10/01/2025
1539-01
25-MED-01-0072
45978

NEGOTIATION
BETWEEN THE

MARION EDUCATION ASSOCIATION AND THE MARION CITY BOARD OF EDUCATION

Effective July 1, 2025 through June 30, 2027

TABLE OF CONTENTS

Article #1. Recognition Claus 1
1. Preface 1
2. Recognition of Association 1
3. CCP 1
4. Recognition Dispute Resolution… 1
Article #2. Negotiations Procedure 2
1. Scope of Negotiations 2
2. Definition of Terms… 2
5. Negotiation Procedure 2
a. Request for Negotiations 2
b. Exchange of Information 3
c. Agreement 3
d. Disagreement 3
e. Failure to Reach Agreement 3
6. No Strike 3
Article #3. Management Rights 4
Article #4. Association Rights 4
1. Association Leave 4
2. Association Use of Facilities and Equipment 4
3. Dissemination of Information 5
4. Agenda Materials 5
5. Association President Release Time 5
Article #5. Communications 6
Article #6. Grievance Procedure 7
1. Definitions 7
2. Rights of the Grievant and the Association 7
3. Time Limits 8
4. The Procedure 9
a. Informal Procedure 9
b. Formal Procedure 9
Article #7. Complaint Against Bargaining Group Members 10
1. Complaints 10
2. Complaint Resolution Process… 11
Article #8. Personnel File 11
1. Placement of Material in File 11
2. Right to Review 12
3. Records Manger 12
4. Rebuttal 12
5. Public Record Laws 12
Article #9. Discipline/Reprimand 12
1. Progressive Discipline… 12
Article #10 School Calendar 13
Article #11. Assignment, Transfer, and Promotion 14
1. Assignment and Transfer 14
2. Procedures 14

a. Assignment....14
b. Voluntary Transfers....14
c. Involuntary Transfer....15
d. Administrative/Supervisory Openings....15
Article #12. Preparation/Conference Time....16
1. Pre-K-5 Preparation/Conference Time....16
2. 6-12 Preparation/Conference Time....16
Article #13. Intra District Travel....17
Article #14. Extended Service....17
Article #15. Individual Teaching Contracts....17
Article #16. Employment of Retired Teachers....18
Article #17. Termination or Non-renewal of Bargaining Group Member Contracts....19
Article #18. Reduction in Force....20
1. Definitions....20
2. Conditions for Reduction in Force....20
3. Notification of Anticipated Reduction in Force....20
4. Suspension of Contract....20
5. Vacancies....20
6. Limited Contract Recall....21
7. Continuing Contract Recall....21
8. Comparable Evaluations....21
9. Seniority....22
10. RIF List....22
Article #19. Leave Provision....23
1. Sick Leave....23
2. Family Medical Leave Act....23
3. Maternity/Child Care Leave....25
a. Eligibility....25
b. Application....25
c. Application for Reinstatement....25
d. Early Termination of Maternity Leave....25
e. Reinstatement....25
4. Adoption Leave....25
a. Eligibility....25
b. Application....25
c. Application for Reinstatement....25
d. Reinstatement....26
5. Personal Leave....26
6. Assault Leave/Workplace Injury....27
7. Military Leave....28
8. Professional Meetings....28
9. Leave for Professional Improvement....29
10. Professional Development Voucher Plan....30
11. Jury Duty....31
12. Absent Without Leave (Dock Days)....31
Article #20. Sick Leave Bank....31

Article #21. Teacher's Salary Schedule 35
1. Salary Index… 35
2. Salary Schedules Years 2025-2026; 2026-2027… 36
3. Salary Upgrades 39
4. Longevity… 39
Article #22. Credit for Teaching Experience 39
Article #23. Supplemental Pay 39
1. Supplemental Duties 40
2. Supplemental Salary Schedule… 40
3. Supplemental Pay Scale… 45
4. Supplemental Pay Schedule… 47
5. Tournament Extended Pay… 47
6. Additional Duty Stipends… 49
7. Grandfathered Medical Buy-Out… 40
Article #24. Retirement Pay 50
Article #25. S.T.R.S. Pick-up 51
Article #26. Direct Deposit 51
Article #27. Authorized Payroll Deductions 51
Article #28. Additional Hours Assigned 53
Article #29. Insurance 53
Article #30. College Tuition 55
Article #31. Tuition Waiver 56
Article #32. Admission to Extra-curricular Activities 57
Article #33. Seniority 57
1. Definitions 57
2. Accrual of Seniority 57
3. Equal Seniority 57
4. Annual Seniority List 57
Article #34. Faculty Substitutes 58
Article #35. Local Professional Development Committee 58
Article #36. Member Evaluation 59
Definitions… 59
1. Purpose 60
2. Procedure 60
3. Evaluation Committee 61
4. Operational Procedures 62
5. Compensation 62
6. Secretarial Support 62
7. Committee Authority 63
Article #37. Non-Discrimination 63
Article #38. Non-Teaching Duties 63
Article #39. Professional Dress and Appearance 63
Article #40. Resident Educator Program 64
A. Purpose 64
B. Definitions 64
C. Resident Educator Mentor 65
D. Resident Educator 66

E. Resident Educator Coordinator 66
F. Confidentiality of the Mentoring Process 66
G. Compensation 66
H. Program Review 66
Article #41. Class Size 67
Article #42. Duration of Agreement 68

Signatures 68

FORMS
Grievance Informal Step 66
Grievance Step I 67
Grievance Step II 68
Grievance Step III… 69
Sick Leave Bank Enrollment and Waiver 70
MOU: Faculty Substitute 72

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

Article #1. Recognition Clause

1. Preface

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

2. Recognition of Association

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

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

3. CCP

a. If a Bargaining Unit Member has proper qualifications and is accepted as an adjunct professor, College Credit Plus classes will be added to our course catalog.

b. The district will provide a list of classes taken by students at the end of each school year.

c. The district will provide to the Association by September 1 of each year a list of employees who are eligible to teach CCP Classes.

4. Recognition Dispute Resolution

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

Article #2. Negotiation Procedure

1. Scope of Negotiations

    a. This article constitutes an agreement between the Board and the Association to attempt to reach mutual understandings regarding matters related to wages, hours, terms and other conditions of employment for bargaining group members. The Board cannot reduce, negotiate, or delegate its legal responsibilities.

    b. Good faith requires that the Board and the Association be willing to react to each other's proposals. If a proposal is unacceptable, the other side is obligated to give reasons why. Nothing in this agreement shall compel either party to agree to a proposal or to make a concession.

2. Definition of Terms

    As used in this Negotiations statement:

    a. Board shall mean the Board of Education of the Marion City Schools.

    b. Superintendent shall be defined as the Superintendent of the Marion City Schools who is recognized as the chief advisor and executive officer of the Board.

    c. Association or MEA shall be defined as those people who hold membership in the Marion Education Association.

    d. Bargaining Group Member - all certificated employees, licensed CTE instructors, super substitutes when employed by Marion City Schools, with the exception of administrators, supervisors, teacher aides, and substitute teachers.

    e. Treasurer shall mean treasurer of the Marion City Schools.

    f. During the adopted school year, "days" shall mean school days. During the summer vacation, such "days" shall mean weekdays (Monday through Friday) excluding legal holidays.

3. Negotiation Procedure

    a. Request for Negotiations

        1) Notice of intent to negotiate by either party shall be made in writing no later than ninety (90) calendar days prior to the expiration of the contract.

        2) Representatives of the Association and the Board of Education shall

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

b. Exchange of Information

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

c. Agreement

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

d. Disagreement

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

e. Failure to Reach Agreement

If agreement is not reached by 11:59 P.M. July 31, 2027 the items on which agreement has been reached, and the Board's last offer on unresolved issues, will be presented as a package to a meeting of the membership of the MEA sometime after July 31, 2027. The MEA membership will be given proper notification of said meeting. The package will be presented and accepted at said meeting. If rejected, the MEA has the right to provide proper notification of its intent to conduct a strike. Such a strike could not commence earlier than ten (10) days after providing such notification to the Superintendent of Schools.

4. No Strike

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

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

Article #3. Management Rights

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

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

Article #4. Association Rights

1. Association Leave

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

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

2. Association Use of Facilities and Equipment

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

3. Dissemination of Information

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

1) use the campus mail system and email to distribute materials.

2) use in each building a reasonable amount of space on existing faculty bulletin boards located in areas readily accessible to and normally frequented by teachers.

3) have announcements made on the school public address system at the regularly scheduled morning announcements to inform the time and place of association meeting.

4) have Association meetings scheduled on district/building calendars annually if those dates are provided to the district calendaring system prior to July 1 of the upcoming school year.

5) Access during normal business hours will be afforded to the association representatives, including our labor relations consultant, to address issues and talk to members so long as it does not interfere with classroom instruction and notification to the building administrator has been given and a scheduled date has been mutually agreed upon.

4. Agenda Materials

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

5. Association President Release Time

a. The Association President shall be entitled to half-time release solely for the purpose of conducting MEA business. The President will suffer no loss in salary, fringe benefits, or other contractual or statutory advantages to which he/she would have been entitled if working during the released time; however, the Association shall reimburse the Board by the end of each semester for the actual costs of the President's released time. The individual entitled to release time shall not be changed during a school year except as the result of a change in the Presidency due to an Association election. The Association President or designee shall receive release time which may be half time, the equivalent of nine paid days during the school year or any schedule in between, as agreed by the Superintendent and MEA President. These days, or half days, may be taken with a forty-eight (48) hour notice or with agreement of the Superintendent and MEA President. Any extended time, supplemental contract position, or stipend position held by the Association President shall not be subject to the release time provisions of this Section. The half-time release President is conditional based upon funding from

the National Education Association, Ohio Education Association and funding from the local association. The district shall continue to provide 9 (nine) paid days per school year under this contract for the President or designee. Any additional days must be agreed upon by the Superintendent and Association President and shall additionally be paid for by the Association.

b. The Association will encourage its members to schedule meetings requiring the Association President on the scheduled release day.

c. The release day schedule may be changed due to unforeseen circumstances. The Association President will notify the Building Principal and Superintendent of any changes in the release day schedule as soon as possible.

d. Association President, if feasible, shall not be assigned a regular duty

Article #5. Communications

A committee, District Labor Management Committee (DLMC), designated by the President of the Association and Superintendent shall meet monthly, on the third (3rd) or fourth (4th) Monday of every month, to discuss professional and personnel matters that may be of interest to all parties. The purpose of this committee shall be to maintain lines of communication between the Association and the Superintendent. In the event school is not in session on the third Monday of the month, the meeting will be scheduled the next school day.

Each building will establish a Building Labor Management Committee (BLMC) comprised of Building Association Representatives and Building Administration. BLMC Committees can include members outside of the bargaining unit, if mutually agreed upon by both building association representatives and building administration. Each BLMC shall meet monthly on a designated day and time prior to the DLMC to discuss professional and personnel matters that may be of interest to all parties. The purpose of this committee shall be to establish and maintain the lines of communication between the Association members and Building Administration. All attempts to solve issues prior to BLMC is encouraged. Each Committee shall prepare an agenda prior to the meeting and share it with the President of the Association and Superintendent and/or designee.

The BLMC's will include in monthly meetings a review of building behavior data to address issues of student discipline, intervention, and additional support. The committee will use a mutually agreed upon mediation service for a resolution process in order to establish consensus and procedure for addressing issues. Any issues not resolved will be forwarded to the DLMC.

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

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

SEL DLT Committee

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

Article #6. Grievance Procedure

1. Definitions

   a. A "grievance" is an alleged violation, misinterpretation or misapplication of this contract between the Board and the Association.

   b. A "grievant" may be a member or a group of staff members. The Association may file a grievance on behalf of staff members. Any grievance filed by the Association shall list the name of every employee then known to be affected by the circumstances giving rise to the grievance.

   c. The "immediate supervisor" shall mean a non-bargaining unit member who has immediate administrative line authority over the affected grievant.

2. Rights of the Grievant and the Association

   a. A grievant at his/her request may be represented by the Association at all formal and informal steps. The Association shall have the opportunity to be present at all grievance meetings during which grievance adjustments are discussed with the grievant. During the life of this agreement any grievance arising out of articles 8, 13, and 14 would go to Step II and if unresolved would go on to the Board of Education who shall take action upon the conclusion of the hearing.

   b. The purpose of this procedure is to secure, through the lowest level administrator having authority to resolve the grievance, a solution to the grievance. The parties agree that grievances will be kept as confidential as is appropriate and processed as expeditiously as possible.

   c. The Board through its administrative staff will provide the Association all readily available pertinent data and material requested by the Association to permit the processing of a grievance in a timely fashion, and the Association will provide all readily available pertinent data requested by the Board through its administrative

staff for like purposes.

d. Upon the filing of a complaint by the grievant or on the grievant behalf, in any court of competent jurisdiction demanding relief upon a matter which is the subject of a pending grievance, the grievance shall be deemed dismissed.

e. A grievant may withdraw a grievance at any level. Once withdrawn, a grievant is barred from refiling that grievance.

f. Unless part of a settlement or by direction of an arbitrator's award, no grievance form(s), record, document, or communication arising from a grievance shall be placed in the personnel file of any participant involved in the use of this procedure. No reprisal shall be made against any party involved in the use of this procedure.

g. All written grievances shall include the specific section(s) of the alleged violations(s), misinterpretations, or misapplication(s) of the contract and shall include the relief sought and date of the filing.

3. Time Limits

a. The number of days specified at each step in this procedure shall be considered as the maximum: and shall be adhered to in order to expedite this procedure. The time limits specified, however, may be extended by written agreement of both parties.

b. If the grievant does not file a grievance in writing within twenty (20) days after the grievant knew or should have known of the act or condition upon which the grievance is based, the grievance shall be considered waived.

c. If a decision on a grievance is not appealed within the time limits specified at any step of this procedure, the grievance shall be deemed resolved on the basis of the written disposition of that step.

d. Failure at any step of these procedures to conduct a meeting or to communicate a decision on the grievance within the specified time limits automatically entitles the grievant to proceed to the next level unless the time limits are extended in keeping with 3.3(a).

e. If a grievance appears to arise from the action or inaction of an authority higher than an immediate supervisor, it may be initiated at Step II.

f. Except at the arbitration step, each meeting held pursuant to this procedure shall be conducted at a time and place mutually agreed upon by the grievant and the appropriate administrator. Each meeting will be held at a place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend.

g. During the adopted school year, "days" shall mean school days. During the summer

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

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

4. The Procedure

All parties will use the grievance forms found in the back of the negotiated agreement throughout the grievance procedure.

a. Informal Procedure – Immediate Supervisor

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

b. Formal Procedure

STEP I – Immediate Supervisor

If the grievance is not resolved to the satisfaction of the grievant at the informal level, the grievant may further pursue the grievance within twenty (20) days after the grievant knew or should have known of the act or condition upon which the grievance is based by submitting the grievance in writing to his/her immediate Supervisor. The immediate supervisor will sign and date the Step 1 grievance form to indicate their receipt of the written grievance. The administrator will provide the grievant and Association with the signed copy of the form. Within seven (7) days after the receipt of the Step I written grievance, the immediate supervisor shall meet with the grievant. Within seven (7) days of this meeting, the immediate supervisor shall provide the grievant and the Association with a written disposition of the grievance. The grievant will sign and date the Step 1 written disposition to indicate their receipt. The grievant will provide the administrator and Association with the signed copy of the form.

STEP II – Superintendent's Designee

If the grievance is not resolved to the satisfaction of the grievant by Step I, the grievant may further pursue the grievance within seven (7) days after receipt of the Step I disposition by submitting the written grievance, Step II to the Superintendent's designee and to the Association's Grievance Committee Chairperson. The Superintendent's designee will sign and date the Step II grievance form to indicate their receipt of the written

grievance. The administrator will provide the grievant and Association with the signed copy of the form.

Within seven (7) days after receipt of Step II written grievance the Superintendent's designee shall meet with the grievant. The Superintendent's designee shall write a disposition of the grievance and return a copy to the grievant, the Association's Grievance Committee Chairperson and the Superintendent within seven (7) days after such meeting. The grievant will sign and date the Step II written disposition to indicate their receipt. The grievant will provide the administrator and Association with the signed copy of the form.

STEP III - Superintendent

If the grievance is not resolved to the satisfaction of the grievant by Step II, the grievant may further pursue the grievance within seven (7) days after receipt of the Step II disposition by submitting the Step III written grievance form to the Superintendent. The Superintendent will sign and date the Step III grievance form to indicate their receipt of the written grievance. The administrator will provide the grievant and Association with the signed copy of the form.

Within seven (7) days after receipt of Step III written grievance the Superintendent shall meet with the grievant and a representative from the Association. The Superintendent shall write a disposition of the grievance and return a copy to the grievant and the Association's Grievance Committee Chairperson within seven (7) days after such meeting. The grievant will sign and date the Step III written disposition to indicate their receipt. The grievant will provide the administrator and Association with the signed copy of the form.

If the grievance is not resolved at this step, the grievant may continue with Step IV.

STEP IV – Arbitration

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

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

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

Article #7. Procedure for Parent/Community Complaint Against Bargaining Group Members

1. Complaints

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

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

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

2. Complaint Resolution Process

a. First Level

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

b. Second Level

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

c. Third Level

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

d. Fourth Level

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

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

Article #8. Personnel File

1. Placement of Material in File

When a principal or other administrator finds it necessary to make a notation in a member's file which reflects upon the member's conduct, service, character, or personality, he/she shall afford the member the right to read such notation. The member shall acknowledge that he/she has read such notation by affixing his/her signature on the actual document filed; with the understanding that such signature does not indicate his/her agreement with its contents. The member shall also have the right to refute such notation and his/her answer shall be attached to the file copy. If no same or similar occurrence or discipline occurs within thirty-six (36) months, the Association Member must request that all associated negative documentation shall be pulled from the employee's file. Permanent files will be housed at the District Service Center.

2. Right to Review

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

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

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

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

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

Article 9. Discipline/Reprimand

Any written or oral disciplinary action or reprimand will be issued professionally and privately via a conference between the teacher, pertinent administrator(s) and an available representative

of the teacher's choice. Level of discipline will be discussed between the Association and the Administration. No bargaining unit member will be disciplined solely on the basis of an anonymous complaint without an investigation.

Progressive Discipline

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

    a. Documented warning;
    b. Written reprimand (Nothing herein shall preclude the administration from issuing more than one (1) reprimand)
    c. Suspension without pay not to exceed five (5) work days (given by Superintendent);
    d. Termination (with or without suspension pending the resolution of the termination proceedings) in accordance with section 3319.16 of the Ohio Revised Code and any related statutes.

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

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

Article #10. School Calendar

1. The bargaining group members shall be given the opportunity, each year, to vote on a minimum of three (3) calendar choices for the school year. These calendars shall include long and short Christmas vacations; and a long and short spring vacation. Consideration should be given to the possibility of not returning to school the day after a major holiday. If the calendar is adopted and a change is necessary, the bargaining group members shall be permitted to have a vote on any change that might be considered. A committee shall be established to review the three calendar choices and make recommendations. This committee shall consist of four (4) DSC employees, four (4) MEA employees (Appointed by the Association President, but will include representation of one (1) each from Elementary, Middle School, High School) and offer up to four (4) OAPSE employees. Compensation for time spent outside of the regular work day will be discussed by the committee. Upon mutual agreement of this team, parents may be appointed to this committee.

2. The Association will vote on the three (3) calendar choices. The calendar with the most votes will be presented to the Board of Education. The Association recognizes that any vote by the bargaining group members, regarding school calendars is in no way binding on the Board of Education whose responsibility it is to establish the calendar.

3. The parties agree that the current work year is 184 days and the current work day 7.5 hours

(seven and one-half hours). If the district losses more than five (5) days of instruction due to weather and emergency closure, days will be made up with up to three (3) remote learning days. If the district goes beyond the eight (8) days, school will be made up on the first available non-instructional days. No days will be made up at the end of the year unless the district falls below the state mandated high school minimum hours. If the district falls below the state high school minimum hours as determined by the sum of delays, and closures, a sufficient number of days shall be made up.

Article #11. Assignment, Transfer, and Promotion

1. Assignment and Transfer

   a. Insofar as possible, assignments should correlate with the individual's total qualification.

   b. The Superintendent has the statutory authority to direct and assign teachers and other employees of the schools under his supervision.

   c. Although the Board recognizes that frequent transfers of personnel from one school to another sometimes interferes with the operational processes, they also recognize that some transfers for administrative purposes and to insure a fair distribution of qualified and experienced employees throughout the system will be necessary.

   d. Periodic changes in position or building assignment frequently contribute to staff members achieving increased satisfaction, motivation, and performance-based accomplishments.

2. Procedures

   a. Assignment

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

   b. Voluntary Transfers

      1) During second semester, bargaining unit members will receive an electronic form pertaining to intentions for the next school year desired building, position, and employment. This request is not a substitute for application for any posted vacancy. Unit members must still apply for any posted vacancy.

      2) The Administration shall use the following criteria to guide decisions on requests for voluntary and involuntary transfers:

         (a) The individual qualifications of the bargaining group member.
         (b) The requirements of the position being requested.

(c) The effect upon staff balance of the requested transfer or reassignment.

c. Involuntary Transfer

1) If a bargaining group member has not initiated a request for a voluntary transfer and an involuntary transfer is necessary, the respective building principal or immediate supervisor will hold a conference with the bargaining group member to explain why the involuntary transfer is necessary.

2) If an involuntary transfer becomes necessary after the bargaining group member has received notification of the next year's assignment, the Assistant Superintendent/designee will hold a conference with the bargaining group member to inform the bargaining group member why the involuntary transfer is necessary.

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

3) When a necessary involuntary transfer to another building must be made, the bargaining group member(s) involved must be notified a minimum of two weeks in advance of the transfer. During the time period of August 15 through September 15, administrators will notify a bargaining group member as soon as possible when an involuntary transfer is necessary. In this case, the two (2) week minimum would be waived.

4) Any reassignment made pursuant to this policy will be based off the bargaining group member's area of certification with consideration of years of service. Voluntary transfers are preferred over involuntary transfers. The administrator will discuss anticipated changes with the affected team/department members prior to reassignments.

5) Any teacher being involuntarily transferred will be provided up to Seven and one half (7.5) hours to prepare their classroom to move at an hourly rate equivalent to Article 27. This time will be approved by Human Resources and submitted on a timesheet.

d. Job Postings

1) Job postings must comply with board policy and state law.

2) When vacancies become available, they will be posted within **10 days** on the district intranet.

3) All bargaining members will be posted internally prior to being posted externally except in the months of June, July, and August. During these months, postings will occur internally and externally at the same time in order to fill positions for the upcoming school year. This will not include supplemental

positions.

4) Members desiring to apply for a posted position must submit an application via the district electronic application system for the assignment by the deadline. Members who apply for a posted position and who are not selected will be notified in writing via email.

5) Only the two MOST qualified applicants from the internal pool must be interviewed. Qualified internal applicants for teaching positions may be given an interview after the two most qualified. However, if an internal candidate has been interviewed twice by the same building administrator and not previously selected, there will be no expectation of an offer for more interviews. This specifically does NOT include supplemental positions and administrative positions that become available. Supplemental and administrative positions that become open are exempt from this assurance.

6) The Board of Education declares its general support of the practice of filling administrative or supervisory positions from within the organization; however, this shall not preclude the administration and Board from determining that the interests of the school system can be best served by actively seeking candidates from outside the district.

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

8) The Association President will be provided a copy or notice of all administrative and certified job vacancies by email upon their posting.

Article #12. Preparation/Conference Time

1. Pre-K-5 Preparation/Conference Time
Each bargaining group member who is a teacher shall have a minimum of 200 minutes weekly for preparation time. Bargaining group members whose job assignment follows a flexible schedule, will work with their administrator(s) to schedule time weekly to prepare for their job requirements with students, staff, and parents. This preparation/conference time will not include time that is identified for building TBT's.

2. 6-12 Preparation/Conference Time
Each bargaining group member, who is a teacher, shall have a minimum of one full class period daily for preparation time. Bargaining group members whose job assignment follows a flexible schedule, will work with their administrator(s) to schedule time weekly to prepare for their job requirements with students, staff, and parents. This preparation/conference time will not include time that is identified for building TBT's.

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

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

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

Article #13. Intra-District Travel

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

Article #14. Extended Service

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

Article #15. Individual Teaching Contracts

1. In consideration of services rendered by the bargaining group member, the Board of Education agrees to pay said bargaining group member a base annual salary as prescribed by the Salary Schedule of the Marion City School District according to degree and years of experience. The amount of the compensation shall appear on all limited contracts.

2. The Marion City Board of Education before employing any bargaining group member shall notify such bargaining group member through its designee, of his duties and obligations as a condition of this employment.

3. Any such appointment, or reappointment, of any bargaining group member in the Marion City Schools, or service upon indefinite tenure, shall be conditional upon the bargaining group member's acceptance of such duties and obligations.

4. One year limited contracts will be offered to bargaining group members for the first two years of teaching in the Marion City School District.

    a. The minimum sequence of limited contracts will be as follows: 1-1-2-2-3 (number of years for which contract is issued). Those members who received their initial teaching license before January 1, 2011 and who qualify will be considered for a continuing contract at the end of three (3) years of service as prescribed by law;

provided, however, that nothing herein shall require the Board to grant a continuing contract during the term of an eligible member's limited contract. Those members who receive their initial teaching license on or after January 1, 2011 and qualify will be considered for continuing contract at the end of seven (7) years of service as prescribed by law; provided however, that nothing herein shall require the Board to grant a continuing contract during the term of an eligible member's limited contract. If this 7-year requirement, as mandated in R.C. 3319.08 (D) (3), is modified by subsequent legislation, the parties agree to adopt those legislatively adopted changes. Those members who have had a continuing contract in another school district in Ohio may be given a continuing contract at the end of two (2) years. However, the Superintendent may at the time of employment or at any time within such two (2) year period declare any of these members eligible for a continuing contract.

b. All members who want to be considered for a continuing contract must notify the Superintendent in writing that the member wants to be considered for a continuing contract by October 1 of the school year in which the Board would make the decision by June 1st. Members may only apply for continuing contract consideration during the final year of a limited contract.

5. All bargaining group members newly employed by the Marion City Schools may be given credit, for salary placement purposes, for up to fifteen (15) of their years of teaching in the public schools, for up to fifteen (15) of their years of teaching in a chartered parochial school in the State of Ohio, and for their years of active military service (5 years maximum). Refer to Article 21 for additional language as it pertains to credit for previous teaching experience.

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

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

6. Compensation to be paid for the positions included in the supplemental pay schedule must be indicated in the form of a supplemental contract.

7. Sequence of contracts shall not be interrupted by an approved leave of absence.

8. The Board of Education has the authority, on an individual need basis, to grant up to five (5) years of service credit for placement on the salary schedule to any newly employed bargaining group member even though that bargaining group member does not have that much or any actual service experience.

Article #16. Employment of Retired Teachers

1. As a general policy, the Board of Education does not employ retired teachers. If the Board of Education elects to employ individuals who have retired and are receiving benefits

through the State Teachers Retirement System, the conditions set forth in this article shall apply to the employment of these individuals.

a. The Board shall grant ten (10) years of experience for service credit to each rehired, retired teacher and shall place them on the proper training column according to their degree or educational status.

b. Teachers employed pursuant to this provision shall receive one-year limited contracts and shall not be eligible to receive continuing contracts regardless of years of service or certification/license held.

c. Each one (1) year contract shall automatically expire upon the completion of the year and is not necessary for the Board to take formal action to not re-employ the employee pursuant to ORC 3319.11 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.

d. Retire/rehire employees are not eligible for retirement incentive, longevity or severance pay.

e. Subject to these provisions, re-employed teachers are part of the bargaining unit.

f. No sick leave shall be carried forward from pre-retirement status. Thereafter, sick leave shall be governed according to this negotiated agreement.

g. Pursuant to the authority provided by ORC 4117.10 and to the extent that issues addressed in this provision are contrary to or in conflict with Ohio Law, the issues addressed in this provision shall supersede the statutory law of Ohio pertaining to this issue.

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

1. Termination of Existing Contract: Except as provided herein, termination of a member's employment shall be effected in accordance with the requirements and procedures established by Chapter 3319.16 of the Ohio Revised Code.

2. Non-renewal of Limited Contract: The procedure set forth in this article shall be the sole procedure utilized by the Marion City Schools for non-renewal of the bargaining group member holding a limited contract.

   a. Non-renewal of a limited contract shall be affected in accordance with Revised Code Section 3319.11. The Board is not required to give a reason or reasons or to afford a meeting in connection with the non-renewal and such non-renewal is not subject to the grievance procedure. However, upon request, a member whose contract has been non-renewed shall be afforded a meeting with the Superintendent and his/her designee to discuss the non-renewal.

   b. This section does not apply to supplemental contracts.

c. This section does not apply to substitutes that work less than 120 consecutive days during the school year.

d. Evaluations shall be conducted in accordance with the evaluations procedures contained herein. All administrators completing walkthroughs, observations and evaluations will be stationed in the Marion City School District.

Article #18. Reduction in Force

1. Definitions:

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

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

For purposes of this Article, decreased enrollment of pupils shall include consideration of subject-area enrollment as well as district-wide enrollment. Decreased enrollment of pupils shall also take into account declining enrollment over the five-year period immediately preceding the RIF, and thus is not limited to declining enrollment in the current or previous year.

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

3. Notification of Anticipated Reduction in Force

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

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

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

5. Vacancies created by members who retire, resign, are on leave of absence, or whose limited

contracts are not renewed under Article 9, when such vacancies are not filled, do not constitute a reduction-in-force.

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

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

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

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

iii) Group Three shall be comprised of all members who were rated "Skilled" or "Accomplished" on their evaluation using the calculation set forth below.

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

- Ratings of Accomplished shall equal four (4) points;
- Ratings of Skilled shall equal three (3) points;
- Ratings of Developing shall equal two (2) points;
- Ratings of Ineffective shall equal one (1) point.

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

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

The order of reduction shall be in this order:

1. Group 1 – Limited Contracts
2. Group 2 – Limited Contracts
3. Group 3 – Limited Contracts
4. Group 1 – Continuing Contracts
5. Group 2 – Continuing Contracts
6. Group 3 – Continuing Contracts

i. Members under limited contracts beginning with the least senior;
ii. Members under continuing contracts beginning with the least senior.

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

a. The first day of actual work in the district.

b. The date of the board action approving the contract of employment.

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

d. By the flip of a coin.

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

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

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

Article #19. Leave Provision

1. Sick Leave

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

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

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

   d. Each bargaining group member may use up to five (5) days of sick leave in full, half or quarter days, per contract year for illness of an immediate family member requiring medical attention when the family member lives outside of the employee's legal residence. In the event a member needs additional days, leave use may continue for the critical illness or death of those members of the employee's immediate family who live outside the employee's legal residence.

   Immediate family for critical illness or death shall be defined as: spouse, domestic partner, aunt, uncle, children, father, mother, brother, sister, grandparents, grandchild, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, and grandparents of spouse, step-father, step-mother, step-son, step-brother, step-daughter, or step-sister.

   e. The number of days that a certificated bargaining group member may accumulate is two hundred thirty (230) days. Accumulated sick leave shall be maintained but not earned during an unpaid leave of absence.

   f. If any bargaining group member uses sick leave for more than four (4) consecutive workdays, an administrator/designee will contact the member on the fifth day in order to maintain compliance with FMLA. After five (5) consecutive work days, a Doctor's statement indicating recovery date that the employee will be able to return to work is to be sent to the Assistant Superintendent/designee on or before the date of the bargaining group member's return to work.

   g. Bargaining group members employed for 184 contract days or more who do not use any sick leave or miss any other days (other than personal days) during a contract year will be reimbursed for one day's pay. Reimbursement will be made by July 1. If the bargaining unit member elects, with notice to the Treasurer by the last day of school, payment will be made by separate check. All extra pay requests

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

h. If there is a concern regarding "theft of time" the board reserves the right to request documentation of sick leave.

i. On a case-by-case basis, when approved by the Human Resources Director, sick leave may be converted to personal leave in an emergency situation, including but not limited to court proceedings, travel interrupted by unforeseen circumstances, etc. Documentation may be required.

j. In accordance with R.C. 3319.08 (B), the Board may allow the advancement of up to five (5) sick days prior to the days being accrued if the new member is unable to work due to illness or death of an immediate family member. Sick leave advanced to a member will be deducted from sick leave earned thereafter. The Board may also allow the advancement of up to five (5) sick days to any bargaining member. Sick leave advanced to a member will be deducted from sick leave earned thereafter. If sick leave is not available, it will be deducted from personal leave. If both sick and personal leave is not available, payment for the advancement of sick leave will be deducted from remaining pays.

2. Family Medical Leave Act

a. The Board and the Association, on its own behalf and on behalf of the staff members, each reserve any and all rights that they are provided under the Family and Medical Leave Act of 1993 ("FMLA"). Pursuant to the FMLA, the Board may designate leaves of absence provided in this agreement as FMLA leave and otherwise exercise such rights as it may have under the FMLA and Regulations enacted there under with respect to such leave.

b. The FMLA permits eligible employees to receive up to twelve (12) weeks of unpaid leave per year for personal or family medical reasons and up to twenty-six (26) weeks of "military caregiver" leave in a single 12-month period. In accordance with FMLA, an employee or the employee's personal representative must invoke the employee's entitlement to FMLA leave. During these twelve (12) weeks, the Board will continue to pay the same contribution to the staff member's health insurance contributions as was paid during staff member's active employment. If paid or unpaid leave has been designated as FMLA leave, such leave shall count against a unit member's twelve weeks of FMLA leave.

c. Members must use available sick leave concurrent with FMLA as prescribed by the doctor.

d. Spousal leave shall be granted for pregnancy reasons up to two weeks. If this leave needs to be extended, the member will contact the Director of Human Resources.

e. FMLA paperwork may be requested from the Human Resources Department.

3. Maternity/Child Care Leave

a. Eligibility. After two (2) or more years of service in the Marion City Schools, a bargaining group member upon request may be granted a leave of absence without pay for one (1) calendar year plus any remaining portion of the school year which may then be in progress.

b. The maternity leave may begin when verification of pregnancy and an anticipated date of delivery has been established in writing by the attending physician or any time thereafter until the allotted time of sick leave provision has been completed as stated by the attending physician has been verified.

c. Application. Application for maternity leave must be made thirty (30) calendar days prior to the date of the requested leave.

d. Application for Reinstatement. Application for reinstatement with intent to return at the beginning of the next school year shall be made by May 31.

e. Early Termination of Maternity Leave. If the expected child does not survive, the employee may request termination of the leave before the expiration date of the leave. The employee shall request such an early termination of maternity leave in writing to the Superintendent. The request shall be accompanied by a statement of the attending physician verifying that the employee is physically and emotionally able to resume her teaching duties with the Marion City Schools. Early return to duty will be considered only if an opening in the employee's teaching area is available.

e. Reinstatement. Upon return to the employment of the Marion City Schools, the employee shall be returned to the same position that she held at the time her unpaid maternity leave commenced, if available; otherwise to an equivalent position or position in her area of licensure. If there are no positions open in the area of licensure, no new employee will be hired until the person on leave is returned to active status.

4. Adoption Leave

a. Eligibility. After two (2) or more years of service in the Marion City Schools, any bargaining group member of the Marion City Schools who is adopting a child less than six (6) years old, upon request, may be granted an unpaid leave of absence for one (1) calendar year plus any remaining portion of the school year which may be in progress. This shall include travel up to two (2) weeks time to pick up the adopted child.

b. Application. Application for adoption leave must be made thirty (30) calendar days prior to the date of the requested leave.

c. Application for Reinstatement. Application for reinstatement with intent to return at the beginning of the next school year shall be made by May 31.

d. Reinstatement. Upon returning to the employment of the Marion City Schools, the employee shall be returned to the same position that they held at the time their leave commenced, if available; otherwise to an equivalent position or a position in their area of licensure. If there are no positions open in the area of licensure, no new employee will be hired until the person on leave is returned to active status.

5. Personal Leave

a. Up to a maximum of three (3) unrestricted personal days with pay may be approved per year for a bargaining group member of the Marion City Schools.

b. Request for personal leave shall, except in emergencies, be made three (3) work days in advance of the requested personal leave. Requests for personal leave of bargaining group members must be approved or disapproved by the unit member's immediate supervisor. No more than five percent (5%) of the bargaining unit members in a building will be permitted to take personal leave at the same time on the Tuesday prior to Thanksgiving and during the month of May. Additional time above the five percent (5%) will be considered when significant life events occur.

c. Personal Leave with pay will not be granted on the date immediately prior to or after vacation periods, on the first or last day of school, or on Parent Teacher Conference Days or Staff Development Days except in the following circumstances:

1) Accidents to property,

2) Family emergencies,

3) Acts of Nature,

4) College graduation (self, spouse, children) – day of event only.

5) Military Active Duty

6) Religious Holidays

7) Personal court proceedings.

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

e. Bargaining group members employed for 184 contract days or more will be reimbursed for one day's pay or given the option to carry-over one (1) day of personal leave to the next contract year. Members who have personal days remaining at the end of the year will be paid $175 per day at the end of the year. Under no circumstances can the accumulated personal leave exceed four (4) days. The use of one personal leave day for the observance of a religious holiday will not disqualify

the member from receiving the benefits of this provision if the member has given notice of the intent to use a personal leave day for the observance of the religious holiday, and the date on which the holiday will be observed, on or before the 2nd Friday in September of each school year.

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

f. In the month of May, the payroll department will send a form for bargaining members to complete regarding unused personal leave. Decision for payment or carry-over of the personal leave day will be turned in on the last day of school.

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

6. Assault Leave/Workplace Injury

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

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

b. Up to five days of assault leave may be used immediately following the assault provided that the bargaining unit member completes, signs and submits a Workplace Injury Report form setting forth the details of the incident and stating the nature of the disability necessitating their absence within three (3) days of the act of violence. The member’s principal or immediate supervisor shall promptly conduct an investigation to verify the assault. If there is a dispute between the nature of the event, the issue moves directly to Step III of the Grievance Process.

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

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

e. Workers' Compensation benefits may be available to bargaining group members injured by an assault or other workplace violence. The right to apply for and receive

such benefits is not limited by this provision, however, paid leave will not be available for any period for which Worker's Compensation wage benefits are also received.

f. Assault leave is not deducted from sick leave.

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

h. If a bargaining member is physically assaulted by a student, the student will immediately be removed from the classroom and escorted to the office.

When a teacher is harmed by a student, the student shall not be readmitted into that teacher's class until a return to classroom plan has been agreed upon and a conference is held by the principal or person in control of the school building, the student, parent/guardian, and the teacher. If the teacher is not satisfied with the administrator's decision, they may appeal in writing to the Superintendent or Superintendent's designee.

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

a) If the teacher is harmed but not seeking medical attention or leave, only the Workplace Incident Report should be filed.
b) If the teacher is harmed and is seeking medical attention or leave, then both the Workplace Incident Form and a Bureau of Worker's Comp form should be filed
c) If the teacher is not harmed, or considered a near miss, then only the Workplace Incident Form shall be filed.

j. A bargaining member may request one (1) day assault/workplace injury leave from the administration after sustaining an emotional trauma due to a physical threat or verbal threat by a person other than a fellow employee. Examples include, but are not limited to: receiving a death threat or threat of harm, trauma from breaking up a fight, sustaining injuries from a student(s) that do not require medical attention. Requests should be made in writing to an administrator and include the Director of Human Resources.

7. <u>Military Leave</u>

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

8. <u>Professional Meetings</u>

a. The Board of Education is committed to a Board paid Staff Development Program to improve the instruction in the Marion City Schools. Related to this commitment,

the Board of Education shall include in its budget monies for professional meetings.

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

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

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

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

9. Leave for Professional Improvement

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

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

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

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

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

(b) Professional performance or field experience directly related to the teaching field of the bargaining group member.

(c) Professional research or writing in the teaching field of the bargaining group member.

3) Upon conclusion of the leave the bargaining group member must submit evidence to the Superintendent that the plan was followed.

4) Upon return of the bargaining group member to the Marion City Schools and providing evidence that the approved plan for professional improvement was followed, the bargaining group member shall be paid, in one lump sum the difference between the bargaining group member's base pay for the period of leave and the cost of the bargaining group member's replacement during the leave period, if the replacement cost is less than the base cost of the bargaining group member on leave. Failure to return to the system for one (1) year or failure to submit evidence that the approved plan for professional improvement was followed will mean forfeiture of eligibility for any partial payment.

5) If the position of a bargaining group member, who has taken an approved professional leave, is not filled during the professional leave period, payment for the professional leave will be calculated as the difference between the starting salary for the bachelor's degree column (BA-0) and the bargaining group member's base pay for the period of the leave.

6) Application for reinstatement with intent to return at the beginning of the next school year shall be made by June 30. Whenever possible, the bargaining group member returning from leave shall be returned to the same assignment held prior to such leave.

7) No more than five percent (5%) of the bargaining group members who hold professional and permanent Ohio teaching certificates shall be granted leaves for professional improvement at any one time.

8) A year of professional improvement leave shall count as a year of credit for placement on the salary schedule.

9) A bargaining group member can take an approved leave for professional improvement no more frequently than once every five (5) years and not a second time when other eligible members have filed a request for such a leave.

10) Written requests with accompanying detailed plans for such proposed leave shall be filed with the Superintendent no later than April 1st of each year for leave requests for the forthcoming school year.

10. Professional Development Voucher Plan

Guidelines

1. In this proposal the school calendar would reflect one (1) or two (2) days on the school calendar as vacation days for all students. This calendar option would allow all certified staff members to remotely complete the assigned training course.

2. In order to receive compensation for these days, staff members will be required to complete assigned training courses through the district approved system.

3. Failure to complete the assigned training courses prior to prescribed timeline will result in loss of one (1) day or two (2) days per diem.

3. Professional development courses assigned will not exceed the 7.5 hour work day for each day of courses assigned.

11. Jury Duty

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

12. Absent Without Leave (Dock Days)

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

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

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

Article #20. Sick Leave Bank

A. Establishment of Sick Leave Bank

1. A Sick Leave Bank, hereinafter referred to as "Bank, " shall be established for the Marion City Schools.

2. Reporting Status of Sick Leave Bank
    a. A quarterly report of the Sick Leave Bank shall be given to the Association President. It shall include:
        1. A list of which bargaining unit employees included in the Bank.
        2. Who has withdrawn day(s) from the Bank.
        3. How many day(s) were withdrawn.
        4. How many days remain in the Bank.

B. Enrollment in the Sick Leave Bank

1. All donations to the Bank shall be voluntary. Bargaining members wishing to

participate in the Bank are required to fill out an annual enrollment form.

2. Bargaining members who wish to participate in the Bank must complete the enrollment form during the month of October and donate one (1) full sick day. A bargaining unit member cannot join midyear.

   During the 2025-2026 school year, to initially build the sick leave bank, bargaining members may choose to donate one (1) or two (2) days.

3. Days contributed to the Bank are non-returnable.

4. Contributions to the Bank shall not count against a bargaining member's record of attendance.

5. Additional days may be donated upon request by the Sick Leave Bank Committee.

C. Operation and Usage of the Sick Leave Bank

1. Only contributing members to the Bank are eligible to request days from the Bank.

2. When the bargaining member exhausts all of his/her accumulated sick leave and needs sick leave due to serious illness or injury of the employee and/or his/her spouse, domestic partner, parent, or dependent then he/she may request through submitting the approved request form to the Sick Leave Bank Committee for the additional days to be granted through the Sick Leave Bank.

3. The Association President or Superintendent, on behalf of the bargaining unit member, may also apply for the use of the Sick Leave Bank.

4. All request forms are required to have proper documentation pursuant to the specifics of the event.

5. A bargaining member can request for days from the Sick Leave Bank if their personal illness/injury/catastrophic event or the illness/injury/catastrophic event of their spouse, domestic partner, parent, or dependent meets the following criteria:
   a. Catastrophic Illness/Event
   b. Chronic Illness
   c. Serious Accidents or Injuries Requiring Hospitalization, Extended At-Home Recover, or Extended Rehabilitation
   d. Serious, Potentially Catastrophic, Surgical Procedures Requiring Hospitalization, Extended At-Home Recovery, or Extended Rehabilitation.

   *Examples of qualifying conditions could include, but not limited to: heart conditions, cancer, or stroke. Examples of non-qualifying conditions are normal pregnancies and elective surgeries.

6. The maximum withdrawal for any bargaining member shall be thirty (30) days if the member is personally affected by the criteria listed above. The maximum withdrawal

shall be thirty (30) days if a spouse, domestic partner, parent, or dependent of the employee is experiencing the criteria listed above.

a. Withdrawals shall be in full day units.

7. If additional time is needed, the bargaining member must submit another request form to the Sick Leave Bank Committee.

8. No recipient shall be required to replace days granted through the Sick Leave Bank.

9. Contributed days held in the Sick Leave Bank will accumulate year-to-year.

10. When the Sick Leave Bank reaches fewer than one-hundred (100) days, the Sick Leave Bank Committee will request donation of additional sick leave days.

11. Use of the Sick Leave Bank shall not be construed as a condition for disability leave under the State Teachers Retirement System or Workers9 Compensation. Use of the Sick Leave Bank shall not delay the effective date of disability retirement.

12. Any alleged abuse of leave time will be investigated by the Committee. If abuse is found in regards to days granted by the SLBC, the employee will repay all of the sick leave credits drawn from the Bank. The employee will also be subject to other disciplinary action as determined by the school district.

13. An employee will lose the right to utilize the benefits of the Sick Leave Bank due to:
    a. Termination or suspension of employment with Marion City Schools.
    b. Cancellation of participation in the Sick Leave Bank by the bargaining unit member using the proper form.
    c. Transfer to a position outside of the Association.

D. Sick Leave Bank Committee (SLBC)

1. The Sick Leave Bank Committee shall consist of the district's Assistant Superintendent, Human Resources Director, Association President/designee, and Association Vice President.

   If a committee member is unable to attend a meeting, the Assistant Superintendent will appoint an administrative replacement and the Association President will appoint an Association replacement. Since the Superintendent is the tie-breaker, they cannot act as the administrative replacement for the Assistant Superintendent.

   In the event of a tie while voting, the Superintendent will break the tie.

2. The Sick Leave Bank Committee shall review, approve or deny all requests forms to the Sick Leave Bank. All decisions of the Sick Leave Bank Committee are final and not subject to appeal.

3. The SLBC shall determine the necessity for additional contributions to the Sick Leave Bank.

4. The SLBC shall be responsible for reporting data concerning the Sick Leave Bank to the district Treasurer.

5. The SLBC shall meet and render a decision within ten (10) days of receipt of a request.

E. DISCLAIMER TO ARTICLE #20, SICK LEAVE BANK:
This article does not override, limit, or diminish the established roles, responsibilities, and authority of the Human Resources Department. All personnel matters, including verification of eligibility, medical documentation, and compliance with relevant employment policies and procedures, shall remain under the purview of the Human Resources Department in accordance with district policy and applicable law.

Article #21. Teacher's Salary Schedule and Index – 2025-26, 2026-27 School Years

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

STEP	NON DEGREE	BA	BA150	MA	MA15	MA30
0	0.900	1.000	1.045	1.100	1.165	1.230
1	0.936	1.040	1.090	1.155	1.220	1.285
2	0.972	1.080	1.135	1.210	1.275	1.340
3	1.008	1.120	1.180	1.265	1.330	1.395
4	1.044	1.160	1.225	1.320	1.385	1.450
5	1.080	1.200	1.270	1.375	1.440	1.505
6	1.116	1.240	1.315	1.430	1.495	1.560
7	1.152	1.280	1.360	1.485	1.550	1.615
8	1.188	1.320	1.405	1.540	1.605	1.670
9	1.224	1.360	1.450	1.595	1.660	1.725
10	1.260	1.400	1.495	1.650	1.715	1.780
11	1.305	1.450	1.540	1.705	1.770	1.835
12	1.386	1.540	1.585	1.770	1.825	1.890
13	1.386	1.540	1.585	1.835	1.880	1.945
14	1.386	1.540	1.585	1.835	1.880	1.945
15	1.386	1.540	1.585	1.835	1.880	2.000
16	1.422	1.580	1.630	1.835	1.880	2.000
17	1.422	1.580	1.630	1.885	1.935	2.000
18	1.422	1.580	1.630	1.885	1.935	2.055
19	1.422	1.580	1.630	1.885	1.935	2.055
20	1.458	1.620	1.675	1.935	1.990	2.055
21	1.458	1.620	1.675	1.935	1.990	2.110
22	1.458	1.620	1.675	1.935	1.990	2.110
23	1.458	1.620	1.675	1.935	1.990	2.110
24	1.494	1.660	1.720	1.990	2.045	2.165
25	1.494	1.660	1.720	1.990	2.045	2.165
26	1.494	1.660	1.720	1.990	2.045	2.165
27	1.530	1.700	1.765	2.045	2.100	2.165
28	1.566	1.740	1.810	2.100	2.155	2.165

Any employee who enters the district with a Doctoral degree, but no Master Degree, will be placed on the Master's Plus 30 Column. Hours necessary to qualify for placement on the Master's Plus must be graduate level hours in teacher education courses, or related field, earned at colleges accredited by a state of U.S. government. Classes at the Marion Technical College are acceptable. Hours earned in undergraduate or graduate courses necessary for the attainment of certification in additional teaching fields to fulfill completion of a graduate program requirement may be credited toward Master's Plus placement if coursework is approved by the Superintendent. Classes taken outside of the teacher's education field must be approved by the Superintendent or designee for movement on the Salary Schedule.

Once a staff member has qualified for placement on the Master's Plus 30 semester hour-column, that placement shall be continued, regardless of any subsequent change in teaching assignment.

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

Unless otherwise agreed between the Board and Association, the provisions of Article 20 shall exclusively govern the salary to be paid all bargaining unit members, other than the payment for supplemental duties assigned pursuant to Article 22 of the Agreement.

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

Super-subs assigned to all buildings, not to be used as long-term placements, will be compensated at 80% of BA/0. For the 2025-2026 and 2026-2027 school years, there will be a minimum of four schools with super-subs.

Retired MCS Employees hired as super-subs will be compensated at 100% of BA/0.

For JROTC Instructors, we recognize the US Armed Fores financial contribution to the salaries. Our minimum instructor pay for these positions will be in alignment with the US Armed Forces current regulations.

2. Teacher Salary Schedule

   a. Effective July 1, 2025 – a base increase of 4%: all new start at Step 2, and will remain there until they have three (3) years experience.

   b. Effective July 1, 2026 – a base increase of 1%: all new start at Step 2.

	TEACHERS SALARY SCHEDULE 2025-2026 SCHOOL YEAR					
Step	**NON-DEGREE**	**BA**	**BA150**	**MA**	**MA15**	**MA30**
0	39,914	44,349	46,345	48,784	51,667	54,549
1	41,511	46,123	48,340	51,223	54,106	56,988
2	43,107	47,897	50,336	53,662	56,545	59,428
3	44,704	49,671	52,332	56,101	58,984	61,867
4	46,300	51,445	54,328	58,541	61,423	64,306
5	47,897	53,219	56,323	60,980	63,863	66,745
6	49,493	54,993	58,319	63,419	66,302	69,184
7	51,090	56,767	60,315	65,858	68,741	71,624
8	52,687	58,541	62,310	68,297	71,180	74,063
9	54,283	60,315	64,306	70,737	73,619	76,502
10	55,880	62,089	66,302	73,176	76,059	78,941
11	57,875	64,306	68,297	75,615	78,498	81,380
12	61,468	68,297	70,293	78,498	80,937	83,820
13	61,468	68,297	70,293	81,380	83,376	86,259
14	61,468	68,297	70,293	81,380	83,376	86,259
15	61,468	68,297	70,293	81,380	83,376	88,698
16	63,064	70,071	72,289	81,380	83,376	88,698
17	63,064	70,071	72,289	83,598	85,815	88,698
18	63,064	70,071	72,289	83,598	85,815	91,137
19	63,064	70,071	72,289	83,598	85,815	91,137
20	64,661	71,845	74,285	85,815	88,255	91,137
21	64,661	71,845	74,285	85,815	88,255	93,576
22	64,661	71,845	74,285	85,815	88,255	93,576
23	64,661	71,845	74,285	85,815	88,255	93,576
24	66,257	73,619	76,280	88,255	90,694	96,016
25	66,257	73,619	76,280	88,255	90,694	96,016
26	66,257	73,619	76,280	88,255	90,694	96,016
27	67,854	75,393	78,276	90,694	93,133	96,016
28	69,451	77,167	80,272	93,133	95,572	96,016

	TEACHERS SALARY SCHEDULE 2026-2027 SCHOOL YEAR					
Step	**NON-DEGREE**	**BA**	**BA150**	**MA**	**MA15**	**MA30**
0	40,313	44,792	46,808	49,271	52,183	55,094
1	41,925	46,584	48,823	51,735	54,646	57,558
2	43,538	48,375	50,839	54,198	57,110	60,021
3	45,150	50,167	52,855	56,662	59,573	62,485
4	46,763	51,959	54,870	59,125	62,037	64,948
5	48,375	53,750	56,886	61,589	64,500	67,412
6	49,988	55,542	58,901	64,053	66,964	69,876
7	51,600	57,334	60,917	66,516	69,428	72,339
8	53,213	59,125	62,933	68,980	71,891	74,803
9	54,825	60,917	64,948	71,443	74,355	77,266
10	56,438	62,709	66,964	73,907	76,818	79,730
11	58,454	64,948	68,980	76,370	79,282	82,193
12	62,082	68,980	70,995	79,282	81,745	84,657
13	62,082	68,980	70,995	82,193	84,209	87,120
14	62,082	68,980	70,995	82,193	84,209	87,120
15	62,082	68,980	70,995	82,193	84,209	89,584
16	63,694	70,771	73,011	82,193	84,209	89,584
17	63,694	70,771	73,011	84,433	86,673	89,584
18	63,694	70,771	73,011	84,433	86,673	92,048
19	63,694	70,771	73,011	84,433	86,673	92,048
20	65,307	72,563	75,027	86,673	89,136	92,048
21	65,307	72,563	75,027	86,673	89,136	94,511
22	65,307	72,563	75,027	86,673	89,136	94,511
23	65,307	72,563	75,027	86,673	89,136	94,511
24	66,919	74,355	77,042	89,136	91,600	96,975
25	66,919	74,355	77,042	89,136	91,600	96,975
26	66,919	74,355	77,042	89,136	91,600	96,975
27	68,532	76,146	79,058	91,600	94,063	96,975
28	70,144	77,938	81,074	94,063	96,527	96,975

3. Salary Upgrade

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

4. Longevity Pay

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

Longevity Rate Based on BA Step 0	Completed # of Years
1%	5
2%	10
3%	15
4%	20
5%	25
6%	30
7%	35

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

Article #22. Credit for Teaching Experience

1. The Board has the discretion to grant experience credit for newly hired certificated staff up to a maximum of fifteen (15) years previous experience.

2. Unit members who previously taught in the Marion City Schools for more than ten (10) years, and who returned to the District after resigning from employment with the Marion City Schools, may be credited for all years of service (over ten (10) years) that the teacher worked at the Marion City Schools during his/her first term of service.

Article #23. Supplemental Pay

1. Bargaining group members of the Marion City Schools shall be compensated for supplemental duties according to the following supplemental salary schedule.

   a. This schedule is subject to the following stipulations:

      1) Bargaining group members holding supplemental contracts shall progress through experience steps provided that the service within the supplemental activity has been with the Marion City Schools. These contracts expire

automatically without notification upon completion of the duties for the current year's program.

2) The Board of Education may, in meritorious cases, move the bargaining group member through the steps at a faster rate than one step per year.

3) No existing rate range for any supplemental contract shall be reduced once it has been granted unless there is a diminution in responsibilities.

4) Annually, all supplemental positions will be posted.

5) The Board of Education will have the right to create a new supplemental position during the term of this master contract, and also establish the salary level. Furthermore, during the next negotiated contract talks, this salary level will be negotiated. MEA will be informed of the creation of this position.

6) If the bargaining group member advances in the supplemental scale there shall be no decrease in pay.

7) All extra pay sheets that are not turned in by the deadline due date will no longer qualify as a separate check. The extra pay would then be included in the regular payroll check. Extra pays will only be processed in August, November, April and June.

2. Supplemental Salary Schedule

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

	Head Varsity Tennis - Girls
	Head Varsity Bowling Coach
	Overall HS Track Coordinator
	Head HS Track – Boys
	Head HS Track – Girls
III	Assistant Varsity Football
	Assistant Varsity Basketball – Boys
	Assistant Varsity Basketball – Girls
	Assistant Varsity Wrestling
	Assistant Varsity Baseball
	Assistant Varsity Softball
	Assistant Varsity Soccer - Boys
	Assistant Varsity Soccer - Girls
	Freshman Volleyball
	Assistant Varsity Cross Country
	Assistant Varsity Volleyball
	Assistant Varsity Swimming
	Assistant HS Varsity Tennis - Boys
	Assistant HS Varsity Tennis - Girls
	Assistant HS Bowling
	Middle School Technology Coordinator
	High School Technology Coordinator
	High School Robotics (2)
	Middle School Robotics (2)
	Elementary Gifted Coordinator (50%)
	Middle/High School Gifted Coordinator (50%)
	Assistant Varsity Track
	CTE – DECA (2)
	CTE – FFA (1)
	CTE – Skills USA (3)
	CTE – HOSA (1)
IV	Head Freshman Football
	Head Freshman Basketball – Boys
	Head Freshman Basketball – Girls
	Yearbook Advisor
	Head Freshman Wrestling
	High School Newspaper Advisor
	Weight Room Supervisor – Fall
	Weight Room Supervisor – Winter
	Weight Room Supervisor – Spring
	Weight Room Supervisor - Summer
	Summer School Coordinator
	Head High School Cheerleader Advisor – Fall
	Head High School Cheerleader Advisor – Winter
	Assistant Athletic Director - Fall
	Assistant Athletic Director - Winter
	Assistant Athletic Director - Spring

	Middle School Show Choir Director	1
	Drama Director/Musical	2
	Rufus Director	3
		4
V	Head Middle School Football – 7th	5
	Head Middle School Football – 8th	6
	Head Middle School Basketball – Boys 7th	7
	Head Middle School Basketball – Boys 8th	8
	Head Middle School Basketball – Girls 7th	9
	Head Middle School Basketball – Girls 8th	10
	Head Middle School Wrestling	11
	Head Middle School Track – Girls	12
	Head Middle School Track - Boys	13
	Assistant Freshman Football	14
	Assistant Varsity Cheerleader Advisor-Fall	15
	Assistant Varsity Cheerleader Advisor-Winter	16
	Head Middle School Volleyball – 7th	17
	Head Middle School Volleyball – 8th	18
	Head Middle School Soccer – Boys	19
	Head Middle School Soccer - Girls	20
	Head Middle School Cross Country – Boys	21
	Head Middle School Cross Country - Girls	22
	Head Middle School Softball Coach – 7th	23
	Head Middle School Softball Coach – 8th	24
	Head Middle School Baseball – 7th	25
	Head Middle School Baseball – 8th	26
	Musical – Middle School	27
VI	Assistant Middle School Football – 7th	28
	Assistant Middle School Football – 8th	29
	Middle School Cheerleader Advisor – 7th	30
	Middle School Cheerleader Advisor – 8th	31
	Stardusters Director	32
	Assistant Freshman Wrestling	33
	Freshman Cheerleader Advisor – Fall	34
	Freshman Cheerleader Advisor – Winter	35
	Assistant Middle School Volleyball	36
	Assistant Middle School Track – Boys	37
	Assistant Middle School Track – Girls	38
	Assistant Middle School Track	39
	Assistant Middle School Wrestling Coach	40
	Marching Band Percussion Director	
	Marching Band Drill Team Director	
VII	Pep Band Director	
	National Honor Society Director	
	Harding High School Senior Class Advisor	
	Marching Band Color Guard Director	
	MS Show Choir Choreographer	
	Choreographer – HS Musical	

VIII	Choreographer – MS Musical Set Director – Musical Prom Coordinator Jacob's Well Advisor Harding High School Junior Class Advisor Harding Singers Choreographer Musical Vocal Director Musical Orchestra Director Musical Accompanist - High School District Coordinators (4) - Art, Music (1), Phys Ed, Media Middle School 8th Grade Field Trip Coordinator High School Department Heads – [English, Math, Science, Social Studies, Spec. Ed., and Non-cores I (Art, PE, Health, Music, Foreign Language) and Non-cores II (Family Consumer, Science, Robotics, Multi Media, Global Logistics, Heath Technology, Exercise Science, Business, Early Childhood Education)] Middle School Department Heads - (English, Math, Science, Social Studies, Spec. Ed., and Non-cores) High School Concert Band, Orchestra, and Choir Concerts Homecoming Coordinator Set Director – MS Musical Assistant MS Show Choir Director
IX	Middle School Band, Orchestra, and Choir Concerts CCP Teachers

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

3. Stipend Pay Scale

The positions paid by stipend will range from Range VI-XII. Each position's pay will be determined by position criteria and the sport/activity criteria.

a. Stipend Sport/Activity Criteria:

- Stipend pay will be determined based on the following criteria:
    1. League or Non League: League is defined as a consistent schedule of competitions as a part of the sport or activity.
    2. Culminating Event: Is there a concluding competition, event, or performance at the conclusion of the activity related to its subject matter?
    3. Duration of the Sport/Activity: Amount of time for the sport or activity. Ex. season, school year, quarter, semester, summer session.
    4. Duration of Regular Meeting Time: Hours per Meeting
    5. Frequency of Sessions: Number of Meetings per Week
    6. Student Contact: Contact Hours with Students

- Stipend Position Criteria Is As Follows:

  I. Monitor: Range XII
  II. Advisor: Range X-1 to Range IX-5
  III. Manager: Range X-1 to Range VII-5

The following positions will be posted annually:

High School Club Advisors: Venus, Chess, Tabletop Gaming, Pride, Art, Eco, Teen Institute, Multicultural, French Club, E-Sports, Academic Challenge, FCCLA (Family Living Club)
Elementary Boys BB Manager
Elementary Girls BB Manager
Elementary Boys Soccer Manager
Elementary Girls Soccer Manager
Elementary Volleyball Manager
Elementary Cheerleader Manager
Elementary Football Manager
Elementary Cross Country Manager
Elementary Tennis Manager
Elementary Swimming Manager
Elementary Wrestling Manager
Elementary Bowling Manager
Elementary Baseball Manager
Elementary Softball Manager
ES/MS Track Manager
ES/MS Golf Club Manager
Grant Yearbook Advisor

Additional stipend positions may be created throughout the duration of the contract based on the needs of the district. The creation of a stipend position or discontinuing of a stipend position, must be agreed upon between the Association President and/or their designee and the Administration.

Bargaining members may also send proposals for new stipend positions to the extra-curricular department for consideration.

All positions created for the stipend pay scale will be reviewed and agreed upon by the Association President and/or their designee with the Administration. At this time, it will also be determined if they should be paid by a lump sum, or divided by 26 or fewer pays.

There will be a shared document between the Association President and the Administration of approved positions and their stipend amounts after the Association and the Administration have agreed upon the positions.

4. Supplemental Pay Scale

Increase All Index Steps in ALL Ranges by 0.05%

SUPPLEMENTAL PAY SCALE 2025-2026 SCHOOL YEAR **BASE: $44,349**					
	Step 1	Step 2	Step 3	Step 4	Step 5
0	0.2105	0.2155	0.2205	0.2255	0.2305
	9,335	9,557	9,779	10,001	10,222
I	0.1705	0.1755	0.1805	0.1855	0.1905
	7,562	7,783	8,005	8,227	8,448
II	0.1155	0.1205	0.1255	0.1305	0.1355
	5,122	5,344	5,566	5,788	6,009
III	0.0855	0.0905	0.0955	0.1005	0.1055
	3,792	4,014	4,235	4,457	4,679
IV	0.0755	0.0805	0.0855	0.0905	0.0955
	3,348	3,570	3,792	4,014	4,235
V	0.0605	0.0655	0.0705	0.0755	0.0805
	2,683	2,905	3,127	3,348	3,570
VI	0.0505	0.0555	0.0605	0.0655	0.0705
	2,240	2,461	2,683	2,905	3,127
VII	0.0455	0.0505	0.0555	0.0605	0.0655
	2,018	2,240	2,461	2,683	2,905
VIII	0.0355	0.0405	0.0455	0.0505	0.0555
	1,574	1,796	2,018	2,240	2,461
IX	0.0205	0.0255	0.0305	0.0355	0.0405
	909	1,131	1,353	1,574	1,796
X	0.0155	0.0205	0.0255	0.0305	0.0355
	687	909	1,131	1,353	1,574
XI	0.0105	0.0155	0.0205	0.0255	0.0305
	466	687	909	1,131	1,353
XII	0.0055	0.0105	0.0155	0.0205	0.0255
	244	466	687	909	1,131

SUPPLEMENTAL PAY SCALE 2026-2027 SCHOOL YEAR
BASE: $44,792

	Step 1	Step 2	Step 3	Step 4	Step 5
0	0.2105	0.2155	0.2205	0.2255	0.2305
	9,429	9,653	9,877	10,101	10,325
I	0.1705	0.1755	0.1805	0.1855	0.1905
	7,637	7,861	8,085	8,309	8,533
II	0.1155	0.1205	0.1255	0.1305	0.1355
	5,173	5,397	5,621	5,845	6,069
III	0.0855	0.0905	0.0955	0.1005	0.1055
	3,830	4,054	4,278	4,502	4,726
IV	0.0755	0.0805	0.0855	0.0905	0.0955
	3,382	3,606	3,830	4,054	4,278
V	0.0605	0.0655	0.0705	0.0755	0.0805
	2,710	2,934	3,158	3,382	3,606
VI	0.0505	0.0555	0.0605	0.0655	0.0705
	2,262	2,486	2,710	2,934	3,158
VII	0.0455	0.0505	0.0555	0.0605	0.0655
	2,038	2,262	2,486	2,710	2,934
VIII	0.0355	0.0405	0.0455	0.0505	0.0555
	1,590	1,814	2,038	2,262	2,486
IX	0.0205	0.0255	0.0305	0.0355	0.0405
	918	1,142	1,366	1,590	1,814
X	0.0155	0.0205	0.0255	0.0305	0.0355
	694	918	1,142	1,366	1,590
XI	0.0105	0.0155	0.0205	0.0255	0.0305
	470	694	918	1,142	1,366
XII	0.0055	0.0105	0.0155	0.0205	0.0255
	246	470	694	918	1,142

5. Supplemental Pay Schedule

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

Marching Band Director, Assistant Marching Band Director, Trainer, Harding Singers Director, High School Newspaper Advisor, Yearbook Advisor, Stardusters Director, Pep Band Director, Jacob's Well Advisor, Junior Class Advisor, Senior Class Advisor, Technology Coordinators (MS and HS), Robotics (MS and HS), Gifted Coordinators (ES, MS/HS), National Honor Society, Rufus Director, Harding Singers Choreographer, FCCLA, High School Department heads, Middle School Department Heads, Multi-Cultural Club Advisor, District Coordinators, Middle School 8th Grade Field Trip, Middle School Show Choir Director, CCP Teachers, Middle School Band, Orchestra, and Choir Concerts, High School Band, Orchestra, and Choir Concerts.

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

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

Fall Activities	November
Winter Activities	April
Spring Activities	June
Summer	August

6. Extended Tournament/Season Time Pay

1. Coaches or advisors of sports or activities who must qualify to participate in high school state tournaments shall be paid an additional stipend for such qualifications in a separate check. The stipend will be granted to all varsity and varsity assistants who are the coaches of the team or individuals and are responsible for the achievements of the team or individual as determined by the athletic director.

2. For high school coaches or advisers that have automatic entry into the state tournament, the additional stipend shall only be paid after the team advances beyond the first (non-bye) round of the tournament. Since football does not have automatic entry into the OHSAA tournament, football coaches will be paid for qualifying in the first round of the OHSAA football play-offs.

3. Coaches/advisors/music directors will be paid for each practice or contest as submitted on a post-season stipend form and approved by the direct supervisor. The stipend will be paid for a maximum of five (5) weeks.

4. A review committee consisting of three (3) representatives appointed by the association and three (3) representatives appointed by the Superintendent will review this provision of the contract annually before August 1, if requested. The purpose of the review committee will be to determine if inequities exist in this provision of the contract and to discuss

possible solutions.

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

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

7	Pep Band Director Marching Band Color Guard Director
8	Mock Trial Advisor

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

Range	Pay
0	$25.00 per day
1	$22.00 per day
2	$19.00 per day
3	$18.00 per day
4	$17.00 per day
5	$14.00 per day
6	$12.00 per day
7	$10.00 per day

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

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

6. Additional Duty Stipends

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

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

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

A list of agreed upon stipends will be shared with the Association from the Treasurer.

7. Grandfathered Medical Buyout

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

$3,000 per year to drop family coverage
$1,000 per year to drop single coverage

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

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

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

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

Article #24. Retirement Pay

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

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

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

Longevity Retirement Pay

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

a. Those who have served their last 10 years in the Marion City Schools will be granted two more days of retirement pay.

   1) If they have served the last 15 years in the Marion City Schools – 5 days

   2) If they have served the last 20 years in the Marion City Schools – 6 days

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

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

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

Article #25. S.T.R.S. Pick-up

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

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

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

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

Article #26. Direct Deposit

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

Article #27. Authorized Payroll Deductions

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

   a. Federal Withholding Tax (personal income tax)

   b. State of Ohio Income Tax

   c. City of Marion Income Tax

   d. Employee's proportion of retirement system contributions

   e. Medicare

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

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

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

b. Dues to Association

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

c. Marion United Way

d. Annuities

Board Selection of 403 (b) Investment Providers

This understanding reflects the provisions of the "any willing provider" statute under Ohio Revised Code Section 9.91.

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

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

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

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

e. I.R.A.

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

Article #28. Additional Hours Assigned

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

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

Article #29. Insurance

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

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

Coverage: See Plan Booklet for COG adopted coverage information

Medical

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

B. Stark County Schools Council of Governments

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

C. Preferred Provider - Doctors/Hospitals

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

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

D. Preferred Provider - Prescription Drugs

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

1. The program will be available to employees and their dependents who have "primary" coverage under the District's insurance.

2. The employee will pay the 20% co-payment to the provider and the remaining 80% will be direct billed to the insurance company. If the yearly maximum has been reached, provisions will be made to refund the employee's 20% co-payment.

3. The deductible will be waived.

4. The list of covered expenses shall be agreed upon by the COG and the Stark County OEA office representative.

5. Mail order prescription: Mail order must be used for maintenance drugs in order for the insurance provisions to apply.

6. Generic: Generic drugs must be substituted where applicable in order for the insurance provisions to apply.

Life Insurance

The Board shall provide term life and accidental death and dismemberment coverage in the amount of $25,000 for each full time employee.
Bargaining unit members may purchase additional term life insurance at the group rate, in $5,000 increments, up to a maximum of $60,000 coverage in addition to Board paid coverage.
Modifications to this provision may be necessary to comply with requirements of the insurance carrier.
The value of all life insurance reduces by 50% at age 65.

Dental Insurance

The Board shall provide Dental insurance.
60% of the vision premium will be paid by the District's Self Insurance Fund. For the remaining premium amount (40%), the Board shall pay half of the premium and the Employee shall pay half.

Vision Insurance

The Board shall provide Vision Insurance.
60% of the vision premium will be paid by the District's Self Insurance Fund. For the remaining premium amount (40%), the Board shall pay half of the premium and the

Employee shall pay half.

Section 125 – Tax Shelter

Tax sheltering of the individual's contribution for health costs, unreimbursed medical expenses and dependent coverage will be provided under Internal Revenue Code (IRC) Section 125.

All COG employers must offer the IRC Section 125 Tax Shelter provided through the COG.

The IRC Section 125 Tax Shelter allows for health insurance premiums to be deducted on a pre-tax basis. IRC Section 125 also governs Flexible Spending Accounts (FSAs). All COG employers must offer a Health Care FSA and a Dependent Care FSA which will allow pre-tax payroll deductions for certain medical and dependent care expenses.

Premium Holidays

If the employer receives a premium holiday(s), the employees shall not be required to pay their portion of the premium(s) for the holiday month(s).

Spousal Coverage

Any new Participants to the COG, after June 30, 2015, with working spouses who have the ability to be covered under an insurance plan through his/her place of employment, will be required to take his/her plan as their primary plan. This provision does not apply to a participant who was employed with one COG employer prior to June 30, 2015, and moved thereafter to another COG employer. If the spouse is required to pay forty percent (40%) or more of the premium with his/her employer, the requirements of this section shall not apply.

3. If both spouses are employed with the Marion City Schools, they can choose one family plan or two single plans for medical, dental, and/or vision coverage – whichever is the most cost effective.

4. Teachers on a Board of Education approved leave of absence from Marion City Schools may continue their coverage options through COBRA options at their own cost during their board approved leave.

Article #30. College Tuition

The Board of Education will provide subject to the limitations listed below the following support for college credit completed: $200 for each quarter hour of college credit or $250 per semester hour.

1. The bargaining group member shall have taught at least one full year in the Marion City Schools immediately preceding the term of enrollment and has returned to teach immediately following the semester or quarter enrollment. Reimbursement shall be made as follows: Fall Semester classes (August-December) – paid in January; Spring Semester Classes (January-May) – paid in June; Summer Semester Classes (June-August) – paid in September. Any bargaining unit member who does not return to Marion City Schools the following year will be responsible to reimburse the district, and if not, it will be payroll deducted prior to their last paycheck.

2. The bargaining group member shall have received the prior approval of the Superintendent of Schools or his designee.

3. The maximum number of hours for which reimbursement will be given to any bargaining group member will be five (5) hours per quarter or four (4) hours per semester.

4. Reimbursement will be made for no more than five quarter hours or four semester hours during the entire school year for any one bargaining group member.

5. The bargaining group member must take the course work in his area of certification or in other work approved by the Board of Education.

6. The maximum amount that is available for this function of staff development is $45,000 for each contract year. Applications will be taken on a first come - first served basis. Each year, reimbursement will include classes in the following order: Summer, Fall, Spring.

7. Only work taken at colleges and universities approved for accreditation of teacher education will be eligible for tuition reimbursement approval.

8. The Board may suspend college tuition payments for any year in which it has been certified by the Auditor of State as having a projected cash flow deficit in connection with an Emergency School Assistance Loan. All previously approved college tuition payments will be paid. Upon repayment of any Emergency School Assistance Loan, the operation of this Article will be restored.

9. If a Bargaining Unit Member remains employed by the District for three (3) consecutive years after completion of a master's degree program, he/she will receive a $250 one-time bonus, payable in a separate check. All extra pay sheets that are not turned in by the deadline due date will no longer qualify as a separate check. The extra pay would then be included in the regular payroll check. Teachers completing their master's degree program after June 1, 1999 are eligible. The bonus must be applied for by the teacher. Only one master's degree per person is eligible for the bonus.

10. Employees must provide personal payment for classes. Any class that is paid through scholarships or grants that are not paid back may not be reimbursed.

Article #31. Tuition Waiver

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

Article #32. Admission to Extra-curricular Activities

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

Article #33. Seniority

1. Definitions

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

2. Accrual of Seniority

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

   b. Time spent on inactive pay status such as, for example, absence from duty by reason of unpaid leave or contract suspension (layoff) shall not be added to seniority but shall not constitute a break in seniority.

   b. Seniority ends when the member leaves the employment of the district. Non-renewal or resignation followed by re-employment for the following year, with no break in actual service, will not end accrued seniority.

3. Equal Seniority

   a. A tie in seniority shall occur when two (2) or more employees have the same amount of seniority credit as determined by the seniority list. Ties will be broken based on the earliest of the following:

      1) The first day of actual work in the district.

      2) The date of the Board action approving the contract of employment.

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

      4) By the flip of a coin.

4. Annual Seniority List

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

   Members employed under limited contracts will be listed below continuing contract members, also listed in descending order of seniority. The list will reflect all teaching

certificates held by each member.

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

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

Article #34. Faculty Substitutes

1. Bargaining group members who assume the duties of another staff member during his/her preparation and/or conference period shall be compensated for the additional duty at the flat rate of $31.

2. Specialists at any level who are pulled from their regular duties will be paid at the hourly rate of $19 to assume the duties of another staff member. This is not to exceed the daily substitute pay rate.

3. Bargaining members who cover classes at the same time they are teaching their own classes, or who assume responsibility for students placed in their room with their class(es) will be paid at the hourly rate of $19. This is not to exceed the daily substitute pay rate.

4. At the beginning of each semester teachers who want to volunteer for substituting shall put their name on a list in each building indicating what period(s) they are available. If a bargaining group member agrees to have their name placed on the list, it is understood that they are expected to comply if asked to cover a class by an administrator unless there are extenuating circumstances.

5. If no substitute is available the principal has the right to select and assign teachers to substitute duty, without regard to seniority.

6. The principal must sign the timesheet before they are turned in for payment. Timesheets must be turned in within two (2) weeks of substitution.

7. Nothing in this Article is intended to require that the administration use a faculty substitute in any particular situation, nor does it prevent an administrator from covering a class instead of using a faculty substitute.

Article #35. Local Professional Development Committee

1. There shall be a Local Professional Development Committee (LPDC) consisting of up to eleven (11) members who are employees of the Marion City Board of Education. Six members shall be members of the bargaining unit and shall be appointed by the President of the Marion Education Association. Terms of bargaining unit members shall be two (2) years. The President of MEA and MEA Executive Board Members will be permanent members of the LPDC as long as MEA executive offices are held.

2. There will be up to five (5) non-bargaining unit members of the LPDC who will be appointed by the Superintendent. Terms of non-bargaining unit members shall be two (2) years. The Superintendent or his designee will be a permanent member of the LPDC.

3. A stipend of $821.95 will be paid to standing bargaining unit members. Members can choose whether to include payment in regular pay or separate check to be paid in June. The stipend will increase at the start of each contract year by the same percentage that the base salary increases for that year. Employees who do not fulfill a complete year (July-June) of committee work will have payment pro-rated.

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

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

Article #36. Member Evaluation

DEFINITIONS

A. Credentialed Third Party Evaluator (CTPE): A person who is employed by an entity other than the Board of Education and is contracted by the Board to conduct evaluations, who holds a license designated for being a Superintendent, Assistant Superintendent, Principal, Vocational Director, or Administrative Specialist in any educational area issued under Ohio Rev. Code § 3319.22, and is properly credentialed to be an evaluator.

B. Evaluation Cycle: The period from the establishment of a professional growth or improvement plan through the issuance of an evaluation rating, in the year in which an evaluation rating is required by this contract or Ohio Rev. Code.

C. Evaluation Factors: The walkthrough(s), observation(s), and other components required by Ohio Rev. Code to be used in the teacher evaluation procedure

D. Evaluation Framework: The document created and approved by the ODE that establishes the Standards-Based evaluation of teachers in accordance with Ohio Rev. Code § 3319.111(A).

E. Evaluation Procedure: The procedural requirements set forth in this agreement which conform with and provide specificity to the statutory obligations established by Ohio Rev. Code § 3319.111 and § 3319.112.

F. Evaluation Rating: The final summative evaluation level that is assigned to a teacher based on the holistic review of all Evaluation Factors, observed during the Evaluation Cycle. The rating shall be “accomplished”, “skilled”, “developing”, or “ineffective”. The final rating shall not be weighted in such a way that one (1) domain or component of the evaluation system has a higher importance than another, except that any area marked N/A shall not negatively impact the evaluation rating.

G. Evidence: Information collected by the evaluator and/or information provided to the

credentialed evaluator by the teacher, to support and inform the accurate reflection of the Evaluation Factors. Examples include, but are not limited to, student information affecting educational progress, student interest or learning style surveys, newsletters, classroom rules, lesson plans, student portfolios, summative assessments, and student work samples.

H. High Quality Student Data (HQSD): Quantitative information, derived from instrument(s) rigorously reviewed and approved by locally determined education experts, which provides evidence of student learning that can be directly attributed to the teacher being evaluated.

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

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

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

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

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

1. Purpose

a. To assess a member's work performance.

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

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

2. Procedure

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

Full Evaluation Cycle

- Professional Growth or Improvement Plan

- A minimum of two (2) formal observations of not less than thirty (30) consecutive minutes, of which the first is holistic
- A post holistic observation conference
- A minimum of two informal observations aka walkthroughs;
- Completion of the evaluation cycle by May 1st with written evaluation results provided to the member by May 10th.

Less Frequent Evaluation Cycle

- One observation
- A conference in response to the observation
- A professional growth plan

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

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

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

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

3. Evaluation Committee

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

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

b. The joint evaluation committee shall meet bi-monthly during the school year and maintain notes which will be shared with both parties within 3 days after

any meeting for the duration of this contract. All recommendations and decisions from the joint committee are subject to approval by the members of the association and local board of education.

4. Operational Procedures

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

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

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

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

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

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

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

5. Compensation

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

6. Secretarial Support

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

7. Committee Authority

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

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

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

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

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

Article #37. Non-Discrimination

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

Article #38. Non-Teaching Duties

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

Article #39. Professional Dress and Appearance

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

Article #40. Resident Educator Program

1. Purpose

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

2. Definitions

a. Resident Educator Program

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

b. Resident Educator Mentor

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

c. Resident Educator

A Resident Educator is a teacher employed under a Resident Educator license.

d. Resident Educator Coordinator

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

e. Formative Assessment

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

f. Lead Mentor

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

3. Resident Educator Mentor

a. Qualifications

1) The Resident Educator Mentor must have at least three (3) years teaching experience.

2) A Resident Educator Mentor must be trained to act as a Mentor through the Ohio Department of Education Mentoring program (training paid by BOE).

3) A Resident Educator Mentor must hold a valid teaching certificate/license and meet all other qualifications established by the Ohio Department of Education.

4) A Resident Educator Mentor must have demonstrated the ability to work cooperatively and effectively with the bargaining unit members and have extensive knowledge of a variety of classroom management and instructional techniques.

b. Selection

1) A bargaining unit member interested in the leadership role of Resident Educator Mentor to a Resident Educator shall notify the Mentor coordinator and Building Administrator in writing no later than June 1 of the school year prior to the year in which they wish to serve as a Resident Educator Mentor.

2) A teacher who is requested to become a Mentor has the option to decline the position.

3) It is the responsibility of the administration to assign a Mentor to every resident educator.

c. Responsibilities

1) The Resident Educator Mentor shall carry out the Resident Educator Program in conjunction with the Resident Educator rules, regulations, and guidelines developed by ODE.

2) The Resident Educator Mentor does not have a formal evaluative role. Any assessments that are evaluative in nature shall not be performed by the Resident Educator Mentor.

3) During the first year of the mentoring process the maximum number of Resident Educators a Resident Educator Mentor can have is two (2). After the first year of the mentoring process the maximum number of Resident Educators a Resident Educator Mentor can have is three (3).

4. Resident Educator

a. Assignment of Resident Educator Mentor

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

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

5. Resident Educator Coordinator

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

6. Confidentiality of the Mentoring Process

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

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

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

7. Compensation

a. Each Resident Educator Mentor/Lead Mentor/Mentor Coordinator will be assigned a supplemental contract.

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

8. Program Review

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

Article #41 Class Size

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

a) The board will make every effort not to exceed benchmarks for class size limits as listed below. The bargaining group member whose class size exceeds district benchmarks will be paid $6/per student/per day for the time that the class enrollment size exceeds the limit.

   Payment for exceeding class size limits will go into effect after enrollment numbers have been established on the first Friday in September. Second semester class size limits will go into effect after enrollment numbers have been established on the third Monday in January. Any classes that are 9 weeks or less in length will be calculated from day one of the class.

b) Except as may otherwise be provided in this Agreement, benchmark for each of the levels will be:

1)	K-2	23 pupils per class
2)	3-5	26 pupils per class
3)	6-8	27 pupils per class and no more than 180 students per day.
4)	9-12	29 pupils per class and no more than 180 students per day.

It is always the intent of the district to equitably distribute students based on the number per class as well as student needs. Every effort will be made to complete redistribution of students within the first interim period.
Certain activity classes, such as band and choir, will be exempt from these guidelines.

Article #42 Duration of Agreement

1. This agreement between the Marion Education Association and the Marion City Board of Education shall be effective at 12:01 a.m., July 1, 2025, and shall be in full force and effect until midnight on June 30, 2027.

2. Those articles and paragraphs of articles of this agreement not made a subject of negotiation by either party at the next subsequent opening of this agreement for negotiations shall become a part of the next subsequent agreement between the parties without change or modification.

3. All unfair labor practices directly related to the negotiations process will be dropped as a result of this ratified agreement.

President, MEA

Vice President, MEA

President, Marion City Board of Education

Superintendent

Treasurer

TA 6/2/25 6/2/25

Marion City Schools

Grievance Procedure Form

Informal Step

Name of person(s) claiming grievance _____

_____

Building _____

Date of **Informal** Meeting:	Date of Event or Beginning of Condition Constituting Basis for this Claim:

Provision of agreement, administrative rule, or regulation allegedly violated, misinterpreted or misapplied (refer to specific item in contract):

_____

_____

_____

_____

_____

_____

By signing this form, I acknowledge by signing below that an **informal** meeting was held prior to the formal written grievance being submitted.

_____ _____

Grievant's Signature Supervisor's Signature

Date of Principal's or Supervisor's response (to be completed by admin after meeting):

☐ Grievance Resolved

☐ Grievance Forwarded to Next Step

Marion City Schools

Grievance Procedure Form

Step I: Immediate Supervisor

Name of person(s) claiming grievance _____

_____

Building _____

Date of **Step** I Meeting:	Date of Event or Beginning of Condition Constituting Basis for this Claim:

Provision of agreement, administrative rule, or regulation allegedly violated, misinterpreted or misapplied (refer to specific item in contract):

_____

_____

_____

_____

_____

Relief Sought:

_____

_____

_____

Written Disposition to Statement of Grievance:

_____

_____

_____

_____

_____

By signing this form, I acknowledge by signing below that a **Step** I grievance meeting was held.

Date of Principal's or Supervisor's response (to be completed by admin after meeting):

_____ _____

Grievant's Signature Supervisor's Signature

☐ Grievance Resolved

☐ Grievance Forwarded to Next Step

Marion City Schools

Grievance Procedure Form

Step II: Superintendent's Designee

Name of person(s) claiming grievance _____

_____

Building _____

Date of **Step II** Meeting:	Date of Event or Beginning of Condition Constituting Basis for this Claim:

Provision of agreement, administrative rule, or regulation allegedly violated, misinterpreted or misapplied (refer to specific item in contract):

_____

_____

_____

_____

_____

Relief Sought:

_____

_____

_____

Written Disposition to Statement of Grievance:

_____

_____

_____

_____

_____

By signing this form, I acknowledge by signing below that a **Step II** grievance meeting was held.

_____ _____

Grievant's Signature Superintendent Designee's Signature

Date of Principal's or Supervisor's response (to be completed by admin after meeting):

☐ Grievance Resolved

☐ Grievance Forwarded to Next Step

Marion City Schools

Grievance Procedure Form

Step III: Superintendent

Name of person(s) claiming grievance _____

_____

Building _____

Date of **Step III** Meeting:	Date of Event or Beginning of Condition Constituting Basis for this Claim:

Provision of agreement, administrative rule, or regulation allegedly violated, misinterpreted or misapplied (refer to specific item in contract):

_____

_____

_____

_____

_____

Relief Sought:

_____

_____

_____

Written Disposition to Statement of Grievance:

_____

_____

_____

_____

_____

By signing this form, I acknowledge by signing below that a **Step III** grievance meeting was held.

_____ _____

Grievant's Signature Superintendent's Signature

Date of Principal's or Supervisor's response (to be completed by admin after meeting):

☐ Grievance Resolved

☐ Grievance Forwarded to Next Step

TA

6/16/25

6/16/25

Marion City Schools
Sick Leave Bank Enrollment and Waiver Form
Pursuant to Article XX of the Collective Bargaining Agreement

Employee Information:

- **Name:** _____
- **Position/Building:** _____
- **Date:** _____

Section 1 – Enrollment Authorization

I, the undersigned, hereby elect to participate in the Marion City Schools Sick Leave Bank ("Bank") for the current school year. I understand that:

- Enrollment in the Sick Leave Bank is voluntary.
- I am contributing **one (1)** day of accumulated sick leave to the Bank.
  (For the 2025–2026 school year only, I may choose to contribute two (2) days to help initially build the Bank.)
- ***This form should be submitted to the HR/Treasurer's Department by no later than October 31st.***

☐ I wish to donate **1** sick day
☐ I wish to donate **2** sick days *(only applicable in 2025–2026)*

I understand that:

- Contributed sick leave days are **non-returnable**.
- Contributions will **not count against** my record of attendance.
- Only contributing employees are eligible to apply for leave through the Sick Leave Bank.

Section 2 – Waiver of Claim and Rights

By signing below, I acknowledge and agree that:

- Use of Sick Leave Bank days is subject to approval by the Sick Leave Bank Committee (SLBC).
- I **waive any right to appeal** the decisions of the SLBC.
- All requests must include **proper documentation pursuant to the specifics of the event**, which may be reviewed by the Human Resources Department and the SLBC for eligibility determination.

Section 3 – HIPAA and Medical Privacy Consent

By submitting a request to the Sick Leave Bank, I understand that I may be required to provide **confidential medical information** to support my request. I hereby authorize the Marion City Schools Human Resources Department and members of the Sick Leave Bank Committee to **receive, review, and maintain medical documentation** relevant to my request, solely for the purpose of evaluating eligibility under the terms of the Sick Leave Bank.

- All medical information shared with the SLBC shall be handled in compliance with the **Health Insurance Portability and Accountability Act (HIPAA)** and applicable privacy laws.
- Members of the SLBC are required to keep all medical information **strictly confidential** and use it **only** for purposes related to Sick Leave Bank determinations.
- No medical records or documentation shall be shared beyond the scope of this review without my written consent, except as required by law.

Section 4 – Acknowledgment of HR Oversight

I acknowledge that the **Human Resources Department retains full authority** to administer personnel and leave-related matters for Marion City Schools. Participation in the Sick Leave Bank does not override or limit HR's responsibilities related to:

- Employment verification
- Leave documentation and tracking
- Compliance with federal/state employment laws
- Protection of employee confidentiality

Section 5 – Employee Signature

I have read and fully understand the Sick Leave Bank policy (Article XX) and the terms of this waiver. I voluntarily agree to contribute the sick day(s) indicated above and consent to the handling of my medical information as described.

Employee Signature: _____

Date: _____

For Office Use Only

- **Date Received:** _____
- **Verified Sick Days Available:** □ Yes □ No
- **Days Contributed to Bank:** _____
- **HR Initials:** _____
- **Entered into System:** □ Yes □ No

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE MARION CITY SCHOOLS BOARD OF EDUCATION
AND
THE MARION EDUCATION ASSOCIATION

Subject: Faculty Substitute Assignment Procedures

This Memorandum of Understanding ("MOU" or "Agreement") is entered into by and between the Marion City Schools Board of Education ("MCS" or the "Board") and the Marion Education Association ("MEA" or the "Union"). Collectively, MCS and MEA may be referred to herein as "the Parties."

Background

The Parties intend to develop and implement a standardized procedure for the assignment of faculty substitutes across the district. While the current collective bargaining agreement (CBA) contains relevant language—specifically, **Article 33: Faculty Substitutes** (Pages 54–55)—this MOU is intended to clarify and enhance the process for substitute assignment in a consistent and collaborative manner.

This MOU does not constitute a waiver of any management rights by MCS or of any contractual rights held by MEA under the current CBA, unless expressly stated in this Agreement.

Agreement

In consideration of mutual promises and obligations, the Parties agree to the following:

Substitute Staffing, Selection, and Placement Procedures

Elementary School Process:

1. Primary Coverage – District-Assigned Substitute
    - The district's first course of action will be to assign a credentialed substitute teacher for any absence.
2. Secondary Coverage – Volunteer Coverage
    - If no substitute is available, the site administrator may request volunteers from certificated staff to cover the affected class during their prep time.
    - Volunteers must confirm availability and willingness; participation is not mandatory.
3. Tertiary Coverage – Coverage Team

- If no volunteers are available, designated non-classroom staff may be assigned, including (in the following order):
  - Academic Coaches or Interventionists
  - Literacy Support staff
  - Instructional Specialists (IS) *If an IS is at risk of not meeting their required IEP minutes, they will make their building administrator aware. The teacher will contact the Student Services Supervisor, in writing, if they are unable to meet required IEP minutes due to faculty substituting.

4. Rotation and Equity
   - A rotation system will be used to equitably distribute coverage responsibilities among eligible support personnel. This will be documented in a spreadsheet for recording purposes.

Middle School Process:

1. SUB JOB PICK-UP WINDOW

- Most substitute job assignments occur before 7:00 AM.
- After 7:00 AM, the likelihood of a sub picking up the job drops significantly. At this time, the internal coverage process begins.

---

2. TEACHER COVERAGE ROTATION SYSTEM

- The administrator maintains a coverage tracking spreadsheet with all certificated staff listed by grade level.
- Staff are rotated based on the last date they provided coverage, in order to ensure fairness.
- After identifying staff available for a specific period or time block (based on grade-specific schedules), the administrator uses the last subbed date to make the final selection.

Note: Grade-level schedules vary significantly. Availability is cross-checked with individual schedules before assignments are made.

---

3. ENCORE TEACHER COVERAGE

- When encore classes require coverage, the administrator:
    - **Reviews encore teacher availability per period.**
    - **Consider lunch duty assignments, which may limit certain teachers.**
    - **Selects staff using both availability and last subbed date.**

---

4. INTERVENTION SPECIALISTS (IS)

- Intervention Specialists are categorized separately by grade level. *If an IS is at risk of not meeting their required IEP minutes, they will make the administrator aware. The teacher will contact the Student Services Supervisor, in writing, if they are unable to meet required IEP minutes due to faculty substituting.
- If needed for coverage, IS staff are selected based on:
    - Grade-level alignment.
    - Availability during the class needing coverage.
    - Date of last subbing, used to maintain equity.

---

5. DAILY COVERAGE COMMUNICATION

- A daily coverage email is sent out to all staff indicating:
    - Who is covering
    - Which teacher is absent
    - Periods being covered
- If any staff respond with conflicts (e.g., "I cannot cover"), the administrator:
    - Rechecks the availability and rotation list.
    - Assigns an alternative based on availability and last date subbed.

Note: This may require multiple updates and follow-up emails to finalize all coverage assignments.

---

6. COMMUNICATION & TRANSPARENCY

- Staff may request to see the rotation or coverage history to confirm equity.
- The administrator will maintain the spreadsheet and coverage log as an official document.
- Concerns about fairness or overuse will be addressed during staff meetings or by request.

High School Process:

In the event that a substitute teacher is not assigned to cover a teacher absence, the following protocol shall be followed to provide class coverage, in the listed order of priority:

1. **Building-Based Substitutes**
   - Permanent or floating building substitutes assigned to the site will be the first line of coverage.
   - Administrators will prioritize placing them in assignments that match their certification when possible.
2. **Teachers with Open Periods (No Assigned Class)**
   - Teachers scheduled with open periods (not assigned to teach or supervise a class or duty) may be assigned to cover, provided it does not conflict with essential responsibilities.
   - Assignments will rotate to ensure equitable distribution.
3. **Duty Periods**
   - If open periods are unavailable, staff scheduled for supervisory duties (e.g., hall, lunch, or arrival/dismissal) may be reassigned to classroom coverage if coverage is urgent and adequate supervision can still be ensured elsewhere.
4. **Volunteer Teachers Using Plan Periods**
   - Teachers who have previously volunteered to use their prep/plan period for classroom coverage may be called upon next.
   - Volunteers will be compensated in accordance with the certificated contract and used equitably to avoid overuse.
5. **Teacher Planning Periods (Non-Volunteers)**
   - As a last resort, administrators may ask teachers to cover during their plan periods.
   - These instances should be limited, documented, and compensated per contract or MOU terms.
   - No teacher will be required to provide coverage without compensation or repeated coverage without rotation.

7. TRACKING AND EQUITY

- A rotation system will be used to equitably distribute coverage responsibilities among eligible support personnel. This will be documented in a spreadsheet for recording purposes.

Modifications

Should a building-level need arise that warrants a variation from the standard process, the school administration will collaborate with the Building Labor Management Committee (BLMC) to determine and implement an appropriate alternative process.

Transparency

All faculty substitute assignment records will be maintained in a shared Google document. This document will be accessible at all times for viewing by building staff.

Term

This MOU will remain in effect for a two-year term covering the 2025–2026 and 2026–2027 school years to deem its effectiveness. At the conclusion of this term, the MOU will expire unless renegotiated by mutual agreement of the Parties.

Signatures

FOR THE BOARD:

Brian Murphy
Superintendent
Marion City Schools
Date: _____

Jolene Carter
Treasurer
Marion City Schools
Date: _____

FOR THE UNION:

Jami Rawlins
President
Marion Education Association
Date: 8/25/25