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NEGOTIATED AGREEMENT

BETWEEN

MARION LOCAL EDUCATION ASSOCIATION

AND

MARION LOCAL BOARD OF EDUCATION

JULY 1, 2024

THROUGH

JUNE 30, 2027

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ARTICLE I
PROFESSIONAL NEGOTIATIONS AGREEMENT

SECTION I - PREAMBLE

It is the purpose of this contract to establish an agreement between the Marion Local Board of Education and the Marion Local Education Association, which will make it possible to provide the best education for the children of the community through cooperative efforts to resolve matters of mutual concern.

SECTION II - RECOGNITION

A. The Marion Local Board of Education recognizes the Marion Local Education Association/OEA/NEA as the sole and exclusive representative of the Instructional Staff. This includes all classroom teachers, special teachers, (art, remedial reading, music, physical education, etc.), project directors, department heads, guidance counselors, librarians, and other certificated employees of the local Board of Education who do not have evaluative authority with respect to membership in the Association. The Board agrees not to negotiate with anyone or group of the Instructional Staff other than the Marion Local Education Association for the duration of this agreement.

Nothing shall be written into this agreement to restrict or deny to any member of the instructional staff individual rights provided by law.

B. Recognition of rights shall entitle the Association to the following:

1. Use of all faculty bulletin boards for Association information; exclusive organization right to install organization's bulletin boards in faculty workrooms.

2. Payroll deduction of membership dues.

3. Announcements at faculty meetings.

4. Use of public address systems for Association announcement according to school procedure.

5. Distribution of faculty bulletins to Association members according to normal school procedure.

6. Board of Education agenda (2 copies) and minutes of each Board of Education official meeting (1 copy).

7. A courtesy table at all Board of Education meetings (minimum 3 chairs).

SECTION III - MANAGEMENT RIGHTS

Marion Local Board of Education (the Board)

The Association recognizes that the Board is the legally constituted body responsible for the management, direction, and control of all the public schools of the Board and employees and other personnel employed by the Board and for the determination of all resolutions, policies, practices, procedures, rules, and negotiations governing any and all aspects of the Board's school district except as restricted by this agreement.

These rights and responsibilities include, but are not limited to, the following except as restricted by Federal and State Statute and this Master Contract agreement.

1. To determine all matters of managerial policy which include, but are not limited to, areas of discretion or policy such as the functions, services, and programs of the district;

2. To hire, appoint, evaluate, promote, assign, reassign, schedule, reschedule, Transfer, layoff, recall, train, or retrain employees; to discipline, suspend, terminate or non-renew pursuant to ORC Sections 3319.16 and 3319.11, 3319.111 and this contract.

3. To direct, supervise, and manage the work force, to determine the efficiency and effectiveness of the work force, to determine the size, composition, and adequacy of the work force; and to select the personnel by which district operations shall be carried out;

4. To maintain or increase the efficiency and/or effectiveness of district services;

5. To take actions to carry out the mission of the district as a governmental unit.

SECTION IV - NEGOTIATIONS PROCEDURE

A. <u>Directing Requests</u>

Either the Association or the Board may initiate negotiations for a successor agreement by submitting a written request for negotiations no later than 60 calendar days prior to the expiration of the contract. If neither party submits such a request in a timely fashion, the contract shall be deemed extended for another year. Requests initiated by the Association shall be directed to the Superintendent, acting as the representative of the Board. Requests initiated by the Board shall be directed from the Superintendent to the President of the Association. The written request for professional negotiations meetings shall include:

1. Date of writing.
2. Statement of purpose for meeting.
3. Name, address and phone number of the person to contact representing the requesting party to arrange a mutually satisfactory time for the initial negotiations meeting.

A written reply shall be sent by the receiving party within 10 days to the official representative of the requesting party. This written reply shall include:

1. Date of writing.
2. Recognition of request for negotiations.
3. List of items to be negotiated by the receiving party.
4. Time, place and date of agreeable initial negotiations meeting.

B. The 30-Day Negotiations Period

1. The professional negotiations meeting shall be for a period not to exceed 30 days. All meetings shall be completed within this time period unless extended by mutual agreement.

2. Negotiations shall commence by the parties exchanging complete written proposals on all items to be negotiated fourteen (14) days before the initial negotiations meeting. The first meeting shall be held within thirty (30) days after the initial request to bargain unless a later date is established by mutual agreement. Access to the initial proposals shall be restricted to the negotiating teams prior to the initial negotiations meeting. No new matters shall be introduced for consideration during the course of this negotiations meeting without mutual consent of both teams.

3. Negotiation team members shall be released from their normal school duties to attend professional negotiations meetings without loss of pay with no reprisal or punitive actions.

4. Professional negotiation meetings shall be a closed session.

5. During the course of negotiations, items agreed to shall be reduced in writing and initialed by representatives of each negotiation team and set aside.

6. Each negotiation team shall have no more than six members unless mutually agreed upon. Three members shall sit at the table and three shall act as observers.

7. No other person or persons shall be present during the professional negotiations meeting unless mutually agreed upon by members of both negotiation teams.

8. Either team may declare a recess when it appears that meaningful progress cannot be attained. A recess can only commence after mutual agreement for the time and place for the continuation of the negotiations has been determined and item agreement (see No. 5) has been followed. A recess shall be for no more than 72 hours, unless extended by mutual consent.

9. Either team may call for a caucus at any time. A caucus shall not be for longer than 30 minutes unless an extension is mutually agreeable to both teams.

10. Prior to and during the period of the professional negotiations meeting, the Board and Association agree to provide to the other upon written request and in a reasonable time period, essential information available concerning financial resources of the district and such other information as will assist the respective negotiations teams in developing intelligent, accurate, and constructive programs that will be in the best interest of all parties concerned, with a quality educational program.

11. Members of the respective negotiations team have the power and authority to negotiate. Such powers shall include the authority to make proposals, counter proposals, and tentative agreement.

12. All sessions of the professional negotiations meeting shall be in "good faith".

13. While negotiations are in process, news releases may be made. Said releases may be in writing and each team may have a copy of the statement prior to release.

SECTION V - AGREEMENT

When agreement is reached on all items being negotiated, a final written copy shall be submitted to the Association and the Board of Education before the next regularly scheduled Board meeting for ratification.

The final written copy will contain the following:

1. Terms of the agreement.
2. Effective date of the agreement.

When approved by both parties, it shall be signed by their respective presidents. When applicable, provisions will be reflected in the individual contract or statement of conditions of service as submitted to employees.

Copies of the contract shall be reproduced and distributed to all members of the instructional staff by the Superintendent.

SECTION VI - IMPASSE

A. Responsibilities

The parties pledge themselves to negotiate in good faith and in the event of failure to reach agreement, to utilize in good faith such mediatory facilities as are or may be provided.

B. Mediation

In the event parties are unable to reach agreement, at any time prior to 45 days before the expiration date of this agreement, and having declared impasse, either may call for mediation. The Mediator may be selected by a joint letter being written by the parties to this agreement and sent to the Federal Mediation and Conciliation Service (FMCS) requesting the appointment of a Mediator.

The Mediator shall have the right to hold meetings with the negotiating parties in seeking to effect a resolution to the disagreement(s) in accordance with the rules and regulations of the FMCS.

In the event the members of the Joint Negotiation Committee are unable to reach agreement within ten (10) days of the expiration of the existing Agreement, then the Exclusive Representative shall have the right to proceed in accordance with Section 4117.14D(2) of the Ohio Revised Code.

It is agreed that this impasse procedure supersedes and replaces the impasse procedure contained in Chapter 4117 of the Ohio Revised Code.

C. Expenses

The expenses of the mediator, if any, shall be shared equally by the parties.

SECTION VII - PROVISIONS CONTRARY TO LAW

This contract supersedes and prevails over all statutes of the State of Ohio (except as specifically set forth in Section 4117.10(A), Revised Code), all Civil Service Rules and Regulations, Administrative Rules of the Director of State Personnel and all policies, rules, and regulations of the Employer. However, should the State Employment Relations Board or any Court of competent jurisdiction, determine, after all appeals or times for appeal have been exhausted, that any provision herein is unlawful, such provision shall be automatically terminated but all other provisions of the Contract shall remain in full force and effect.

The parties shall meet within ten (10) days upon request of either party after the final determination to bargain over its impact and to bring the Contract into compliance.

SECTION VII - GENERAL PROVISIONS

A. **Individual and Rights**

1. Fair Practice Clause - The Marion Local Education Association agrees to admit staff to membership without discrimination on the basis of race, creed, color, national origin, sex, marital status, or handicap.

2. Instructional Staff has the right to join any organization for their professional or economic improvement.

3. No reprisal shall be taken by or against any bargaining unit member for participating in association activities.

SECTION IX - DEFINITIONS

Association means the Marion Local Education Association and its affiliated organization(s), OEA/NEA, which is the exclusive bargaining agent for the bargaining unit.

Board means the Marion Local School District Board of Education that is party to this agreement.

Days mean calendar days except when otherwise indicated in this Agreement.

District means the employer known as the Marion Local School District Board of Education.

Employee means a person who is a member of the bargaining unit as defined in Article I of this Agreement.

Employer means the same as "District."

Immediate Supervisor means the supervisor to whom the employee (teacher) directly reports.

NEA means the National Education Association.

MLEA means the Marion Local Education Association.

OEA means the Ohio Education Association.

Teacher means the same as Employee, i.e., a member of the bargaining unit.

Negotiations (or to negotiate) - To confer, discuss, propose, consider, and counter-propose, in good faith, in an effort to reach mutual agreement on items under consideration.

30-Day Negotiations Period - The 30-day period of time when negotiations is recognized to be taking place between representatives of the Board and Association as provided in this procedure or as altered by mutual agreement in accordance with the provisions of this procedure.

Professional Negotiations Meeting - The actual conferring of the representatives of the Local Board of Education and the Local Education Association.

Negotiations Team - The body of official representatives of the Local Board of Education or the Local Education Association.

Closed Session - A meeting with admittance to be limited to the discretion of the participants calling the meeting or the provisions for such a session as provided in this negotiations procedure.

Recess - The period of time between professional negotiations meetings once the negotiation period has commenced. A professional negotiation meeting shall not be recessed for a period longer than seventy-two (72) hours, unless mutually agreed by both negotiation teams.

Caucus - A limited break in the professional negotiation meeting of not more than thirty (30) minutes.

News Release - A report on the status of negotiations, given directly to public news media personnel, i.e., the newspaper, radio or television news bureaus.

Impasse - A deadlock on a given item(s) being negotiated. Impasse is reached when no further change of position by the members of the negotiations teams is taking place and agreement is not reached.

Good Faith - Good faith involves coming to the table with the intention of negotiating, not of dogmatically pursuing preconceived stands. Good faith requires that the Association and the Board be willing to react to each other's proposals. If a proposal is unacceptable to one of the parties, the party is obligated to give its reasons. Good faith requires both parties to recognize negotiations as a shared process.

The obligation of the representatives of the Board and the Association to meet for the purpose of professional negotiations does not compel either party to agree to a proposal or require the making of a concession.

SECTION X

The Negotiations Procedure set forth in this Article constitutes the entire dispute settlement procedure mutually agreed to by the parties.

ARTICLE II
GRIEVANCE PROCEDURE

Definitions

1. A "grievance" shall be defined as an alleged violation, misinterpretation or misapplication of the contract.

2. An "aggrieved person" or "grievant" is the person(s) making the allegation. The Association may file grievances based upon alleged violations of Article I, Section III, Recognition of Rights.

   Although the individual making the allegation must pursue the grievance through Level One, the Association has the right to pursue grievances beyond Level One that are no longer being pursued by the individual.

3. A "party in interest" is the person(s) making the allegation and any person who might be required to take action or against whom action might be taken to resolve the allegation.

4. Day shall mean calendar days. However, in computing any time period set forth in Article 4, if the deadline to take any action required herein (e.g. file a grievance or respond to a grievance) occurs on Saturday, Sunday, holiday, calamity day, or during spring or winter break, then the deadline to take the action shall be extended to the next day which is not Saturday, Sunday, holiday, calamity day or during spring or winter break.

5. The "appropriate supervisor" shall be defined as the principal of the building at which the grievance occurred. The building principal may include the assistant principal in meetings called for in this procedure.

Initiation and Processing

Informal Level

The grievant will first discuss the grievance with his or her appropriate supervisor, either individually or through the Association's school representative, or accompanied by the representative, with the objective of resolving the matter informally.

Level One

1. If the grievant is not satisfied with the disposition of the grievance at the informal level, he or she may file a written grievance with his or her appropriate supervisor within fifteen (15) days following the act or condition which is the basis of the grievance. The appropriate supervisor shall arrange and hold a hearing within fifteen (15) days of receipt of the grievance. Within five (5) days of the conclusion of the

hearing, the appropriate supervisor shall forward his or her response, in writing, to the grievant and his/her representative.

Level Two

1. Within five (5) days of receipt by the grievant of the decision rendered by the appropriate supervisor, such decision may be appealed to the superintendent. The appeal shall include (a), a copy of the grievance, and (b), a statement that the grievance is being appealed.

2. The appeal shall be heard by the superintendent within twenty (20) days of its receipt.

3. Within ten (10) day of hearing the appeal, the superintendent shall communicate to the grievant and his or her representative, a written decision, including supporting reasons. A copy of the decision shall be sent to the chairman of the grievance committee.

Level Three

1. If an aggrieved person is not satisfied with the decision concerning his/her grievance at Level Two, he/she my, within five (5) days after the decision is rendered, refer such grievance in writing to the Board for a formal hearing in executive session at its next or succeeding regularly scheduled meeting.

2. The parties in interest shall have the right to include in the representation such witnesses and representatives as they deem necessary to develop facts pertinent to the grievance.

3. The Board shall, within five (5) days after the formal hearing, render its decision in writing.

Level Four

1. A grievance which is not considered to be resolved at the level of the Board of Education (Level Three) under the grievance procedure set forth above may be submitted to binding arbitration by the Association. The MLEA president will appoint a committee of five (5) members approved by the superintendent to vote on whether or not the grievance will move on to arbitration. Notice of intent to appeal to arbitration must be sent to the American Arbitration Association by the Association, with a copy to the Superintendent, within five (5) days of receipt by the grievant of the Superintendent's decision.

2. The selection of the arbitrator and the conduct of the hearing shall be pursuant to the Voluntary Rules of the American Arbitration Association. The arbitrator shall have no authority to add to, modify, or disregard any of the terms of the contract, and shall be limited to interpreting the contract. The decision of the arbitrator shall be binding.

Costs of the arbitrator shall be split by the parties. The parties shall not be permitted to assert any grounds in arbitration, if such ground was not disclosed to the other party prior to the appeal to arbitration, or to assert any evidence known but not disclosed prior to the appeal to arbitration.

General Procedures

1. Failure at any step of this procedure to communicate the decision in writing on a grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

2. At all levels of a grievance after it has been formally presented, at least one(1) member of the Association's grievance committee shall attend any meetings, hearings, appeals, or other proceedings required to process the grievance.

3. Upon selection and certification by the Association, the Board shall recognize a grievance representative in each building and an Association grievance committee of five (5) members.

4. Any party in interest may be represented at all stages of the grievance procedure, except arbitration, by a person of his own choosing other than a representative or officer of any competing teacher organization. When a teacher is not represented by the Association, the Association shall have the right to be present and to state its views at all stages.

5. An individual employee is at liberty to present, process, and settle a grievance without intervention or representation by the Association if the settlement is consistent with the terms of the agreement, except that no grievance may be submitted to arbitration without the consent of, and representation by, the Association.

6. All communications, regarding grievances, shall be reduced to writing and hand-delivered or mailed by certified mail, return receipt request. The Employer shall provide the Association with copies of all communications to the grievant regarding the grievance.

7. No reprisals shall be taken against any employee at any time without prejudice,

8. A grievance may be withdrawn by the grievant at any time without prejudice.

ARTICLE III

EMPLOYMENT PRACTICES

A. Teacher's Personnel File

Personnel folders for each teacher will be kept in the Central Office. New teachers will be responsible for seeing that the following information is sent to the Central Office for inclusion in the folders:

1. A completed application form.
2. Teaching certificate from the Ohio State Department of Education. This certificate will be photo-copied and returned to the teacher.
3. Social Security number.
4. Withholding tax information (in Treasurer's office)
5. Transcript of college credits.
6. Record of previous sick leave. (in Treasurer's office)
7. BCI criminal background check.

Copies of the necessary forms are available in the Central Office.

Any member of the Instructional staff may have access to his/her personnel folder at any time.

Teachers shall have the right to submit a written commentary to any material placed in the file and such written comment shall be attached to the item in the file. Except in cases where a teacher's actions warrant otherwise, materials not contained in personnel records shall not be used by the administration to evaluate or recommend the non-renewal or termination of a teacher.

The examination of a teacher's file shall be limited to persons authorized by law.

Upon request, a teacher and a member of the administration shall periodically review and update his/her personnel file. Obsolete and irrelevant material will be discarded by mutual agreement.

When there is an addition or deletion to a teacher's personnel file, the teacher shall be notified and upon request will receive a copy.

Building Principals shall maintain building level personnel files which shall contain performance related materials such as evaluative documentation. Such building files will be subject to the above mentioned rights and restrictions. Any bargaining unit members new to the district hired after the 1986-87 school year must renew any certificates which they possessed at the time of employment.

Any bargaining unit member hired before the 1987-88 school year will keep in force all certificates which permitted them to fulfill both their 1986-87 and 1987-88 teaching

assignment. Requirements for upgrading will not apply to certification used for only one of the two years. Requirements are met if a new certification allows a teacher to fulfill his/her teaching assignment.

All personnel information shall be maintained with such accuracy, relevance, timeliness, and completeness as is necessary to assure fairness in any determination made with respect to the staff member on the basis of the information.

B. Transfer and Assignments

1. ASSIGNMENT

   a. Specific teaching assignments are made by the superintendent. Teaching assignments are for one year only and may be changed by the superintendent. Teachers shall not be assigned outside the scope of their certification. Non-degree teachers shall not be employed by the Board unless permitted by State Board standards or Ohio Revised Code.

2. VOLUNTARY TRANSFERS

   a. Regular staff members may request a change in position annually by letter to the superintendent.

   b. In acting on requests for voluntary transfers, the superintendent will follow the Individual Qualifications in the order listed below.

      1. Individual Qualifications

         i. Determined by present certification/licensure.
         ii. Evaluator's appraisals – based on written evaluations as performed in accordance with Article III, Section M, as well as an interview between the Superintendent and the interested staff members.
         iii. Seniority within the district.
         iv. Experience in similar positions.
         v. Total years of certification/licensure experience (number of years teaching under a specific certificate/license).
         vi. Point in process of gaining certification/licensure.

3. INVOLUNTARY ASSIGNMENTS

   a. A teacher shall be notified in writing twenty-five (25) days prior to the beginning of school, except in emergency situations, of any involuntary assignment. The written notification shall include the reasons for the transfer.

   b. In making involuntary assignments, the following considerations apply:

1. Individual Qualifications

i. Determined by present certification,
ii. Point-in process of gaining certification,
iii. Experience in similar positions,
iv. Evaluator's appraisals,
v. Total years of certification experience,
vi. Seniority within the district.

C. Vacancies

Notices of vacancies and new positions within the certificated staff shall be electronically sent to employee's district email. No vacancy shall be filled until after ten (10) calendar days after the initial posting, except in August, when vacancies may be filled after five (5) working days of the notice being posted.

D. Reduction in Force

1. Attrition

To the extent possible, the number of staff members affected and/or adversely affected by a reduction in force and the extent of such effects will be kept to a minimum by not employing replacements for employees who retire, resign, go on leave of absence for whose limited contracts are not renewed for reasons other than reduction in force.

2. Reasons for Reductions

When the Board of Education determines that it is necessary to reduce the number of positions necessary as a result of lack of sufficient operating funds, decreased enrollment of pupils, meaning a lesser number of students in: (a) the entire district, (b) building or buildings within the district, and (c) a particular academic program or curriculum area of study, return to duty of regular teachers after leaves of absence, suspension of schools, or territorial changes affecting the district for financial reasons and/or any other reason set forth in ORC 3319.17, the president of the Association will be consulted and given an opportunity for input at least thirty (30) calendar days prior to the implementation of a reduction.

3. Suspension - Renewal Suspension

If staff reduction is deemed necessary for any of the above reasons and all other provisions of this section have been fulfilled, then the reduction shall be made as follows:

Reductions shall be made by suspension of existing limited contracts and/or necessary suspension of continuing contracts. Reductions by suspension of contract may result in partial contract. Those contracts to be suspended and/or renewal suspended will be selected as follows:

4. Displacement

Displacement (lay-off) will occur in accordance with the provisions of ORC §3319.17. During the term of this contract until its expiration on June 30, 2020, the Board will not utilize student growth measures for retention decisions. For the purposes of determining comparability where a reduction in force is required, the four categories are as follows:

A. Accomplished
B. Skilled
C. Developing
D. Ineffective

5. Notification of Anticipated Reduction in Force

If the employer determines a RIF may occur, the Employer shall notify the President of the Association in writing, not less than thirty (30) days prior to the date the RIF is to be implemented. The notification shall include the reason(s) for the position(s) to be reduced, eliminated, or not filled; the name(s) of the employees to be affected, the date of intended Employer action to implement the RIF and the effective date of the RIF.

The Employer shall develop and provide the President of the Association with a RIF list of potentially affected employees which shall be based on seniority and contract status within areas of certification, and/or license.

6. Limitations

No substitute staff member(s) except for those hired for less than sixty (60) days in one school year, or any other person new to the system will be hired except where:

a. There are no staff member(s) on layoff qualified to fill a vacant position or who become qualified by retraining, or

b. All qualified staff member(s) on layoff decline the offer to fill the vacancy.

c. Substitute staff members will not accrue seniority.

No transfer or reassignment shall be made during a period of RIF with the intent to prevent the recall of an employee on layoff status.

7. Employee Rights While on Reduction

Staff on layoff will have the following rights:

a. Any teacher on continuing contract when reduced under ORC 3319.17 will be recalled first in order of seniority for any position they are properly certified.

b. If vacancies cannot be filled by such tenured staff, then qualified non-tenured staff shall be recalled in order of seniority.

Each teacher shall remain on the RIF list for 38 months from his/her last day of Active service in the system.

Reduced staff members may, for the period required by law, (COBRA) elect to continue participation in any or all of the group insurance plans available to regular employees by remitting the premiums to the appropriate insurance carrier. Such employees will be informed of the premium due date.

8. Notification of Recall

It shall be the responsibility of each affected staff member to notify the Board of any change in certification. If an employee receives additional certification the employee must notify the Board prior to the first day of August for employment for the subsequent school year.

The Board shall give written notice of an offer of re-employment by sending a registered or certified letter to the Association President and to all qualified said staff at their last known address. Such notification shall also contain the seniority list for the areas of certification being recalled. Any senior eligible staff member that fails to accept the offer of re-employment in writing within fifteen (15) calendar days from the date said offer is delivered at the last known address of the staff member, shall be removed from the recall list. The most senior of those responding will be given the vacant position. Any vacancies which occur after July 10 will require teachers to respond within ten (10) calendar days.

9. Status Upon Recall

Upon acceptance of the notification to resume active employment status, a staff member on the recall list will return to active employment status with the same seniority he/she enjoyed at the time of layoff. Such staff member will be placed on

the salary schedule in accordance with their respective training and experience at the time of recall.

E. Seniority

1. Seniority Defined

Seniority shall mean the length of continuous employment as a certificated employee under a regular contract and shall begin to accrue from the first day worked in such a position.

Seniority shall accrue for all time an employee is on active pay status or is receiving worker's compensation benefits.

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

Full-time employees shall accrue one (1) year of seniority for each year worked as determined by the minimal full-time standard for the position to which the staff member is assigned.

Part-time employees shall accrue seniority pro-rated against the minimal full-time standards as set forth above.

2. Equal Seniority

A tie in seniority shall occur when two (2) or more employees have the same amount of seniority credit as determined by the application of the seniority provisions above.

Ties in seniority shall be broken by the following method to determine the most senior employee:

The employee with the earliest date of hire as determined by the date of the Board meeting at which the staff member was hired, and then the date the staff member signed his/her initial contract in the district and then;

Giving preference to teachers with the greatest, if any, prior bargaining unit service in the district; and then;

If a tie still remains;

By lottery, with the most senior being designated as the employee whose name is drawn first, etc. The procedure shall be implemented in the presence of a designated association representative.

3. Super-Seniority

For layoff purposes only, employees employed under continuing contract shall have greater seniority than employees employed under limited contract.

4. Loss of Seniority

Seniority shall be lost when an employee retires or resigns, is discharged for cause, or otherwise leaves the employment of the Employer.

5. Posting of Seniority List

In addition to the posting provisions required under the reduction in staff provisions, the seniority list shall be provided annually to the Marion Local Education Association President by October 29 of each work year.

F. Complaints Against Teachers

Procedure

Regardless of what level or manner in which a complaint is made against an employee, all complaints shall initially be reduced to writing and referred to the lowest level of this procedure. This shall include any complaints made at public board meetings or initially lodged with board members.

Level 1 - Building Principal

All complaints lodged against employees should first be referred to and resolved by the building principal/supervisor. The employee shall be provided a copy of the complaint as soon as possible after it has been filed.

Level 2 - Superintendent

If efforts to resolve the complaint do not lead to understanding or resolution of the problem at the Level one, the complaint shall then be submitted to the superintendent.

Level 3 - Board of Education

If efforts to resolve the complaint do not lead to understanding or resolution of the problem at Level 2, it may be submitted to the Board of Education. Such meeting may be held in executive session of the Board.

General Provisions

Pursuant to this procedure, the employee shall be notified and/or invited to any meeting where the complainant has indicated that they have secured professional representation of his/her interests. In the event the complainant has secured counsel, the employee may have up to five (5) days to obtain representation before such meeting takes place.

Conference regarding such complaints shall be private. The employee may be accompanied by representative(s) of their choosing.

Any material placed in the teacher's folder must meet the conditions of Article III of Professional Personnel Files.

G. Family and Medical Leave Act

Bargaining unit members shall be entitled to a leave of absence under the Family and Medical Leave Act of 1993. The School District shall grant such leave in accordance with the rules promulgated under that act. Any contractual unpaid leave may be granted upon request at the expiration of those granted under the Family and Medical Leave Act. Return from any unpaid leave shall be under the same terms as those provided for under the Family and Medical Leave Act. The rights provided under the Family and Medical Leave Act are stated within Board policy.

For the purposes of determining eligibility, the employee's contract date shall be the anniversary date.

H. Instructional and Extra-Curricular Load (Class Size)

Insofar as possible, the teaching load shall be distributed evenly among the staff. Teachers will be notified of schedule and class size 25 days prior to the beginning of school.

Mutual concerns involving, but not limited to, staffing, special education inclusion, discipline, and scheduling shall be discussed through the Professional Management Council (Terms of Agreement).

Selections for extra-curricular supervisors, which are non-athletic related positions, will be handled by the Local Superintendent and Principal with the agreement of the Board of Education. The extra duty pay scale would apply.

Principals will notify personnel when they are to be involved with extra duties prior to the beginning of the school year.

I. Contracts-Limited

1. Contract Sequence

All full-time teachers who are appointed for the first time will be appointed to a one-year contract. After serving an initial one-year limited contract, a teacher may be rendered another one-year limited contract. The next year, the teacher may be rendered a two-year limited contract. After completing a two-year limited contract, a teacher may be rendered a three-year limited contract.

Part-time teachers shall be eligible for one-year limited contracts upon initial appointment. After serving an initial one-year limited contract, part-time teachers may be rendered another one-year limited contract. The next year, the part-time teacher may be rendered a two-year limited contract. Part-time teachers are not eligible for continuing contracts. Part-time teachers shall be defined as those individuals who work ¾ or less time.

2. Non-Renewal Procedure

a. If a teacher's performance is questionable, he shall be notified in writing by the principal prior to February 1 in the year his/her contract is to expire. A conference or conferences will be scheduled and the teacher will be given an opportunity to correct the condition. The teacher shall have the right to representation at the above-mentioned conferences(s).

b. The teacher must be notified in writing, at least 10 days prior to the April board meeting, that the principal will recommend non-renewal of the teacher's contract.

c. A teacher so notified shall have an opportunity to appear before the Board in executive session if he or she directs a request to the Treasurer at least five (5) days prior to the April board meeting.

d. All Board reviews will be limited to the following personnel:

1) Board of Education
2) Superintendent
3) Principals of interest
4) Two (2) representatives of the teacher
5) The teacher subject to non-renewal

e. The Treasurer of the Board shall serve notice of non-renewal subsequent to the Board action on or before April 30.

f. This procedure supersedes the procedure set out in ORC 3319.11.

J. Contracts-Continuing

1. Any teacher employed by the Board who will become eligible for a continuing contract for the succeeding year, and/or expiration of the current limited contract, shall provide written notice to the Superintendent that the teacher is eligible for a continuing contract after the beginning of the school year but no later than January 15 of the school year in which their current limited contract with the Board shall expire. This notification must include written documentation supporting the teacher's claim for continuing contract. It is the teacher's responsibility to maintain and track all documents necessary to be approved for continuing contract. A teacher may withdraw his/her request for a continuing contract at any time prior to Board action.

2. Failure to notify the Superintendent by January 15 shall be a waiver of the teacher's eligibility for the continuing contract for the following school year. If the teacher fails to notify the Board and the teacher is reemployed, he/she may be given a one (1) year limited contract for the following school year rather than a continuing contract. To be eligible for a continuing contract for the following year, the teacher must follow the timelines established in Paragraph one (1) above.

3. If a teacher reaches eligibility during the term of a multi-year limited contract, the teacher may still notify the Board of his/her eligibility and the Board may grant the teacher a continuing contract.

4. A teacher becomes eligible upon satisfaction of one of the following:

    1. Teacher has been employed by the board for a period of two (2)years and the teacher has previously attained continuing contract status in another Ohio public school district.

    2. Teacher has been employed in the school district three (3) of the last five (5) years and has a professional certificate.

    3. Teacher has been employed in the school district three (3) of the last five (5) years and has a professional license, and if the teacher held his/her master's degree at the time of the issuance of the initial license, the teacher has completed six (6) 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, or if the teacher did not have their master's degree at the time of the initial issuance of their license or certificate, the teacher has completed thirty hours of graduate coursework in the area of licensure or in an area related to the teaching field since the issuance of the initial license or certificate.

    4. Upon receiving the notice from a teacher that he/she is eligible for continuing contract and after having completed the evaluations of the teacher as required

by Article III, M, if the Board believes that the teacher is in need of further professional development, the Superintendent may recommend the issuance of a one (1) year extended limited contract to the teacher. If the Superintendent intends to recommend an extended limited contract, the Superintendent must advise the teacher, in writing, of the reasons for this recommendation and shall meet with the teacher upon the teacher's request.

5. A teacher may withdraw this request any time prior to Board action on his/her request.

6. The provisions of this Section are intended to, and shall supersede and replace any conflicting provisions of Ohio Revised code Section 3319.07, 3319.11, 3319.111, 3319.22, Chapter 3301-24 of the Ohio Administrative Code and any and all other provisions of the Ohio Revised Code or Ohio Administrative Code governing the issuance and granting of continuing contracts.

K. Termination of Contract

The termination of continuing or limited contracts shall be governed by ORC 3319.16.

L. Resignation

A teacher desiring to resign should do so in writing as early as feasible. A teacher may submit a written resignation, effective at the end of the current school year, at any time before the 10th of July. Such resignation is automatically effective. A resignation after the 10th of July must be approved by the Local Superintendent and acted upon by the Board of Education before it becomes effective.

M. Teacher Evaluation

Refer to Board Policy 3220 Standards-Based Teacher Evaluation

Refer to Board Policy 3223 Standards-Based School Counselor Evaluation

N. Identification of Deficiencies

An employee who has been determined to be deficient in certain respects shall have such deficiencies noted in the formal evaluation. Appropriate remediation will be planned between the employee and the immediate supervisor in order to allow the employee an opportunity to correct such deficiencies.

O. Attendance at Professional Meetings

Teachers may be authorized to attend an educational meeting with permission granted by the Board of Education. Professional leave funds provide for transportation as well as

lodging and registration fee reimbursement for meetings, and meals (provided the meals are not part of the registration fee), up to the limit set by Board policy. If limitations on choice of lodging exist at the place of the professional meeting, the Board may authorize reimbursement beyond the set limit.

Authorization may be granted by the Board of Education. Interested teachers shall apply to the local superintendent stating the nature of the meeting, the dates, and the probable cost. Such application should be made before the scheduled Board of Education meeting prior to the professional meeting for which leave is requested. The Board of Education will approve pre-payment on the Professional Leave Request forms. The issuance of Continuing Education Units (CEU's) will not affect either the granting of or the reimbursement for professional leave.

Out-of-state conferences may have different limitations and reimbursement procedures.

P. Membership in Professional Organization

Deductions for professional dues will begin with the seventh (7^{th}) pay of the school year and continue for the remaining pays of that school year. All information concerning these deductions must be presented to the Treasurer prior to November 1.

Q. Bus Duty - Elementary Building

Morning bus duty shall be handled on a rotating schedule by all teachers assigned full-time in the elementary. There shall be one teacher assigned to the K-3 area and one teacher assigned to the 4-8 area from 8:00 a.m. to 8:10 a.m.

Afternoon bus duty, if necessary, shall be offered as a supplemental contract. The positions should be posted prior to the beginning of the school year. If no bargaining unit member applies, the building principal may recommend the employment of non-certified individuals.

R. Teacher Day

Unless an emergency exists, building staff meetings shall be held no more than once a month, shall be limited to a maximum of thirty (30) minutes in length, and shall be preceded by at least twenty-four (24) hours advance notice. This restriction does not include curriculum meetings, nor any meeting at which attendance is voluntary, nor meetings during orientation day.

Teacher workday shall be from 8:00 a.m. through 3:20 p.m. unless the school day is extended for calamity days in accordance with Ohio Revised Code section 3313.482. Teachers are to be in their rooms by that 8:10 a.m. Exceptions to the teacher school day shall be those included in the Master Contract Agreement, and requested release time during the school day upon approval by the building administrator.

9-12 Teachers: Attendance at the graduation ceremony will allow teachers to be dismissed early on teacher record day at 1:00 p.m. If graduation is not attended, a teacher is required to work the normal contractual hours.
K-8 Teachers: Attendance at the spring open house will allow teachers to be dismissed early on teacher record day at 1:00 p.m. If open house is not attended, a teacher is required to work the normal contractual hours.
Teachers shared between buildings will consult with building principal.

S. Parent Teacher Conferences

For grades K-4 parent-teacher conferences will consist of the equivalent of two days, and for grades 5-12 parent-teacher conferences will be the equivalent of one day. Times of conferences and scheduled work time will remain as in the previous year unless jointly agreed upon by the association and the administration. Deviations from these times may be made between the building principal and the teacher on an individual basis. Parent-teacher conferences will consist of fifteen (15) minute time blocks which may be doubled by the teacher for individual situations. K-3 teachers are expected to schedule conferences with all their students' parents/guardians. K-3 teachers will coordinate with the principal actual conference times prior to conferences.

T. Retiree Rehires

Any bargaining unit member who retires under STRS and subsequently is reemployed in the district may be hired at a rate of pay different from his or her years of service as specified in the salary index contained in this agreement. The rate shall be no less than 5 years of service and the retired member shall be placed at the appropriate academic training level. While employed by the district subsequent to retirement, such member who is interested in obtaining health care benefits must opt for the health care benefits at
no cost to the board. Such retired member is not eligible to receive a severance payment upon leaving employment with the district. The provision of the agreement and such salary and contract, will not be grievable under the grievance procedures of this agreement nor through any claim or action filed before the State Employment Relations Board (SERB) or any court of law. Reemployed-retired teacher is excluded from receiving the health insurance opt out provision that pays an employee for not participating in the district's health plan. All of the terms and conditions of employment set forth in the preceding paragraphs shall supersede and replace any sections of the Ohio Revised Code with which they are in conflict, including, but not limited to, Sections 3313.202, 3319.07, 3319.08, 3319.11, 3319.111, 3319.141, 3319.22, 3319.17, Chapter 3307, Chapter 3317 of the Ohio Revised Code and Chapter 3301-24 of the Ohio Administrative Code.

ARTICLE IV
LEAVES OF ABSENCE

A. Sick Leave Policy

1. Each full-time teacher employed by the Board of Education shall be entitled to sick leave of one and one-fourth (1-1/4) days per month of service (15 days per year); such sick leave shall accumulate to a maximum of 240 days. New first-year teachers in the state of Ohio are entitled to a 15-day sick leave bank providing the teacher accumulates that much sick leave during the contract year. The treasurer will list at least twice per year on or with the paychecks the total number of sick leave days accumulated for the individual teaching employee.

2. Accumulated sick leave shall be available to a school employee for absence due to personal illness, injury, pregnancy, exposure to a contagious disease, and for illness or death in the employee's immediate family. Immediate family is defined as employee's spouse, child, parents and spouse's parents, siblings and spouse's siblings, daughter-in-law, son-in-law, grandchildren or member of employee's immediate household (as established by permanent residence).

3. The employee must furnish a written, signed statement on forms prescribed by the Board of Education after the use of sick leave. If medical attention is required, the employee's statement must list the name and address of the attending physician and the dates when the physician was consulted.

4. For extended illness or injury to the employee which required extended doctor's care and/or hospitalization for a period of more than five consecutive days, a doctor's statement of release for duty must be submitted to the principal/superintendent prior to resuming duty.

5. A maximum of five (5) days of sick leave may be granted because of the death of the following relatives (including in-laws): brother or sister, grandchild, or any other person (not renters) residing within the immediate household.

6. An employee may be granted the use of two (2) days of sick leave because of the death of the following relatives (including in-laws): aunt, uncle, nephew, niece, grandparent, godchild.

7. An employee may be granted the use of one day of sick leave to perform a "funeral duty" for a funeral.

8. In unusual circumstances, the employee may seek permission of the Superintendent for use of additional sick leave days for events listed in paragraphs 2, 5, 6, 7, above.

9. Two days of paid absence will be allowed to a father at the time of birth of a child.

10. An employee may use one sick leave day per year for the death of a close personal friend. If additional time for the one day funeral is needed, or if requests are made to attend the funeral(s) of another friend, then permission must be granted by the superintendent.

Documentation

Any staff member using a full day absence for a dentist appointment (for either themselves or a family member), must provide their building principal with a signed note from the dentist office listing the time of the appointment and time they left the appointment. Quarter or half day absences will not require this documentation.

Abuse of leave

Should any professional staff member make false application for and/or falsify any information within the provisions of the Article, that staff member shall be subject to Board discipline, suspension or termination.

Catastrophic Sick Leave Bank

District employees are entitled to donate up to five (5) sick leave days (per member) to another district employee under the following conditions and restrictions:

1. The recipient of the donation must have zero sick leave days and zero personal leave days.
2. No more than twenty (20) total sick leave days may be allocated to the recipient during a school year.
3. A district employee may donate no more than ten (10) total sick leave days during a school year.
4. Donated sick leave may not be used for maternity leave.
5. In order to qualify for the donation, the recipient must produce, to the Superintendent, written notification from a licensed doctor affirming the legitimacy of the leave within ten (10) days of the absence. The request must be catastrophic and is subject to the Superintendent's approval.
6. District Employees wishing to donate sick leave to an individual must do so in writing to the Superintendent within ten (10) days of the recipient's absence.
7. The MLEA will solicit their members for donations to the sick leave bank after the Superintendent approves the recipient's request. Members shouldn't donate any more sick days than needed, because additional sick days will not be stored in a bank.
8. A list of members donating a day will be prepared by the MLEA president and delivered to the Treasurer. The list will name in order which member will donate first through which member will donate last. It is the MLEA responsibility to poll its members for donors and usage. There shall be no crossing between retirement systems for donating or usage of sick days.
9. Nothing in this section shall be subject to the grievance procedure.

B. Notification of Absence

An employee who is absent or expects to be absent from duty shall notify the Mercer County Substitute Teacher Hotline (MCSTH) as early as possible, and such notification shall be given in advance unless conditions beyond the control of the employee make such notification impossible. Teachers who find they are unable to be present to discharge their assigned duties and it is too late to notify MCSTH, shall notify the building administrator as soon as possible.

C. Personal Leave

A teacher of Marion Local School District is entitled to take three (3) personal days during the course of the school year. Notification must be given to the local superintendent, via the building principal. Personal leave should not be taken before or after holidays unless receiving prior approval by the superintendent. Bargaining unit members shall be able to take personal leave consecutively. Insofar as possible, notification of personal leave days shall be given one week in advance.

Teachers will have the option to carry over (2) two unrestricted day.

Any teacher not using his or her personal leave will be reimbursed for each unused day at a rate of $125.00 per day.

Payment will be made no later than the first salary payment in July following the school year.

D. Maternity Leave

Sick leave shall be available for purposes of medical appointments, illness, or injury due to pregnancy, childbirth, and placement of an adopted child. Following childbirth, an employee shall be granted up to six (6) weeks for a vaginal delivery and eight (8) weeks for a cesarean delivery. A total of eight (8) weeks are available if the physician submits written documentation that an additional two (2) weeks is needed beyond the original six (6) week maternity leave in the case of a vaginal delivery. Sick leave will run concurrently with Family Medical Leave Act leave. In the event of an adoption, a mother may use up to six weeks of sick leave immediately after bringing the child home. If the employee chooses to extend their maternity leave past their medical approved sick leave, they must exhaust their personal leave before unpaid leave will be applied.

E. Professional Leave

One professional leave day shall be granted to all holders of supplemental coaching contracts for the purpose of attending clinics or OHSAA state competitions related to the sports for which they hold supplemental contracts. Head Varsity Coaches will be granted an additional day. In the case of certificated personnel, the Board shall be responsible only for hiring substitutes.

F. Jury Duty

Member of the bargaining unit upon notification to the Superintendent shall be eligible for leave for the number of days or partial days needed to serve for jury duty or as a subpoenaed witness to a jury or court provided the subpoena to a court isn't as a party in a suit against the Board of Education or a member of an organization and/or agency which has brought suit against the Board of Education. Upon submission of proof of
jury service or subpoena service the member shall be paid the difference between his/her pay received for said service and his/her regular salary for the number of days involved. Such leave shall not be deducted from sick leave and shall be in accordance with ORC 3313.211.

G. Association Leave

The Marion Local Education Association shall be granted up to a maximum of three (3) days of leave to attend to association duties such as the OEA delegate assembly or other emergencies that cannot be performed at times other than normal school days.

Such leave shall be granted upon written request from the president of the Marion Local Education Association to the superintendent. Such notice shall be provided at least one week in advance, except in emergency situations.

Such written notice shall include the name of the teacher taking the leave, and the days(s) required for the leave. All expenses to attend such meetings shall be borne by the association. The Board of Education will pay for the cost of substitutes should they be needed.

ARTICLE V

SALARY & FRINGE BENEFITS

A. Salary Checks

Teachers shall be paid on the basis of 24 semi-monthly pays.

The first pay for the contract year shall be September 5. Payroll shall occur on the 5th and 20th of each month. In the event the scheduled pay day occurs on a weekend, teachers shall receive pay on the Friday preceding the weekend. In the event the scheduled pay day falls on a holiday, the teachers shall receive pay on the day prior to the holiday.

Supplemental pays shall occur on December 20th, March 20th and June 20th. The Athletic Director supplemental will be paid over the 24 annual pays.

Salary payments for supplemental contracts will be made with regular payroll in one single payment at the end of the season or activity, processed in December, March, and June as approved by the athletic director, (athletics) or the superintendent (non-athletic).

When a supplemental contract is not finished the treasurer shall pro-rate the amount based on the percent of the season or activity completed, and shall either deduct the overpayment or pay the remainder due in the next pay. A supplemental contract, which begins after the season or activity has begun, shall be pro-rated by the treasurer and paid according to the percent of time to be completed.

In order to be eligible for placement on the Masters' Plus columns, the hours must be post graduate hours, and must have been earned after the awarding of the Master's Degree.

Any deductions in pay shall be calculated according to the number of days in the school calendar.

STRS "PICK-UP"

The Board will participate in the State Teachers Retirement pick-up plan using the payroll deduction method.

B. Meeting Reimbursement

Monetary reimbursement for expenses incurred (at a rate of $5 per meeting) will be provided for attendance of any teachers at evening meetings or other meetings held on a day not listed as a part of the school calendar. Meetings shall be initiated by the individual responsible for curriculum development and approved by the Local Superintendent.

C. Hospitalization

Any teacher new to the Marion Local School District may join the hospitalization plan of the Marion Local Schools within one month from the beginning of school by filing an application on a form that may be secured from the principal. It is important that this is done within one month otherwise the teacher must wait until the plan has its open enrollment period.

The Board will pay a pro-rata contribution of a part-time employee's insurance premium.

Medical - The carrier of staff medical and major medical policies shall be open to change as long as the policy remains comparable. Changes in the insurance coverage by the Mercer-Auglaize Benefit Trust shall not require prior approval of the MLEA Executive Committee.

Married couples who are both employed by the district shall only be eligible for one family hospitalization and major medical policy or two single hospitalization and major medical policies. A bargaining unit member employed by the Board on a full time basis may annually elect to withdraw from the medical/hospitalization benefits as provided in Article V, Section

C, and shall receive a lump sum of fifteen hundred dollars ($1,500.00). Any married couples who are both employed full time by the Board before July 1, 2014 shall be grandfathered and may annually elect to withdraw from the medical/hospitalization benefits as provided in Article V, Section C, and shall receive a lump sum of fifteen hundred dollars ($1,500.00). All other married couples who are both employed by the board after July 1, 2014 will not be eligible for the $1,500 opt out. A bargaining unit member who has "opted out" shall notify the District Treasurer by November 30. A bargaining unit member who has opted not to participate in the insurance program shall have the right to re-enter the program should a qualifying event as defined by the applicable insurance policy occur. Any bargaining unit member re-entering the insurance program during the year shall forfeit any rebate.

The parties agree that any insurance plan offered in accordance with this section shall conform to the School Employee Health Care Board's best practices for public school district health plans as more fully set forth in Ohio Administrative Code Chapter 3306-02.

Health insurance eligibility shall end in accordance with the plan document.

The employee pays the following amounts:

Insurance	**HDHP**
Effective 1-1-2025	**14%**
Effective 1-1-2026	**15%**
Effective 1-1-2027	**15%**

For those employees choosing to utilize the HDHP, the Board shall annually contribute the following amounts to the employee's Health Savings Account without requiring an employee match. Payments will be made semi-annually in January and July.

Single = $1,000.00
Family = $2,000.00

50% of all increases above 12%
* The "Trustees" in the MABT hold the right to discontinue any of these plans and employees will have the choice to take whatever plan is offered by the Marion Local School District.

See Master Insurance Plan as Administered by TPA/Mutual Health Services

A broad spectrum Section 125 Plan shall be offered.

D. Dental Plan

Dental plan coverage is to be the plan offered by the Mercer-Auglaize Benefit Trust.

E. Life Insurance

Life insurance coverage includes $40,000 coverage per teaching employee (full or part-time) plus the accidental death benefit paid in full by the Board of Education.

F. Severance Pay

Upon the effective date of retirement from active service of any certified employee of the Marion Local Schools who meets the state requirement of a minimum of ten years of active service, such employee shall be paid in one total payment, one fourth of the value of his/her accrued, but unused sick leave credit up to a maximum of 60 days (1/4 of 240 days). Certified employees can accumulate up to 240 sick days. Such payment will be issued within thirty (30) days after the employee provides evidence of receipt of the first retirement pay. The employee should notify the Superintendent of his/her intentions as early as possible.

G. Long-Term Service Severance

Upon the effective date of retirement from Marion Local Schools, any certified employee will be paid the following long-term service amounts. Years of service to Marion Local are the only years that will count toward this pay. A certified employee must have a minimum of 15 years of service to be eligible for this payment.

15 years of service = $ 500.00
20years of service = $1,000.00
25 years of service = $1,500.00
30 years of service = $2,000.00

H. State Teachers Retirement System Contributions

Board Pays

14%

I. Summer School

Summer school teachers shall be paid at a rate of twenty-three dollars ($23) per hour.

ARTICLE VI
INSTRUCTIONAL

A. Calendar

A copy of the school calendar will be provided to the MLEA prior to adoption by the Board of Education.

The school calendar shall be 184 days. Each teacher shall fulfill ten hours of in-service approved by the Superintendent acting as the representative for the Professional Management Council. If denied, the request goes to the PMC for review and a majority vote. These ten hours may or may not include the in-service day prior to the beginning of the school year.

Within the 184 days there shall be two record days. The first records day shall be held on the calendar work day prior to the first student day, and the second records day shall be on the calendar work day after the last student day.

B. All Full Staff In-Service Days Shall Be Jointly Planned By Professional Management Council.

The Marion Local Board of Education's in-service program shall be directed and coordinated by the Superintendent who shall receive input and assistance from the Professional Management Council.

The PMC shall meet at least once each nine weeks. The Superintendent shall establish the meeting dates for each nine (9) weeks prior to the first school day. The PMC shall determine by consensus those full staff in-service days that would apply.

In-service hours can be satisfied by:

a. Attendance at any county-wide in-service (if applicable).

b. Attendance at non-credit meetings or conferences outside the regular school day with prior approval of the Superintendent.

   1. These meetings must accumulate to the equivalent of (ten)10 in-class hours.

   2. In-service shall be granted for county curriculum studies for a maximum of two and one-half (2-1/2) hours.

   3. In-service credit shall be granted for local in-service that has received prior approval by the Superintendent or PMC.

c. Persons attending meetings described in (b) must submit a copy of the agenda or synopsis of the meeting prior to approval.

d. Any meeting in item (b) for which a teacher receives renumeration will not satisfy the in-service requirement.

e. In-service credit shall be granted for attendance at meetings and workshops (in accordance with the guidelines in Article VI B), even if Continuing Education Units (CEU's) are granted for said meeting or workshop.

f. Documentation for all in-service, except in-service provided by the Marion Local School District, must be provided to the building principal by one of the following methods: (1) certificate of attendance (the form from the handbook or provided by the sponsor shall be satisfactory); (2) CEU documentation; or (3) receipt from registration.

C. Reinstatement Policy

If a teacher leaves and returns to the district within a two-year period, upon being rehired, the person shall be credited with the same or updated fringe benefits that would be in effect at the time of reinstatement.

D. Tuition Reimbursement

The Marion Local Board of Education shall establish a fund to provide tuition reimbursement to the bargaining unit.

1. Any member of the bargaining unit who pursues a first masters degree college credit is eligible to apply using the following guidelines:

   a. Reimbursement is limited to:
   $250.00 per semester hr.

   b. Reimbursement is limited to $750.00 per year for semester hours

2. Any member of the bargaining unit who pursues a second masters degree/advanced degree or is enrolled in a non-degree program is eligible to apply using the following guidelines:

   a. Reimbursement is limited to 3 semester or quarter hours at the following rate:
   $220.00 per semester hr.

   b. Reimbursement is limited to $660.00 per year for semester hours

3. The course must be previously approved by the Superintendent as being related to education.

4. A bargaining unit member must pass the course with a "C" or better or receive a "pass" in a pass/fail course.

5. Proof of completion shall be by transcript or grade slip turned in by June 30.

6. The course must have been taken at an institution fully accredited for education in the State of Ohio or the U.S.

7. The employee must not have received any other reimbursement or compensation for having taken the course.

8. Reimbursement shall be paid in at the end of the fiscal year.

9. Approved request for tuition reimbursement will be paid on a first come, first served basis, after July 1st, not to exceed $15,000. ***(Note: First come, first served is based on when the staff members submits their completion of course paperwork, not based on first submission for approval of class.)***

As we transition from the current negotiated agreement July 2021 through June 2024, tuition reimbursement rates will be determined on the date of the staff members approved submission and the time frame the class is completed. Example: If the class is approved during the 2021-2024 agreement but completed in September of 2024 during the new agreement, the reimbursement will be determined by the 2024-2027 rates. If the class is approved during the 2021-2024 agreement and completed in June of 2024 during the "old" agreement, the reimbursement will be determined by the 2021-2024 rates.

ARTICLE VII

PROFESSIONAL MANAGEMENT COUNCIL

The Professional Management Council shall meet quarterly, for the duration of the contract to share concerns and interests. The council shall consist of eight members: the superintendent, two other administrators, a board of education representative (as needed), and four members appointed by the MLEA. Additional personnel may be included by mutual consent of the superintendent and the association president. In addition, this council shall be responsible for matters covered under ARTICLE III, SECTION H (Instructional and Extra-Curricular Load, Class Size) under the Negotiated Agreement.

SALARY SCHEDULE

2024-2025	2025-2026	2026-2027
4.5% increase to base salary	**3.5% increase to base salary**	**3.5% increase to base salary**

Marion Local Schools
2024-2025
Index-Salary Schedule

Years Experience	BA	150 Hrs	MA	MA +15	MA+30
0	$ 41,785 1.000	$ 43,415 1.039	$ 45,587 1.091	$ 47,217 1.130	$ 48,847 1.169
1	$ 43,665 1.045	$ 45,420 1.087	$ 47,718 1.142	$ 49,432 1.183	$ 51,187 1.225
2	$ 45,546 1.090	$ 47,426 1.135	$ 49,850 1.193	$ 51,646 1.236	$ 53,527 1.281
3	$ 47,426 1.135	$ 49,432 1.183	$ 51,981 1.244	$ 53,861 1.289	$ 55,867 1.337
4	$ 49,306 1.180	$ 51,437 1.231	$ 54,112 1.295	$ 56,075 1.342	$ 58,207 1.393
5	$ 51,187 1.225	$ 53,443 1.279	$ 56,243 1.346	$ 58,290 1.395	$ 60,546 1.449
6	$ 53,067 1.270	$ 55,449 1.327	$ 58,374 1.397	$ 60,505 1.448	$ 62,886 1.505
7	$ 54,947 1.315	$ 57,454 1.375	$ 60,505 1.448	$ 62,719 1.501	$ 65,226 1.561
8	$ 56,828 1.360	$ 59,460 1.423	$ 62,636 1.499	$ 64,934 1.554	$ 67,566 1.617
9	$ 58,708 1.405	$ 61,466 1.471	$ 64,767 1.55	$ 67,148 1.607	$ 69,906 1.673
10	$ 60,588 1.450	$ 63,471 1.519	$ 66,898 1.601	$ 69,363 1.66	$ 72,246 1.729
11		$ 65,477 1.567	$ 69,029 1.652	$ 71,578 1.713	$ 74,586 1.785
13			$ 71,160 1.703	$ 73,792 1.766	$ 76,926 1.841
17				$ 76,007 1.819	$ 79,266 1.897
22				$ 78,222 1.872	$ 81,606 1.953
25				$ 80,436 1.925	$ 83,946 2.009
30				$ 82,651 1.978	$ 87,749 2.100

Longevity Pay:

After 15 years of service to Marion Local, the teacher will receive the following longevity pay--- Max. $500.00 per year @ 15-19 yrs.

After 20 years of service to Marion Local, the teacher will receive the following longevity pay--- Max. $750.00 per year @ 20-24 yrs.

After 25 years of service to Marion Local, the teacher will receive the following longevity pay--- Max. $1,000 per year @ 25-29 yrs.

After 30 years of service to Marion Local, the teacher will receive the following longevity pay--- Max. $1,250 per year @ 30-34 yrs.

After 35 years of service to Marion Local, the teacher will receive the following longevity pay--- Max. $1,500 per year @ 35 yrs. and beyond.

Marion Local Schools
2025-2026
Index-Salary Schedule

Years Experience	BA	150 Hrs	MA	MA +15	MA+30
0	$43,247	$44,934	$47,182	$ 48,869	$ 50,556
	1.000	1.039	1.091	1.130	1.169
1	$ 45,193	$ 47,009	$ 49,388	$ 51,161	$ 52,978
	1.045	1.087	1.142	1.183	1.225
2	$ 47,139	$ 49,085	$ 51,594	$ 53,453	$ 55,399
	1.090	1.135	1.193	1.236	1.281
3	$ 49,085	$ 51,161	$ 53,799	$ 55,745	$ 57,821
	1.135	1.183	1.244	1.289	1.337
4	$ 51,031	$ 53,237	$ 56,005	$ 58,037	$ 60,243
	1.180	1.231	1.295	1.342	1.393
5	$ 52,978	$ 55,313	$ 58,210	$ 60,330	$ 62,665
	1.225	1.279	1.346	1.395	1.449
6	$ 54,924	$ 57,389	$ 60,416	$ 62,622	$ 65,087
	1.270	1.327	1.397	1.448	1.505
7	$ 56,870	$ 59,465	$ 62,622	$ 64,914	$ 67,509
	1.315	1.375	1.448	1.501	1.561
8	$ 58,816	$ 61,540	$ 64,827	$ 67,206	$ 69,930
	1.360	1.423	1.499	1.554	1.617
9	$ 60,762	$ 63,616	$ 67,033	$ 69,498	$ 72,352
	1.405	1.471	1.55	1.607	1.673
10	$ 62,708	$ 65,692	$ 69,238	$ 71,790	$ 74,774
	1.450	1.519	1.601	1.66	1.729
11		$ 67,768	$ 71,444	$ 74,082	$ 77,196
		1.567	1.652	1.713	1.785
13			$ 73,650	$ 76,374	$ 79,618
			1.703	1.766	1.841
17				$ 78,666	$ 82,040
				1.819	1.897
22				$ 80,958	$ 84,461
				1.872	1.953
25				$ 83,250	$ 86,883
				1.925	2.009
30				$ 85,543	$ 90,819
				1.978	2.100

Longevity Pay:

After 15 years of service to Marion Local, the teacher will receive the following longevity pay--- Max. $500.00 per year @ 15-19 yrs.

After 20 years of service to Marion Local, the teacher will receive the following longevity pay--- Max. $750.00 per year @ 20-24 yrs.

After 25 years of service to Marion Local, the teacher will receive the following longevity pay--- Max. $1,000 per year @ 25-29 yrs.

After 30 years of service to Marion Local, the teacher will receive the following longevity pay--- Max. $1,250 per year @ 30-34 yrs.

After 35 years of service to Marion Local, the teacher will receive the following longevity pay--- Max. $1,500 per year @ 35 yrs. and beyond.

Marion Local Schools
2026-2027
Index-Salary Schedule

Years Experience	BA	150 Hrs	MA	MA +15	MA+30
0	$44,761	$46,507	$48,834	$ 50,580	$ 52,326
	1.000	1.039	1.091	1.130	1.169
1	$ 46,775	$ 48,655	$ 51,117	$ 52,952	$ 54,832
	1.045	1.087	1.142	1.183	1.225
2	$ 48,789	$ 50,804	$ 53,400	$ 55,325	$ 57,339
	1.090	1.135	1.193	1.236	1.281
3	$ 50,804	$ 52,952	$ 55,683	$ 57,697	$ 59,845
	1.135	1.183	1.244	1.289	1.337
4	$ 52,818	$ 55,101	$ 57,965	$ 60,069	$ 62,352
	1.180	1.231	1.295	1.342	1.393
5	$ 54,832	$ 57,249	$ 60,248	$ 62,442	$ 64,859
	1.225	1.279	1.346	1.395	1.449
6	$ 56,846	$ 59,398	$ 62,531	$ 64,814	$ 67,365
	1.270	1.327	1.397	1.448	1.505
7	$ 58,861	$ 61,546	$ 64,814	$ 67,186	$ 69,872
	1.315	1.375	1.448	1.501	1.561
8	$ 60,875	$ 63,695	$ 67,097	$ 69,559	$ 72,379
	1.360	1.423	1.499	1.554	1.617
9	$ 62,889	$ 65,843	$ 69,380	$ 71,931	$ 74,885
	1.405	1.471	1.55	1.607	1.673
10	$ 64,903	$ 67,992	$ 71,662	$ 74,303	$ 77,392
	1.450	1.519	1.601	1.66	1.729
11		$ 70,140	$ 73,945	$ 76,676	$ 79,898
		1.567	1.652	1.713	1.785
13			$ 76,228	$ 79,048	$ 82,405
			1.703	1.766	1.841
17				$ 81,420	$ 84,912
				1.819	1.897
22				$ 83,793	$ 87,418
				1.872	1.953
25				$ 86,165	$ 89,925
				1.925	2.009
30				$ 88,537	$ 93,998
				1.978	2.100

Longevity Pay:

After 15 years of service to Marion Local, the teacher will receive the following longevity pay--- Max. $500.00 per year @ 15-19 yrs.

After 20 years of service to Marion Local, the teacher will receive the following longevity pay--- Max. $750.00 per year @ 20-24 yrs.

After 25 years of service to Marion Local, the teacher will receive the following longevity pay--- Max. $1,000 per year @ 25-29 yrs.

After 30 years of service to Marion Local, the teacher will receive the following longevity pay--- Max. $1,250 per year @ 30-34 yrs.

After 35 years of service to Marion Local, the teacher will receive the following longevity pay--- Max. $1,500 per year @ 35 yrs. and beyond.

SUPPLEMENTAL PAY SCHEDULE

Base Salary	2024-2025	$41,785
	2025-2026	$43,247
	2026-2027	$44,761

Years of Experience	0-4 years	5-9 years	10+ years
Class I	20%	21%	23%
AD			
With 10 extended days @ 300.00 per day			
Class II	16%	17%	19%
Head Football			
Head Boys Basketball			
Head Girls Basketball			
Class III	13%	14%	16%
Head Volleyball			
Head Baseball			
Head Softball			
Co-Head Track			
Head Cross Country			
Class IV	10%	11%	13%
Assistant Football (4)			
Assistant Boys Basketball			
Assistant Girls Basketball			
Freshman Boys Basketball			
Freshman Girls Basketball			
Weight Room Coordinator			
Assistant Band			
Class V	9.50%	10.50%	12.50%
Head Jr. High Football			
Head Jr. High Boys Basketball (x2)			
Head Jr. High Girls Basketball (x2)			
Assistant Volleyball			
Assistant Baseball (2)			
Assistant Softball (2)			
Assistant Cross Country			
Assistant Varsity Track			
Jr. High AD			
High School Swim			
Sr. High Cheerleader Advisor			

Class VI	8%	9%	11%
Head Jr. High Girls Volleyball (x2)			
Assistant Jr. High Football (x2)			
HS Girls Faculty Manager			
Freshman Volleyball			
Sr. High Cheerleader Advisor			
Jr. High Boys Head Track			
Jr. High Girls Head Track			
Jr. High Cheerleader Advisor			
Class VII	7%	8%	10%
Jr. High Asst. Track			
High School Boys Golf			
High School Girls Golf			
Assistant Swim			
HS Boys Faculty Manager			
Jr. High Faculty Manager			
Ticket Manager			
H.S. Head Theater Production			
Jr. Class Advisor			
Class VIII	4%	4.75%	5.5%
Sr. Class Advisor			
HS Scholastic Bowl Advisor			
HS Student Council Advisor			
HS asst. Theater Production (x2)			
Head 5th/6th grade Theater Production			
Class IX	2%	2.75%	3.5%
9th Grade Class Advisor			
LPDC sub Committee			
LPDC Executive Committee			
National Honor Society Advisor			
Varsity M Advisor			
8th grade trip coordinator			
Asst. 5th/6th grade Theater production (x2)			
J.H. Student Council Advisor			
Class X	1%	1.75%	2.5%
10th Grade Class Advisor			
Math and Science Club Advisor			
Art Club Advisor			
Jr. High Scholastic Bowl Advisor			

1. As of the 2007-08 contract year, there will be 10 different classes of supplemental contracts, and 3 levels for each class based on years of experience.

Level I	0-4 Years
Level II	5-9 Years
Level III	10+ Years

2. In addition, coaches who opt to move to a different coaching position will be credited experience under the following conditions:
   a. Must be within the same sport. (Includes boys to girls basketball and vice versa.)
   b. Applies to Jr. High and Freshmen coaches and J.V. coaches who opt to move to the Jr. High or Freshmen positions.
   c. Head coaching experience results only from years served as a head varsity H.S. coach.
   d. Whenever a coach changes sports there is a loss of experience credit.

Extended Season Pay

In the event that an interscholastic team advances beyond the first level tournament competition, the following payment schedule will apply:

Position	Payment
Head Football	$200 per additional week
Head Volleyball	$200 per additional week
Head Basketball	$200 per additional week
Head Baseball	$200 per additional week
Head Softball	$200 per additional week
Band	$200 per additional week
Head Track	$100 per additional week
Golf	$100 per additional week
Cross Country	$100 per additional week
Swimming	$100 per additional week
Asst. H.S. Coaches	$100 per additional week if involved in all practices and games
Assistant Track	$50 per additional week
Cheerleader Advisor	$50 per additional week
Assistant Swimming	$50 per additional week

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

This is restricted to supplemental paid positions. This shall be restricted to OHSAA sponsored tournaments. If the tournament structure changes, the above schedules will be adjusted through mutual agreement.

EXTENDED SERVICE

Year Book - The equivalent of five eight-hour days.

TERMS OF AGREEMENT

The Marion Local Board of Education and the Marion Local Education Association hereby agree that the items in this contract be adopted effective as of July 1, 2017, and shall continue in effect until June 30, 2020. In the event that the Board and the Association fail to secure a successor agreement prior to the expiration date of this Agreement, the parties may mutually agree in writing to extend this Agreement for any period of time.

This contract contains the full and complete agreement between the Board and the Association on all negotiated issues and neither party shall be required, during the term thereof, to negotiate upon any issue whether it is covered or not covered in this contract unless otherwise mutually agreed. The parties further agree that this contract inclusively consists of pages 1 through 52. Except as otherwise specifically provided for in the written provisions of this Contract, the Board of Education has the sole and exclusive right to make all decisions relevant to the conduct and management of the schools as prescribed by law.

We the undersigned representatives of the Marion Local Board of Education and the Marion Local Education Association, have hereunto set our hands this 8th day of May, 2017.

MARION LOCAL EDUCATION ASSOCIATION

President

MLEA Representative

Witness

MARION LOCAL SCHOOL DISTRICT BOARD OF EDUCATION

President

Superintendent

Witness

Memorandum of Understanding

The Marion Local Education Association and The Marion Local Board of Education agree to the following Memorandum of Understanding. This MOU will expire on 6-30-27.

Marion Local Adjunct Professor Prep Program

Objective:

The purpose of the program is to provide opportunities for teachers to become qualified to teach College Credit Plus (CC+) classes at Marion Local High School. The goal is to have a selection of teachers successfully complete a master's degree program in their discipline, or if possessing a master's degree outside of their discipline, complete eighteen semester hours of graduate credit in their discipline in order to teach CC+ courses. This program is only available to teachers in grades 9-12.

Program Requirements:

- Teacher candidates must apply to the Program in order to be considered. A letter of interest must be submitted to the superintendent. Acceptance will be based on teacher evaluations, district needs and recommendations from building principals.

- The Marion Local Board of Education will reimburse 100% of the tuition and textbooks for graduate classes in the teacher's area of certification. Upon successful completion of the course (C or better or Pass in Pass/Fail courses), the teacher is required to submit an official transcript or grade report and tuition receipt prior to being reimbursed. Reimbursement will be issued within four weeks following submission of grades and receipts.

-Efforts should be made to pursue scholarships or cost effective programs.

- Applicants must have coursework approved by the superintendent prior to the first day of class in order to qualify for reimbursement.

- The teacher must remain an employee of the district for a period of five years beyond the last graduate class the teacher was enrolled while receiving 100% reimbursement. If a teacher leaves the district or is terminated with cause before the five year commitment is fulfilled, he/she must reimburse the Board for any tuition money received as part of this Program minus 20% for each year taught in the district during the five year commitment period. Should a teacher in the Program be subject to a Reduction in Force (RIF) during the five year commitment period there would be no reimbursement obligation.

- If a teacher starts the Program but does not finish (meaning an initial M.Ed. in their discipline or the 18 graduate hours) within five years, he/she must reimburse the Board 40% of any tuition money received as part of this Program.

- Once a teacher is qualified and is teaching an approved CC+ course at Marion Local High School, he/she will receive a stipend of $500 per course for each semester taught.

-If a teacher is accepted into this CC+ Credentialing Program, the teacher is not eligible for tuition reimbursement under Article VI, Section D of the negotiated agreement.

Marion Local Board of Education

Board President Signature

6/18/24
Date

Marion Local Education Association

Rod Pleman
MLEA President Signature

6/21/24
Date