have to pay for services that aren't preventive. Ask your provider if the services you need are preventive. Then check what your plan will pay for.
If you have a test	Diagnostic test (x-ray, blood work)	10% coinsurance	30% coinsurance	None
	Imaging (CT/PET scans, MRIs)	10% coinsurance	30% coinsurance	None

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you need drugs to treat your illness or condition More information is available at www.ExpressScripts.com	Generic Copay – Retail Generic Copay – Mail Order Generic Copay – Specialty Mail Order Preferred Copay – Retail Preferred Copay – Mail Order Preferred Copay – Specialty Mail Order Non- Preferred Copay – Retail Non- Preferred Copay – Mail Order Non-Preferred Copay – Specialty Mail Order	$7.50 $15 $15 $25 $50 $50 $50 $100 $100	Does Not Apply Does Not Apply Does Not Apply Does Not Apply Does Not Apply Does Not Apply Does Not Apply Does Not Apply Does Not Apply	Covers up to a 30-day supply Covers up to a 90-day supply Covers up to a 30-day supply Covers up to a 30-day supply Covers up to a 90-day supply Covers up to a 30-day supply Covers up to a 30-day supply Covers up to a 90-day supply Covers up to a 30-day supply
	See HESE Health Benefit Plan Prescription Drug Summary for further information.			
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	10% coinsurance	30% coinsurance	None
	Physician/surgeon fees (outpatient)	10% coinsurance	30% coinsurance	None
If you need immediate medical attention	Emergency room care	$100 copay/visit		None
	Emergency medical transportation	10% coinsurance	30% coinsurance	None
	Urgent care	$40 copay/visit	$40 copay/visit, 30% coinsurance	None
If you have a hospital stay	Facility fee (e.g., hospital room)	10% coinsurance	30% coinsurance	None
	Physician/surgeon fees (inpatient)	10% coinsurance	30% coinsurance	None
If you need mental health, behavioral health, or substance abuse services	Outpatient services	Benefits paid based on corresponding medical benefits		None
	Inpatient services	Benefits paid based on corresponding medical benefits		None

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you are pregnant	Office visits	No charge	30% coinsurance	Cost sharing does not apply to certain preventive services. Depending on the type of services, copay, coinsurance or deductible may apply. Maternity care may include tests and services described elsewhere in the SBC (i.e., ultrasound).
	Childbirth/delivery professional services	10% coinsurance	30% coinsurance	None
	Childbirth/delivery facility services	10% coinsurance	30% coinsurance	None
If you need help recovering or have other special health needs	Home health care	10% coinsurance	30% coinsurance	None
	Rehabilitation services (Physical Therapy)	10% coinsurance	30% coinsurance	(40 visits per benefit period, combined with Occupational Therapy)
	Habilitation services (Occupational Therapy)	10% coinsurance	30% coinsurance	(40 visits per benefit period, combined with Physical Therapy)
	Habilitation services (Speech Therapy)	10% coinsurance	30% coinsurance	(20 visits per benefit period)
	Skilled nursing care	10% coinsurance	30% coinsurance	None
	Durable medical equipment	10% coinsurance	30% coinsurance	None
	Hospice services	10% coinsurance	30% coinsurance	None
If your child needs dental or eye care	Children's eye exam	No charge	$25 copay/visit, 30% coinsurance	None
	Children's glasses	Not Covered		Excluded Service
	Children's dental check-up	Not Covered		Excluded Service

Excluded Services & Other Covered Services:

Services Your Plan Generally Does NOT Cover (Check your policy or plan document for more information and a list of any other excluded services.)		
• Acupuncture	• Dental Care (Adult)	• Non-emergency care when traveling outside of the U.S.
• Children's dental check-up	• Hearing Aids	• Routine Eye Care (Adult)
• Children's glasses	• Infertility Treatment	• Routine Foot Care
• Cosmetic Surgery	• Long-Term Care	• Weight Loss Programs

Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your plan document.)		
• Bariatric Surgery	• Chiropractic Care	• Private-Duty Nursing

Your Rights to Continue Coverage: There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is: the Department of Health and Human Services, Center for Consumer Information and Insurance Oversight, at 877-267-2323 x61565 or cciio.cms.gov. Other coverage options may be available to you, including buying individual insurance coverage through the Health Insurance Marketplace. For more information about the Marketplace, visit HealthCare.gov or call 800-318-2596.

Your Grievance and Appeals Rights: There are agencies that can help if you have a complaint against your plan for a denial of a claim. This complaint is called a grievance or appeal. For more information about your rights, look at the explanation of benefits you will receive for that medical claim. Your plan documents also provide complete information to submit a claim, appeal, or a grievance for any reason to your plan. For more information about your rights, this notice, or assistance, contact your plan at 800-540-2583.

Does this plan provide Minimum Essential Coverage? Yes

Minimum Essential Coverage generally includes plans, health insurance available through the Marketplace or other individual market policies, Medicare, Medicaid, CHIP, TRICARE, and certain other coverage. If you are eligible for certain types of Minimum Essential Coverage, you may not be eligible for the premium tax credit.

Does this plan meet the Minimum Value Standards? Yes

If your plan doesn't meet the Minimum Value Standards, you may be eligible for a premium tax credit to help you pay for a plan through the Marketplace.

To see examples of how this plan might cover costs for a sample medical situation, see the next section.

The coverage example numbers assume that the patient does not use an HRA or FSA. If you participate in an HRA or FSA and use it to pay for out-of-pocket expenses, then your costs may be lower.

About these Coverage Examples:

This is not a cost estimator. Treatments shown are just examples of how this plan might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your providers charge, and many other factors. Focus on the cost-sharing amounts (deductibles, copayments and coinsurance) and excluded services under the plan. Use this information to compare the portion of costs you might pay under different health plans. Please note these coverage examples are based on self-only coverage.

Peg is Having a Baby
(9 months of in-network pre-natal care and a hospital delivery)

The plan's overall deductible	$750
Specialist copay	$40
Hospital (facility) coinsurance	10%
Other coinsurance	10%

This EXAMPLE event includes services like:
Specialist office visits *(prenatal care)*
Childbirth/Delivery Professional Services
Childbirth/Delivery Facility Services
Diagnostic tests *(ultrasounds and blood work)*
Specialist visit *(anesthesia)*

Total Example Cost	$12,800
In this example, Peg would pay:	
Cost Sharing	
Deductibles	$750
Copayments	$0
Coinsurance	$800
What isn't covered	
Limits or exclusions	$100
The total Peg would pay is	**$1,650**

Managing Joe's Type 2 Diabetes
(a year of routine in-network care of a well-controlled condition)

The plan's overall deductible	$750
Specialist copay	$40
Hospital (facility) coinsurance	10%
Other coinsurance	10%

This EXAMPLE event includes services like:
Primary care physician office visits *(including disease education)*
Diagnostic tests *(blood work)*
Prescription drugs
Durable medical equipment *(glucose meter)*

Total Example Cost	$7,400
In this example, Joe would pay:	
Cost Sharing	
Deductibles	$100
Copayments	$200
Coinsurance	$0
What isn't covered	
Limits or exclusions	$6,000
The total Joe would pay is	**$6,300**

Mia's Simple Fracture
(in-network emergency room visit and follow up care)

The plan's overall deductible	$750
Specialist copay	$40
Hospital (facility) coinsurance	10%
Other coinsurance	10%

This EXAMPLE event includes services like:
Emergency room care *(including medical supplies)*
Diagnostic test *(x-ray)*
Durable medical equipment *(crutches)*
Rehabilitation services *(physical therapy)*

Total Example Cost	$1,900
In this example, Mia would pay:	
Cost Sharing	
Deductibles	$750
Copayments	$300
Coinsurance	$40
What isn't covered	
Limits or exclusions	$0
The total Mia would pay is	**$1,090**

Note: These numbers assume the patient does not participate in the plan's wellness program. If you participate in the plan's wellness program, you may be able to reduce your costs. For more information about the wellness program, please contact: 800-540-2583.

The plan would be responsible for the other costs of these EXAMPLE covered services.

*Note: This plan has other deductibles for specific services included in this coverage example. See "Are there other deductibles for specific services?" row above.

The plan would be responsible for the other costs of these EXAMPLE covered services.

The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. NOTE: Information about the cost of this plan (called the premium) will be provided separately. This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage, call 800-540-2583. For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other underlined terms, see the Glossary. You can view the Glossary at MedMutual.com/SBC or call 800-540-2583 to request a copy.

Important Questions	Answers	Why This Matters:
What is the overall deductible?	**$3,750**/single, **$7,500**/family Network **$3,750**/single, **$7,500**/family Non-Network	Generally, you must pay all of the costs from providers up to the **deductible** amount before this **plan** begins to pay. If you have other family members on the **plan**, each family member must meet their own individual **deductible** until the total amount of **deductible** expenses paid by all family members meets the overall family **deductible.**
Are there benefit changes related to COVID-19?	Yes, in accordance with Families First Coronavirus Response Act and Ohio Department of Insurance Bulletin 2020-05.	Testing for COVID-19 is covered with no member cost sharing. Also, all treatment related to a COVID-19 diagnosis is covered as an emergency service, at the in-network benefit level.
Are there services covered before you meet your deductible?	**Yes. Certain preventive care and all services with copayments are covered and paid by the plan before you meet your deductible.**	This **plan** covers some items and services even if you haven't yet met the **deductible** amount. But a **copayment** or **coinsurance** may apply. For example, this **plan** covers certain **preventive services** without **cost-sharing** and before you meet your **deductible**. See a list of covered **preventive services** at https://www.healthcare.gov/coverage/preventive-care-benefits/.
Are there other deductibles for specific services?	No	You don't have to meet **deductibles** for specific services.
What is the out-of-pocket limit for this plan?	**Coinsurance Limit:** **$2,500**/single, **$5,000**/family Network **$6,250**/single, **$12,500**/family Non-Network **Out-of-pocket Limit:** **$6,250**/single, **$12,500**/family Network **$10,000**/single, **$20,000**/family Non-Network	The **out-of-pocket limit** is the most you could pay in a year for covered services. If you have other family members in this **plan**, they have to meet their own **out-of-pocket limits** until the overall family **out-of-pocket limit** has been met.

Important Questions	Answers	Why This Matters:
What is not included in the out-of-pocket limit?	Deductibles, premiums, balance-billed charges and health care this plan doesn't cover. Certain specialty pharmacy drugs are considered non-essential health benefits and fall outside the out-of-pocket limits.	Even though you pay these expenses, they don't count toward the out-of-pocket limit. The cost of these drugs (though reimbursed by the manufacturer at no cost to you) will not be applied towards satisfying your out-of-pocket maximums.
Will you pay less if you use a network provider?	Yes, See MedMutual.com/SBC or call 800-540-2583 for a list of participating providers.	This plan uses a provider network. You will pay less if you use a provider in the plan's network. You will pay the most if you use an out-of-network provider, and you might receive a bill from a provider for the difference between the provider's charge and what your plan pays (balance billing). Be aware your network provider might use an out-of-network provider for some services (such as lab work). Check with your provider before you get services.
Do you need a referral to see a specialist?	No	You can see the specialist you choose without a referral.

All coinsurance costs shown in this chart are after your deductible has been met, if a deductible applies. Services with copayments are covered before you meet your deductible, unless otherwise specified.

Common Medical Event	Services You May Need	What You Will Pay: Network Provider (You will pay the least)	What You Will Pay: Out-of-Network Provider (You will pay the most)	Limitations, Exceptions, & Other Important Information
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	$50 copay/visit	$50 copay/visit, 50% coinsurance	None
	Specialist visit	$100 copay/visit	$100 copay/visit, 50% coinsurance	None
	Preventive care/screening/immunization	No charge	$50 copay/visit, 50% coinsurance	You may have to pay for services that aren't preventive. Ask your provider if the services you need are preventive. Then check what your plan will pay for.
If you have a test	Diagnostic test (x-ray, blood work)	30% coinsurance	50% coinsurance	None
	Imaging (CT/PET scans, MRIs)	30% coinsurance	50% coinsurance	None

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you need drugs to treat your illness or condition More information is available at www.ExpressScripts.com	Generic Copay – Retail	$10	Does Not Apply	Covers up to a 30-day supply
	Generic Copay – Mail Order	$20	Does Not Apply	Covers up to a 90-day supply
	Generic Copay – Specialty Mail Order	$400	Does Not Apply	Covers up to a 90-day supply
	Preferred Copay – Retail	$50	Does Not Apply	Covers up to a 30-day supply
	Preferred Copay – Mail Order	$100	Does Not Apply	Covers up to a 90-day supply
	Preferred Copay – Specialty Mail Order	$400	Does Not Apply	Covers up to a 90-day supply
	Non- Preferred Copay – Retail	$100	Does Not Apply	Covers up to a 30-day supply
	Non- Preferred Copay – Mail Order	$200	Does Not Apply	Covers up to a 90-day supply
	Non-Preferred Copay – Specialty Mail Order	$400	Does Not Apply	Covers up to a 90-day supply
	See HESE Health Benefit Plan Prescription Drug Summary for further information.			
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	30% coinsurance	50% coinsurance	None
	Physician/surgeon fees (outpatient)	30% coinsurance	50% coinsurance	None
If you need immediate medical attention	Emergency room care	$300 copay/visit		None
	Emergency medical transportation	30% coinsurance	50% coinsurance	None
	Urgent care	$100 copay/visit	$100 copay/visit, 50% coinsurance	None
If you have a hospital stay	Facility fee (e.g., hospital room)	30% coinsurance	50% coinsurance	None
	Physician/surgeon fees (inpatient)	30% coinsurance	50% coinsurance	None
If you need mental health, behavioral health, or substance abuse services	Outpatient services	Benefits paid based on corresponding medical benefits		None
	Inpatient services	Benefits paid based on corresponding medical benefits		None

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you are pregnant	Office visits	No charge	50% coinsurance	Cost sharing does not apply to certain preventive services. Depending on the type of services, copay, coinsurance or deductible may apply. Maternity care may include tests and services described elsewhere in the SBC (i.e., ultrasound).
	Childbirth/delivery professional services	30% coinsurance	50% coinsurance	None
	Childbirth/delivery facility services	30% coinsurance	50% coinsurance	None
If you need help recovering or have other special health needs	Home health care	30% coinsurance	50% coinsurance	None
	Rehabilitation services (Physical Therapy)	30% coinsurance	50% coinsurance	(40 visits per benefit period, combined with Occupational Therapy)
	Habilitation services (Occupational Therapy)	30% coinsurance	50% coinsurance	(40 visits per benefit period, combined with Physical Therapy)
	Habilitation services (Speech Therapy)	30% coinsurance	50% coinsurance	(20 visits per benefit period)
	Skilled nursing care	30% coinsurance	50% coinsurance	None
	Durable medical equipment	30% coinsurance	50% coinsurance	None
	Hospice services	30% coinsurance	50% coinsurance	None
If your child needs dental or eye care	Children's eye exam	No charge	$50 copay/visit, 50% coinsurance	None
	Children's glasses	Not Covered		Excluded Service
	Children's dental check-up	Not Covered		Excluded Service

Excluded Services & Other Covered Services:

Services Your Plan Generally Does NOT Cover (Check your policy or plan document for more information and a list of any other excluded services.)		
• Acupuncture	• Dental Care (Adult)	• Non-emergency care when traveling outside of the U.S.
• Children's dental check-up	• Hearing Aids	• Routine Eye Care (Adult)
• Children's glasses	• Infertility Treatment	• Routine Foot Care
• Cosmetic Surgery	• Long-Term Care	• Weight Loss Programs

Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your plan document.)		
• Bariatric Surgery	• Chiropractic Care	• Private-Duty Nursing

Your Rights to Continue Coverage: There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is: the Department of Health and Human Services, Center for Consumer Information and Insurance Oversight, at 877-267-2323 x61565 or cciio.cms.gov. Other coverage options may be available to you, including buying individual insurance coverage through the Health Insurance Marketplace. For more information about the Marketplace, visit HealthCare.gov or call 800-318-2596.

Your Grievance and Appeals Rights: There are agencies that can help if you have a complaint against your plan for a denial of a claim. This complaint is called a grievance or appeal. For more information about your rights, look at the explanation of benefits you will receive for that medical claim. Your plan documents also provide complete information to submit a claim, appeal, or a grievance for any reason to your plan. For more information about your rights, this notice, or assistance, contact your plan at 800-540-2583.

Does this plan provide Minimum Essential Coverage? Yes

Minimum Essential Coverage generally includes plans, health insurance available through the Marketplace or other individual market policies, Medicare, Medicaid, CHIP, TRICARE, and certain other coverage. If you are eligible for certain types of Minimum Essential Coverage, you may not be eligible for the premium tax credit.

Does this plan meet the Minimum Value Standards? Yes

If your plan doesn't meet the Minimum Value Standards, you may be eligible for a premium tax credit to help you pay for a plan through the Marketplace.

To see examples of how this plan might cover costs for a sample medical situation, see the next section.

The coverage example numbers assume that the patient does not use an HRA or FSA. If you participate in an HRA or FSA and use it to pay for out-of-pocket expenses, then your costs may be lower.

About these Coverage Examples:

This is not a cost estimator. Treatments shown are just examples of how this plan might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your providers charge, and many other factors. Focus on the cost-sharing amounts (deductibles, copayments and coinsurance) and excluded services under the plan. Use this information to compare the portion of costs you might pay under different health plans. Please note these coverage examples are based on self-only coverage.

Peg is Having a Baby
(9 months of in-network pre-natal care and a hospital delivery)

The plan's overall deductible	$3,750
Specialist copay	$100
Hospital (facility) coinsurance	30%
Other coinsurance	30%

This EXAMPLE event includes services like:
Specialist office visits *(prenatal care)*
Childbirth/Delivery Professional Services
Childbirth/Delivery Facility Services
Diagnostic tests *(ultrasounds and blood work)*
Specialist visit *(anesthesia)*

Total Example Cost	$12,800
In this example, Peg would pay:	
Cost Sharing	
Deductibles	$3,750
Copayments	$0
Coinsurance	$2,500
What isn't covered	
Limits or exclusions	$100
The total Peg would pay is	**$6,350**

Managing Joe's Type 2 Diabetes
(a year of routine in-network care of a well-controlled condition)

The plan's overall deductible	$3,750
Specialist copay	$100
Hospital (facility) coinsurance	30%
Other coinsurance	30%

This EXAMPLE event includes services like:
Primary care physician office visits *(including disease education)*
Diagnostic tests *(blood work)*
Prescription drugs
Durable medical equipment *(glucose meter)*

Total Example Cost	$7,400
In this example, Joe would pay:	
Cost Sharing	
Deductibles	$100
Copayments	$400
Coinsurance	$0
What isn't covered	
Limits or exclusions	$6,000
The total Joe would pay is	**$6,500**

Mia's Simple Fracture
(in-network emergency room visit and follow up care)

The plan's overall deductible	$3,750
Specialist copay	$100
Hospital (facility) coinsurance	30%
Other coinsurance	30%

This EXAMPLE event includes services like:
Emergency room care *(including medical supplies)*
Diagnostic test *(x-ray)*
Durable medical equipment *(crutches)*
Rehabilitation services *(physical therapy)*

Total Example Cost	$1,900
In this example, Mia would pay:	
Cost Sharing	
Deductibles	$1,100
Copayments	$500
Coinsurance	$0
What isn't covered	
Limits or exclusions	$0
The total Mia would pay is	**$1,600**

Note: These numbers assume the patient does not participate in the plan's wellness program. If you participate in the plan's wellness program, you may be able to reduce your costs. For more information about the wellness program, please contact: 800-540-2583.

The plan would be responsible for the other costs of these EXAMPLE covered services.

*Note: This plan has other deductibles for specific services included in this coverage example. See "Are there other deductibles for specific services?" row above.

The plan would be responsible for the other costs of these EXAMPLE covered services.