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COLLECTIVE BARGAINING AGREEMENT

between the

MADISON EDUCATION ASSOCIATION

and the

MADISON LOCAL BOARD OF EDUCATION

JULY 1, 2025 – JUNE 30, 2028

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ARTICLE I - RECOGNITION

1.1. Recognition of the Association

The Madison Local School District Board of Education, hereinafter referred to as the "Board," recognizes the Madison Education Association, an affiliate of the Ohio Education Association and the National Education Association, hereinafter referred to as the "Association," as the exclusive and sole professional negotiations representative for all regularly employed certificated employees of the District both full and part time excluding all administrative staff and/or supervisory employees who have the administrative authority to employ, evaluate, transfer, assign, discipline, or discharge members of this bargaining unit.

1.2. Recognition of the Board

The Association recognizes the Board as the duly elected body charged with the establishment of policy on public education in the Madison Local School District and as the employer of all personnel of the school system under state law. The Association further recognizes that the Board has the sole responsibility for the management and control of all the public schools of whatever name or character in the District and is specifically delegated with the responsibility of making the rules and regulations by which the District will be governed as provided by Ohio Revised Code (O.R.C.) § 3313.30 and 3313.47, and except as may be limited by this Agreement and the duty to bargain in good faith under O.R.C. § 4117, the Board retains the following enumerated rights:

1.2.1. To determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the Madison Local School District, standards of services, the Board's overall budget, utilization of technology, and organizational structure;

1.2.2. To direct, supervise, evaluate, or hire employees;

1.2.3. To maintain and improve the efficiency and effectiveness of the Madison Local School District;

1.2.4. To determine the overall methods, process, means, or personnel by which the operations of the Madison Local School District are to be conducted;

1.2.5. To suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees;

1.2.6. To determine the adequacy of the work force;

1.2.7. To determine the overall mission of the Madison Local School District;

1.2.8. To effectively manage the work force;

1.2.9. To take actions to carry out the mission of the Madison Local School District.

ARTICLE II - DEFINITIONS

2.1. Bargaining Unit Work

"Bargaining unit work" shall mean non-administrative work for which a teaching certificate is required.

2.2. Days

"Days," shall mean school/work days, except during the summer break period, when days shall mean calendar days, excluding weekends and legal holidays.

2.3. Good Faith

"Good faith" shall mean the willingness to consider, propose, make concessions, and counter-proposals in an effort to reach a mutually-agreed position on matters which are negotiable. The unwillingness of one or the other party to change its position shall not constitute bad faith.

2.4. Full-time Member

"Full-time member" shall mean one employed under a regular teacher's contract who is employed to work the full school day each day of the school year.

2.5. Part-time Member

"Part-time member" shall mean one employed under a regular teacher's contract who is employed to work less than the full school day and/or less than each day of the school year.

2.6. Party

"Party" shall mean the Association's and the Boards' appointed members of the negotiating team.

2.7. Schools

The District has three schools: an elementary school; a middle school; and a high school. For purposes of this Agreement, teachers working in grades pre-kindergarten through 5 are elementary school teachers, teachers working in grades 6 through 8 are middle school teachers, and teachers working in grades 9 through 12 are high school teachers.

ARTICLE III- PROFESSIONAL NEGOTIATIONS PROCEDURES

3.1. Contrary to Law

3.1.1. If any provision of this Agreement shall be found to be contrary to law, then that provision shall be deemed invalid except to the extent permitted by law, but all other provisions hereof shall continue in full force and effect for the term of the Agreement.

3.1.2. Any Section of this Agreement found to be invalid shall be renegotiated. Negotiations on such Section only shall commence within fifteen (15) days of the determination that the provision is invalid.

3.2. in-Term Bargaining

Any bargaining which takes place during the term of this Agreement, either through a mutually agreed upon reopener or as may be required by law, shall be in conformity with procedures set forth in this Article and in accordance with O.R.C. § 4117.08. Negotiations shall be in conformance to the procedures set forth below.

3.3. Procedures

3.3.1. Initiating Negotiations

Either party may initiate negotiations for a successor agreement by serving a letter of intent to begin negotiations on the other party no later than March 1 of the year in which the Agreement expires. The Board shall direct its letter to the President of the Association. The Association shall direct its letter to the Superintendent.

The parties shall select a mutually agreeable time to meet to exchange initial proposals, or issues if the Interest Based Bargaining Process is used, but in no event shall the meeting take place more than fifteen (15) days after the service of the letter of intent to initiate negotiations unless the parties mutually agree otherwise.

3.3.2. Exchanging of Proposals

At the first negotiations session, the first item of business will be the exchanging of proposals, or issues if the parties so decide. Once the parties have exchanged proposals or issues, no new proposals or issues may be introduced for consideration during the course of the negotiations without the mutual consent of the parties.

3.3.3. Scheduling Sessions

Subsequent negotiations sessions shall be scheduled by the negotiating teams prior to adjourning the session that is in progress.

3.3.4. Executive Session

All negotiations sessions shall be in executive session unless the parties mutually waive this Section in writing. Neither party may unilaterally release information to the press until impasse has been declared by either party.

3.3.5. Negotiating Team

Each party shall appoint a maximum of four (4) representatives and three (3) alternates to serve as its negotiating team. All negotiations shall be conducted exclusively between said teams.

3.3.6. Power to Negotiate

While no final agreement shall be executed without ratification by the Association and adoption by the Board, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make and consider proposals or options and counterproposals and to make concessions in the course of negotiations so as to reach agreement.

3.3.7. Good Faith

The parties mutually agree to negotiate in good faith as defined in the law.

3.3.8. Caucus

Either team may call for a caucus at any time. The parties pledge to keep their caucuses as infrequent and as brief as possible. The party calling for the caucus should state the purpose of the caucus.

3.3.9. Information

The parties agree to full and open disclosure of information.

3.3.10. Tentative Agreement

Tentative agreement on negotiations items shall be reduced to writing and initialed by a representative of each party. Such initialing shall not be considered binding or as final agreement by the parties, and either party may revise or withdraw an initialed item until all items have been agreed to by the respective teams.

3.3.11. Agreement

When substantive agreement is reached, it shall be reduced to writing and submitted for ratification to the Association. Subsequent to ratification by the Association, the Board shall consider the Agreement within thirty (30)

days; and, if approved by the Board, the Agreement shall be signed by the respective Presidents.

3.3.12. Disagreement

If no agreement has been reached within sixty (60) days of the start of negotiations, either party may declare an impasse and call for the services of the Federal Mediation and Conciliation Service (FMCS) to assist in negotiations. The mediation period shall be thirty (30) calendar days from the date the initial mediation session is held. The mediation period may be extended by mutual agreement of the parties.

In the event mediation does not produce an agreement, and, in the case of negotiations for a successor agreement, the Agreement has expired, and/or, in the case of negotiations pursuant to the reopener provisions of this Agreement, the employees in the bargaining unit covered by this Agreement shall have the right to strike provided that the Association gives ten (10) working days notice of an intent to strike to the Board and the State Employment Relations Board as required by O.R.C. § 4117.14.

This dispute resolution procedure is mutually agreed to by the parties and is intended to supersede the dispute resolution procedures contained in O.R.C. §4117.14.

3.4. Reopener Provision

If mutually agreed to by the parties, the Agreement or any part thereof may be renegotiated prior to the termination of the effective date of same. Negotiations shall begin within ten (10) days of the agreement to renegotiate on those specific items mutually agreed to reopen.

ARTICLE IV - ASSOCIATION RIGHTS

The following exclusive rights shall be granted to the M.E.A.:

4.1. Access to Bargaining Unit Member

The President of the Association or his/her Association designee may visit schools before or after school or while on his/her lunch time to meet with teachers before or after school or while on their lunch time. The Association designee shall notify the building principal of his/her presence in the building.

4.2. Deduction of Association Dues

4.2.1. Members of the bargaining unit shall have the privilege of payroll deducting organizational dues for the Association and any organizations with which the Association is affiliated and which are affiliated with the Association.

4.2.2. Members shall sign an authorization form requesting payroll deduction of any and all dues and assessments of the Association and its affiliates.

4.2.3. Such authorization shall continue in effect until such time that said member gives written notice to the Treasurer of the Board to discontinue such deductions or employment with the Board terminates.

4.2.4. If a member gives written notice to the Treasurer of the Board to discontinue such deductions, the Treasurer shall provide the Treasurer of the Association the name of said members making such a request.

4.2.5. Dues will be deducted in equal amounts beginning with the first payroll in November through May.

4.2.6. Those members who join after November 1 of any school year shall have their dues deducted in equal amounts divided over the remaining payrolls of the school year in which they join.

4.2.7. If for any reason the Board fails to make a deduction for an employee as above provided, it shall make that deduction from the employee's next pay in which such deduction is normally deducted after the error has been called to its attention (in writing) by the employee or the Association Treasurer. The Association agrees to indemnify and hold harmless the Board and the Administration against any claim rising out of the provisions of this Article or upon reliance of authorization cards submitted by the Association to the Board.

4.3. Joint Association - Administration Council

A Joint Association — Administration Council shall be convened at the written request of either the Association or the Administration. These meetings may be

held at least once each quarter. The superintendent shall create the agenda for the meeting with input from the Association President. The Council shall consist of the superintendent and up to three (3) administrators selected by the Superintendent as well as an Association officer and at least three (3) but no more than six (6) Association representatives. The purpose of this Council shall be to discuss issues concerning the District and/or building concerns such as school programs, education problems and building needs, the school calendar, maintenance, supplies, scheduling, supervision, etc. During revision of the Board policy book, the Association shall be consulted throughout the revision in those areas of the policy book that directly affect the certificated staff. Nothing in this section of the contract shall prohibit the resolution of building problems through a meeting among teachers, principal, and building representative. The meeting shall not be a forum to discuss grievance(s) or negotiations, although problems which may lead to grievance(s) may be discussed.

4.4. Production of Agreement

An electronic **PDF** version of this Agreement shall be made available to the Association for distribution to its members.

4.5. Receipt of Board Agenda

A copy of the official Board agenda will be given to the Association President as soon as it is available. The Board will make reasonable efforts to provide an agenda to the Association President within twenty-four (24) hours of a regular Board meeting. The Board will provide an agenda for any special Board meeting as soon as possible. The Board will make reasonable efforts to provide documents related to the Board agenda within two (2) business days of the Board meeting. The Board may satisfy any obligation under this section by posting to BoardDocs or a similar electronic platform.

4.6. Receipt of Board Policy

The Board shall provide the Association access to an electronic copy of Board Policy via BoardDocs or a similar electronic platform. One current paper copy of the Board Policy shall be available in each of the District's media centers.

4.7. Receipt of New Employee Information

Names and addresses of new employees will be provided to the Association in electronic format and sent to the MEA President and MEA Treasurer.

4.8. Right to Representation in Disciplinary Situations

Every member of the bargaining unit shall have the right to Association representation at any conference held between the member and a member of the administration which could be considered disciplinary in nature.

4.9. Right to Request Building Meeting

At the request of the building representatives, the principal shall meet with representatives to discuss matters of concern or interest to teachers in the building.

4.10. Use of School Bulletin Board

Association may use the school bulletin board in the lounges only for official Association publications.

4.11. Use of School Mail and Mailboxes

The Association shall have use of school mail and mailboxes provided a copy of the material is given simultaneously to the principal. The Superintendent shall receive a copy through District mail.

4.12. Use of School Facilities

The Association may request use of the facilities as prescribed in the adopted Board Policy.

ARTICLE V - PROCEDURES FOR RESOLVING PROBLEMS AND GRIEVANCES

5.1. Definitions

5.1.1. "Days," shall mean school/work days, except during the summer break period, when days shall mean calendar days, excluding weekends and legal holidays.

5.1.2. "Grievance" shall mean a complaint, in writing, that there has been an alleged violation, misinterpretation, or misapplication of any provision(s) of the Agreement. Such grievance shall be submitted through the prescribed form which shall be available from the school secretary and the M.E.A. representative and is attached hereto as Appendix A.

5.1.3. "Grievant" shall mean the teacher, teachers, or the Association filing the grievance.

5.2. General Principles

5.2.1. Good morale is maintained by sincere efforts of all persons concerned by working toward constructive solutions to problems in an atmosphere of courtesy and cooperation. The purpose of this procedure is to secure, equitable solutions to problems at the lowest possible administrative level. The grievance proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.

5.2.2. Every teacher covered by this Agreement shall have the right to present grievances in accordance with these procedures.

5.2.3. Every teacher who so requests shall be represented by the Association in the grievance procedure. The teacher shall be present at any grievance discussion. If the teacher does not request Association representation, the Association shall have the right to be present at any grievance meeting. When the presence of a participant at a grievance hearing is requested by either party, illness, or other incapacity of the participant shall be grounds for any necessary extension of the grievance procedure time limits. The failure of the grievant to act on any grievance within the prescribed time limits will act as the bar to any further appeal; the administrator's failure to give the decision within the time limits shall give the grievant the right to appeal to the next level in the grievance procedure. The time limits, however, may be extended by mutual agreement.

5.2.4. A teacher who participates in these grievance procedures shall not be subjected to discipline or reprisal because of such participation. A copy of the grievance shall not be filed in the teacher's personnel file; however, a copy of the grievance will be kept on file.

5.2.5. Hearings and conferences under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses entitled to be present to attend, and will be held, insofar as possible, after school hours or during non-teaching time of personnel involved. When such hearings and conferences are held, at the option of the administration, during school hours, said employees whose presence is required shall be excused, with pay, for that purpose.

5.2.6. All notices of hearings and dispositions of grievances shall be either mailed or hand delivered with the date of mailing or postmark and date of receipt recorded thereon. Written grievances and appeals shall be deemed to have been received one (1) day after postmarked; if hand delivered, the date received and initials of the recipient shall be recorded thereon.

5.2.7. It is important that a grievance be processed as rapidly as possible. The number of days indicated at each level shall be considered as a maximum, and every effort shall be made to expedite the process. The time limit specified may be extended by mutual agreement.

5.2.8. Failure to attempt to informally settle the grievance shall not prejudice the grievance agreement. Evidence of settlement proposals or offers shall be confidential and may not be admitted into evidence in any arbitration or other action.

5.3. Procedure

5.3.1. Level One

A grievance lodged with the principal or the appropriate administrator must be within thirty (30) days after the grievant could reasonably be assumed to have known of the event or action giving rise to the alleged grievance. The grievance conference shall occur within five (5) days after the grievance is filed. The grievant may be accompanied by the local Association representative or any other Association personnel or any other person of the grievant's choosing. The principal or appropriate administrator shall file his/her decision in writing within five (5) days after the Level One conference. A copy of the decision shall be sent to the Association.

5.3.2. Level Two

In the event a grievance has not been satisfactorily resolved at Level One, the grievant may file, within ten (10) days of the written decision at Level One, a copy of the grievance with the Superintendent. The grievant and the Superintendent or his/her designees shall meet to attempt to resolve the grievance. The Superintendent or his/her designees shall file his/her decision within ten (10) days of the Level Two hearing and communicate it to the grievant and to the Association.

5.3.3. Level Three

If the grievance is not resolved at Level Two, the grievant, with the written authorization of the Association, may request to take the grievance to FMCS mediation. The mediation request shall be filed with the Superintendent no later than ten (10) days following receipt of the Level Two decision. The parties will first attempt to agree on an FMCS mediator. If unable to agree, the Association will request for FMCS to appoint a mediator. The mediator will conduct mediation in accordance with FMCS procedures.

5.3.4. Level Four

If the action taken by the parties at Level Three does not resolve the grievance to the satisfaction of the grievant, the Association may submit the matter to arbitration. This request for arbitration must be received within ten (10) days of the end of the mediation meeting. Failure to do so within the time limit will result in waiver of the right to arbitration. The notice of appeal shall be sent to the Superintendent and a copy filed with the Treasurer of the Board.

5.3.5. Arbitration

A. The Association shall request from FMCS a list of 9 arbitrators with offices located within 115 miles from the Board's central office, which is located at 1324 Middletown-Eaton Road, Middletown, Ohio 45042. If no arbitrator is selected from the first list supplied by FMCS, FMCS shall provide a second list of 9 arbitrators with offices located within 115 miles from the Board's central office. For both lists, the parties shall alternatively strike the names of the arbitrators until only one name remains. The first strike shall be made by a coin toss.

B. Those hearings that can be handled outside-the school day will be. If a hearing will require several hours, or the arbitrator deems it necessary for the hearing to be held during the school day, all necessary witnesses and the Association President will be released, with pay, to attend the hearing.

C. The arbitrator shall not have the power to add to, subtract from, or modify this Agreement, and shall only have the authority to interpret the provisions of the Agreement as the Agreement relates to the specific grievance appealed to arbitration.

D. After a full hearing on the matter, the arbitrator shall render his/her decision and recommendations as soon as possible. The report shall be transmitted simultaneously to the grievant(s), the Association, and the Board. The decision of the arbitrator shall be binding on the parties.

E. The cost of the arbitrator shall be borne equally by the Association and the Board.

ARTICLE VI - PERSONNEL PROCEDURES

6.1. Assignments and Transfer Policies

6.1.1. Assignments

The Principal shall notify a certified employee in writing by no later than the end of the current school year of any anticipated assignment changes for the following school year.

6.1.2. Involuntary Transfers

A. An involuntary transfer is any change of assignment or site which is not initiated by the teacher.

B. The Superintendent will assign staff as is judged best for the District, but teachers will not be transferred for arbitrary and capricious reasons.

C. A certified employee will be given at least thirty (30) days written notice of any involuntary transfer to a new assignment except in an emergency situation.

D. If a certified employee requests a meeting with the Superintendent, the Superintendent will meet with the employee and explain the reason for the new assignment.

E. A certified employee who is transferred to a new assignment shall be given necessary aid and assistance by the administration and the supervisory staff.

6.1.3. Vacancies, Voluntary Transfers and Promotions

A. A vacancy shall be defined as a position or promotional assignment newly created or created as the result of death, retirement, resignation, non-renewal, termination, transfer, or reassignment that the Board intends to fill. Whenever a vacancy occurs in a position for which employees of the certificated staff are qualified, the Administration shall post notices of any such vacancies and/or promotional opportunities in each building in the District at a central location in the building, as well as via an email notification to the employees' District email address. Such notices shall include a description of the vacancy. Applications for the position may be submitted by interested certified employees to that building principal for forwarding to the central office.

B. Except in an emergency situation, five (5) working days' notice of a vacancy shall be given prior to filing same.

6.1.4. The Board shall interview the three (3) most senior applicants who have not interviewed for a vacant position within the last twelve (12) months.

6.2. Teacher Evaluation

A. A determination of the efficiency and effectiveness of the teaching staff is a critical factor in the overall operation of the District. The Board evaluates teachers in accordance with State law and the standards-based statewide teacher evaluation framework adopted by the State Board of Education, Board policy, and the Memorandum of Understanding is attached.

B. Credentialing Evaluations

Evaluations carried out under this section will be conducted by holding evaluator credentials established by the Ohio Department of Education. Evaluators must complete state-sponsored evaluation training and pass the online credentialing assessment.

C. A good faith attempt by the Board to comply with all required evaluation or non-renewal procedures shall satisfy any and all legal requirements precedent to the nonrenewal of any teacher's contract. Therefore, any minor, technical or other immaterial failure to comply with these procedures by the Board, which do not prejudice the substantial rights of a teacher, shall not serve to inhibit the right of the Board to non-renew or otherwise terminate the contract of a teacher.

6.3. Certified Employment Contracts

6.3.1. The certificated employee contract and notification of contract status will be issued to certificated employees no later than prior to the end of the current school year. Said contract will contain at least the following information:

A. Name of certificated employee.

B. Type of contract (limited, continuing, or annual notice of salary).

C. School year.

D. Base salary - annual.

E. Number of pay periods.

F. Statement of salary classification.

6.3.2. The supplemental contract for certificated employees for extra duty assignments as provided for by the Ohio Revised Code will be issued to

certificated employees after appointment by the Board. Said contract will contain the following information:

A. Name and School.

B. Specified assignment.

C. Amount of compensation.

6.3.3. Eligibility for continuing contract shall be based upon state law. To be eligible for a continuing contract an employee:

A. Must have been employed by the District for three (3) of the last five (5) years (or two (2) years if he/she has previously obtained continuing contract elsewhere) and;

B. Must have either:

1. A professional, permanent, or life certificate or,

2. A professional educator license and,

a. If a Master's Degree was held at the time of initially receiving a certificate or license, six (6) semester hours of graduate coursework in the area of licensure or in an area related to the teaching field since the initial issuance of the certificate or license or,

b. If no Master's Degree was held at the time of initially receiving a certificate or license, thirty (30) semester hours of coursework in the area of licensure or in an area related to the teaching field since the initial issuance of the certificate or license.

In order for the Board to grant an employee a continuing contract, the Board must have knowledge that an employee meets the eligibility requirements when it acts on an employee's reemployment.

Therefore, the following are required:

A. Teachers must forward a copy of their certificate or license to the District central office when they receive the original from the State Department of Education by the first student day of the school year;

B. Teachers must notify the District central office when they have acquired a Master's Degree and subsequently provide the District central office with a copy of a transcript verifying completion of a Master's Degree by the first student day of the school year; and

C. Teachers must notify the District central office when they have completed coursework and subsequently provide the District central office with a copy of a transcript verifying completion of said coursework by the first student day of the school year.

The parties intend for these eligibility requirements for a continuing contract to supersede the provisions in Ohio Revised Code Sections 3319.08 and 3319.11.

6.4. Complaints Against a Teacher

6.4.1. Initial attempts to settle complaints against teachers shall first be made informally through personal, private conferences at the school level among teacher, pupil, parent, principal, and other appropriate staff personnel.

6.4.2. The building principal will inform the classroom teacher of the complaint directed toward him/her in a timely manner. The administrator shall offer every reasonable assistance in solving the problem.

6.4.3. Meetings to discuss problems shall be scheduled at mutually convenient times.

6.5. Discipline and Disciplinary Suspension

6.5.1. An employee may be disciplined, including suspension without pay for up to ten (10) workdays, for insubordination, neglect of duty, violation of rules and regulations of the Board of Education, violation of administrative policies or directives, or for good and just cause as defined in O.R.C. §3319.16.

6.5.2. The employee may be given a written reprimand on the first offense; however, the Superintendent may immediately suspend an employee without pay in the case of serious infractions.

6.5.3. Before an employee receives a written reprimand or suspension, he/she shall be given a hearing. At such hearing the employee may be represented by the Association and shall be given the opportunity to call witnesses, present evidence, and/or rebut the basis for the proposed discipline. Following the hearing, if discipline is warranted, the employer will send to the employee's file the documentation of a verbal warning, the written reprimand, or in the case of a suspension, the Superintendent will provide the specific reasons for the suspension and the date when the suspension will be imposed.

6.6. Fair Dismissal Procedure (Termination and Non-Renewal)

6.6.1. Clarification of Terms and Conditions

A. Termination of a contract shall be defined as the ending of a continuing contract or a limited contract before the expiration date specified in the contract.

B. Nonrenewal of a contract shall be defined as failure of the Board to re-employ a certificated employee when the time specified in the employee's present contract has expired.

C. Nothing in this provision shall be construed to deny the individual certificated employee the right to redress through the courts of law.

6.6.2. Termination of a Contract

A. The contract of a certificated employee may be terminated by the Board for good and just cause.

B. The legal procedures the Board must follow in terminating a contract are outlined in the O.R.C. § 3319.16.

C. Any certificated employee who has been notified of the intent to dismiss has the right to undertake with his/her representative a complete review of his/her personnel file.

6.6.3. Non-Renewal of Limited Contracts

Teachers on a limited contract shall be non-renewed according to the following process:

Tier 1: Limited contract teachers in their first two years in the district will be observed three times each school year, will be notified as early as possible of a possible non-renewal but no later than May 15, and will have no right to appeal the non-renewal in any way.

Tier 2: Limited contract teachers in their third or fourth years in the district may be observed three times each school year, will be notified as early as possible of a non-renewal but no later than May 15, and may appeal a non-renewal according to Ohio Revised Code Section 3319.11.

Tier 3: Limited contract teachers in their fifth or higher year in the district may be observed three times, will be notified as early as possible of a non-renewal but no later than May 15.

The parties intend for these nonrenewal provisions to supersede the provisions in Ohio Revised Code Sections 3319.08 and 3319.11.

6.7. Local Professional Development Committee

6.7.1. There shall be one (1) Local Professional Development Committee (LPDC) in the Madison Local School District which shall have a District level scope.

6.7.2. The LPDC shall consist of three (3) teachers and two (2) administrators for a total of five (5) members.

6.7.3. The exclusive bargaining representative shall have discretion in choosing the three (3) teacher members to serve on the LPDC.

6.7.4. The Superintendent will designate the two (2) administrative personnel to serve on the LPDC.

6.7.5. LPDC members will serve for a three (3) year term provided they remain employed by the Board. The initial term for one (1) teacher position and one (1) administrator position will be for two (2) years. All subsequent terms for these two (2) positions will be for three (3) years.

6.7.6. Teaching vacancies shall be filled by designation of the exclusive bargaining representative. The Superintendent shall appoint members to fill administrative vacancies.

6.7.7. Meetings shall be scheduled at least quarterly. Additional meetings may be scheduled as required. All meetings shall take place outside normal student instructional hours at the convenience of committee members.

6.7.8. The committee will promulgate bylaws, procedures and policies to be recommended for adoption by the Board of Education. Such procedures must include an appeals process and process for the conduct of elections.

6.7.9. Minutes shall be kept at each meeting with reports to the Board on a quarterly basis.

6.8. Professional Personnel Records

6.8.1. Location of Personnel Records

All personnel records will be filed in the Superintendent's office on a current basis. Personnel records shall be maintained in accordance with O.R.C. §1347.

6.8.2. Member Access to Records

Each certified employee will have access during regular Superintendent's office hours to the contents of their own personnel file, with the exception of employment references. This file shall be opened in the presence of the Superintendent or his/her designee. A representative of the Association

may, at the certified employee's request, accompany the said certified employee in such a review.

6.8.3. Handling Critical Material

A. A certified employee will be notified of the intent of the Administration to place in their personnel file any material which may be considered critical of their conduct, service, character, or personality and will be provided the opportunity to read such material prior to its being placed in their file.

B. A certified employee will acknowledge that they have read the material by affixing their signature to the copy to be filed. Their signature will not indicate agreement with the content of the material, but indicates only that the material has been inspected by the certified employee.

C. They will also be told that they have the opportunity to reply to such critical material in a written statement to be attached to the filed copy.

6.8.4. Removal of Negative Material

Any material of a negative nature, except material which pertains to improper conduct with a student or to drug or alcohol abuse, which has been included in a teacher's file, may be removed after four (4) years if no material of a similar nature has been placed in the file during that time. The Superintendent may, at his or her discretion, remove negative material before the four (4) year period has passed, upon request. Removed materials shall be retained pursuant to the Board's records retention schedule. Records pertaining to the disciplinary suspension of a teacher shall not be removed from the teacher's file for ten years.

6.8.5. Anonymous Material

Unsubstantiated, anonymous letters or materials will not be placed in a certified employee's file nor will they be made a matter of record.

6.8.6. Confidentiality of Files

Information within personnel files, including but not limited to medical records and social security numbers, will be confidential to the extent permitted by law.

6.9. Reduction in Force

6.9.1. If staff reduction is deemed necessary, the reduction shall be made as follows:

A. Such reductions shall be made through attrition to the extent that it is possible.

B. Suspension of contracts shall occur as follows:

First, on the basis of their performance rating levels (Accomplished, Skilled, Developing, or Ineffective).

Second, on the basis of contract status (Continuing Contract or Limited Contract).

Third, on the basis of seniority.

6.9.2. Seniority shall be defined as continuous employment of a teacher beginning with the date of the most recent contract as verified by the Board of Education's official minutes. For purposes of this section, teachers whose final performance rating is either Accomplished or Skilled on their most recent evaluation will be considered to have comparable evaluations for purposes of reduction in force. Teachers whose final performance rating is Developing on their most recent evaluation will be considered to have comparable evaluations for purposes of reduction in force. Teachers whose final performance rating is Ineffective on their most recent evaluation will be considered to have comparable evaluations for purposes of reduction in force.

A. Leaves of absence, including time on a RIF list, shall not constitute an interruption in continuous service; however, the time that the teaching staff member was on leave will not be counted in the total years of service in determining District seniority rights.

B. Seniority shall be lost when a teacher resigns, retires, or leaves employment with the Board of Education.

6.9.3. When a staff reduction is anticipated and suspension of contracts is to be recommended by the Superintendent, the Superintendent shall give notice of the intent to recommend the suspension of contracts to the Association at least ten (10) days prior to formal Board action to consider the suspension of contracts. The Superintendent and the Association shall confer on the reasons for such reductions and suspensions.

6.9.4. Teachers whose contracts have been suspended shall have rights to recall as follows:

A. Employees will be recalled in the reverse order of layoff among those who are certificated/licensed to fill the position.

B. Recall rights shall be limited to areas of the teaching staff member's certification on file with the Superintendent at the time of suspension.

C. The recall list shall be maintained for a period of two (2) years. Thereafter, an employee on layoff shall lose his/her right to recall.

D. No new teachers will be employed while there are laid-off teachers available who are certificated to fill the vacancies.

E. Notification of recall shall be forwarded by certified mail to the teaching staff member. Failure of the teaching staff member to accept recall within seven (7) days of either the receipt of the recall notice, or final day of attempted delivery of the recall notice, shall relieve the Board's obligation to recall. Teaching staff members shall be responsible for notifying the Superintendent, in writing, of address changes to which the recall notice is to be mailed. The recall notice shall be mailed to the last address of record on the records of the Board.

F. An employee will be removed from the recall list if he/she waives his/her recall rights in writing, or resigns, or refuses an offer of a comparable position.

6.9.5. Employees on the recall list shall be permitted to carry all life insurances for a two (2) year period from the date of layoff, provided they pay 100% of the cost of the premiums for such insurance. It shall be the responsibility of the person on layoff to see that the payments for said insurances are in the Treasurer's office prior to the quarterly payment dates established by the Treasurer, or their coverage will be canceled.

6.9.6. Medical insurances (hospital, surgical, major medical, and dental) will be available as per federal law (C.O.B.R.A.).

6.10. Rehiring Retirees

6.10.1. Teachers who have retired and who are or will be receiving benefits through State Teachers Retirement System may be employed by Madison Local School District.

6.10.2. The salary to be paid to the returning teacher shall be based on appropriate placement on the current teacher salary schedule at the appropriate degree column with five (5) years of experience. Teachers returning for subsequent years of employment shall advance on the salary schedule.

6.10.3. Individuals employed pursuant to this provision shall be eligible for insurance as provided in the Madison Education Association contract.

6.10.4. Teachers employed pursuant to this provision shall receive one year limited contracts and shall not be eligible for continuing contracts, regardless of their years of service or license held.

6.10.5. Each one year contract shall automatically expire upon the completion of the year, and it shall not be necessary for the District to take formal action to not reemploy the employee pursuant to Section 3319.11 Ohio Revised Code in order to terminate the employment relationship. The employment relationship shall end upon the expiration of the contract in the same manner as a supplemental contract. Non-renewal of retirees shall not be the subject of a grievance or any other appeal.

6.10.6. Returning retirees are not entitled to any severance benefits or retirement incentive benefits.

6.10.7. In the event of a reduction in force, the reemployed teacher will not be considered to have any seniority over any other teacher, although the reemployed teacher will be a member of the bargaining unit.

6.10.8. Reemployed persons are eligible for sick leave accumulation, starting with a zero balance.

6.10.9. For supplemental contract purposes only, longevity steps will be continued for supplemental contracts held in the District immediately prior to retirement.

ARTICLE VII - WORKING CONDITIONS

7.1. Building Procedures

Each principal will provide his/her staff and the Association with that school's written procedures at the beginning of the school year. Any change to those procedures made after September will be given to the Association building representative prior to implementation.

7.2. Drug-Free Workplace

The Madison Board of Education and the Madison Education Association agree to the following procedure:

7.2.1. Receipt of Policy

All members of the bargaining unit shall receive a copy of this provision and a copy of the Board-adopted resolution (policy) regarding a drug-free workplace. This memorandum shall be included in any and all teacher building handbooks.

7.2.2. Definitions

A. "Drug abuse offenses" and "drug offenses" shall be defined as the unlawful manufacture, distribution, dispensing, possession, being under the influence of, or use of a controlled substance, including medical marijuana and adult use cannabis/recreational marijuana.

B. "Workplace" is defined as any area under the control of the school district or at any school sponsored activity regardless of location.

7.2.3. Disciplinary Action

A. The Association recognizes that the Board may take action against any member for drug offenses in accordance with normal disciplinary procedures as provided by law, regardless of whether the member is criminally charged or convicted with a drug offense.

7.3. Entry Year / Resident Educator Program

7.3.1. Definitions

For purposes of this Agreement, we define Entry Year Teacher / Resident Educator as: An educator who is teaching during a two-year resident educator license, who has not completed the resident educator program.

7.3.2. Selection Criteria for Mentor Teachers:

A. The mentor teacher will be selected by the building principal.

B. The applicant must satisfy qualifications set by the Ohio Department of Education and successfully complete state-sponsored mentor training.

7.3.3. Application for Mentor Teaching Position

Openings for mentor teaching positions shall be posted per Section 6. 1 of the current Agreement.

7.3.4. Selection

A. The mentor teacher should have experience and certification appropriate to the entry year teacher's / resident educator's assignment.

B. The mentor teacher shall first be chosen from those who apply within the entry year teacher's / resident educator's department or grade level.

C. If there is no mentor teacher available within the department/ grade level, then a mentor teacher shall be chosen from within the building of the entry level teacher in a discipline as closely related to the entry year teacher's / resident educator's field as is possible.

D. If there is no mentor teacher available within the building, then a mentor teacher will be chosen from the District at large in a field as closely related to the entry year teacher's / resident educator's field as possible.

E. Where there is more than one (1) potential candidate for the position of mentor teacher, consideration shall be given for experience and certification.

F. A mentor teacher may only serve one (1) entry year teacher / resident educator per school year.

7.3.5. Compensation

A. The mentor teacher shall be given a one-year supplemental contract in the amount of $550 per entry level teacher / resident educator.

B. Travel allowance and other related expenses shall be granted where appropriate.

7.3.6. Duties

A. The mentor teacher will meet with the entry year teacher / resident educator before the end of the first week of school. The purpose of

this meeting is to answer questions about the District policies and procedures; building procedures; other areas specific to the needs of a new employee such as organizing for teaching, lesson plans, etc.

B. The mentor teacher will be prepared to work outside of school hours with the entry year teacher / resident educator for at least two (2) hours per week during the first grading period and average one (1) or more hours per week for the remainder of the school year.

C. The mentor teacher will meet with the entry year teacher / resident educator at the end of the school year to evaluate the Entry Year / Resident Educator Program.

D. The mentor teacher will maintain a log of specific meetings held with the entry year teacher / resident educator. The log will contain date and time of meetings and areas of discussion of the meeting. This log is only a record of fact and shall only be used to determine if the supplemental contract has been fulfilled. Meetings can be organized by the District curriculum director or by an organization contracted by the District.

E. The emphasis of the mentor teacher shall be on formative assistance and shall focus on skill enhancement and shall not provide a remediation program.

F. No mentor teacher shall participate in any informal or formal evaluation of an entry year teacher / resident educator nor make any recommendations regarding the assignment or continued employment of the teacher. All interaction, written or oral, between the mentor teacher and the entry year teacher / resident educator shall be regarded as confidential and not provided for any evaluative purpose.

G. At the close of the school year, all mentor teachers will meet with the relevant administrators to evaluate the Entry Year / Resident Educator Program and to provide suggestions for improvement of the program to the Superintendent and the Association.

H. Mentor teachers shall perform other duties, including the completion of additional training as required by the Ohio Department of Education.

7.3.7. Program Review

At the end of each school year the program is operated, the Superintendent and the Association will receive the report of the mentor teachers and administrators and shall meet to determine needed changes in this

program. Any changes in the program must be mutually agreed to and reduced to writing by the parties and shall constitute an amendment of the applicable provision of this Agreement.

7.4. Special Education

The parties agree that the following steps shall be taken in implementing the special education program:

7.4.1. Teachers affected shall be provided access to necessary professional assistance in the classroom and in planning for individual needs;

7.4.2. In-service will be provided for all teachers prior to October 1;

7.4.3. The regular classroom teacher shall be part of the IEP team with direct input into the child's IEP.

7.4.4. Professional Staff Members responsible for writing student IEPs and related documentation shall receive release days in the following manner: 1 work day or one 7.5 hour day outside the teacher's contracted days paid at the substitute teacher rate per quarter.

7.4.5. Professional Staff Members responsible for writing student WEP's and related documentation shall receive release days in the following manner: 1 work day or one 7.5 hour day outside the teacher's contracted days paid at the substitute teacher rate per year.

7.5. Madison Professional Development Council

This group will be comprised of three (3) teachers from grade levels pre-K through five (5), and two (2) teachers from grades six through eight (6-8), and three (3) teachers from grade levels nine through twelve (9-12) as appointed by the Association President, the Curriculum Director, one Building Administrator, and the Superintendent. The purpose is to provide collaboration and input from the Association for professional development, and may conduct and compile surveys of the teaching staff to determine how effective professional development has been, and recommend improvements, if needed. The desired outcome is that the teaching staff will have a knowledge base for the thought processes that are at the foundation of curricular changes. Additionally, teachers will provide input to the District for selecting and evaluating appropriate professional growth activities based on school and personal goals.

The group will meet at a minimum once per school year, with a concerted effort for meetings to be conducted during the school work day. If meetings need to occur after the school work day, teachers will be compensated according to the curriculum work rate.

7.6. Lesson Plans

Teachers shall maintain lesson plans which meet the minimum requirements of the State Department of Education and which set forth with sufficient clarity what is to be taught, the teacher's objectives and goals for the class, and the scope and sequence to be followed in the course. Lesson plans will be left where accessible to substitute teachers.

7.7. Medication

Under normal circumstances, and not on a daily basis, teachers will not give medication. Teachers shall not be required to perform medical procedures of a physical nature such as catheterization, tube feeding or suctioning, etc.

7.8. Non-Classroom Duties

Scheduled non-classroom duties shall be equitably assigned among all teachers within each building.

7.9. Planning Periods

7.9.1. In compliance with the State Minimum Standards, full time elementary teachers shall have a minimum of two hundred twenty-five (225) minutes of planning time each week within the student day in addition to the thirty (30) minute duty-free lunch period.

7.9.2. Teachers in the middle school and high school shall be guaranteed one (1) class period per day for planning and preparation.

7.9.3. Part-time teachers shall be provided planning time pro-rated on the basis of the number of assigned class periods.

7.9.4. Planning time shall be defined as unassigned time during the student day, exclusive of the teacher's daily duty-free lunch period.

7.10. School Day

The standard working day for certified employees shall be seven (7) hours and thirty (30) minutes in length including a duty-free lunch period of at least thirty (30) minutes and a conference/preparation period. Starting times and ending times in individual buildings may vary, but all certified employees will work a standard working day.

Bus schedules and other individual building needs may dictate that certified employees occasionally carry out other assignments beyond the school day of seven (7) hours and thirty (30) minutes; and all certified employees shall attend meetings called by the administration as a regular part of their duties, if at all possible, unless excused by the administration. The administration will limit

meetings to two (2) per month, except in the case of an emergency as determined by the Superintendent.

7.11. School Year

The school year shall consist of one hundred eighty-four (184) days. Effective beginning the first day of the 2023-2024 school year, a minimum of one hundred seventy-six (176) days shall be used for instruction or other school-related meetings with parents in attendance. Four (4) full days will be teacher directed. The first of these teacher directed days will occur before the first day of the student school year. The second of these teacher directed days will occur at the end of the first quarter. The third of these teacher directed days will occur at the end of the first semester.

7.12. Student-Teacher Ratio

Student assignment shall be made in accordance with Ohio law and OAC 3301-35-05(A)(3).

7.13. Substitutes and Internal Substitution

The principal or his/her designee shall make every reasonable effort to provide substitutes in the absence of a member of the bargaining unit. Teachers shall not be required to assume classroom duties in addition to his/her regular classroom assignment except in emergency situations. Should a teacher be required by the principal to perform a duty during his/her planning time, that teacher will be reimbursed at the BA Step 0 hourly rate of pay for the time worked. A principal has the option of dividing a classroom of students into other sections of a particular grade level, and each teacher having the additional students shall receive an equal share of the daily rate for a substitute teacher. With the permission of the principal, staff members may voluntarily arrange to cover each other's classes.

When a teacher accepts employment on a regular basis for their planning period time, the rate of pay will be their regular hourly rate of pay which is calculated by taking their annual regular teacher salary divided by the number of required hours in a work year (184 days x 7.5 hours = 1,380 hours).

ARTICLE VIII - LEAVES

8.1. Assault Leave

A staff member who is physically assaulted while performing his/her work duties which results in the staff member being unable to perform his/her duties shall be entitled to assault leave. Said leave shall be for a maximum of ten (10) days per work year, shall not be chargeable to sick leave, and shall be at no loss of pay.

Assault leave shall not be accumulative. In addition to a full disclosure of the circumstances surrounding the assault, a physician's statement verifying the employee's disability may be required by the Superintendent when assault leave is requested.

8.2. Association Meeting

8.2.1. The local Association President and one (1) other Association delegate may attend the annual OEA/MEA Representative Assembly by informing the Superintendent's office at least two (2) weeks prior to the assembly. The Association will pay for the two (2) substitutes.

8.2.2. The Board is not obligated for any expenses related to the assembly except to provide release time for said person.

8.2.3. The Association President may request from the Superintendent additional release time for himself/herself or designee to do Association work. The Association will reimburse the District for the pay of the substitute teacher if one is hired to work for the absent Association President (limit five (5) days or the equivalent). This Section shall not prevent the President's attendance responsibilities as required by this Agreement.

8.3. Child Care Leave

8.3.1. Any parent, father and/or mother, birth or adoptive, may request and shall be granted leave without pay to care for a newly born or newly adopted child or children or a fostered child or children with adoption proceedings initiated by the employee.

8.3.2. Said leave shall commence upon the birth or receipt of custody of the child or children, or after the birth mothers use of sick leave for her period of incapacity due to pregnancy, and/or after use of family and medical leave, if requested.

8.3.2.1 Child care leave is not maternity leave. A professional staff member may use their accrued sick leave and personal leave during maternity leave; child care leave is wholly unpaid.

8.3.3. Said leave shall be granted for no more than one (1) year after the birth or receipt of custody of the child or children. However, employees returning from child care leave must return at the beginning of a semester and must return, at the latest, at the beginning of the next semester after the one (1) year anniversary of the birth or receipt of custody of the child or children.

8.3.4. Additional leave may be granted by the Board at its discretion.

8.3.5. Except in emergency situations, the member eligible for and desiring child care leave shall make application of same with the Board at least thirty (30) days prior to the anticipated starting date of the leave.

8.3.6. A member granted child care leave shall be returned to a teaching position in the member's area of certification at the contract status prior to the leave.

8.3.7. Professional staff members on child care leave shall have the right to continue coverage of all medical, dental, and life insurance benefits at the member's expense. The member shall make payments on a monthly basis to the Treasurer on forms provided by the Treasurer.

8.4. Family Medical Leave Act

The Employer shall comply with the Family and Medical Leave Act ("FMLA") of 1993, 29 U.S.C. § 2601 et seq. and all regulations released by the Department of Labor issued pursuant to the FMLA.

8.5. Jury Duty

Absence for jury duty is permissible. After absence for such duty, the certified employee shall sign over to the Treasurer of the Board the total compensation received for jury duty by him/her and will receive his/her regular pay.

8.6. Military Leave of Absence

Military leave of absence will be granted in accordance with state and federal law.

8.7. Personal Leave

Each certificated employee of the District shall be authorized three (3) personal leave days each year.

This leave is for personal situations and problems that cannot be scheduled or transacted outside of the employee's working hours.

An application for personal leave shall be filed with the building principal, who will forward the request to the Superintendent, at least three (3) days prior to the use of same, except in emergency situations. It is understood that the leave request may be submitted well in advance of the date needed. Unless an emergency,

personal leave requested less than three (3) days in advance may be automatically denied.

The Superintendent must approve all requests for personal leave. Personal leave will not be permitted the first or last week of school, or the day before or after a school holiday, or on professional development days except in unusual circumstances as approved by the Superintendent.

Days of absence authorized under this personal leave policy shall not be deducted from sick leave accumulation.

Personal leave days not used shall be transferred at the end of the school year to the employee's accumulated sick leave to the maximum sick leave accumulation specified in this Agreement or shall carry forward to the next school year up to a maximum of five personal days.

8.8. Professional Meetings

8.8.1. Certified employees may, upon approval of the Superintendent, attend professional meetings that meet only the following criteria:

A. Directly related to the duties assigned them as employees of the Board.

B. Designed to improve the employee's performance in his/her assigned duties.

C. Adjudged by the Superintendent to be in the interests of Madison Schools.

8.8.2. Professional meetings are defined as meetings of relatively short duration, such as conferences, workshops, seminars, and visitations to other schools, that pertain to the school program or the operation of the school system.

8.8.3. Payment of allowable expenses of individuals attending such meetings and the cost of any necessary substitute shall be made from the appropriate fund of the school district.

8.9. Sabbatical Leave

8.9.1. A certified employee who has completed five (5) years of service in the Madison Local School District may be entitled to take a leave of absence, with permission of the Board, without pay, subject to the following restrictions:

A. Application submitted by four (4) months prior to beginning of leave.

B. A plan of study in education must be submitted to and approved by the Superintendent.

C. Provide evidence at the conclusion of the leave that the plan was followed and credit received.

D. Agree to work for Madison Local Schools for one (1) year following completion.

E. No more than one (1) certified person per building may be on leave at one time.

F. The Board may grant a paid sabbatical leave pursuant to the provision of O.R.C. § 3319.131.

8.10. Sick Leave

8.10.1. Accrual of Sick Leave

Days of absence authorized under this provision shall be deducted from sick leave accumulation. One and one-fourth (1-1/4) day(s) of sick leave shall be given employees covered by this Agreement for each completed month of employment up to fifteen (15) days per year.

All accumulations of unused sick leave credit heretofore accrued under prior laws and policies shall remain to the credit of the sick leave account of each certified employee on the effective date of this regulation. Accrued credits shall be allowed to employees transferring their employment from other Boards of Education in Ohio or other political subdivisions in Ohio, provided such credits have been computed under the minimum requirements of the laws of the State of Ohio and do not exceed the maximum allowable to employees of this District, which is two hundred (200) days.

Any teacher who has two hundred (200) sick days accumulated as of September 1st of each school year is entitled to use up to fifteen (15) days of sick leave before any sick leave will be subtracted from his/her total of two hundred (200) days. No more than two hundred (200) days can be accumulated.

On reporting to duty, each certified employee shall be credited with five (5) days sick leave, as prescribed by O.R.C. §3319.08 and 3313.21. These five (5) days are construed as being concurrent with, but not in addition to, the 1-1/4 days allowed under O.R.C. § 3319.141. If the days have not actually been "earned" before the employee leaves the District's employ, the unearned but used days will be deducted from the individual's last paycheck.

At the completion of the fifth month of service and the completion of each month of service thereafter, one and one-fourth (1-1/4) days of sick leave shall be credited to the sick leave account of the certified employee for the actual number of months of service rendered.

The same accrual of one and one-fourth (1-1/4) days per month shall continue during the use of sick leave, provided the certified employee has not officially been separated from the present payroll.

8.10.2. Use of Sick Leave

Sick leave shall be allowed certified employees for a period not to exceed their accumulated sick leave account, but with the limitations hereinafter stipulated for the following reasons:

A. Personal illness or injury.

B. Exposure to contagious disease until quarantine is lifted or danger removed.

C. Death of father, father-in-law, mother, mother-in-law, spouse, child, or a person who lives continuously with the employee; up to five (5) days may be allowed except that the Superintendent may grant additional time if, in his/her discretion, it is warranted.

D. Death of a sister, brother, aunt, uncle, grandparent or step-parent, up to three (3) days may be allowed except that the Superintendent may grant additional time if, in his/her discretion, it is warranted.

E. Illness in the employee's immediate family.

F. Illness of parents or children living in a separate household.

G. Pregnancy and birth of child.

H. Adoption and Paternity (immediately following birth of child)— up to ten (10) working days.

I. Medical appointments unable to be scheduled outside the school day.

8.10.3. Sick Leave Requests

Employees shall be required to submit sick leave requests using the appropriate online form. The employee may be asked to list the name of the physician, if one has been seen by the employee during the illness, as prescribed by O.R.C. 3319.141.

8.10.4. Leave of Absence Without Pay for Illness

Pursuant to O.R.C. §3319.13, and upon written request of the certified employee, and if medically necessary, the Board shall grant one (1) years' leave of absence without pay where illness is the reason for the request. Upon subsequent request, such leave may be extended by the Board. An additional year may be granted.

8.10.5. Responsible Use of Sick Leave

A. Sick Leave is provided to the Employee to be taken only in the event of personal illness or as otherwise provided for within this Article. Falsification with respect to any matters related to sick leave claim may result in disciplinary action up to and including termination.

B. Any employee must provide physician documentation for each sick leave occurrence after an employee's sixth (6th) occurrence or sixth (6^{th}) consecutive day of absence in the school year, whichever occurs first. This requirement can be waived by the Superintendent. The failure of an employee to provide a physician's note will result in discipline.

C. Sick leave abuse will not be tolerated. Any employee who uses sick leave for non-approved purposes or provides a fraudulent physician documentation in support of a sick leave absence shall be subject to discipline up to and including termination.

8.10.6. Sick Leave Bank

A Sick Leave Bank to be utilized by certified / licensed staff shall be established under the following guidelines:

1. Both certified / licensed staff and/or administrators shall be permitted to donate accumulated sick leave to the Sick Leave Bank; however, only bargaining unit members shall be able to utilize the Sick Leave Bank.

2. Each certified / licensed staff and/or administrator may donate a maximum of five (5) sick days during any single school year.

3. The Sick Leave Bank shall have a maximum of one more day than the number of bargaining unit members to be utilized by certified / licensed members.

4. If the number of available days in the Sick Leave Bank falls below fifty (50), a request shall be made for the certified / licensed staff and/or administrators to donate additional days.

A Sick Leave Bank Committee shall be established following these guidelines:

1. The Association President shall appoint one member from each building in the district to comprise the Sick Leave Bank Committee. Additionally, one Association Officer — also appointed by the Association President - shall chair the committee. Committee members shall be appointed annually.

2. All decisions of the Sick Leave Bank Committee are final and binding.

3. The Sick Leave Bank Committee may establish the criteria under which sick leave will be distributed from the Sick Leave Bank.

The following guidelines shall remain constant.

a. All certified / licensed members requesting days from the Sick Leave Bank shall have exhausted all their accumulated sick leave.

b. Any illness or injury that would qualify under Article 8.10.2 as sick leave shall qualify a certified / licensed member to utilize the Sick Leave Bank.

c. In order to qualify for additional sick leave from the Sick Leave Bank, the certified / licensed member must have enrolled in the Sick Leave Bank during the open donation period for the school year during which the Sick Leave Bank days are needed. The open enrollment period shall occur on the first workday and close after the fourth (4th) week each school year. The member must complete the form in Appendix B1 to donate days to the sick leave bank.

d. The Sick Leave Bank shall not be utilized for normal pregnancy.

e. Each certified / licensed member must complete the Sick Leave Bank Form, located in Appendix B2, prior to receiving days from the Sick Leave Bank. The form shall indicate the date on which the member's personal sick accumulation will be exhausted, the reason why the member must be off work, and the number of days up to thirty (30) requested from the Sick Leave Bank. A member may make further requests for withdrawals from the Sick Leave Bank. However, days

granted will not exceed a total of forty-five (45) days in any school year. Any subsequent request must be accompanied by the required written physician's statement. The discretion to approve additional withdrawals from the Sick Leave Bank rests with the Sick Leave Bank Committee.

f. The Treasurer of the Madison Local Schools shall provide the chairperson of the Sick Leave Bank Committee with a monthly report that states the current number of days being held in the Sick Leave Bank.

g. Once a certified / licensed member has donated sick leave to the Sick Leave Bank, he/she has no claim to that (those) specific day(s).

h. The Sick Leave Bank Committee shall meet as needed A member who has applied for and been recommended by STRS physician(s) for disability retirement may not apply for days from the Sick Leave Bank so that he/she may extend the date on which he/she will begin his/her STRS disability retirement. However, if a member's disability is denied by the SIRS Board, a member may apply for withdrawals from the Sick Leave Bank.

4. Appeal Board

a. An Appeal Board will be established composed of the following persons:

(1) The Association President or designee.

(2) One additional member will be appointed by the Association President.

(3) No appointed member of the Sick Leave Bank Committee may at the same time be a member of the Appeal Board.

b. The Association President or designee will act as chairperson of the Appeal Board.

c. If a request for use of sick leave days is denied by the Sick Leave Bank Committee, then the applicant may appeal the committee's decision to the Appeal Board within ten (10) working days after the denial. Any decision by the Appeal Board must be a unanimous vote. A tie vote will automatically support the Sick Leave Bank Committee decision. All decisions of the Appeal Board are final and binding.

d. The Appeal Board will rule on any appeal within ten (10) working days after receiving the appeal in writing.

e. The parties understand and agree that any decision of the Sick Leave Bank Committee or the Appeal Board created under this Article is not a decision of the District's Board of Education or the District's administration and may not be grieved or otherwise contested in any manner.

ARTICLE IX - PAYROLL PRACTICES

9.1. Pay Periods

All regularly contracted employees covered by this Agreement will be paid in 24 equal installments through direct deposit of their pay into one or more banks and/or credit unions. Beginning with the first pay of contract year 2021, pay checks shall be deposited to employees on the 5th and 20th of each month.

9.2. Payroll Deductions

The Board will provide, through the Treasurer, payroll deductions of the matters listed below as a service to employees in the bargaining unit. Additional deductions may be provided upon mutual agreement of the parties.

Retirement
Withholding Tax
Insurances
Federal, Local and State Tax
Association Dues and Fair Share Fees
Tax Sheltered Annuity
United Appeal
Credit Union
Educators Political Action Committee

ARTICLE X - SALARY AND OTHER COMPENSATION

10.1. Admission and Assignment of Employee's Children

School age children of employees covered by this Agreement who are not residents of the School District shall be eligible to attend school PreK - 12 through the open enrollment policy of the Board. However, any caps on the admission of open enrollment students shall not apply to the school age children of employees who are not residents of the School District. In the event it is determined that this provision would require the Madison Local School District to accept children requiring special education who would not otherwise be eligible to attend Madison Schools, then this provision shall be void and of no force and effect.

10.2. Department Heads/Grade Leaders

Elementary grade level leader				**TOTAL PAY***
Kindergarten				3%
1st grade				3%
2nd grade				3%
3rd grade				3%
4th grade				3%
5th grade				3%
Specials Area PK-5				3%
Special Ed. PK-5				3%
Middle School grade level leader				
6th grade				3%
7th grade				3%
8th grade				3%
Middle/High Department Chair				
Social Studies 9-12				4%
English/F.L. 9-12				4%
Math 9-12				4%
Science 9-12				4%

Career Connections 6-12				3%
P.E. / Health 6-12				3%
Fine Arts 6-12				3%
Special Ed. 6-12				4%

*Grows with experience
*Number years' experience at Bachelor's Step
*Using a base salary of Bachelor Step 0. (See Appendix C-1)

Those teachers teaching a dual credit class shall be paid a stipend of five hundred dollars ($500) for each College Credit Plus (CCP) class taught per semester.

10.3. Salaries

10.3.1. Salary compensation under a regular teaching contract shall be in accordance with the salary schedules attached to this Agreement.

10.3.2. Teachers shall be paid on the indexed regular salary schedule (Appendix C1 and C2) in keeping with the provisions of this Article.

A. In order for placement on the one hundred fifty (150) hours column, a teacher must have one hundred fifty (150) semester house inclusive of an earned Bachelor's degree from an accredited teacher education college or university recognized by the Ohio Department of Education.

B. In order for placement on the Master plus twenty (20) column, a teacher must have earned twenty (20) semester hours in graduate courses after receipt of a Master's degree from an accredited teacher education college or university recognized by the Ohio Department of Education.

C. Three (3) quarter hours shall equal two (2) semester hours for purposes of this Article.

10.3.3 Effective August 1, 2023, all newly-hired teachers with no years of experience shall be paid at Step 1.

10.4. Severance Pay

In accordance with O.R.C. §124.39, the Madison Local Board of Education shall grant unused sick leave severance pay to employees according to the following procedure:

10.4.1. One-fourth (1/4) of all unused sick leave accumulated will be granted to all employees meeting the condition of retirement.

10.4.2. For those at maximum accumulated sick leave, the maximum one-fourth (1/4) of severance pay shall be fifty (50) days plus an additional five (5) days computed as follows:

$$200/4 = 50 + 5 = 55$$

A. Severance pay shall be a one-time, lump sum payment to eligible employees who retire before the calendar year in which they attain the age of fifty five (55).

B. The Board has implemented an Accumulated Leave Plan for retirees who attain at least the age of fifty-five (55) during the calendar year in which they retire.

10.4.3. Payment shall be based on the employee's daily rate of pay at the time of retirement.

10.4.4. Upon meeting a condition of retirement and after receiving unused sick leave severance pay according to the formula, all other unused sick leave is canceled.

10.4.5. For purposes of this Article, any teacher who dies while an active employee of the District shall be deemed to have retired and the survivors will be entitled to the severance pay benefit.

10.5. State Teachers Retirement System Pick-up

The adopted Board of Education Policy in effect concerning State Teachers Retirement System member contribution pick-up shall be maintained in effect for the duration of his/her contract. This pick-up plan is at no cost to the Madison Board of Education.

10.6. Supplemental Salaries

10.6.1. Nothing herein contained shall be construed to prohibit the Board from offering a supplemental contract to any individual classroom teacher, such additional time to be paid at the rate as established by the adopted supplemental salary schedule. No individual teacher shall be required to accept a supplemental contract.

10.6.2. All professional staff members assigned additional responsibilities and/or granted additional compensation for such responsibilities shall be given a written supplemental limited contract that is in addition to their regular contract.

10.6.3. Coaches' pay is determined on B.S. salary schedule by multiplying the percentage factor times the appropriate step on the salary schedule in effect on July 1st and which represents the years of experience in the sport they are coaching and in accordance with the schedule attached hereto (Appendix C).

10.6.4. Teacher(s) employed by the District as an athletic coach in the same sport will be given full credit on the supplemental schedule for such coaching experience.

10.6.5. Teachers within the system transferring from one sport to another will be given one-half (1/2) credit for each school year of continuous coaching service.

10.6.6. Supplemental contracts shall automatically expire at the conclusion of the activity for which the supplemental contract has been granted.

10.6.7. Supplemental Review Committee

A. The Review Panel will consist of:

1. Three (3) representatives appointed by the Superintendent;

2. Three (3) teachers appointed by the Association.

B. The Review Panel shall

1. Select a chairperson and a recorder;

2. Receive as needed joint requests of at least one (1) administrator and one (1) teacher for:

- adding positions;
- deleting positions;
- adjusting position placements;
- amending job descriptions;

3. Reserve the right to gather additional input;

4. Screen requests and submit to the Superintendent and the Association President for approval by the Board and the Association those requests which a consensus of the Review Panel feels has merit;

5. In all cases where a new position is being proposed, recommend a pay level for that position;

6. Require the person making the request to provide a new proposed job description in cases where a new position is being requested;

7. Complete its work by April 1 for recommendations for the following year;

8. Give results of the request to the concerned parties within thirty (30) days of the Review Panel's recommendation submitted to the Superintendent and Association President.

10.6.8 Supplemental contracts shall be paid as follows:

A. Athletic Supplementals:

i) Fall – Second Pay of November

ii) Winter – Second Pay of March

iii) Spring – Second Pay of May

B. Non-Athletic Supplementals:

i) Second Pay of May

10.7. Tuition Reimbursement

10.7.1. Tuition Reimbursement Fund

The tuition reimbursement fund will be funded each year at $15,000.

10.7.2. Criteria for Reimbursement

A. Both undergraduate and graduate courses taken from any fully accredited college or university may be approved.

B. No reimbursement will be made to a teacher who enrolls in courses where the tuition is paid by scholarship, fellowship, or federal grant. No reimbursement will be made unless a grade of at least a "B" or "Passing" is obtained.

10.7.3. Procedures

A. Applications for tuition reimbursement will be available at the Board office and in each building.

B. The following items must be submitted along with the completed application:

1. A copy of the grade for the class.

2. Proof of tuition payment (receipt, cancelled check, etc.).

3. The applicant will be entitled to be reimbursed in the amount of $500 for tuition paid by the applicant for the course approved.

C. After completing coursework, an application for tuition reimbursement for each course taken must be submitted to the Superintendent. After review of the documentation submitted, the Superintendent shall forward the application to the Local Professional Development Committee (LPDC).

D. The LPDC will meet within thirty (30) teacher work days to approve or disapprove each application which is either in accordance with the teacher's IPDP or furthers the teacher's professional growth.

10.7.4. Disbursal of Fund

This fund will be disbursed on a first come, first served basis for each applicant's first application. Should additional monies remain in the tuition reimbursement pool, all applicants with second applications shall share in the remainder on a pro-rated basis.

10.7.5 In the event the District receives money as a result of a staff member supervising a student teacher, the District will provide compensation to the supervising teacher equal to that received from the student teacher's college/university, less applicable taxes and deductions.

ARTICLE XI- INSURANCE

11.1. Access to Insurance Programs

11.1.1. To qualify for any insurance programs, except life insurance, an employee must be regularly scheduled by the employee's contract to work 30 hours or more per week, excluding supplemental hours and time sheeted hours.

11.1.2. The following insurance programs shall be available for all regular teaching staff members, except Individual/Small Group Instructors, covered by the Agreement who complete the required applications for such insurance and transmit such applications to the Treasurer of the Board. Appropriate information and application forms will be provided to all new teaching staff members by the administration at the time of pre-employment processing; and it is desirable that such applications be completed and filed at that time if the teaching staff member desires insurance coverage. A notification regarding the annual open enrollment period will be posted in each school building prior to and during such annual open enrollment period.

11.1.3. The Board agrees to provide the same health insurance plan to bargaining unit employees as it provides to its administrators.

11.2. Dental Plan

The Board shall purchase from the Butler County Health Consortium a dental plan for each certificated employee which meets or exceeds the present coverage. The Board will be permitted to offer three types of dental plans, the maximum employee premium share of which shall be 10%.

11.3. Hospitalization, Surgical, Major Medical Insurance

For the term of this Agreement, the Board shall provide the Butler County Health Insurance Common Plan or similar coverage as insurance options that include a PPO and a HDHP with Health Savings Account. The Board shall pay a percentage of the monthly premium of the managed care health insurance plan options provided by the Butler County Health Plan for single, single plus one and family plan as follows:

- Effective July 1, 2025, the Board shall pay 85% of the monthly premium for any PPO health insurance plan and an employee electing this plan shall pay 15%; Effective July 1, 2026, the Board shall pay 83% of the monthly premium for any PPO health insurance plan and an employee electing this plan shall pay 17%; Effective July 1, 2027, the Board shall pay 82% of the monthly premium for any PPO health insurance plan and an employee electing this plan shall pay 18%;

- Effective July 1, 2025, the Board shall pay 90% of the monthly premium for any HDHP (HSA) health insurance plan and an employee electing this plan shall pay 10%

11.4. IRS 125 Plan

The Board will implement that portion of IRS Regulation 125 which tax shelters the employee portion of the health care premium. The Board shall implement, effective January 1, 2007, an expanded IRS Regulation 125 plan which provides for the tax sheltering of other allowable items (i.e., medical expenses, day care costs, etc.)

11.5. Term Life Insurance

The Board shall purchase from a carrier licensed by the State of Ohio Group Term Life Insurance for each member of the bargaining unit now or hereafter employed in the amount of $30,000.00, except for half-time teachers for whom $15,000.00 group term life insurance will be purchased. Such insurance shall include provisions for double indemnity in the case of accidental death or dismemberment, disability premium waiver, and conversion privileges, as well as guaranteed insurability.

The full cost of the program and any increases thereof shall be paid by the Board of Education.

ARTICLE XII - DURATION

12.1 This Agreement shall represent the total understanding of the parties. The language in the Agreement shall supersede language from previous Agreements.

12.2 The provisions of this Agreement shall be effective as of July 1, 2025, and shall remain in full force and effect through June 30, 2028, subject to the availability of funds for salaries and insurance benefits. Should the funds not be available, the remaining language shall remain in full force and effect with a reopener solely addressing salaries and insurance benefits unless the parties agree otherwise. In the event of a reopener, the Association expressly reserves all rights it may have under Chapter 4117.

MADISON LOCAL SCHOOL DISTRICT BOARD OF EDUCATION

By _____
President

By _____
Treasurer

MADISON LOCAL EDUCATION ASSOCIATION

By _____
President

By _____
OEA Representative

APPENDIX A

MADISON LOCAL SCHOOL DISTRICT
GRIEVANCE REPORT
STEP 1

SUBMIT FOUR (4) COPIES

Name of Employee _____ Date _____

Address _____ Phone _____

Building _____ Position _____

Article, Section, and paragraph of the Agreement or local Supplemental Agreement violated:

_____

Date of Alleged Violation: _____

STATEMENT OF GRIEVANCE: _____

REMEDY SOUGHT:

_____
Signature of Grievant

_____
Signature of Grievant

Date Signed: _____

_____
Signature of Principal

Date Signed: _____

APPENDIX B-1

MADISON LOCAL SCHOOL DISTRICT
SICK LEAVE BANK DONATION FORM

The Board of Education and the Madison Education Association (MEA) have agreed to establish a Sick Leave Bank. This bank will provide for additional days of sick leave for members of the bargaining unit represented by the MEA. Before October 31 of each school year each member in the bargaining unit will be given the opportunity to donate up to five (5) days of his/her personal sick leave accumulation to the Sick Leave Bank. All donations will be made by completing the Sick Leave Bank Donation Form. Leave donations cannot be recovered.

Employees who decide to participate should complete the form below and return it to the Treasurer's office no later than October 31 of each school year.

I have read the above information and agree to donate _____ days to the Sick Leave Bank.

Employee Number:_____

_____ _____
Date Employee (please print)

_____
Signature

APPENDIX B-2

MADISON LOCAL SCHOOL DISTRICT

SICK LEAVE BANK DISTRIBUTION REQUEST FORM

Name_____

I am requesting_____ (number of days) from the Sick Leave Bank.

Estimated duration of illness_____ Date Sick Leave Expires_____

Explanation of Illness:

_____

_____

_____

_____ Attached is my physician's statement regarding this illness. (Second or subsequent requests only.)

I understand that the decision of the Sick Leave Bank Committee is not subject to the grievance process. Appeals may be made to the Appeal Board. The decision of the Appeal Board is final.

Signed: _____ Date:_____

Employee Number:_____

TO: TREASURER / PAYROLL DEPARTMENT

The above employee has been approved by the Sick Leave Bank Committee/Appeal Board to borrow _____ days from the Sick Leave Bank.

Signed:_____
(Representative, Sick Leave Bank Committee)

Date:_____

APPENDIX C

FY 2026 Certified Schedule								
FY 2025 Base Salary	$40,630							
FY2026 Base Salary (3.75%)	$42,154							
	BACHELORS		BACHELORS + 150		MASTERS		MASTERS + 20	
Step	Index	Salary	Index	Salary	Index	Salary	Index	Salary
	1	FY 2026	2	FY 2026	3	FY 2026	4	FY 2026
0	1.0000	$42,154	1.0400	$43,840	1.1000	$46,369	1.1415	$48,118
1	1.0395	$43,819	1.0850	$45,737	1.1500	$48,477	1.1925	$50,268
2	1.0790	$45,484	1.1300	$47,634	1.2000	$50,584	1.2435	$52,418
3	1.1185	$47,149	1.1750	$49,531	1.2500	$52,692	1.2945	$54,568
4	1.1580	$48,814	1.2200	$51,427	1.3000	$54,800	1.3455	$56,718
5	1.1975	$50,479	1.2650	$53,324	1.3500	$56,907	1.3965	$58,868
6	1.2370	$52,144	1.3100	$55,221	1.4000	$59,015	1.4475	$61,017
7	1.2765	$53,809	1.3550	$57,118	1.4500	$61,123	1.4985	$63,167
8	1.3160	$55,474	1.4000	$59,015	1.5000	$63,231	1.5495	$65,317
9	1.3555	$57,139	1.4450	$60,912	1.5500	$65,338	1.6005	$67,467
10	1.3950	$58,804	1.4900	$62,809	1.6000	$67,446	1.6515	$69,617
11	1.4345	$60,469	1.5350	$64,706	1.6500	$69,554	1.7025	$71,767
12	1.4740	$62,135	1.5800	$66,603	1.7000	$71,661	1.7535	$73,916
13	1.5135	$63,800	1.6250	$68,500	1.7500	$73,769	1.8045	$76,066
14	1.5530	$65,465	1.6700	$70,397	1.8000	$75,877	1.8555	$78,216
15	1.5925	$67,130	1.7150	$72,294	1.8500	$77,984	1.9065	$80,366
16	1.5925	$67,130	1.7150	$72,294	1.8500	$77,984	1.9065	$80,366
17	1.5925	$67,130	1.7150	$72,294	1.8500	$77,984	1.9065	$80,366
18	1.5925	$67,130	1.7150	$72,294	1.8500	$77,984	1.9065	$80,366
19	1.5925	$67,130	1.7150	$72,294	1.8500	$77,984	1.9065	$80,366
20	1.6320	$68,795	1.7600	$74,190	1.9000	$80,092	1.9575	$82,516
21	1.6320	$68,795	1.7600	$74,190	1.9000	$80,092	1.9575	$82,516
22	1.6320	$68,795	1.7600	$74,190	1.9000	$80,092	1.9575	$82,516
23	1.6320	$68,795	1.7600	$74,190	1.9000	$80,092	1.9575	$82,516
24	1.6320	$68,795	1.7600	$74,190	1.9000	$80,092	1.9575	$82,516
25	1.6715	$70,460	1.8050	$76,087	1.9500	$82,200	2.0085	$84,666
26	1.6715	$70,460	1.8050	$76,087	1.9500	$82,200	2.0085	$84,666
27	1.6715	$70,460	1.8050	$76,087	1.9500	$82,200	2.0085	$84,666
28	1.6715	$70,460	1.8050	$76,087	1.9500	$82,200	2.0085	$84,666
29	1.6715	$70,460	1.8050	$76,087	1.9500	$82,200	2.0085	$84,666
30	1.7110	$72,125	1.8500	$77,984	2.0000	$84,307	2.0595	$86,816

FY 2027 Certified Schedule								
FY 2026 Base Salary	$42,154							
FY2027 Base Salary (3.50%)	$43,629							
	BACHELORS		BACHELORS + 150		MASTERS		MASTERS + 20	
Step	Index	Salary	Index	Salary	Index	Salary	Index	Salary
	1	FY 2027	2	FY 2027	3	FY 2027	4	FY 2027
0	1.0000	$43,629	1.0400	$45,374	1.1000	$47,992	1.1415	$49,803
1	1.0395	$45,352	1.0850	$47,338	1.1500	$50,173	1.1925	$52,028
2	1.0790	$47,076	1.1300	$49,301	1.2000	$52,355	1.2435	$54,253
3	1.1185	$48,799	1.1750	$51,264	1.2500	$54,536	1.2945	$56,478
4	1.1580	$50,522	1.2200	$53,227	1.3000	$56,718	1.3455	$58,703
5	1.1975	$52,246	1.2650	$55,191	1.3500	$58,899	1.3965	$60,928
6	1.2370	$53,969	1.3100	$57,154	1.4000	$61,081	1.4475	$63,153
7	1.2765	$55,692	1.3550	$59,117	1.4500	$63,262	1.4985	$65,378
8	1.3160	$57,416	1.4000	$61,081	1.5000	$65,444	1.5495	$67,603
9	1.3555	$59,139	1.4450	$63,044	1.5500	$67,625	1.6005	$69,828
10	1.3950	$60,863	1.4900	$65,007	1.6000	$69,806	1.6515	$72,053
11	1.4345	$62,586	1.5350	$66,971	1.6500	$71,988	1.7025	$74,278
12	1.4740	$64,309	1.5800	$68,934	1.7000	$74,169	1.7535	$76,504
13	1.5135	$66,033	1.6250	$70,897	1.7500	$76,351	1.8045	$78,729
14	1.5530	$67,756	1.6700	$72,861	1.8000	$78,532	1.8555	$80,954
15	1.5925	$69,479	1.7150	$74,824	1.8500	$80,714	1.9065	$83,179
16	1.5925	$69,479	1.7150	$74,824	1.8500	$80,714	1.9065	$83,179
17	1.5925	$69,479	1.7150	$74,824	1.8500	$80,714	1.9065	$83,179
18	1.5925	$69,479	1.7150	$74,824	1.8500	$80,714	1.9065	$83,179
19	1.5925	$69,479	1.7150	$74,824	1.8500	$80,714	1.9065	$83,179
20	1.6320	$71,203	1.7600	$76,787	1.9000	$82,895	1.9575	$85,404
21	1.6320	$71,203	1.7600	$76,787	1.9000	$82,895	1.9575	$85,404
22	1.6320	$71,203	1.7600	$76,787	1.9000	$82,895	1.9575	$85,404
23	1.6320	$71,203	1.7600	$76,787	1.9000	$82,895	1.9575	$85,404
24	1.6320	$71,203	1.7600	$76,787	1.9000	$82,895	1.9575	$85,404
25	1.6715	$72,926	1.8050	$78,750	1.9500	$85,077	2.0085	$87,629
26	1.6715	$72,926	1.8050	$78,750	1.9500	$85,077	2.0085	$87,629
27	1.6715	$72,926	1.8050	$78,750	1.9500	$85,077	2.0085	$87,629
28	1.6715	$72,926	1.8050	$78,750	1.9500	$85,077	2.0085	$87,629
29	1.6715	$72,926	1.8050	$78,750	1.9500	$85,077	2.0085	$87,629
30	1.7110	$74,649	1.8500	$80,714	2.0000	$87,258	2.0595	$89,854

FY 2028 Certified Schedule									
FY 2027 Base Salary	$43,629								
FY2028 Base Salary (2.750%)	$44,829								
	BACHELORS		BACHELORS + 150		MASTERS		MASTERS + 20		
Step	Index	Salary	Index	Salary	Index	Salary	Index	Salary	
	1	FY 2028	2	FY 2028	3	FY 2028	4	FY 2028	
0	1.0000	$44,829	1.0400	$46,622	1.1000	$49,312	1.1415	$51,172	
1	1.0395	$46,600	1.0850	$48,639	1.1500	$51,553	1.1925	$53,458	
2	1.0790	$48,370	1.1300	$50,657	1.2000	$53,795	1.2435	$55,745	
3	1.1185	$50,141	1.1750	$52,674	1.2500	$56,036	1.2945	$58,031	
4	1.1580	$51,912	1.2200	$54,691	1.3000	$58,278	1.3455	$60,317	
5	1.1975	$53,683	1.2650	$56,709	1.3500	$60,519	1.3965	$62,604	
6	1.2370	$55,453	1.3100	$58,726	1.4000	$62,760	1.4475	$64,890	
7	1.2765	$57,224	1.3550	$60,743	1.4500	$65,002	1.4985	$67,176	
8	1.3160	$58,995	1.4000	$62,760	1.5000	$67,243	1.5495	$69,462	
9	1.3555	$60,766	1.4450	$64,778	1.5500	$69,485	1.6005	$71,749	
10	1.3950	$62,536	1.4900	$66,795	1.6000	$71,726	1.6515	$74,035	
11	1.4345	$64,307	1.5350	$68,812	1.6500	$73,968	1.7025	$76,321	
12	1.4740	$66,078	1.5800	$70,830	1.7000	$76,209	1.7535	$78,607	
13	1.5135	$67,848	1.6250	$72,847	1.7500	$78,450	1.8045	$80,894	
14	1.5530	$69,619	1.6700	$74,864	1.8000	$80,692	1.8555	$83,180	
15	1.5925	$71,390	1.7150	$76,881	1.8500	$82,933	1.9065	$85,466	
16	1.5925	$71,390	1.7150	$76,881	1.8500	$82,933	1.9065	$85,466	
17	1.5925	$71,390	1.7150	$76,881	1.8500	$82,933	1.9065	$85,466	
18	1.5925	$71,390	1.7150	$76,881	1.8500	$82,933	1.9065	$85,466	
19	1.5925	$71,390	1.7150	$76,881	1.8500	$82,933	1.9065	$85,466	
20	1.6320	$73,161	1.7600	$78,899	1.9000	$85,175	1.9575	$87,752	
21	1.6320	$73,161	1.7600	$78,899	1.9000	$85,175	1.9575	$87,752	
22	1.6320	$73,161	1.7600	$78,899	1.9000	$85,175	1.9575	$87,752	
23	1.6320	$73,161	1.7600	$78,899	1.9000	$85,175	1.9575	$87,752	
24	1.6320	$73,161	1.7600	$78,899	1.9000	$85,175	1.9575	$87,752	
25	1.6715	$74,931	1.8050	$80,916	1.9500	$87,416	2.0085	$90,039	
26	1.6715	$74,931	1.8050	$80,916	1.9500	$87,416	2.0085	$90,039	
27	1.6715	$74,931	1.8050	$80,916	1.9500	$87,416	2.0085	$90,039	
28	1.6715	$74,931	1.8050	$80,916	1.9500	$87,416	2.0085	$90,039	
29	1.6715	$74,931	1.8050	$80,916	1.9500	$87,416	2.0085	$90,039	
30	1.7110	$76,702	1.8500	$82,933	2.0000	$89,658	2.0595	$92,325	

APPENDIX D

MADISON LOCAL SCHOOLS
SUPPLEMENTAL DUTY PAY SCHEDULE
USING A BASE SALARY OF BACHELOR STEP 0-DURING THE
2025-2026 through 2027-2028 CONTRACT YEARS

PART I - ATHLETIC ACTIVITIES

Pay determined using B.S. salary schedule according to years' experience in the sport being coached. If a coach assumes the responsibility of coaching two teams (varsity and junior varsity, for example), the pay will be varsity salary plus one-half junior varsity salary.

FALL: Activity	Percent			
Football - Head Program	14.0			
Football - Varsity Assistant(s) (Up to 4)	8.0			
Football - Specialty Assistant (Film/Stats)	2.0			
Football - Jr. High Head of Program.	7.0			
Football - Jr. High Assistant(s) (Up to 4)	4.0			
Golf - Varsity Boys	7.0			
Golf - Boys Assistant	3.5			
Soccer - Boys Head	9.0			
Soccer - Boys Assistant	7.0			
Soccer - Girls Head	9.0			
Soccer - Girls Assistant	7.0			
Tennis - Girls	7.0			
Tennis - Girls Assistant	3.5			
Volleyball - Head	9.0			
Volleyball - Assistant	7.0			
Volleyball - 8th Grade.	6.0			
Volleyball – 7th Grade	6.0			
Cheerleading - Varsity Football	7.0			
Cheerleading - JV Football	3.5			
Cheerleading - Varsity & JV Football	9.0			
Cheerleading – 7th / 8th Grade Football	6.0			
Cross Country*	9.0			
Cross Country – 7th / 8th Boys & Girls	4.0			
*Notes to Cross Country Positions; When one team (boys or girls) has less than seven members and the total in the program is less than 20, there will be one coach (9%). When both teams have more than seven, or the total in the program is 20 or more, there will be two coaches (7% each). When one individual serves as H.S. Boys & Girls Cross Country Coach, the individual will be paid at a rate of 11%.				

WINTER: Activity	Percent			
Basketball - Boys Varsity	14.0			
Basketball- Varsity Boys Assistant	2.0			
Basketball - Specialty Assistant (Film/Stats)	1.5			
Basketball - Boys JV	7.5			
Basketball - Boys 9'" Grade Head	6.0			
Basketball - Girls Varsity	14.0			
Basketball - Varsity Girls Assistant	2.0			
Basketball - Specialty Assistant (Film/Stats)	1.5			
Basketball - Girls JV	7.5			
Basketball - Girls 9th Grade Head	6.0			
Basketball - Boys 8th Grade	6.0			
Basketball - Boys 7th Grade	6.0			
Basketball - Girls 8th Grade	6.0			
Basketball - Girls 7th Grade	6.0			
Cheerleading - Varsity Basketball (includes Spring Tryouts)	8.0			
Cheerleading- JV Basketball	3.5			
Cheerleading- V & JV Basketball (includes Spring Tryouts)	10.0			
Cheerleading – 7th / 8th Basketball	6.0			
Cheerleading- Varsity Competition Squad	3.0			
Cheerleading - JH Competition Squad	2.0			
Wrestling - Head	14.0			
Wrestling- Assistant	5.0			
Wrestling – 7th / 8th Grade	8.0			
SPRING: Activity:	Percent			
Baseball- Varsity	9.0			
Baseball - Varsity Assistant	2.0			
Baseball - JV	7.0			
Softball - Varsity	9.0			
Softball - Varsity Assistant	2.0			
Softball - JV	7.0			
Tennis Boys	7.0			
Tennis - Boys Assistant	3.0			
Track - Boys Head Coach	9.0			
Track - Girls Head Coach	9.0			
Track - Track Assistant Boys	7.0			
Track - Track Assistant Girls	7.0			
Track - Boys 7th / 8th Grade	6.0			
Track - Girls 7th / 8th Grade	6.0			
Track - Boys 7th / 8th Grade Assistant	4.0			
Track - Girls 7th / 8th Grade Assistant	4.0			

MISCELLANEOUS ATHLETICS:.				
Head Site Manager	10.0			
Part B: Pay for the following are at a fixed percentage and not determined according to years' experience.				
Open Gym Girls	2.0			
Open Gym Boys	2.0			
Weight Training - Fall	2.0			
Weight Training - Winter	2.0			
Weight Training - Spring	2.0			
Weight Training - Summer	2.0			
H.S. ATHLETIC ON-SITE SUPERVISOR(S)				
Varsity Football	$50			
JV Football	$40			
Soccer - per game	$40			
Soccer - doubleheader	$75			
Volleyball - per home date	$40			
Wrestling Dual - per home date	$40			
Wrestling Invitational - per home date	$75			
Basketball (Doubleheader) - per home date	$50			
Basketball (Tripleheader) - per home date	$75			
Freshman Basketball - per home date	$30			
Track - 4 teams or less	$50			
Track - Relay Meet	$75			
Track - Invitational	$100			
7th/8th Grade Athletic On-Site Supervisor(s) - Per home date	$40			
PART II - NON-ATHLETIC ACTIVITIES				
Part A: Pay shall be determined according to the number of years' experience in directing the activity using the B.S. Salary Schedule.				
HIGH SCHOOL: Activity:				
Marching Band/Band Camp/Pep Band Director	10.0			
Concert/Vocal/Instrumental Director	3.0			
Asst. Band Director (Band Camp, etc.)	5.0			
Drill Team (Flag Corps, Band Camp)	5.0			
Yearbook- with Class Period	6.0			
Yearbook- 3 days extended time				
Yearbook- without Class Period	7.0			
Montage Literary Magazine	5.0			
Plays/Productions:				
1 Three Act Play				
1 Director	4.5			
♦ 1 Assistant Director	2.5			
♦ 1 Technical Director	2.5			

Auxiliary Performance	3.0			
1 Musical				
♦ 1 Theatrical Director	4.0			
♦ 1 Musical Director	4.0			
♦ 1 Technical Director	2.5			
♦ 1 Choreographer	2.0			
♦ 1 Vocal Director	2.0			
♦ 1 Theater Manager	2.5			
Jazz Band Director	2.5			
Steel Drum Band	2.5			
Middle School				
Vocal Concert Director	3.0			
Instrumental Concert Director	3.0			
Yearbook	4.5			
MADISON ELEMENTARY SCHOOL:				
Music Director (K-2)	I .5			
Music Director (3-4)	1.5			
Instrumental Music Director (5-6)	1.5			
Part B: Pay for the following are at a fixed percentage and not determined according to years' experience.				
ACADEMIC CLUBS - H.S.				
Art Club	2.0			
Foreign Language Club	2.0 each			
Science Club	2.0			
ACTIVITY CLUBS - H.S.				
National Honor Society	3.0			
Student Council	4.0			
Thespians (9-12)	2.5			
Key Club	2.0			
CLASS SPONSORS- H.S.				
Senior Class Sponsor	3.0			
Junior Class Sponsor	4.0			
Sophomore Class Sponsor	2.0			
Freshman Class Sponsor	2.0			
MISCELLANEOUS - H.S.				
Dual Credit — Instructor -$500/person/course				
LPDC Chair	2.0			
MIDDLE SCHOOL				
Washington DC Trip Advisor	$500			
Student Council	3.0			
Play/Productions — One Act	1.0			
Play/Productions — Three Act	2.0			
Play/Productions — Musical (3Act)	2.5			
Thespians	1.5			

ELEMENTARY SCHOOL:				
Intramurals - Boys	0.5			
Intramurals — Girls	0.5			
Student Council 5th / 6th	2.0			

Student Council 3rd / 4th	2.0			
Student Success Team - Reading Specialist	3.0			
Student Success Team - Reading Specialist	3.0			
Student Success Team - Special Education	3.0			
Yearbook	0.5			

Instructional Leadership Team				
STEM Integration Coach		2.0		
Math Coach PK-5		2.0		
PreK Building Representative		2.0		
SUTQ Leader		1.0		

MEMORANDUM OF UNDERSTANDING

BY AND BETWEEN

THE MADISON LOCAL SCHOOL DISTRICT

AND

THE MADISON EDUCATION ASSOCIATION

WHEREAS, the parties acknowledge the many new elements of the state adopted evaluation procedure (OTES) and the increased responsibilities it imposes upon teachers and administrators; and

WHEREAS, the parties wish to enter into a binding agreement concerning the commitments made to each other in the implementation of the new evaluation process while not binding each other with contract language;

NOW THEREFORE, the parties agree to the following provisions:

TEACHER EVALUATION

1. Evaluation Procedure Defined

   A. The evaluation procedure established in this article conforms to the framework for the evaluation of teachers developed pursuant to section 3319.112 of the Ohio Revised Code.

2. Application

   A. The teacher evaluation procedure contained in this agreement applies to the following employees of the District:

      1. Teachers working under a license issued under sections 3319.22, 3319.26, 3319.222 or 3319.226 of the Revised Code who spend at least fifty (50) percent of their time providing content-related student instruction.

      2. Teachers working under a permanent certificate issued under section 3319.222 of the Revised Code as it existed prior to September 2003 who spend at least fifty (50) percent of their time providing content-related student instruction.

3. Teachers working under a permanent certificate issued under section 3319.222 of the Revised Code as it existed prior to September 2006 who spend at least fifty (50) percent of their time providing content-related student instruction.

4. Teachers working under a permit issued under 3319.301 of the Revised Code who spend at least fifty (50) percent of their time providing content-related student instruction.

3. Evaluators

A. An evaluator must be a credentialed evaluator in accordance with state law and the rules and regulations of the Ohio Department of Education.

B. The evaluator must be working as a licensed administrator and not be a member of the bargaining unit.

C. The evaluator shall generally be the immediate supervisor of a teacher who is being evaluated. In situations where performance issues have been identified in prior evaluations, the District may assign a different evaluator or the teacher may request a different evaluator which will be selected by the District.

4. Evaluation Instrument

A. The Evaluation Instrument shall be the process and forms used by the teacher's evaluator. OTES 2.0 forms will be used.

5. Evaluation Committee

A. The Association and the Board may establish a standing joint Evaluation Committee for the purpose of consulting about the implementation of the policy, procedure and process for the evaluation of certified teachers in the District.

B. Committee Composition

1. The committee shall be comprised of up to five (5) Association members appointed by the Association president and up to five (5) members appointed by the Superintendent or designee. In addition each party may appoint up to one ad hoc non-voting member to assist and/or attend committee meetings.

2. Committee members shall be representative of elementary, middle school, secondary, and specialty areas (e.g., music, art, special education) within the district.

6. Orientation

A. On or before October 1 of this year, each teacher shall meet with his or her evaluator to discuss the evaluations process and the teacher's professional growth plan or improvement plan.

7. Schedule for Evaluation

A. All teachers shall receive one formal written evaluation each school year except as follows:

1. Teachers who received a final summative educator effectiveness rating of "Accomplished" or "Skilled" on their most recent evaluation.

a. Teachers who receive a final summative educator effectiveness rating of "Accomplished" on their most recent evaluation may be evaluated every three years as long as the teacher's student academic growth measure the most recent school year which data is available is average or higher.

b. Teachers who receive a final summative educator effectiveness rating of "Skilled" on their most recent evaluation may be evaluated every two years as long as the teacher's student academic growth measured for the most recent school year for which data is available is average or higher.

c. In any year in which a teacher who has not been formally evaluated as a result of having previously received a rating of "Accomplished" or "Skilled," the credentialed evaluator shall conduct a minimum of a walk through and hold one post conference with the teacher. A teacher who does not receive a full evaluation under this section must still complete a growth plan.

2. A teacher who is on leave for 50% or more of the school year will not be evaluated.

3. A teacher who is retiring at the end of the school year will not be evaluated as long as the teacher has submitted and the Board of Education accepts a notice of retirement on or before December 1 of the school year.

4. Notwithstanding any of the exceptions listed above, all teachers shall be evaluated in any year in which their contract is up for renewal or non-renewal, or in which the teacher shall become eligible for a continuing contract.

B. The evaluation shall be conducted and completed no later than the first day of May and the teacher being evaluated shall receive a written report of the results of this

evaluation not later than the tenth day of May, unless the teacher is being recommended for non-renewal. In that case, the teacher shall receive a written report of the results of the evaluation by May 1.

C. If the Board has entered into a limited contract or extended limited contract with the teacher pursuant to Section 3319.11 of the Revised Code, the Board shall perform a minimum of three (3) formal observations during the evaluation cycle in any school year in which the Board may wish to declare its intention not to reemploy the teacher.

8. Observations

A. Schedule of Observations

1. A minimum of two (2) formal observations shall be conducted to support each performance assessment. A formal observation shall last a minimum of thirty (30) minutes. The first observation must be conducted by January 31. The second observation must be conducted by the end of February for those teachers receiving three (3) observations, or by May 1 for those teachers receiving two (2) observations. The third observation for those teachers receiving three (3) observations will be completed by the end of April.

B. Observation Conference

1. All formal observations shall be announced and shall be preceded by a conference between the evaluator and the teacher in order for the teacher to explain plans and objectives for the work situation to be observed. The evaluator will endeavor to schedule this conference three (3) days prior to the observation. Questions to be discussed at the preconference will initially be drawn from the OTES "Pre-Observation Planning and Lesson Reflection Resource Questions."

2. A post-observation conference shall be held, and the evaluator will endeavor to schedule this conference within five (5) days after each formal observation. This conference shall be used to inform the teacher if observed instructional practices are aligned with the expectations that are identified in the teacher's professional growth or improvement plans.

3. A teacher or the evaluator may request a formal observation at any time in addition to those required by this procedure. A teacher may file a written response to any observation report.

9. Walkthroughs

A. A walkthrough is a formative written assessment piece that has the following components:

1. The walk-through will typically be a minimum of ten (10) consecutive minutes.

2. The evaluator will send feedback, written or electronic, to the teacher and will endeavor to provide this feedback within 48 hours after the walkthrough.

3. A walkthrough may be announced or unannounced.

4. The teacher may file written comments to the walkthrough.

5. Walkthroughs shall not unreasonably disrupt and/or interrupt the learning environment.

10. Informal Visits

A. Informal classroom visits may occur at any time to spot-check ongoing instructional activities, assess compliance with established building organizational routines and provide a vehicle for direct communication between professional employee and administrator. As opposed to a formal observation or a walkthrough, informal classroom visits will not result in a written report and/or a scheduled post-conference.

11. Finalization of Evaluation

A. Written Report

1. Before the evaluation cycle is final, and no later than May 10, a copy of the formal written evaluation report shall be given to the teacher and a conference shall be held between the teacher and the evaluator.

B. Completion of Evaluation Process

1. The summative evaluation of a teacher shall be based upon student growth measures and performance that is assessed during the walk-throughs and observations. The evaluation shall acknowledge the performance strengths of the teacher evaluated as well as performance deficiencies, if any. Evidence to support the conclusions reached in the final evaluation will be noted. The evaluation report shall be signed by the evaluator. The evaluation report should then be signed by the teacher to verify notification to the teacher that the evaluation will be placed on file, but the teacher's signature should not be construed as evidence that the teacher agrees with the contents of the evaluation report. The evaluation

report shall be completed by May 10, signed by both parties, and sent to the superintendent.

C. Response to Evaluation

1. The teacher shall have the right to make a written response to the evaluation and to have it attached to the evaluation report to be placed in the teacher's personnel file. A copy, signed by both parties, shall be retained by the teacher.

12. Professional Development

A. Professional growth and improvement plans shall be developed as follows:

1. Teachers who have attained a summative rating of Accomplished will develop a self-directed professional growth plan.

2. Teachers who have attained a summative rating of Skilled will develop a professional growth plan in collaboration with the assigned evaluator.

3. Teachers who have received a summative rating of Developing or Ineffective, or teachers with below average levels of student growth will be placed on an improvement plan directed by the assigned evaluator.

a. In the event that the teacher and the evaluator cannot agree on the evaluator's expectations for the improvement plan, the teacher may request an Association representative to facilitate further discussion between the teacher and the evaluator. If agreement is not reached by October 15, the evaluator shall implement an improvement plan that shall govern for purposes of the evaluation.

b. Professional growth and improvement plans for a school year shall be developed no later than October 15 each school year. Improvement plans shall follow the format on the OTES forms for Improvement Plans.

13. General Provisions

A. In the event of legislative action by the Ohio General Assembly that impacts in any way this topic, the parties to the Master Agreement agree to reconvene to bargain any changes to the contractual evaluation procedure to impasse.

14. Relationship to State Law

A. The provisions of this Section of the Agreement and the summative evaluation procedure established herein shall supersede the provisions of sections 3319.111 and 3319.112 of the Revised Code.

15. Provisions Applying to all Evaluations

A. Upon request, a teacher shall be entitled to association representation at any conference held during this procedure. A request for representation shall not cause the evaluator to miss the deadlines contained in the evaluation procedure.

B. A good faith attempt by the Board to comply with all required evaluation or non-renewal procedures shall satisfy any and all legal requirements precedent to the nonrenewal of any teacher's contract. Therefore, any minor, technical or other immaterial failure to comply with these procedures by the Board, which do not prejudice the substantial rights of a teacher, shall not serve to inhibit the right of the Board to non-renew or otherwise terminate the contract of a teacher.

16. School Nurse Evaluation

A. School nurses may be evaluated annually.

This memorandum is subject to enforcement through the contractual grievance procedure and expires with the Collective Bargaining Agreement on June 30, 2025.

For the Board:

Date: 1/23/2025

For the Association:

Date: 8-20-25