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AGREEMENT

BETWEEN THE

MAYSVILLE BOARD OF EDUCATION

AND THE

MAYSVILLE EDUCATION ASSOCIATION OEA/NEA

JULY 1, 2024
TO
JUNE 30, 2027

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ARTICLE 1
RECOGNITION

1.01 Recognition

A. The Association recognizes the Board as elected representatives of the people and further recognizes the responsibilities of the Board for the operation of the school system.

B. The Maysville Board of Education hereby recognizes the Maysville Education Association OEA/NEA Local as the sole and exclusive bargaining representative, for the purpose of and as defined in Chapter 4117 Ohio Revised Code, for all professional, non-supervisory, and non-administrative personnel. The bargaining unit shall include all:

1. Full or part-time classroom teachers licensed/certified to teach (grades Pre-K – 12, Special Education and Vocational Education). Pre-kindergarten teachers meeting the above definition shall be given bargaining unit seniority effective July 1, 2008.

   a. Full-time: An employee who is employed to perform a full day's work as defined in Article 8 for a minimum of 120 days or more during the work year.

   b. Part-time regular: An employee who works less than a full day's and/or full week's work as defined in Article 8 on a school year basis shall be given a regular limited contract on a pro rata basis.

C. For the purpose of this article, "administrative personnel" shall be any employee hired under an administrative contract pursuant to 3319.01, 3319.02, 3319.04, and 4117.01 (F & K) of the Ohio Revised Code. All "administrative personnel" and the following positions shall be excluded from the bargaining unit:

1. Non-Certified Personnel
2. Aides & Substitutes
3. Confidential Employees as defined in Chapter 4117.01 (J) of the ORC
4. Athletic Director
5. Technical Support Personnel

D. The Association recognizes that newly created certified positions will be bargaining unit or administrative in nature as governed by Sections B and C in Article 1.

1.02 Equal Rights Clause

All employees of the bargaining unit shall be entitled to all rights, benefits, and privileges this contract unless otherwise specified.

1.03 Exclusive Representation

The Board agrees that the Association shall remain the exclusive bargaining representative as long as there is no successful challenge to MEA/OEA/NEA in accordance with Chapter 4117 of the Ohio Revised Code.

ARTICLE 2
NEGOTIATIONS PROCEDURES

2.01 Negotiations Procedures

A. Directing Requests

1. A request to initiate negotiations shall be submitted in writing by the Association through the local Superintendent.

2. A request to initiate negotiations shall be submitted in writing by the Superintendent to the President of the Maysville Education Association.

3. Requests for negotiations may be submitted not earlier than ninety (90) days nor later than sixty (60) days before the expiration of the Agreement unless otherwise agreed to by both parties. The initiating party shall be responsible for filing a Notice to Negotiate with the State Employment Relations Board.

B. Negotiations Meetings

An agreement will be reached by the Board and representative of the Association within five (5) days of the request as to the time and place of the meeting, which shall be held within fifteen (15) days after all request has been submitted, unless both parties agree to an extension of time. Further meetings shall be held at the request of either party involved and negotiations shall be completed within sixty (60) school days or by a mutually agreed time. Meetings will be scheduled with the least interruption of the school schedule and outside the teacher's normal workday. Should it be necessary, under unusual conditions, to meet during the regular teacher workday by mutual agreement, Association team members may be released from their regular duties without loss of pay. Negotiation meeting shall be in executive session unless mutually agreed to by both parties.

C. Negotiations Sessions

1. Negotiation sessions shall last a maximum of three (3) hours in length. This time may be extended by mutual agreement.

2. Upon request of either party, the negotiation meeting shall be recessed to permit the requesting party to caucus (30 minutes maximum unless otherwise agreed upon).

3. The Association and Board agree that all proposals for negotiations will be submitted in fully written form at the first bargaining session unless pertinent information is inadequate or lacking at the time. When this is the situation, a statement indicating the general nature of such proposals shall be submitted. Proposals not submitted at the first bargaining session can only be brought to the table at a later date by mutual consent.

D. News Release

While discussions are ongoing, any release prepared for news media regarding the bargaining process shall be issued jointly. However, once either party declares impasse (at mediation), press releases shall be provided to the other party at the time of release.

E. Information

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

F. Non-Reprisal Agreement

The parties agree that neither party shall take any action against any person involved in the bargaining process as a result of their participation in said process.

2.02 Representation

A. Representation

Representative members of the Board and/or their designated administrative representatives shall meet with designated representatives of the Association to negotiate in good faith. Representation shall be limited to five (5) representatives each of the Board and the Association. Neither party in any negotiations shall have any control over the selection of the negotiation or bargaining representatives of the other party and each party may select its representatives from within or outside the school district. While no final agreement shall be executed without ratification by the Association and the Maysville Board of Education, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.

B. Assistance

Up to two (2) consultants may be used by each of the parties in any negotiations meeting. No more than five (5) individuals shall be at the table at any given time; however, both parties shall be permitted two (2) observers at each negotiation session.

C. Study Committees

The parties may appoint joint ad hoc study committees to research, study and develop projects, reports, and programs, and to make recommendations on matters under consideration. The committee shall report all findings to both parties.

2.03 Agreement/Disagreement

A. Responsibilities

The parties pledge themselves to negotiate in good faith, and in the event of failure to reach an agreement, to utilize in good faith such mediatory facilities as are or may be provided. When tentative agreement is reached on all issues presented for negotiations, the proposed agreement shall be first submitted to the Association for ratification and, upon Association ratification, submitted to the Board for its next regular meeting or at a special meeting held within fifteen (15) days of the Association ratification.

B. Impasse

If Agreement is not reached after forty-five (45) days, then either party may declare impasse and both parties will jointly request the services of the Federal Mediation and Conciliation Services to help resolve the impasse. Meetings shall be held within ten (10) days and will continue if progress is being made. In the event the members of the negotiations teams are unable to reach agreement by the expiration of the existing Agreement, then the Exclusive Representative shall have the right to exercise its right to strike in accordance with Section 4117.14 of the Ohio Revised Code. Any costs associated with mediation shall be equally shared by both parties.

C. Supercedence of Law Agreement

It is agreed by the Association and the Board that the procedures outlined in this agreement to negotiate and resolve disputes shall supersede all requirements established in Section 4117.14 of the Ohio Revised Code.

2.04 Definitions

A. Scope of Bargaining

The scope of bargaining shall be all matters pertaining to wages, hours, or terms and conditions of employment and the continuation, modification, or deletion of an existing provision of collective bargaining agreement (ORC 4117.08A).

Members of the bargaining unit are hereafter referred to as “bargaining unit members,” “teachers,” or “members.”

B. “Good Faith” Negotiations

The duty to bargain is the mutual obligation of the parties through representatives to negotiate in good faith at reasonable times and places with respect to wages, hours, terms, and other conditions of employment and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement, with the intention of reaching an agreement, or to resolve questions arising under the agreement. The obligation to bargain collectively does not mean that neither party is compelled to agree to a proposal, nor does it require the making of a concession.

2.05 Waiver of Negotiations

The Board and the Association acknowledge that during negotiations resulting in this Agreement, each party had the right and the opportunity to make demands and proposals with respect to any matter covered in the scope of negotiations and that this Agreement was arrived at by the parties after the exercise of that right and opportunity. The Board and the Association shall voluntarily waive, during the life of this Agreement, said rights and each agrees that the other shall not be obligated to negotiate with respect to any subject specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time negotiations were being conducted or at the time the party signed the Agreement.

ARTICLE 3
GRIEVANCE PROCEDURES

3.01 Definitions

A. Grievance

A complaint involving the alleged violation, misinterpretation or misapplication of the negotiated agreement between the Association and the Board of Education.

B. Grievant

An individual bargaining unit member grieving any written provision of this contract, any group of bargaining unit members grieving identical circumstances from the same provision of this contract, or the Association grieving contractual rights it holds representing an individual employee who has consented to such representation in writing.

C. Day

As used in this procedure, all working days in the school calendar. During summer recess, a day shall be all days the Central Office is open exclusive of legal holidays, Saturdays, and Sundays.

D. Immediate Supervisor

The administrator/principal of the building or buildings in which the incident occurs, or the administrator responsible for the action from which a grievance is anticipated.

3.02 Purpose

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise, affecting the welfare or working conditions of teachers. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

3.03 Process

A. Nothing contained herein will be construed as limiting the rights of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration, and to have the grievance adjusted without intervention by the Association, provided the adjustment is not inconsistent with the terms of this agreement and the Association has been given an opportunity to be present at such adjustment and to state its views. The appropriate administrator shall give the Association notice of the time, date and place of meetings or conference held as part of the Initial Communication through Step 4 of the grievance procedure. However, only the grievant and the immediate supervisor may meet at the Initial Communication except the grievant may be represented or accompanied by an Association representative.

B. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level shall be regarded as maximum and every effort shall be made to expedite the process. The time limits may, however, be extended by mutual agreement. Failure at any step of the procedure to dispose of the grievance within the time limits or procedures provided shall grant the grievant the automatic right to proceed to the next level. Lack of adherence to the time limits or procedures by the grievant shall bar the grievance and act as a waiver of the grievant's right to proceed.

C. If the grievance is not initiated within twenty (20) days after the grievant knew or reasonably should have known of the event or condition upon which it is based, the grievance shall be considered waived and not subject to the grievance procedure. However, if a condition is reoccurring, the twenty (20) days limit will apply to the most recent occurrence.

D. All grievances, notice of hearings, final disposition of grievances, and appeals shall be in writing and hand delivered or mailed by ordinary first-class mail. Time shall be computed from date of posting for sender and from date of receipt for the receiver.

E. A grievance submitted at all steps shall be reduced to and provided in writing and shall include:

1. Date of initiating the grievance procedure.
2. A description of the specific grounds of the grievance.
3. Names, dates, and places for a complete understanding of the grievance.
4. A listing of the provisions of the contract which are alleged to have been violated, misinterpreted or misapplied.
5. A listing of specific actions requested of the administration which will remedy the grievance.

3.04 Procedure

A. Initial Communication

A bargaining unit member or members, or Association representative on their behalf with a concern should first informally discuss it with his/her/their immediate supervisor or principal. The discussion must occur within twenty (20) days of the alleged contract violation, misinterpretation, or misapplication and will be documented that the meeting occurred.

B. Step 1 (Formal – Initial step)

In the event that the grievant or grievants are not satisfied with the disposition of the grievance at the Initial Communication, the employee or the Association may present the grievance in writing within five (5) work days to the employee's supervisor who will arrange for a meeting to take place within five (5) work days after receipt of the grievance. A member of the MEA, the aggrieved teacher, and his/her supervisor shall be present at the meeting. The supervisor must provide the aggrieved teacher and the Association with a written answer on the grievance within five (5) days after the meeting.

C. Step 2

If the grievance is not resolved at the Initial Communication or Step 1, then the grievant or grievants shall refer the grievance to the Superintendent within five (5) days after the receipt of the answer from Step 1. The Superintendent shall arrange for a meeting with the grievant(s) and Association representative within five (5) days of his/her receipt of the appeal. Each party shall have the right to include in its representation witnesses to develop facts pertinent to the grievance. Upon conclusion of the hearing, the Superintendent shall have ten (10) days in which to provide his/her written decision to the Association.

D. Step 3

If the grievance is not resolved at Step 2, then the Board of Education shall set a hearing in executive session between a majority of the Board, its representative, Superintendent and/or Supervisor, the grievant(s) and an Association representative at a Board meeting which shall be no later than the next regular meeting of the Board. Upon conclusion

of the hearing, the Board shall have five (5) days to provide its written decision to the Association.

E. Step 4

1. If the grievant is not satisfied with the resolution of the grievance at Step 3, a written request may be submitted to the Association, within five (5) working days following receipt of the Step 3 written decision, that the grievance be submitted to arbitration. The Association President or designee shall notify the Superintendent of the appeal upon receipt. The Association shall make the final determination whether to appeal the grievance to arbitration, make such appeal by filing a written notice of appeal to arbitration with the Superintendent within ten (10) days of the grievant's request. Any grievance not appealed to arbitration within the limits above shall constitute a waiver of such grievance.

2. Within twenty (20) days of submission of the appeal for arbitration, the Association shall petition the American Arbitration Association (AAA) to provide both parties a listing of arbitrators. Each party may request a second list of arbitrators.

3. The parties shall select an arbitrator in accordance with the voluntary labor arbitration rules of the AAA.

4. The arbitrator shall conduct such hearings, with the mutual approval of both parties, as are necessary to reach a fair and impartial decision on the grievance as stated in accordance with the rules and regulations of the AAA, unless otherwise stated herein.

5. The arbitrator's decision shall be issued within a time limit agreed to by the Board, Association and the arbitrator.

6. Neither party shall be permitted to assert in such arbitration proceedings any grounds or evidence not previously disclosed to the other party in the Initial Communication through Step 3. In grievances alleging violations of the provisions for transfer and assignment, the arbitrator will not have the power to determine who shall be placed in position but will have the power only to decide if there was a violation of the procedures.

7. The arbitrators shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this agreement, nor add to, detract from, or modify the language therein arriving at a determination of any issue presented. The arbitrator shall expressly confine himself to the precise issue(s) submitted for arbitration and have no authority to determine any other issues not so submitted to him/her or to submit observations or declarations of opinion which are not directly in reaching the determination. The decision of the arbitrator shall be in

accordance with law and shall be binding on the Board of Education and the Association, and grievant(s).

8. Each party shall bear its own costs or representation at the arbitration hearing, including the cost of any transcript ordered by that party in accordance with AAA guidelines. The cost of the AAA, the arbitrator, and his/her expenses shall be shared equally by the Board and the Association.

9. Employees required to appear at an arbitration hearing scheduled during the regular work day will be given release time without loss of pay. This will apply to a maximum of five (5) employees.

3.05 Miscellaneous Provisions

A. No teacher may be required to discuss any grievance if the MEA representative is not present but may do so voluntarily.

B. If the grievance arises from the actions of an authority higher than the immediate supervisor, it may be initiated at Step 1 described herein.

C. No reprisals of any kind will be taken by the Board of Education or the school administration against any teacher because of his/her participation in the grievance procedure, including the Initial Communication.

D. The administration will jointly cooperate with the Association on its investigations of any grievance.

E. Processing of any grievance should be done after school or during lunch. Should both parties agree that such processing requires a teacher or Association representative be released from his/her regular assignment, he/she shall be released without loss of pay or benefits.

F. No record, document, or communication arising from a grievance shall be placed in the personnel file of any participant involved in the procedure herein described, unless so ordered by an arbitrator or a court of competent jurisdiction.

G. Any personnel file material used as part of a grievance shall be returned to the personnel file unless removed as a result of a grievance settlement.

H. No grievance may be submitted to arbitration without the consent of the Association's Executive Committee.

I. Copies of the documents pertaining to a grievance which have been filed shall be placed only in the confidential files of the Treasurer of the Board of Education and the President of the Association. The Treasurer shall make these available only to members of the Board, Superintendent, legal counsel and/or by court order.

J. In the Initial Communication through Step 4, both parties shall have the right to representation without advance notice.

K. The grievance may be withdrawn at any point without prejudice or record.

ARTICLE 4
TEACHER AND ASSOCIATION RIGHTS

4.01 Dues Deduction

Teachers shall have the right to have dues deducted for the Maysville Education Association, Ohio Education Association, and affiliated organizations and/or departments whose names appear on the membership enrollment forms, and the National Education Association, as they choose. Annual dues shall be deducted in twenty (20) equal installments (small variance on last check acceptable) beginning with the 1st paycheck of October. Funds shall be transferred to the Maysville Education Association on the 5th and the 20th of each month beginning in October. The MEA Treasurer annually shall provide the Treasurer of the Board with any new completed dues authorization forms by September 15th, and indicate the organizations and amounts for which the members wish deductions assigned. Membership shall continue from year to year unless a member notifies the Association Treasurer of his/her intent not to be a member by August 31st of any year. The Association shall indemnify the Board and/or Treasurer for any costs associated with this continuing membership provision.

4.02 Board of Education Meetings

A. The Board shall make a copy of the Board meeting agenda and the minutes of the previous meeting available to the Association President and an Association representative in each building at least one (1) day prior to any meeting by posting such information on the District website or by giving them a hard copy.

B. The Board shall maintain the Board policy manual, as updated, on a website designated by the Superintendent.

C. The Association shall be placed on the agenda of the building teachers' meeting for brief reports and announcements provided advanced arrangements are made with the principal. Such time shall be at the end of the meeting. Association time shall not be calculated in the meeting time limits as permitted by this Agreement.

D. The Association President shall receive a copy of all policies under consideration for presentation to the Board.

4.03 Use of Equipment and Facilities

A. The Association shall be granted the use of school facilities for meetings. Meetings shall be arranged not to interrupt normal instructional programs and in keeping with Board policy governing the use of the buildings. The Association President or building representatives shall get prior permission from the building principal or Superintendent. Should such building use require extra duty time for any non-certified personnel, the Association shall assume the cost.

B. The Association shall be granted, upon the approval of the building principal, the use of school equipment. Board purchased consumable materials used by the Association, i.e., paper shall be paid for by the Association at Board cost. Association use of such equipment must occur outside of the scheduled school day. Equipment breakage or damage costs resulting from improper use or negligence shall be assumed by the Association.

C. The Association shall be granted use of space on faculty bulletin boards.

D. The Association shall be granted access to the employee mailboxes at each school for the distribution of Association-related materials.

4.04 Meetings and Information

A. No teacher may leave his/her assigned building to conduct Association business except during his/her duty-free lunch period upon notification of the building principal.

B. The conduct of Association business shall not interfere with instruction.

C. Any Association Representative who is not an employee of the District shall first report to the principal's office when entering a school building during the teacher workday. Such report shall include the person to be seen and the approximate length of time to insure that teacher instruction will not be interrupted. Said Association Representative may sign in and indicate that he/she will be available in the teacher's lounge or other designated classroom for a certain period of time to meet with any available bargaining unit member.

D. The Association President and Treasurer will be provided with the names, mailing addresses and telephone numbers (unless unlisted) of all new bargaining unit members at least one week prior to the first scheduled work day. If the bargaining unit member is hired within one week or less of the first scheduled workday, then the Association President and Treasurer shall be provided their names, mailing addresses and telephone numbers within two weeks of the Board's employment action.

E. The Board will strive to notify any change in employment status of a bargaining unit member after the first scheduled workday of the school year to the Association President and Treasurer.

F. The Treasurer of the Board shall provide a copy of each building budget to the Association President after October 1st upon request.

4.05 Interviewing

The parties believe that in the best educational environment there will be an open communication between management and the Association. In light of these beliefs, the parties agree that the Association President and one or two bargaining unit members may be invited to attend interviews held with final candidates for principal and assistant principal positions. Bargaining unit members may be asked to attend interviews held with final candidates for bargaining unit positions within their department or grade level. Attending members will be allowed to ask questions and may be asked for their recommendations.

4.06 Association Leave

A. Four (4) of the Association Leave Days may be used for attendance at conferences or conventions of the OEA/NEA, as long as the Association provides three (3) days advance notice to the Superintendent. The Board shall pay for the cost of employing substitutes.

B. Application for Association Leave shall be made using District's Kiosk.

C. The Association shall be granted five (5) days each school year to conduct Association business at the President's discretion and with twenty-four (24) hours advance notification to the building principal. These days must be used in half-day or full-day increments. The Association will pay for the cost of the substitute.

ARTICLE 5
MANAGEMENT RIGHTS

5.01 Board Rights

A. The Board of Education of the Maysville Local Schools reserves unto itself without limitation all rights granted under Section 4117 of the Ohio Revised Code unless restricted by the specific written terms of this contract.

B. Unless limited or restricted by a specific and express term(s) of this Agreement, the Board may exercise its management rights in adoption of policies, rules, and practices and in the exercise of its judgement and discretion.

C. The Board may make decisions within the realm of its management rights without prior negotiations with or agreement of the Association, but the Board will give the Association an opportunity to bargain about the effect(s) of its decisions on wages, hours, terms, and other conditions of employment of employees in the bargaining unit.

5.02 Criminal Records Check

A. The parties acknowledge that ORC3319.39 requires the Board of Education to release from employment someone who has been hired subject to the condition that he/she have a clean record on a criminal records check and who receives a negative report. If the records check on such a person discloses a conviction or guilty plea which disqualifies the person from employment in a position in this bargaining unit, following procedure shall be followed:

B. Upon receipt of the report from the Bureau of Criminal Identification and Investigation, the Superintendent or designee shall give the person a copy of the report and written notice of the Superintendent's intention to release the employee from employment pursuant to ORC 3319.39.

C. The Superintendent shall hold a conference promptly with the person who is subject to an adverse criminal records check and provide that person with an opportunity to challenge explain or rebut the criminal record report as the basis for required release from employment under law. The employee will be permitted to have Association representation at this conference if he/she desires.

D. The Superintendent shall then determine whether the statute requires release of the employee and shall notify him/her of the Superintendent's decision in writing. The Superintendent's notice shall contain the effective date of the release, and the release shall become effective at the time specified by the Superintendent.

This section is the exclusive procedure for release of a bargaining unit member from employment because of an adverse criminal records check in accordance with ORC 3319.39. The bargaining unit member's release shall not be subject to any other provision of the law or of this collective bargaining agreement with respect to the dismissal, nonrenewal, or termination of employees. The release of an employee pursuant to this section is not subject to the grievance procedure.

ARTICLE 6
TEACHER RIGHTS

6.01 Board Information

A. During the school year, each teacher via district's website shall receive a written summation of each Board meeting within three (3) days of such meeting.

B. The Board of Education policy manual shall be maintained on the Board's website.

6.02 Student Activity Pass

Each bargaining unit member shall be granted free admission to all student activities, including athletic events but excluding OSHAA events. Such admission shall not include the cost of meals.

6.03 Individual Rights

A. The Board recognizes the civil rights of all members of the bargaining unit and agrees that it will not discriminate against any of the members of this bargaining unit in any manner prohibited by state and/or federal law.

B. The enforcement of this provision shall be obtained in the appropriate state and/or federal agency responsible for enforcement.

C. The Board shall not illegally discriminate against a bargaining unit member due to a handicap, including chronic communicable diseases. The Board will take all actions necessary to comply with the Americans with Disabilities Act.

6.04 Academic Freedom

A. Teachers shall have academic freedom in the implementation of the curriculum including the right to select supplemental materials and to determine the class needs as they relate to the curriculum, courses of study, grading and other policies and regulations pertaining to the academic program as approved by the Board of Education. However, this does not exclude the right and obligation of the principal to question and consult with the teacher or to direct the teacher if the implementation is not in accordance with the curriculum or grading policies adopted by the Board. This language does not supersede or supplant the evaluation process in this Agreement. Challenge to this section shall only be addressed through the Labor Management Committee.

ARTICLE 7
COMMITTEES

7.01 District Leadership Team (DLT)

A. The District Leadership Team (DLT) monitors the implementation of agreed upon strategies and actions taken by BLTs and TBTs, and the effects of such implementation on student learning. The DLT makes decisions about curriculum, district calendar, and instruction, and how and where to intervene to ensure that district goals are met.

B. All appropriate certified staff in the Maysville Local School District shall be given the opportunity to apply for a one-year term on the District Leadership Team. Team members will be chosen by of the superintendent (or designee), and the association president (or designee).

C. There shall be no fewer than nine (9) bargaining unit members on the DLT. Each member will be paid at the hourly instructional rate.

7.02 Teacher-Based Teams (TBT)

A. Teacher-Based Teams (TBTs) work in alignment with BLTs and the DLT to distribute responsibility and accountability for student learning to all educators. By involving all educators within the school in critical conversations focused on student performance and effective instructional practices TBTs break down older norms of teacher isolation. On Friday's TBT will be reserved for individual and/or co-teacher planning, conferences, and grading.

B. In accordance with the philosophy of the district to encourage professional development and professional collaboration, the Association and the Board agree to continue a daily period of at least twenty-five (25) minutes during which all district professional staff shall meet as teams per building administration's discretion.

7.03 Building Leadership Team (BLT)

A. BLTs are responsible for monitoring TBTs and providing needed support to ensure that all TBTs in the school function at a high level. The Ohio 5-Step Process can be used as a protocol for BLT members in systematizing team decision-making processes.

B. All appropriate certified staff in the Maysville Local School District shall be given the opportunity to apply for a one-year term on the BLT. Team members will be chosen by-the Superintendent (or designee) and the Association President (or designee).

C. The BLT shall consist of no fewer than ten (10) bargaining unit members from each building. Each member of the BLT will be paid at the hourly instructional rate.

7.04 Local Professional Development Committee (LPDC)

A. There will be a Local Professional Development Committee (LPDC) consisting of seven (7) members who are employees of the Maysville Local School District, four (4) of whom shall be active teachers appointed by the Association and three (3) of whom shall be members appointed by the Superintendent, of which one (1) shall be a principal. Members of the LPDC shall receive necessary training in order to complete their responsibilities. Each member will be paid a stipend of $1,500.

B. Duties and Powers of the LPDC

The LPDC will be responsible for the approving and reviewing of professional development plans for recertification and licensure as specified in Ohio Law governing such committees. One (1) bargaining unit member shall serve as LPDC Chair and other members of the District's LPDC Team will act as the District's Resident Educator Leadership Team. The LPDC shall have no authority to make any decision contrary to

any provision of this Negotiated Agreement, Board Policy, or any law or regulation governing the operation of Maysville Local School District.

C. Meetings of the LPDC

The LPDC shall meet once monthly and at other times as determined but shall adopt such policies as are required by law for providing notice of meetings of committees, of public bodies. All meetings of the LPDC shall be public. Minutes of meetings and records of the LPDC shall be prepared and maintained in compliance with the laws governing the operation of committees of public bodies.

D. The LPDC shall adopt by-laws governing its operation by a majority of its members. The LPDC by-laws shall include provisions for the appeal of LPDC decisions denying the approval of professional development plans. Such appeal provisions shall include methods for the designation of a MLSLPDC appeals board to hear and decide all appeals.

7.05 Resident Educator

A. Each resident educator of the Resident Educator Program will be assigned a mentor. Mentors will be paid the following stipends:

1. Mentor to Year 1 and Year 2 Resident Educator - $1,200 per mentee.
2. The District intends to keep the number of mentees to mentors at a 5:1 ratio. The Superintendent may add positions as needed.

B. The Resident Educator Committee shall consist of two (2) bargaining unit members from the elementary and preschool, one (1) bargaining unit member from the middle school, and one (1) bargaining unit member from the high school. Two (2) bargaining unit members on the committee shall serve as committee chairs. Members of the Resident Educator Committee shall be paid at the hourly instructional rate except for the chairs who will be paid $1500 each.

C. All appropriate certified staff in the Maysville Local School District shall be given the opportunity to apply for a one-year term on the Resident Educator Committee. Team members will be chosen by the Superintendent (or designee), and the Association president (or designee).

7. 06 Labor Management Committee

A. There shall be a Labor Management Committee consisting of four (4) Board representatives, to include the Superintendent, and four (4) Association appointed members, one of whom shall be the Association President. The Association President and the Superintendent shall meet during the first month of each school year and schedule quarterly meeting for the upcoming school year as necessary or upon request of either party. The Association President and the Superintendent may choose to have

informal labor management discussions between building administrators and association representatives in lieu of regular Labor Management Committee meetings.

B. The committee shall meet to discuss potential problems and promote a harmonious working environment. Areas of discussion should include, but not limited to, state and federal mandates affecting the school, the administration of this Agreement, to notify the Association of changes made by the administration that would affect the bargaining unit, disseminate general information to the parties, discuss ways to improve educational services, scheduling and holding of open house, etc. Representatives attending the Labor Management Committee may not change the negotiated agreement, but may to agree to make recommendations to their respective groups regarding issues arising during the meetings.

C. At least five (5) days prior to the meeting, each party shall furnish a list of all matters to be discussed and these shall be placed on the agenda by either the Superintendent or the Association President. The agenda shall be distributed to all attending committee members at least two (2) days prior to the meeting.

ARTICLE 8
TEACHER/ WORKING CONDITIONS

8.01 Work Year

A. The school year for returning teachers will be 183 days. The first two teacher workdays will be a professional development day and a teacher workday. Administration may call meetings with groups of teachers on teacher workday, not to exceed an hour in length. Non-student contact days will be determined by the district calendar which will be recommended to the Superintendent by the District DLT Team.

B. All new teachers to the Maysville Local School District will work the above-mentioned days plus up to three (3) additional days prior to the beginning of the school year as a New Teacher Orientation Days. The school year for all new Maysville teachers will be 186 school days.

C. A calamity day shall be defined as a scheduled instructional day that does not occur when the closing of school is deemed necessary and classes are cancelled by the District as a result of a public calamity. A public calamity is defined as disease, epidemic, hazardous weather conditions, law enforcement emergencies, inoperability of school buses or other equipment needed to operate the school system, damage to a school building or other property, or other temporary circumstances that renders the school facility unfit for instructional use. The District recognizes the use of five (5) calamity days.

D. Members of the Maysville Educational Association (MEA) bargaining unit will not be required to report to work on days when the District has cancelled classes for students due to a calamity day. Except for Professional Days and Parent-Teacher Conference Days that have been cancelled, said members shall only be required to report to work on days when students are also required to make-up such days and are present in classes.

8.02 Work Day

A. The regular workday for teachers shall be no longer than seven (7) hours and thirty (30) minutes daily.

B. All teachers will be required to attend the following meetings that extend beyond the regular work day, within the time restraints included in item B.4.

1. A total of two (2) general district staff meetings may be called by the Superintendent or his/her representative during the work year.

2. A maximum of nine (9) building staff meetings which will extend beyond the regular teacher workday. Unless an emergency, these meetings shall be set with at least three (3) working day notice to the faculty.

3. Teachers are required to attend all faculty meetings unless excused by the administrator.

4. The Board will strive to keep the aforementioned meetings to forty-five (45) minutes in duration and start such meetings no later than one-half (1/2) hour after the latest school dismissal. Faculty meetings shall be as meaningful and brief as possible. Routine administrative and Association announcements shall be reduced to writing and distributed to all teachers instead of being part of the meeting agenda.

5. Teachers shall be required to attend one (1) school sponsored evening activity. One will be orientation of which the dates will be determined by the end of the current school year. The second of which will be determined by the District's DLT Team. Failure to attend a required event will necessitate use of leave time. This clause pertains to building wide events only. The MEA and the Board of Education encourage all staff members to support and assist with after-school activities.

6. Brief emergency meetings may be called at the end of the school day or prior to the end of the workday by the building principal.

8.03 Parent-Teacher Conferences

The Board and administration will schedule parent-teacher conference days for each school as long as the parent response is judged to contribute to the improvement of the educational program. The days may start at a different time from the regular starting time for teachers; however, such scheduled time shall not exceed the teacher's normal

workday of seven (7) hours and thirty (30) minutes. Days of parent-teacher conferences will be days of instruction and classes will be in session for schools not conducting conferences. If conferences are scheduled after the normal school day, compensatory time shall be scheduled. All teachers shall strive to schedule parent-teacher conferences in situations where a student's educational progress is less than desired.

8.04 Planning Periods

A. All teachers PreK-12 shall be provided one period during the student's day for non-pupil contact, which period shall be devoted to conferences, professional study, lesson preparation, or other use necessary for carrying out the duties of the position. On irregular day, the administration will strive to provide daily planning time.

B. Substitute teachers are to be obtained when possible. Both parties recognize that this will be difficult or impossible in some situations, such as absence for part of a day. No teacher shall be required to substitute for another teacher during his/her planning time or when he/she is scheduled to have a class assignment of his/her own. If a substitute is not available, the principal will send an all-staff email to secure a volunteer. Notwithstanding anything to the contrary, if no volunteer is available, the principal may require teachers to cover classes on a rotating basis (by period when applicable) during planning time.

If a teacher gives up his/her planning time, at the request of the administration for such substituting, $30.00 will be paid per individual planning period. Elementary teachers who are required to provide coverage or supervision during any portion of the day by splitting classes or covering another class shall be paid an additional $30.00.

8.05 Lunch Periods

Each full-time classroom teacher shall receive a minimum of a thirty (30) minute duty-free lunch period per day. The principal and staff in each building will develop a plan to assure that teachers in each building will receive the full thirty (30) minute period each day.

8.06 Non-Teaching Duties

A. The Board and administration recognizes that teachers are required certain duties other than classroom teaching. A written schedule of duties, equally shared as possible, as necessary, will be prepared by the building principal with input from the BLT. Teachers will perform these duties as assigned.

1. Teachers shall not be required to supervise children who are detained and assigned detention by other teachers after school, except in the case of an emergency. Students assigned after school detention shall be supervised by the paid teacher assigned detention duty that day. At all schools, the faculty and administration shall mutually develop a detention plan that shall be in effect by September 30th of each

year. The administration and Board will determine to what degree the after-school detention programs can be funded.

A. The administration and transportation department will continue to seek solutions to limit bus duties for elementary teachers. If a teacher(s) required to work beyond the seven (7) hour and thirty (30) minute work day for assigned bus duty, the Association and Board will negotiate a supplemental contract(s) reflective of the time and responsibility of the duty compared with other positions on the supplemental salary schedule.

ARTICLE 9
WORKING CONDITIONS

9.01 Class Size

Class size shall be balanced to the greatest degree possible, and it is the intent of the Board that class size will not exceed a maximum of twenty-eight (28) pupils per class, except for full bands and choirs. If a bargaining unit member's class size exceeds twenty-eight (28) students, the bargaining unit member will be compensated $200 per additional student, per year. Mainstreamed/inclusion students enrolled in a class will be counted, as well as students from other schools enrolled in distance learning at the Maysville Local School District.

9.02 Teachers' Workroom

Each school building will be provided with a teachers' workroom.

9.03 Classroom Assignment

Each teacher will have an assigned classroom or, if not feasible, an assigned "home base" to store his/her materials.

9.04 Professional Appearance and Attire

The Board and the Association believe that bargaining unit members should present a professional appearance as appropriate to their teaching assignment. Casual but appropriate attire, consistent with past practice, is acceptable on Fridays and other days as approved by the building principal.

9.05 Personnel Files

A. The Board agrees that any member will have full and complete access to his/her personnel file upon written request to the Superintendent. No non-routine documents shall be placed in the personnel file unless seen and/or initialed by the bargaining unit member. Said members shall have the right to add a rebuttal to any material in his/her file that he/she deems inaccurate, untimely, or incomplete.

B. Any disciplinary material or reprimand shall be removed from the employee's personnel file upon written request of the teacher provided that three (3) years have passed since the material was placed in the file and no other discipline has been taken.

C. Letters or materials anonymous to the teacher or reports partially or entirely based on sources anonymous to the teacher shall not be placed in a teacher's personnel file.

D. Each teacher shall have the right to indicate those documents and/or materials in his/her personnel file, which he/she believes to be irrelevant, untimely, or incomplete/ inaccurate. The teacher shall have the right to request that the irrelevant, untimely, and incomplete/inaccurate materials be removed from the file and destroyed. Such request shall be reviewed by the Superintendent. If the Superintendent does not agree to remove the materials, the teacher shall have the right to initiate a grievance at Step 3.

9.06 Discipline

A. A bargaining unit member will only be disciplined in a private meeting with his/her administrator(s) except as otherwise required by law. It is understood that most cases shall be dealt with informally through conversation between the bargaining unit member and administration. Such informal warnings shall not be subject to the grievance process and shall not be recorded in the bargaining unit member's file.

B. Discipline will ordinarily be administered progressively, with due regard to the severity of the violation. Progressive discipline shall consider the nature of the violation, as well as the bargaining unit member's prior record of discipline.

Formal disciplinary actions may include:

1. Formal verbal reprimand
2. Formal written reprimand
3. Suspension without pay for up to five (5) workdays
4. Termination

C. Superintendent or Assistant Superintendent shall inform the bargaining unit member of any corrective action taken and shall place copies of any written corrective action in he unit member's personnel file with a copy made available to the member. If discipline requires a teacher to complete any corrective action involving a cost, that cost shall be borne by the Board. The teacher may respond in writing to any written correction action request, and that response shall be included in his/her personnel file.

D. A suspension without pay may only be administered by the Superintendent or Assistant Superintendent. Before the Superintendent or Assistant Superintendent administers suspension without pay, the Superintendent or Assistant Superintendent shall furnish the bargaining unit member with a written notice of intention to consider suspension. The member shall have an opportunity to appear before the Superintendent and/or Assistant Superintendent to provide evidence refuting the accusation. The teacher may be

accompanied in the conference by a union representative of his/her choice. Written notice of the Superintendent's decision, along with rationale, shall be furnished to the member and, at his/her request, to the Association President. All benefits shall remain in effect during an unpaid suspension administered under this Article 9.06.

E. None of the actions outlined above shall be undertaken without the bargaining unit member having the opportunity for union representation. If the teacher is unable to secure representation for a meeting scheduled for the same day, such meeting will be postponed not more than two (2) workdays to give the teacher time to secure representation by the Association.

F. The bargaining unit member and/or Association shall have the right to grieve ay portion of the discipline process in accordance with the Collective Bargaining Agreement.

9.07 Complaint Procedure

A. Complaint Against an Instructional Staff Member

Complaints must be filed in writing on the appropriate form at the end of this Agreement. The administration may commence an investigation as to the authenticity of any information related to a complaint. No complaint will be placed in the main personnel file of a certified member unless:

1. A conference was held including only the complainant, the certified staff member, and the principal or immediate supervisor of the certified staff member. The staff member shall not be prejudiced by his/her participation in this paragraph (1) conference without representation.

2. A conference was held including the principal or immediate supervisor, complainant (if willing to attend), and the staff member (with right to representation by the Association).

3. The findings, resolution, and understanding, if any, of the aforementioned paragraph, (2) conference have been reduced to writing by the principal or the immediate supervisor and initialed by the certified staff member. Such initialing shall not be construed as agreeing with the document but only that the certified staff member received a copy of the document. Refusal to initial findings and resolution will be noted and the materials filed per A.(4).
4. In the event the administration desires to place the record of the conference held between the complainant, staff member and immediate supervisor in the staff member's personnel file, the certified staff member shall be notified in writing and be given an opportunity to write a rebuttal to such record for placement in the personnel file. Such rebuttal must be filed within ten (10) school days from the date notice is given to the staff member.

B. Parental complaints will be conducted through administrative channels with attempts of resolution at the lowest possible level. No parental complaint regarding a teacher will be considered by the Board unless the procedure outlined above has been followed. Should the complaint not be resolved at the conclusion of the administrative complaint procedure, and the complainant desires Board consideration of the complaint, the following procedure shall be implemented.

1. Complainant shall notify the Superintendent in writing of his/her request for Board consideration of the complaint at the next regular Board meeting.

2. Notice of the Board consideration of the complaint will be given to the teacher involved by means of registered mail at least five (5) school days prior to the Board meeting. Notice will be mailed to the last registered address of the teacher filed with the Board.

3. The complainant shall be heard by the Board in executive session. The teacher will be allowed to remain in the executive session called for the purposes of Board consideration of the complaint and will be allowed to have one (1) representative accompany him/her to the meeting.

4. The Board may excuse all interested parties from the executive session for private consideration of the matter.

5. Resolution by the Board action will become part of the teacher's file, and the teacher shall receive a copy of the action. The teacher may attach an opinion or statement to the filed complaint within ten (10) school days of Board action.

C. A complaint or concern by a teacher(s), other than a grievance, shall be taken to the lowest level where resolution is possible, including but not limited to, raising the concern with a building principal before taking it to a central office administrator or the Board of Education. However, any teacher(s) who believes his or her immediate supervisor or principal is engaging in sexual harassment or other illegal harassment, should make the complaint or concern with that supervisor's or principal's administrative superior.

9.08 Teacher Authority

A. Establishing the Building Environment

1. The administration recognizes its responsibility to give reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. It is the responsibility of the teachers and the administration to provide an atmosphere within the classroom and within the school building that is conducive to learning. Administrators are to administer the discipline policy for their school program and are to provide appropriate administrative support to teachers that is legal and consistent with Board policy. Teachers and

administrators are to abide by such specific Board adopted disciplinary policy as it may not be in existence or may be replaced or modified.

2. Building Council will meet and review current procedures and recommend necessary changes to the student handbook by consensus. A joint recommendation by consensus will be forwarded to the Board for action.

B. Gross Misconduct

1. The term classroom, in this section, shall be defined as any/all areas for which a teacher has been assigned.

2. Any student who commits battery upon a teacher shall be removed from all classroom activities immediately.

3. A student having committed battery upon a teacher may be reassigned to that teacher's class with the prior knowledge and consent of the teacher.

4. A principal shall not take disciplinary action or inaction with respect to discipline of a student that is inconsistent with the building's student handbook unless the affected teacher is consulted first.

5. Teachers assigned to a building may request and the principal shall meet with them to discuss building policy concerning student discipline and related activities.

9.09 Special Education

A. The District will provide Intervention Specialists with three (3) release days to complete professionally mandated duties. All release days will occur on-site.

B. The Administration shall provide a private room or office for IEP meetings to take place.

C. An Intervention Specialist caseload will be of a size in keeping with Ohio's State Operating Standards.

ARTICLE 10
EMPLOYMENT STATUS

10.01 Non-Renewal of Limited Contracts

A. Any non-renewal of a bargaining unit member during the bargaining unit member's first two (2) years with the Maysville Local Schools shall be conducted pursuant to the provisions of ORC 3319.11 et. Seq. Should a member, subject to a non-renewal, request a hearing with the Board pursuant to ORC 3319.11 (G)(5), their evaluating

supervisor and building principal may be present; as well as those individuals permitted to attend by statue. Others may be called as witnesses if they have relevant information.

B. Non-renewal of limited contracts beginning with a bargaining unit member's third (3rd) year in the Maysville Local School District shall be for low degree of professional competency as determined by the evaluation procedure or other good and just cause. A teacher in or after the third year may challenge his/her non-renewal or compliance with the evaluation procedure through the grievance procedure only. Other provisions of ORC 3319.11 including the June 1st notice may be enforced pursuant to law.

C. A teacher who is hired from outside the bargaining unit to replace a teacher on a leave of absence of one (1) year or less shall be deemed employed only for the length of time stated in the original appointment action of the Board, without further Board action or notice. The employment contract for such a replacement teacher shall indicate that the position is temporary and shall state the length of employment. This article shall not apply to a replacement teacher. A replacement teacher may be terminated during the term of the appointment pursuant to ORC 3319.16.

10.02 Sequence of Limited Contract Issuance

A. This statement on sequence of limited contracts is made to inform the teaching staff of the normal limited contract progression expectancy in this district.

1. One (1) year, upon initial employment

2. One (1) year for all Resident Educators

3. One (1) year, upon reemployment for the second (2nd) contract

4. Two (2) years, upon reemployment, for the third (3rd) contract

5. Three (3) years, upon reemployment, for the fourth (4th) contract

6. Five (5) years, upon reemployment, for the fifth (5th) contract

10.03 Continuing Contracts

Continuing contracts will be issued as provided in the Ohio Revised Code. If a teacher expects to become eligible for a continuing contract in a year other than the years the teacher's limited contract expires, the Board will consider the teacher for a continuing contract in May when the teacher has become eligible, provided the teacher has given the Superintendent written notice by October 1 that he/she expects to be eligible.

10.04 Rehired Retirees

The following terms and conditions of employment govern the Board of Education's hiring of teachers who retire from any school district to service retirement with the State Teachers Retirement System of Ohio (herein after referred to as Rehired Retirees).

A. Except as expressly modified herein, Rehired Retirees shall be members of the bargaining unit represented by the Maysville Education Association and shall be entitled to all terms, conditions, rights and benefits of the collective bargaining Agreement between the Association and the Board of Education.

B. If the Board rehires a retiree, the Rehired Retiree's salary shall be determined by the salary schedule in Article 15.

C. Rehired Retirees shall serve only on one-year limited contracts of employment, which shall automatically expire at the end of each school year without the need for action by or notice from the Board. Accordingly, neither Article 7 of this Agreement nor ORC 3319.11 apply to Rehired Retirees.

10.05 Part-Time Bargaining Unit Members

A. Any part-time bargaining unit member hired subsequent to March 1, 1990 shall receive fringe benefits pro-rated on the hours which the member works (e.g., a teacher who works two hours per day receives approximately 2/7 of the full-time teacher benefits).

B. All part-time bargaining unit members shall receive all rights and benefits of the Master Agreement, except as listed above. Part-time bargaining unit members shall receive leave prorated on the actual number of hours worked rather than as a "day".

10.06 Long-Term Substitute Teachers

Long-term substitute teachers (those hired to take the place of a regular bargaining unit member who is on approved leave of absence or who leaves employment after the start of a school year) who are tentatively assigned to the same position for an anticipated assignment of sixty (60) consecutive school days or more during one school year will become bargaining unit members after said sixty (60) consecutive days and from that time forward will be paid based on the appropriate teacher's salary schedule. At any time during the sixty (60) days, the substitute may be removed from the long-term assignment and be reassigned to short-term substitute status. Benefits in addition to salary will commence after said sixty (60) days. The employment of a long-term substitute will come to an end upon the return to duty of the bargaining unit member replaced by the substitute or the end of the school year, whichever occurs first. No Board action of non-renewal or notice of non-renewal shall be required. The long-term substitute contract will include the conditions of employment and non-renewal.

ARTICLE 11
EVALUATION

11.01 Purpose and Criteria

A. The purpose of teacher evaluation is to use fair, objective, and reasonable practices to:

1. Advance the professional learning and practice of teachers individually and collectively in the school District.

2. Inform instruction.

3. Assist teachers and administrators in identifying, implementing, and supporting educational best practices that will provide the greatest opportunity for student learning and growth.

B. The evaluation shall be completed not later than the first (1st) day of May and the bargaining unit member being evaluated shall receive a written report of the results of this evaluation, including the assigned summative evaluation rating, not later than the tenth (10th) day of May.

C. The District shall use state adopted evaluation forms in the evaluation process.

D. No misleading, inaccurate, untimely or undocumented information may become part of a bargaining unit member's evaluation. All results and conclusions of performance assessments must be documented and supported by evidence.

E. Evaluators will include the teacher's building administrators who have completed state-sponsored evaluation training and have passed the online credentialing assessment. In addition, there shall be a list of Board approved credentialed evaluators, who have completed state-sponsored evaluation training and have passed the online credentialing assessment. The evaluator will identify himself/herself to the bargaining unit member prior to beginning the annual evaluation process. This may be written via email or verbal.

F. A teacher who received a rating of "Accomplished" on his/her most recent summative evaluation shall be evaluated every third school year, unless their limited contract expires in that year, in which case, the teacher will participate in the formal evaluation process.

G. A teacher who received a rating of "Skilled" on his/her most recent summative evaluation shall be evaluated every other school year, unless their limited contract expires in that year, in which case, the teacher will participate in the formal evaluation process.

H. In any year that a teacher is not formally evaluated as in Sections (F) and (G) above as a result of receiving an "Accomplished" or "Skilled" rating on the teacher's most recent summative evaluation, an individual qualified to evaluate a teacher under Section (E) of this article, shall conduct at least one observation of the teacher and hold at least one conference with the teacher. The conference shall include a discussion of progress on the teacher's professional growth plan. The teacher must also submit a self-directed professional growth plan to the evaluator that focuses on specific areas identified in the observations and evaluation, and the evaluator must determine that the teacher is making progress on that plan in those years not fully evaluated. If this does not occur, the teacher will be placed on an Improvement Plan and will start the formal evaluation process.

I. The following teachers shall not be evaluated:

1. A teacher who was on leave from the school district for fifty (50) percent or more of the school year, as calculated by the Board.

2. A teacher who has submitted notice of retirement and that notice has been accepted by the Board not later than the first (1st) day of December of the school year in which the evaluation is otherwise scheduled to be conducted.

11.02 Formal Observation

A. Upon request, the observation criteria and the observation process will be explained to all bargaining unit members by the building administration in a meeting held at least three (3) school days before a formal observation is conducted. Said members shall have one (1) opportunity during each school year for a waiver for any reason to postpone a formal observation.

B. A minimum of two (2) formal observations shall be conducted to support each summative evaluation. A formal observation shall last a minimum of thirty (30) minutes. If the Board has entered into a limited contract, or extended limited contract, with a bargaining unit member pursuant to Section 3319.11 of the ORC, the Board may perform a third (3rd) formal observation of at least thirty (30) minutes if the bargaining unit member is under consideration for non-renewal. The first formal observation will be completed by December 10th. Post-conference for the first observation shall be completed before the second observation cycle begins. The summative conference will be held by May 10th.

C. A pre-observation conference will be held between the bargaining unit member and the evaluator. A post-observation conference shall be held within ten (10) days after each formal observation upon request by the bargaining unit member or evaluator. This conference shall be used to inform the bargaining unit member as to how the observed instructional practices were aligned with the criteria on the observation form.

D. All formal observations shall be announced.

11.03 Informal Observations/Walkthroughs

A. A walkthrough is an informal observation of a bargaining unit member by an evaluator that is at least ten (10) minutes in length but lasts no more than twenty (20) minutes.

B. A walkthrough shall not be conducted on the same day as a formal evaluation as described in Section 11.2 of this Article.

11.04 Finalization of the Evaluation

A. Not later than May 10th, a receipt of Summative Evaluation Form shall be given to the bargaining unit member and a conference shall be held between him/her and the evaluator. The teacher will be expected to enter their pin at the conclusion of the conference acknowledging the completion of the Summative Evaluation Form.

B. The summative evaluation shall be based on multiple evaluation factors, including teacher performance ratings and at least two (2) measures of high-quality student data.

C. The evaluation shall acknowledge the performance strengths of the bargaining unit member evaluated as well as performance deficiencies, if any. The evaluator shall note all the data used to support the conclusions reached in the formal evaluation report.

D. The evaluation of all non-classroom teachers shall be based upon two (2) observations, walkthroughs and other performance indicators. Observations and walkthroughs shall comply with the provisions set forth in this Article. Upon completion of the annual evaluation process, non-classroom teachers will be assigned an effectiveness rating of Accomplished, Skilled, Developing or Ineffective.

11.05 Professional Growth Plan

A. Professional Growth and Improvement Plans shall be developed as follows:

1. Teachers who received the rating of Accomplished on their most recent evaluation will develop a professional growth plan and may choose their credentialed evaluators within the building, or choose a credentialed evaluator approved by the Superintendent, for the evaluation cycle as set forth in this Article.

2. Teachers who received the rating of Skilled on their most recent evaluation will develop a professional growth plan collaboratively with a credentialed evaluator and will have input on their credentialed evaluators for the evaluation cycle set forth in this Article.

3. Teachers whose evaluation rating is Developing shall develop a professional growth plan with their assigned evaluator, pursuant to the terms of this agreement.

4. The Superintendent may select a teacher's credentialed evaluator due to conflicts of interest or ethics concerns.

B. A teacher's Professional Growth Plan must be ~~completed~~ initiated and approved by September 30th.

11.06 Improvement Plans

A. An Improvement Plan is a clearly articulated assistance program for a teacher who receives a rating of Ineffective on his or her most recent evaluation. The Improvement Plan shall include:

1. Specific measurable instructional practices to be observed.

2. Specific evidence-based resources, and assistance to be provided;

3. Clearly articulated timelines for the completion of the plan;

4. Monetary, time, material, and human resources sufficient to realize the expectations set forth in the plan; and,

5. Minimum of monthly meetings between the evaluator and the teacher.

B. Teachers subject to an improvement plan based on classroom performance may be placed on that plan at any time after the start of the second semester.

C. Any teacher already on an Improvement Plan from the prior year shall continue on that plan until the plan has been satisfactorily completed or employment is terminated or non-renewed. The Improvement Plan and related goal will take the place of the Professional Growth Plan in 11.05 of this Article.

11.07 Due Process

A. Bargaining unit members who disagree with the level of student growth, observations, walkthroughs, the rating of performance and/or the summative, or overall evaluation rating shall be allowed to submit a rebuttal, within ten (10) working days after Summative Evaluation Conference that will be kept, or electronically filed, with the appropriate document.

B. A teacher shall be entitled to Union representation at any conference held during this evaluation procedure in which the teacher will be advised of an impending adverse personnel action, including non-renewal, termination, or being placed on a Plan of Improvement.

C. The Superintendent and MEA Executive Committee reserve the right to make changes in evaluation language in accordance with changes in ORC.

11.08 Counselor Evaluation

A. Criteria

1. A counselor's evaluation, including all observations and summative evaluations, shall be assessed based on the Ohio Standards for School Counselors and the School Counselor Evaluation Rubric.

2. All applicable provisions of Article 11 shall apply to the counselor evaluation process.

11.09 High Quality Student Data Committee

A. A committee will be formed including representatives from the Association and representatives from the Board who are determined to be experts in the field of education to rigorously review HQSD proposed to meet all of the following criteria:

- Align to learning standards.
- Measure what is intended to be measured.
- Be attributable to the specific teacher for course(s) and grade level(s) taught.
- Demonstrate evidence of student learning (achievement and/or growth).
- Follow protocols for administration and scoring
- Provide trustworthy results.
- Not offend or be driven by bias.

ARTICLE 12
LEAVE OF ABSENCE

12.01 Personal Leave

All full-time teachers shall be allowed three (3) personal leave days per school year. These days shall be unrestricted personal leave days.

A. Personal leave shall not be used during the first or last five (5) school days of the year. Exceptions may be granted by the Superintendent. No more than ten (10) percent of the teachers in the K-5 building and no more than ten (10) percent of the teachers in the 6-12 building may use personal leave on the same day.
B. Unused personal leave days shall be added to sick leave accumulation at the end of the school year.

C. Personal leave shall not be granted for less than half (1/2) day units.

D. Notification for personal leave shall, except in cases of emergencies, be made to the immediate supervisor, principal and Superintendent at least two (2) school days (48 hours) in advance of the requested leave.

E. Application for personal leave shall be made on the District's Kiosk.

F. Leaves which have been requested and approved for days when school is closed due to weather or emergency conditions shall not be counted or deducted.

G. Personal leave days shall not be deducted from a bargaining unit member's accumulated sick leave.

12.02 Jury Duty and Court Services

When a teacher is called for jury service or subpoenaed to serve as a witness in a work-related matter, he/she shall give his/her immediate supervisor proper notice and the Board shall pay the teacher his/her regular pay if the teacher endorses the jury or witness fee(s) over to the Board. It is the responsibility of the teacher to collect for his/her court services.

12.03 Parental Leave

A. All parental leave shall be handled in accordance with the Family and Medical Leave Act (FMLA), state and federal regulations, Board policy, and Section 12.11 of this Agreement.

B. All parental leave taken by a teacher will be charged to the teacher's available sick leave. Should a teacher's sick leave be exhausted, such leave shall be unpaid leave.

C. Upon written request of a bargaining unit member, the Board shall grant an unpaid leave of absence for a period of not more than fourteen (14) calendar months for child care. A teacher must pay for health benefits after exhausting twelve (12) weeks of FMLA leave. A request for unpaid parental leave should be submitted to the Superintendent at least thirty (30) days before the effective date, when possible. A bargaining unit member shall inform the Superintendent, in writing, of the member's intention to return to duty at least thirty (30) days before the expiration of the leave. Repeated use of this leave by any one teacher must be approved by the Board. Sick leave associated with childbirth shall be for six (6) weeks. Parental leave for partners or spouses shall be two (2) weeks. If medically necessary, the Superintendent may approve additional childbirth or parental leave.

D. All sick leave and Family and Medical Leave Act (FMLA) requests will be handled in accordance with state and federal regulations in place at time of request.

12.04 Military Leave

A. Military leave of absence shall comply with Ohio Revised Code Section 5923.05.

B. A teacher who leaves a teaching position by resignation or other method and who enters the armed forces within forty-five (45) days after leaving the teacher position and who returns with a discharge other than dishonorable discharge is entitled to re-employment by the same district under the same type of contract held upon departure. In order to

qualify for this right, the teacher must apply to the Board of Education for re-employment within ninety (90) days after discharge (ORC 3319.14).

12.05 Professional Leave

A. The Board will strive to grant each full-time teacher one (1) day of professional leave at regular pay to attend professional meetings or visitations each school year. In special cases where teachers have not shown recent professional growth, the Superintendent may require a person to use professional leave for a specified professional conference.
B. A written or oral report may be required for submission to the local Board or to other staff members.

C. Such leave shall be reimbursed in the following manner:

1. Necessary fees for registration, and lodging if the conference is more than one (1) day. Receipts for meals, not included in registration, are necessary for the reimbursement at the following rate of a total of up to fifteen ($15.00) for meals if attending a one (1) day conference, and up to thirty ($30.00) for meals per day if attending a two (2) day conference for reasonable, necessary and actual meal expenses (with tips not reimbursed).

2. Mileage at the IRS rate, providing the conference is outside the county.

D. All requests are subject to final approval of the local Superintendent. Approval will be granted in terms of available funds, available substitutes and contributions to professional growth and tasks to be performed by the teacher requesting professional growth.

E. Unless waived by the principal, teachers will apply for Professional Leave at least ten (10) work days in advance before leave is taken.

12.06 Temporary Leave of Absence

A. After one (1) year of continuous employment in the Maysville Local School System, a teacher may be granted a leave of absence, without pay, for up to one (1) year for personal health reasons or for a seriously ill member of the teacher's immediate family (spouse, child, mother, father, and in-law).

B. Any request for such leave must be supported by doctor's statements.

12.07 General Leave Provisions

A. The Board may grant a leave of absence for a period not to exceed one (1) year for good reason. Such leave must be contained fully in one (1) school year.

B. A teacher on approved leave of absence shall be permitted to maintain insurance coverage on themselves by paying the full cost of such coverage at the Board's rate to

the Board's Treasurer once a month. Failure to keep payments current shall result in a loss of insurance benefits for the term of the leave.

C. The Board may investigate the reasons for the leave request at any time prior to approval or during the term of the leave.

D. The Board will not be obligated to return a teacher to active status prior to the expiration date of his/her leave of absence.

E. Upon the employee's return to service, he/she shall resume the contract status which was held prior to the leave and shall be assigned a position for which he/she is certified or otherwise qualified.

F. Any teacher who fails to report to work on the first day following the expiration of his/her leave of absence or who is otherwise absent without having been granted approval by the Superintendent shall be deemed to have resigned.

G. In cases when a teacher is absent from duty and there is no sick leave applicable or when the absence is unauthorized, the salary deduction for each day of unauthorized absence will be based on the current salary divided by the number of teacher work days in the official school calendar as adopted by the Board. In no case will just the salary of the substitute be deducted, or a teacher be allowed to employ the substitute.

12.08 Sick Leave

A. Teachers will be granted sick leave according to Section 3319.141 of the ORC and the provisions of this Article. Teachers shall earn sick leave credit at a rate of one (1) and one-fourth (1/4) days per month and shall continue to accrue sick leave while under contract with the Board.

B. A teacher newly-employed by the school district will be credited for unused sick leave accumulated in other public school employment. This shall be in keeping with the ORC Section 3319.141 and necessary verification by the proper public agency. First year teachers shall be granted an advance of five (5) days, which shall be part of the fifteen (15) days that can be accumulated for the year. The accumulation of unused sick leave shall be limited to two hundred forty-nine (249) days.

C. Regular part-time teachers shall accrue sick leave in proportion to the time actually employed for the year.

D. Sick leave may be used for the following purposes and must have approval of the Superintendent.

1. For the absence of the teacher due to personal illness, injury, doctor's appointment, pregnancy, or exposure to a contagious disease which could be communicated to other persons.

2. For absence of the teacher due to illness, injury, or death of someone in the employee's immediate family.

For our purposes, immediate family shall include the following:

Spouse or partner
Child
Parent
Step-Parent
Step-Child
Mother-in-law
Father-in-law
Foster Child

An employee is limited to the use of five (5) consecutive days of sick leave without approval. If more than five (5) consecutive days are needed, the employee shall make the circumstances known to the Superintendent who may approve additional use of sick leave days in three (3) consecutive to five (5) consecutive day increments.

1. For the death of a close friend, one (1) day of sick leave may be used for bereavement.

2. Sick leave may be used for bereavement for up to three (3) days for the following individuals:

    a. Sibling
    b. Step-sibling
    c. Grandparent
    d. Grandchild
    e. Son-in-law or daughter-in-law
    f. Niece or nephew
    g. Aunt or uncle
    h. Brother-in-law or sister-in-law

E. In the event that a teacher must arrive late or leave the building early for a doctor or dental appointment or specialist, prior agreement must be made with the building principal.

F. Application for sick leave shall be made using the District's computer system.

G. The employee must electronically enter sick leave into Kiosk as far in advance as possible, otherwise, immediately upon return to work after the absence, justifying the use of sick leave.

H. For new employees with accumulated sick leave, the Board will accept by transfer the accumulated sick leave up to one hundred twenty (120) days which the new employee has acquired in another position of public service in Ohio, provided that the last

termination of such service shall have been within the last ten (10) years. Prior sick leave accumulation must be verified by the proper public agency or agencies.

I. The absence of a teacher for any portion of a work day totaling less than (<) one-half (1/2) of the scheduled workday shall result in a minimum deduction of one-half (1/2) day.
J. The absence of a teacher for more than (>) one-half (1/2) of the scheduled workday shall result in a reduction of one (1) day.

K. A teacher exhausting all accumulated sick leave may be granted up to five (5) additional days in accordance with Section 3119.08 of ORC.

L. After the administration has attempted to work with a teacher who exhibits documented diagnosable physical, psychological or behavioral problems apparently affecting the bargaining unit member's ability to perform his/her job, the Superintendent may request a doctor's verification of the teacher's ability to work. If the problems persist, the administration shall then offer the teacher the following options:

1. Unpaid leave of absence for a mutually agreed upon length of time through FMLA.

2. Application for disability retirement, or

3. Submission to an examination by a medical or psychological specialist. The specialist shall be paid by the Board but selected by mutual agreement of the Association and the Board. The specialist shall agree to furnish to the teacher, the Board and the administration a statement concerning the teacher's fitness to continue in his/her current assignment. The Board may then take actions within its authority under law.

12.09 Sick Leave Donation

When in the judgement of a bargaining unit member's physician, the employee will exhaust all of his/her accumulated sick leave due to a catastrophic illness or injury of the teacher which does not include pregnancy or childbirth unless there are catastrophic consequences to the mother and/or child, and additional days are still needed, then he/she may request through the Association that the additional days be transferred from other bargaining unit member's accumulated sick leave. For purposes of this procedure, the term catastrophic illness or injury shall include only those illnesses which are calamitous in nature, constituting a great misfortune. The Association Executive Committee and Superintendent or designee, will meet to consider such requests. After determining whether the applicant has suffered a catastrophic illness or injury as defined in this section, the Association President will notify the District Treasurer of the members donating days.

A. The Association shall establish an internal policy to administer such a transfer.

B. The Association shall notify the Board Treasurer in writing of the number of days to be deducted, from whom, and the person receiving the transferred days. Included in the notice shall be a signed statement by the bargaining unit member(s) involved authorizing the Board Treasurer to transfer the days.

C. The teacher cannot use more than thirty (30) donated days in a school year except that up to sixty (60) donated days can be used in one school year if the teacher has applied for disability retirement.

D. Sick leave bank days cannot be used if the teacher has been approved for disability retirement.

E. The teacher using donated sick leave does not earn additional sick leave while using it.

12.10 Assault Leave

A. Any teacher who, in the course of his/her assigned duties or while in attendance at a school function, is assaulted as a result of duty-related (as opposed to personal) dispute, and who is temporarily disabled by any injury resulting from such assault, shall be eligible for assault leave subject to the following conditions:

1. The teacher, if requested by the Superintendent, shall furnish a statement from a licensed physician indicating the nature of the disability and its likely duration. The Superintendent may require additional statements by a licensed physician justifying the continuation of leave beyond the original stated duration. The Board at its expense, may require an exam by a physician of its choice at any time during the assault leave period.

2. The teacher shall apply for Workers' Compensation benefits.

3. The teacher shall cooperate in criminal prosecution resulting from the assault.

B. A teacher may receive assault leave, as provided above, up to a maximum of thirty (30) working days with no loss in benefits or reduction in accumulated sick leave.

C. If Workers' Compensation benefits are paid, the teacher shall receive from the Board the difference between the Workers' Compensation benefits and the teacher's regular salary.

D. In the event the teacher seeks monetary civil damages by reason of the assault, the actual cost of the substitute teacher's salary shall be listed as part of the damage. If awarded, the substitute's pay will be repaid to the Board.

E. Upon the request of the Superintendent, any teacher having knowledge of or information relating to any assault of another teacher shall, as soon as possible, submit a written statement embracing all facts within the teacher's knowledge regarding said

assault, sign said statement, and present it to the Superintendent and the teacher assaulted.

12.11 Family and Medical Leave

A. In accordance with the Federal Family and Medical Leave Act of 1993, an employee who has been employed for at least twelve (12) months and for at least one-thousand two hundred and fifty (1,250) hours during the previous twelve (12) month period is entitled to an unpaid leave of absence of up to twelve (12) weeks during any calendar year (January 1st – December 31st) for one of the following reasons:

   1. Because of the birth of a son or daughter of the employee and in order to care for such son or daughter

   2. Because of the placement of a son or daughter with the employee for adoption or foster care

   3. In order to care for a spouse, or a son, daughter, or parent of the employee if such spouse, son, daughter, or parent has a serious health condition

   4. Because of a serious health condition that makes the employee unable to perform the functions of the position of such employee

B. If the employee already has been absent during the contract year for one of the reasons listed in one (1) through four (4) above for more than three (3) consecutive weeks (fifteen [15] workdays), the leave will be considered a part of the twelve (12) week period such that any other leave the employee is entitled to take under this policy will be for twelve (12) weeks less the amount of such absent time already taken in the contract year.

C. If leave under one (1) or four (4) is planned medical treatment, the employee shall make a reasonable effort to schedule the treatment so as not to disrupt unduly the operation of Maysville Local School District. Under three (3) and four (4) above, the employee may request that the leave be taken intermittently. The employee may not request intermittent leave under one (1) and two (2).

   No leave may be taken unless the employee submits an application form for leave to his/her supervisor at least thirty (30) days in advance of the leave or as soon as practicable and approval is granted in writing by the Superintendent or designee. The District will use federal forms (see https://www.dol.gov/whd/fmla/forms.htm)

   If the Superintendent or designee has a reason to doubt the validity of the certification he/she may require the employee to obtain a second opinion from a school physician. If the second opinion is in conflict with the first, the Superintendent or designee may require the employee, at the Board's expense, to see a mutually agreed upon health care provider to give a final and binding opinion.

D. The employee's status, salary and benefits will not be reduced upon his/her return because of the leave. The employee will continue to receive health benefits during the term of the leave. "Health benefits" include hospital, surgical, major medical and dental benefits but do not include life insurance or other benefits. The employee must pay his/her contribution to health benefits to the Treasurer by the last pay of each month if the employee wants continued coverage for the following month.

E. The Board may recover its contribution to health benefits if the employee does not return to work after the leave for a reason other than continuation, recurrence or onset of a serious health condition or other circumstances beyond the employee's control. (This refund can take place either by withholding from the employee's last check or by the employee paying the Board directly).

F. During the employee's leave, the Superintendent or designee may require the employee to report in writing periodically on the employee's status and intent to return to work.

G. If an employee goes on leave due to his/her own serious health condition that made the employee unable to perform his/her job, the employee must obtain and present a certification from the health care provider that the employee is able to resume work before returning to work.

ARTICLE 13
VACANCIES & TRANSFERS

13.01 Assignment

Every teacher will be assigned to his/her certified teaching field(s).

13.02 Vacancies

A. A vacancy shall be defined as any position which the Board decides to fill after the Board has accepted a letter of resignation or notice of retirement, a leave of one (1) year or more has been granted, a teacher has been non-renewed or discharged, after a transfer or series of transfers, a new position is created or it is known that an additional teacher will be needed in a department or grade level the following year.
   1. All vacancy notices shall be e-mailed to all teachers and published on the District's website and the District list serve. A copy of the notice will be sent to the Association President at the time of the posting. When school is in session, vacancy notices shall be posted in the school buildings.

   2. The vacancy notice shall include the position title, certification/licensing requirements, location of the position, date of the initial posting and last date to apply for the position.

B. No vacancies, teaching and/or supplementals, shall be filled by an employee outside the existing professional staff until such notice of vacancy has been published for three

(3) work days and consideration of transfers have been given to members of the professional staff. Consideration of transfer shall only be granted after a written request is provided to the Superintendent.

13.03 Definition of a Transfer

A. A transfer shall be defined as a change in the assignment by an employee from one bargaining unit position to another that affects grade level taught, teaching field or building assignment.

B. A voluntary transfer shall be defined as an employee initiated reassignment.

C. An involuntary transfer shall be defined as an employer initiated reassignment of an employee.

D. Days shall be defined in this Article as actual work days during the school year and as Monday through Friday, excluding holidays, during the summer recess.

13.04 Voluntary Transfer

A. No vacancy shall be filled until a notice of vacancy has been posted for three (3) work days. If a teacher wishes to be considered for any posted vacancy, the teacher shall submit in writing to the Superintendent within three (3) work days of the initial posting day, a request indicating a desire for transfer. Such requests represent consent to be transferred and may be acted upon without further consultation with the teacher.

B. Administrative Center personnel and/or principal of the building in which the vacancy exist shall interview all teachers who have filed requests for transfer.

C. In the determination of request for voluntary transfer, the convenience and wishes of the individual will be honored to the extent they not conflict with the instructional requirements and best interests of the school system. If more than one (1) teacher has applied for the same position, a teacher meeting the posted qualifications for that position shall be appointed and, qualifications being equal, seniority in the school system shall control. A senior bargaining unit member applicant who is denied a position may request and the Superintendent shall provide written reasons for the denial. The reasons shall not be grievable.

D. When vacancies occur after April 1st of the school year, a replacement teacher may be employed for the remainder of the school year with the understanding that a currently employed teacher who has applied for and hired for the posted position and who is qualified will be assigned to the above-mentioned position at the beginning of the following school year.

13.05 Involuntary Transfer and/or Assignment

A. In order to meet the staffing needs of the district, it may be necessary to transfer or reassign a teacher involuntarily. The Superintendent shall have final authority to

assign, or reassign, teachers which in his/her judgement shall best serve the interests of the district's educational program. Such transfers shall be made after the completion of the following procedures:

1. Member(s) of the instructional staff involved will be notified in writing at least 30 days prior to changes in teaching assignments.

2. The Superintendent or designee and involved teacher(s) will meet to discuss the reasons for the change of assignment. The teacher(s) involved may request MEA representative to be present during this meeting.

3. The principal and a teacher involuntarily transferred will cooperatively requisition (within the building budget) those materials deemed necessary for the teacher to effectively maintain the educational process within the scope of the course of study.

4. A teacher who is notified of an involuntary transfer will receive two (2) days at their per diem salary to prepare for the change in assignment.

B. In order to promote continuity in the educational process, the Superintendent will first post necessary changes for voluntary transfers.

C. Teacher(s) who have been involuntarily transferred shall have the opportunity to request reassignment to their former teaching assignment.

D. No bargaining unit member shall be involuntarily transferred or reassigned if there is an applicant for that position who has the necessary qualifications, and an additional employee will be hired.

E. Bargaining unit members being transferred shall be notified in written form and it will be discussed in private.

F. No bargaining unit member shall be involuntarily transferred or reassigned in an arbitrary or capricious manner.

G. Involuntary transfers of bargaining unit members shall not be as a result of discipline.

H. No transfer shall be implemented during a period of Reduction in Force that will negatively cause the layoff of a more senior teacher.

13.06 "Requested Teaching Assignment" Form

A. Requested teaching assignment forms shall be available to each teacher no later than February 28th of each year. A teacher wishing to be considered for a change of assignment for the following year may indicate his first (1st), second (2nd) and third (3rd) choice of grade level, subject and building assignment.

B. The teacher shall complete this form and return it to the Superintendent of schools within ten (10) work days of receipt of said forms.

C. The teachers will be informed when positions open he/she has requested become available, will be considered for them and will be informed when he/she is not chosen for the position.

13.07 Miscellaneous

A. When reassignments are necessary in grade PreK-5 due to student enrollment, the teachers at the affected grade level will meet with the principal and discuss any necessary transfer. If an agreement cannot be reached, the reassignment will be made through the involuntary transfer procedure above.

B. No vacancy notices shall be posted during a period of Reduction in Force (RIF), if any bargaining unit member affected by the RIF is a certified/licensed for the position.

C. No transfer shall be implemented during a period of RIF that will cause the layoff of a more senior employee.

D. No transfer shall be implemented during a period of RIF that will prevent the recall of an employee on layoff.

13.08 District Reorganization

A teacher whose assignment is changed from one building to another from one school year to the next as a result of a district reorganization shall be paid at the substitute rate for two (2) days at the beginning of the school year for packing, unpacking and set up. A district reorganization occurs when a building is closed or one or more grade levels are moved from one building to another.

ARTICLE 14
REDUCTION IN FORCE

14.01 Definition of RIF

A reduction in force (RIF) shall have occurred when the Board suspends a current teaching contract for the purpose of reducing or eliminating positions.

14.02 Reasons for RIF

A reasonable reduction in force may occur for only the following reasons:

A. An overall decline in the enrollment in the three (3) years immediately preceding a planned reduction in force

B. Return to duty of regular teachers from a leave of absence

C. Suspension of schools

D. Territorial changes affecting the District

E. Financial reasons may be utilized under the following circumstances:

1. For any bargaining unit member hired after 6/1/90

2. If the expenditures for salaries and fringe benefits exceeds 84.5% of the year-to-date expenditures for the current fiscal year as of April 30, staff may be reduced for the upcoming fiscal year only to the point that said reduction assists in reducing salary and fringe benefit costs to the 84.5% figure. Once at that point (84.5%), no additional reductions may occur.

F. Elimination or change in program upon one year's advance notice to the teacher and, if the teacher is not certified/licensed for another teaching assignment, positive assistance to the teacher during that year to help him/her obtain a license in a different teaching field.

14.03 Notification of Anticipated RIF

A. If the Board determines a RIF may occur, the employer shall notify the Association in writing no later than May 10th prior to the school year date the RIF is to be implemented for reasons 14.02 (A, B, C, E) above. The notification shall include the reason(s) for the RIF, the position(s) to be reduced or eliminated, the name(s) of the employee(s) to be affected, the date of employer action to implement the RIF, and the effective date of the RIF.

B. If the RIF is for item 14.02 (D) above, the Board may reduce staff within ten (10) work days following the exhaustion of all legal remedies regarding a legal decision on a territorial change affecting the district.

C. The employer shall develop and provide the Association with a RIF list of potentially affected employees which shall be based on the seniority list. The Board shall supply an updated seniority list at the same time of notification of intent to RIF is given.

D. Within ten (10) days of receipt of the notification, representatives of the employer and the Association shall meet to review the proposed RIF. If the Association disagrees with the reason(s) for or implementation of the proposed RIF, the Association may demand the matter be submitted to expedited arbitration, in accordance with the Expedited Rules of the American Arbitration Association (AAA).

14.04 Implementation

A. For the purpose of a reduction in force, all teachers who are rated developing, skilled, or accomplished, shall be treated as equal and reduction in force shall be based solely

on seniority. Ineffective teachers can be included in the reduction in force regardless of seniority.

B. In determining the position(s) to be reduced, eliminated or not filled the following sequence shall be used:

1. Position(s) vacated as a result of voluntary resignation, retirement, or death will not be filled.

2. Non-tenured teachers holding temporary certification will be first ones suspended, based on seniority and comparable evaluations as set forth in Section A above.

3. Teachers who are Resident Educators shall be the next ones suspended, based on seniority and comparable evaluations as set forth in Section A above.

4. Fully certified limited contracts teachers shall be suspended next, based upon seniority and comparable evaluations as set forth in Section A above.

5. Continuing contract teachers shall be the last persons suspended, based upon seniority and comparable evaluations as set forth in Section A above.

C. During the implementation of RIF, no reassignment, transfer, or reclassification shall occur that will cause a more senior employee to be laid off before a less senior employee.

D. Layoff shall occur by suspension of contract. The limited contract of an affected employee that expires prior to the effective date of RIF shall be renewed and then suspended to implement layoff.

E. An employee shall be notified no later than June 1st prior to the school year in which the RIF is to be implemented for reasons 14.02 (A, B, C, E) above. For reason 14.02 (D) above, notification shall be ten (10) work days prior to RIF implementation. The notice shall state the reason for RIF, the effective date of contract suspension, and the date of the employer's action to implement the RIF.

14.05 Seniority

A. Seniority Defined

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

1. Teachers on a continuing contract will supersede others in seniority.

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

3. Seniority shall accrue for all time an employee is on active pay status or is receiving Workers' Compensation benefits.

4. 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.

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

6. Part-time employees shall accrue seniority pro-rated against the minimal full-time standard as defined by this Agreement.

7. No employee shall accrue more than one (1) year of seniority in any work year.

B. Equal Seniority

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

2. Ties in seniority shall be broken in the following order to determine the most senior employee:

   a. The employee with the first day worked, then

   b. The employee with the earliest date of employment (date of hire), then
   c. Previous bargaining unit employment in the district, then

   d. By lottery, with the most senior employee being the one whose name is drawn first, etc. This procedure shall be implemented in the presence of a designated Union representative.

C. Posting of the Seniority List

The seniority list shall be posted once annually, by October 1st of each work year. The employer shall prepare and email to all bargaining unit members or post on the designated bulletin board in each building/work site a seniority list indicating, by area of certification, license, or entry-level requirement, the first day worked, the date of employer resolution to hire, and the contract status (limited or continuing) of each employee. Said list shall be provided to the Association President on or before the date of posting.

1. The names of employees on the seniority list shall appear in seniority rank order within areas of certification, license, or entry-level requirement, with the name of the most senior employee appearing at the top of the listing and the name of the least senior employee appearing at the bottom of the listing. The employees listed in Category 1 and Category 2 will be available upon request.

2. The names of employees who are certified, licensed, or otherwise minimally qualified in more than one (1) area shall be included on the listing for all areas of certification, license, or entry level requirement.

3. The names of part-time employees shall appear on the seniority list but shall be listed separately from the names of full-time employees.

D. Correction of Inaccuracies

Each employee shall have a period of fifteen (15) days after posting of the seniority list in which to advise the employer or its agents in writing of any inaccuracies which affect his/her seniority. The employer or its agents shall investigate all reported inaccuracies and make such adjustments as may be in order and post the updated list immediately. No protest shall be considered after fifteen (15) days of the posting of the seniority list and the list shall be considered as final until the next posting.

14.06 Limitations

A. No new hire shall be employed in a bargaining unit position until all eligible laid-off employees have been offered such position.

B. No transfer, reassignment, or reclassification shall be made during a period of RIF that prevents the recall of an employee on layoff status.

C. No current, non-bargaining unit employee shall be assigned to fill a bargaining unit position while an eligible employee remains on layoff status.

D. Qualifications for a bargaining unit position shall not be upgraded to prevent the recall of a laid-off employee.

E. A teacher whose contract is determined to be suspended due to RIF may elect to displace a teacher who holds a lower position on a seniority list for another area of certification, provided:

1. He/she is certified or can be certified before the school year in which the RIF is effective.

2. He/she has taught in the other certification area within the last five (5) years, OR he/she agrees to take the equivalent of a three (3) hour semester course (non-correspondence) in the certification area during the next term or semester in which said course is offered at an accredited college university.

F. No teacher will be subject to a reduction in force, full-time or part-time, as the direct result of the use of electronic or long-distance courses.

14.07 Layoff Rights

An employee on layoff status shall have the following rights:

A. The right to continue receipt of group insurance coverage at the employee's expense.

B. The right to accumulate seniority credit during the period of layoff.

C. Credit for salary placement, upon recall, for the same or similar work performed while on layoff status.

D. The right to be notified by mail of all postings for bargaining unit positions.

E. The unchallenged right to unemployment compensation benefits when that employee has not been offered an equivalent bargaining unit position during layoff.

F. Additional certification, license, or entry-level requirements earned or reported while on layoff status shall be recognized for recall purposes, provided such information is filed with the employer prior to recall.

14.08 Recall Rights

A. A teacher whose name appears on the RIF list shall be offered re-employment when a position becomes available for which he/she is certified. Such teachers shall be recalled in descending order of seniority with continuing contract teachers being recalled first, and secondly, fully certified limited contract teachers. No new teachers shall be employed by the Board while there are teachers on the RIF who are certified for any opening of a teaching position. The recall list shall remain in effect for a period of two (2) years following the effective date of the RIF.

B. Teachers being recalled shall be notified by certified mail to the teacher's last known address and shall have fifteen (15) calendar days from the date of receipt to respond affirmatively. It shall be the teacher's responsibility to make appropriate arrangements for forwarding a receipt of mail if he/she will be away from his/her address for more than five (5) calendar days.

14.09 Termination of RIF

The RIF shall terminate when no employee remains on layoff status.

ARTICLE 15
SALARY AND PAYROLL MATTERS

15.01 Salary Schedule

1. All employees shall be paid according to the index salary schedule and related provisions of this Article.

2. An employee without a bachelor's degree shall be paid on the non-bachelor's degree column.

3. The base rate of salary schedule shall be at the Bachelor's Degree Column, Step 0.

3. Effective July 1, 2024, the base rate of $37,757 shall increase by 4%. Effective July 1, 2025, the base rate shall increase by 4%. Effective July 1, 2026, the base rate shall increase by 4% (See Schedules)

Salary Schedule Index

Step	NON-BA	BA	BA+150	MA	MA+15	MA+30
0	0.950	1.000	1.043	1.100	1.150	1.200
1	0.993	1.043	1.088	1.150	1.200	1.250
2	1.036	1.086	1.133	1.200	1.250	1.300
3	1.079	1.129	1.178	1.250	1.300	1.350
4	1.122	1.172	1.223	1.300	1.350	1.400
5	1.165	1.215	1.268	1.350	1.400	1.450
6	1.208	1.258	1.313	1.400	1.450	1.500
7	1.251	1.301	1.358	1.450	1.500	1.550
8	1.294	1.344	1.403	1.500	1.550	1.600
9	1.337	1.387	1.448	1.550	1.600	1.650
10	1.380	1.430	1.493	1.600	1.650	1.700
11	1.423	1.473	1.538	1.650	1.700	1.750
12	1.466	1.516	1.583	1.700	1.750	1.800
13	1.509	1.559	1.628	1.750	1.800	1.850
14	1.552	1.602	1.673	1.800	1.850	1.900
15	1.595	1.645	1.718	1.850	1.900	1.950
20	1.638	1.688	1.763	1.900	1.950	2.000
25	1.638	1.688 900)	1.763 (950)	1.900 (1,000)	1.950 (1,050)	2.000 (1,100)

Placement on the Schedule

A. An employee shall be placed on the salary schedule according to the employee's training and experience, for up to ten (10) years of experience (minimum of 120 actual days for one year).

B. An employee without a bachelor's degree will be paid on the non-bachelor's degree column.

D. An employee with a bachelor's degree shall be paid on the bachelor's degree column.

E. An employee with a bachelor's degree that has earned at least 150 semester hours of training or the quarter hour equivalent shall be placed on the 150 semester hour column.

The earning of 150 hours and a bachelor's degree shall be considered equal to this column. The hours may be graduate hours, undergraduate hours, or a combination of both.

F. An employee with a master's degree shall be paid on the master's degree column.

G. An employee who has earned fifteen (15) hours after earning a master's degree shall be paid on the MA+15 column.

H. An employee who has earned thirty (30) graduate semester hours after earning a master's degree shall be paid on the MA+30 column.

Recognized Placement Criteria

A. Any degree referred to above shall mean an earned degree from an accredited institution.

B. Three (3) quarter hours shall equal two (2) semester hours.

C. Upon initial hire, an employee shall be given up to five (5) years for active military service in the armed forces in the U.S.

D. One (1) year of teaching experience shall mean the employee has provided service for 120 days or more in any one (1) year.

Advancements on the Salary Schedule

A. Horizontal Advancement

1. An employee shall advance horizontally on the salary schedule by acquiring additional training.

2. An employee shall advance horizontally on the salary schedule when:

   a. Sufficient coursework or a higher degree is earned.
   b. Satisfactory evidence of such completion is provided to the Employer. Satisfactory evidence shall be an official transcript, or a letter of coursework completion issued by the appropriate institution or program.

3. Payment on the new column will commence the first (1st) pay of the year, provided the Employer has been provided satisfactory evidence on or before September 1.

4. Payment on the new column will commence the first (1st) pay after the Employer's receipt of satisfactory evidence with the following dates: December 31st, March 31st, if received by December 15th or March 15th.

B. Vertical Advancement

An employee shall advance vertically one (1) step on the salary schedule for each year of experience in the district.

Retired-Rehired Teachers

If the Board rehires a retiree, all Rehired Retirees initially employed after July 1, 2017, shall be placed on Experience Step 0 in the bachelor's degree column and shall remain at that step.

Grandfather Clause

Bargaining unit members whose annual salary previously was determined by the alternative compensation system will be placed at the vertical step on the salary schedule that corresponds to their years of experience as of July 1, 2017, in the horizontal column that corresponds to their additional training, as defined by this Article. In the event that a bargaining unit member's annual salary is greater than the top step of the schedule in the correct column, that member's pay shall remain at its current amount until such time as the top column step is equal to or greater than the member's 2016-2017 salary, at which time, the member will be placed on the top step of the column. Placement on the salary schedule shall not cause any bargaining unit member's annual salary to decrease.

15.02 Extended Service

A. Extended Service will be calculated by dividing the number of days in the regular contract year into the employee's regular salary and multiplying by the number of extended days of service.

B. Extended service shall be granted to individuals employed in the following positions:

High School Guidance #1	10 Days
High School Guidance #2	10Days
Middle School Guidance	10 Days
Band Director	21 Days
Elementary Guidance	10 Days as needed upon prior approval

C. Pay for extended duty shall be equally distributed with the teacher's regular salary throughout the entire year.

15.03 Supplemental Contracts

A. Service by members of the bargaining unit extending before or after such member's regular duty day and which is not part of the member's regular teaching duties shall be deemed supplemental duties and shall be set forth in a contract of one (1) year. Maysville bargaining unit members, or any employee determined by the Superintendent, can be placed on the appropriate salary step based upon experience.

B. All Head Coaches will receive supplemental contracts after Board approval.

1. Unless the Association has been informed that the Board is not intending to fill a head coaching position by the time pre-season activities begin, the head coach will assume he/she will be renewed and perform his/her duties.

C. A member of the bargaining unit offered a supplemental contract shall execute and return such contract to the Treasurer at such time as shall be indicated on said contract (not less than fifteen [15] calendar days from the date of issuance). Failure to execute and timely return of the contract as required herein shall constitute a resignation of such offer of employment.

D. At the bargaining unit member's option, supplemental pay will be paid after completion of the athletic regular season, event or activity. The supplemental will be paid in a separate direct deposit. The supplemental will be paid on the following dates: Fall Season – November 5th pay, Winter Season – March 5th pay, Spring Season – June 5th pay, and Summer Season – August 5th pay.

E. The Supplemental Salary schedule shall be effective July 1, each year, and shall affect all contracts for activities or athletic seasons that begin following that date.

F. Payment of supplemental contracts and withholding shall be in accordance with Internal Revenue Service requirements.

G. The Superintendent has the authority to add an additional, temporary supplemental position for any activity, based on number of participants. The temporary position will cease to exist following the conclusion of the season.

H. If the Board decides to continue a particular supplemental program at its grade level, the corresponding supplemental positions herein listed shall be filled and paid in accordance with the provisions of this Agreement.

I. No vacancy posting is required if the Board intends to fill a supplemental position with the same bargaining unit member who held the position during the prior year. However, in the event that this bargaining unit member is not hired for or does not fill the position, all provisions of this Agreement regarding the posting and filling of vacancies must then be followed.

J. A committee shall meet as necessary by mutual agreement of the Association and Administration to study supplemental job descriptions and pay. This committee shall be composed of a minimum of two (2) Association members and not to exceed four (4), chosen by the Association President, and a minimum of two (2) administrators and not to exceed four (4). The committee shall report its findings and make recommendations to the Association and the Board prior to the expiration of the negotiated Agreement.

K. Contracts for supplemental positions will be offered to persons outside the bargaining unit only after the positions have been posted among bargaining unit members.

L. The Superintendent will have the authority to place a new head coach on the supplemental salary schedule at an amount not less than the base and to not exceed the cap.

M. Head coaches will be guaranteed coverage for the "Senior Luncheon" held each spring, regardless of the amount of teachers out of the building.

N. Any coach needing to leave before the end of their contracted day, due to transportation to an athletic event, will be given professional leave.

O. The supplemental will increase for each subsequent year by an amount equal to the annual base increase.

P. Any bargaining unit member who is a retire rehire, hired by the Board, will continue at an amount not less than the current supplemental salary position they hold.

Q. Supplemental contract payments will be prorated if a bargaining unit member does not fulfill the contract in its entirety. Except in instances of maternity leave or hardship as determined by the Superintendent, the Board will not be obligated to make payments if a member fails or refuses to perform supplemental duties. Forced cancellation of activities is excluded from this provision. However, the Association President and the Superintendent shall agree upon an appropriate percentage to be paid to the bargaining unit member if there is a forced cancellation of activities.)

15.04 Supplemental Salary Schedule

Grandfather clause: No currently contracted supplemental employee shall make less than their current salary for the same supplemental position in moved categories; those who move up a category will receive annual increases that will equal the annual base percentage salary increase.

Note – only incumbent coaches/supplemental contract holders will receive annual increases that will equal the annual base increase.

Class I: Base: $5850	**Cap: $7,300**
Basketball – Head (boys)	1
Basketball – Head (girls)	1
Football – Head	1
Band – Director	1

Class II: Base: $4000	**Cap: $5,400**
Wrestling – Head	1
Volleyball – Head	1

Golf	1
Soccer – Head (boys)	1
Soccer – Head (girls)	1
Baseball – Head	1
Softball – Head (Moved from Class III)	1
Track – Head (boys) (Moved from Class III)	1
Track – Head (girls) (Moved from Class III)	1

Class III: Base $3285	Cap: $4500
Cross Country	1
Band Assistant	2
Basketball – Reserve (boys)	1
Basketball – Reserve (girls)	1
Basketball Var. Asst-(boys)	1
Basketball Var. Asst-(girls)	1
Football Assistant	6

Class IV: Base: $2700	Cap: $3,360
Music Vocal (secondary)	1
Cheerleader (Fall) – Head	1
Cheerleader (Winter) – Head	1
Wrestling – Var. Asst.	1
Volleyball Reserve	1
Volleyball – Varsity Asst.	1
Bowling Head	

Class V: Base: $2400	**Cap: $3,100**
Basketball 7,8, or 9 (boys)	3
Basketball 7,8, or 9 (girls)	3
Football – MS	4
Reserve Baseball	1
Reserve Softball	1
Yearbook (HS)	1

Class VI: Base: $2050	**Cap: $2,700**
Wrestling – MS	2

Soccer – Asst. (boys)	2
Soccer – Asst. (girls)	**2**

Class VII: Base: $1800	**Cap: $2,425**
Baseball – Asst.	1
Softball – Asst.	1
Cross Country – Asst.	1
Volleyball 7,8 or 9	3
Cheerleader Reserve (Fall)	1
Cheerleader Reserve (Winter)	1
Cheerleader MS (Fall)	1
Cheerleader MS (Winter)	1
Bowling – Asst.	1
Track MS	3
Track HS	2

Class VIII: Base: $1200	**Cap: $1,850**
Music – Elem. After School	2
Quiz Team	1
Golf – Asst.	1
Play – HS	1
Musical- (6-12)	2
Baseball-Reserve Asst.	1
Softball-Reserve Ass.	1
Class IX: Base: $850	**Cap: $1,500**
Football Summer Fitness	1
Football Winter Fitness	1
Basketball Fall Fitness (boys)	1
Basketball Fall Fitness (girls)	1
Basketball Summer Fitness (boys)	1
Basketball Summer Fitness (girls)	1
Volleyball Summer Fitness	1
Play – MS	1
Yearbook – MS	1
Baseball – Reserve Asst.	1
Softball – Reserve Asst.	1
Soccer Summer Fitness (boys)	1
Soccer Summer Fitness (girls)	1

Class X: Base: $700	Cap $1,350
Jr. Class Advisor (Prom)	1
Sr. Class Advisor	1
Winter "Pep Band" Advisor	1
Football Equipment Manager	1
National Honor Society	1
Class Advisor – MS	3
Class Advisor – 9, 10	2
Club – French	1
Club – Future Teachers	1
Club – Key Club	1
Club – SADD	1
Club – Spanish	1
Club – Ski/Adventure Club	1
Student Council – HS	1
Yearbook (MES)	1
Club – Interact	1
Spelling Bee	2
Department Chair – HS	6

Class XI: Amount: $250	
Volunteer Coach	$250

Detention Supervisor(s): Those who volunteer for assignment shall be paid at the Supervisor hourly rate.

Supervisor Hourly Rate: $20.00 Supervisor examples include, but are not limited to: After School Detention, Saturday School and duties outside the school day.

Instructional Hourly Rate: $30.00 Instructional examples must be approved instructional programs.

15.05 Professional Growth

A. Teachers will be compensated for attaining additional college credit provided that the following provisions are met:

1. Paid registration receipts must accompany the application, attached at the end of this article.

2. An official transcript or certificate of completion from an accredited four-year college or university, or from the sponsoring organization, affirming successful course completion has been received by the District Treasurer.

3. Credits were earned from an accredited four-year college or university which grants the bachelor's degree.

4. The courses completed are education courses or subject related courses.

5. The teacher must complete the next year as an employee of the District. If the teacher fails to satisfy this obligation by accepting employment elsewhere, the amount reimbursed must be returned to the District.

B. Compensation shall be reimbursed for actual cost up to $750.00. Paid registration receipts must accompany the application. Applications for coursework completed during any fiscal year must be submitted to the Treasurer no later than November 1st of the following fiscal year in order to be reimbursed under this Article.

15.06 Retirement Severance Pay

A. Retirement severance will be paid to each employee retiring from the Maysville School District at a per diem rate, exclusive of supplemental pay, of the annual salary at the time of retirement and after ten (10) years of service in the District.

B. Eligible days for retirement severance pay shall be one-fourth (1/4) of accumulated unused sick leave to a maximum of sixty-two (62) days.

C. To qualify for retirement severance pay, an employee shall:

1. Retire form the school system by submitting a written statement of the retirement notice to the Superintendent.

2. Provide the Treasurer of the Board evidence from the retirement system that substantiates employee's eligibility for disability or service retirement as of the last day of employment.

3. After the Board accepts the resignation, the employee must provide to the Treasurer of the Board, a statement that items #1 and #2 above have been completed and severance payment is requested by February 1st of the next calendar year. Failure to request payment within this time period waives the employee's rights to severance pay.

4. A teacher may retire only once. Payment of severance shall eliminate all obligations of the employer/employee at the time of retirement from any further payment or restoration of unused sick leave.

5. The above referenced severance pay shall be payable to the family or estate of any teacher who dies while said teacher was still in the employ of Maysville Local Schools.

6. For purposes of this Article, "retirement" means retirement under State Teacher's Retirement System (STRS).

7. Severance pay shall be made in one (1) payment and shall be made only after the retiree receives the first monthly retirement check from STRS.

8. Severance will be paid in December of the current calendar year or January of the following calendar year following retirement.

15.07 STRS Pick-Up Utilizing Salary Reduction Method

A. The Board of Education of the Maysville Local School District herewith agrees with the Maysville Education Association to pick up utilizing the salary reduction method contributions to the State Teacher's Retirement System paid upon behalf of the employees, at no cost to the Board, in the bargaining unit under the following terms and conditions:

1. The amount to be "picked up" on behalf of each employee shall be the employee's share, as determined by STRS, of the employee's gross annual compensation. The employee's annual compensation shall be reduced by an amount equal to the amount "picked up" by the Board for the purpose of State and Federal tax only.

2. Shall be uniformly applied to all members of the bargaining unit.

3. The pick-up shall continue with the effective date of this contract and shall apply to all compensation including supplemental earnings thereafter.

4. The employee's gross annual compensation shall include all paid leaves including sick leave, personal leave, severance and supplemental including unemployment, and workers' compensation shall be based on the employee's daily gross pay divided by the number of days in a teacher's contract.

B. Each teacher will be responsible for compliance with Internal Revenue Service salary exclusion allowance regulations with respect to the "pick-up" in combination with other tax deferred compensation plans.

C. If the foregoing "pick-up" provisions are nullified by subsequent Internal Revenue Service rulings, Ohio Attorney General opinion or other governing regulations, the Board will be held harmless and this Article of the Agreement shall be declared null and void.

ARTICLE 16
GROUP INSURANCE

16.01 Insurance

The Board selects all insurance carriers.

16.02 Group Life Insurance

A. Maysville Local Board of Education will provide $25,000 group life The insurance for each full-time employee of the District from a licensed carrier in the State of Ohio, which is to be one hundred percent (100%) paid by the Board. If allowed by the carrier, the employee may purchase additional coverage at the group rate through payroll deduction at the employee's expense.

B. An employee who leaves the system will no longer be covered for insurance after his/her resignation becomes effective.

C. The specifications of any life insurance plan will not be changed for the duration of the contract from the specifications in effect at the beginning of this contract, unless mutually agreed upon by the Board and the Association.

16.03 Premium Allocation

A. The Board shall pay the premium for the below listed coverages at these levels: 85% of single premium of Tier 1 Sections 16.04, 16.07, and 16.08; 80% of the family premium of Tier 1 for Sections 16.04, 16.07, and 16.08 regardless of which Tier the employee chooses.

B. Those employees whose spouses work for the Maysville Local Board of Education and have no insurance dependents shall receive two (2) single plans of Section C-F at no cost in premium.

16.04 Health Insurance

A. The Board shall purchase basic group health insurance coverage from an insurance carrier licensed by the State of Ohio.

B. An employee who leaves the system will no longer be covered for insurance after his/her resignation becomes effective. However, the Budget Reconciliation Act of 1985 (COBRA) requires employers with group health plans to offer employees the opportunity to continue temporarily their group health care coverage under their employer's plan if their coverage otherwise would cease due to change in employment status (referred to as "qualifying events").

C. The specifications of any insurance plan will not be changed for the duration of the contract from those specifications in effect at the beginning of this contract, unless mutually agreed upon by the Board and the Association.

D. The Board shall provide a group health benefits plan, including the basic hospitalization/surgical and major medical insurance for each employee and his/her family or dependents upon request. The plan shall include the following:

1. The annual deductible shall be $500 per person / $1,000 for a family for Tier 1, $1,000 per person / $2,000 for a family for Tier 2, $1,500 per person / $3,000 per family for Tier 3, covering major medical, hospital and surgical expenses.

2. The major medical coverage shall have co-insurance paid by the employee of 20% out-of-network and 10% in-network (Tier 1) and 30% out-of-network and 20% in-network (Tiers 2 and 3**)** after the annual deductible of the first (1st) $5,000 eligible expenses per individual / $10,000 eligible expenses per family.

3. The Board will comply with the Affordable Care Act (ACA) reforms that require all co-payments must be included in the out-of-pocket costs. These co-payments will be included in the Federal MOOP guideline levels as adjusted by the Federal Government.

16.05 Insurance Opt-Out

A full-time teacher who is eligible for family medical coverage (medical, drug, dental and vision) elects to enroll in family medical coverage elsewhere and who remains off the District's insurance for twelve (12) months shall be paid a lump sum of twenty-five hundred dollars ($2500.00). That full-time teacher shall be paid an additional twenty-five hundred dollars ($2500.00) for each twelve (12) months thereafter that such employee stays off the District's insurance. A full-time teacher who remains off the District's family medical insurance for twelve (12) months shall receive a lump sum payment of two thousand dollars ($2000.00) on the same terms above. Normal rules for changing enrollment due to death or change in family status will apply, but re-enrollment will disqualify the teacher from lump sum payment for that twelve (12) month period. This paragraph shall be treated as part of the District's "cafeteria plan" under Internal Revenue Code Section 125 and shall be subject to all "cafeteria plan" requirements. This amount will be pro-rated monthly if the employee is not employed for a full twelve (12) month period.

Teachers who want to receive the opt-out payment must provide reasonable evidence that they and their dependents have or will have minimum essential healthcare insurance through some source other than the individual market, state marketplace, or federal marketplace. Those receiving coverage through individual market, state marketplace, or federal marketplace will not be eligible for the opt-out payment.

16.06 Prescription Drug Insurance

A. The Board shall provide group prescription drug coverage from a carrier licensed by the state of Ohio. This prescription drug coverage is part of the basic group health insurance coverage as outlined in Section 16.04

B. For an employee who leaves the system, he/she will no longer be covered by insurance when the resignation becomes effective.

C. The specifications of any prescription drug plan will not be changed for the duration of the contract from those specifications in effect at the beginning of this contract, unless mutually agreed upon by the Board and the Association.

D. The deductible shall be five dollars ($5.00) for generic and twenty-five dollars ($25.00) for brand name.

E. The Board may increase the deductible and/or add a co-pay.

16.07 Dental Insurance

A. The Board shall purchase group dental insurance coverage from a carrier licensed by the state of Ohio.

B. For an employee who leaves the system, he/she will no longer be covered by insurance when the resignation becomes effective.

C. The specifications of any dental plan will not be changed for the duration of the contract from those specifications in effect at the beginning of this contract unless mutually agreed upon by the Board and the Association.

16.08 Vision Insurance

A. The Board shall provide group vision insurance coverage from a carrier licensed in the State of Ohio.

B. For an employee who leaves the system, he/she will no longer be covered by the insurance when the resignation becomes effective.

C. The specifications of any vision plan will not be changed for the duration of the contract from those specifications in effect at the beginning of this contract unless mutually agreed upon by the Board and the Association.

Vision Coverage shall include:	
Eye Exam (One per 12-month period)	$125.00 Maximum Amount
Lenses (Per Pair) – Limited to two lenses per 12-month period	
Single Vision	$125.00Maximum Amount
Bi-Focal	$125. 00Maximum Amount
Tri-Focal / Progressives	$175.00 Maximum Amount

Lenticular	$175.00Maximum Amount
Frames (One set per 12-month period)	$150.00 Maximum Amount
Contact Lenses	
Medically Necessary	$250.00 Maximum Amount
Insured's Request	$150.00 Maximum Amount

16.09 Flexible Spending Account

The Board shall establish, in compliance with applicable laws, Flexible Spending Accounts (FSA) by means of which employees may pay with pre-tax dollars that part of the monthly health insurance premium cost not covered by insurance.

16.10 Insurance Committees

An Insurance Committee shall be formed to monitor the usage and rates of the current plans, develop and disseminate consumer information regarding the insurance plans to bargaining unit members and to address problems or concerns regarding the plans. This committee shall consist of three (3) teachers appointed by the Association President and three (3) administrators appointed by the Superintendent. Meetings of this committee may be called by either the Superintendent or the President of the Association up to six (6) per year. Findings of this committee will be reported in writing to the Superintendent and the Association President.

16.11 Specifications

The specifications for each of the above types of insurance will not be changed for the duration of the contract from those specifications in effect at the beginning of this contract, unless mutually agreed upon by the Board and the Association.

A. A copy of the employee benefits plan shall be available in the Administration Offices.

ARTICLE 17
DURATION OF AGREEMENT

17.01 Distribution of Agreement

Copies of this agreement shall be reproduced and distributed by the Board to all teachers now and subsequently employed during the term of this contract. This Agreement shall be added to the packet given to all new teachers. Cost is to be borne equally by the Board and the Association. Printing arrangements will be agreed upon and made by the Association President and Superintendent within sixty (60) days of signing of this Agreement.

17.02 Entire Agreement Clause

A. These policies will not be modified in whole or in part by the parties except by an instrument, in writing, duly acceptable by both parties, and no departure from any provision of this statement of policies by either party or by their officers, agents, or

representatives or by members of the negotiation unit, shall be construed to constitute waiver of the right to enforce such provisions.

17.03 Severability

This Agreement supersedes and prevails over all statutes of the State of Ohio (except specifically set forth in Section 4117.10 (A), Revised Code). However, should 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 Agreement shall remain in full force and effect.

17.04 Duration

This contract shall be effective at 12:01 a.m., of July 1, 2024, and shall continue in full force and effect until 11:59 p.m., June 30, 2027.

FOR THE BOARD

Superintendent

Treasurer

12-19-2023
Date

FOR THE ASSOCIATION

Association President

Association Secretary

12/20/23
Date

Appendix A

Step		Bachelors		BA+150		Masters		MA+15		MA+30		Non -BA
	FY 2024-2025											FY 2024-2025
				Base		39,267	4%				Base	39,267
0	1.000	39,267	1.043	40,955	1.100	43,194	1.150	45,157	1.200	47,120	0.950	37,304
1	1.043	40,955	1.088	42,722	1.150	45,157	1.200	47,120	1.250	49,084	0.993	38,992
2	1.086	42,644	1.133	44,490	1.200	47,120	1.250	49,084	1.300	51,047	1.036	40,681
3	1.129	44,332	1.178	46,257	1.250	49,084	1.300	51,047	1.350	53,010	1.079	42,369
4	1.172	46,021	1.223	48,024	1.300	51,047	1.350	53,010	1.400	54,974	1.122	44,058
5	1.215	47,709	1.268	49,791	1.350	53,010	1.400	54,974	1.450	56,937	1.165	45,746
6	1.258	49,398	1.313	51,558	1.400	54,974	1.450	56,937	1.500	58,901	1.208	47,435
7	1.301	51,086	1.358	53,325	1.450	56,937	1.500	58,901	1.550	60,864	1.251	49,123
8	1.344	52,775	1.403	55,092	1.500	58,901	1.550	60,864	1.600	62,827	1.294	50,811
9	1.387	54,463	1.448	56,859	1.550	60,864	1.600	62,827	1.650	64,791	1.337	52,500
10	1.430	56,152	1.493	58,626	1.600	62,827	1.650	64,791	1.700	66,754	1.380	54,188
11	1.473	57,840	1.538	60,393	1.650	64,791	1.700	66,754	1.750	68,717	1.423	55,877
12	1.516	59,529	1.583	62,160	1.700	66,754	1.750	68,717	1.800	70,681	1.466	57,565
13	1.559	61,217	1.628	63,927	1.750	68,717	1.800	70,681	1.850	72,644	1.509	59,254
14	1.602	62,906	1.673	65,694	1.800	70,681	1.850	72,644	1.900	74,607	1.552	60,942
15	1.645	64,594	1.718	67,461	1.850	72,644	1.900	74,607	1.950	76,571	1.595	62,631
20	1.688	66,283	1.763	69,228	1.900	74,607	1.950	76,571	2.000	78,534	1.638	64,319
25	1.688	67,183	1.763	70,178	1.900	75,607	1.950	77,621	2.000	79,634	1.638	65,219

Step		Bachelors		BA+150		Masters		MA+15		MA+30		Non -BA
	FY 2025-2026											FY 2025-2026
				Base		40,838	4%				Base	40,838
0	1.000	40,838	1.043	42,594	1.100	44,922	1.150	46,964	1.200	49,006	0.950	38,796
1	1.043	42,594	1.088	44,432	1.150	46,964	1.200	49,006	1.250	51,048	0.993	40,552
2	1.086	44,350	1.133	46,269	1.200	49,006	1.250	51,048	1.300	53,089	1.036	42,308
3	1.129	46,106	1.178	48,107	1.250	51,048	1.300	53,089	1.350	55,131	1.079	44,064
4	1.172	47,862	1.223	49,945	1.300	53,089	1.350	55,131	1.400	57,173	1.122	45,820
5	1.215	49,618	1.268	51,783	1.350	55,131	1.400	57,173	1.450	59,215	1.165	47,576
6	1.258	51,374	1.313	53,620	1.400	57,173	1.450	59,215	1.500	61,257	1.208	49,332
7	1.301	53,130	1.358	55,458	1.450	59,215	1.500	61,257	1.550	63,299	1.251	51,088
8	1.344	54,886	1.403	57,296	1.500	61,257	1.550	63,299	1.600	65,341	1.294	52,844
9	1.387	56,642	1.448	59,133	1.550	63,299	1.600	65,341	1.650	67,383	1.337	54,600
10	1.430	58,398	1.493	60,971	1.600	65,341	1.650	67,383	1.700	69,425	1.380	56,356
11	1.473	60,154	1.538	62,809	1.650	67,383	1.700	69,425	1.750	71,467	1.423	58,112
12	1.516	61,910	1.583	64,647	1.700	69,425	1.750	71,467	1.800	73,508	1.466	59,869
13	1.559	63,666	1.628	66,484	1.750	71,467	1.800	73,508	1.850	75,550	1.509	61,625
14	1.602	65,422	1.673	68,322	1.800	73,508	1.850	75,550	1.900	77,592	1.552	63,381
15	1.645	67,179	1.718	70,160	1.850	75,550	1.900	77,592	1.950	79,634	1.595	65,137
20	1.688	68,935	1.763	71,997	1.900	77,592	1.950	79,634	2.000	81,676	1.638	66,893
25	1.688	69,835	1.763	72,947	1.900	78,592	1.950	80,684	2.000	82,776	1.638	67,793

Step		Bachelors		BA+150		Masters		MA+15		MA+30		Non -BA
	FY 2026-2027											FY 2026-2027
				Base		42,472	4%				Base	42,472
0	1.000	42,472	1.043	44,298	1.100	46,719	1.150	48,843	1.200	50,966	0.950	40,348
1	1.043	44,298	1.088	46,210	1.150	48,843	1.200	50,966	1.250	53,090	0.993	42,175
2	1.086	46,125	1.133	48,121	1.200	50,966	1.250	53,090	1.300	55,214	1.036	44,001
3	1.129	47,951	1.178	50,032	1.250	53,090	1.300	55,214	1.350	57,337	1.079	45,827
4	1.172	49,777	1.223	51,943	1.300	55,214	1.350	57,337	1.400	59,461	1.122	47,654
5	1.215	51,603	1.268	53,854	1.350	57,337	1.400	59,461	1.450	61,584	1.165	49,480
6	1.258	53,430	1.313	55,766	1.400	59,461	1.450	61,584	1.500	63,708	1.208	51,306
7	1.301	55,256	1.358	57,677	1.450	61,584	1.500	63,708	1.550	65,832	1.251	53,132
8	1.344	57,082	1.403	59,588	1.500	63,708	1.550	65,832	1.600	67,955	1.294	54,959
9	1.387	58,909	1.448	61,499	1.550	65,832	1.600	67,955	1.650	70,079	1.337	56,785
10	1.430	60,735	1.493	63,411	1.600	67,955	1.650	70,079	1.700	72,202	1.380	58,611
11	1.473	62,561	1.538	65,322	1.650	70,079	1.700	72,202	1.750	74,326	1.423	60,438
12	1.516	64,388	1.583	67,233	1.700	72,202	1.750	74,326	1.800	76,450	1.466	62,264
13	1.559	66,214	1.628	69,144	1.750	74,326	1.800	76,450	1.850	78,573	1.509	64,090
14	1.602	68,040	1.673	71,056	1.800	76,450	1.850	78,573	1.900	80,697	1.552	65,917
15	1.645	69,866	1.718	72,967	1.850	78,573	1.900	80,697	1.950	82,820	1.595	67,743
20	1.688	71,693	1.763	74,878	1.900	80,697	1.950	82,820	2.000	84,944	1.638	69,569
25	1.688	72,593	1.763	75,828	1.900	81,697	1.950	83,870	2.000	86,044	1.638	70,469

APPENDIX B

Maysville Local School District
Public Complaint Form

The following form shall compliment the current procedure in Article 12.

STAFF MEMBER, POLICY OR PROCEDURE INVOLVED:

_____

_____

PERSON FILING COMPLAINT _____ DATE _____

NATURE OF COMPLAINT: (Give dates, facts, adverse affects of matter and action complainant requests to be taken.)

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

APPENDIX C

Maysville Local School District
Professional Growth

School Year: _____ Date: _____

To: _____

Building: _____

We have received your application for a request for Professional Growth through additional college credit hours.

_____ It appears that the courses listed on your application qualify for reimbursement. It is your responsibility to meet all the requirements of Article 15.05, Professional Growth.

_____ The following courses listed on your application are not considered to be in your assigned field.

_____ Your application does not qualify for reimbursement.

_____

_____

We would like to remind you that an official transcript or grade sheet for the college courses applied for, showing you have satisfactorily completed the course(s), must be on file in the Superintendent's Office before your application can be considered for reimbursement. Proof of tuition payment must accompany grade information.

Failure to meet all requirements set forth in Article 15.05, deems approval null and void.

Application for Professional Growth
Through College Credit Hours

Name: _____ Date of Request: _____

Address: _____

PRESENT ASSIGNMENT

School: _____ Grade, Subject, Other_____

DEGREE INFORMATION

Undergraduate Degree: _____ College or University:_____

Number of graduate hours completed to date: _____

Since June 1:_____

COURSEWORK FOR WHICH REQUEST IS MADE

College or University: _____

Dates of Attendance: _____

TITLE(S) OF COURSE(S) TO BE COMPLETED	CREDIT HOURS	FEES CHARGED

Payment will be made in accordance with Article 14, Section B of the Negotiated Agreement. Request for payment must include: official transcript or grade sheet, copy of invoice from college indicating payment amount.

Maximum reimbursement per school year is set by Article 14**.**

DO NOT WRITE BELOW THIS LINE

Coursework was satisfactorily completed and was in applicant's assigned field.

Official transcript is on file in Superintendent's office: _____ YES _____ NO

Number of Approved credit hours completed: _____

Amount approved for payment: $_____

_____Approved _____Disapproved

_____ _____

Superintendent of Schools Date