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**NEGOTIATION
BETWEEN THE**

**MARION EDUCATION
ASSOCIATION AND THE
MARION CITY BOARD OF
EDUCATION**



Effective July 1, 2022 through June 30, 2025

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**NEGOTIATION DOCUMENT
BETWEEN
MARION EDUCATION ASSOCIATION
AND
MARION CITY BOARD OF EDUCATION**

Article #1. Recognition Clause

1. Preface

The Board of Education of the Marion City Schools and the Marion Education Association deem this document necessary to establish procedures to follow for effective negotiations through designated representatives. It is understood and agreed upon that procedures outlined in Article # 2 of this document shall not be applicable or utilized with respect to individual teacher grievances.

2. Recognition of Association

The Marion City Board of Education hereinafter referred to as “Board”, hereby recognizes the Marion Education Association, an OEA/NEA Affiliate, hereinafter called the “Association”, as the sole and exclusive representative of the bargaining group members for the purpose of Collective Bargaining as defined in Chapter 4117 of the Ohio Revised Code and all other employment related matters.

Recognition of the Union shall continue in full force and effect until such time as a challenging employee organization is successful in gaining exclusive representative status in strict adherence to the provisions of Ohio Revised Code sections 4117.05 and 4117.07.

3. CCP

- a. If a Bargaining Unit Member has proper qualifications and is accepted as an adjunct professor, College Credit Plus classes will be added to our course catalog.
- b. The district will provide a list of classes taken by students at the end of each school year.
- c. The district will provide to the Association by September 1 of each year a list of employees who are eligible to teach CCP Classes.

4. Recognition Dispute Resolution

Any dispute concerning the composition of the bargaining unit in which the parties can not agree, the parties agree to move to Step III of the grievance procedure, and continue to Step IV if there is no agreement.

1 **Article #2. Negotiation Procedure**

2
3 1. **Scope of Negotiations**

- 4
5 a. This article constitutes an agreement between the Board and the Association to
6 attempt to reach mutual understandings regarding matters related to wages, hours,
7 terms and other conditions of employment for bargaining group members. The
8 Board cannot reduce, negotiate, or delegate its legal responsibilities.
9
10 b. Good faith requires that the Board and the Association be willing to react to each
11 other's proposals. If a proposal is unacceptable, the other side is obligated to give
12 reasons why. Nothing in this agreement shall compel either party to agree to a
13 proposal or to make a concession.
14

15
16 2. **Definition of Terms**

17
18 As used in this Negotiations statement:

- 19
20 a. Board shall mean the Board of Education of the Marion City Schools.
21
22 b. Superintendent shall be defined as the Superintendent of the Marion City Schools
23 who is recognized as the chief advisor and executive officer of the Board.
24
25 c. Association or MEA shall be defined as those people who hold membership in the
26 Marion Education Association.
27
28 d. Bargaining Group Member - all certificated employees, licensed CTE instructors,
29 super substitutes when employed by Marion City Schools, with the exception of
30 administrators, supervisors, teacher aides, and substitute teachers.
31
32 e. Treasurer shall mean treasurer of the Marion City Schools.
33
34 f. During the adopted school year, “days” shall mean school days. During the summer
35 vacation, such “days” shall mean weekdays (Monday through Friday) excluding
36 legal holidays.
37

38 3. **Negotiation Procedure**

39
40 a. **Request for Negotiations**

- 41
42 1) Notice of intent to negotiate by either party shall be made in writing
43 no later than ninety (90) calendar days prior to the expiration of the
44 contract.
45
46 2) Representatives of the Association and the Board of Education shall

1 meet to determine the format for negotiations within fifteen (15)
2 weekdays of receipt of the Notice to Negotiate. The parties shall
3 establish the format for negotiations and date for exchange of issues
4 at the first meeting.
5

6 b. Exchange of Information
7

8 Upon reasonable request, the Treasurer of the Board shall make available to the
9 Association Team such public information as is pertinent to the issues under
10 negotiation; provided, however, that nothing herein shall require the Treasurer to
11 make available to said Association Team any confidential information or reports
12 expressly compiled for the use of the Board or its negotiators.
13

14 c. Agreement
15

16 When agreement is reached, it shall be reduced to writing and initialed by both
17 parties to indicate acceptance. Prior to the negotiation agreement being presented
18 to the Association and to the Board of Education, each member of the Association's
19 team and the Board's team shall pledge to recommend adoption of the tentative
20 agreement. The contract shall be placed in written form and submitted to the
21 Association and the Board of Education for final approval. Upon ratification by
22 the Association, the Board will at its next regular or special meeting adopt a
23 resolution accepting or rejecting the agreement.
24

25 d. Disagreement
26

27 Either party may call for the services of the Federal Mediation and Conciliation
28 Service to assist in negotiations at any time.
29

30 e. Failure to Reach Agreement
31

32 If agreement is not reached by 11:59 P.M. July 31, 2025 the items on which
33 agreement has been reached, and the Board's last offer on unresolved issues, will
34 be presented as a package to a meeting of the membership of the MEA sometime
35 after July 31, 2025. The MEA membership will be given proper notification of said
36 meeting. The package will be presented and accepted at said meeting. If rejected,
37 the MEA has the right to provide proper notification of its intent to conduct a strike.
38 Such a strike could not commence earlier than ten (10) days after providing such
39 notification to the Superintendent of Schools.
40

41 4. No Strike
42

43 The Association does hereby affirm and agree that it will not either directly or indirectly
44 call, sanction, encourage, finance or assist in any way, nor shall any employee instigate or
45 participate, either directly or indirectly, in any strike, slowdown, walkout, work stoppage,
46 or other concerted interference with or the withholding of services from the Board. In

1 addition, the Association shall cooperate at all times with the Board in the continuation of
2 its operations and services. If any violation of this Article occurs, the Association shall
3 immediately notify all employees that the strike, slowdown, work stoppage, or other
4 concerted interferences with or the withholding of services from the Board is prohibited,
5 not sanctioned by the Association and order all employees to return to work immediately.
6

7 **Article #3. Management Rights**
8

9 The Board retains all the rights, powers, duties and authority granted by law and shall adopt,
10 rescind, or modify such policies, rules and regulations as it deems appropriate so long as such
11 policy, rule or regulation does not conflict with a lawful provision of the Negotiated Agreement.
12 Except as expressly and specifically agreed otherwise in this collective bargaining agreement, the
13 Board retains all rights as set forth in Chapter 4117 of the Revised Code.
14

15 The Board of Education is not required to bargain on subjects reserved to the management and
16 direction of the governmental unit except as affect wages, hours, terms and conditions of
17 employment, and the continuation, modification, or deletion of an existing provision of this
18 collective bargaining agreement.
19

20 **Article #4. Association Rights**
21

22 1. Association Leave
23

24 a. The Association will be granted leave for a maximum of one (1) day with pay for
25 six (6) delegates for the O.E.A. Representative Assembly. Two additional
26 delegates may be approved provided substitutes can be obtained for those additional
27 delegates. Five (5) school days advance notice will be provided to the building
28 principal of any bargaining group member using Association leave to attend the
29 Representative Assembly.
30

31 b. The Association will be granted five (5) deduct days, to be used by any member of
32 the Association as requested by the Association for out-of-district business. Except
33 in case of emergency, at least twenty-four hours advance notice will be provided
34 the building principal of any bargaining group member intending to use a deduct
35 day.
36

37 2. Association Use of Facilities and Equipment
38

39 a. The Association shall have the right to use school buildings at reasonable times as
40 long as the use does not interfere with a previously scheduled use of the building.
41 The principal of the building in question will be notified no less than thirty-six (36)
42 hours in advance, whenever possible, of the time and place of such meetings. The
43 Association shall pay the cost of extra cleaning or set-up expenses, if any are
44 necessary, and the cost of a custodian if the Association meeting exceeds the time
45 that a custodian is regularly scheduled for duty.
46

1 3. Dissemination of Information

2
3 a. The Association, or its representatives, shall have the right to:

- 4
5 1) use the campus mail system and email to distribute materials.
6
7 2) use in each building a reasonable amount of space on existing faculty
8 bulletin boards located in areas readily accessible to and normally
9 frequented by teachers.
10
11 3) have announcements made on the school public address system at the
12 regularly scheduled morning announcements to inform the time and place
13 of association meeting.
14
15 4) have Association meetings scheduled on district/building calendars
16 annually if those dates are provided to the district calendaring system prior
17 to July 1 of the upcoming school year.
18
19 5) Access during normal business hours will be afforded to the association
20 representatives, including our labor relations consultant, to address issues
21 and talk to members so long as it does not interfere with classroom
22 instruction and notification to the building administrator has been given and
23 a scheduled date has been mutually agreed upon.
24

25 4. Agenda Materials

26
27 a. At the time of any Board meeting, the Association President shall be provided a
28 copy of all agenda materials provided to the media and the Board members. A copy
29 of the Board information package will be forwarded to the Association President at
30 the same time the information is provided to the Board.
31

32 5. Association President Release Time

33
34 a. The Association President shall be entitled to half-time release solely for the
35 purpose of conducting MEA business. The President will suffer no loss in salary,
36 fringe benefits, or other contractual or statutory advantages to which he/she would
37 have been entitled if working during the released time; however, the Association
38 shall reimburse the Board by the end of each semester for the actual costs of the
39 President's released time. The individual entitled to release time shall not be
40 changed during a school year except as the result of a change in the Presidency due
41 to an Association election. The Association President or designee shall meet with
42 the Superintendent (or designee) and the Association's President or Designee's
43 building principal not later than September 1 of each year to determine the schedule
44 of the release time which may be half time, the equivalent of nine paid days during
45 the school year or any schedule in between, as agreed by the Superintendent and
46 MEA President. Three of these days must be scheduled by September 1, and six

1 (6) equivalent days may be taken with a forty-eight (48) hour notice or with
2 agreement with the Superintendent and MEA President. Any extended time,
3 supplemental contract position, or stipend position held by the Association
4 President shall not be subject to the release time provisions of this Section. The
5 half-time release President is conditional based upon funding from the National
6 Education Association, Ohio Education Association and funding from the local
7 association. The district shall continue to provide 9 (nine) paid days per school
8 year under this contract for the President or designee. Any additional days must be
9 agreed upon by the Superintendent and Association President and shall additionally
10 be paid for by the Association.

- 11
- 12 b. The Association will encourage its members to schedule meetings requiring the
13 Association President on the scheduled release day.
- 14
- 15 c. The release day schedule may be changed due to unforeseen circumstances. The
16 Association President will notify the Building Principal and Superintendent of any
17 changes in the release day schedule as soon as possible.
- 18
- 19 d. Association President, if feasible, shall not be assigned a regular duty
- 20

21 **Article #5. Communications**

22

23 A committee, District Labor Management Committee (DLMC), designated by the President of the
24 Association and Superintendent shall meet monthly, on the third (3rd) Monday of every month, to
25 discuss professional and personnel matters that may be of interest to all parties. The purpose of
26 this committee shall be to maintain lines of communication between the Association and the
27 Superintendent. In the event school is not in session on the third Monday of the month, the meeting
28 will be scheduled the next school day.

29

30 Each building will establish a Building Labor Management Committee (BLMC) comprised of
31 Building Association Representatives and Building Administration. BLMC Committees can
32 include members outside of the bargaining unit. Each BLMC shall meet monthly on a designated
33 day and time prior to the DLMC to discuss professional and personnel matters that may be of
34 interest to all parties. The purpose of this committee shall be to establish and maintain the lines of
35 communication between the Association members and Building Administration. All attempt to
36 solve issues prior to BLMC is encouraged. Each Committee shall prepare an agenda prior to the
37 meeting and share it with the President of the Association and Superintendent and/or designee.

38

39 The BLMC's will include in monthly meetings a review of building behavior data to address issues
40 of student discipline, intervention, and additional support. The committee will use FMCS
41 resolution process to establish consensus and procedure for addressing issues. Any issues not
42 resolved will be forwarded to the DLMC.

43

44 Communications with the media by association members will follow board policy.

45

46 DLMC may call special meetings for specific issues, including pandemic-related situations.

1 SEL DLT Committee

2
3 A committee shall be formed consisting of equal numbers appointed by the Superintendent and
4 the Association President in order to continue the process of improving student discipline. Both
5 the Superintendent and Association President, or their designees, shall be members of the
6 committee and attend committee meetings. However, the Superintendent and the Association
7 President shall personally attend two (2) meetings during the school year. Release time shall be
8 provided for the committee meetings which shall meet once per month unless canceled by both
9 parties. The committee's purpose shall include, but not limited to, the following: Review of the
10 Guide to Student Conduct (at least once annually), SEL state standards and their implementation,
11 reviewing district behavior data, and taking action on said data.
12

13
14 **Article #6. Grievance Procedure**

15
16 1. Definitions

- 17
18 a. A "grievance" is an alleged violation, misinterpretation or misapplication of this
19 contract between the Board and the Association.
20
21 b. A "grievant" may be a member or a group of staff members. The Association may
22 file a grievance on behalf of staff members. Any grievance filed by the Association
23 shall list the name of every employee then known to be affected by the
24 circumstances giving rise to the grievance.
25
26 c. The "immediate supervisor" shall mean a non-bargaining unit member who has
27 immediate administrative line authority over the affected grievant.
28

29 2. Rights of the Grievant and the Association

- 30
31 a. A grievant at his/her request may be represented by the Association at all formal
32 and informal steps. The Association shall have the opportunity to be present at all
33 grievance meetings during which grievance adjustments are discussed with the
34 grievant. During the life of this agreement any grievance arising out of articles 8,
35 13, and 14 would go to Step II and if unresolved would go on to the Board of
36 Education who shall take action upon the conclusion of the hearing.
37
38 b. The purpose of this procedure is to secure, through the lowest level administrator
39 having authority to resolve the grievance, a solution to the grievance. The parties
40 agree that grievances will be kept as confidential as is appropriate and processed as
41 expeditiously as possible.
42
43 c. The Board through its administrative staff will provide the Association all readily
44 available pertinent data and material requested by the Association to permit the
45 processing of a grievance in a timely fashion, and the Association will provide all
46 readily available pertinent data requested by the Board through its administrative

1 staff for like purposes.

- 2
- 3 d. Upon the filing of a complaint by the grievant or on the grievant behalf, in any court
- 4 of competent jurisdiction demanding relief upon a matter which is the subject of a
- 5 pending grievance, the grievance shall be deemed dismissed.
- 6
- 7 e. A grievant may withdraw a grievance at any level. Once withdrawn, a grievant is
- 8 barred from refileing that grievance.
- 9
- 10 f. Unless part of a settlement or by direction of an arbitrator's award, no grievance
- 11 form(s), record, document, or communication arising from a grievance shall be
- 12 placed in the personnel file of any participant involved in the use of this procedure.
- 13 No reprisal shall be made against any party involved in the use of this procedure.
- 14
- 15 g. All written grievances shall include the specific section(s) of the alleged
- 16 violations(s), misinterpretations, or misapplication(s) of the contract and shall
- 17 include the relief sought and date of the filing.
- 18

19 3. Time Limits

- 20
- 21 a. A number of days specified at each step in this procedure shall be the maximum.
- 22 The time limits specified, however, may be extended by written agreement of the
- 23 parties.
- 24
- 25 b. If the grievant does not file a grievance in writing within twenty (20) days after the
- 26 grievant knew or should have known of the act or condition upon which the
- 27 grievance is based, the grievance shall be considered waived.
- 28
- 29 c. If a decision on a grievance is not appealed within the time limits specified at any
- 30 step of this procedure, the grievance shall be deemed resolved on the basis of the
- 31 written disposition of that step.
- 32
- 33 d. Failure at any step of these procedures to conduct a meeting or to communicate a
- 34 decision on the grievance within the specified time limits automatically entitles the
- 35 grievant to proceed to the next level unless the time limits are extended in keeping
- 36 with 3.3(a).
- 37
- 38 e. If a grievance appears to arise from the action or inaction of an authority higher
- 39 than an immediate supervisor, it may be initiated at Step II.
- 40
- 41 f. Except at the arbitration step, each meeting held pursuant to this procedure shall be
- 42 conducted at a time and place mutually agreed upon by the grievant and the
- 43 appropriate administrator. Each meeting will be held at a place which will afford a
- 44 fair and reasonable opportunity for all persons entitled to be present to attend.
- 45
- 46 g. During the adopted school year, "days" shall mean school days. During the summer

1 vacation, such "days" shall mean weekdays (Monday through Friday) excluding
2 legal holidays.

- 3
4 h. All notices of hearings, dispositions of grievances, written grievances, and appeals
5 shall be in writing and hand delivered to the appropriate party or designee.
6

7 4. The Procedure

8
9 a. Informal Procedure

10
11 A grievance shall be verbally presented to the grievant's immediate supervisor in
12 an attempt to resolve it or by email if presented by the Association President with
13 a read receipt. Prior to the presentation of a grievance, the grievant shall inform the
14 immediate supervisor expressly that he/she is presenting a grievance at the informal
15 step to provide adequate time for the grievant or the immediate supervisor to notify
16 the Association so that appropriate Association personnel are afforded the
17 opportunity to attend such meeting. At the conclusion of the meeting the parties
18 will sign or initial the grievance form to indicate that the informal procedure has
19 been satisfied.
20

21 b. Formal Procedure

22
23 STEP I

24
25 If the grievance is not resolved to the satisfaction of the grievant at the informal
26 level, the grievant may further pursue the grievance within twenty (20) days after
27 the grievant knew or should have known of the act or condition upon which the
28 grievance is based by submitting the grievance in writing to his/her immediate
29 supervisor. Within seven (7) days after the receipt of the Step I written grievance,
30 the immediate supervisor shall meet with the grievant. Within seven (7) days of
31 this meeting, the immediate supervisor shall provide the grievant and the
32 Association with a written disposition of the grievance.
33

34 STEP II

35
36 If the grievance is not resolved to the satisfaction of the grievant by Step I, the
37 grievant may further pursue the grievance within seven (7) days after receipt of the
38 Step I disposition by submitting the written grievance, Step I to the Superintendent
39 or his/her designee and to the Association's Grievance Committee Chairperson.
40 Within seven (7) days after receipt of Step I written grievance the Superintendent
41 or his/her designee shall meet with the grievant. The Superintendent or his/her
42 designee shall write a disposition of the grievance and return a copy to the grievant,
43 the Association's Grievance Committee Chairperson and the Superintendent within
44 seven (7) days after such meeting.
45
46

1 STEP III

2
3 If the grievance is not resolved to the satisfaction of the grievant by Step II, the
4 grievant may further pursue the grievance within seven (7) days after receipt of the
5 Step II disposition by submitting the grievance to FMCS grievance mediation. The
6 parties will attempt to mutually select a mediator, and if unable to do so will request
7 for FMCS to appoint a mediator. Within fifteen (15) days of notification, mediation
8 will be scheduled. The mediator may make recommendations to both parties which
9 will be nonbinding. If the grievance is not resolved at this step, the grievant may
10 continue with Step IV.

11
12 STEP IV

13
14 With the concurrence of the Association, a grievant may appeal a grievance to
15 arbitration by having the Association submit a demand for arbitration form to the
16 American Arbitration Association (AAA) within seven (7) days after conclusion of
17 the Step III mediation process. A copy of said demand form will be sent to the
18 Superintendent at the same time as the original is sent to AAA. The arbitrator will
19 be selected from a list of seven (7) arbitrators using the alternate strike method,
20 except that both parties have the right to reject one list of arbitrators. Once the
21 arbitrator has been selected, he/she shall proceed with the arbitration on the
22 grievance in accordance with the current AAA rules.

23
24 The arbitrator shall hold the necessary hearing promptly and issue the award within
25 such time as may be agreed upon. The award shall be in writing and copy sent to
26 all parties present at the hearing. The award of the arbitrator shall be binding on
27 the Board, the Association, and the grievant.

28
29 The costs and expenses of the arbitrator and the AAA fees shall be borne by the
30 losing party.

31
32 **Article #7. Complaint Against Bargaining Group Members**

33 1. Complaints

34 Any requests, suggestions, or complaints reaching the Board, Board members, and the
35 administration shall be referred to the Superintendent for consideration according to
36 the procedure below.

37
38 Persons with complaints, other than those listed in Board Policy, under Anti-
39 Harassment, will follow the procedure outlined below.

40
41 If the complainant contacts an individual Board member to discuss the matter, the
42 Board member shall inform the complainant that he/she has no authority to act in
43 his/her individual capacity and that the complainant must follow the procedure
44 described in this policy.

1 2. Complaint Resolution Process

2
3 a. First Level

4
5 Bargaining Group Members will be notified of complaints, anonymous or not,
6 regarding their performance by email within thirty-six (36) hours. Copies of all
7 written complaints (including complaints received via email) regarding the
8 performance of a bargaining group member will be provided to the member subject
9 to the complaint. The matter must be addressed, initially, to the concerned staff
10 member, who shall discuss it promptly with the complainant and make every effort
11 to provide a reasonable explanation or take appropriate action within his/her
12 authority. This level does not apply if the matter involves suspected child abuse,
13 substance abuse, or any other serious allegation which may require investigation or
14 inquiry by school officials prior to approaching the professional staff member.

15
16 b. Second Level

17
18 If the matter cannot be satisfactorily resolved at the First Level, it shall be discussed
19 by the complainant and the Bargaining Group Member, who shall have
20 representation of the member's choosing, with the staff member's supervisor.

21
22 c. Third Level

23
24 If a satisfactory solution is not achieved by discussion with the supervisor, a request
25 for a conference by the complainant or Bargaining Group Member shall be
26 submitted to the Superintendent's Designee along with a written form summarizing
27 the complaint and resolution. A copy will be given to the Bargaining Group
28 Member. Should the matter be resolved, the Superintendent shall be advised of the
29 resolution.

30
31 d. Fourth Level

32
33 Should the matter still not be resolved, or if it is one beyond the Superintendent's
34 authority and requires a Board decision or action, the complainant shall request, in
35 writing, a meeting with the Board.

- 36
37 3. This article does not apply in the event of an investigation conducted by any
38 governmental agency.

39
40 **Article #8. Personnel File**

41
42 1. Placement of Material in File

43
44 When a principal or other administrator finds it necessary to make a notation in a member's
45 file which reflects upon the member's conduct, service, character, or personality, he/she
46 shall afford the member the right to read such notation. The member shall acknowledge

1 that he/she has read such notation by affixing his/her signature on the actual document
2 filed; with the understanding that such signature does not indicate his/her agreement with
3 its contents. The member shall also have the right to refute such notation and his/her
4 answer shall be attached to the file copy. If no same or similar occurrence or discipline
5 occurs within thirty-six (36) months, the Association Member must request that all
6 associated negative documentation shall be pulled from the employee's file. Permanent
7 files will be housed at the District Service Center.

8
9 **2. Right to Review**

10
11 Members shall be guaranteed the right to examine and review the entire contents of their
12 personnel file. A representative of the Association may, at the member's request,
13 accompany the member in this review.

14
15 3. Pursuant to Board Policy and the Ohio Revised Code the superintendent or designee will be
16 the records manager for District Service Center personnel files and will have the overall
17 responsibility for maintaining and preserving the confidentiality of these files.

18
19 4. All records dealing with performance of or complaints about a bargaining unit member shall
20 be signed and dated by the supervisor submitting the entry before being added to the personnel
21 file of that member. The bargaining unit member shall be forwarded a copy of all
22 performance or complaint records.

23
24 5. An employee shall have the right to write a rebuttal to any statement contained in the
25 employee's file. The rebuttal will be retained in the employee's personnel file.

26
27 6. If a Public Records Request is made regarding a member's name or position, the member will
28 be notified within seventy-two (72) hours of the request with a read receipt attached.

29
30 **Article 9. Discipline/Reprimand**

31 Any written or oral disciplinary action or reprimand will be issued professionally and privately
32 via a conference between the teacher, pertinent administrator(s) and an available representative
33 of the teacher's choice. Level of discipline will be discussed between the Association and the
34 Administration. No bargaining unit member will be disciplined solely on the basis of an
35 anonymous complaint without an investigation.

36
37 **Progressive Discipline**

38
39 1. The Board agrees to follow traditional principles of progressive discipline
40 with the usual understanding that some or all of the preliminary levels may be
41 bypassed case-by-case depending on the seriousness of the offense and all
42 relevant surrounding circumstances. Normal progressive sequence is:

- 43
44 a. Documented warning;
45 b. Written reprimand (Nothing herein shall preclude the administration
46 from issuing more than one (1) reprimand)

- c. Suspension without pay not to exceed five (5) work days (given by Superintendent);
- d. Termination (with or without suspension pending the resolution of the termination proceedings) in accordance with section 3319.16 of the Ohio Revised Code and any related statutes.

Starting with the written reprimand in the sequence, the discipline will be for just cause.

- 2. Any disciplinary actions are subject to review under the grievance procedure of this collective bargaining agreement.

Article #10. School Calendar

- 1. The bargaining group members shall be given the opportunity, each year, to vote on a minimum of three (3) calendar choices for the school year. These calendars shall include long and short Christmas vacations; and a long and short spring vacation. Consideration should be given to the possibility of not returning to school the day after a major holiday. If the calendar is adopted and a change is necessary, the bargaining group members shall be permitted to have a vote on any change that might be considered. A committee shall be established to review the three calendar choices and make recommendations. This committee shall consist of four (4) DSC employees, four (4) MEA employees (Appointed by the Association President, but will include representation of one (1) each from Elementary, Middle School, High School) and offer up to four (4) OAPSE employees. Compensation for time spent outside of the regular work day will be discussed by the committee. Upon mutual agreement of this team, parents may be appointed to this committee.
- 2. The Association will vote on the three (3) calendar choices. The calendar with the most votes will be presented to the Board of Education. The Association recognizes that any vote by the bargaining group members, regarding school calendars is in no way binding on the Board of Education whose responsibility it is to establish the calendar.
- 3. The parties agree that the current work year is 184 days and the current work day 7.5 hours (seven and one-half hours). If the district losses more than five (5) days of instruction due to weather and emergency closure, days will be made up with up to three (3) remote learning days. If the district goes beyond the eight (8) days, school will be made up on the first available non-instructional days. No days will be made up at the end of the year unless the district falls below the state mandated high school minimum hours. If the district falls below the state high school minimum hours as determined by the sum of delays, and closures, a sufficient number of days shall be made up.

1 **Article #11. Assignment, Transfer, and Promotion**

2
3 1. **Assignment and Transfer**

- 4
5 a. Insofar as possible, assignments should correlate with the individual's total
6 qualification.
7
8 b. The Superintendent has the statutory authority to direct and assign teachers and
9 other employees of the schools under his supervision.
10
11 c. Although the Board recognizes that frequent transfers of personnel from one school
12 to another sometimes interferes with the operational processes, they also recognize
13 that some transfers for administrative purposes and to insure a fair distribution of
14 qualified and experienced employees throughout the system will be necessary.
15
16 d. Periodic changes in position or building assignment frequently contribute to staff
17 members achieving increased satisfaction, motivation, and performance-based
18 accomplishments.
19

20 2. **Procedures**

21
22 a. Assignment

- 23
24 1) The administration will make every effort to notify bargaining group
25 members of their assignment for the next school year by June 1 of each year.
26

27 b. Voluntary Transfers

- 28
29 1) During second semester, bargaining unit members will receive an electronic
30 form pertaining to intentions for the next school year desired building,
31 position, and employment. This request is not a substitute for application
32 for any posted vacancy. Unit members must still apply for any posted
33 vacancy.
34
35 2) Job postings must comply with board policy and state law.
36
37 3) When vacancies become available, they will be posted as quickly as
38 possible on the District intranet (within 5-10 days). Vacancies occurring
39 after June 1 and prior to July 15 will be posted in the District Service Center
40 and by notice via email. Members desiring to apply for a posted position
41 must submit an application via the District electronic application system for
42 the assignment not later than five (5) days following the posting. Members
43 who apply for a posted position and who are not selected will be notified in
44 writing via email.
45
46 4) The Administration shall use the following criteria to guide decisions on

1 requests for voluntary and involuntary transfers:
2

- 3 (a) The individual qualifications of the bargaining group member.
4
5 (b) The requirements of the position being requested.
6
7 (c) The effect upon staff balance of the requested transfer or
8 reassignment.
9

10 c. Involuntary Transfer
11

- 12 1) If a bargaining group member has not initiated a request for a voluntary
13 transfer and an involuntary transfer is necessary, the respective building
14 principal or immediate supervisor will hold a conference with the
15 bargaining group member to explain why the involuntary transfer is
16 necessary.
17
18 2) If an involuntary transfer becomes necessary after the bargaining group
19 member has received his notification of the next year's assignment, the
20 Assistant Superintendent/designee will hold a conference with the
21 bargaining group member to inform the bargaining group member why the
22 involuntary transfer is necessary.
23

24 Involuntary transfers or reassignments after notification of assignment will
25 be made as infrequently as possible.
26

- 27 3) When necessary involuntary transfer to another building must be made, the
28 bargaining group member(s) involved must be notified a minimum of two
29 weeks in advance of the transfer. During the time period of August 15
30 through September 15 administrators will notify a bargaining group
31 member as soon as possible when an involuntary transfer is necessary. In
32 this case, the two (2) week minimum would be waived.
33
34 4) Any reassignment made pursuant to this policy will be based off the
35 bargaining group member's area of certification with consideration of years
of service. Voluntary transfers are preferred over involuntary transfers.
36
37 5) Any teacher being involuntarily transferred will be provided up to Seven and one
38 half (7.5) hours to prepare their classroom to move at an hourly rate equivalent to
39 Article 27. This time will be approved by Human Resources and submitted on a
time sheet.

40 d. Administrative/Supervisory Openings
41

- 42 1) The Board of Education declares its general support of the practice of filling
43 administrative or supervisory positions from within the organization;
44 however, this shall not preclude the administration and Board from

1 determining that the interests of the school system can be best served by
2 actively seeking candidates from outside the district.

- 3
4 2) Whenever an administrative or supervisory vacancy arises, notice of such
5 vacancy will be posted on the intranet. Vacancies shall be filled on the basis
6 of the applicant's experience, competency, and other relevant factors.
7

8 **Article #12. Preparation/Conference Time**
9

10 1. **Pre-K-5 Preparation/Conference Time**

11 Each bargaining group member who is a teacher shall have a minimum of 200 minutes
12 weekly for preparation time.
13

14 2. **6-12 Preparation/Conference Time**

15 Each bargaining group member shall have a minimum of one full class period daily for
16 preparation time.
17

- 18 3. A thirty (30) minute uninterrupted lunch will be provided, and will not be counted as
19 preparation or travel time.
20

- 21 4. Teachers shall be provided sufficient time for designing their work, evaluating student
22 progress, conferencing, and team planning. Teachers shall be provided no less than thirty
23 (30) consecutive minutes at one time.
24

- 25 5. Teachers who volunteer to serve as faculty substitutes during their Preparation/Conference
26 time shall complete a timesheet for compensation per Article #33.
27

28 **Article #13. Intra-District Travel**
29

30 Bargaining group members who have regular assignments in more than one building, or another
31 school or work location, or by nature of their assignment require travel during their regular school
32 day, shall be reimbursed at the maximum amount approved by the Internal Revenue Service at that
33 time for mileage deduction.
34
35

36 **Article #14. Extended Service**
37

38 Bargaining group members who work under a Board of Education approved extended service
39 contract shall be paid at a proportional daily rate of their regular base salary for any such approved
40 extended time. Employees must submit a time sheet with a supervisor's signature indicating
41 approval for the extended time. Extended Service is normally the time between the end of the
42 school year and the beginning of the next school year. However, this shall also mean additional
43 days of work approved by the district on non-work days, such as, but not limited to, holidays,
44 weekends, and other breaks.
45
46

1 **Article #15. Individual Teaching Contracts**
2

- 3 1. In consideration of services rendered by the bargaining group member, the Board of
4 Education agrees to pay said bargaining group member a base annual salary as prescribed
5 by the Salary Schedule of the Marion City School District according to degree and years
6 of experience. The amount of the compensation shall appear on all limited contracts.
7
- 8 2. The Marion City Board of Education before employing any bargaining group member shall
9 notify such bargaining group member through its designee, of his duties and obligations as
10 a condition of this employment.
11
- 12 3. Any such appointment, or reappointment, of any bargaining group member in the Marion
13 City Schools, or service upon indefinite tenure, shall be conditional upon the bargaining
14 group member's acceptance of such duties and obligations.
15
- 16 4. One year limited contracts will be offered to bargaining group members for the first two
17 years of teaching in the Marion City School District.
18
- 19 a. The minimum sequence of limited contracts will be as follows: 1-1-2-2-3 (number
20 of years for which contract is issued). Those members who received their initial
21 teaching license before January 1, 2011 and who qualify will be considered for a
22 continuing contract at the end of three (3) years of service as prescribed by law;
23 provided, however, that nothing herein shall require the Board to grant a continuing
24 contract during the term of an eligible member's limited contract. Those members
25 who receive their initial teaching license on or after January 1, 2011 and qualify
26 will be considered for continuing contract at the end of seven (7) years of service
27 as prescribed by law; provided however, that nothing herein shall require the Board
28 to grant a continuing contract during the term of an eligible member's limited
29 contract. If this 7-year requirement, as mandated in R.C. 3319.08 (D) (3), is
30 modified by subsequent legislation, the parties agree to adopt those legislatively
31 adopted changes. Those members who have had a continuing contract in another
32 school district in Ohio may be given a continuing contract at the end of two (2)
33 years. However, the Superintendent may at the time of employment or at any time
34 within such two (2) year period declare any of these members eligible for a
35 continuing contract.
36
- 37 b. All members who want to be considered for a continuing contract must notify the
38 Superintendent in writing that the member wants to be considered for a continuing
39 contract by October 1 of the school year in which the Board would make the
40 decision by June 1st. Members may only apply for continuing contract
41 consideration during the final year of a limited contract.
42
- 43 5. All bargaining group members newly employed by the Marion City Schools will be given
44 credit, for salary placement purposes, for their years of teaching in the public schools, for
45 their years of teaching in a chartered parochial school in the State of Ohio, and for their
46 years of active military service (5 years maximum). Refer to Article 19, paragraph 2 for

1 additional language as it pertains to credit for previous teaching experience.

2
3 Newly-employed means first time employee with the Marion City Schools or a previous
4 employee reemployed following any termination.

5
6 A year of teaching is defined as being under contract to a public school, or a chartered
7 parochial school in the state of Ohio, for at least one hundred-twenty (120) days in that
8 school year. A full year of military service must consist of eight continuous months or
9 more.

- 10
11 6. Compensation to be paid for the positions included in the supplemental pay schedule must
12 be indicated in the form of a supplemental contract.
13
14 7. Sequence of contracts shall not be interrupted by an approved leave of absence.
15
16 8. The Board of Education has the authority, on an individual need basis, to grant up to five
17 (5) years of service credit for placement on the salary schedule to any newly employed
18 bargaining group member even though that bargaining group member does not have that
19 much or any actual service experience.
20

21 **Article #16. Employment of Retired Teachers**

- 22
23 1. As a general policy, the Board of Education does not employ retired teachers. If the Board
24 of Education elects to employ individuals who have retired and are receiving benefits
25 through the State Teachers Retirement System, the conditions set forth in this article shall
26 apply to the employment of these individuals.
27
28 a. The Board shall grant up to ten (10) years of experience for service credit to each
29 rehired, retired teacher and shall place them on the proper training column
30 according to their degree or educational status.
31
32 b. Teachers employed pursuant to this provision shall receive one-year limited
33 contracts and shall not be eligible to receive continuing contracts regardless of years
34 of service or certification/license held.
35
36 c. Each one (1) year contract shall automatically expire upon the completion of the
37 year and is not necessary for the Board to take formal action to not re-employ the
38 employee pursuant to ORC 3319.11 in order to terminate the employment
39 relationship. The employment relationship shall end upon the expiration of the
40 contract in the same manner as a supplemental contract.
41
42 d. Retire/rehire employees are not eligible for retirement incentive, longevity or
43 severance pay.
44
45 e. Subject to these provisions, re-employed teachers are part of the bargaining unit.
46

- 1 f. No sick leave shall be carried forward from pre-retirement status. Thereafter, sick
2 leave shall be governed according to this negotiated agreement.
3
- 4 g. Pursuant to the authority provided by ORC 4117.10 and to the extent that issues
5 addressed in this provision are contrary to or in conflict with Ohio Law, the issues
6 addressed in this provision shall supersede the statutory law of Ohio pertaining to
7 this issue.
8

9 **Article #17. Termination or Non-renewal of Bargaining Group Member Contracts**

- 10 1. Termination of Existing Contract: Except as provided herein, termination of a member's
11 employment shall be effected in accordance with the requirements and procedures
12 established by Chapter 3319.16 of the Ohio Revised Code.
13
- 14 2. Non-renewal of Limited Contract: The procedure set forth in this article shall be the sole
15 procedure utilized by the Marion City Schools for non-renewal of the bargaining group
16 member holding a limited contract.
17
- 18 a. Non-renewal of a limited contract shall be affected in accordance with Revised
19 Code Section 3319.11. The Board is not required to give a reason or reasons or to
20 afford a meeting in connection with the non-renewal and such non-renewal is not
21 subject to the grievance procedure. However, upon request, a member whose
22 contract has been non-renewed shall be afforded a meeting with the Superintendent
23 and his/her designee to discuss the non-renewal.
24
- 25 b. This section does not apply to supplemental contracts.
26
- 27 c. This section does not apply to substitutes that work less than 120 consecutive days
28 during the school year.
29
- 30 d. Evaluations shall be conducted in accordance with the evaluations procedures
31 contained herein. All administrators completing walkthroughs, observations and
32 evaluations will be stationed in the Marion City School District.

33 **Article #18. Reduction in Force**

- 34
- 35 1. Definitions:

36

37 Reduction in Force (RIF) may be necessary because of decreased enrollment of pupils in
38 the District, changes in curriculum, changes in the use of personnel, financial reasons,
39 return to duty of regular teachers after leaves of absence, suspension of schools or territorial
40 changes affecting the district or for any other similar reason.
41

42 This Article applies to supplemental contracts as well as regular contracts provided that
43 there shall be no right of recall to a supplemental contract beyond the school year in which
44 the contract is suspended.
45

46 For purposes of this Article, decreased enrollment of pupils shall include consideration of

1 subject-area enrollment as well as district-wide enrollment. Decreased enrollment of
2 pupils shall also take into account declining enrollment over the five-year period
3 immediately preceding the RIF, and thus is not limited to declining enrollment in the
4 current or previous year.

5
6 2. Where known and where possible, the number of persons affected by a RIF will be kept to
7 a minimum insofar as is practical by not replacing members who retire or resign.

8
9 3. Notification of Anticipated Reduction in Force

10
11 Not later than ninety days prior to the implementation of any reduction in force based on
12 declining enrollment, reduction or elimination of course offerings or financial reasons, the
13 Board will notify the Association of the potential need to suspend contracts, the reasons
14 for the suspension and the number and identity of employees affected and the date of
15 intended implementation of the suspension. Representatives of the Board and Association
16 will meet to review the proposed reduction in force and consider any alternative measures.

17
18 Bargaining unit members subject to contract suspension for any reason will be given at
19 least thirty (30) days advance notice, in writing including the reason or reasons for the
20 suspension, the right to displace another bargaining unit member in an area of secondary
21 certification, if appropriate and as defined herein, and the right to be placed on a recall list.

22
23 4. Except as provided in Section 5. below, reductions may be achieved only by suspension of
24 contracts in accordance with Section 3319.17.

25
26 5. Vacancies created by members who retire, resign, are on leave of absence, or whose limited
27 contracts are not renewed under Article 9, when such vacancies are not filled, do not
28 constitute a reduction-in-force.

29
30 6. Unit members shall be reduced in accordance with the recommendation of the
31 Superintendent who shall identify the unit members to be reduced within each teaching
32 field affected in accordance with the following:

33
34 a. Bargaining unit members shall be placed in one (1) of three (3) groups for the
35 purpose of a reduction in force, as described below. These groups shall be called
36 “Group One”, “Group Two” and “Group Three”. Members within each Group shall
37 be deemed “comparable”, except that members under continuing contracts shall be
38 given preference over all members under limited contracts.

39
40 i) Group One shall be comprised of all members who were rated “Ineffective”
41 on their evaluation using the calculation set forth below;

42
43 ii) Group Two shall be comprised of all members who were rated
44 “Developing” on their evaluation using the calculation set forth below; and

45
46 iii) Group Three shall be comprised of all members who were rated “Skilled”

1 or “Accomplished” on their evaluation using the calculation set forth below.

2
3 The teachers shall be placed in the aforementioned groups based upon an average of the
4 three (3) most recent summative ratings calculated as follows:

- 5
- 6 ● Ratings of Accomplished shall equal four (4) points;
- 7 ● Ratings of Skilled shall equal three (3) points;
- 8 ● Ratings of Developing shall equal two (2) points;
- 9 ● Ratings of Ineffective shall equal one (1) point.

10
11 The sum of the teachers’ most recent three (3) years shall be added together, divided by
12 three (3), and rounded to the nearest whole number to find the “average” rating. Teachers
13 who are rated “Accomplished” or “Skilled” and who, based on that rating, are not evaluated
14 every year shall be deemed to be “Accomplished” or “Skilled” (i.e., shall receive 4 or 3
15 points) for the years in which they are not evaluated. The teacher shall then be placed in
16 the appropriate Group based on his/her average rating. For example, a teacher rated
17 Developing, Skilled, and Skilled in the most recent three (3) years would be placed in
18 Group Three ($2+3+3 = 8/3 = 2.666$ which is rounded to 3 = Skilled).

19
20 Experienced teachers new to the District shall have their ratings from their prior district
21 used in the calculation. First and second year teachers shall be placed in Group One. Third
22 year teachers shall have their two (2) years’ scores averaged for placement in the
23 appropriate Group.

24
25 The order of reduction shall be in this order:

- 26
- 27 1. Group 1 – Limited Contracts
- 28 2. Group 2 – Limited Contracts
- 29 3. Group 3 – Limited Contracts
- 30 4. Group 1 – Continuing Contracts
- 31 5. Group 2 – Continuing Contracts
- 32 6. Group 3 – Continuing Contracts
- 33
- 34 i. Members under limited contracts beginning with the least senior;
- 35 ii. Members under continuing contracts beginning with the least senior.
- 36

37 7. Seniority shall be determined by placing all members on seniority lists within their area or
38 areas of licensure. Such seniority lists shall be revised at least annually, and no later than
39 November 1 of each year; and a copy of each revision shall be provided to the president of
40 the Association within thirty (30) days of its completion. If two (2) or more members on
41 any seniority list shall have the same length of continuous service, seniority shall be
42 determined by:

- 43
- 44 a. The first day of actual work in the district.
- 45
- 46 b. The date of the board action approving the contract of employment.

1
2 c. The earliest date of service as a substitute teacher in the district prior to regular
3 teaching employment.

4
5 d. By the flip of a coin.
6

7 Length of continuous service shall not be interrupted by authorized leaves of absence.
8

- 9 8. Members whose contracts are suspended shall be placed on a “RIF List” which shall be
10 organized by Certification Areas and which shall list each member in reverse order of
11 layoff within each area of certification held by each such member. As positions or
12 vacancies become available for which such members are certified, those members shall be
13 recalled to employment in reverse order of layoff within the applicable area(s) of
14 certification in which such new positions or vacancies occur. Notice of recall shall be
15 given by telephone and registered mail to the last telephone number and last address given
16 by the member. It is the responsibility of members on the RIF list to keep the Board advised
17 in writing of a telephone number and mailing address at which he or she can be reached,
18 and also of any change in the certification of the member.
19

20 Each member shall remain on the RIF list for two (2) school years, provided that the rights
21 herein granted to a member shall be forfeited by the member should he or she: 1) waive
22 his or her recall rights in writing; 2) resign; 3) fail to accept recall as provided for herein;
23 or, 4) fail to report to work in a position that he or she has accepted within ten (10) school
24 days after receipt of the notice of recall. Members on the RIF list shall have the right to
25 continue to participate at the members’ expense, in group insurance programs without
26 interruption in benefits, to the extent authorized by law.
27

28 **Article #19. Leave Provision**
29

30 1. Sick Leave
31

32 a. Each bargaining group member will earn fifteen (15) days sick leave at the rate of
33 one and one-quarter days per month.
34

35 b. New employees to the Marion City Schools may transfer a maximum of 120 sick
36 leave days accumulated in another public school district or public agency in Ohio,
37 provided that employment with Marion City Schools takes place within ten (10)
38 years of the date on which the employee was last terminated from public service. It
39 shall be the responsibility of the new employee to furnish the Treasurer with the
40 address of the former employer to secure the certified record of accumulated sick
41 leave from the former employer.
42

43 c. Sick leave may be used in full, half or quarter days for personal illness, pregnancy,
44 injury, exposure to contagious disease which could be communicated to others and
45 for absence due to illness or injury or death in the employee's immediate family
46 who are residents in the employee's household.
47

- 1 d. Each bargaining group member may use up to five (5) days of sick leave in full,
2 half or quarter days, per contract year for illness of an immediate family member
3 requiring medical attention when the family member lives outside of the employee's
4 legal residence. Leave use may continue for the critical illness or death of those
5 members of the employee's immediate family who live outside the employee's legal
6 residence. Immediate family for critical illness or death shall be defined as spouse,
7 children, father, mother, brother, sister, grandparents, grandchild, father-in-law,
8 mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, and
9 grandparents of spouse, step-father, step-mother, step-son, step-brother, step-
10 daughter, or step-sister.
11
- 12 e. The number of days that a certificated bargaining group member may accumulate
13 is two hundred twenty (220) days. Accumulated sick leave shall be maintained but
14 not earned during an unpaid leave of absence.
15
- 16 f. If any bargaining group member uses sick leave for more than four (4) consecutive
17 workdays, an administrator/designee will contact the member on the fifth day in
18 order to maintain compliance with FMLA. After five (5) consecutive work days, a
19 Doctor's statement indicating recovery date that the employee will be able to return
20 to work is to be sent to the Assistant Superintendent/designee on or before the date
21 of the bargaining group member's return to work.
22
- 23 g. Bargaining group members employed for 184 contract days or more who do not
24 use any sick leave or miss any other days (other than personal days) during a
25 contract year will be reimbursed for one day's pay. Reimbursement will be made
26 by July 1. If the bargaining unit member elects, with notice to the Treasurer by the
27 last day of school, payment will be made by separate check. All extra pay requests
28 that are not turned in by the deadline due date will no longer qualify as a separate
29 check. The extra pay would then be included in the regular payroll check.
30
- 31 h. If there is a concern regarding "theft of time" the board reserves the right to request
32 documentation of sick leave.
33

34 2. Family Medical Leave Act 35

- 36 a. The Board and the Association, on its own behalf and on behalf of the staff
37 members, each reserve any and all rights that they are provided under the Family
38 and Medical Leave Act of 1993 ("FMLA"). Pursuant to the FMLA, the Board may
39 designate leaves of absence provided in this agreement as FMLA leave and
40 otherwise exercise such rights as it may have under the FMLA and Regulations
41 enacted there under with respect to such leave.
42
- 43 b. The FMLA permits qualified employees to receive up to twelve (12) weeks of
44 unpaid leave per year for personal or family medical reasons and up to twenty-six
45 (26) weeks of "military caregiver" leave in a single 12-month period. During these
46 twelve (12) weeks, the Board will continue to pay the same contribution to the staff
47 member's health insurance contributions as was paid during staff member's active

1 employment. If paid or unpaid leave has been designated as FMLA leave, such
2 leave shall count against a unit member's twelve weeks of FMLA leave.

- 3
- 4 c. Members must use available sick leave concurrent with FMLA as prescribed by the
5 doctor.
- 6
- 7 d. Spousal leave shall be granted for pregnancy reasons up to two weeks.
- 8
- 9 e. FMLA paperwork may be requested from the Human Resources Department.
- 10

11

12 3. Maternity/Child Care Leave

13

- 14 a. Eligibility. After two (2) or more years of service in the Marion City Schools, a
15 bargaining group member upon request may be granted a leave of absence without
16 pay for one (1) calendar year plus any remaining portion of the school year which
17 may then be in progress.
- 18
- 19 b. The maternity leave may begin when verification of pregnancy and an anticipated
20 date of delivery has been established in writing by the attending physician or any
21 time thereafter until the allotted time of sick leave provision has been completed as
22 stated by the attending physician has been verified.
- 23
- 24 c. Application. Application for maternity leave must be made thirty (30) calendar
25 days prior to the date of the requested leave.
- 26
- 27 d. Application for Reinstatement. Application for reinstatement with intent to return
28 at the beginning of the next school year shall be made by May 31.
- 29
- 30 e. Early Termination of Maternity Leave. If the expected child does not survive, the
31 employee may request termination of the leave before the expiration date of the
32 leave. The employee shall request such an early termination of maternity leave in
33 writing to the Superintendent. The request shall be accompanied by a statement of
34 the attending physician verifying that the employee is physically and emotionally
35 able to resume her teaching duties with the Marion City Schools. Early return to
36 duty will be considered only if an opening in the employee's teaching area is
37 available.
- 38
- 39 e. Reinstatement. Upon return to the employment of the Marion City Schools, the
40 employee shall be returned to the same position that she held at the time her unpaid
41 maternity leave commenced, if available; otherwise to an equivalent position or
42 position in her area of licensure. If there are no positions open in the area of
43 licensure, no new employee will be hired until the person on leave is returned to
44 active status.
- 45
- 46

1
2 4. Adoption Leave
3

- 4 a. Eligibility. After two (2) or more years of service in the Marion City Schools, any
5 bargaining group member of the Marion City Schools who is adopting a child less
6 than six (6) years old, upon request, may be granted an unpaid leave of absence for
7 one (1) calendar year plus any remaining portion of the school year which may be
8 in progress. This shall include travel up to two (2) weeks time to pick up the
9 adopted child.
- 10
- 11 b. Application. Application for adoption leave must be made thirty (30) calendar days
12 prior to the date of the requested leave.
- 13
- 14 c. Application for Reinstatement. Application for reinstatement with intent to return
15 at the beginning of the next school year shall be made by May 31.
- 16
- 17 d. Reinstatement. Upon returning to the employment of the Marion City Schools, the
18 employee shall be returned to the same position that they held at the time their leave
19 commenced, if available; otherwise to an equivalent position or a position in their
20 area of licensure. If there are no positions open in the area of licensure, no new
21 employee will be hired until the person on leave is returned to active status.
- 22

23 5. Personal Leave
24

- 25 a. Up to a maximum of three (3) unrestricted personal days with pay may be approved
26 per year for a bargaining group member of the Marion City Schools.
- 27
- 28 b. Request for personal leave shall, except in emergencies, be made three (3) work
29 days in advance of the requested personal leave. Requests for personal leave of
30 bargaining group members must be approved or disapproved by the unit member's
31 immediate supervisor. No more than five percent (5%) of the bargaining unit
32 members in a building will be permitted to take personal leave at the same time
33 during the month of May. Additional time above the five percent (5%) will be
34 considered when significant life events occur.
- 35
- 36 c. Personal Leave with pay will not be granted on the date immediately prior to or
37 after vacation periods, on the first or last day of school, or on Parent Teacher
38 Conference Days or Waiver Days except in the following circumstances:
- 39
- 40 1) Accidents to property,
- 41
- 42 2) Family emergencies,
- 43
- 44 3) Acts of Nature,
- 45
- 46 4) College graduation (self, spouse, children) – day of event only.

- 1
- 2 5) Military Active Duty
- 3
- 4 6) Religious Holidays
- 5
- 6 7) Personal court proceedings.
- 7

8 d. Personal Leave shall be granted in one-quarter, one-half or one-day increments
9 only.

10

11 e. Bargaining group members employed for 184 contract days or more who do not
12 use any personal leave during a contract year will be reimbursed for one day's pay
13 or given the option to carry-over one (1) day of personal leave to the next contract
14 year. Members who have personal days remaining at the end of the year will be
15 paid \$150 per day at the end of the year. Under no circumstances can the
16 accumulated personal leave exceed four (4) days. The use of one personal leave
17 day for the observance of a religious holiday will not disqualify the member from
18 receiving the benefits of this provision if the member has given notice of the intent
19 to use a personal leave day for the observance of the religious holiday, and the date
20 on which the holiday will be observed, on or before the 2nd Friday in September
21 of each school year.

22

23 All extra pay sheets that are not turned in by the deadline due date will no longer
24 qualify as a separate check. The extra pay would then be included in the regular
25 payroll check.

26

27 f. Decision for payment or carry-over of the personal leave day will be turned in on
28 the last day of school.

29

30 g. If the bargaining group member decides on the per diem reimbursement, payment
31 will be made by July 1.

32

33 6. Assault Leave/Workplace Injury

34

35 Assault/Workplace Injury is defined as an act of violence with the intent to cause or results in
36 physical harm.

37

38 a. Any bargaining group member who cannot perform the duties of a teacher because
39 of physical disability due to an assault by a person other than a fellow employee
40 which assault arose out of the member's assigned employment duties shall be
41 eligible for assault leave up to fifteen (15) days, as follows:

42

43 b. Up to five days of assault leave may be used immediately following the assault
44 provided that the bargaining unit member completes, signs and submits a
45 Workplace Injury Report form setting forth the details of the incident and stating
46 the nature of the disability necessitating their absence within three (3) days of the

1 act of violence. The member's principal or immediate supervisor shall promptly
2 conduct an investigation to verify the assault. If there is a dispute between the
3 nature of the event, the issue moves directly to Step III of the Grievance Process.
4

5 c. If sick days are used due to the act of violence, upon completion of the report and
6 verification of the assault, the Bargaining Unit Member's sick time will be returned
7 to the employee.
8

9 d. After the use of five consecutive days of assault leave, a bargaining group member
10 suffering continued disability from the assault may use up to an additional ten (10)
11 days of assault leave provided that the disability is documented by a physician's
12 report setting forth the nature and extent of the disability and approved by the
13 superintendent. A bargaining group member may elect to defer use of the
14 additional ten (10) days of assault leave until the exhaustion of all available sick
15 leave.
16

17 e. Workers' Compensation benefits may be available to bargaining group members
18 injured by an assault or other workplace violence. The right to apply for and receive
19 such benefits is not limited by this provision, however, paid leave will not be
20 available for any period for which Worker's Compensation wage benefits are also
21 received.
22

23 f. Assault leave is not deducted from sick leave.
24

25 g. The Board of Education may require any bargaining group member requesting
26 assault leave beyond the initial five-day period to undergo independent medical
27 examination by a physician designated and paid by the Board for verification of the
28 nature and extent of the disability by written report from the physician to the
29 Superintendent.
30

31 h. When a teacher is harmed by a student, the student shall not be readmitted into that
32 teacher's class until a return to classroom plan has been agreed upon and a
33 conference is held by the principal or person in control of the school building, the
34 student, parent/guardian, and the teacher.
35

36 i. Any act of violence towards a teacher shall be reported to the administration in the
37 following manner:

38 a) If the teacher is harmed but not seeking medical attention or leave, only the
39 Workplace Incident Report should be filed.

40 b) If the teacher is harmed and is seeking medical attention or leave, then both
41 the Workplace Incident Form and a Bureau of Worker's Comp form should
42 be filed

43 c) If the teacher is not harmed, or considered a near miss, then only the
44 Workplace Incident Form shall be filed.
45
46

1 7. Military Leave

2
3 Military leave will be granted to bargaining group members of the Marion City Schools.

4
5 8. Professional Meetings

6
7 a. The Board of Education is committed to a Board paid Staff Development Program
8 to improve the instruction in the Marion City Schools. Related to this commitment,
9 the Board of Education shall include in its budget monies for professional meetings.

10
11 b. The Board shall assume costs associated with approved professional meetings per
12 board policy.

13
14 Days spent in attending approved professional meetings will not be deducted from
15 any other type of leave. This leave must be consistent with the individual's IPDP
16 and district goals and will follow the guidelines of the LPDC handbook.

17
18 c. Reimbursement requests must be submitted by the bargaining unit member within
19 fifteen (15) days after the end of the professional development. Upon receipt of
20 proper documentation, payment is to be made within twenty (20) days.

21
22 d. Professional leave requests shall be made on the District-approved system.

23
24 9. Leave for Professional Improvement

25
26 a. The Board of Education hereby provides leave for professional improvement.

27
28 b. A bargaining group member, upon written request to the Superintendent and
29 permission of the Superintendent and Board of Education, may be granted a leave
30 for professional improvement for one (1) or two (2) semesters. Such leave shall be
31 according to the following provisions:

32
33 1) The bargaining group member shall have a professional or permanent Ohio
34 teaching certificate or professional license and shall have had a minimum
35 of five (5) full years of teaching experience with the Marion City Schools.

36
37 2) The bargaining group member shall submit a detailed plan to the
38 Superintendent outlining the proposed professional improvement to take
39 place during the leave period. The application must show the value of the
40 proposed plan to the Marion City Schools and the educational program of
41 the Marion City Schools. Professional improvement leave may be granted
42 for the following purposes:

43
44 (a) Professional graduate study in the teaching area of the bargaining
45 group member, or guidance and counseling, or educational
46 administration.

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- (b) Professional performance or field experience directly related to the teaching field of the bargaining group member.
 - (c) Professional research or writing in the teaching field of the bargaining group member.
- 3) Upon conclusion of the leave the bargaining group member must submit evidence to the Superintendent that the plan was followed.
 - 4) Upon return of the bargaining group member to the Marion City Schools and providing evidence that the approved plan for professional improvement was followed, the bargaining group member shall be paid, in one lump sum the difference between the bargaining group member's base pay for the period of leave and the cost of the bargaining group member's replacement during the leave period, if the replacement cost is less than the base cost of the bargaining group member on leave. Failure to return to the system for one (1) year or failure to submit evidence that the approved plan for professional improvement was followed will mean forfeiture of eligibility for any partial payment.
 - 5) If the position of a bargaining group member, who has taken an approved professional leave, is not filled during the professional leave period, payment for the professional leave will be calculated as the difference between the starting salary for the bachelor's degree column (BA-0) and the bargaining group member's base pay for the period of the leave.
 - 6) Application for reinstatement with intent to return at the beginning of the next school year shall be made by June 30. Whenever possible, the bargaining group member returning from leave shall be returned to the same assignment held prior to such leave.
 - 7) No more than five percent (5%) of the bargaining group members who hold professional and permanent Ohio teaching certificates shall be granted leaves for professional improvement at any one time.
 - 8) A year of professional improvement leave shall count as a year of credit for placement on the salary schedule.
 - 9) A bargaining group member can take an approved leave for professional improvement no more frequently than once every five (5) years and not a second time when other eligible members have filed a request for such a leave.
 - 10) Written requests with accompanying detailed plans for such proposed leave shall be filed with the Superintendent no later than April 1st of each year for leave requests for the forthcoming school year.

1
2 10. Professional Development Voucher Plan
3

4 The following voucher plan is designed to provide structure for the October In-service Day.
5 This proposal provides an alternative delivery system for the in-service activities scheduled
6 in October.
7

8 Guidelines
9

- 10 1. In this proposal the school calendar would reflect a day in October as a vacation
11 day for all students. This calendar option would allow all certified staff members
12 to attend the professional development activities that are presented by their
13 organizations if they so desired.
14
15 2. In order to receive compensation for this 184th day of the contract, staff members
16 will be required to complete assigned training courses through the district approved
17 system.
18
19 3. Failure to complete the assigned training courses prior to prescribed timeline will
20 result in loss of one day per diem.
21
22 4. Professional development courses assigned will not exceed the 7.5 hour work day.
23

24 11. Jury Duty
25

26 Any bargaining group member serving on jury duty or subpoenaed to testify in proceedings
27 concerning a student and therefore necessitating his/her absence from school shall receive
28 his per diem rate. Compensation for jury duty paid by the court to the bargaining group
29 member shall be submitted by the bargaining group member to the treasurer within five
30 months of the time of jury duty and the bargaining group member will maintain per diem
31 salary.
32

33 12. Absent Without Leave (Dock Days)
34

35 The Board discourages the use of dock days (days on which the employee is absent, but
36 has no authorized leave for the day). In the event an employee is absent without leave
37 (dock day), his/her pay will be reduced by the following:
38

- 39 a) An amount equal to his/her per diem; and
40 b) An amount equal to the cost to the Board to maintain the employee's benefits
41 for the day on which the employee provided no service and was not on
42 authorized leave.

43 In addition, the Board reserves the right to impose disciplinary action on any
44 employee who is absent without authorized leave. Requests will be considered on
45 a case by case basis.
46

Article #20. Teacher's Salary Schedule and Index – 2022-23, 2023-24, 2024-25 School Years

1. During the term of this agreement teacher salaries will be calculated using the following training and experience index:

STEP	NON DEGREE	BA	BA150	MA	MA15	MA30
0	0.900	1.0000	1.0450	1.1000	1.1650	1.230
1	0.936	1.0400	1.0900	1.1550	1.2200	1.285
2	0.972	1.0800	1.1350	1.2100	1.2750	1.340
3	1.008	1.1200	1.1800	1.2650	1.3300	1.395
4	1.044	1.1600	1.2250	1.3200	1.3850	1.450
5	1.080	1.2000	1.2700	1.3750	1.4400	1.505
6	1.116	1.2400	1.3150	1.4300	1.4950	1.560
7	1.152	1.2800	1.3600	1.4850	1.5500	1.615
8	1.188	1.3200	1.4050	1.5400	1.6050	1.670
9	1.224	1.3600	1.4500	1.5950	1.6600	1.725
10	1.260	1.4000	1.4950	1.6500	1.7150	1.780
11	1.305	1.4500	1.5400	1.7050	1.7700	1.835
12	1.386	1.5400	1.5850	1.7700	1.8250	1.890
13	1.386	1.5400	1.5850	1.8350	1.8800	1.945
14	1.386	1.5400	1.5850	1.8350	1.8800	1.945
15	1.386	1.5400	1.5850	1.8350	1.8800	2.000
16	1.422	1.5800	1.6300	1.8350	1.8800	2.000
17	1.422	1.5800	1.6300	1.8850	1.9350	2.000
18	1.422	1.5800	1.6300	1.8850	1.9350	2.055
19	1.422	1.5800	1.6300	1.8850	1.9350	2.055
20	1.458	1.6200	1.6750	1.9350	1.9900	2.055
21	1.458	1.6200	1.6750	1.9350	1.9900	2.110
22	1.458	1.6200	1.6750	1.9350	1.9900	2.110
23	1.458	1.6200	1.6750	1.9350	1.9900	2.110
24	1.494	1.6600	1.7200	1.9900	2.0450	2.165
25	1.494	1.6600	1.7200	1.9900	2.0450	2.165
26	1.494	1.6600	1.7200	1.9900	2.0450	2.165
27	1.530	1.7000	1.7650	2.0450	2.100	2.165
28	1.566	1.740	1.810	2.100	2.155	2.165

1 Any employee who enters the district with a Doctoral degree, but no Master Degree, will
2 be placed on the Master Column. Credit for placement on the Master's Plus 15 semester
3 hours column, ("Master's Plus") must be earned after the award of a Master's Degree, or
4 Doctoral Degree if no Master's Degree was attained. Hours necessary to qualify for
5 placement on the Master's Plus must be graduate level hours in teacher education courses,
6 or related field, earned at Colleges and Universities that are approved by the National
7 Council For Accreditation of Teacher Education. Classes at the Marion Technical College
8 are acceptable. Hours earned in undergraduate or graduate courses necessary to the
9 attainment of certification in additional teaching fields of fulfill completion of a graduate
10 program requirement may be credited toward Master's Plus placement if coursework is
11 approved by the Superintendent. Classes taken outside of the teacher's education field
12 must be approved b the Superintendent or designee for movement on the Salary Schedule.
13

14 Once a staff member has qualified for placement on the Master's Plus 15 semester hour-
15 column, that placement shall be continued, regardless of any subsequent change in teaching
16 assignment.
17

18 School psychologists will be paid at the appropriate salary step plus an additional \$4,000
19 per year.
20

21 Unless otherwise agreed between the Board and Association, the provisions of Article 17
22 shall exclusively govern the salary to be paid all bargaining unit members, other than the
23 payment for supplemental duties assigned pursuant to Article 19 of the Agreement.
24

25 Non-Degreed employees are included in this schedule for the purpose of CTE instruction.
26 Experience may be granted for work experience in their related field.
27

28 Super-subs assigned to specific buildings, not to be used as long-term placements, will be
29 compensate at 80% of BA/0.
30

31 2. Teacher Salary Schedule
32

33 a. Effective July 1, 2022 – a base increase of 3.0%; all new start at Step 2, and will
34 remain there until they have three (3) years experience.
35

36 b. Effective July 1, 2023 – a base increase of 2.5%; all new start at Step 2.
37

38 c. Effective July 1, 2024 – a base increase of 2.0%; all new start at Step 2.
39
40
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TEACHERS SALARY SCHEDULE 2022-2023 SCHOOL YEAR						
<u>Step</u>	<u>NON-DEGREE</u>	<u>BA</u>	<u>BA150</u>	<u>MA</u>	<u>MA15</u>	<u>MA30</u>
<u>0</u>	36,708	40,787	42,622	44,866	47,517	50,168
<u>1</u>	38,177	42,418	44,458	47,109	49,760	52,411
<u>2</u>	39,645	44,050	46,293	49,352	52,003	54,655
<u>3</u>	41,113	45,681	48,129	51,596	54,247	56,898
<u>4</u>	42,582	47,313	49,964	53,839	56,490	59,141
<u>5</u>	44,050	48,944	51,799	56,082	58,733	61,384
<u>6</u>	45,518	50,576	53,635	58,325	60,977	63,628
<u>7</u>	46,987	52,207	55,470	60,569	63,220	65,871
<u>8</u>	48,455	53,839	57,306	62,812	65,463	68,114
<u>9</u>	49,923	55,470	59,141	65,055	67,706	70,358
<u>10</u>	51,392	57,102	60,977	67,299	69,950	72,601
<u>11</u>	53,227	59,141	62,812	69,542	72,193	74,844
<u>12</u>	56,531	62,812	64,647	72,193	74,436	77,087
<u>13</u>	56,531	62,812	64,647	74,844	76,680	79,331
<u>14</u>	56,531	62,812	64,647	74,844	76,680	79,331
<u>15</u>	56,531	62,812	64,647	74,844	76,680	81,574
<u>16</u>	57,999	64,443	66,483	74,844	76,680	81,574
<u>17</u>	57,999	64,443	66,483	76,883	78,923	81,574
<u>18</u>	57,999	64,443	66,483	76,883	78,923	83,817
<u>19</u>	57,999	64,443	66,483	76,883	78,923	83,817
<u>20</u>	59,467	66,075	68,318	78,923	81,166	83,817
<u>21</u>	59,467	66,075	68,318	78,923	81,166	86,061
<u>22</u>	59,467	66,075	68,318	78,923	81,166	86,061
<u>23</u>	59,467	66,075	68,318	78,923	81,166	86,061
<u>24</u>	60,936	67,706	70,154	81,166	83,409	88,304
<u>25</u>	60,936	67,706	70,154	81,166	83,409	88,304
<u>26</u>	60,936	67,706	70,154	81,166	83,409	88,304
<u>27</u>	62,404	69,338	71,989	83,409	85,653	88,304
<u>28</u>	63,872	70,969	73,824	85,653	87,896	88,304

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TEACHERS SALARY SCHEDULE 2023-2024 SCHOOL YEAR						
<u>Step</u>	<u>NON-DEGREE</u>	<u>BA</u>	<u>BA150</u>	<u>MA</u>	<u>MA15</u>	<u>MA30</u>
<u>0</u>	37,626	41,807	43,688	45,987	48,705	51,422
<u>1</u>	39,131	43,479	45,569	48,287	51,004	53,722
<u>2</u>	40,636	45,151	47,451	50,586	53,303	56,021
<u>3</u>	42,141	46,823	49,332	52,885	55,603	58,320
<u>4</u>	43,646	48,496	51,213	55,185	57,902	60,620
<u>5</u>	45,151	50,168	53,094	57,484	60,202	62,919
<u>6</u>	46,656	51,840	54,976	59,784	62,501	65,218
<u>7</u>	48,161	53,513	56,857	62,083	64,800	67,518
<u>8</u>	49,666	55,185	58,738	64,382	67,100	69,817
<u>9</u>	51,171	56,857	60,620	66,682	69,399	72,116
<u>10</u>	52,676	58,529	62,501	68,981	71,698	74,416
<u>11</u>	54,558	60,620	64,382	71,280	73,998	76,715
<u>12</u>	57,944	64,382	66,264	73,998	76,297	79,015
<u>13</u>	57,944	64,382	66,264	76,715	78,596	81,314
<u>14</u>	57,944	64,382	66,264	76,715	78,596	81,314
<u>15</u>	57,944	64,382	66,264	76,715	78,596	83,613
<u>16</u>	59,449	66,054	68,145	76,715	78,596	83,613
<u>17</u>	59,449	66,054	68,145	78,806	80,896	83,613
<u>18</u>	59,449	66,054	68,145	78,806	80,896	85,913
<u>19</u>	59,449	66,054	68,145	78,806	80,896	85,913
<u>20</u>	60,954	67,727	70,026	80,896	83,195	85,913
<u>21</u>	60,954	67,727	70,026	80,896	83,195	88,212
<u>22</u>	60,954	67,727	70,026	80,896	83,195	88,212
<u>23</u>	60,954	67,727	70,026	80,896	83,195	88,212
<u>24</u>	62,459	69,399	71,907	83,195	85,495	90,511
<u>25</u>	62,459	69,399	71,907	83,195	85,495	90,511
<u>26</u>	62,459	69,399	71,907	83,195	85,495	90,511
<u>27</u>	63,964	71,071	73,789	85,495	87,794	90,511
<u>28</u>	65,469	72,744	75,670	87,794	90,093	90,511

3

TEACHERS SALARY SCHEDULE 2024-2025 SCHOOL YEAR						
<u>Step</u>	<u>NON-DEGREE</u>	<u>BA</u>	<u>BA150</u>	<u>MA</u>	<u>MA15</u>	<u>MA30</u>
<u>0</u>	38,378	42,643	44,562	46,907	49,679	52,451
<u>1</u>	39,914	44,348	46,481	49,252	52,024	54,796
<u>2</u>	41,449	46,054	48,400	51,598	54,370	57,141
<u>3</u>	42,984	47,760	50,318	53,943	56,715	59,487
<u>4</u>	44,519	49,466	52,237	56,288	59,060	61,832
<u>5</u>	46,054	51,171	54,156	58,634	61,406	64,177
<u>6</u>	47,589	52,877	56,075	60,979	63,751	66,523
<u>7</u>	49,124	54,583	57,994	63,325	66,096	68,868
<u>8</u>	50,660	56,288	59,913	65,670	68,442	71,213
<u>9</u>	52,195	57,994	61,832	68,015	70,787	73,559
<u>10</u>	53,730	59,700	63,751	70,361	73,132	75,904
<u>11</u>	55,649	61,832	65,670	72,706	75,478	78,249
<u>12</u>	59,103	65,670	67,589	75,478	77,823	80,595
<u>13</u>	59,103	65,670	67,589	78,249	80,168	82,940
<u>14</u>	59,103	65,670	67,589	78,249	80,168	82,940
<u>15</u>	59,103	65,670	67,589	78,249	80,168	85,286
<u>16</u>	60,638	67,376	69,508	78,249	80,168	85,286
<u>17</u>	60,638	67,376	69,508	80,382	82,514	85,286
<u>18</u>	60,638	67,376	69,508	80,382	82,514	87,631
<u>19</u>	60,638	67,376	69,508	80,382	82,514	87,631
<u>20</u>	62,173	69,081	71,427	82,514	84,859	87,631
<u>21</u>	62,173	69,081	71,427	82,514	84,859	89,976
<u>22</u>	62,173	69,081	71,427	82,514	84,859	89,976
<u>23</u>	62,173	69,081	71,427	82,514	84,859	89,976
<u>24</u>	63,708	70,787	73,346	84,859	87,204	92,322
<u>25</u>	63,708	70,787	73,346	84,859	87,204	92,322
<u>26</u>	63,708	70,787	73,346	84,859	87,204	92,322
<u>27</u>	65,243	72,493	75,265	87,204	89,550	92,322
<u>28</u>	66,779	74,198	77,183	89,550	91,895	92,322

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1 3. Salary Upgrade

2 Each bargaining group member who has completed training which would qualify
3 him or her for a higher salary bracket shall file with the Treasurer by the fifth day of
4 October (for adjustments to be made at the beginning of the year, salary adjustment
5 would be retroactive to the start of the contract year) or the fifth day of February (for
6 adjustments to be made mid-year, salary adjustments would be based on the number
7 of days remaining in contract year) satisfactory evidence of completion of such
8 additional training. The Treasurer shall then place the teacher in the proper salary
9 bracket. Payments of increase shall begin with the next following pay period
10 following board action.

11
12 4. Longevity Pay

13
14 In each school year an employee reaches the following milestones with
15 Marion City Schools, the following bonuses will apply:

- 16 ▪ Start of 6th year with district: \$250
- 17 ▪ Start of 11th year with district: \$325
- 18 ▪ Start of 16th year with district: \$400
- 19 ▪ Start of 21st year with district: \$475
- 20 ▪ Start of 26th year with district: \$550
- 21 ▪ Start of 31st year with district: \$625
- 22 ▪

23 These payments will be made in August of the qualifying year

24
25 **Article #21. Credit for Teaching Experience**

- 26
- 27 1. The Board has the discretion to grant experience credit for newly hired certificated staff up
28 to a maximum of fifteen (15) years previous experience.
 - 29
 - 30 2. Unit members who previously taught in the Marion City Schools for more than ten (10)
31 years, and who returned to the District after resigning from employment with the Marion
32 City Schools, may be credited for all years of service (over ten (10) years) that the teacher
33 worked at the Marion City Schools during his/her first term of service.
 - 34

35 **Article #22. Supplemental Pay**

- 36
- 37 1. Bargaining group members of the Marion City Schools shall be compensated for
38 supplemental duties according to the following supplemental salary schedule.
39
 - 40 a. This schedule is subject to the following stipulations:
41
 - 42 1) Bargaining group members holding supplemental contracts shall progress
43 through experience steps provided that the service within the supplemental
44 activity has been with the Marion City Schools. These contracts expire
45 automatically without notification upon completion of the duties for the

1 current year's program.

- 2
- 3 2) The Board of Education may, in meritorious cases, move the bargaining
- 4 group member through the steps at a faster rate than one step per year.
- 5
- 6 3) No existing rate range for any supplemental contract shall be reduced once
- 7 it has been granted unless there is a diminution in responsibilities.
- 8
- 9 4) Annually, all supplemental positions will be posted.
- 10
- 11 5) The Board of Education will have the right to create a new supplemental
- 12 position during the term of this master contract, and also establish the salary
- 13 level. Furthermore, during the next negotiated contract talks, this salary
- 14 level will be negotiated. MEA will be informed of the creation of this
- 15 position.
- 16
- 17 6) If the bargaining group member advances in the supplemental scale there
- 18 shall be no decrease in pay.
- 19
- 20 7) All extra pay sheets that are not turned in by the deadline due date will no
- 21 longer qualify as a separate check. The extra pay would then be included
- 22 in the regular payroll check. Extra pays will only be processed in August,
- 23 November, April and June.
- 24

25 2. Supplemental Salary Schedule

<u>Range</u>	<u>Positions</u>
I	Head Varsity Football
	Head Varsity Basketball – Boys
	Head Varsity Basketball - Girls
	Marching Band Director
	Harding Singers Director
	Telecom Director
II	Head Varsity Wrestling
	Head Varsity Baseball
	Head Varsity Softball
	Head Varsity Soccer – Boys
	Head Varsity Soccer – Girls
	Head Varsity Volleyball
	Asst. Marching Band Director
	District Network Specialist
	Head Varsity Cross Country
	Head Varsity Swimming Coach
	Head Varsity Golf - Boys
	Head Varsity Golf - Girls
	Head Varsity Tennis - Boys

1		Head Varsity Tennis - Girls
2		Head Varsity Bowling Coach
3		Overall HS Track Coordinator
4		
5		
6	III	Assistant Varsity Football
7		Assistant Varsity Basketball – Boys
8		Assistant Varsity Basketball – Girls
9		Assistant Varsity Wrestling
10		Assistant Varsity Baseball
11		Assistant Varsity Softball
12		Head HS Track - Boys
13		Head HS Track - Girls
14		Assistant Varsity Soccer - Boys
15		Assistant Varsity Soccer - Girls
16		Freshman Volleyball
17		Assistant Varsity Cross Country
18		Assistant Varsity Volleyball
19		Assistant Varsity Swimming
20		Assistant HS Varsity Tennis - Boys
21		Assistant HS Varsity Tennis - Girls
22		Assistant HS Bowling
23		Middle School Technology Coordinator
24		High School Technology Coordinator
25		High School Robotics (2)
26		Middle School Robotics (2)
27		Elementary Gifted Coordinator (50%)
28		Middle/High School Gifted Coordinator (50%)
29		
30	IV	Head Freshman Football
31		Head Freshman Basketball – Boys
32		Head Freshman Basketball – Girls
33		Yearbook Advisor
34		Assistant Varsity Track
35		Head Freshman Wrestling
36		High School Newspaper Advisor
37		Weight Room Supervisor – Fall
38		Weight Room Supervisor – Winter
39		Weight Room Supervisor – Spring
40		Weight Room Supervisor - Summer
41		Summer School Coordinator
42		Head High School Cheerleader Advisor – Fall
43		Head High School Cheerleader Advisor – Winter
44		Assistant Athletic Director - Fall
45		Assistant Athletic Director - Winter
46		Assistant Athletic Director - Spring
47		Middle School Show Choir Director
48		Drama Director/Musical

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V

Head Middle School Football – 7th
Head Middle School Football – 8th
Head Middle School Basketball – Boys 7th
Head Middle School Basketball – Boys 8th
Head Middle School Basketball – Girls 7th
Head Middle School Basketball – Girls 8th
Head Middle School Wrestling
Head Middle School Track – Girls
Head Middle School Track - Boys
Assistant Freshman Football
Assistant Varsity Cheerleader Advisor-Fall
Assistant Varsity Cheerleader Advisor-Winter
Head Middle School Volleyball – 7th
Head Middle School Volleyball – 8th
Head Middle School Soccer – Boys
Head Middle School Soccer - Girls
Head Middle School Cross Country – Boys
Head Middle School Cross Country - Girls
Head Middle School Softball Coach – 7th
Head Middle School Softball Coach – 8th
Head Middle School Baseball – 7th
Head Middle School Baseball – 8th
Musical – Middle School
Rufus Director

VI

Assistant Middle School Football – 7th
Assistant Middle School Football – 8th
Middle School Cheerleader Advisor – 7th
Middle School Cheerleader Advisor – 8th
Stardusters Director
Assistant Freshman Wrestling
Freshman Cheerleader Advisor – Fall
Freshman Cheerleader Advisor – Winter
Assistant Middle School Volleyball
Assistant Middle School Track – Boys
Assistant Middle School Track – Girls
Assistant Middle School Track
Elementary Boys BB Coordinator
Elementary Girls BB Coordinator
Assistant Middle School Wrestling Coach
Elementary Boys Soccer Coordinator
Elementary Girls Soccer Coordinator
Elementary Volleyball Coordinator
Elementary Cheerleader Coordinator
Elementary Football Coordinator
Elementary Cross Country Coordinator

1		Elementary Tennis Coordinator
2		Elementary Swimming Coordinator
3		Elementary Wrestling Coordinator
4		Elementary Bowling Coordinator
5		Elementary Baseball Coordinator
6		Elementary Softball Coordinator
7		ES/MS Track Coordinator
8		ES/MS Golf Club Coordinator
9		Marching Band Percussion Director
10		Marching Band Drill Team Director
11		
12	VII	Pep Band Director
13		National Honor Society Director
14		Harding High School Senior Class Advisor
15		Marching Band Color Guard Director
16		MS Show Choir Choreographer
17		Choreographer – HS Musical
18		
19	VIII	Choreographer – MS Musical
20		Set Director – Musical
21		Prom Coordinator
22		Jacob’s Well Advisor
23		Harding High School Junior Class Advisor
24		Academic Challenge
25		Harding Singers Choreographer
26		FCCLA (Family Living Club)
27		Musical Vocal Director
28		Musical Orchestra Director
29		Musical Accompanist - High School
30		District Coordinators (4) - Art, Music (1), Phys Ed, Media
31		Middle School 8th Grade Field Trip Coordinator
32		High School Department Heads – [English, Math, Science, Social
33		Studies, Spec. Ed., and Non-cores I (Art, PE, Health, Music,
34		Foreign Language) and Non-cores II (Family Consumer, Science,
35		Robotics, Multi Media, Global Logistics, Heath Technology,
36		Exercise Science, Business, Early Childhood Education)]
37		Middle School Department Heads - (English, Math, Science, Social
38		Studies, Spec. Ed., and Non-cores)
39		
40	IX	High School Club Advisors – Venus, Chess, Tabletop Gaming, Pride,
41		E-sports, Art, Eco, Teen Institute.
42		Homecoming Coordinator
43		

Notes: Co-Coaches
Head Coach and Assistant Coach Salaries combined and divided equally.

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1 3. Supplemental Pay Scale

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**SUPPLEMENTAL PAY SCALE
EFFECTIVE JULY 1, 2022
BASE \$40,787**

	Step 1	Step 2	Step 3	Step 4	Step 5
0	0.210	0.215	0.220	0.225	0.230
	\$8,565	\$8,769	\$8,973	\$9,177	\$9,381
I	0.170	0.175	0.180	0.185	0.190
	\$6,934	\$7,138	\$7,342	\$7,546	\$7,750
II	0.115	0.120	0.125	0.130	0.135
	\$4,691	\$4,894	\$5,098	\$5,302	\$5,506
III	0.085	0.090	0.095	0.100	0.105
	\$3,467	\$3,671	\$3,875	\$4,079	\$4,283
IV	0.075	0.080	0.085	0.090	0.095
	\$3,059	\$3,263	\$3,467	\$3,671	\$3,875
V	0.060	0.065	0.070	0.075	0.080
	\$2,447	\$2,651	\$2,855	\$3,059	\$3,263
VI	0.050	0.055	0.060	0.065	0.070
	\$2,039	\$2,243	\$2,447	\$2,651	\$2,855
VII	0.045	0.050	0.055	0.060	0.065
	\$1,835	\$2,039	\$2,243	\$2,447	\$2,651
VIII	0.035	0.040	0.045	0.050	0.055
	\$1,428	\$1,631	\$1,835	\$2,039	\$2,243
IX	0.020	0.025	0.030	0.035	0.040
	\$816	\$1,020	\$1,224	\$1,428	\$1,631

**SUPPLEMENTAL PAY SCALE
EFFECTIVE JULY 1, 2023
BASE \$41,807**

	Step 1	Step 2	Step 3	Step 4	Step 5
0	0.210	0.215	0.220	0.225	0.230
	\$8,779	\$8,989	\$9,198	\$9,407	\$9,616
I	0.170	0.175	0.180	0.185	0.190
	\$7,107	\$7,316	\$7,525	\$7,734	\$7,943
II	0.115	0.120	0.125	0.130	0.135
	\$4,808	\$5,017	\$5,226	\$5,435	\$5,644
III	0.085	0.090	0.095	0.100	0.105
	\$3,554	\$3,763	\$3,972	\$4,181	\$4,390
IV	0.075	0.080	0.085	0.090	0.095
	\$3,136	\$3,345	\$3,554	\$3,763	\$3,972
V	0.060	0.065	0.070	0.075	0.080
	\$2,508	\$2,717	\$2,926	\$3,136	\$3,345
VI	0.050	0.055	0.060	0.065	0.070
	\$2,090	\$2,299	\$2,508	\$2,717	\$2,926
VII	0.045	0.050	0.055	0.060	0.065
	\$1,881	\$2,090	\$2,299	\$2,508	\$2,717
VIII	0.035	0.040	0.045	0.050	0.055
	\$1,463	\$1,672	\$1,881	\$2,090	\$2,299
IX	0.020	0.025	0.030	0.035	0.040
	\$836	\$1,045	\$1,254	\$1,463	\$1,672

**SUPPLEMENTAL PAY SCALE
EFFECTIVE JUL Y1, 2024
BASE \$42,643**

	Step 1	Step 2	Step 3	Step 4	Step 5
0	0.210	0.215	0.220	0.225	0.230
	\$8,955	\$9,168	\$9,381	\$9,595	\$9,808
I	0.170	0.175	0.180	0.185	0.190
	\$7,249	\$7,463	\$7,676	\$7,889	\$8,102
II	0.115	0.120	0.125	0.130	0.135
	\$4,904	\$5,117	\$5,330	\$5,544	\$5,757
III	0.085	0.090	0.095	0.100	0.105
	\$3,625	\$3,838	\$4,051	\$4,264	\$4,478
IV	0.075	0.080	0.085	0.090	0.095
	\$3,198	\$3,411	\$3,625	\$3,838	\$4,051
V	0.060	0.065	0.070	0.075	0.080
	\$2,559	\$2,772	\$2,985	\$3,198	\$3,411
VI	0.050	0.055	0.060	0.065	0.070
	\$2,132	\$2,345	\$2,559	\$2,772	\$2,985
VII	0.045	0.050	0.055	0.060	0.065
	\$1,919	\$2,132	\$2,345	\$2,559	\$2,772
VIII	0.035	0.040	0.045	0.050	0.055
	\$1,493	\$1,706	\$1,919	\$2,132	\$2,345
IX	0.020	0.025	0.030	0.035	0.040
	\$853	\$1,066	\$1,279	\$1,493	\$1,706

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1 4. Supplemental Pay Schedule

2
3 The following supplemental contracts will be divided over 26 or fewer payments rather than a
4 one-time sum payment:

5
6 Marching Band Director, Assistant Marching Band Director, Trainer, Harding Singers Director,
7 High School Newspaper Advisor, Yearbook Advisor, Stardusters Director, Pep Band Director,
8 Jacob’s Well Advisor, Junior Class Advisor, Senior Class Advisor, District Network Specialist,
9 Technology Coordinators (MS and HS), Robotics (MS and HS), Gifted Coordinators (ES,
10 MS/HS), National Honor Society, Rufus Director, Harding Singers Choreographer, FCCLA, High
11 School Department heads, Middle School Department Heads, Multi-Cultural Club Advisor,
12 District Coordinators, Middle School 8th Grade Field Trip, Middle School Show Choir Director.

13
14 Payment for services rendered under a supplemental contract other than those listed above will be
15 made after all the responsibilities for the supplemental contract have been fulfilled as certified by
16 the Athletic Director or Principal.

17
18 Payment for supplemental contract services so rendered will be made in a one-time lump sum
19 payment as follows:

20	Fall Activities	November
21	Winter Activities	April
22	Spring Activities	June
23	Summer	August

24
25 5. Tournament Extended Time Pay

- 26
27 1. Coaches or advisors of sports or activities who must qualify to participate in high school
28 state tournaments shall be paid an additional stipend for such qualifications in a separate
29 check. The stipend will be granted to all varsity and varsity assistants who are the coaches
30 of the team or individuals and are responsible for the achievements of the team or
31 individual as determined by the athletic director.
32
33 2. For high school coaches or advisers that have automatic entry into the state tournament,
34 the additional stipend shall only be paid after the team advances beyond the first (non-bye)
35 round of the tournament. Since football does not have automatic entry into the OHSAA
36 tournament, football coaches will be paid for qualifying in the first round of the OHSAA
37 football play-offs.
38
39 3. Coaches/advisors/music directors will be paid for each practice or contest as submitted on
40 a post-season stipend form and approved by the direct supervisor. The stipend will be paid
41 for a maximum of five (5) weeks.
42
43 4. A review committee consisting of three (3) representatives appointed by the association
44 and three (3) representatives appointed by the Superintendent will review this provision of
45 the contract annually before August 1, if requested. The purpose of the review committee
46 will be to determine if inequities exist in this provision of the contract and to discuss
47 possible solutions.

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5. Holders of supplemental contracts eligible to receive tournament incentive pay include all positions listed below:

<u>Range</u>	<u>Positions</u>
1	Head Varsity Football Head Varsity Basketball-Boys Head Varsity Basketball-Girls Marching Band Director
2	Head Varsity Wrestling Head Varsity Baseball Head Varsity Softball Head Varsity Soccer-Boys Head Varsity Soccer-Girls Head Varsity Volleyball Asst. Marching Band Director Head Varsity Cross Country Head Varsity Swimming Coach Head Varsity Golf - Boys Head Varsity Golf - Girls Head Varsity Tennis - Boys Head Varsity Tennis - Girls Head Varsity Bowling Coach Overall HS Track Coordinator
3	Asst. Varsity Football Asst. Varsity Basketball-Girls+Boys Asst. Varsity Wrestling Assistant Varsity Baseball Assistant Varsity Softball Head HS Track - Boys Head HS Track - Girls Assistant Varsity Soccer - Boys Assistant Varsity Soccer - Girls Assistant Varsity Cross Country Assistant Varsity Volleyball Assistant Varsity Swimming Assistant HS Varsity Tennis - Boys Assistant HS Varsity Tennis - Girls Assistant HS Bowling
6	Marching Band Percussion Director Marching Band Drill Team Director

1 7 Pep Band Director
2 Marching Band Color Guard Director

3
4 8 Mock Trial Advisor

5
6 The amount of the stipend shall be based upon group assignments as follows:

7 Range Pay

8	0	\$20.00 per day
9	1	\$20.00 per day
10	2	\$17.00 per day
11	3	\$14.00 per day
12	4	\$13.00 per day
13	5	\$12.50 per day
14	6	\$8.50 per day
15	7	\$7.00 per day
16	8	\$6.00 per day
17	9	\$5.00 per day

18
19 Scouts would be available for certain team sports (football, basketball, baseball, softball,
20 volleyball, and soccer) after HHS teams win the first round of the OHSAA team sponsored
21 tournaments. For the scouting assignment, scouts would be paid at Range 4.

22
23 No more than three (3) scouts would be paid for all possible opponents at each level of
24 tournament play. To be paid a scout would have to be a current school employee.

25
26 6. Additional Duty Stipends

27
28 Stipends shall be negotiated with Association Leadership for additional duties for
29 committee work outside the scope of supplemental contract duties or regular teaching
30 assignments of bargaining unit members. Both parties will identify:

- 31
32 1) Member(s) to be paid the stipend,
33 2) Nature of the committee work,
34 3) The duration and frequency of the committee, and
35 4) the amount of the stipend.

36
37 Stipends may not be used to enhance salary or supplemental contract compensation.
38 Attendance at 75% or more of the meetings are required to receive the stipend, unless
39 otherwise approved by the supervisor.

40 7. Grandfathered Medical Buyout

41 Employees who received an insurance buyout in August 2020 will be eligible for
42 continued buyout until their eligibility ends. The following payments apply:

- 43
44 \$3,000 per year to drop family coverage
45 \$1,000 per year to drop single coverage

1
2 (Employees taking the buyout are still eligible for Plan III, Life Insurance and
3 Vision plans).

4
5 If two employees of the district are married and one drops coverage to go on the
6 family coverage of the other, he/she is not eligible for the buyout.

7
8 Payments will be made in a lump sum payment in a separate check in the August
9 special pay.

10
11 At any time an employee chooses to enroll in medical insurance plans offered by
12 the district, this buyout terminates and cannot be reactivated.

13
14 **Article #23. Retirement Pay**

- 15
16 1. Each bargaining group member of the Marion City Schools who have completed ten
17 (10) years or more of service with Marion City Schools shall receive payment based on
18 his/her daily base rate of pay at retirement for one-third (1/3) of his accrued but unused
19 sick leave at retirement up to a maximum accrual of one hundred fifty (150) days (i.e.,
20 maximum pay of 50 days). Those employees who have been employed less than ten
21 (10) years will have their payment prorated based on the number of years they were
22 employed.

23
24 In addition, retiring bargaining group members shall receive an additional day's pay,
25 up to a maximum of five (5) total days, for each full year of perfect attendance at the
26 Marion City Schools.

27
28 This amount shall be paid to the bargaining group member in a separate paycheck. This
29 amount shall be paid to the bargaining unit member within thirty (30) days of their last
30 regular Marion City School payroll check providing that they have submitted a copy of
31 their first STRS retirement check to the Treasurer's Office.

32
33 2. **Longevity Retirement Pay**

34
35 For those bargaining group members accumulating more than 120 days of sick leave and
36 who provide an official letter of retirement by the 1st of April of the year in which they
37 will retire, longevity retirement pay will be granted as follows (in the same paycheck as
38 the payment from Section #1 above):

- 39
40 a. Those who have served their last 10 years in the Marion City Schools will be
41 granted two more days of retirement pay.
42
43 1) If they have served the last 15 years in the Marion City Schools – 5 days
44
45 2) If they have served the last 20 years in the Marion City Schools – 6 days
46

1 3) If they have served the last 25 years in the Marion City Schools – 9 days

2
3 4) If they have served the last 30 years in the Marion City Schools – 10 days

4
5 b. An official leave of absence granted by the Marion City Board of Education or
6 disability retirement as approved by the State Teacher's Retirement System will
7 count as service credit for longevity retirement days' pay purposes. In other words,
8 an official leave of absence or disability retirement will not break service credit for
9 retirement longevity days.

10
11 **Article #24. S.T.R.S. Pick-up**

12
13 The Marion City Board of Education agrees to pick up (assume and pay) contributions to the State
14 Teacher's Retirement System upon behalf of the employees in the bargaining group on the
15 following terms and conditions:

16
17 1. The amount to be picked up and paid on behalf of each employee shall be one hundred
18 percent (100%) of the employee's contribution. The employee's annual compensation shall
19 be reduced at no cost to the Board for federal and state tax purposes only by an amount
20 equal to the amount picked up and paid by the Board.

21
22 2. The pick-up percentage shall apply uniformly to all members of the bargaining group.

23
24 3. No employee covered by this provision shall have the option to elect a wage increase or
25 other benefits in lieu of the employer pick-up.

26
27 **Article #25. Direct Deposit**

28
29 All bargaining group members shall be paid by direct payroll deposit.

30
31 **Article #26. Authorized Payroll Deductions**

32
33 1. The following payroll deductions are required for all employees of the Marion City
34 Schools:

35
36 a. Federal Withholding Tax (personal income tax)

37
38 b. State of Ohio Income Tax

39
40 c. City of Marion Income Tax

41
42 d. Employee's proportion of retirement system contributions

43
44 e. Medicare

45
46 2. The following payroll deductions are authorized as being optional on the part of the

1 employee and must be authorized by the respective employee in advance of the deduction
2 on the prescribed forms within the prescribed timelines:

3
4 a. Employee portion of health, major medical, and/or term life insurance costs will be
5 deducted from the first two pay periods of each month.

6
7 b. Dues to Association

8
9 (Annually authorized dues to the Marion Education Association will be made in
10 twenty-two (22) equal deductions, commencing with the third (3) pay check, and
11 monies will be transmitted promptly to the Marion Education Association. Payroll
12 deduction of dues shall be made on the same schedule as insurance deductions are
13 made.)

14
15 c. Marion United Way

16
17 d. Annuities

18
19 Board Selection of 403 (b) Investment Providers

20
21 This understanding reflects the provisions of the “any willing provider” statute
22 under Ohio Revised Code Section 9.91.

23
24 The Marion City Schools may limit the right of an individual employee to designate
25 the agent, broker or company to provide tax-sheltered annuities under an Internal
26 Revenue Code section 403(b) plan sponsored by the District by requiring:

27
28 A. The investment provider that offers such Code section 403(b) tax-sheltered
29 annuities to execute a reasonable service agreement, information sharing
30 agreement, hold harmless agreement and agree to use ING’s Plan with Ease
31 and common remitter service. In addition, other similar agreements, as
32 determined at the discretion of the District, that protects the District from
33 any liability under Code section 403(b), other provisions of the Internal
34 Revenue Code and any other applicable federal or state law which may
35 result from procurement of the annuity and

36
37 B. Designation of such agent, broker or company by at least 10 employees.

38
39 C. In order that any new company or any new program of an aforementioned
40 company be approved for annuity deductions there must be evidence
41 submitted to the Treasurer that at least ten (10) employees of the Marion
42 City Schools will participate in the proposed new program or company.)
43
44
45
46

1 e. I.R.A.

2
3 (Sign up requirements shall be the same as Annuities.) I.R.A. deductions will be
4 from 24 of the 26 pay periods. In those months that have 3 pay periods, deductions
5 will be made in the first 2 pay periods each month. In order that any financial
6 institution or any new investment program of a financial institution be approved for
7 I.R.A. deductions there must be evidence submitted to the Treasurer that at least
8 ten (10) employees of the Marion City Schools will participate in the proposed new
9 program or financial institution.

10
11 **Article #27. Additional Hours Assigned**

12
13 Bargaining group members assigned additional hours, such as, but not limited to, Summer School,
14 Tutors, Home Instruction, shall be compensated at a rate based on BA/0 (current amount on Salary
15 Schedule / 184 (work days per year / 7.5 (regular hours worked per day), recalculated every first
16 day of teacher report.

17
18 Any work that is considered voluntary, outside of supplemental and/or stipend work, shall be paid
19 at this hourly rate, subject to approval of a supervisor.

20
21 **Article #28. Insurance**

22
23 In order to be eligible for insurance, an employee must be employed for at least thirty (30) hours
24 per week.

25
26 Employees may not be paid cash in lieu of insurance benefits.

27
28 Coverage: See Plan Booklet for COG adopted coverage information

29
30 Medical

31
32 A. The Board will pay 89.5% of the premium and the employee will pay 10.5% for full-
33 time employees.

34
35 B. Stark County Schools Council of Governments

36
37 The Marion City Schools may fully meet its obligations to provide health care benefits
38 and services under this collective bargaining agreement by participating in the health
39 benefits program of the Stark County Schools Council of Governments (COG). The
40 Board shall provide health, dental and life insurance through the COG. The coverage
41 shall be the standardized COG specifications.

42
43 C. Preferred Provider - Doctors/Hospitals

44 1. The parties agree that one or more Preferred Provider Organization (PPO) programs
45 for hospital and physicians' services shall be provided through the Stark County
46 Council of Governments (COG) Health Insurance Program. Anyone, as of August

1 1, 2009, who has the traditional Mutual Health Program instead of the PPO, may
2 continue such participation.

- 3
4 2. The selection of the PPO(s), the types of benefits/programs, or any changes therein,
5 shall be mutually determined by the representative of the COG and the Stark
6 County OEA office representative.

7
8 D. Preferred Provider - Prescription Drugs

9
10 The Board shall provide, through the Stark County Council of Governments, a preferred
11 provider drug program that, if the employee chooses to utilize, will include the following:

- 12
13 1. The program will be available to employees and their dependents who have
14 “primary” coverage under the District’s insurance.
15
16 2. The employee will pay the 20% co-payment to the provider and the remaining
17 80% will be directly billed to the insurance company. If the yearly maximum
18 has been reached, provisions will be made to refund the employee’s 20% co-
19 payment.
20
21 3. The deductible will be waived.
22
23 4. The list of covered expenses shall be agreed upon by the COG and the Stark
24 County OEA office representative.
25
26 5. Mail order prescription: Mail order must be used for maintenance drugs in order
27 for the insurance provisions to apply.
28
29 6. Generic: Generic drugs must be substituted where applicable in order for the
30 insurance provisions to apply.

31
32 PLAN I - Employees electing medical insurance will receive a \$5,000 Life package
33 and vision insurance fully paid by the board, and dental coverage paid for at 90%
34 by the Board..

35
36 PLAN II When waiving medical insurance, employees may elect a \$20,000 term
37 life insurance, vision and dental coverage. The Board pays \$15.10 per month for
38 the life insurance, individual dental and vision plans. The Board pays \$30.54 for
39 the family life insurance, family dental, and family vision plans.

40
41 PLAN III Employees waiving medical, dental and vision insurance may elect a
42 \$25,000 Term Life Insurance plus vision (100% paid by the Board).

- 43
44 1. Any teaching employee can select either Plan I, Plan II, or Plan III.
45

- 1
2 7. Only work taken at colleges and universities approved for accreditation of teacher
3 education will be eligible for tuition reimbursement approval.
4
5 8. The Board may suspend college tuition payments for any year in which it has been certified
6 by the Auditor of State as having a projected cash flow deficit in connection with an
7 Emergency School Assistance Loan. All previously approved college tuition payments
8 will be paid. Upon repayment of any Emergency School Assistance Loan, the operation
9 of this Article will be restored.
10
11 9. If a Bargaining Unit Member remains employed by the District for three (3) consecutive
12 years after completion of a master's degree program, he/she will receive a \$250 one-time
13 bonus, payable in a separate check. All extra pay sheets that are not turned in by the
14 deadline due date will no longer qualify as a separate check. The extra pay would then be
15 included in the regular payroll check. Teachers completing their master's degree program
16 after June 1, 1999 are eligible. The bonus must be applied for by the teacher. Only one
17 master's degree per person is eligible for the bonus.
18
19 10. Employees must provide personal payment for classes. Any class that is paid through
20 scholarships or grants that are not paid back may not be reimbursed.
21

22 **Article #30. Tuition Waiver**

23
24 Upon the written request of any full-time bargaining group member, the Marion City School
25 District shall permit the student enrollment of the dependent(s) of such bargaining group
26 member(s), regardless of the school district in which they reside; and the enrollment of such
27 dependent(s) shall be without any tuition charge. Enrollment timelines shall be the same as those
28 applicable to the admission of other out-of-district pupils, as established by Board policy.
29

30 **Article #31. Admission to Extra-curricular Activities**

31
32 Each bargaining group member will receive one yearly pass for themselves and one pass for their
33 spouse at no expense to all Marion City Schools extra-curricular activities, unless those activities
34 are restricted due to health/safety mandates or athletic governing bodies. The pass must be
35 presented at time of admission and passes are non-transferable. If a bargaining group member
36 provides a pass to an unauthorized person, the pass(es) is subject to being revoked.
37

38 **Article #32. Seniority**

39 1. Definitions

40 Seniority is the length of continuous service in the district measured from the most recent
41 date of hire.
42

43 2. Accrual of Seniority

44 a. Seniority begins to accrue on the first day of work as a district employee and
45 continues for each day that the employee is on active pay status or is receiving
46 Workers' Compensation by reason of an injury as a district employee.

- 1
2 b. Time spent on inactive pay status such as, for example, absence from duty by reason
3 of unpaid leave or contract suspension (layoff) shall not be added to seniority but
4 shall not constitute a break in seniority.
5
6 b. Seniority ends when the member leaves the employment of the district. Non-
7 renewal or resignation followed by re-employment for the following year, with no
8 break in actual service, will not end accrued seniority.
9

10 3. Equal Seniority

- 11 a. A tie in seniority shall occur when two (2) or more employees have the same
12 amount of seniority credit as determined by the seniority list. Ties will be broken
13 based on the earliest of the following:
14
15 1) The first day of actual work in the district.
16
17 2) The date of the Board action approving the contract of employment.
18
19 3) The earliest date of service as a substitute teacher in the district prior to
20 regular teaching employment.
21
22 4) By the flip of a coin.
23

24 4. Annual Seniority List

25
26 Each year prior to November 1, the Board will develop and provide to the Association
27 President a seniority list. The seniority list will include each bargaining unit member
28 employed under a continuing contract in descending order of seniority.
29

30 Members employed under limited contracts will be listed below continuing contract
31 members, also listed in descending order of seniority. The list will reflect all teaching
32 certificates held by each member.
33

34 The Association will notify each member of the seniority list. Any challenge to the
35 placement of any member on the seniority list must be presented to the Superintendent or
36 designee, in writing no later than November 30. If no challenge is made to the seniority
37 list it will be considered final.
38

39 Any change to the seniority list resulting from a challenge will be provided to the
40 Association President not later than Jan 31.
41

42 **Article #33. Faculty Substitutes**

- 43
44 1. Bargaining group members who assume the duties of another staff member during his/her
45 preparation and/or conference period shall be compensated for the additional duty at the
46 rate established in Article 27.

- 1
- 2 2. Bargaining group members who assume the duties of another staff member by absorbing
- 3 half of his/her class(es) or teaching his/her class(es) in addition to their own or in place of
- 4 their own assignment shall be compensated sixty (\$60) per full day or thirty (\$30) per half
- 5 day for the additional duty.
- 6
- 7 3. Specialists at any level who are pulled from their regular duties will be compensated sixty
- 8 (\$60) per full day or thirty (\$30) per half day to assume the duties of another staff member.
- 9
- 10 4. At the beginning of each semester teachers who want to volunteer for substituting shall put
- 11 their name on a list in each building indicating what period(s) they are available. If a
- 12 bargaining group member agrees to have their name placed on the list, it is understood that
- 13 they are expected to comply if asked to cover a class by an administrator unless there are
- 14 extenuating circumstances.
- 15
- 16 5. If no substitute is available in a particular situation the principal has the right to select and
- 17 assign teachers to substitute duty, without regard to seniority.
- 18
- 19 6. The principal must sign the pay slips before they are turned in for payment. Pay slips must
- 20 be turned in within two (2) weeks of substitution.
- 21
- 22 7. Nothing in this Article is intended to require that the administration use a faculty substitute
- 23 in any particular situation, nor does it prevent an administrator from covering a class
- 24 instead of using a faculty substitute.
- 25

26 **Article #34. Local Professional Development Committee**

- 27
- 28 1. There shall be a Local Professional Development Committee (LPDC) consisting of up to
- 29 eleven (11) members who are employees of the Marion City Board of Education. Six
- 30 members shall be members of the bargaining unit and shall be appointed by the President
- 31 of the Marion Education Association. Terms of bargaining unit members shall be two (2)
- 32 years. The President of MEA and MEA Executive Board Members will be permanent
- 33 members of the LPDC as long as MEA executive offices are held.
- 34
- 35 2. There will be up to five (5) non-bargaining unit members of the LPDC who will be
- 36 appointed by the Superintendent. Terms of non-bargaining unit members shall be two (2)
- 37 years. The Superintendent or his designee will be a permanent member of the LPDC.
- 38
- 39 3. A stipend of \$821.95 will be paid to standing bargaining unit members. Members can
- 40 choose whether to include payment in regular pay or separate check to be paid in June.
- 41 The stipend will increase at the start of each contract year by the same percentage that the
- 42 base salary increases for that year. Employees who do not fulfill a complete year (July-
- 43 June) of committee work will have payment pro-rated.
- 44

45 All extra pay sheets that are not turned in by the deadline due date will no longer qualify

46 as a separate check. The extra pay would then be included in the regular payroll check.

47

- 1 4. Vacancies shall be filled in the manner of original appointment. The LPDC shall meet
2 once monthly and at other times as may be determined.
3

4 **Article #35. Member Evaluation**

5 **DEFINITIONS**

- 6 A. Credentialed Third Party Evaluator (CTPE): A person who is employed by an entity
7 other than the Board of Education and is contracted by the Board to conduct
8 evaluations, who holds a license designated for being a Superintendent, Assistant
9 Superintendent, Principal, Vocational Director, or Administrative Specialist in any
10 educational area issued under Ohio Rev. Code § 3319.22, and is properly credentialed
11 to be an evaluator.
- 12 B. Evaluation Cycle: The period from the establishment of a professional growth or
13 improvement plan through the issuance of an evaluation rating, in the year in which an
14 evaluation rating is required by this contract or Ohio Rev. Code.
- 15 C. Evaluation Factors: The walkthrough(s), observation(s), and other components required
16 by Ohio Rev. Code to be used in the teacher evaluation procedure
- 17 D. Evaluation Framework: The document created and approved by the ODE that
18 establishes the Standards-Based evaluation of teachers in accordance with Ohio Rev.
19 Code § 3319.111(A).
- 20 E. Evaluation Procedure: The procedural requirements set forth in this agreement which
21 conform with and provide specificity to the statutory obligations established by Ohio
22 Rev. Code § 3319.111 and § 3319.112.
- 23 F. Evaluation Rating: The final summative evaluation level that is assigned to a teacher
24 based on the holistic review of all Evaluation Factors, observed during the Evaluation
25 Cycle. The rating shall be “accomplished”, “skilled”, “developing”, or “ineffective”.
26 The final rating shall not be weighted in such a way that one (1) domain or component
27 of the evaluation system has a higher importance than another, except that any area
28 marked N/A shall not negatively impact the evaluation rating.
- 29 G. Evidence: Information collected by the evaluator and/or information provided to the
30 credentialed evaluator by the teacher, to support and inform the accurate reflection of
31 the Evaluation Factors. Examples include, but are not limited to, student information
32 affecting educational progress, student interest or learning style surveys, newsletters,
33 classroom rules, lesson plans, student portfolios, summative assessments, and student
34 work samples.
- 35 H. High Quality Student Data (HQSD): Quantitative information, derived from
36 instrument(s) rigorously reviewed and approved by locally determined education
37 experts, which provides evidence of student learning that can be directly attributed to
38 the teacher being evaluated.

1 I. Improvement Plan: A detailed, written plan collaboratively developed between the
2 teacher and evaluator, utilized solely when a teacher receives an Evaluation Rating of
3 ineffective or the evaluator deems appropriate based on evidence or lack thereof in the
4 rubric.

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

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

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

12 M. Professional Growth Plan: A written plan, self-directed or jointly developed between
13 the teacher and evaluator, designed for the sole purpose of continuing teacher growth
14 focused on areas identified in the teacher's observations and/or evaluation.

15
16 1. Purpose

17
18 a. To assess a member's work performance.

19
20 b. To help the member to achieve improved knowledge and skills in performance of
21 the work assignment.

22
23 c. To constitute the basis for personnel decisions including advancement,
24 reassignment, continuing contract status, or contract non-renewal, reduction in
25 force or termination.

26
27 2. Procedure

28
29 a. Unit members subject to the standards-based evaluation framework are those
30 defined in Section 3319.111 of the Ohio Revised Code and who shall be evaluated
31 by credentialed evaluators per 3319.11 and 3319.12:

32 Full Evaluation Cycle

- 33 • Professional Growth or Improvement Plan
- 34 • A minimum of two (2) formal observations of not less than thirty
- 35 (30) consecutive minutes, of which the first is holistic
- 36 • A post holistic observation conference
- 37 • A minimum of two informal observations aka walkthroughs;
- 38 • Completion of the evaluation cycle by May 1st with written
- 39 evaluation results provided to the member by May 10th.

40

1 Less Frequent Evaluation Cycle

- 2 · One observation
- 3 · A conference in response to the observation
- 4 · A professional growth plan

5 Final conference and completion of the evaluation cycle by May 1st with written
6 evaluation results provided to the member by May 10th.

7 b. Unit members employed under limited contracts who are under
8 consideration for non-renewal will have a minimum of three (3) observations of
9 which the last will be holistic.

10 c. Unit members who are employed under a continuing contract and who
11 received a final rating of “Accomplished” on his/her most recent evaluation cycle
12 shall be fully evaluated once every three (3) years; provided the evaluator
13 determines the teacher has made progress on their annual professional growth plan.
14 In each year in which the teacher is not fully evaluated, the requirements of the less
15 frequent cycle shall apply.

16 d. Unit members who are employed under a continuing contract and who
17 received a final rating of “Skilled” on his/her most recent evaluation cycle may be
18 fully evaluated once every two (2) years; And the evaluator determines the teacher
19 has made progress on their annual professional growth plan. In each year in which
20 the teacher is not fully evaluated, the requirements of the less frequent cycle shall
21 apply.

22 3. Evaluation Committee

23 The Association and the Board agree to a joint Evaluation Committee for the purpose of
24 monitoring, reviewing, and making recommendation concerning all aspects of OTES 2.0
25 as defined in Article I, Recognition in the Marion City Schools. This includes but is not
26 limited to, procedures, processes, and all forms, identification, approval and use of High
27 Quality Student Data measures and other tools that are used by the member’s evaluator or
28 that an evaluated member is required to complete as part of the any evaluation cycle.

29 a. Association members of the Joint evaluation committee shall be appointed
30 by the Association president and have one member from every building and
31 specials represented. The Board shall be represented on the Committee by the
32 principals and DSC administrator who are involved with teaching and learning.

33 b. The joint evaluation committee shall meet bi-monthly during the school
34 year and maintain notes which will be shared with both parties within 3 days after
35 any meeting for the duration of this contract. All recommendations and decisions
36 from the joint committee are subject to approval by the members of the association
37 and local board of education.

38

1 4. Operational Procedures

2 a. The joint evaluation committee shall be chaired jointly by an evaluation
3 committee member from the Association and an evaluation committee member
4 from the Board.

5 b. The joint evaluation committee members will receive ongoing training during
6 their work as needed or requested.

7 c. The joint evaluation committee will establish by mutual agreement a meeting
8 calendar, agenda, and timeline by August 30th of each school year for work
9 completion.

10 d. The joint evaluation committee agendas will be developed jointly by the co-
11 chair persons of the joint evaluation committee. At least 10 days before the
12 meeting.

13 e. All recommendations of the joint evaluation committee will be made by
14 majority. The Board and Association shall develop an equal number of voting
15 members.

16 f. The joint evaluation committee shall be authorized to utilize consultant(s)
17 (examples are but not limited to educational consultants, software consultants,
18 credentialing trainers, etc.) as it deems appropriate. The cost, if any, will be borne
19 by the Board provided that any cost has been pre-approved by the
20 Superintendent/designee.

21 g. Annually, the joint evaluation committee will review the results of the new
22 evaluation system and discuss/make recommendations for possible adjustments.

23 5. Compensation

24 a. Association members of the joint evaluation committee will receive release time
25 for evaluation committee work and training including but not limited to the
26 monitoring, review, and recommendations. Association members will be
27 compensated for any work during non-scheduled days or after the regular workday,
28 provided that any such time has been pre-approved by the Superintendent/designee.

29 6. Secretarial Support

30 a. The Marion City Schools will provide secretarial support and assistance to the
31 joint evaluation committee. Responsibilities may include but are not limited to note
32 taking, copying, committee notification, communications, distribution of materials
33 and other duties as needed.

34

35

1 7. Committee Authority

2 a. The joint evaluation committee shall not have the authority to negotiate wages,
3 hours or terms and conditions of employment.

4 b. The evaluation committee is responsible to jointly review and monitor ~~the~~ OTES
5 2.0 system.

6 c. Recommendations for any needed modifications to the evaluation system will
7 be formally suggested in writing by the joint evaluation committee to the
8 Association President and Superintendent no later than June 30 of the preceding
9 year in order to be considered for the next academic year. The joint evaluation
10 committee will include the specific rationale for recommended changes.

11 d. All recommendations including modifications will be subject to Ratification by
12 the Board and the Association through a memorandum of understanding during the
13 term of this Contract.

14 e. In the event of legislative action by the Ohio General Assembly that materially
15 affects this topic, the parties to the Agreement agree to discuss such action and to
16 enter into a memorandum of understanding to make the appropriate adjustments if
17 needed and agreed.

18 **Article #36. Non-Discrimination**

19
20 The Board and the Association agree that the board’s policies and practices affecting members and
21 the Association’s representation of the interests of members shall be without discrimination based
22 on membership in the Association, race, color, national origin, religion, gender, sexual orientation
23 (including transgender identity), marital status, disability, age, genetic information, military status,
24 or the free exercise of any right guaranteed by law, government regulation under the law, or by
25 this negotiation agreement.

26
27 **Article #37. Non-Teaching Duties**

28
29 Members may be required by the Building Principal to attend meetings outside the regular 7.50
30 (seven and one-half) hour school day provided such meeting does not exceed one (1) hour beyond
31 the regular day. Only one (1) such meeting may be scheduled per month (Excluding December)
32 that exceeds the regular workday; and one (1) meeting up to thirty (30) minutes per semester may
33 be scheduled by the Superintendent to update and inform staff of pertinent information.

34
35 **Article #38. Professional Dress and Appearance**

36
37 Members are expected to dress in a professional manner appropriate to the subject matter being
38 taught. Occasional casual dress days in each building will be determined by the building
39 administrator. Members, who after reasonable written notice, refuse to conform to the
40 requirements of this provision, may be subject to discipline.

41

1 **Article #39. Resident Educator Program**

2
3 1. **Purpose**

4
5 The Resident Educator Program for beginning teachers will provide coaching, mentoring
6 and guidance that are critical to improving their skills and knowledge and student
7 achievement. The Resident Educator Program will be administered and funded by the
8 Marion City School District.
9

10 2. **Definitions**

11
12 a. Resident Educator Program

13
14 A four-year program created and required by state law that is designed to provide
15 newly licensed educators quality mentoring and guidance. Successful completion
16 is required to advance to a five-year professional educator license.
17

18 b. Resident Educator Mentor

19
20 A Mentor is a teacher trained through the Ohio Department of Education Resident
21 Educator Mentoring Program to provide professional support to a Resident
22 Educator.
23

24 c. Resident Educator

25
26 A Resident Educator is a teacher employed under a Resident Educator license.
27

28 d. Resident Educator Coordinator

29
30 A member or Administrator who is employed by the District to manage the
31 Resident Educator Program.
32

33 e. Formative Assessment

34
35 Formative assessment is diagnostic and designed to yield information that will help
36 teachers identify specific areas for skill enhancement. Formative assessment
37 consists of collaboration among professionals to provide adequate feedback and
38 assistance to support the growth of individual professional achievement.
39

40 f. Lead Mentor

41
42 (Reference Article XXB2). Consulting teacher who will oversee the mentor
43 program and provide guidance and assistance to mentor teachers as well as resident
44 educator teachers. Lead Mentor shall coordinate with appropriate agencies and
45 persons to provide local training/in-service for mentors and resident educators.
46

1 3. Resident Educator Mentor

2
3 a. Qualifications

- 4
5 1) The Resident Educator Mentor must have at least three (3) years teaching
6 experience.
7
8 2) A Resident Educator Mentor must be trained to act as a Mentor through the
9 Ohio Department of Education Mentoring program (training paid by BOE).
10
11 3) A Resident Educator Mentor must hold a valid teaching certificate/license
12 and meet all other qualifications established by the Ohio Department of
13 Education.
14
15 4) A Resident Educator Mentor must have demonstrated the ability to work
16 cooperatively and effectively with the bargaining unit members and have
17 extensive knowledge of a variety of classroom management and
18 instructional techniques.
19

20 b. Selection

- 21
22 1) A bargaining unit member interested in the leadership role of Resident
23 Educator Mentor to a Resident Educator shall notify the Mentor coordinator
24 and Building Administrator in writing no later than June 1 of the school year
25 prior to the year in which they wish to serve as a Resident Educator Mentor.
26
27 2) A teacher who is requested to become a Mentor has the option to decline
28 the position.
29
30 3) It is the responsibility of the administration to assign a Mentor to every
31 resident educator.
32

33 c. Responsibilities

- 34
35 1) The Resident Educator Mentor shall carry out the Resident Educator
36 Program in conjunction with the Resident Educator rules, regulations, and
37 guidelines developed by ODE.
38
39 2) The Resident Educator Mentor does not have a formal evaluative role. Any
40 assessments that are evaluative in nature shall not be performed by the
41 Resident Educator Mentor.
42
43 3) During the first year of the mentoring process the maximum number of
44 Resident Educators a Resident Educator Mentor can have is two (2). After
45 the first year of the mentoring process the maximum number of Resident
46 Educators a Resident Educator Mentor can have is three (3).

1 4. Resident Educator

2
3 a. Assignment of Resident Educator Mentor

4
5 1) The Resident Educator Mentor and his/her assigned Resident Educator shall
6 be provided the opportunity to meet during the new teacher orientation
7 which will be held prior to the beginning of the school year.

8
9 2) The Resident Educator will be matched with a Resident Educator Mentor in
10 the same subject and/or grade level when available. If such an assignment
11 is not possible, a Resident Educator Mentor who is closest to the Resident
12 Educator's grade and/or subject area in which he/she is licensed and is
13 assigned to the same building as the Resident Educator will be assigned.
14 The final assignment is the Building Administrator's responsibility.
15

16 5. Resident Educator Coordinator

17
18 a. Responsibilities and qualifications for the Resident Educator Coordinator are based
19 on rules, regulations and guidelines established by the Ohio Department of
20 Education and the Ohio Revised Code.
21

22 6. Confidentiality of the Mentoring Process

23
24 a. All interaction, written or oral, between the Resident Educator Mentor, Resident
25 Educator, and the Resident Educator Coordinator shall be regarded as confidential.
26

27 b. The Resident Educator Mentor-Resident Educator relationship shall be solely for
28 the purpose of formative assessment. No information obtained in this relationship
29 shall serve as a basis for any summative evaluation of the Resident Educator's
30 performance.
31

32 c. No information, written or oral, gained through the Mentoring process, shall be
33 used in any employment or re-employment decision by the Board and shall be
34 confidential between the Resident Educator Mentor, Resident Educator, and
35 Resident Educator Coordinator.
36

37 7. Compensation

38
39 a. Each Resident Educator Mentor/Lead Mentor/Mentor Coordinator will be assigned
40 a supplemental contract.
41

42 b. Resident Educator Mentor(s), Lead Mentor, and the Resident Educator Coordinator
43 shall be provided board-paid ongoing professional development related to the
44 mentoring process.
45
46
47

1 8. Program Review

2
3 Members serving as a Resident Educator Mentor, Resident Educators, Lead Mentor, and
4 the Resident Educator Coordinator will meet annually as a group to assess the program.
5 Recommendations will be submitted in the form of a written report to the Association
6 President and the Superintendent.
7

8 **Article #40 Class Size**

9
10 The Board and Association recognize that the number of students in a classroom is a significant
11 educational matter which must be based upon a number of factors including state statutes, the
12 financial resources of the district, the physical facilities available, and the overall needs of the
13 educational program. In accordance, the Board and Association agree as follows:
14

- 15 a) The board will make every effort not to exceed benchmarks for class size limits as
16 listed below. The bargaining group member whose class size exceeds district
17 benchmarks and/or the Association can request a conference with his/her building
18 principal to explore options.
19
20 b) Except as may otherwise be provided in this Agreement, benchmark for each of the
21 levels will be:

- 22
23 1) K-2 22 pupils per class
24 2) 3-5 25 pupils per class
25 3) 6-8 26 pupils per class
26 4) 9-12 28 pupils per class and no more than 180 students per day
27

28 It is always the intent of the district to equitably distribute students based on the number
29 per class as well as student needs. Every effort will be made to complete redistribution of
30 students within the first interim period.

31 Certain activity classes, such as band and choir, will be exempt from these guidelines
32

33 **Article #41 Duration of Agreement**

- 34
35 1. This agreement between the Marion Education Association and the Marion City Board
36 of Education shall be effective at 12:01 a.m., July 1, 2022, and shall be in full force and
37 effect until midnight on June 30, 2025.
38
39 2. Those articles and paragraphs of articles of this agreement not made a subject of
40 negotiation by either party at the next subsequent opening of this agreement for
41 negotiations shall become a part of the next subsequent agreement between the parties
42 without change or modification.
43
44 3. All unfair labor practices directly related to the negotiations process will be dropped as
45 a result of this ratified agreement.
46

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2
3
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Jamir R. Rawlins
President, MEA

Allison Ellis
Vice President, MEA

Kelly Mackey
President, Marion City Board of Education

Chris Wyzgi
Superintendent

Veronica Reinhart
Treasurer

Grievance Form
Marion City Schools
Marion, Ohio

Informal Step

Step I

An informal meeting was held prior to the formal written grievance being submitted.

Grievant's Signature

Supervisor's Signature

Name of person (s) claiming grievance

Date of filing:	Date of Principal's or Supervisor's response:
Date of event or beginning of condition constituting basis for this claim:	

Description of event or conditions which is the basis of the alleged grievance: _____

Provision of Agreement, administrative rule or regulation allegedly violated, misinterpreted or misapplied (refer to specific item): _____

Signature of Claimant

Grievance Form
Marion City Schools
Marion, Ohio

Step II

Name of person (s) claiming grievance _____

Date of filing:	Date of Principal's or Supervisor's response:
Date of event or beginning of condition constituting basis for this claim:	

Description of event or conditions which is the basis of the alleged grievance: _____

Provision of Agreement, administrative rule or regulation allegedly violated, misinterpreted or misapplied (refer to specific item): _____

Response of Principal or Supervisor: _____

Signature of Principal or Supervisor

Grievance Form
Marion City Schools Marion, Ohio

Step III

Name of Appellant(s) _____

Date of appeal:	Date of Assistant Superintendent's response:
Date of Principal's or Supervisor's response:	

Reason why action taken by the principal or supervisor was not satisfactory to the appellant(s): _____

Specific provision of Agreement, administrative rule or regulation allegedly misinterpreted or misapplied: _____

Signature of Appellant(s)

Date of conference with Principal and Appellant

Response of Assistant Superintendent: _____

Signature of Assistant Superintendent