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Contract

Between

The St. Marys Education Association/OEA-NEA

And

The St. Marys City Schools

Effective August 20, 2024 through August 19, 2027

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Article 1 – Recognition

1.01 Recognition

The St. Marys Board of Education, hereinafter referred to as the Board, recognizes that the St. Marys Education Association, an affiliate of the Ohio Education Association and National Education Association, as the sole and exclusive bargaining agent for all members of the bargaining unit in the St. Marys City School District. For purposes of this agreement, the bargaining unit shall be defined as all certificated employees of the St. Marys City School District serving under regular daily assignment teaching contracts and excluding all aids, substitute teachers, tutors, and all administrative and/or supervisory staff.

1.02 Management Rights

Except as modified by a specific and express term of this agreement, the Board retains all powers, rights, and responsibilities conferred upon it by the laws and Constitution of the State of Ohio and of the United States, including by way of illustration, the Board's right to:

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

1.02.02 Direct, supervise, evaluate, or hire employees;

1.02.03 Maintain and improve the efficiency and effectiveness of governmental operations;

1.02.04 Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;

1.02.05 Discipline or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees;

1.02.06 Determine the adequacy of the work force, determine the overall mission of the employer as a unit of government, and to take actions to carry out the mission of the public employer as a governmental unit;

1.02.07 The employer is not required to bargain on subjects reserved to the management and direction of the Board except as affect wages, hours, terms and conditions of employment, and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement.

Article 2 – Workday/Work Year

2.01 Length of School Day

Length of School Day - The required work day for all teachers shall be seven (7) hours and forty (40) minutes in length.

2.01.01 Teachers will be given the opportunity to give input into the starting and ending times of the teacher work day, but the final decision rests with the principal, superintendent, and Board of Education.

2.01.02 If delay days are utilized for professional development, the BLT shall meet to plan training/activities to occur during 50% of the scheduled delay days per school year.

2.02 Contract Work Year

The employee's contract work year shall consist of one hundred eighty-four (184) days normally Monday through Friday.

2.02.01 One (1) day prior to the commencement of the school year for working in the room and/or meetings called by the principal.

2.02.02 One (1) day after the close of the school year for working in the room, for record keeping and/or meetings called by the principal.

2.02.03 Elementary staff members shall have two (2) days of parent-teacher conferences. One (1) day will equal one (1) daytime parent-teacher conference day and one (1) compensatory day will equal two (2) evening parent-teacher conference days.

2.02.04 At least two (2) days each year will be used for planned Professional development opportunities for the staff.

2.03 Middle School Conferences

Middle and High School Conferences-Middle School (grades 6-8) and High School will hold two (2) three hour and forty minute evening parent-teacher conferences/meetings and will receive one (1) compensatory day that will be built into the school calendar in exchange for holding and attending the two (2) evening parent-teacher conferences/meetings.

2.04 Calamity Days

A calamity day shall be defined as an instructional day when the closing of school is deemed necessary as a result of disease, epidemic, hazardous weather conditions, law enforcement emergencies, inoperability of school buses or other equipment needed to operate the school system, damage to school building or other property, or other temporary circumstance that renders the school facility unfit for instructional use.

2.04.01 Teachers will not be required to report to work with no loss of pay and paid benefits.

2.04.02 In the event calamity days exceed the five days, teachers shall report to work by their building's 2 hour delay scheduled time on any additional calamity days caused by weather or similar reasons unless directed otherwise by the Superintendent and will be dismissed at their contractual ending time and counted as contractual days. It is up to the Superintendent to allow teachers to work from home if the weather is believed to be too treacherous. This will apply for up to five additional days unless Ohio Revised Code limits these days to less than five days. If that is the case, it will be that number of days under five. Teachers will provide instruction through remote learning or blizzard bags as appropriate by building/grade level on these additional days. Any days past these potential 10 days (or less if ORC limits), will be made up pre-approved calendar days.

If the School or District would be placed on shutdown due to COVID-Protocols, the staff would report to school during their normal contractual working hours unless otherwise directed by the Superintendent. Learning opportunities would be provided remotely and follow the remote learning schedule approved by SMEA and the Superintendent.

2.04.03 When the student day is delayed because of a calamity as described in 2.04, the regular, on-duty teacher work day shall be delayed by the same number of minutes without loss of pay or paid benefits.

2.04.04 In the event of early dismissal of students due to a declaration of a public calamity, employees shall remain in the buildings until dismissed by Superintendent or building principal.

Article 3 – Contracts

3.01 Continuing Contract Eligibility

3.01.01 The Board will consider teachers for new continuing contracts no later than May 15 of each year.

3.01.02 Any teacher employed on a multi-year limited contract is not eligible to be considered for a continuing contract until the year in which his/her limited contract will expire.

3.01.03 If the teacher feels he/she will meet eligibility requirements in the next year, he/she may request a one-year contract so as to be able to apply for a continuing contract during the next school year.

3.01.04 Any teacher who has met the statutory teaching experience requirement for a continuing contract and who wishes to be considered for a continuing contract during the current school year must:

1. By December 1, give written notice to the Superintendent indicating that he/she is eligible to be considered for a continuing contract or anticipates becoming eligible to be considered for a continuing contract prior to April 1; AND

2. By April 1, to provide the Superintendent's office with written documentation verifying at least ONE of the following:

   Teacher initially issued a teacher's certificate or educator license prior to January 1, 2011 - Per Ohio Revised Code 3319.08.

License - Teacher holds one of the following:

1. Professional certificate, Permanent certificate, or Life teacher's certificate
2. Professional educator license

Experience - Per Ohio Revised Code 3319.11

1. The teacher within the last 5 years has taught for at least 3 years in the district or the teacher had continuing contract status granted elsewhere and has served 2 years in the district.

OR

Teacher initially issued an educator license on or after January 1, 2011.

License - Teacher holds one of the following:

1. Professional educator license
2. Senior professional educator license
3. Lead professional educator license

Experience

1. The teacher has held an educator license for at least 7 years and has taught in the district at least 3 out of the last 5 years, or the teacher had continuing contract status granted elsewhere and has served 2 years in the district.

AND

If no master's degree was held at the time of initially receiving a teaching certificate or license, completion of 30 semester hours of coursework in the area of licensure or in an area related to the teaching field since the initial issuance of the certificate of license;

If a master's degree was held at the time of initially receiving a teaching certificate or license, completion of six semester hours of

graduate coursework in the area of licensure or in an area related to the teaching field since the initial issuance of the certificate or license.

3.01.05 Any teacher who provides the above notice of eligibility for a continuing contract after December 1, or who provides notice of eligibility prior to December 1 but then does not provide the written documentation of eligibility by April 1, will be considered for a one-year limited contract.

3.02 Regular Contracts

3.02.01 All teachers employed by the Board of Education shall be issued written contracts in accordance with the Ohio Revised Code and shall include the following information:

a. Name of teacher.

b. Name of the school district and Board of Education.

c. Type of contract, whether limited or continuing, if limited, the number of years the contract is to be in effect, (i.e., a 2-year limited).

d. The basis of determining compensation (i.e., classroom teacher, B.A. degree, 5 years' experience).

e. Number of days in teacher year.

f. Provision for signature and date of signature of the teacher being contracted

3.03 R.C. 3319.16

The Board must comply with R.C. 3319.16 when it determines to terminate a teacher's contract. Any and all challenges to the termination of a teacher's contract shall be in accordance with R.C. 3319.16 in lieu of the procedure set forth in Article 20 (Grievance Procedure). However, if R.C. 3319.16 is eliminated, bargaining unit members shall have the right to proceed through the grievance procedure as set forth in Article 20 of the current collective bargaining agreement.

Article 4 – Staff Ratios

4.01 Staff Ratio/Goals

The goals for the average staff ratios during the life of this contract shall be established as follows:

Kindergarten	25-1
Grades 1-5	27-1
Grades 6-8	28-1
Grades 9-12	30-1

4.02 Middle School

At the Middle School and High School, teachers will be assigned six teaching periods, one planning period, and one duty period. A teacher may teach an extra period in lieu of a duty period if both the teacher and administration agree to it.

4.03 Laboratory Classes

Laboratory classes or classes which have limited number of work stations for students shall be limited to the number of students they can accommodate.

4.04 Band and Vocal Music

Band and vocal music classes shall be limited to the number of students which can be accommodated in a classroom.

4.05 Class Size

Class Size: when class size exceeds twenty-five (25) in Kindergarten and twenty-seven (27) in grades 1 - 3, as reported on the attendance summary report, the teacher may request and receive the services of an instructional aide for up to two (2) hours per day.

4.06 Maximum Class Size

Consistent with sound educational practice, no class size shall violate the maximum class size established by state or federal law and the calculation of said class sizes shall establish the ratio of students to educational service personnel (librarians, guidance counselors, nurses, elementary music, physical education, and art teachers) at no higher than the district-wide ratio.

4.07 Adequate Facilities for Class Size

No class size will exceed the physical facilities necessary for adequate instruction or exceed the number of desks or work stations necessary for each student.

Article 5 – Planning/Conference Time and Lunchtime

5.01 Planning Period

Planning Period: All teachers will be scheduled for at least two hundred (200) minutes per week for conference/planning time exclusive of the time allocated for lunch. Planning time shall not be scheduled in less than thirty (30) minute blocks of time. Planning time, during the student contact portion of the day, will generally be reserved for teaching responsibilities and preparation. Official parent meetings (IEP, ETR and IAT) will typically be scheduled before or after the student day.

5.02 Duty Free Lunchtime

Duty Free Lunchtime: Each teacher shall have a daily, uninterrupted, thirty (30) minute duty-free lunch period.

5.03 Substitutes for Conference and Planning Time

Substitutes for conference and planning time: The Board shall obtain qualified substitutes in all cases of teacher absences.

5.03.01 Any employee serving as an emergency substitute shall receive a rate of 0.06% (0.0006) of the base salary per substitution as compensation for the loss of their planning/conference time.

5.03.02 In no event shall a teacher be assigned such emergency substitution without mutual agreement of the teacher and administrator, nor shall they be required to perform such substitution if the teacher can demonstrate that such duty would harm or impede their own classroom duties.

Article 6 – Drug Free Workplace Policy - Level 1 Employer

6.01 Statement of Policy

Statement of Policy: The St. Marys City School District believes that it is very important to provide a safe workplace for all of its employees. The District is taking steps to address the problem of substance use that negatively affects every workplace, including ours. Our District is concerned with the health and well-being of all employees. Behaviors related to substance use can endanger all employees, not just the substance users. We cannot condone and will not tolerate behaviors on the part of the employees that relate to substance use, such as:

a. Use of illegal drugs;
b. Misuse of alcohol;
c. Sale, purchase, transfer, trafficking, use or possession of any illegal drugs;
d. Arrival or return to work under the influence of any drug (legal or illegal) or alcohol to the extent that job performance is affected.

6.01.01 Administration and the Board of Education are fully committed to our Drug-Free Workplace Policy that establishes clear guidelines for acceptable and unacceptable employee behavior for everyone in the workplace. We will not tolerate substance use in violation of this Policy and intent to hold everyone responsible for supporting the Policy.

6.01.02 This Policy describes our District's Drug-Free Workplace Program and every Employee* is expected to read and understand it. The Policy applies to every employee* including administration. The consequences stated in this Drug-Free Workplace Policy will apply to anyone who violates the Policy.

**This policy does not include employees hired as substitutes. However, the district does reserve the right to terminate the employment of any substitute employee suspected of being under the influence of drugs or alcohol.*

6.01.03 The District holds all employees accountable in terms of substance use but also supports getting help for employees. Employees who come forward voluntarily to identify that they have a substance problem will receive District support and assistance. However, if an employee has a substance problem and does not come forward and the employee then tests positive for drug or alcohol use in violation of this Policy, the District reserves the right to terminate employment for violation of this work rule. Employees whose jobs are subject to any special law or regulation may face additional requirements in terms of substance use. Other consequences that apply to all employees who violate this Policy are described within this document.

6.01.04 This program will go into effect within 30 days of the announcement of our Drug-Free Workplace Program and adoption by our Board of Education. Our Policy covers five key parts of the District's Program. The five parts are:

a. a written policy that clearly spells out the program rules and how everyone benefits.
b. annual substance awareness education for all employees.
c. training for administrators and supervisors regarding their responsibilities.
d. drug and alcohol testing, the most effective way to change harmful behaviors related to substance use.
e. employee assistance.

6.01.05 Employees will have the opportunity to receive information about how substance use is a problem affecting the workplace. You will learn the signs and symptoms, dangers of use, and how and where to get help for yourselves and your families. The Assistant Superintendent will be our Drug-Free Coordinator so everyone knows who to go to for information or help. He/She will be responsible for arranging drug and alcohol testing, as needed, and will have a list of places that employees can turn to for help for themselves and/or their families. He/She will also arrange to get knowledgeable presenters to educate our employees about substance use.

6.02 Protection for Employees

Protections for Employees: This program is designed to protect employees from the behaviors of substance users. Some of the protections built into the program are

6.02.01 Employee records like testing results and referrals for help will be kept confidential. Information will be on a need-to-know basis. Any violation of confidentiality rights is subject to disciplinary action up to and including termination of employment.

6.02.02 We're committed to employees who have a substance problem getting help. Each situation will be reviewed individually. Employee assistance is available for employees and their families. We want you to come forward if you have a substance problem and not wait. If you test positive, you risk losing your job. We do not want that to happen.

6.02.03 All administrators and supervisors will be trained in their duties related to testing before this program begins.

6.02.04 All employees will receive awareness education to help identify problems and learn where employees can go for help.

6.02.05 Collection of urine specimens and breath testing will be done at the local hospital, and a certified laboratory will analyze urine drug test specimens. These labs use the highest level of care in ensuring that results are accurate, and the process that is used is 100% accurate in detecting that the substances that the District is concerned about are present in the employee in sufficient quantity to lead to behaviors that may hurt the person, students or other employees. The lab will work closely with our local hospital to ensure fairness and accuracy of every test, and we also have a Medical Review Officer (called an MRO), a trained physician responsible for checking whether there's a valid reason for the presence of the substance in the employee's system. The MRO is an expert in drugs and alcohol. When the MRO receives positive test results, the MRO will contact the employee and any appropriate health care provider to determine whether there is a valid reason for the presence of the drug in the person's system.

6.02.06 If an employee requests a retest following a positive test (required use of split specimen), the employer shall pay for the test only if the result is a negative.

6.02.07 The testing program consists of an initial screening test. If the initial results are positive, then a second test is used. Cut-off levels for each drug and for alcohol are established for what will be considered a positive test. These levels show that the employee didn't just have a little of the substance in his/her system, but enough to affect workplace safety or the ability to do the job. These cut-off levels come from federal guidelines and are fair for all employees.

6.03 Employee Awareness Education

Employee Awareness Education: Every employee will attend a session in which this policy is discussed. You will have a chance to ask questions. We'll give everyone a copy of our written Policy and everyone will be expected to sign that they receive it. (Attachment A) Later, we'll have a qualified person explain why and how substance use is a workplace problem, the effects, signs/symptoms of use, effects of commonly used drugs in the workplace, and how to get help. There will be a minimum of two (2) hours of substance education for all employees. New employees will hear about the program during orientation and will receive substance education as soon as possible thereafter.

6.04 Supervisor Training

Supervisor Training: Supervisors will be trained to recognize substance problems that may endanger the employee and others, as well as, violate this Policy. This training is in addition to the employee education session. Supervisors will be trained about testing responsibilities, how to recognize behaviors that demonstrate an alcohol/drug problem and how to make referrals for help.

6.05 Drug and Alcohol Testing

Drug and Alcohol Testing: Testing will be used to detect problems, get employees not to use substances in a way that they violate our Policy and then allow us to take appropriate action to correct the situation. In addition to alcohol, the drugs that we're testing for are:

a. Amphetamines (speed, uppers)
b. Cocaine (including crack cocaine)
c. Marijuana
d. Opiates (codeine, heroin, morphine)
e. Phencyclidine (PCP, "angel dust")

6.06 Employee Assistance

Employee Assistance: The District believes in offering assistance to employees with a substance problem. We have a rehabilitation program (Employee Assistance Program) and are supportive of employees taking action on their own behalf to address a substance problem. When an employee has a substance problem, we will meet with the employee to discuss the problem and any violation of this Policy. The District reserves the right to terminate based on a positive test.

6.07 When a Test Will Occur

When a Test Will Occur: Employees will be tested for the presence of drugs in the urine and/or alcohol on the breath under any and/or all of the conditions outlined below:

6.07.01 Post-Offer, Pre-Employment Medical Examination and Drug Testing: As part of the District's employment procedures, all applicants will be required to undergo a post-offer, pre-employment drug test conducted by a contractor the District designates. Any offer of employment depends upon satisfactory completion of this examination and/or screening, and the determination by the District and its examining physician that the person is capable of performing the responsibilities of the position that has been offered.

6.07.02 Reasonable Suspicion Testing: Reasonable suspicion testing will occur when administration has reason to suspect that an employee may be in violation of this Policy. The suspicion will be documented in writing prior to the release of the test findings. A reasonable suspicion test may occur based on:

a. Observed behavior, such as direct observation of drug/alcohol use or possession and/or physical symptoms of drug and/or alcohol use;
b. A pattern of abnormal conduct or erratic behavior;
c. Arrest or conviction for a drug-related offense, or identification of an employee as the focus of a criminal investigation into illegal drug possession, use or trafficking. The employee is responsible for notification of the District, within five (5) working days, of any drug-related conviction;

d. Information provided either by reliable and credible sources or independently corroborated regarding an employee's substance use; or
e. Newly discovered evidence that the employee has tampered with a previous drug or alcohol test.

**Reasonable suspicion testing does not require certainty, but mere "hunches" are not sufficient to justify testing. To prevent this, all administrators and supervisors will be trained to recognize drug and alcohol signs and symptoms. Testing may be for drugs or alcohol or both. This includes all substitute employees.

6.07.03 Post-Accident Testing: Post-accident testing will be conducted whenever an accident occurs, regardless of whether there's an injury. We consider an accident an unplanned, unexpected or unintended event that occurs on our property, during the conduct of our business, or during working hours, or which involves one of our motor vehicles or motor vehicles that are used in conducting District business, or is within the scope of employment, and which results in any of the following:

a. A fatality of anyone involved in the accident;
b. Bodily injury to the employee and/or another person that requires off-site medical attention away from the District's place of employment;
c. Vehicular damage requiring towing of any vehicle involved in incident; or
d. Vehicle accident resulting in non-vehicular damage.

When such an accident results in one or more of the situations above, any employee who may have contributed to the accident will be tested for drugs or alcohol use or both.

6.07.04 Drug and/or Alcohol Testing after an Accident: Urine specimen collection (for drugs) or breath/saliva (for alcohol) is to occur as quickly as possible after a need to test has been determined. At no time will a urine specimen be collected after 32 hours from the time of an employment-related accident. Breath or saliva alcohol testing will be performed as quickly as possible, but no later than eight (8) hours after the incident, or it will be documented but not performed. If the employee responsible for an employment-related accident is injured, it is a condition of employment that the employee grants the District the right to request that attending medical personnel obtain appropriate specimens (breath, urine, and/or blood) for the purpose of conducting alcohol and/or drug testing. A signed consent to testing form is considered a condition of employment. Administration reserves the right to determine who may have caused or contributed to a work-related accident and may choose not to test after minor accidents if there is no violation of a safety or work rule, minor damage and/or injuries and no reasonable suspicion.

6.07.05 Follow up Testing after Return-to-Duty from Assessment or Treatment: This test occurs when an employee who has previously tested positive and the decision is made to not terminate the employee under a "last-

chance" agreement. A negative return-to-duty test is required before the employee will be allowed to return to work. If the employee fails this test, this will lead to termination of employment. Once an employee passes the drug and/or alcohol test and returns to work, administration may choose to do additional unannounced tests for as long as we deem necessary. Any employee with a second positive test result will be terminated. Follow-up tests will be unannounced and may occur at any time for a time period that administration considers reasonable. The intent is to deter any subsequent usage that would result in a violation of our Policy and result in termination of employment.

6.08 Substances To Be Tested For And Methods Of Testing

6.08.01 The procedure that we are relying on is called systems presence testing. This is how qualified testing professionals identify the presence of one or more of prohibited controlled substances or alcohol that may be present in the employee. There is an initial screening test. If it is negative, then a negative test is declared. If the initial test is positive (comes in at or higher than the cut-off level), a second test called a "confirmatory" test is done. This is a different test and is considered 100% accurate by experts and in court. Cut-off levels are standards that have been established for each of the tested drugs after years of research. These levels will be used to interpret all drug screens/tests, whether for a pre-employment examination, reasonable suspicion test, post-accident test, or follow up test.

6.08.02 Breath alcohol testing will be conducted by a medical clinic that uses only certified equipment and personnel. Breath alcohol concentrations exceeding .04 will be considered a verified positive result. In the event of an accident where an employee has "whole blood" alcohol drawn at a medical treatment facility, a result equal to or greater than .04 shall be considered to be a verified positive result. An Evidentiary Breath Test (EBT) will typically be used to confirm any initial positive test results. The District also reserves the right to add or delete substances on the list above, especially if mandated by changes in existing Federal, State, or local regulations or laws.

6.08.03 An employee who adulterates, attempts to adulterate or substitutes a specimen or otherwise manipulates the testing process will be terminated. A refusal to produce/provide a specimen is considered a positive test unless there's a verifiable medical reason that the specimen could not be produced.

6.09 Specimen Collection Procedure

6.09.01 Urine specimens and breath testing will be conducted by trained collection personnel who meet standards for urine collection and breath alcohol testing. Confidentiality is required from our collection sites and labs. Employees are permitted to provide urine specimens in private, but subject to strict scrutiny by collection personnel so as to avoid any alteration or substitution of the specimen. Breath alcohol testing will

likewise be done in an area that affords the individual privacy. In all cases, there will only be one individual tested at a time. Failure to appear for testing when scheduled shall be considered refusal to participate in testing, and will subject an employee to the range of disciplinary actions, including dismissal, and an applicant to the cancellation of an offer of employment. An observed voiding will only occur if there is grounds for suspecting manipulation of the testing process.

6.10 Review of Test Results

6.10.01 To ensure that every employee who is tested is treated fairly, we have contracted with a Medical Review Officer ("MRO"). The MRO is a doctor with a specialized knowledge of substance abuse disorders and will be able to determine whether there are any valid reasons for the presence in the employee's system of the substance that was tested positive.

6.11 Employees' Rights When There's a Positive Test Result

6.11.01 An employee who tests positive under this Policy will be given an opportunity to explain the findings to the MRO prior to the issuance of a positive test result to the District. Upon receipt of a confirmed positive finding, the MRO will attempt to contact the employee by telephone or in person. If contact is made by the MRO, the employee will be informed of the positive finding and given an opportunity to rebut or explain the findings. The MRO can request information on recent medical history and on medications taken within the last thirty days by the employee. If the MRO finds support in the explanation offered by the employee, the employee may be asked to provide documentary evidence to support the employee's position (for example, the names of treating physicians, pharmacies where prescriptions have been filled, etc.). A failure on the part of the employee to provide such documentary evidence will result in the issuance of a positive report by the MRO with no attendant medical explanation. A medical disqualification of the employee will result. If the employee fails to contact the MRO as instructed, the MRO will issue a positive report to the District.

6.12 Reporting of Results

6.12.01 All test results will be reported to the MRO prior to the results being issued to the District. The MRO will receive a detailed report of the findings of the analysis from the testing laboratory. Each substance tested for will be listed along with the results of the testing. The District will receive a summary report, and this report will indicate that the employee passed or failed the test. All of these procedures are intended to be consistent with the most current guidelines for Medical Review Officers, published by the federal Department of Health and Human Services. HIPPA requirements shall remain in full force and effect.

6.13 Storage of Results and Right to Review Test Results

6.13.01 All records of drug/alcohol testing will be stored separately and apart from the employee's general personnel documents. These records shall be maintained under lock and key at all times. Access is limited to designated District officials. The information contained in these files shall be utilized only to properly administer this Policy and to provide to certifying agencies for review as required by law. Designated District officials that shall have access to these records are charged with the responsibility of maintaining the confidentiality of these records. Any breach of confidentiality with regard to these records may be an offense resulting in termination of employment. Any employees tested under this Policy have the right to review and/or receive a copy of their own test results. An employee may request from the Drug-Free Coordinator, in writing, presenting a duly notarized Employee Request for Release of Drug Tests Results form, requesting that a copy of the test be provided. The District will use its best efforts to promptly comply with this request and will issue to the employee a copy of the results personally or by U.S. Certified Mail, Return Receipt Requested.

6.14 Positive Test Results

6.14.01 Employees who are found to have a confirmed positive drug or alcohol test will be immediately taken off safety-sensitive duties and are subject to discipline up to and including termination. If the employee is not terminated, they will sign a Last Chance Agreement indicating a treatment plan and random alcohol and drug testing for a specified period of time. (Attachment B)

6.15 Termination Notices

6.15.01 In those cases where substance testing results in the termination of employment, all termination notices will list "misconduct" as the reason. Termination shall be deemed "for cause."

Article 7 – Reduction in Force - Teachers

7.01 Seniority List

7.01.01 All teachers will be placed on the seniority list for the teaching field in which they are currently teaching. Teachers serving under continuing contracts will be placed at the top of the list in descending order of seniority. Teachers serving under limited contracts will be placed on the list under the continuing contract teachers, also in descending order of seniority.

7.01.02 Seniority will begin from the first day of work and will be defined as the length of continuous service as a certificated employee under regular contract in this district. Employment as a substitute teacher or permanent substitute teacher is not considered to be under a regular contract and does not count toward seniority.

7.01.03 Continuous employment will include all time on sick leave and/or military leave, but will not include Board approved leaves of absence or disability leave. Teachers on Board approved leaves of absence or on disability leave will not lose time previously held, but will not accrue seniority time while on leave. Seniority will be lost when a teacher resigns, is terminated or non-renewed, fails to return from a leave of absence, or other similar circumstances. However, seniority will not be deemed to have been interrupted by resignation if the person is reemployed before missing any work time.

7.01.04 Full time employees will receive one year of seniority for each full year worked. For seniority purposes, part-time professional employment will be pro-rated as a percentage of full-time service. Retired teachers rehired by the Board accrue seniority only from the date they were initially rehired by the Board.

7.01.05 The seniority list in each teaching field will include each teacher's name, type of contract (continuing or limited), years of continuous service as determined above, date of Board action to employ, and the teacher's certification/licensure in the specific teaching field and any other teaching fields in which the teacher holds valid certification/licensure.

7.01.06 A teacher who holds valid certification/licensure in another teaching field will be considered as "cross qualified" in that field. If it is necessary to assign a cross qualified teacher to a teaching field in which he/she has not taught within the past ten years, the Superintendent may require the teacher to complete up to six quarter hours of pre-approved coursework (and/or equivalent C.E.U. inservice programming) in that field within one year of the assignment. In lieu of taking the additional coursework, the teacher may elect to take and pass the Praxis II exam in that field. Teachers will be listed on the seniority list in any teaching field in which they are cross qualified. The Board of Education will pay for teachers to complete the six (6) CEU's of coursework required, if they are involuntarily transferred to a position they have not taught in ten (10) years.

7.01.07 Ties in seniority shall be broken by the following criteria in order of priority:

a. Higher level of certification/licensure appropriate to the listed teaching field, i.e. permanent, professional, provisional, temporary.
b. Earliest date of hire.
c. Previous interrupted regular teaching service in the St. Marys City Schools.
d. Previous substitute teaching service in the St. Marys City Schools.
e. Recommendation of the Superintendent, based on his/her review of performance evaluations.

7.01.08 The seniority list will be posted each October and sent to the Association President. Each employee will have a period of thirty (30) days after the posting of the seniority list to advise the Superintendent in writing of any

inaccuracy which affects his/her seniority. If any changes are made to the seniority list, a corrected copy of the list will be provided to the Association President. No requests for changes in the seniority list will be considered after thirty (30) days of the posting of the list, and the list will then be considered final until the following year's posting.

7.02 Reasons for Staff Reduction

7.02.01 When it becomes necessary to reduce the number of teaching positions under this policy, at least one of the following reasons for the reduction shall apply:

a. Decline in student enrollment (not necessarily in the current year of reduction).
b. Return to duty of a regular teacher following a leave of absence.
c. Suspension of schools.
d. Territorial changes affecting the district.
e. Financial reasons.

7.03 RIF (Reduction in Force) Procedures

7.03.01 If staff reduction is deemed necessary for any of the above reasons, the reduction in staff will be made as follows:

7.03.02 To the extent possible, the number of teachers affected by a reduction in force will be minimized by not employing replacements for the following year for teachers who retire, resign, or whose limited contracts are not renewed.

7.03.03 The Superintendent may, but shall not be required to, further minimize the number of teachers affected by a reduction in force by notifying any reemployed retired teacher by April 30 that he/she will not be reemployed when their current contract expires at the end of the school year.

7.03.04 In making any such reduction, the Board shall proceed to suspend contracts in accordance with the recommendation of the superintendent of schools who shall, within each teaching field affected, give preference to teachers on continuing contracts. The Board shall not give preference to any teacher based on seniority, except when making decisions between teachers who have comparable evaluations.

7.03.05 A cross-qualified teacher, as described above, whose position within his/her current teaching field has been eliminated will automatically displace or "bump" the teacher of least seniority in the teaching field in which he/she is cross qualified, provided the cross qualified teacher has greater seniority than the teacher being bumped and a comparable evaluation with the teacher being bumped. A teacher who is cross qualified in more than one teaching field will be required to "bump" into that field which results in the displacement of the teacher with the least seniority if the teacher being bumped has a comparable evaluation.

7.03.06 Any teacher whose contract is suspended under a reduction in force will be notified of the Board's action, in writing, by certified mail or hand delivery. This notice will be delivered at least thirty (30) days prior to the effective date of the suspension of the teacher's contract and will include a review of the teacher's right to recall to a teaching position in the District. A copy of this letter will be provided to the Association President.

7.04 Recall

7.04.01 A teacher whose contract is suspended as a result of a reduction in force will be placed on the recall list for a period of eighteen (18) months from the date of the Board's action to suspend his/her contract.

7.04.02 Teachers on the recall list will be recalled to active service on the basis of their seniority within their teaching field(s).

7.04.03 While on the recall list, teachers may be added to the seniority lists of other teaching fields by meeting the requirements for cross qualification. Teachers who are added to a teaching field's seniority list will be recalled to the first subsequent teaching position for which their seniority qualifies them, but they will not be able to "bump" a teacher of less seniority who has already been employed as an active teacher in that teaching field.

7.04.04 Teachers on the recall list will be notified of their right to continue their insurance benefits under C.O.B.R.A.

7.04.05 A teacher will be notified of a recall by certified mail and must accept, in writing, the offer of employment within ten (10) days of service of the recall notice. Failure to accept recall within ten (10) days will be interpreted as an indication that the teacher does not wish to return to active employment in the District and will result in the removal of the teacher from the recall list. If the recall occurs after August 1st, the teacher must respond in writing within five (5) days or he/she will be removed from the recall list. It is the teacher's responsibility to maintain a current mailing address with the Board.

7.04.06 A teacher will not be recalled to a teaching assignment for which he/she does not hold the appropriate standard subject area certification/licensure, even if that assignment is within his/her teaching field. For example, a science teacher whose only standard certificates/licenses are in biology and general science will not be recalled if the only available science position is in chemistry.

7.04.07 Teachers placed on the recall list and subsequently recalled to active teaching in the District do not lose seniority time or salary schedule experience accrued prior to their placement on the recall list, but they do not accrue additional seniority or salary schedule experience while on the recall list.

7.05 Limitations

Nothing in this policy shall be deemed to:

7.05.01 Create any right of a teacher on a limited contract who is not directly affected by a reduction in force to be tendered a further contract for the succeeding school year.

7.05.02 Limit the statutory authority of the Superintendent to assign teachers within the District's schools.

7.05.03 Apply to the issue, renewal, non-renewal, or termination of any supplemental contract.

7.05.04 Restrict the authority of the Board to employ as a teacher any administrator whose administrative contract has been suspended under an administrative reduction in force, provided the administrator holds the required teaching certificate/license and possesses more seniority of service than the teacher with the least seniority who is currently employed in that teaching field.

7.05.05 Restrict the authority of the Superintendent to notify reemployed retired teachers that they will not be reemployed when their current contract automatically expires at the end of the current school year.

Article 8 – Payroll Procedures

8.01 Payroll Deductions

Payroll Deductions - In order to qualify for payroll deduction of premiums, tax sheltered annuity and other insurance companies must have a minimum of five (5) St. Marys School's employees who desire to have policy premiums for that company deducted from their pay. After a company has begun receiving premiums from St. Marys School's employees via payroll deduction, it will not lose its privilege to have premiums deducted from payroll unless all participating employees discontinue the payroll deduction of their premiums with that company.

8.02 Placement on Salary Schedule

Placement on Salary Schedule - Teachers being hired new to the St. Marys City School System will be granted their teaching experience up to thirteen (13) years.

8.03 Payroll Placements

Payroll Payments - Beginning September 1, 2024, salary payments will be made on the 10th and the 25th of each month over a twelve-month period. If these dates fall on Saturday or Sunday or during a school holiday, payment will be made on the last day preceding such days or the first day possible after the last day preceding such days that follows the STRS guidelines (the two monthly payroll payments must be five business days apart).

8.04 Salary Placement

8.04.01 To be eligible for increased salary for additional training to begin with the first pay of a new school year, a teacher must file transcripts for, or acceptable evidence of, additional training before September 7.

8.04.02 One hundred twenty (120) full time days under contract in a school year will be recognized as a year of experience on schedule.

8.04.03 Two years of half-time teaching, two half years of full-time teaching, or one year of half-time and one-half year of full-time teaching will be credited as one year of experience on schedule.

8.04.04 Partial increments are not granted for partial years' experience, except as they can be added to form a full year as defined in Item 3 above.

8.04.05 Teachers salaries will be adjusted for advance training and experience levels at the beginning of the school year and at the beginning of February upon filing with the Superintendent prior to September 7 and January 7, respectively, appropriate evidence that such level has been reached.

8.04.06 The Board of Education reserves the right to go beyond the schedule for extra assignment and specialization.

8.04.07 Teachers employed on an annual basis, who work two to three hours per day are part-time teachers. Such two to three-hour days are not "days" as that term is used in O.R.C. 3319.09 to define the term "year" for purposes of determining eligibility for continuing service status under O.R.C. 3319.11.

Article 9 – STRS Deferral

9.01 STRS Deferral

STRS Deferral - All bargaining unit members will have their personal STRS deductions deducted before the State and Federal taxes are calculated. This will result in lower State and Federal taxes because the STRS deduction will be considered a "tax shelter" or deferral by the Board.

9.02 IRS Ruling 77-462

The Board shall defer 100% of the required employee contributions to the State Teachers Retirement System in accordance with the IRS ruling 77-462 for the teacher group. Salary payments shall include any supplemental payments to be received by them and said deferral shall apply to each and every member of said group and shall be considered a condition of employment for said group. The amount deferred shall be applied toward employee contributions to the State Teacher Retirement System under Section 3307.51 of the Ohio Revised Code.

9.03 Board Deferral

The said Board deferral shall be without any increased salary cost to the Board of Education, and that should these funds lose their qualified status under Section 401(a) of the Internal Revenue Code, this deferral procedure shall be null and void. Each individual shall be responsible for any taxes or fees to be charged now or at any time in the future. The Board of Education assumes no liability other than making the payment for each member of the groups, and filing reports therefore.

9.04 Statutory and/or Regulatory Requirements

All statutory and/or regulatory requirements applicable to Section 3307.51 and 3309.51 of the Ohio Revised Code, Ohio Attorney General Opinions, and the Internal Revenue Service shall be complied with.

9.05 Availability

This deferral shall be effective with the payroll next following the availability of the computer program to carry out this process in the St. Marys City School System. This computer program will perform the accounting function.

9.06 Starting Date

The Retirement System shall be notified as to the specific starting date applicable.

9.07 Supplemental Severance Payment for Retirement at Initial Eligibility

Supplemental Severance Payment for Retirement at Initial Eligibility - The purpose of the Retirement at Initial Eligibility program is to provide a financial incentive to teachers to consider beginning their service retirement during their first year of retirement eligibility under State Teachers Retirement System (STRS) standards.

9.07.01 Full time teachers who notify the Board of Education by April 1 that they intend to begin their STRS service retirement no later than the start of the succeeding school year, and who begin their STRS service retirement at the start of their first full school year of retirement eligibility (initial eligibility from STRS determined at initial eligibility with reduced and unreduced benefits), shall be eligible to receive severance as explained below.

(1) Teachers retiring at first initial eligibility with reduced benefits from STRS shall receive an additional forty-five (45) days of severance pay...to which the teacher would not otherwise be entitled due to sick leave accumulation and will be paid to the teachers with his/her regular severance pay. For the purpose of this policy, the school year shall be deemed to start on September 1.

(2) Teachers retiring at first initial eligibility with unreduced benefits from STRS shall receive an additional thirty (30) days of severance pay to which the teacher would not otherwise be entitled due to sick leave accumulation and will be paid to the teachers with his/her regular severance pay. For the purpose of this policy, the school year shall be deemed to start on September 1.

9.07.02 To be eligible for this supplemental severance payment, the retiring teacher must have completed at least ten years or its equivalent of regular, full time employment in the St. Marys City Schools, and must complete all obligations under his/her contract for the current school year through the end of May. In other words, a teacher who begins his/her service retirement during the school year and prior to June 1 is not eligible for a supplemental severance payment under this program.

9.07.03 It is the expressed intent of both the Board and SMEA that teachers will be eligible for a supplemental severance payment under this program only once—at their first year of STRS service retirement eligibility. The determination of the first year of STRS retirement eligibility shall include any retirement credit which the employee is eligible to purchase, but has not yet purchased.

9.07.04 It shall be the employee's responsibility to provide acceptable written verification that his/her retirement date will indeed be the first time he/she will be eligible for STRS service retirement.

9.07.05 This supplemental severance payment for full time teachers shall be prorated for part-time teachers in proportion to their current percentage of a full-time contract.

9.07.06 This program may be reviewed annually by the Board and/or SMEA. Upon agreement of both parties, this program may be discontinued or the actual number of days of supplemental severance pay may be adjusted.

9.08 Retired Teachers

Retired Teachers - Any retired teacher employed by the St. Marys City School District will be paid at step five (5) years' experience for his/her current educational degree level and will advance in any subsequent years employed by the district up to step ten (10). Once they reach step ten (10) they will remain at step ten (10) and only receive increases to the base.

9.08.01 A retired teacher employed on a part-time basis will be paid a pro-rated salary based on a full work day being seven (7) hours, forty (40) minutes. In secondary schools, for example, a teacher assigned to teach three (3) academic classes (homeroom is not considered an academic class) will be paid at 50% of full-time salary (3 of 6 available teaching periods) and assigned a three (3) hour, fifty (50) minutes work day. An exception to this is that a shorter portion of the workday could be assigned and paid to a three (3) period teacher if necessary, to meet STRS reemployment restrictions.

9.08.02 The retired teacher's contract will be a one or two year limited contract, based on the Superintendent's discretion, automatically expiring at the end of the school year. Said contract shall be exempt from ORC 3319.11 and 3319.111.

9.08.03 Retirement constitutes a break in service to the St. Marys City Schools for the purpose of severance, service credit, seniority, reduction in force, sick leave, Medicare, etc. However, the retired teacher may accrue sick leave (starting from 0 days) at the same rate as other teachers. The board of Education will make STRS employer contributions for the retired teacher in accordance with STRS rules and state law.

9.08.04 A teacher shall be deemed "retired" under this agreement when he/she has been approved for service retirement by the State Teacher Retirement System. Because a teacher may only retire once, a retired teacher who resigns his/her position under this contract will not be considered to have retired again, and is therefore not eligible for further severance pay.

9.08.05 An active teacher who is not yet retired will not be expected to give up any of his/her severance pay, including any Retirement at Initial Eligibility supplemental severance for which he/she would otherwise be eligible, in order to be eligible for reemployment as a retired teacher under this contract.

Article 10 – Sick Leave

10.01 Sick Leave

Sick Leave - Teachers shall be granted paid sick leave at a rate of one and one-fourth (1¼) days per month for a maximum of fifteen (15) days per year. Sick Leave days may be unlimited in accumulation, but are capped for purposes of severance leave at 200 for the length of the contract. No retroactive adjustments will be permitted. New hires to the district will be allowed to transfer a maximum of 200 accumulated sick days from their previous employer.

10.02 New Teacher Credit

Teachers new to the district will be credited upon employment previously accumulated sick leave up to the maximum permitted by this school district according to state law.

10.03 Advance Days

A newly employed teacher will be advanced five (5) days. Employees who have exhausted their sick leave and personal leave shall be advanced an additional five days if they are able to earn those days back. If a teacher leaves employment prior to "paying back" the advanced days, the appropriate amount will be deducted from their pay.

10.04 Sick Leave Uses

Employees may use sick leave, for absence due to the employee's illness, injury, pregnancy, or exposure to contagious disease which could be communicated to others.

The 2024-2027 collective bargaining agreement that was filed with the State Employment Relations Board (SERB) contained a typographical error in Section 10.10. The correct page is set forth below.

Shane Patterson, SMEA President — 8-22-25 Date — Bill Ruane, Superintendent — 8-22-25 Date

10.05 Immediate Family Defined

Sick leave may be used for illness or injury in the employee's immediate family. Immediate family for this purpose is defined as spouse, child, parent, grandparent, sibling, grandchild or in-law, step-parents, step-children or foster care children. The Superintendent may also grant additional sick leave when deemed necessary.

10.06 Bereavement Leave

Bereavement leave – With the approval of the Superintendent, additional sick leave may be used in the event of a death in the employee's immediate family. Immediate family here includes those identified in the preceding paragraph.

10.07 Funeral

A day of sick leave may be used with Superintendent approval for the purpose of attending the funeral of a relative or friend not provided for in the above paragraph.

10.08 Return from Lengthy Sick Leave

Upon the return of an employee from any lengthy sick leave, the employee shall be reinstated to the same or similar position they held prior to the leave.

10.09 Furnishing Form

Teachers will furnish a written, signed statement on forms prescribed by the Board to justify the use of sick leave. Nothing in this section shall be construed to waive the physician-patient privilege provided by Section 2317.02 of the Revised Code. Falsification of a statement is grounds for suspension or termination under Section 3319.16 of the Revised Code.

10.10 Attendance Recognition Pay

Attendance Recognition Pay – The board and association agree that the quality of instruction is enhanced by the uninterrupted service of the regular teacher. Therefore, the board wishes to recognize and reward teachers who have an excellent attendance in accordance with the following schedule:

1. A teacher who has not used any sick or personal leave in a semester (July 1 – Dec. 31 and Jan. 1 – June 30) shall receive additional compensation of three hundred dollars ($300) each semester.

2. To be eligible for attendance compensation, a teacher must have been employed for the entire school year.

10.11 Sick Leave Bank

When the employee will exhaust all of his/her accumulated sick leave due to a catastrophic illness or injury of the employee and/or his/her immediate family and additional days are still needed, then he/she may request through the Association that the additional days be transferred from SMCS employee's accumulated sick leave. The Association shall establish a committee to administer such a transfer. Catastrophic illness or injury shall be defined as disease, injury, or illness which is life threatening or requires a significant period of absence. Examples of qualifying conditions would include, but not limited to, heart conditions, cancer or stroke. Examples of non-qualifying conditions are normal pregnancies and elective surgeries. The following additional limitations will apply to this paragraph:

1. Sick Leave Bank participants may donate one (1) to five (5) days each calendar year.
2. Days contributed to the Sick Leave Bank are non-refundable.
3. The donation of sick leave shall not reflect upon the donor's attendance record.
4. The Association shall notify the Treasurer, in writing, of the number of days to be deducted and from whom.
5. Donated sick leave may not be used if the employee has applied for and been granted disability retirement.
6. No more days can be given than needed by the employee to serve out the regular school year and in no case shall an employee receive more than twenty (20) donated sick days during any contract year.
7. The employee receiving the donated leave must exhaust his/her own sick leave and personal leave first.
8. The employee who is using donated sick leave will not earn additional sick leave while receiving the donated leave days.
9. The employee who is using donated sick leave must use the sick leave in increments of at least one (1) day.
10. The Association shall notify the Treasurer with a physician's statement from the teacher who is requesting the donated sick leave.
11. A committee of two (2) administrators and two (2) teachers appointed by SMEA shall determine if the absence qualifies as a catastrophic illness or injury justifying the use of the Sick Leave Bank. If the committee cannot reach a consensus, then the Superintendent shall make the determination. All decisions of the Sick Leave Bank committee or the Superintendent shall be final and binding and shall not be subject to the grievance/arbitration procedure.

10.12 Sick Leave Bank Committee

The Superintendent shall inform the Association of the two (2) Administrators selected to serve on the Sick Bank Committee by September 1 of each school year. The Association shall inform the Superintendent of the two (2) Association representatives that will serve on the Sick Bank Committee by September 1 of each school year.

Article 11 – Severance

11.01 Severance Pay

Severance Pay - For those persons with ten (10) or more years of service with the state, any political subdivision, or any combination thereof, who take service retirement under any state retirement system:

11.02 Eligibility

Eligible employees of the St. Marys City Board of Education shall be paid as follows for his/her accrued, but unused sick leave. Such payment shall be based on the employee's daily rate of pay at the time of retirement. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee at that time. Such payment shall be paid only once to any employee.

11.02.01 For the duration of this contract, severance pay will be 28.5% of the accumulated sick leave days up to 57 days.

Article 12 – Professional Leave

12.01 Expense Cap

The cap on reimbursement of professional leave expenses shall be $400.00 for the first day, $250.00 for additional days within the same leave. If the conference/workshop is administrative directed, it will be paid at 100%. One-day professional leave will not receive reimbursement for meals.

12.02 Requests

Requests for Professional Leave shall be submitted to the building principal who will send them to the Superintendent for consideration within five (5) working days. The employee shall receive approval/denial within ten (10) working days of the request.

Article 13 – Personal Leave

13.01 Personal Leave

The Board of Education believes that the educational welfare of the child is best served through the professional services of a well-trained, experienced teacher, and it is for this purpose that every effort is made to employ such individuals and to provide each class with a full-time, regularly employed, professional teacher. The Board realizes that, upon occasion, a compelling circumstance beyond the control of the individual does occur that makes it necessary for the teacher to be absent from duty. When such circumstances arise, and are not merely a matter of convenience, the following will apply:

13.02 Number of Personal Days

A teacher may for personal reasons be absent without loss of pay not more than three (3) days in any one contract year or a maximum five (5) days if two (2) personal days are carried over from previous school year.

13.03 Time Line

Whenever possible, the request for personal leave should be made in writing at least two (2) days before the leave is to be taken. No statement by the teacher is required as to the nature of the leave. However, as a professional individual, the teacher should not abuse the privilege of personal leave.

13.04 Restrictions

Personal leave will not be used to extend a holiday. However, on a case-by-case basis, the Superintendent may grant an exception to this rule. If the Superintendent denies a request for an exception to this rule, such decision may not be grieved or otherwise challenged.

13.05 Personal Matter

Since this is a personal matter, keep it personal. Refrain from discussing the leave with others. Teachers will not be required to use personal leave when approved by an administrator to chaperone a field trip for the SMCS District.

13.06 Payment for Unused Personal Leave

13.06.01 At the end of each school year, teachers shall receive pay for unused personal days at the current daily substitute rate. Teachers may elect to carryover two(2) unused personal days into the next school year in lieu of receiving payment for that day. In no instance shall a teacher have more than five (5) days available for any school year.

13.06.02 Teachers who notify the Board by April 1 of their intent to retire at the end of that school year will receive payment for all unused personal leave at their per diem rate. Teachers who notify the Board after April 1 of their intent to retire at the end of the school year will receive payment for their unused personal leave at the current daily substitute rate.

13.06.03 Teachers who resign at the end of the school year for reasons other than retirement will receive payment for unused personal days at the daily substitute rate.

13.06.04 Teachers who resign prior to the end of the school year or who retire prior to May 30 receive no payment for unused personal leave.

Article 14 – Adoption/Maternity Leave

14.01 Adoption or Maternity Leave

A birth mother or an adoptive mother may use up to six (6) weeks of accumulated sick leave immediately following birth, or the adoption of an infant (under 12 months of age). Adoptive mothers may use up to two weeks of accumulated sick leave immediately following the adoption of a child older than 12 months.

14.02 Leave Without Pay

The Board shall grant a leave of absence without pay or shall approve the use of accumulated paid sick leave for the purpose of maternity or for adoption or child care to any regularly employed teacher.

14.02.01 The employee applying for this leave shall submit the form to the Superintendent no less than 15 days prior to the date the leave is to commence.

14.02.02 Such employee may continue participation in group benefit plans at his or her expense if they are on unpaid leave.

14.02.03 An employee returning from leave shall be reinstated to his/her original position/s or to a comparable position/s.

Article 15 – Background Check Reimbursement

15.01 The school district will pay 100% of required BCI/FBI background checks for SMEA certified staff. The district reserves the right to determine the location of testing within the Mercer/Auglaize county area.

Article 16 – Vacancies/Transfers

16.01 Vacancy

16.01.01 The Board is not obligated to fill all openings that occur. Any openings not to be filled will not be announced to the staff.

16.01.02 The Superintendent shall maintain a file of requested reassignments in his office. If a member of the staff would like to be considered for another position in the school system, he/she is welcome to make that request known in writing at any time. Staff members are still required to formally respond in writing to the Superintendent, or designee, to posted vacancies to be considered for the position.

16.02 Posting of Vacancies

POSTING OF VACANCIES: A vacancy may result from a non-renewal, a leave of absence (except where it is provided that a teacher has the right to return to the same position), a resignation, a retirement, a termination, or the creating of a new position.

16.02.01 The Vacancy Notice shall be posted on the district web page and distributed via e-mail to all teachers. The posting shall include the following:

A. Position.
B. Deadline for application.
C. Building assignment.
D. To whom the application shall be sent.

16.03 Transfer

16.03.01 Transfers

A. Any voluntary or involuntary change of subject, grade level, or building assignment will be considered a transfer unless the Board has suspended contracts and/or called for a reduction of staff as described in Articles 7.02 and 7.03. A displaced employee is an employee who is temporarily unassigned.

B. The administration may transfer employees due to pupil enrollment, program reduction/expansion, and/or staff realignment. In determining which individual employee is to be displaced or transferred, the administration shall consider the following: (a) areas of certification and/or Highly Qualified Teacher requirements, (b) district seniority, and (c) input from administration.

C. Before an employee is involuntarily transferred, the administration will consider voluntary transfer requests.

D. An unassigned employee will be given the opportunity to apply and interview for vacancies before non-displaced applicants are interviewed.

16.03.02 Involuntary Transfers

A. A teacher will be notified in writing of any involuntary transfer or change in assignment by August 1. Upon the teacher's request, the
Superintendent shall meet with the teacher to discuss the transfer or reassignment. This paragraph does not preclude transfers or reassignments after August 1 because of changed circumstances, such as enrollment changes, deaths, resignations, or any other circumstances which is not capricious or arbitrary as to the individual being transferred or reassigned.

B. No teacher shall be arbitrarily or capriciously transferred.

16.03.03 Voluntary Transfers

A. Unless the position is filled by an unassigned employee, those requesting transfers, in writing, to a specific posted vacancy will be given initial consideration by the appropriate Building Principal.

B. A request for transfer does not guarantee it will be granted. The Superintendent reserves the right to assign all employees.

Article 17– Insurance

17.01 Benefit Eligibility

Benefit Eligibility - Regularly scheduled weekly work hours required for full benefits is 32½ and half benefits is 19. As of January 1, 2019, all new certified employees must enroll in the HDHP Plan.

17.01.01 Half benefits are defined as 50% board payment of insurance plan provided by the Mercer Auglaize Benefit Trust (MABT). If the employee chooses to enroll in a benefit program that is more costly than the MABT option, the employee shall pay the difference between 50% of the MABT option and the cost of the more expensive option.

17.01.02 An employee who works part time in more than one job classification within the district may combine his/her regularly scheduled work hours for the purpose of determining benefit eligibility.

17.01.03 Employees currently receiving full benefits under the 25 hours/week standard will continue to be eligible for full benefits as long as they maintain a regular weekly work schedule at least 25 hours in a specific job classification.

17.01.04 Eligibility for life insurance remains at 17½ regularly scheduled work hours per week.

17.01.05 Employees eligible for full benefits will pay fifteen percent (15%) of the premium cost for the HDHP insurance plan provided by the Mercer Auglaize Benefit Trust. If they choose to enroll in a benefit program that is more costly than the MABT plan, the employees shall pay the difference between the MABT option and the cost of the more expensive option.

17.02 Section 125 Plan

The Board will provide, at no cost to the employee, a Section 125 Plan, so that employees may pay their share of benefit costs via payroll deduction on a pre-tax basis. The Board will also provide a Section 125 Plan for unreimbursed medical and dependent care at the employee's expense.

17.03 Premium Contributions Calculated Base Timeline

Employees' actual insurance premium contributions will be calculated based on premium rates in effect on January 1 of each year. If premium rates increase after January 1, the employees' actual premium contribution rate will not be adjusted until the succeeding January 1.

17.04 Health Savings Account Contribution

The Board shall contribute $1,625 single/$2,550 family to the employee's HSA or HRA, whichever is applicable. Sixty percent (60%) of the contribution shall be paid on the first pay in January and forty percent (40%) shall be paid in the first pay in August.

Employees who notify the board of their intent to retire or resign at the end of the school year by January 1st of that school year, shall receive 60% on the first pay in January and 40% in their final payment of the school year. If the employee notifies the board of his or her intention to retire/resign at the end of the school year but is not eligible for an HSA account, the employee may forgo the HRA contribution and request that the 60% board contribution be paid in gross pay minus the employer portion for Medicare on the first pay in January, and 40% paid in gross pay minus the employer portion for Medicare on his or her final payment of the school year.

17.05 Fringe Benefit Bonus Program

Fringe Benefit Bonus Program - Participants in the Fringe Benefit Bonus Program will receive an annual payment in June when they enroll in the less medical coverage than that to which they are entitled. The following flat amounts will be paid:

Eligible for family medical, taking none	$1,650.00
Eligible for family medical, taking single	$1,125.00
Eligible for single medical, taking none	$ 750.00

17.05.01 This payment shall be pro-rated based upon the employee's participation in medical coverage for the contract year (i.e.; September – August). An employee who adds or drops insurance coverage during this contract year will receive an amount based on the number of months the employee was not enrolled in the designated insurance program.

17.05.02 Only full-time employees may opt out. Married, full-time employees may opt to take two (2) single plans in lieu of one (1) family plan.

17.06 Optical Plan

Optical plan - The employee pays optical insurance at the negotiated participation rate.

17.07 Dental Plan

Dental plan - The employee pays dental insurance at the negotiated participation rate. The employee may select from the available dental plans offered by the Mercer Auglaize Benefit Trust.

17.08 Life Insurance

Life Insurance - Effective as soon as the carrier will permit, the Board shall purchase from the carrier of its choice, group term life insurance in the amount of $25,000 per employee. The full cost of this program and any increases thereof shall be paid by the Board.

Article 18 – Supplemental Contracts and Salary

18.01 Percentages Applied to Base

The supplemental salaries set forth in this agreement shall be adjusted over the term of the agreement in the same manner that teachers' regular salaries are adjusted over the term of this agreement.

18.02 Adding Positions

Any supplemental contract position added during this three-year term shall be at a rate determined by negotiation between the Association and Board.

18.03 Supplemental Contracts

Supplemental Contracts: All employees who have supplemental duties performed in excess of their regular teaching duties will be issued a written, limited contract.

18.03.01 All supplemental contracts shall be non-renewed annually with no action required by the Board. If the supplemental position is filled by the same individual for the subsequent year, no posting is required. If a supplemental position will not be offered to an individual for the subsequent year, the Board must notify the individual in writing at the end of the contract term. Vacant supplemental positions will be posted in accordance with article 16.02.

18.03.02 The performance of the team or group, or an employee's refusal to accept a supplemental position, may not adversely affect personnel decisions regarding the employee's regular teaching duties.

18.04 Supplemental Compensation

Football	**2024-2025**	**2025-2026**	**2026-2027**
Head Coach	$7,916	$8,233	$8,562
Offensive Coordinator	$5,090	$5,294	$5,506
Defensive Coordinator	$5,090	$5,294	$5,506
Assistant 1	$3,960	$4,118	$4,283
Assistant 2	$3,960	$4,118	$4,283
Assistant 3	$3,960	$4,118	$4,283
Freshman Coach	$3,396	$3,532	$3,673
Assistant 1	$2,545	$2,647	$2,753
Assistant 2	$2,545	$2,647	$2,753
8th Grade Coach	$2,828	$2,941	$3,059
Assistant 1	$2,263	$2,354	$2,448
Assistant 2	$2,263	$2,354	$2,448
Videographer	$ 520	$ 541	$ 563

Boys Basketball			
Head Coach	$7,916	$8,233	$8,562
Varsity Assistant	$3,960	$4,118	$4,283
Junior Varsity	$3,677	$3,824	$3,977
Freshman	$2,828	$2,941	$3,059
8th Grade	$2,545	$2,647	$2,753
7th Grade	$2,545	$2,647	$2,753
Girls Basketball			
Head Coach	$7,916	$8,233	$8,562
Varsity Assistant	$3,960	$4,118	$4,283
Junior Varsity	$3,677	$3,824	$3,977
Freshman	$2,828	$2,941	$3,059
8th Grade	$2,545	$2,647	$2,753
7th Grade	$2,545	$2,647	$2,753
Boys Soccer			
Head Coach	$5,090	$5,294	$5,506
Varsity Assistant Coach	$2,828	$2,941	$3,059
Junior Varsity	$2,545	$2,647	$2,753
Girls Soccer			
Head Coach	$5,090	$5,294	$5,506
Varsity Assistant Coach	$2,828	$2,941	$3,059
Junior Varsity	$2,545	$2,647	$2,753
Baseball			
Head Coach	$5,090	$5,294	$5,506
Varsity Assistant	$2,828	$2,941	$3,059
Junior Varsity	$2,545	$2,647	$2,753
Freshman	$2,263	$2,354	$2,448
Softball			
Head Coach	$5,090	$5,294	$5,506
Varsity Assistant	$2,828	$2,941	$3,059
Junior Varsity	$2,545	$2,647	$2,753
8th Grade	$2,263	$2,354	$2,448
Volleyball			
Head Coach	$5,090	$5,294	$5,506
Varsity Assistant	$3,246	$3,376	$3,511
Junior Varsity	$3,112	$3,236	$3,365
Freshman	$2,545	$2,647	$2,753
8th Grade	$2,545	$2,647	$2,753
7th Grade	$2,545	$2,647	$2,753

Wrestling			
Boys Head Coach	$5,090	$5,294	$5,506
Boys Varsity Assistant	$3,246	$3,376	$3,511
Boys Junior Varsity	$3,112	$3,236	$3,365
Head Middle School	$2,850	$2,964	$3,083
Assistant Middle School	$2,240	$2,330	$2,423
Girls Head Coach	$5,090	$5,294	$5,506
Girls Junior Varsity Coach	$3,246	$3,376	$3,511
Bowling			
Men's Head Coach	$3,396	$3,532	$3,673
Men's Junior Varsity	$1,696	$1,764	$1,835
Women's Head Coach	$3,396	$3,532	$3,673
Women's Junior Varsity	$1,696	$1,764	$1,835
Track			
Head Coach	$5,090	$5,294	$5,506
Assistant 1	$2,828	$2,941	$3,059
Assistant 2	$2,828	$2,941	$3,059
Assistant 3	$2,828	$2,941	$3,059
Middle School Head	$2,545	$2,647	$2,753
Assistant 1	$1,696	$1,764	$1,835
Assistant 2	$1,696	$1,764	$1,835
Assistant 3	$1,696	$1,764	$1,835
Cross Country			
Head Coach	$3,396	$3,532	$3,673
Varsity Assistant	$1,696	$1,764	$1,835
Middle School Head	$2,263	$2,354	$2,448
Tennis			
Boys Head Coach	$3,396	$3,532	$3,673
Boys Junior Varsity Coach	$1,696	$1,764	$1,835
Girls Head Coach	$3,396	$3,532	$3,673
Girls Junior Varsity Coach	$1,696	$1,764	$1,835
Golf			
Boys Head Coach	$3,396	$3,532	$3,673
Boys Junior Varsity Coach	$1,696	$1,764	$1,835
Girls Head Coach	$3,396	$3,532	$3,673
Girls Junior Varsity Coach	$1,696	$1,764	$1,835
Swimming			
Head Coach	$3,396	$3,532	$3,673
Assistant Coach	$2,545	$2,647	$2,753

Assistant Coach (Diving)	$1,696	$1,764	$1,835
Cheerleading			
Head Coach	$3,396	$3,532	$3,673
Cheer Assistant	$1,696	$1,764	$1,835
Weight Room			
Weight Room Coordinator	$3,396	$3,532	$3,673
Weight Room Assistant	$1,696	$1,764	$1,835
Girls Weight Training	$1,696	$1,764	$1,835
Event Coordinators (3)	$6115	$6360	$6614
Performing Arts: Theatre			
HS Musical Head Director	$3,114	$3,238	$3,368
HS Musical Assistant Director	$1,810	$1,882	$1,957
HS Musical Vocal Director	$1,134	$1,179	$1,226
HS Musical Set Construction	$905	$941	$979
HS Musical Choreographer	$681	$708	$736
HS Musical Orchestra Director	$566	$589	$613
HS Musical Accompanist	$1,352	$1,406	$1,462
HS Musical Technical Director	$905	$941	$979
HS Play Head Director	$2,434	$2,531	$2,632
HS Play Assistant Director	$1,810	$1,882	$1,957
HS Play Technical Director	$905	$941	$979
HS Play Set Construction	$905	$941	$979
MS Musical Head Director	$1,924	$2,001	$2,081
MS Musical Assistant Director	$1,134	$1,179	$1,226
MS Musical Assistant Director	$1,134	$1,179	$1,226
MS Play Head Director	$1,134	$1,179	$1,226
MS Play Assistant Director	$1,018	$1,059	$1,101
MS Play Assistant Director	$681	$708	$736
Stage Manager	$395	$411	$427
Stage Manager	$395	$411	$427
Performing Arts: Music			
Supplemental Choir Duties, Director	$3,396	$3,532	$3,673
Show Choir Director	$2,263	$2,354	$2,448
Supplemental Band Duties, Director	$3,508	$3,648	$3,794
Supplemental Band Duties, Associate Director	$2,263	$2,354	$2,448
Supplemental Band Duties, Assistant Director	$1,472	$1,531	$1,592
Majorette Advisor	$1,472	$1,531	$1,592

Summer Band Duties			
Summer Band Duties, Director	$3,733	$3,882	$4,037
Summer Band Duties, Associate Director	$2,263	$2,354	$2,448
Marching Band, Assistant Director	$1,472	$1,531	$1,592
Marching Band, Assistant Director	$1,472	$1,531	$1,592
Advanced Placement Coordinator	$753	$783	$814
Clubs			
Art Club	$753	$783	$814
French Club	$753	$783	$814
Pep Club	$1,505	$1,565	$1,628
Science Club	$753	$783	$814
Skills USA	$753	$783	$814
Spanish Club	$753	$783	$814
Thespian Club	$753	$783	$814
FEA (Future Educators)	$753	$783	$814
SADD	$753	$783	$814
Speech/Debate Club	$753	$783	$814
Class Advisors			
Freshman	$380	$395	$411
Sophomore	$380	$395	$411
Junior	$380	$395	$411
Senior	$380	$395	$411
Department Heads			
English	$753	$783	$814
Math	$753	$783	$814
Science	$753	$783	$814
Social Studies	$753	$783	$814
Performing Arts Gr. 6-12	$753	$783	$814
Media Productions	$1,696	$1,764	$1,835
IAT Coordinator (2)	$612	$636	$661
National Honor Society	$1,505	$1,565	$1,628
Power of the Pen (2)	$753	$783	$814

Prom Advisor	$1,505	$1,565	$1,628
Assistants (2)	$566	$589	$613
School Newspaper			
Middle School	$1,018	$1,059	$1,101
High School	$1,018	$1,059	$1,101
Scholastic Team			
Middle School	$1,018	$1,059	$1,101
High School	$1,134	$1,179	$1,226
Assistant	$1,018	$1,059	$1,101
Science Fair Coordinator			
Middle School	$753	$783	$814
High School	$753	$783	$814
Student Council			
Middle School	$566	$589	$613
High School	$1,134	$1,179	$1,226
Substitute Caller	$5,271	$5,482	$5,701
Yearbook-High School	$3,246	$3,376	$3,511
Career Education Coordinator	$1,134	$1,179	$1,226
Washington DC Trip Coord.	$612	$636	$661

18.04.01 Supplemental Contracts and Salary

Longevity pay for each supplemental position in which that employee has given a minimum of 10 years service or more to the St. Marys City Schools. A five (5%) bonus will be paid annually to any supplemental position that has provided St. Marys City Schools with 10 or more years of supplemental service in that same program.

18.04.02 Incentive Pay for Post Season Performance

See following schedule for the supplemental positions that qualify. To receive the incentive pay, the head coach of each program is responsible for completing the Extended Season Pay Form for his/her program and turning it in to the Athletic Director within two weeks of the final contest or the incentive is forfeited.

Extended Season Pay Schedule for Supplementals

Season	Level 1 Coaches	1st Week		2nd Week		3rd Week		4th Week		5th Week		6th Week	
Fall	Football	$ 150	Regionals	$ 150	Regionals	$ 150	Regionals	$ 150	Regionals	$ 150	State	$ 150	State
Winter	Basketball	$	Sectionals	$ 150	Districts	$ 150	Regionals	$ 150	State				

	Level 2 Coaches	1st Week		2nd Week		3rd Week		4th Week		5th Week		6th Week	
Fall	Asst Football	$ 100	Regionals	$ 100	Regionals	$ 100	Regionals	$ 100	Regionals	$ 100	State	$ 100	State
Fall	Cheerleading	$ 100	Regionals	$ 100	Regionals	$ 100	Regionals	$ 100	Regionals	$ 100	State	$ 100	State
Fall	Cross Country	$	Districts	$ 100	Regionals	$ 100	State						
Fall	Marching Band	$ 100	Regionals	$ 100	Regionals	$ 100	Regionals	$ 100	Regionals	$ 100	State	$ 100	State
Fall	Soccer	$ -	Sectionals	$ 100	Districts	$ 100	Regionals	$ 100	State				
Fall	Tennis	$ -	Sectionals	$ 100	Districts	$ 100	State						
Fall	Volleyball	$ -	Sectionals	$ 100	Districts	$ 100	Regionals	$ 100	State				
Winter	Asst Basketball	$ -	Sectionals	$ 100	Districts	$ 100	Regionals	$ 100	State				
Winter	Bowling	$ -	Sectionals	$ 100	Districts	$ 100	State						
Winter	Cheerleading	$ -	Sectionals	$ 100	Districts	$ 100	Regionals	$ 100	State				
Winter	Swimming	$ -	Sectionals	$ 100	Districts	$ 100	State						
Winter	Wrestling	$ -	Sectionals	$ 100	Districts	$ 100	State						
Spring	Baseball	$	Sectionals	$ 100	Districts	$ 100	Regionals	$ 100	State				
Spring	Softball	$ -	Sectionals	$ 100	Districts	$ 100	Regionals	$ 100	State				
Spring	Tennis	$ -	Sectionals	$ 100	Districts	$ 100	State						
Spring	Track	$ -	Districts	$ 100	Regionals	$ 100	State						

	Level 3 Coaches	1st Week		2nd Week		3rd Week		4th Week		5th Week		6th Week	
Fall	Asst Cheerleading	$ 50	Regionals	$ 50	Regionals	$ 50	Regionals	$ 50	Regionals	$ 50	State	$ 50	State
Fall	Asst Cross Country	$ -	Districts	$ 50	Regionals	$ 50	State						
Fall	Asst Marching Band	$ 50	Regionals	$ 50	Regionals	$ 50	Regionals	$ 50	Regionals	$ 50	State	$ 50	State
Fall	Asst Soccer	$ -	Sectionals	$ 50	Districts	$ 50	Regionals	$ 50	State				
Fall	Asst Tennis	$ -	Sectionals	$ 50	Districts	$ 50	State						
Fall	Asst Volleyball	$ -	Sectionals	$ 50	Districts	$ 50	Regionals	$ 50	State				
Fall	Golf	$ -	Sectionals	$ 50	Districts	$ 50	State						
Winter	Asst Bowling	$ -	Sectionals	$ 50	Districts	$ 50	State						
Winter	Asst Cheerleading	$ -	Sectionals	$ 50	Districts	$ 50	State						
Winter	Asst Swimming	$ -	Sectionals	$ 50	Districts	$ 50	State						
Winter	Asst Wrestling	$ -	Sectionals	$ 50	Districts	$ 50	State						
Winter	Diving	$ -	Sectionals	$ 50	Districts	$ 50	State						
Spring	Asst Baseball	$ -	Sectionals	$ 50	Districts	$ 50	Regionals	$ 50	State				
Spring	Asst Softball	$ -	Sectionals	$ 50	Districts	$ 50	Regionals	$ 50	State				
Spring	Asst Tennis	$ -	Sectionals	$ 50	Districts	$ 50	State						
Spring	Asst Track	$ -	Districts	$ 50	Regionals	$ 50	State						

Head Coaches/Directors must complete the Extended Season Pay Form, obtain signatures of Assistant Coaches and turn it in to the Athletic Director within two weeks of the final game in order for the Extended Season Pay to be received.

In sports such as cross country, golf, track, wrestling, and swimming, that may have participation at the tournament level of less than a full team (5 members or more), the amounts listed above shall be reduced to one-half.

All Asst Coaches must be in attendance at all team meetings, practices, and games in order to receive the extended pay.

Middle School, 9th Grade, and Volunteer Coaches are not eligible for extended pay.

For a dual Co-Ed coaching position (i.e. Cross Country), only one extended pay will be received based on the highest team total.

Each level is broken down based on a weekly tournament format.

18.05 College Credit Plus

Teachers who teach CCP courses shall receive additional compensation per semester according to the following schedule:

1 CCP course taught during each semester = $1,040 (2024/2025), $1,082 (2025/2026), $1,125 (2026/2027) total additional compensation.
2 CCP courses taught during each semester = $1,820 (2024/2025), $1,893 (2025/2026), $1,969 (2026/2027) total additional compensation.
3 CCP courses taught during each semester = $2,340 (2024/2025), $2,434 (2025/2026), $2,531 (2026/2027) total additional compensation.

Additional courses taught beyond 3 in each semester shall result in $520 (2024/2025), $541 (2025/2026), $565 (2026/2027)more per course taught.

The Board retains total and complete discretion in selecting the teachers who will teach the CCP courses. Once selected, teachers who require additional coursework in order to be qualified to teach a CCP course shall have such coursework paid for by the Board. If a teacher voluntarily leaves the employment of the Board or is terminated for cause within the first three (3) years of receiving this benefit, the teacher will allow the cost of the coursework benefit to be deducted from his/her pay according to the following schedule:

After 1 year = 75% pay back
After 2 years = 50% pay back
During year 3 = 25% pay back

In order to be eligible for the payments set forth in paragraph 1 above; a teacher may not be absent from a CCP class more than seven (7) times per semester.

May be exempted from attendance requirement with Superintendent approval.

Article 19 – Salary Schedules

19.01 Base Salary Schedule

The St. Marys Board of Education and the St. Marys Education Association agree to a three-year contract for the 2024-2025, 2025-2026, 2026-2027 contracted school years.

For the 2024-2025 contracted school year, the Board agrees to reinstate the experience step for any teacher who was working in the district during the 2017-2018 contracted school year and is still currently working who otherwise would have received an experience step in 2018-2019. This step will then remain permanently moving forward in the teacher's experience as any other year and step does.

The Board agrees to the following percent increases each school year and the following base salaries *these percents each year would also be applied to supplemental and hourly rates in the contract.

2024-2025 (4%) ($40,510), 2025-2026 (4%) ($42,130) 2026-2027 (4%) ($43,815)

19.02 Hourly Rates

Hourly rates shall change yearly to reflect the same percentage the base salary is raised.

MISCELLANEOUS PERSONNEL SALARY SCHEDULE A ST. MARYS CITY SCHOOLS - ST. MARYS, OHIO 4% Increase	2024-2025 School Year	2025-2026 School Year	2026-2027 School Year
Special Education Tutor & Home Instruction (Special Education Tutor does not get paid for lunch time)	$25.95	$26.99	$28.07
Intervention Tutor	$25.95	$26.99	$28.07
Adult Education	$25.95	$26.99	$28.07
Summer School	$30.38	$31.59	$32.86
Summer Elementary Band	$27.72	$28.83	$29.98
State Mandated Test Tutor	$27.72	$28.83	$29.98
Saturday School / Wednesday School	$25.37	$26.39	$27.74
Teacher filling in for another teacher's class / Keyboarding Instructor	$22.11	$22.99	$23.91
Summer Curriculum Work	$14.28	$14.85	$15.44
ABLE Recruiting	$14.28	$14.85	$15.44
Kindergarten Make-Up	$14.28	$14.85	$15.44
IAT/BLT/DLT Member	$14.28	$14.85	$15.44

Mentor Teacher Stipends – If the Board receives remuneration from a college or university for hosting a student teacher, then the Board will provide a one time stipend to the teacher who is acting as the classroom mentor to the student teacher. The stipend amount shall be determined by the Board and shall not exceed the amount received by the Board from the college or university.

19.03 2024-2025 Salary Schedule

TEACHER SALARY SCHEDULE
2024-25 SCHOOL YEAR
ST. MARYS CITY SCHOOLS - ST. MARYS, OHIO

Base Salary $40,510 — Increase 4% on the base

Step	Bachelors Degree	Bachelors +150 Sem Hrs	Masters Degree	Masters +15 Sem Hrs
0	$40,510 1.00000	$42,130 1.04000	$44,561 1.10000	$45,776 1.13000
1	$42,130 1.04000	$44,156 1.09000	$46,992 1.16000	$48,207 1.19000
2	$43,751 1.08000	$46,181 1.14000	$49,422 1.22000	$50,638 1.25000
3	$45,371 1.12000	$48,207 1.19000	$51,853 1.28000	$53,068 1.31000
4	$46,992 1.16000	$50,232 1.24000	$54,283 1.34000	$55,499 1.37000
5	$48,612 1.20000	$52,258 1.29000	$56,714 1.40000	$57,929 1.43000
6	$50,232 1.24000	$54,283 1.34000	$59,145 1.46000	$60,360 1.49000
7	$51,853 1.28000	$56,309 1.39000	$61,575 1.52000	$62,791 1.55000
8	$53,473 1.32000	$58,334 1.44000	$64,006 1.58000	$65,221 1.61000
9	$55,094 1.36000	$60,360 1.49000	$66,436 1.64000	$67,652 1.67000
10	$56,714 1.40000	$62,385 1.54000	$68,867 1.70000	$70,082 1.73000
11	$58,334 1.44000	$64,411 1.59000	$71,298 1.76000	$72,513 1.79000
15	$59,955 1.48000	$66,436 1.64000	$73,728 1.82000	$74,944 1.85000

20	$61,575 1.52000	$68,462 1.69000	$76,159 1.88000	$77,374 1.91000
25	$63,196 1.56000	$70,487 1.74000	$78,589 1.94000	$79,805 1.97000
30	$64,816 1.60000	$72,513 1.79000	$81,020 2.00000	$82,235 2.03000
35	$66,436 1.64000	$74,538 1.84000	$83,451 2.06000	$84,666 2.09000

2025-2026 Salary Schedule

TEACHER SALARY SCHEDULE
2025-26 SCHOOL YEAR
ST. MARYS CITY SCHOOLS - ST. MARYS, OHIO

Base Salary $42,130 Increase 4% on the base

Step	Bachelors Degree	Bachelors +150 Sem Hrs	Masters Degree	Masters +15 Sem Hrs
0	$42,130 1.00000	$43,815 1.04000	$46,343 1.10000	$47,607 1.13000
1	$43,815 1.04000	$45,922 1.09000	$48,871 1.16000	$50,135 1.19000
2	$45,500 1.08000	$48,026 1.14000	$51,399 1.22000	$52,663 1.25000
3	$47,186 1.12000	$50,135 1.19000	$53,926 1.28000	$55,190 1.31000
4	$48,871 1.16000	$52,241 1.24000	$56,454 1.34000	$57,718 1.37000
5	$50,556 1.20000	$54,348 1.29000	$58,982 1.40000	$60,246 1.43000
6	$52,241 1.24000	$56,454 1.34000	$61,510 1.46000	$62,774 1.49000
7	$53,926 1.28000	$58,561 1.39000	$64,038 1.52000	$65,302 1.55000
8	$55,612 1.32000	$60,667 1.44000	$66,565 1.58000	$67,829 1.61000

9	$57,297 1.36000	$62,774 1.49000	$69,093 1.64000	$70,357 1.67000
10	$58,982 1.40000	$64,880 1.54000	$71,621 1.70000	$72,885 1.73000
11	$60,667 1.44000	$66,687 1.59000	$74,149 1.76000	$75,413 1.79000
15	$62,352 1.48000	$69,093 1.64000	$76,677 1.82000	$77,941 1.85000
20	$64,038 1.52000	$71,200 1.69000	$79,204 1.88000	$80,468 1.91000
25	$65,273 1.56000	$73,306 1.74000	$81,732 1.94000	$82,996 1.97000
30	$67,408 1.60000	$75,413 1.79000	$84,260 2.00000	$85,524 2.03000
35	$69,093 1.64000	$77,519 1.84000	$86,788 2.06000	$88,052 2.09000

2026-2027 Salary Schedule

TEACHER SALARY SCHEDULE
2026-27 SCHOOL YEAR
ST. MARYS CITY SCHOOLS - ST. MARYS, OHIO

Base Salary $43,815 Increase 4% on the base

Step	Bachelors Degree	Bachelors +150 Sem Hrs	Masters Degree	Masters +15 Sem Hrs
0	$43,815 1.00000	$45,568 1.04000	$48,197 1.10000	$49,511 1.13000
1	$45,568 1.04000	$47,758 1.09000	$50,825 1.16000	$52,140 1.19000
2	$47,320 1.08000	$49,949 1.14000	$53,454 1.22000	$54,769 1.25000
3	$49,073 1.12000	$52,140 1.19000	$56,083 1.28000	$57,398 1.31000
4	$50,825 1.16000	$54,331 1.24000	$58,712 1.34000	$60,027 1.37000
5	$52,578	$56,521	$61,341	$62,655

	1.20000	1.29000	1.40000	1.43000
6	$54,331 1.24000	$58,712 1.34000	$63,970 1.46000	$65,284 1.49000
7	$56,083 1.28000	$60,903 1.39000	$66,599 1.52000	$67,913 1.55000
8	$57,836 1.32000	$63,094 1.44000	$69,228 1.58000	$70,542 1.61000
9	$59,588 1.36000	$65,284 1.49000	$71,857 1.64000	$73,171 1.67000
10	$61,341 1.40000	$67,475 1.54000	$74,486 1.70000	$75,800 1.73000
11	$63,094 1.44000	$69,666 1.59000	$77,114 1.76000	$78,429 1.79000
15	$64,846 1.48000	$71,857 1.64000	$79,743 1.82000	$81,058 1.85000
20	$66,599 1.52000	$74,047 1.69000	$82,372 1.88000	$83,687 1.91000
25	$68,351 1.56000	$76,238 1.74000	$85,001 1.94000	$86,316 1.97000
30	$70,104 1.60000	$78,429 1.79000	$87,630 2.00000	$88,944 2.03000
35	$71,857 1.64000	$80,620 1.84000	$90,259 2.06000	$91,573 2.09000

Article 20 - Grievance Procedure

20.01 Purpose

The purpose of the grievance procedure is to resolve a grievance at the lowest possible level. Both parties agree that grievances will be processed as expeditiously as possible. Day is defined as a calendar day, excepting Saturdays, Sundays, holidays, and any calamity days.

20.02 Definition

A grievance is a complaint by a teacher/s or the Association involving a claim that there has been a violation, misinterpretation, or misapplication of the language in this contract.

20.03 Class Action Grievance

A "class action grievance" shall be a grievance affecting more than one teacher and shall be filed by the Association on their behalf.

20.04 Grievant

The "grievant" shall be the initiator of the grievance.

20.05 Grievant Rights

The grievant has the right to Association representation at all meetings and hearings involving the grievance. The Association may request copies of all public records related to the grievance.

20.06 Day Definition

Day means normal day Monday through Friday except for holiday or calamity days. Times indicated in each step shall be the maximum but may be extended by mutual agreement. Failure of the grievant to comply with the timelines shall result in the grievance being dismissed.

20.07 Withdrawal Procedures

A grievance may be withdrawn at any level without prejudice and no record of the grievance made.

20.08 Grievance

A grievance shall not be made a part of a grievant's personnel file and the filing of a grievance shall not be the cause for a reprisal or harassment against the grievant.

20.09 Procedure for Filing

The Procedure in filing a grievance shall be as follows:

20.09.01 Informal:

Level 1

The grievant and Association representative shall discuss the grievance with the appropriate administrator within ten work days of the time of the occurrence of the grievance. If the informal discussion does not produce a satisfactory resolution, the grievant may proceed to the Formal Level.

20.09.02 Formal:

Level 2

No less than 5 (five) days and no more than ten (10) days after the informal discussion, the grievant/s shall reduce the grievance to writing by completing the Grievance Report form and submitting it to the appropriate administrators.

a. The administrator shall arrange a hearing on the grievance within five (5) days of receipt of the written grievance.
b. Within five (5) days of the hearing, the administrator shall issue a written answer on the grievance report form and return it to the grievant.
c. If a satisfactory solution is not reached in Level 2, the grievant shall proceed to Level 3.

Level 3

No less than five days and no more than ten (10) days after the receipt of the written answer in Level 2, the grievant shall submit the grievance on the grievance form to the Superintendent.

a. The Superintendent shall arrange a hearing on the grievance within five (5) days of receipt of the written grievance.
b. Within five (5) days of the hearing, the Superintendent shall issue a written answer on the grievance report form.
c. If the grievant is not satisfied with the disposition of the grievance, the Association shall have 10 days to decide whether or not to demand that the issue be submitted to Arbitration in Level 4.

Level 4

No more than 10 days after receipt of the Superintendent's answer, the Association may submit a demand for arbitration to the American Arbitration Association. Selection of an Arbitrator shall be in accordance with the AAA rules and regulations.

a. The Arbitrator shall have no power to alter, add to, or subtract from the terms of the contract, or to make any award inconsistent with the terms of this Agreement or contrary to law.
b. The Arbitrator shall issue his award within thirty days of the close of the hearing. The decision of the Arbitrator shall be final and binding on the Board, the Association, and the grievant.
c. The cost of the arbitration services and the hearing room, if any, shall be borne by the losing party as designated by the arbitrator.

20.10 Grievance Form

GRIEVANCE REPORT FORM

Level 1 (Informal)

Date of occurrence of grievance/complaint:_____

Date of informal discussion: _____

Formal Level:

Level 2:

Statement of the grievance (including the provision of the Contract which has been violated, misinterpreted, or misapplied):

Relief sought:

Grievant: Date Submitted:

Hearing Date:
Response of Administrator:

Administrator: Date Issued: _____

Level 3:
Statement of the grievance (including the provision of the Contract which has been violated, misinterpreted, or misapplied):

Relief sought:

Grievant: Date Submitted:

Hearing Date:

Response of Superintendent:

Superintendent: Date Issued:

Level 4:
Date of Association's Demand for Arbitration: _____

Article 21 - Association Rights

21.01 Association Presidents Policy Book

The Association President shall be given a copy of the Board Policy Book and a copy of the Board Policy shall be placed in each school building.

21.02 Association President and Board Meeting Agenda

The Association President shall be sent copies of the tentative agenda, and any other Attachments for each Board Meeting prior to the Board Meeting.

21.03 Use of Mailbox

The Association shall be granted the right to use teacher mailboxes for communications.

21.04 Meetings During the Day

Association representatives may meet with employees during the workday, providing the visit does not interfere with assigned teacher duties.

21.05 Use of Facilities

The Association shall be granted, at no cost, the right to use the District's facilities to conduct Association business at reasonable times and times that do not interfere with school operation. The Association shall schedule these activities by notifying the Superintendent or designee at least three (3) days in advance of the date of the activities.

21.06 Association President Requests

The Association President may request the names, addresses, and phone numbers of any newly hired employees within seven days of their acceptance of the position. The Association shall receive a free copy of the financial reports of the District upon request.

21.07 First Day of School Meeting

The Association shall be given up to an hour on the first teacher day of each new school year for the purpose of conducting a general meeting and membership drive.

21.08 Use of Bulletin Boards and PA System

The Association shall have the use of bulletin boards in all employee workrooms and lounges, the use of the PA system to make necessary pre-approved announcements, and the right to make Association statements at Staff/Faculty Meetings, and be provided time at each regular Board Meeting to address the Board and public.

21.09 Association Paid Leave

The Association may be granted paid leave in the amount of five (5) days to be used to represent teacher interests. The Association President may request the Superintendent three (3) days in advance of the person(s) who will be using Association Leave and the date/s on which it will be taken.

21.10 Representation Fee

The Board will deduct from the paycheck of each bargaining unit member who signs and submits to the Treasurer a written authorization to deduct Association dues from his/her pay. The dues amount shall be divided equally and deducted from each paycheck during the months of September through August of each school year. The Association shall notify the Treasurer of the amount of such dues and of any changes. The Association shall have the right to assess non-members a representation fee, if allowable by law. If permissible by law, the Board will deduct representation fees from the paycheck of each bargaining unit employee opting to be a non-member.

A check in the amount of the total dues withheld from those bargaining unit members authorizing dues deduction will be tendered to the Association within fifteen (15) days of the date of making the deductions. A list of those from whose paychecks the deductions were made will accompany the check.

Deductions will ordinarily begin with the first regular payday of the month following submission to the Treasurer of the written dues authorization. If a bargaining unit member revokes authorization for deducing dues, deductions will cease with the first regular payday following the District Treasurer's receipt of the written revocation. The Board is not responsible for deduction of dues owed prior to the Treasurer's receipt of the unit member's authorization card or subsequent to revocation of such authorization.

21.10.01 Indemnification

The Association, on behalf of itself and the OEA and NEA, agrees to indemnify the Board, its individual members, the Treasurer, the Superintendent, and any and all other officers and employees of the Board for any cost or liability incurred as a result of the implementation and enforcement of this provision.

21.11 Association Release Time

Association Release Time - The President of the St. Marys Education Association with no loss of pay and benefits shall be released every other Thursday for the second half of the day, and on an as needed basis with no loss of pay to the Association for the purpose of providing the time to service the needs of its members.

Article 22 Medical Procedures

22.01 Special Medical Needs - Students

If any special medical needs student(s) is (are) placed in a classroom, the teacher will not be required to, in routine, non-emergency situations administer medication, perform medical procedures, or handle problems with bowel/bladder control, or body fluids. In routine, non-emergency situations, the classroom teacher shall not be required for any lifting, diapering, or procedures such as catheterization for any student. In routine, non-emergency situations, no teacher shall be required to administer medication to any student nor shall they be required to perform medical procedures or other such procedures of a physical nature such as catheterization, tube feeding, etc.

Article 23 Public Complaints Against School Personnel

23.01 The following procedures are to ensure that a citizen's complaint is given respectful attention and that the integrity of the educational program is upheld. "Complaint" in this regulation will be restricted in meaning to that criticism of a particular school employee by a citizen of the District which includes or implies a demand for action by school authorities. Other comments and suggestions will be referred informally to affected personnel.

23.01.01 If a complaint comes first to the person against whom it is directed, he/she will listen and may try to resolve the difficulty by explaining the background and educational purpose involved. If the complaint remains unsatisfied, the employee will refer the complainant to the building principal or other immediate supervisor to have his/her views considered further. Whether the complaint terminates with the individual staff member involved or seems likely to go further, the staff member will immediately inform his/her supervisor of the complaint.

23.01.02 If a complaint comes first to the principal or other supervisor of the person criticized, the principal or supervisor should make no commitments, admissions of guilt or threats. If the complaint involves a particular employee, the supervisor should suggest a conference between the complainant and the employee criticized and should inform that employee immediately of the complaint. If the complainant has already met with the employee criticized and remains unsatisfied, the supervisor should invite the complainant to file the complaint in writing and offer to send the appropriate form regarding a school employee's behavior, character or qualifications.

23.01.03 If a complaint comes first to any other school employee, that employee will refer the complainant to the person criticized or to his/her immediate supervisor.

23.01.04 No further action on the complaint should be taken unless the complainant submits the complaint in writing.

23.01.05 When a written complaint form is received, the principal or other supervisor will schedule a conference with the complainant, the person criticized and if advisable, the department chairman or other personnel who, in the opinion of either the supervisor or the person criticized, could contribute to resolution of the problem.

23.01.06 If the complainant is not satisfied with the results of the conference above, he/she should then be referred to the Superintendent, who may handle the complaint personally or refer it to other personnel, as he/she may see fit.

23.01.07 Should dissatisfaction remain after the above steps have been taken, the matter may be placed on the agenda for the next regularly scheduled Board meeting. The decision of the Board will be communicated in writing to all interested persons.

Article 24 Family and Medical Leave

24.01 Family and Medical Leave Act of 1993

Notwithstanding other provisions of this Agreement, the Board agrees to abide by the provisions of the Family and Medical Leave Act of 1993. Subject to provisions of Article 32.03, the parties to this Agreement agree that all benefits guaranteed by the Act will be provided to employees covered by this Agreement. Any alleged violations of the Act must be processed as grievances using the procedure herein. Pursuit of such a grievance in no way prevents an employee from enforcing their rights under the Act as provided by law.

24.02 Eligibility

Eligibility - An employee must have one (1) years' service with the St. Marys City School District to be eligible for benefits under the Act.

24.03 Leave Provisions

24.03.01 Each eligible employee is entitled to and shall be granted upon request up to 12 weeks of unpaid leave per year to care for a new child or a sick child, parent or spouse, or grandchild, or to use for the employee's own medical treatment. Such leave may be taken for the care of a newly adopted or newly placed foster child, as well as a newborn child.

24.03.02 Any leave beyond 12 weeks in a year for these combined purposes may be granted pursuant to the other leave provisions of this Agreement.

24.03.03 Eligible employees may choose to substitute paid leave granted by other provisions of this Agreement for all or part of the unpaid leave granted under this Article.

24.03.04 Leave taken to care for a new child must be taken within one year of birth or placement of the child. The employee must give the Board thirty days' notice of the birth or placement if possible, or as much notice as possible, if less than thirty days.

24.03.05. Leave under the Act may be taken intermittently, when medically necessary. The employee will attempt to schedule medical procedures so as not to interrupt their work unnecessarily.

24.04 Protection of Employment and Insurance

24.04.01 The Board shall return the employee taking a leave under this Article to the same position he/she occupied prior to the leave.

24.04.02 The Board shall continue to pay the Board contribution to the current medical insurance plan for the employee while they are on leave under this Article.

24.04.03 The taking of a leave under this Article shall not result in the loss of any employment benefit accrued prior to the date the leave commenced.

24.05 Medical Certification

24.05.01 The Board may require medical certification from a licensed physician as to the medical necessity for a leave under this Article. Such certification will include a statement by the physician that the employee is unable to perform all the duties of his/her position, or that their presence is required to care for a seriously ill family member. This section shall be uniformly applied.

24.06 Return from Leave

24.06.01 If a teacher takes a leave under this Article which is to terminate within the last three weeks before the end of a school term, and the leave is of more than five weeks duration, the Board may require the teacher to remain on leave for the remainder of the term, under the same conditions as are required by this Article, even if all twelve weeks required by law have been used.

Article 25 Nondiscrimination

25.01 The Board shall not discriminate against employees with regard to handicap, race, color, creed, ancestry, national origin, sex, religion, marital status, age, political affiliations, or sexual orientation.

Article 26 State-Mandated Testing

26.01 Access

Teachers shall have access to all state-mandated test results for their students.

26.02 Measurement

State-mandated test results are a measurement of student learning. The current political climate requires the staff, the Administration, and the Board to take all appropriate measures possible to maintain and improve our stature and credibility with the public as regard proficiency test results. State mandated test results may be a part of the teacher evaluation process, but shall not be the sole criteria in recommending teacher renewal or non-renewal.

26.03 Notice for Testing

Teachers shall be given as much notice as possible when students are to be out of their classroom for state-mandated testing, tutoring, or intervention.

Article 27 Negotiations

27.01 Ohio Revised Code Provisions

Negotiations between the parties shall be conducted under the terms and conditions of Chapter 4117 of the Ohio Revised Code and these guidelines.

27.02 Date and Time for Proposals

The parties shall exchange proposals at the same time and set a date for the first bargaining session. The packages of proposals shall be complete and no other proposals shall be included after the exchange unless it be by mutual agreement between the parties.

27.03 Representation

Each party may be represented by whomever the parties choose.

27.04 Caucuses

Caucuses shall be brief, thirty (30) minutes or less unless extended by mutual tentative agreement. Both parties shall have the authority to make agreements on behalf of those they represent and will be fully prepared to discuss their issues fully.

27.05 Tentative Agreement

In the event, a proposal is agreed to by the parties, it shall be marked TA (Tentatively Agreed), dated, and signed by the chief spokesperson of each party.

27.06 No Statement Clause

During negotiations, the parties agree to make no statement to the press other than the negotiations are in process and a statement will be given when an agreement is reached.

27.07 Impasse

Impasse may be declared by either party. Either party may request the assistance of a mediator appointed by the Federal Mediation and Conciliation Service. The mediator shall meet with the parties on at least one occasion, as scheduled by the mediator, to see if the impasse may be resolved. Such mediation sessions(s) must be held either prior to or within the first thirty days after the expiration of the current agreement. If, at the end of those thirty days, there is no successor agreement, then the Union may exercise its right to strike upon appropriate notice under ORC 4117.14 (D)(2) and/or the Board of Education may implement its last offer. This article constitutes the parties' mutually agreed alternative dispute resolution procedure and supersedes the procedures set forth in ORC 4117.14(C).

Article 28 Evaluation

28.0 *Is being revised by the Evaluation Committee to reflect the changes in OTES 2.0 and the Ohio Revised Code.*

Article 29 – Duration

These agreements shall be in full force and effect from August 20, 2024 through August 19, 2027.

IN WITNESS THEREOF the following have affixed their signature dated this _____, 2024.

For the SMEA:

Association President Date 4-10-24

For the Board:

Board President Date 4-10-24

Superintendent Date 4-10-24

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MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into by and between the St. Marys City School District Board of Education and the St. Marys Education Association for the purpose of modifying Section 9.07 of the 2024-2027 collective bargaining agreement. The parties hereby agree to replace the current Section 9.07 with the following language:

Section 9.07 Supplemental Severance Payment for Retirement at Initial Eligibility

Supplemental Severance Payment for Retirement at Initial Eligibility - The purpose of the Retirement at Initial Eligibility program is to provide a financial incentive to teachers to consider beginning their service retirement during their first year of retirement eligibility under State Teachers Retirement System (STRS) standards.

9.07.01 Full time teachers who notify the Board of Education by April 1 that they intend to begin their STRS service retirement no later than the start of the succeeding school year, and who begin their STRS service retirement at the start of their first full school year of retirement eligibility (initial eligibility from STRS determined at initial eligibility with reduced and unreduced benefits), shall be eligible to receive severance as explained below. **For the 2024-2025 and 2025-2026 school years only, "initial eligibility" shall include teachers who achieve 34 years of STRS service during either of these school years.**

(1) Teachers retiring at first initial eligibility with reduced benefits from STRS shall receive an additional forty-five (45) days of severance pay to which the teacher would not otherwise be entitled due to sick leave accumulation and will be paid to the teachers with his/her regular severance pay. For the purpose of this policy, the school year shall be deemed to start on September 1.

(2) Teachers retiring at first initial eligibility with unreduced benefits from STRS shall receive an additional thirty (30) days of severance pay to which the teacher would not otherwise be entitled due to sick leave accumulation and will be paid to the teachers with his/her regular severance pay. For the purpose of this policy, the school year shall be deemed to start on September 1.

9.07.02 To be eligible for this supplemental severance payment, the retiring teacher must have completed at least ten years or its equivalent of regular, full time employment in the St. Marys City Schools, and must complete all obligations under his/her contract for the current school year through the end of May. In other words, a teacher who begins his/her service retirement during the school year and prior to June 1 is not eligible for a supplemental severance payment under this program.

9.07.03 It is the expressed intent of both the Board and SMEA that teachers will be eligible for a supplemental severance payment under this program only once-at their first year of STRS service retirement eligibility. The determination of the first year of STRS retirement eligibility shall include any retirement credit which the employee is eligible to purchase, but has not yet purchased.

9.07.04 It shall be the employee's responsibility to provide acceptable written verification that his/her retirement date will indeed be the first time he/she will be eligible for STRS service retirement.

9.07.05 This supplemental severance payment for full time teachers shall be prorated for part-time teachers in proportion to their current percentage of a full-time contract.

9.07.06 This program may be reviewed annually by the Board and/or SMEA. Upon agreement of both parties, this program may be discontinued or the actual number of days of supplemental severance pay may be adjusted.

This MOU shall take effect immediately upon execution of this Memorandum of Understanding.

ST. MARYS CITY
SCHOOL DISTRICT
BOARD OF EDUCATION

Date

ST. MARYS EDUCATION
ASSOCIATION

2-26-25
Date