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MASTER AGREEMENT

between the

MARYSVILLE EXEMPTED VILLAGE SCHOOL DISTRICT BOARD OF EDUCATION

and the

MARYSVILLE EDUCATION ASSOCIATION

Agreement
July 1, 2025 – June 30, 2028

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ELECTRONIC FORMS

The following forms can be found on the MEVSD Staff Intranet. Any revisions to the forms listed below must be agreed upon by the Board and the Association.

- Last Teacher Workday Form - Article 7.01 B.
- MTES Rubric - Article 16.01 A. 1)
- Continuing Contract Request Form - Article 17.02 C.
- Tuition Reimbursement Request Form - Article 19.05 B.
- Lateral Salary Advance Request Form - Article 20.03 A.

ARTICLE I – RECOGNITION

1.01 Recognition

The Marysville Board of Education, hereinafter referred to as the "Board", hereby recognizes the Marysville Education Association, OEA/NEA, hereinafter referred to as the "Association", as the sole and exclusive representative of the bargaining unit.

1.02 Bargaining Unit Defined

A. The bargaining unit shall include all full-time and regular part-time certificated personnel currently employed or to be employed. Excluded from the bargaining unit are the Superintendent, Treasurer, principals, teaching principals, substitutes, non-certificated personnel, and any other personnel hired to perform managerial or supervisory duties.

B. Long-term substitutes shall be bargaining unit members during the duration of such long-term assignment; provided however, such long-term substitutes shall not have the rights and privileges granted herein pursuant to Article XVII, Contract Procedure, and Article XI, Reduction in Force; long-term substitute shall be defined as a teacher employed as a substitute with an assignment to one (1) specific teaching position for not less than sixty (60) days during a school year. Any "substitute teacher" who completes sixty (60) consecutive days in the same assignment shall be placed on the salary schedule commensurate with the teacher's level of education and no more than seven years of experience. The district agrees that it will not change the assignment of "substitute teachers" who would otherwise qualify for such employment and placement to avoid its obligations, unless for performance issues. A "substitute teacher" is a teacher replacing a regular teacher on leave.

C. Hereinafter, employee(s) in the defined unit will be referred to as bargaining unit member(s) or member(s).

D. While Tutors are part of the bargaining unit represented by the MEA, they shall be employed by the Board strictly in accordance with the terms and conditions set forth below, and the Tutors shall only have those rights delineated herein.

1) Tutors shall not be considered a "regular" teaching employee for purposes of Ohio Revised Code (ORC) Sections 3319.08 and 3319.09.

2) Tutors shall be employed on a temporary, casual and "as needed" basis as assigned by the Superintendent. As such, Tutors are not guaranteed any particular number of hours per day, per week, or per year. The Superintendent or designee has the authority to determine if, when, and whether the services or the Tutor are necessary.

3) Employment for the Tutor shall be for a specific assignment, as services are needed, and such assignment may be terminated whenever it is determined by the Board that the services are no longer needed, or that the Tutor has not performed the duties in an acceptable manner as determined by the Superintendent or designee. As such, the need for a Tutor may be intermittent and may vary as to the number of hours per year based on the number of students requiring services from a Tutor and/or the amount of funds available to the District for funding such Tutor position.

4) Tutors shall be paid at the Board approved hourly rate for Tutors/Home Instructors/ESL Tutors/Auxiliary Aide Tutors for services rendered (i.e., for work performed as requested and authorized by the Superintendent or designee).

5) The total compensation to be received by a Tutor will depend upon the number of hours worked within any pay period.

6) The Board shall make retirement system contributions on behalf of the Tutor (employer's share) as required by law.

7) Tutors shall not be entitled to Board-paid insurance (except life insurance), paid leaves, or any other paid benefits accorded to regular teaching employees. This provision expressly supersedes and replaces ORC Section 3319.141. Additionally, Tutors will not be eligible for severance and shall not be permitted to participate in any retirement incentive program.

8) Tutors' employment contracts shall be for a term of one (1) year and shall automatically expire, without necessity for the Tutor being evaluated, the Board taking any further action, and/or the Tutor receiving notice of said non-renewal prior to April 30th. The Tutor's employment contract shall expressly state that "This document shall constitute notice of non-renewal of this contract at its expiration." There is no obligation that the Board comply with the evaluation or non-renewal procedures contained in ORC Sections 3319.11 and 3319.111, and/or the Master Agreement. This provision shall expressly supersede ORC Sections 3319.11 and 3319.111.

9) Tutors will not be eligible to accrue seniority and Tutors will not, in the event of reduction in force in teaching staff, have any bumping rights.

10) Tutors must abide by all rules, regulations, and policies of the Board, and the direction of the Superintendent or designee.

1.03 Member Rights

All bargaining unit members as described herein are entitled to all rights, benefits and privileges of this contract unless otherwise specified.

ARTICLE II – NEGOTIATIONS PROCEDURE

2.01 Initiating Negotiations

A. The Board of Education and the Association shall enter into negotiations for the purpose of achieving a signed Master Agreement covering wages, hours, and terms and conditions of employment and the continuation, modification or deletion of existing provisions of the current Master Agreement.

B. Request to open negotiations shall be made by either party in writing and sent by certified mail or hand delivered. Board requests shall be made to the President of the Association; Association requests shall be directed to the Superintendent of Schools. Requests to negotiate shall be made no later than four (4) months prior to the expiration of the negotiated Master Agreement.

1) Ten (10) months prior to the expiration of the current Master Agreement, designated representatives of the parties will meet to discuss the process for the negotiation of the successor Master Agreement.

2) The written request for negotiations shall include:

a. date of writing;

b statement of purpose of meeting;

c. name, address, telephone number, and email address of the official contact representing the requesting party who will agree to a mutually satisfactory time for initial negotiations meeting.

3) A written reply shall be sent by certified mail or hand delivered by the receiving official contact within five (5) school days to the official contact of the requesting party. The communique shall include:

a. date of writing;

b. recognition of request for a professional negotiations meeting;

c. time, place and date of mutually agreeable initial negotiations meeting.

C. The initial meeting date shall be set no later than three and one-half (3 ½) months prior to the expiration of the Master Agreement, unless both parties agree to a later date. Subsequent meeting dates shall be scheduled at time periods of fourteen (14) days interval or less, unless both parties agree otherwise. Negotiations shall be concluded by six (6) weeks prior to the expiration of the Master Agreement unless a mutually satisfactory later date is agreed upon.

2.02 Conduct of Negotiations

A. Representation

All negotiations shall be conducted by designated negotiating teams. The Board's negotiating team shall be designed by the Board and the Association's negotiating team shall be designated by the Association. Prior to negotiations, the Board and the Association will agree to the format of negotiations (i.e. IBB, traditional bargaining). Any necessary training will be agreed upon by the Board and the Association and will take place prior to the start of negotiations.

B. Authority of Negotiators

While no final agreements may be executed by the negotiators, the parties mutually pledge that their representatives shall be clothed with all necessary power and authority as required by law to make proposals, consider proposals and reach compromise during the course of negotiations.

C. Good Faith Negotiations

Negotiations shall be in good faith. The Board and the Association shall be willing to react to the proposals of the other. If a proposal is unacceptable, the other side shall be obligated to give reasons why. Nothing in this Master Agreement shall compel either party to agree to a proposal or to make concession(s).

D. Exchange of Information

Prior to and during the period of negotiations, each party will provide the other, upon written request, all regularly and routinely prepared information concerning issues under consideration; provided, however, nothing herein shall require the production of documents expressly generated for use of the Board and/or its representatives in matters relating to collective bargaining.

E. Submission of Issues

A written summary of initial proposals shall be exchanged at the first negotiations meeting. Such summary shall be in such sufficient detail to reasonably advise the other party as to the intent of the proposal. Additional proposals shall be added during the negotiating period only by mutual consent of the parties.

F. Meetings

The parties shall meet at such places, dates and times agreed upon at the beginning of the prior meeting. The approximate length of each meeting shall be determined at the beginning of each negotiations session.

G. Other Ground Rules

Any other ground rules shall be determined at the initial negotiations session.

2.03 Agreement

A. As issues are discussed and tentative agreement reached, said items shall be reduced to writing and initialed by a representative of each team.

B. When a tentative settlement is reached, it shall be reduced to writing by the teams, proofed, and submitted to the membership of the Association for its consideration and, if approved, thereafter to the Board for its consideration.

C. After approval of both bodies, the teams shall proof a final copy to be duplicated so that four (4) originals are signed by the Board President, Treasurer and Superintendent for the Board and the Association President, Negotiations Chairperson and the agent of record for the Association. Of the four (4) original signed copies, two (2) shall be given to the Association and two (2) given to the Board. The Treasurer shall file one (1) copy with the State Employment Relations Board.

D. The Board shall post electronically via the staff intranet the Master Agreement within sixty (60) days following its approval except for good cause shown.

2.04 Dispute Resolution

A. The Board and Association agree to maintain and continue negotiations dialogue through May 15th, the established negotiations period, unless impasse is mutually agreed upon at an earlier date.

B. In the event that agreement has not been reached by the end of the negotiations period, either party may declare a negotiations impasse. If impasse is declared, those items not tentatively agreed to shall be submitted to mediation. The Federal Mediation and Conciliation Service (FMCS) or other mutually agreed upon mediation service shall be contacted jointly by both sides to supply a mediator. All recommendations of the mediator shall be advisory and not binding upon the parties.

C. Mediation shall take place for a minimum of ten (10) days. If no agreement is reached by the end of this mediation period, the Association may exercise its right to strike in accordance with ORC Section 4117.14(D)(2).

D. The procedure set forth in this section represents a mutually agreed dispute settlement procedure which supersedes the procedures contained in ORC Section 4117.14, except that the Association retains the right to strike by following the procedures set forth in ORC Chapter 4117.

2.05 In-Term Impasse Procedure

A. Notwithstanding ORC Section 4117.14(G), the following procedure shall be implemented only in the resolution of an impasse arising between the parties pursuant to Division B below and/or Section 2.07 (Severability) of this Article. Except as may be otherwise expressly agreed in writing, the procedures herein shall not be applicable to an impasse that may arise between the parties in the bargaining of a successor agreement or in the resolution of any other impasse between the parties of whatever nature.

B. If, during the life of this Master Agreement, bargaining is necessary due to mandatory directives from agencies having jurisdiction over the Board, severability of the Master Agreement as provided in Section 2.07 below, or a specified reopener provision in the collective bargaining agreement, the following procedure shall be used:

1) The parties shall meet and bargain for a maximum of thirty (30) days. If the in-term bargaining does not result in agreement between the parties, either party may demand the matter be submitted to an arbitrator selected from, and according to, the Voluntary Rules and Regulations of the American Arbitration Association (AAA).

2) Upon impasse, each party shall provide the other with a list of unresolved issues within two (2) work-days from the date impasse is declared.

3) Within five (5) work-days after the declaration of impasse, the parties shall exchange their final offer on each of the unresolved issues.

4) At the request of either party, the parties shall meet within seven (7) work-days and be given the opportunity to present a revised final offer for any unresolved issue.

5) Issues remaining unresolved at the conclusion of the post-impasse bargaining session shall be presented to an Arbitrator for final offer arbitration.

6) The Arbitrator shall be selected from a list of arbitrators submitted by and in accordance with the Voluntary Rules of the American Arbitration Association.

7) The final offer of the parties shall be that as presented at the post-impasse bargaining session conducted pursuant to sub-divisions (3) or (4) above.

8) All unresolved issues shall be considered individually.

9) The Arbitrator shall hold a hearing within thirty (30) days of his/her selection or as soon thereafter as is practicable and hear such testimony from the parties as he/she deems appropriate.

10) Upon conclusion of the hearing, the Arbitrator shall resolve the dispute between the parties by selecting, on an issue-by-issue basis, the best from between each of the party's final settlement offers, taking into consideration the following:

   a. past collective bargaining agreements, if any, between the parties;

   b. comparison of the issues submitted to those involving other public school districts giving consideration to factors peculiar to the Marysville Exempted Village School District;

   c. the interests and welfare of the public, the ability of the Marysville Exempted Village Board of Education to finance and administer the issues proposed, and the effect of the adjustments on the normal standard of public service;

   d. the lawful authority of the Board of Education;

   e. the stipulations of the parties, if any;

   f. such other factors, not confined to those listed in this section, which are normally or traditionally taken into consideration in the determination of the issues submitted to final offer settlement through voluntary collective bargaining, mediation, fact-finding, or other impasse resolution procedures in the public service or in the private employment.

11) The Arbitrator shall have no authority to modify a final offer of either party or make an award which is not a final offer of a party.

12) The issuance of a final offer settlement award shall be binding upon the parties.

13) The parties shall bear equally the cost of the final offer settlement procedure.

2.06 Dispute Resolution; Reopener by Agreement of the Parties

A. The Dispute Resolution procedure as set forth in Section 2.04 above shall be implemented for any impasse occurring by reason of a reopener of this Master Agreement expressly agreed to by the parties.

B. If the parties have not resolved the impasse after completion of the procedure set forth in Section 2.04 above, the parties shall have all rights and authorities as set forth in ORC Chapter 4117.

2.07 Severability

A. This Master Agreement supersedes and prevails over all statutes of the state of Ohio, except as specifically set forth in ORC Section 4117.10(A), and all policies, rules and regulations of the Board. However, should SERB or any court of competent jurisdiction determine, after all appeals or times for appeals have been exhausted, that any provision is unlawful, such provision shall be automatically terminated but all other provisions of the Master Agreement shall remain in full force and effect.

B. Within ten (10) days after any provision of this Master Agreement has been determined unlawful, the parties shall commence bargaining as provided in Section 2.05, In-Term Impasse Procedure, above.

2.08 Waiver of Bargaining

The parties acknowledge that during the negotiations which resulted in this Master Agreement, each had the unlimited right and opportunity to make demands and proposals on any subject within the scope of bargaining. The understandings and agreements arrived at by the parties are set forth herein, and the parties agree that this Master Agreement constitutes the entire Master Agreement between them and settles all issues within the scope of bargaining. The Association expressly waives, during the term of this Master Agreement, any right it may have to bargain any term or condition of employment of any bargaining unit member which is not in direct conflict with any lawful term of this Master Agreement except as provided in Section 2.05(A) above.

2.09 No Strike Provision

Neither the Marysville Education Association, its agents, nor any bargaining unit member shall strike or engage in any slowdown, withholding of services or concerted activities designed to interfere with the normal operations of the school district during the term or extended term of this Master Agreement. Bargaining unit members shall be subject to the provisions of the OCR in accordance with Chapter 4117 in their entireties, as well as any

future revisions to the ORC. Further, bargaining unit members found to be in violation of the above shall be subject to immediate disciplinary action by the Board, including termination under ORC Section 3319.16.

ARTICLE III – MANAGEMENT RIGHTS

The Board reserves unto itself all rights, privileges, powers and authorities granted by ORC Section 4117.08(C) and those arising at common law except as such rights may be diminished by the express and unequivocal provisions of this Master Agreement.

ARTICLE IV – ASSOCIATION RIGHTS

4.01 Exclusive Rights

Except as may be otherwise required by law, the rights outlined in this Article shall be the exclusive rights of the Association as the recognized bargaining agent.

4.02 Use of Buildings and Equipment

A. The Association will have the right to use school buildings at reasonable times for Association business 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 all such meetings. The Association shall pay the cost of extra cleaning or set-up expenses, if any.

B. The Association building representatives will have permission to use school equipment with prior notice to the building principals, provided the Board is reimbursed for any consumable supplies used by the Association, provided the Association shall reimburse the Board for any loss or damage to any such equipment by reason of such use except for loss from ordinary wear and tear.

4.03 Dissemination of Information

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

1) Use the inter-school mail system and/or District's intranet to distribute materials.

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

3) Use of the school public address system for Association announcements in accordance with administrative procedures.

4) Make brief announcements at faculty meetings.

4.04 Participation at Board Meetings

A. The Association President shall be provided with the Board Agenda, approved minutes, and other documents given Board members except those things confidential in nature and items discussed in executive session at the time such documents are provided to the Board members.

B. The Association President or his/her designee may speak during the public participation portion of the agenda and at such other times as the Board President has given prior written authorization.

4.05 Access to Information

A. The Association President shall be notified of all written Board policies and any amendments within thirty (30) days of adoption.

B. The Board shall provide the Association President with the names, and building assignments of all persons within the bargaining unit on or before October 15th of each school year.

C. The Board shall furnish the Association information related to its financial and educational operation. Such information shall be provided within ten calendar days of receipt of the Association's written request; provided, however, nothing herein shall require the Board to provide anything other than public records or to specially prepare such information except as such information is prepared in the Board's ordinary course of business.

4.06 Association Business

A. Bargaining unit members elected as delegates to the OEA Representative Assembly may attend, without loss of pay, meetings of that Assembly, not to exceed a total of two (2) days per school year. All costs associated with the meetings shall be the responsibility of the Association or the individual bargaining unit member.

B. Association leave shall be requested at least ten (10) days in advance and in accordance with District regulations via electronic absence request.

C. Duly authorized representatives of the Association and its affiliates may transact Association business on the Board's property at any time before, after, or during the regular work day provided that such business shall not interfere with the assigned duties of a bargaining unit member.

ARTICLE V – ASSOCIATION DUES/ASSESSMENTS

5.01 Dues Deduction

A. The Board agrees to deduct from the wages of any bargaining unit member the dues, initiation fees and assessments of the Association upon presentation of a written deduction authorization form from any member at least fifteen (15) days from the first work day of the school year. Said deduction shall remain in effect unless withdrawn, in writing, by the bargaining unit member between September 1 and September 30th of any school year.

B. Deductions shall be made in as nearly equal-pay-period installments as possible during the school year and in an amount determined by the Association. Deductions of the installments shall begin at the next pay period no less than ten (10) work days from receipt of the authorization.

C. The Board shall transmit to the Association in a single check in the amount of all dues so deducted with five (5) days of the pay period along with a listing of bargaining unit members and deductions made.

D. The MEA shall defend and indemnify the Board, its members, and its administration and supervisory employees, including but not limited to the Board's Treasurer (hereinafter, "the indemnitees"), for, and hold them harmless from, any and all liability, damages including any punitive damages, and expenses, directly or indirectly incurred by the indemnitees or any of them, because of any legal action or administration claim brought against them as a result of the provisions of this Article.

5.02 Fair Share

Should fair share fees be found constitutional in the future, the fair share provision listed in this Section below will be re-inserted into the Agreement.

A. Current members shall remain dues paying members or pay the fair share in accordance with this section.

B. Bargaining unit members initially employed after the effective date of this Master Agreement who elect not to become members of the Marysville Education Association shall pay through Board deduction from his or her pay a fair share fee for the Association's representation of such non-members.

C. Notice of the fair share fee shall be transmitted by the Association to the Treasurer of the Board on or about September 15th of each year for the purpose of determining amounts to be payroll deducted, and the employer agrees to promptly transmit all amounts deducted to the Association.

D. Payroll deduction of such annual fair share fees shall commence on the first pay date which occurs on or after January 15th annually. In the case of unit employees hired after the beginning of the school year, the payroll deduction shall commence on the first pay date on or after the later of:

1) Sixty (60) days employment in the bargaining unit position; or

2) January 15th.

E. Upon termination of membership during the year, the Treasurer shall, upon notification from the Association that a member has terminated membership, commence the deduction of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual fair share fee less that amount previously paid through payroll deduction. The deduction of said amount shall commence on the first pay occurring on or about forty-five (45) days from the termination of membership.

F. The Board further agrees to accompany each such transmittal with a list of the names of the bargaining unit members for who such fair share fee deductions were made, the period covered, and the amounts deducted for each.

G. The Association represents to the Board that an internal rebate procedure has been established in accordance with ORC Section 4117.09(C) and that a procedure for challenging the amount of the representation fee has been established and will be given to each member of the bargaining unit who does not join the Association and that such procedure and the notice shall be in compliance with the applicable state and federal laws and the Constitutions of the United States and the State of Ohio.

H. Upon timely demand, non-members may apply to the Association for an advance reduction/rebate of the fair share fee pursuant to the internet procedure adopted by the Association.

5.03 Other Deductions

A. Other deductions as may be authorized herein, including FCPE (Fund for Children and Public Education) contributions, shall be submitted to the Board Treasurer. Such deductions shall begin with the next pay check no less than ten (10) work days from receipt of the authorization.

B. The MEA shall indemnify and hold harmless the Marysville Exempted Village School District, the Board, its employees and agents from any action, cause of action, attorney fees, costs or damages arising from any good faith implementation of the provisions of this section.

ARTICLE VI – ACADEMIC FREEDOM

A. Except as otherwise limited herein, teachers shall have the right to teach without unwarranted interference, harassment, pressure or intimidation on matters they have a responsibility to present, including material emanating from state authorized and Board adopted curricula, to their classes in such a way as to contribute to the overall intellectual growth and general development of each child. Members shall be given adequate encouragement so that, while following Board adopted curricula, subjects may be explored openly and adequately within the classroom; provided, however, the teacher shall be held strictly accountable for exercising reasonable and sound judgment in selecting for discussion those issues which he/she deems appropriate when consideration is given to the maturity and understanding of the students involved. Failure to exercise such judgment may result in such disciplinary action as the Board deems appropriate.

B. It is mutually recognized that freedom carries with it responsibility; academic freedom also carries with it academic responsibility which is determined by the basic ideals, goals, and institutions of the local community. Discussion and analysis of controversial issues should be conducted within the framework of the fundamental values of the community as they are expressed in the educational philosophy and objectives of the Board.

C. Within the limitations contained in this Article, academic freedom shall be defined as:

1) The right to teach and learn about controversial issues which have economic, political, scientific, or social significance.

2) The right to select and use materials which are relevant to the levels of ability and maturity of the students and the educational objectives of the school system.

3) The right to maintain a classroom environment which is conducive to the free exchange and examination of ideas.

4) The right of students to hold divergent ideas as long as the expression of their dissent is done within the guidelines of debate and discussion which are generally accepted by teachers in a normal classroom environment.

5) The right of free expression of conscience on matters of public concern as private citizens with the correlative responsibility of a professional presentation of balanced views relating to controversial issue as they are studied in the classroom. The teacher's personal views shall be clearly identified as opinion.

D. Guidelines for selection of controversial issues to be studied in the classroom are:

1) The issue shall be suitable for students of the maturity and background represented in the class.

2) The issue shall be related to the course content and help achieve course objectives.

3) The issue shall provide the student an opportunity to study controversial issues.

4) The issue shall provide the student competent instruction balancing the various and/or conflicting points of view in an atmosphere free from bias and prejudice.

5) The issue shall provide the students their right to form, identify and express their own opinions on controversial issues as long as a balanced presentation is made on conflicting positions.

E. The evaluation of student performance is the primary responsibility of the teacher in accordance with policy adopted by the Board. No grade or test score assigned a student may be changed without just cause and notice to the teacher who assigned the grade or score.

ARTICLE VII – WORKING CONDITIONS

7.01 Length of School Year

A. The School year shall consist of one hundred eighty-six (186) days which will include a minimum of five (5) work days and five (5) professional development days and a minimum of two (2) in lieu of conference days. The calendar committee shall recommend the number and placement of these days on the school calendar. Work days can include up to 2 hours of scheduled professional development. Also, additional professional development time may be scheduled on work days as mandated by the Ohio Department of Education. Any such staff professional development shall have adequate prior notice. Any variation of this procedure must have prior approval of both the Board and the Association.

B. Upon approval of the building administrator, duties on the last teacher work day may be fulfilled by the member submitting a Last Teacher Work Day Option form found on the Staff Intranet indicating the number of hours of professional activities totaling the equivalent of a regular teacher work day. The member is expected to complete all end-of-year checklists and attend any applicable meeting on the last teacher work day as deemed necessary by the building administrator.

7.02 School Calendar Committee

A school calendar committee will be created to review school calendar recommendations. The Association may invite up to five (5) members to attend meeting(s) at which the school calendar for the following two (2) years will be considered. The Superintendent's recommendation will be submitted to the Board no later than the April meeting. In the

event that the committee's recommendation is not the calendar submitted for approval, written notice will be provided to the Association.

7.03 Length of School Day

Except as otherwise provided herein, the length of the regular duty day for bargaining unit members shall not exceed seven (7) hours and thirty-five (35) minutes, including a duty free lunch period.

7.04 Duty-Free Lunch

A. Each bargaining unit member shall be provided one (1) duty-free, uninterrupted lunch period per instructional day. The duration of the period shall be no less than thirty (30) minutes.

B. Bargaining unit members shall notify a building designee if leaving during the period.

7.05 Building Faculty Meetings

A. Except in cases of urgent necessity, members shall be required to attend no more than two (2) thirty minute or one (1) 60 minute general staff meeting per month which extends beyond the regular student day. Such general staff meetings shall begin prior to or at the conclusion of the student day (or as soon thereafter as practical) and when possible shall have a duration of one (1) hour or less beyond the regular student day. The building administrator may cancel a previously scheduled faculty meeting if one is not necessary.

B. Every reasonable effort shall be made to limit the number of departmental, phase or grade level meetings held beyond the regular duty day.

C. The dates of building faculty meetings shall appear on the building calendar and in staff handbooks.

D. The building administrator shall prepare and distribute to all members an agenda for each building faculty meeting at least twenty-four (24) hours in advance of the meeting except where a meeting is called in a case of urgent necessity. Where possible, discussion and training topics will be reduced to writing and distributed to members in order to avoid unnecessary meetings. A written summary/minutes of each meeting will be distributed to members.

E. For purposes of scheduling such meetings the student day shall begin with the student arrival bell at the beginning of the day and with the bell triggering student dismissal in the afternoon.

7.06 Committee Meetings

A. District-wide and building committee meetings shall have a duration of one (1) hour or less, when possible, beyond the regular student day.

B. While membership on committees is strongly encouraged, such membership is voluntary. The committee shall elect a chairperson at its first meeting of the year.

C. The committee shall develop goals and timelines for accomplishment of those goals at the first meeting of the year. The chairperson shall prepare and distribute to all committee members an agenda for each committee meeting at least twenty-four (24) hours in advance of the meeting except where a meeting is called in a case of urgent necessity. A written summary/minutes of each meeting will be distributed to committee members.

D. The parties agree to the establishment of the Professional Development Committee, which shall consist of at least one (1) bargaining unit member from each school building and representatives of the administration for the purpose of exploring options for professional development, curriculum development, in-service training programs, and technology education. The committee shall also review options and strategies for obtaining continuing education unit (CEU) credits and fulfilling teacher licensure requirements.

7.07 Planning and Conference Time

A. Members assigned to the elementary, intermediate and middle schools shall be provided no less than two hundred (200) minutes preparation time per week within the member's student day.

B. Members assigned to the high school shall be provided with a daily preparation period of the same length as a regular class period.

C. Establish a planning time committee to review recommendations for continuous minutes for elementary schools.

7.08 Parent-Teacher Conference Time

A. The minimum of two (2) days per school year shall be scheduled for the purpose of parent-teacher conferences in grades PK-12.

B. The structure and use of such days in each building shall be agreed to between the faculty and the building administrator.

C. Such days are to be credited as school days in the calendar.

D. Except upon the prior approval of the building principal, the scheduling of parent conferences shall be confined to the regularly scheduled conferences as set forth in the school calendar

7.09 Faculty Substitute Pay

A. Bargaining unit members asked to substitute during their preparation and conference period for any other teacher shall be paid at the rate of thirty-five dollars ($35.00) per hour or the substitute hourly rate of pay, whichever is greater, for said substituting.

B. When multiple teachers absorb students from another absent teacher's classroom, said teachers will be paid a pro-rata share at the rate of thirty-five dollars ($35.00) per hour total. The total paid all such teachers cumulatively shall not exceed thirty-five dollars ($35.00) per hour.

C. If a staff member with a non-traditional class schedule is pulled more than one (1) time in any given week, the staff member shall be eligible for faculty substitute pay (i.e. reading specialist, instructional coach, guidance counselor, intervention specialist etc.) at the rate of thirty-five dollars ($35.00) per hour.

D. Actual payment for faculty substituting will be made the first payroll following payroll staff receipt of time sheet.

7.10 Instructional Materials

The Board shall make every reasonable effort to provide appropriate texts, library facilities, laboratory equipment, audio-visual equipment, current periodicals, paper and other clerical supplies, and supplementary materials within the financial resources available.

7.11 Emergency Closings

A. When schools are closed on a day-to-day emergency basis because of inclement weather, snow, ice, utility breakdown, etc., the first three (3) days bargaining unit members will not be required to report, and the next three (3) days will be remote learning days. Any additional days after the six (6) days as described above will be days on which bargaining members are not required to report to duty, until the District would have less than the state required learning hours for the school year. At that point, the hours to be made up would occur either by remote learning or will be made up in person, as determined by the Superintendent.

B. On days where the opening of school is delayed by weather conditions, members shall be required to report to duty at the earliest time weather conditions permit.

C. If said emergency days exceed those allowed by law, the scheduling of any make-up days shall be in accordance with the make-up days provided in the adopted school calendar. When necessary, the parties shall jointly determine the days/hours to be utilized for make-up in excess of the predetermined days established in the annual school calendar.

D. Notification of school delay or closing shall be done according to procedures established by the District administration.

7.12 Unsatisfactory Conditions

When the environmental conditions, in an area of the building where assignments are located, are in the bargaining unit member's judgment detrimental to the education process, the member shall notify the building principal. The building principal shall forward the notification to the appropriate party (i.e. maintenance) and provide acknowledgement of this process to the notifying party.

7.13 Attendance at Open House/Other School Activities

A. Bargaining unit members shall attend the school's annual Open House and Orientation Program. Upon approval of the principal, bargaining unit members may be excused from attendance because of urgent situations or personal illness.

B. Except as otherwise provided in division (A) above, the participation in parent-teacher organization meetings, programs and activities is voluntary but participation is encouraged as a part of the member's professional responsibility.

7.14 Class Size

A. The ratio of teachers to pupils on a district-wide basis shall be at least one (1) full-time equivalent classroom teacher per twenty-five (25) pupils in average daily membership. Said ratio shall be calculated in accordance with ORC Sections 3319.11.

B. The ratio of teachers to pupils in kindergarten through fourth grade on a district-wide basis shall be at least one (1) full-time equivalent classroom teacher per twenty-five (25) pupils in average daily membership. Said ratio shall be calculated in accordance with ORC Sections 3317.02 and 3317.023.

C. Should the State Board of Education change the minimum standards as they relate to this section, the Master Agreement will be adjusted to reflect such change.

7.15 Job Sharing

Job sharing is voluntary and is dependent upon the understanding that student needs and scheduling take precedence and preference over individual bargaining unit members

preferences. All job sharing positions shall be reviewed annually by the superintendent and will not be renewed automatically. All decisions by the superintendent or building principal regarding the recommendation or approval of proposed job sharing arrangements shall be final and not subject to the grievance procedure (Article XXII) of the Negotiated Agreement.

The parties have agreed to the following:

A. Bargaining unit members who wish to share a full-time position for the following school year shall submit a Letter of Intent and a written plan to the Superintendent and building principal no later than March 1st of the school year preceding the proposed job share.

B. Job sharing shall be defined as the sharing of duties and responsibilities of one (1) full time equivalent position by two (2) employees.

C. Instructional planning time, job responsibilities, duties, and committee work will be shared equitably as determined by consensus among the two (2) bargaining unit members and the building principal. The written plan shall include a proposed teaching schedule, including all building responsibilities. While it may not be possible to make the teaching schedules and responsibilities exactly equal, reasonable efforts shall be made to make the teaching schedules and responsibilities equitable.

D. Members of a job sharing team shall not be assigned duties or responsibilities in excess of one regular full-time position.

E. Both members of the job sharing team shall communicate with their principal about attending In-Service Day(s), system-scheduled Parent-Teacher Conferences, teacher work days, professional development days/hours and Open House.

F. Both members shall attend monthly staff meetings, if requested by the principal. If not requested, the teacher scheduled to work the day of the staff meeting will assume responsibility of informing the other member all necessary information. The teachers will assume responsibility for communication with the principal concerning request for attendance.

G. Both members shall work collaboratively. Communication between the job sharing team is expected.

H. If a 504 or IEP meeting is requested, the teacher who is assigned to teach during that time period will be responsible in attending as the representative. The co-teacher will be responsible for communicating pertinent information for this meeting.

I. Compensation shall be at one-half (1/2) the level which each teacher would receive under a full-time contract.

J. Movement on the salary schedule shall be one (1) step after each year of job sharing.

K. Each member of the job sharing team shall accrue one (1) year of seniority for each year of job sharing.

L. If a job sharing team member requires to use any sick time during their scheduled school day, it will be considered a full sick day.

M. If one of the job sharing team employees is absent from work, the other bargaining unit member may assume the full-time duties and be compensated on the regular substitute board approved substitute rate. A job sharing employee shall not be employed by the board as a substitute for other teaching positions within the District and shall agree that he/she will not hold substitute employment in other districts while employed as a job sharing teacher.

N. If a job sharing team member requests a personal day during their scheduled school day, it will be considered a full personal day.

O. Benefits will be distributed as if they were one employee working for the District. Therefore, both members of the job sharing team will be offered in the following order:

1) FIRST: Each member of the job sharing team will be offered health insurance and each member shall be responsible for payment of 50% of the Board's cost of the insurance premium if he/she elects coverage.

2) SECOND: One of the job sharing positions is eligible for health care coverage as if a full-time employee. The other job sharing position will not be eligible to collect the $1500.00 stipend for not accepting insurance during the job share and will not be eligible for any health care coverage during this school year.

3) THIRD: If neither job sharing team members elects medical coverage, they will each be entitled to a $750.00 stipend.

P. Vision, dental, and life insurance coverage may be elected by both job sharing team members; however, they will each have to contribute one-half (50%) of the monthly premium.

Q. An initial job sharing arrangement shall have a maximum duration of one (1) school year and in order for a particular job sharing arrangement to continue or be renewed for an additional year, there must be mutual agreement among the Superintendent, building principal, and the participating teachers.

R. In the first year of the job sharing experience, the Board shall treat the vacancy created by the job sharing as a leave of absence.

S. AFTER THE SECOND YEAR IN THE SAME JOB SHARING POSITIONS, job sharing bargaining unit members who wish to return to full-time positions shall follow the voluntary transfer provisions of the Collective Bargaining Agreement.

T. In the event that one of the job sharing employees resigns, ceases active employment with the district, or if a part of a job share position becomes vacant for any reason, the Superintendent at his/her discretion, shall either (1) return the other teacher to full-time status for the remainder of that school year or (2) fill the vacant part-time position for the remainder of that school year.

ARTICLE VIII – VACANCIES

8.01 Definition

A vacancy shall be any position in the bargaining unit resulting from:

A. The member leaving employment as a result of retirement, termination, resignation, leave of absence or death.

B. The member's contract was non-renewed.

C. The member was transferred to another bargaining unit position.

D. The member assumes a non-bargaining unit position.

E. The creation of a new bargaining unit position.

8.02 Posting of a Vacancy Notice

A. The vacancy notice shall be posted within five (5) work days after the Board has determined that the vacancy is to be filled.

B. During the school year (September to June) all vacancy notices shall be posted via the website and announced through a district wide email. Each posting shall indicate the posting requirements listed in section D below. It shall be the responsibility of the bargaining unit member to review and respond to the posted positions for which s/he is interested.

C. During the summer recess all postings for vacant district positions shall be posted via the website and announced through a district wide email. Each posting shall indicate the posting requirements listed in section D below. It shall be the responsibility of the bargaining unit member to review and respond to the advertised positions for which s/he is interested.

D. The vacancy notice shall include the position title; entry level qualifications, licensing and/or certification; description of the position's duties; pay rate/grade of the position; title of immediate supervisor, location where work is to be performed; date of initial posting; and the last date to apply for the position.

E. Except for cases of urgent necessity, the posting period shall be for no less than seven (7) work days.

8.03 Filling of Vacancy

A. Except for cases of urgent necessity or the vacancy occurs late in the school year, the vacancy shall be filled not later than thirty (30) calendar days after the posting of the vacancy notice.

B. If the vacancy occurs during the school year, a bargaining unit member may indicate interest (See Article IX, Section 9.04) in the position for the next school year. All vacancies shall be posted via the Marysville School District Website for a period of seven work days. Bargaining unit members interested in the posted vacancy shall submit a completed online application within seven work days of the posting.

C. The qualifications of the candidates shall be determined by the sole and exclusive discretion of the Superintendent. Should there be candidates who have substantially equal qualifications, the most senior member shall fill the vacancy.

ARTICLE IX – TRANSFERS

9.01 Definitions

A. **Transfer** – A change in assignment by an employee from one bargaining unit position to another.

B. **Voluntary Transfer** – A voluntary transfer shall be an employee-initiated reassignment.

C. **Involuntary Transfer** – An involuntary transfer shall be an employer-initiated reassignment of an employee.

9.02 Voluntary Transfer

A. Members shall have seven (7) work days from the posting of a vacancy to file a voluntary transfer request.

B. A member making a request of a voluntary transfer for a vacancy, and whose request is denied, shall be given written reasons for the denial.

9.03 Involuntary Transfer

A. The Superintendent shall exercise his/her authority pursuant to ORC Section 3319.01 to assign bargaining unit members to bargaining unit positions.

B. No member shall be involuntarily transferred in an arbitrary or capricious manner.

C. An employee involuntarily transferred shall be given written reasons for such transfer.

9.04 Transfers Within Building

Bargaining unit members' interest in transferring within the building shall be communicated by email or in writing to the Building Administrator. Upon the approval of the Superintendent, the principal shall make assignments within a building on a voluntary basis based on qualifications of members to the mutual satisfaction of the bargaining unit members at the affected grade level(s). If this is not possible, then the choice of assignments shall be given, in turn, to the affected bargaining unit member(s) with greatest seniority until all reassignments have been made. Such reassignments shall be made prior to the posting of the vacancy.

9.05 Miscellaneous

A. Except for good cause shown, no transfer shall be implemented during a period of RIF that will result in the layoff of a more senior member. RIF is also discussed in A/S 11.03.

B. Except for good cause shown, no transfer shall be implemented during a period of RIF that will preclude the recall of a member.

ARTICLE X – SENIORITY

10.01 Definition

Seniority shall be defined as the length of continuous full or part-time service as a bargaining unit member under a limited or continuing contract in the District.

10.02 Accrual of Seniority

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

B. Seniority shall accrue for all time a member is on active pay status or is receiving workers' compensation benefits.

C. Time spent on unpaid leaves of absence or layoffs shall not accrue seniority but shall not constitute a break in seniority.

D. Full-time members shall accrue one (1) year of seniority for each year of service of not less than one hundred twenty (120) days.

E. Part-time employees shall accrue seniority pro-rated for each year of service of not less than one hundred twenty (120) days.

F. Seniority of bargaining unit members who resign and are subsequently re-employed shall begin at the date of re-employment, except where such re-employment is for the following school year.

10.03 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.

B. If two (2) or more bargaining unit members have the same length of continuous service, or if conflicts over seniority develop, seniority will first be determined by the date of Board of Education hiring as stated in the Board minutes; secondly by the date of the most recent teacher's employment application as signed or electronically submitted by the employee; thirdly by giving preference to the bargaining unit member who did substitute teaching in the District prior to the date of regular employment; and fourthly by a flip of the coin. These procedures will apply to both limited and continuing contract seniority.

10.04 Loss of Seniority

A. Seniority shall be lost when an employee retires, resigns, is non-renewed, discharged for cause or otherwise leaves the employment of the employer.

B. When a member is employed by the Board in a full-time, non-bargaining unit position, such member shall not accrue seniority while in the non-bargaining unit position but shall not forfeit seniority previously accrued.

10.05 Distribution of Seniority List

A. Every bargaining unit member's name will appear in order of seniority on a list according to areas of certification/licensure. Bargaining unit members who are certified/licensed in more than one (1) area shall have their names on each list for which they hold Ohio Department of Education certification/licensure, and for which the certificate/license is on file in the office of the Superintendent. The list shall include the names of bargaining unit members who are currently on leave of absence.

B. The seniority list shall be compiled by placing at the top of the list in descending order of seniority, according to respective areas of certification/licensure, those bargaining unit members serving under continuing contracts. Bargaining unit members serving under limited contracts will be placed on the list below those on continuing contracts, also in descending order of seniority.

C. The Treasurer of the Board of Education, or his/her designee, shall prepare and distribute a seniority list on or before December 1 of each school year. The seniority list shall be emailed to all bargaining unit members through the District's email system. Members of the bargaining unit shall have thirty (30) work days to notify the administration of any corrections to the seniority list. During the thirty (30) work day timeline, bargaining unit members shall receive two (2) reminders, via email, of the seniority list deadline.

The seniority list shall indicate, by area of certification/licensure, the first day worked, the date of Board resolution to hire, and the contract status (limited or continuing) of each member. A copy of the seniority list shall be provided in hard copy to the Association President at the time it is distributed/emailed.

D. The seniority data of part-time members shall be listed separately from those of full-time members.

10.06 Correction of Inaccuracies

A. Each member shall have a period of thirty (30) days after posting of the seniority list in which to advise the Treasurer in writing of any inaccuracies which affect his/her seniority. The Treasurer or his/her designee shall investigate all reported inaccuracies and make such adjustments as are in order. An updated seniority list shall be posted on or before January 15th.

B. No challenge to the accuracy of the seniority list shall be considered after thirty (30) days of the posting of the initial list until the next posting.

C. All challenges to the accuracy of the list shall be resolved. The seniority list shall then be initialed by the Association President and Board Treasurer, with copies given to each no later than January 31st.

ARTICLE XI – REDUCTION IN FORCE

11.01 Definition

A reduction in force (RIF) of teachers may occur by reason of (1) decreased enrollment of pupils, (2) for financial reasons, (3) return to duty of regular teachers after leaves of absence, or (4) by reason of suspension of schools or (5) territorial changes affecting the District.

11.02 Determination of Necessity

A. If the Board determines it is necessary to reduce the number of bargaining unit positions pursuant to Section 11.01 above, it shall so notify the Association President in writing. Except in cases of urgent necessity, such notice shall be given no less than sixty (60) days before intended implementation. The notification shall include the reason(s) for the RIF.

B. Upon written request, the Superintendent shall meet and confer within seven (7) days of the request with representatives of the Association to discuss the RIF and explore any potential alternatives.

C. Failure to follow the procedure established in this Article shall be subject to the grievance procedure. The decision to implement a RIF shall be in the sole and exclusive discretion of the Board and no arbitrator shall substitute his/her judgment for that of the Board in such determination.

D. Nothing herein shall preclude the otherwise lawful non-renewal of a bargaining unit member's contract.

11.03 Implementation

A. First, the reduction shall be made through attrition resulting from resignations, retirement, transfers, other separation or death.

B. Second, limited contract teachers shall be reduced first utilizing the following order:

1) Licensure/Certification.

2) Competency as determined by formal evaluation.

3) When final evaluation ratings are comparable, seniority in the District shall prevail.

4) A teacher with a final evaluation rating of "Accomplished" shall prevail over a teacher receiving a lesser final evaluation rating, irrespective of that teacher's contract status.

5) For the purpose of defining "comparable final evaluation rating", anyone with a final evaluation rating of "Skilled" will be considered comparable.

6) A teacher with a final evaluation rating of "Ineffective" shall not prevail over other teachers who receives a final evaluation rating of "Accomplished", "Skilled", or "Developing", irrespective of contract status. However, a teacher on a continuing contract with a final evaluation rating of "Ineffective" shall prevail over a teacher rated "Ineffective" on a limited contract.

C. Third, continuing contract teachers shall be reduced by utilizing the following order:

1) Licensure/Certification

2) Competency as determined by formal evaluation

3) When evaluations are comparable, seniority in the District shall prevail.

4) A teacher with a final evaluation rating of "Accomplished" shall prevail over a teacher receiving a lesser final evaluation rating, irrespective of that teacher's contract status.

5) For the purpose of defining "comparable final evaluation rating," anyone with a final evaluation rating of "Skilled" will be considered comparable.

6) A teacher with a final evaluation rating of "Ineffective" shall not prevail over other teachers who receive a final evaluation rating of "Accomplished," "Skilled," or "Developing," irrespective of contract status. However, a teacher on a continuing contract with a final evaluation rating of "Ineffective" shall prevail over a teacher rated "Ineffective" on a limited contract.

D. Members with limited contract status shall be suspended within each teaching field affected before members with continuing contracts.

E. A bargaining unit member affected by the RIF may elect to displace a teacher who holds the same or lower evaluation rating of a less senior position on the seniority list in another area for which the bargaining unit member has a certificate/license on file in the office of the Superintendent.

F. Except in cases of urgent necessity, a member to be RIFed shall be given thirty (30) days written notice prior to the effective date of the RIF.

G. A bargaining unit member on an unpaid leave of absence shall be considered on lay-off status if during the period of such unpaid leave the bargaining unit member would have been laid off under the provisions of this Article had the member been on active employment status.

H. Unless a teacher has received a final evaluation rating of "Accomplished", a teacher who did not receive a formal revaluation will be considered "Skilled" for the applicable evaluation year.

11.04 Layoff Rights

A. Members with continuing contracts shall have recall rights for forty-eight (48) months after such contract was suspended pursuant to this Article. Members with limited contracts shall have recall rights for thirty (30) months after such contract was suspended pursuant to this Article.

B. Members laid off pursuant to this Article shall have the option to pay for Board-approved insurances while on lay-off. The bargaining unit member shall forward to the Board Treasurer a check in the amount of the premium one (1) month prior to the payment date. Bargaining unit members who fail to meet the payment schedule or who elect to be covered under another insurance plan will be removed from the Board-approved insurance plan until their return to duty.

1) Members laid off pursuant to this Article during the school year shall make such payment beginning in the month immediately following the first day of the Board-approved lay-off.

2) Members laid off pursuant to this Article at the conclusion of a school year shall have Board-approved insurances paid by the Board during the summer vacation period preceding the beginning of the next ensuing school year in the same amount and manner as paid for the benefit of other bargaining unit members.

C. Upon recall, members shall be given credit for purposes of salary placement for the same or similar services performed for another public school district during the period of layoff.

D. Upon written request to the Board Treasurer, members on layoff shall thereafter be notified of all postings for bargaining unit positions within such member's areas of certification/licensure.

E. The Board will not challenge a member's claim for unemployment benefits upon the grounds that the member refused to accept employment as a substitute teacher in a public school district.

F. For the purpose of recall, the Board will accept any valid certification, license or entry-level requirements earned but not previously on file with the Board Treasurer provided such documentation is filed with the Board Treasurer prior to recall.

G. The Board shall accept resignations whenever submitted from bargaining unit members who are on the recall list.

H. Members on the recall list shall receive preference for casual or day-to-day substitute teaching.

I. Part-time positions established during a layoff shall first be filled with bargaining unit members on the RIF list with proper certification/licensure. Such members shall retain recall rights to full-time positions.

J. Members on the recall list shall be retained on the official roster of Board certificated/licensed employees.

K. No outside hires shall be employed by the Board for bargaining unit positions while there are members on the recall list who are certified/licensed for the vacancy.

L. Except for cases of urgent necessity, no bargaining unit position shall be filled by a casual substitute while a member with proper certification/licensure remains on layoff.

11.05 Recall from Layoff

A. Bargaining unit members on the recall list shall be recalled in order of their layoff per A/S 11.03 above seniority for vacancies in areas for which they are certified/licensed.

B. Members with appropriate certification/licensure and continuing contract status shall be recalled before members with limited contracts.

C. If a vacancy occurs, the Superintendent shall notify the recalled member by certified letter to such member's last known address. It shall be the responsibility of the bargaining unit member to keep the Board Treasurer informed of his/her current address.

D. Within seven (7) work days of receipt of the notice, the recalled member shall indicate in writing or via email to the Superintendent his/her availability for the position.

E. A bargaining unit member who is recalled and is employed elsewhere shall be granted an additional three (3) days to respond to the notice of recall.

F. Except for good cause shown, any recalled member who fails to respond within seven (7) work days, or who declines to accept the position, shall forfeit all rights provided by this Article.

G. A RIF layoff shall be considered ended when all bargaining unit members on layoff are returned to active employment status, when no names remain on the recall list, or when more than the designated months have passed since the end of active employment status.

ARTICLE XII – COMPLAINT PROCEDURE

Complaints against bargaining unit members shall be processed as follows:

A. All complaints which are reasonably considered as common in the ordinary course of administering public elementary and secondary public schools shall first be directed to the appropriate building principal.

B. Complaints consisting of serious allegations which are received by individual Board Members shall be immediately reported to the Superintendent otherwise the Board Member shall direct the complaint to the appropriate building principal.

C. Upon receipt of a complaint from a Board Member or complainant, the Superintendent or his/her designee shall conduct a preliminary investigation of the allegations.

D. If the preliminary investigation supports probable cause that the allegations of the complaint are or may be founded upon fact, the Superintendent or his/her designee shall inform the member of the complaint.

E. At the discretion of the Superintendent or his/her designee, and at the request of the complainant or member, a meeting shall be arranged between the parties at a mutually convenient time to discuss the complaint.

F. The member may be accompanied by counsel or other Association representative of his/her choosing at any level of the complaint procedure; provided, however, at any meeting established under Division (E) above, such counsel or other representative shall be limited to confidentially advising the member and not permitted to question or otherwise communicate with the complainant without the complainant's consent.

G. If the complaint is not resolved at the administrative level, it may be appealed to the Board.

ARTICLE XIII – PERSONNEL FILE

A. The Board shall maintain one (1) official file on each bargaining unit member, to be kept in the office of the Superintendent.

B. Bargaining unit members shall have the right to review the information contained in their files with reasonable prior notice of no less than one (1) school day, except information for which the bargaining unit member has previously waived access.

C. Copies of information contained in the files of a bargaining unit member shall be made at no cost to the member.

D. All personnel files of bargaining unit members shall be maintained in accordance with state and federal laws governing such files, with the content cleared of information of a derogatory nature which is five (5) years or older. Bargaining unit member evaluations shall remain in the files.

E. Complaints made by parents, students or other members of the general public shall not be placed in the file of a bargaining unit member except after compliance with Article XII of this Master Agreement.

F. Documents shall be timely placed in the member's personnel file in accordance with acceptable office practices; the member shall be notified within one (1) work day when any document reasonably deemed adverse to the member's interests is placed in the member's personnel record file unless such member has seen the information. Such member shall be given the opportunity to timely respond to such information. The response shall be attached to the file copy.

G. Nothing herein shall preclude the otherwise lawful use of such information if the failure to notify the member as required in Division (F) above was grounded in good faith and did not work to the substantial prejudice of the member.

H. Neither grievances nor information pertaining to grievances shall be placed in the file of a bargaining unit member unless such documentation is necessary to implement the award given in such grievance.

I. A bargaining unit member may at any time petition the Superintendent in writing for removal of information contained in his/her official District file as to its relevance, accuracy, timeliness or completeness. Following a review of the material, the Superintendent will render a decision in writing regarding the request for removal of said material.

ARTICLE XIV – EMPLOYEE ABSENCE

14.01 Sick Leave

A. All regular employees of the Board of Education shall be entitled to fifteen (15) days of sick leave with pay, for each year under contract, which shall accumulate to a maximum of two hundred eighty (280) days. Sick leave credit may be retained, but not accumulated, during a Board-approved unpaid leave of absence or a leave of absence for military service.

B. Each regular certificated/licensed employee who renders part-time or hourly service, excluding substitutes, shall be entitled to sick leave for the time actually worked at the rate of one and one-fourth (1 ¼) days per month, fifteen (15) days per year, and a maximum accumulation of two hundred eighty (280) days.

C. Sick leave shall be granted in fifteen (15) minute increments or in class periods if applicable by the principal at the beginning or end of the work day. Specific guidelines for use of sick leave in this manner are listed below:

1) A request for more than one (1) hour of sick leave at the beginning or end of a work day shall be considered a request for one-half (1/2) day of sick leave.

2) Sick leave will be charge against accumulated sick leave for no less than one-half (1/2) day increments.

3) Partial use of sick leave will not be charged against accumulated sick leave until it accumulates to a total of three (3) hours. Records of partial sick leave use will be kept by the principal or designee and forwarded to the Board Treasurer upon accumulation of three (3) hours or less than three (3) hours at the completion of the school year.

4) Sick leave over-lapping from one-half (1/2) day to another during the same work day shall be considered a full day of sick leave.

5) Sick leave used in one-half (1/2) day increments shall be equal to one-half (1/2) of the bargaining unit members' work day (currently 3.5). One-half (1/2) day increments shall be used only in the a.m. (first 3.5 hours of the work day) or p.m. (second 3.5 hours of the work day).

D. Each new bargaining unit member or any member who has exhausted his/her accumulated sick leave shall be credited with (up to) fifteen (15) days of sick leave per school year, upon receipt of a written request or email notice to the Board Treasurer. If any of these fifteen (15) days of sick leave are used, they shall be deducted from the sick leave accumulated during that contractual year, or, if necessary, the following contract year. If a bargaining unit member ends Board

employment using advanced sick leave and not earning same, he/she will have the per diem amount deducted from said unearned sick leave from the last paycheck issued by the Board.

E. ORC 124.38 and OAG 95.003 state that sick leave can be transferred if you work for any school, municipal, county or state entity in the state of Ohio.

F. Sick leave may be used for any absence of the bargaining unit member due to personal illness, illness or disability due to pregnancy, injury, exposure to contagious disease which could be communicated to other employees or to school children; and for any absence due to illness, injury or death in the member's immediate family.

G. 1) The immediate family includes any person who is a member of the immediate household, father, mother, sister, brother, husband, wife, child, grandmother, grandfather, grandchild, in-laws bearing any of these relationships, legal guardian, foster or step-parent and foster or step child.

2) For the birth of a child, the mother may use up to twelve (12) consecutive weeks of paid leave beginning with the date of birth and assuming that the member has accrued sick leave to cover the full 12 weeks. The non-childbearing parent may use up to ten (10) sick leave days to assist in the recovery of the mother. Grandparents may utilize up to three (3) days of sick leave for the birth of a grandchild and up to five (5) days when a cesarean-section is required. Additional leave may be granted subject to Article XV - Family Medical Leave Act.

3) Adopting parents shall be permitted to use up to twelve (12) weeks of paid leave for placement and bonding of an adopted child assuming that the member has accrued leave to cover the full 12 weeks. Additional leave may be granted subject to Article XV - Family Medical Leave Act (FMLA).

4) If the requested amount of sick leave is not available or additional time is requested beyond the parameters above, the leave, with approval, would be unpaid unless other paid time (personal leave) is requested. Sick leave will not be deducted from the member's balance for non-contract days or breaks that occur during these leave periods.

H. Use of sick leave for special relationships/situations may be granted at the option of the Superintendent.

I. The bargaining unit member shall complete an electronic absence request for sick leave, justifying the use of sick leave, as soon as the need for such leave arises. If the administration determines that there is evidence of excessive absence, the administration has the right to request medical documentation of the need for sick leave. If medical attention is required, the member's statement on said form shall list the name and address of the attending physician and the dates when said physician was consulted. Sick leave shall not be assessed if such absence occurs on a calamity day.

J. No sick leave shall be granted or credited to a bargaining unit member after the effective date of that member's retirement or termination of employment.

K. When a bargaining unit member becomes aware of a need to use sick leave, that member shall notify the building principal or the principal's designee as soon as possible so that arrangements can be made for a qualified substitute.

L. The unauthorized use of sick leave shall result in the loss of pay for the days or portions thereof of such unauthorized use. Subsequent unauthorized use shall result in appropriate disciplinary action up to and including termination.

M. Sick Leave Bank

1. Any member may contribute to the sick leave bank by contributing one (1) day of sick leave to the sick leave bank per school year. Only earned sick leave may be contributed to the bank. The Association President and Superintendent (or designee) will be responsible for maintaining forms and sick leave bank balances. Sick days in the bank will rollover from year to year.

2. If a member or a member of his/her immediate family has suffered a catastrophic illness or injury, which for purposes of this section shall be defined as: an accident, lengthy illness, chronic health condition and/or physical disability (such as a stroke, Alzheimer's disease, Multiple Sclerosis, or Parkinson's) and if the member has already exhausted all accrued and advanced sick leave (see Section D), the member may apply for days from the sick leave bank.

3. Requests for sick leave shall be made on the approved sick leave bank request form. The Superintendent (or designee) and the Association President (or designee) will review all requests and determine on a case-by-case basis whether the requesting member's illness or injury meets the definition of a catastrophic illness or injury. Members may request days from the sick leave bank more than once in any school year but are limited to a maximum of fifteen (15) donated days per school year unless there are extenuating circumstances and additional days are requested and approved.

Advanced Days (Section D) - 15 per School year
Donated Days (up to) - 15 per School year

14.02 Personal Leave

A. Each full-time bargaining unit member shall be authorized three (3) non-consecutive days annually. Where applicable, an employee shall be authorized, on a pro-rated basis, a fraction of three (3) personal days as noted in the table below. Each half-time bargaining unit member shall be authorized a prorated fraction of three (3) personal days (subject to the concept listed in the table below), without loss of salary. Unused personal leave may be accumulated to a total of five (5) days.

New Employee:		Terminating Employee:	
August-November	3.00 days	August-November	1.00 day
December-February	2.00 days	December-February	2.00 days
March-May	1.00 day	March-May	3.00 days
		(Any days used in Excess of the chart will be recouped from the employee on the separating paycheck.)	

B. Personal leave shall be authorized in accordance with the procedures set forth herein with the following limitations:

1) No days shall be used the first or last day of the school year, which, for the purposes of this paragraph, shall be defined as the first or last student day, unless approval has been granted by the Superintendent.

2) Days shall not be used the day immediately preceding or following a holiday or vacation period, unless approval has been granted by the Superintendent.

3) No more than ten percent (10%) of the teachers in the building may be absent on personal leave on any given day.

4) All personal leave requests shall be filed no less than five (5) days prior to the date of use. In case of emergency, the employee shall notify the principal as soon as possible.

5) No days may be used consecutively unless prior approval has been granted by the Superintendent.

6) Personal leave may be used in one-half (1/2) day increments.

7) Personal leave shall be authorized on a first-come, first-serve basis.

8) No days shall be used to engage in other employment opportunities including self-employment.

C. Personal leave shall not be deducted from sick leave or any other leave.

D. Personal leave will not be assessed if it falls on a calamity day.

E. Personal leave shall be granted in fifteen (15) minute increments or in class periods if applicable by the principal at the beginning or end of the work day, providing that certificated/licensed personnel are available to cover the classroom. Specific guidelines for use of personal leave in this manner are listed below:

1) A request for more than one (1) hour of personal leave at the beginning or end of work day shall be considered a request for one-half (1/2) day of personal leave.

2) Personal leave will be charged against accumulated personal leave for no less than one-half (1/2) day increments.

3) Partial use of personal leave will not be charged against accumulated personal leave until it accumulates to a total of three (3) hours. Records of partial personal leave use will be kept by the principal or designee and forwarded to the Board Treasurer upon accumulation of three (3) hours or if less than three (3) hours at the completion of the school year.

4) Personal leave over-lapping from one-half (1/2) day to another during the same work day shall be considered a full day of personal leave.

5) Personal leave used in one-half (1/2) day increments shall be equal to one-half (1/2) of the bargaining unit members' work day (current 3.5). One-half (1/2) day increments shall be used only in the a.m. (first 3.5 hours of the work day) or p.m. (second 3.5 hours of the work day).

F. The unauthorized use of personal leave shall result in a deduction of pay; subsequent fraudulent use of personal leave may result in such other disciplinary action as may be deemed appropriate.

G. Members with unused personal leave days at the end of the school year have the option to:

1) In lieu of payment for unused personal leave days:

a. If the member's sick leave accumulation has not reached the maximum allowed under this Master Agreement, then the unused personal days may be transferred to his/her sick leave balance. A written request for transfer must be submitted to the Board Treasurer by June 1 of each school year.

b. If the member's sick leave accumulation has reached the maximum allowed under this Master Agreement, then the unused personal days may be transferred to his/her sick leave balance for the purposes of severance pay only. These days will be added to the total number of days calculated for severance payout. A written request for transfer must be submitted to the Board Treasurer by June 1 of each school year.

c. In no event shall unused personal days accumulate beyond five (5) days.

14.03 Professional Leave (Professional Meetings)

A. Released time with pay of at least one (1) day to attend professional meeting conferences or visitations may be given to provide the opportunity for professional staff members to advance professionally in accordance with ORC Section 3313.20(c).

B. Professional staff members who attend such meetings or conferences on business of the Board shall be considered assigned to duty with full payment of salary.

C. All professional staff members are encouraged to participate in professional activities of educational organizations which operate for the benefit of the school. These include membership and holding office in professional organizations, participation in curriculum studies, and educational leadership in experimental programs.

D. The Superintendent has the authority, when it is considered a meeting to be of sufficient importance to the welfare of the school, to request representation from the professional staff to attend such meeting(s). The Board shall supply a substitute for the professional staff member on leave. Such meeting shall not extend beyond the normal school day.

E. Request for professional leave shall be submitted via the electronic process as soon as the need for such leaves arises or at least two (2) weeks prior to the meeting, unless knowledge of the meeting comes after the deadline. If there a cost involved the requestor must also complete the Conference Request form provided by the Board of Education. All requests shall be made on a form provided by the Board of Education.

F. Upon the prior approval of the Building Principal, professional leave shall be granted from the end of the student day to the end of the teacher day for bargaining unit members who are attending early evening classes at nearby universities.

14.04 Assault Leave

A. Assault leave shall be granted to bargaining unit members pursuant to this Division for physical injury resulting from an assault which occurs in the course of such member's employment with the Board.

B. Upon notice to the Board Principal or immediate supervisor that an assault upon a member has been committed, any member having information relating to such assault shall, as soon as possible, prepare a written statement embracing all facts within the member's knowledge regarding said assault, sign said statement, and present it to the Building Principal or immediate supervisor.

C. The member shall input the need for leave into the electronic absence system to justify the use of assault leave.

D. If the member receives medical attention and/or is absent from his/her assigned duties more than two (2) days, a certificate from a licensed physician, stating the nature of the disability and its duration, shall be required.

E. A bargaining unit member shall not qualify for payment of used assault leave until the Assault Leave Form has been submitted to, and approved by, the Building Principal or immediate supervisor.

F. Bargaining unit members shall not be permitted to accrue assault leave.

G. Payment for assault leave shall be at the member's regular rate of pay.

H. Assault leave granted to a member shall not exceed thirty (30) days annually.

I. Payment shall be discontinued when the member elects to retire or is no longer under contract with the Marysville Board of Education.

J. Falsification of either a signed statement or a physician's certificate may be reason for denial of the leave or termination of employment under ORC Section 3319.16.

K. For any disability for a continuous period of two (2) weeks or more, the member shall apply for workers' compensation.

L. If the member is eligible to receive workers' compensation benefits, the member shall be paid the difference between the member's pay and the benefit received.

14.05 Temporary Military Leave

The Board shall grant temporary military leave pursuant to ORC Section 5923.05. Any bargaining unit member who is a member of the Ohio National Guard, the Ohio Defense Corps, the Ohio Naval Militia, or a member of other reserve components of the Armed Forces of the United States is entitled to leave of absence from his/her respective duties without loss of pay for such time as he/she is in the military service, on field training or on active duty for periods not to exceed one (1) month, for each calendar year in which s/he is performing service in the uniformed services. One (1) month shall mean twenty-two (22) eight (8) hour work days or one hundred seventy-six (176) hours within one (1) calendar year.

14.06 Time Lost for Judicial Proceedings

A. Except as hereinafter provided, a bargaining unit member who is a party to a judicial or administrative proceeding by reason of the member's course of employment shall be paid his/her salary for all days for which the member's attendance was required in such proceedings. This time shall be entered as professional leave.

B. Except as hereinafter provided, a bargaining unit member who is subpoenaed as a witness in a judicial or administrative proceeding by reason of the member's course of employment shall be paid his/her salary for all days for which the member's attendance was required in such proceedings. This time shall be entered as professional leave.

C. No member shall be paid his/her salary under this Division for any time spent as a party or witness in a judicial or administrative proceeding wherein the member is an adversary to the Board or such adversary is the employee, agent, representative or working for the benefit of the member; an exception to this prohibition shall be when a member is called as a bona fide hostile witness.

D. Members shall be granted a paid leave of absence to serve on jury duty during the member's regular duty year. Such leave shall not be charged to any other leave. Request for release for jury duty shall be submitted in writing to the member's immediate supervisor as far in advance as possible. The member shall submit evidence of jury service completed for each day for which the leave was granted.

14.07 Other Paid/Partially Paid Leaves

A. Other paid leaves may be granted by the Board of Education based upon their individual merit; e.g., religious holidays. When a member uses leave under this section, other paid leave will be entered in the absence system.

B. The Board may grant leaves for professional improvement (sabbatical) as provided in ORC Section 3319.131. Upon its sole and exclusive discretion, the Board may grant such leave with partial pay and full fringe benefits or upon such terms and conditions as the Board may determine.

14.08 Unpaid Leaves of Absence

A. Upon written application of a bargaining unit member, the Board shall grant a leave of absence for illness or other disability. Such leave of absence shall be for a period not to exceed two (2) years. Upon return to service from said leave, the bargaining unit member shall resume the contract status held prior to the leave. Approved leave shall not be considered for advancement on a salary schedule.

B. Upon written application of a bargaining unit member, the Board may grant a leave of absence for educational or other purposes for a period not to exceed two (2) years. Upon return to service from said leave, the bargaining unit member shall resume the contract status held prior to the leave. Approved leave shall not be considered for advancement on the salary schedule.

C. An unpaid leave of absence shall be granted to a member who, as a condition imposed by the agency on the approval for adoption, is required to provide full-time care of the adopted child; such leave shall not exceed twelve (12) weeks without the express approval of the Board.

D. All leaves of absence shall be without pay and benefits, and will be granted for a period of time not to exceed one (1) year from the date of the leave. The Board shall consider a written request for up to a one (1) year extension of an approved leave of absence.

E. Upon request, a bargaining unit member who is pregnant may request an unpaid leave of absence for the duration of pregnancy and the associated period of disability.

F. Applications for leaves of absence shall be submitted as far in advance as possible of the leave date, but not less than thirty (30) days before the beginning date of the leave. This time line may be waived by mutual consent of both parties. All applications for an unpaid leave of absence shall include a termination date for said leave.

G. A bargaining unit member on an unpaid leave of absence shall verify to the Superintendent in writing his/her desire to return to work by March 15th of the year in which the leave is in effect. If the return date of the leave is in the middle of a school year, the employee shall verify to the Superintendent on a form supplied by the Board his/her desire to return to work within thirty (30) days before the end of the leave. These time lines may be waived by mutual consent of both parties.

H. If the member does not return to service at the stated termination date of the leave, he/she shall be deemed to have abandoned his/her contract and all the rights, privileges and authorities of employment with the Board shall be waived.

I. Upon the return to service, a member shall resume the contract status previously held and shall maintain his/her position on the salary schedule as that held at the effective date of the leave; provided, however, such member shall advance on the salary schedule if he/she served no less than one hundred twenty (120) days during the school year in which the leave began.

J. Unless otherwise approved by the Board, the benefits of a member returning to service after the last day of school shall commence at the termination date of the leave as established by the requirements of sub-division (E) above.

K. No employee shall be granted a leave to seek, pursue, or engage in other employment.

L. Any bargaining unit member on an approved unpaid leave of absence shall have the option to pay for the Board-approved insurances while on leave of absence. The bargaining unit member shall forward to the Board Treasurer the full (Board and employee) amount of the premium one (1) month prior to the premium payment date. Bargaining unit members who fail to meet the payment schedule or who elect to be covered under another insurance plan will be removed from the Board-approved insurance plan until their return to duty. Payment will begin in the month immediately following the first day of Board-approved leave of absence.

ARTICLE XV – FAMILY AND MEDICAL LEAVE

Members of the unit shall be entitled to leave as provided in the Family & Medical Leave Act and its final regulations. For purposes of this section, "twelve (12) month period" is defined as "the twelve (12) month period measured forward from the date the employee's first FMLA leave begins" (i.e. the leave year is specific to each employee). The employee would be entitled to twelve (12) weeks of leave during the twelve (12) month period beginning on the first date FMLA leave is taken. The next twelve (12) month period would commence the first time FMLA leave is taken after the completion of any previous twelve (12) month period.

ARTICLE XVI – EVALUATION

16.01 Exclusive Application of Provisions

A. The Board and the Association agree that the District's evaluation program will include the following:

1) A uniform instrument for rating bargaining unit members will be available and can be found on the Staff Intranet.

2) A philosophy of evaluation whereby the evaluator will assist the bargaining unit member in improving his/her instructional and professional performance.

3) The evaluation procedure established in this agreement conforms to the framework for the evaluation of teachers developed pursuant to section 3319.111 and 3319.112 of the Ohio Revised Code.

4) Adherence to the timelines provided herein, with the understanding that those timelines may be modified by mutual consent of the parties, due to unforeseen circumstances.

B. Application

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

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

C. Supplemental duties performed under a supplemental contract shall not be subject to this evaluation procedure.

16.02 Evaluation

A. The primary objectives of the District's evaluation program are as outlined below:

1) To develop a cooperative atmosphere between the supervisor and the bargaining unit member for the purpose of improving instruction.

2) To assess and inform certificated/licensed staff of their performance in their present position and during a specific time period.

3) To generate awareness regarding their present position responsibilities and expected level of performance.

4) To jointly establish meaningful objectives which relate to District, school and department objectives.

5) To provide a means for joint communication so that the supervisor and the bargaining unit member can reach joint agreement on plans for the personal development and the potential growth of the member.

6) To serve as a basis for employment contract recommendations.

B. Unless a teacher has received an evaluation rating of "Accomplished", an "evaluation" shall consist of two (2) formal observations annually. One observation must occur in each semester. Each formal observation will include a pre-conference and post-conference. The pre-observation conference shall be held one (1) to five (5) work days prior to the formal observation. A post-observation conference shall be held not more than seven (7) days after each observation. The parties may mutually agree to extend the timelines due to the unforeseen circumstances.

A formal observation shall last for a whole lesson or class period but not less than a minimum of thirty (30) minutes. If after the second formal observation, a teacher's performance is found deficient to the extent that adverse personnel action may result, an additional observation must be conducted.

All teacher evaluations shall be completed by May 1 and each teacher subject to this policy shall be provided with a written copy of the evaluation results by May 10. A copy of the evaluation results will also be filed in each teacher's personnel file. The form(s) utilized will be mutually agreed upon and made available to administration and teachers by August.

C. The minimum frequency of observations shall be three (3) annually for those members who are on an improvement plan.

D. Evaluations of bargaining unit members shall reflect the results of classroom observations as well as other information deemed pertinent by the administrator. Such other information shall have been discussed as appropriate with an employee.

E. All evaluations shall be in writing, and shall record any employee performance strengths, deficiencies if any, as well as suggestions made for improvement. Additional written documents may be attached to the evaluation instrument. The evaluator shall note all the data used to support the conclusions reached in the formal evaluation report. The administrator and the employee shall sign the evaluation report, with one (1) copy being given to the employee and one (1) copy placed in the employee's personnel file. The teacher's signature shall not be construed as evidence that the teacher agrees with the contents of the evaluation report. The administrator will hold a conference with the employee to review the evaluation report. The teacher shall have the right to make a written response to the evaluation and to have it attached to the evaluation report to be placed in the teacher's personnel file. A copy of the response, signed by both parties, shall be retained by the teacher.

F. All employees will be notified annually at the beginning of each school year of District performance expectations, procedures for evaluation and observations, and School District forms to be used in the evaluation process. Employees will be informed at this time by the Local Professional Development Committee if her/his license expires and must be renewed. Employees will be expected to either possess a license (or show proof of enrollment in courses towards a renewal) by March 30th of that year of (license) expiration. Failure to possess/maintain a current license may result in suspension of the individual's teaching contract (loss of income) (ORC Section 3319.30).

G. A bargaining unit member employed under a limited contract for more than seven (7) years shall be entitled to the following additional evaluation procedures:

1) At such time as the evaluator of the bargaining unit member notices serious performance deficiencies, the evaluator shall note such deficiencies in writing on the current evaluation form and notify the bargaining unit member that such deficiencies are serious and may result in contract non-renewal.

2) In the final year of the limited contract in which the bargaining unit member has been notified of deficiencies the bargaining unit member may request prior to May 15th of the year in which the contract expires, a one (1) year probationary contract as provided for in Article XVII, Section (2)(B)(3)(b). Such request shall be in writing and include reasons for the request.

3) Nothing in this section will create any expectancy rights or additional contract rights for the bargaining unit member with regard to contract renewal or non-renewal.

H. Any teacher who has received a summative rating of "Accomplished" on their most recent full OTES evaluation shall be evaluated once every three (3) school years (partial, partial, full); unless the teacher is up for contract renewal or the teacher's SGM is not average or above. All standard evaluation timelines shall apply. In the year of renewal, there will be two observations of which the teacher can decide if s/he will have two (2) formal observations or one (1) formal and one (1) alternative project.

I. Any teacher who has received a summative rating of "Skilled" on their most recent Full OTES evaluation shall be fully evaluated once every two years (Partial, Full). Unless the teacher is up for contract renewal, the Partial OTES evaluation shall occur.

16.03 Credentialed Evaluators

A. An evaluator must be a full-time, credentialed employee of the District who is eligible to be an evaluator in accordance with ORC 3319.111(D); and holds a credential established by the Ohio Department of Education for being an evaluator. Every evaluator must complete state-sponsored evaluation training and is required to pass an online credentialing assessment.

B. The person who is responsible for assessing a teacher's performance shall be:

1) An administrator within the teacher's building, or an administrator who works directly with such teacher (example – Student Services administrator). The administrator designated as the evaluator must perform all of the teacher's formal observations in his/her evaluation cycle unless all parties mutually agree otherwise or due to extreme unusual circumstances.

2) The evaluator shall not be a bargaining unit member. The supervisor must be employed under a full-time contract pursuant to ORC Section 3319.01 or 3319.02 and must hold at least one (1) certificate/license named under Division (E), (F), (H), (J), or (L) of ORC Section 3319.22 and must be credentialed as stated in Ohio law.

C. In evaluating a teacher's performance, evaluators will not make judgments, or otherwise discriminate, on the basis of an employee's age, gender identification, race, ethnicity, national origin, religion, sexual orientation, marital status, military status, disability, union membership or union activism.

16.04 Walkthroughs

A. A walkthrough is a formative written assessment, providing appropriate and meaningful feedback that shall not be more than twenty (20) consecutive minutes in duration. A copy of the walkthrough documentation including all scripted and/or anecdotal documents relative to the walkthrough shall be provided to the member if deficiencies are noted.

B. Should deficiencies be observed a debriefing shall occur no later than two (2) work days after the walkthrough to discuss any said deficiencies.

C. There shall be a minimum of one (1) walkthrough during the member's first semester and at least one (1) walkthrough during the member's second semester (full evaluation year). However, there shall be no more than a total of five (5) walkthroughs in each evaluation cycle.

16.05 Improvement Plans

A. Improvement Plan is a clearly articulated assistance program for a teacher whose performance has been documented to be unsatisfactory by the evaluator. Thereafter, the evaluator and the teacher must develop an improvement plan that addresses correction of documented deficiencies and shall include a reasonable time period for correction.

B. Observations resulting in identification of performance deficiencies shall be followed by a conference between the evaluator and the employee within two (2) work days.

C. Other deficiencies regarding the teacher's failure to adhere to reasonable work rules or other documented deficiencies not noted during the formal observations must be put in writing and provided to the employee within two (2) work days after the deficient performance occurs.

D. The Board will provide the teacher with an instructional coach who is not a district evaluator. The instructional coach will be provided release time to allow for meetings/observations with the teacher on an improvement plan. Release time shall be separate from any other release time covered under this agreement and shall be coordinated by the building administrator.

E. An instructional coach shall not be requested, directed, or expected to make any recommendation regarding the continued employment of the teacher or be requested, directed, or expected to divulge information from the written documentation, or confidential instructional coach/teacher discussions.

F. Not later than May 1 of the school year, the evaluator of record will complete a final evaluation report, meet with and provide a copy to the teacher. If the final report indicates the teacher meets the criteria for the professional indicators for satisfactory performance as outlined in the improvement plan, the evaluator of record will recommend that the teacher be returned to a non-improvement plan status.

G. If not improved, the normal process of renewal or non-renewal shall occur, and an improvement plan shall continue into the next applicable school year.

16.06 Retesting Teachers

This section is required for the Board to be in compliance with the Section 3319.58 ORC. If Section 3319.58 ORC is amended or repealed to the benefit of members, or, if immediate changes are mandated by law, the parties agree to enter into negotiations with the intent of negotiating a replacement provision, or deleting this section, as appropriate.

Each year, the Board shall require each classroom teacher who is currently teaching in a core subject area as defined in 3319.074 ORC and has received a rating of "Ineffective" on the evaluations conducted under this agreement for two of the three most recent school years, to register for and take all written examinations of content knowledge selected by the Ohio Department of Education as appropriate to determine expertise to teach that core subject area and the grade level to which the teacher is assigned. No teacher shall be responsible for the cost of taking an examination under this section.

ARTICLE XVII – EMPLOYMENT CONTRACT PROCEDURES

17.01 Exclusive Application of These Provisions

A. The parties to this contract are cognizant of the provisions of ORC Sections 3319.11 and 3319.111 as amended effective July 1, 1989, and intend, unless otherwise expressly stated, that the following be the sole and exclusive procedures for the non-renewal of limited contracts of employment for regular teaching duties of bargaining unit members. As such, this Article expressly supersedes and replaces the non-renewal procedures set forth in ORC Sections 3319.11 and 3319.111.

1) Supplemental contracts issued for the performance of duties by a member which are in addition to the member's regular teaching duties shall not be subject to the provisions of this Article.

2) Supplemental contracts shall expire without notice at the end of the term of said contract.

17.02 Contract Sequence

A. Except as hereinafter provided, the term of a limited contract shall be for one (1) year.

B. A bargaining unit member serving under a limited contract shall be considered, at the end of his/her limited contract, for a four (4) year limited contract provided the following qualifications have been met:

1) The employee has served at least three (3) years under one (1) year limited contracts.

2) The employee is recommended, on the basis of evaluation, for a four (4) year contract by his/her immediate supervisor.

3) Upon the recommendation of the Superintendent, the Board may grant a one (1) year probationary contract at the end of any limited contract sequence, on the following conditions:

a. The Superintendent or designee shall notify the bargaining unit member in writing, at least one (1) week prior to the regular April Board meeting, of his/her intendent to recommend such probationary contract, with reasons directed at the professional improvement of the member based upon any supported deficiencies indicated during the member's evaluation. The Board shall notify such member on or before the 30th of April of its intended action.

b. Upon the termination of the probationary contract period, the bargaining unit member must be advanced to the next contract sequence or notified of the Board's intent not to renew such contract pursuant to the terms of this Master Agreement.

C. For a bargaining unit member to be considered for a continuing contract, s/he is required to complete the form which outlines the necessary requirements under Ohio Revised Code Section 3319.08(D)(3)(c), to obtain a continuing contract. Access to the Lateral Salary Advancement request form can be found on the Staff Intranet. Thereafter, the bargaining unit member must submit such form to Human Resources by December 1 of the current school year in which the bargaining unit member wants to be considered for a continuing contract for the following school year.

A bargaining unit member who is eligible for a continuing contract shall be considered for a continuing contract after proper and appropriate notice to Human Resources at the conclusion of the bargaining unit member's current limited contract. Notwithstanding the above, a bargaining unit member who desires to be eligible for a continuing contract in a year other than the expiration of a limited contract may be considered by the Superintendent after proper and appropriate notice.

D. Bargaining unit members who meet all legal qualifications or requirements and become eligible for a continuing contract but who have deficiencies, in the opinion of their supervisor and Superintendent, may be issued an extended limited contract for a term not to exceed two (2) years, provided:

1) The Board takes affirmative action on the Superintendent's recommendation that the teacher be given an extended limited contract.

2) The bargaining unit member has not previously attained continuing contract status elsewhere.

3) Written notice is given to the bargaining unit member by the Superintendent on or before June 1 of his/her intention to recommend to the Board an extended limited contract.

4) Written notice is given to the bargaining unit member by the Superintendent on or before June 1 of the reasons for the extended limited contract directed at the professional improvement of the bargaining unit member.

5) The Board of Education gives written notice on or before June 1 to the bargaining unit member of its affirmative action on the Superintendent's recommendation for an extended limited contract.

6) All District evaluation procedures have been fully complied with.

Upon subsequent reemployment of the teacher, only a continuing contract may be entered into.

E. Bargaining unit members who have obtained continuing contract status elsewhere in Ohio become eligible for a continuing contract after two (2) years of service in the District, and at the end of their current limited contract.

17.03 Contract Non-Renewal

A. A limited contract carries no right or obligation that the contract will be renewed upon its expiration. The Board of Education may not re-employ a bargaining unit member eligible for a limited or continuing contract if the Superintendent recommends in writing that the teacher not be re-employed; the Board affirmatively acts, by roll call vote, upon the Superintendent's recommendation; the bargaining unit member is notified on or before June 1 of the Board's intention not to re-employ; and District evaluation procedures have been fully complied with. Upon written notification of the Board's intention not to re-employ, bargaining unit members will be afforded the following due process:

1) A bargaining unit member may request from the Board a statement as to why his/her employment contract is not to be renewed. Said request must be filed in writing with the Board Treasurer within ten (10) days of the date the bargaining unit member received the Board's notice of intent not to re-employ.

2) The Board shall provide the bargaining unit member with a written statement describing the circumstances that led to the Board's action not to re-employ. Said statement must be forwarded to the bargaining unit member within ten (10) days from receipt of the bargaining unit member's written request for the statement.

3) Within five (5) days of receipt of the Board's written statement of circumstances, the bargaining unit member may request in writing to the Board Treasurer a hearing with the Board regarding the contract non-renewal. The Board Treasurer, on behalf of the Board, must provide, within

ten (10) days of the receipt of the bargaining unit member's request, written notice of the time, date, and place of the hearing.

4) The hearing regarding non-renewal must be conducted by a majority of the Board and in executive session unless the Board and teacher agree to hold a public hearing. The following people may be present at the hearing: members of the Board, Board counsel, the Superintendent, Assistant Superintendent, the teacher requesting the hearing, counsel for the teacher, and designated recorders. A record of the hearing may be taken by either the Board or the teacher at the expense of the party taking the record.

5) A written decision and order must be issued by the Board to the bargaining unit member within ten (10) days of the conclusion of the hearing affirming or vacating the Board's intent not to re-employ. The hearing must be concluded within forty (40) days from the receipt of the hearing request. If the Board's order is to vacate the intent not to re-employ, the initial action of the Board expressing intent not to re-employ, the notice of intent, and the record of the hearing must be expunged.

6) The bargaining unit member may appeal the Board's order affirming its intention not to re-employ. The appeal must be filed in the Union County Court of Common Pleas within thirty (30) days of the date of receipt of the decision and order. The bargaining unit member may appeal only on the grounds set forth in Divisions (G)(7) of ORC Section 3319.11.

7) Any notice provisions under this section that are applicable to the Board must be made by personal service or certified mail, return receipt requested. Service by certified mail must be addressed to the bargaining unit member at his/her place of employment and a copy (also by certified mail, return receipt requested) must be addressed to the bargaining unit member's place of residence.

8) Any notice provisions under this section applicable to the bargaining unit member must be made by personal service to the office of the Superintendent during regular business hours or by certified mail, return receipt requested. Service by certified mail must be addressed to the office of the Superintendent and a copy (also by certified mail, return receipt requested) must be sent to the Board President at his/her place of residence.

17.04 Contract Issuance and Execution

Except for bargaining unit members new to the District, all contracts shall be issued by the Board Treasurer on or before May 15th of the year of expiration of the contract, provided that the member possesses a license (or shows proof of enrollment in courses towards a renewal) by March 30th of that year of (individual contract) expiration. Failure to timely obtain/renew a license may result in termination of employment. All contracts shall be executed by the bargaining unit member and returned to the Treasurer of the Board within fourteen (14) days from the date of receipt of such contract; except for good cause shown, failure to timely return the signed contract shall rescind the offer of employment.

17.05 Contract Resignation

Notwithstanding ORC Section 3319.15, no bargaining unit member may resign his/her contract until after the completion of the first year of service under such contract without showing urgent necessity. For the purpose of this division, "urgent necessity" shall include, but is not limited to, relocation of residence because of employment or reassignment of spouse outside the immediate geographical area.

ARTICLE XVIII – PAYROLL PROVISIONS

18.01 Payroll Procedures

A. When the payday falls on a Saturday, Sunday or holiday, paychecks shall be deposited on the preceding business day.

B. The bargaining unit members may opt to receive the balance of their annual pay due them at the next regular scheduled pay period, if they are leaving the employment of the Board at the conclusion of the Board's calendar school year.

C. Paychecks shall be deposited into all bargaining unit members' personal bank accounts via electronic bank deposit and statements can be mailed to up to two (2) email addresses. Bargaining unit members shall notify the Board Treasurer immediately of any changes to bank account information.

18.02 Tax-Sheltered Annuities

Bargaining unit members may purchase tax-sheltered annuities with companies approved by the Board. Information may be obtained from the Board Treasurer.

ARTICLE XIX – FRINGE BENEFITS

19.01 Severance Pay

A. Any bargaining unit member with a minimum of ten (10) or more years of accumulated service with the state, any political subdivision or any combination thereof, who elects to retire or is approved for disability retirement by STRS, shall be paid thirty percent (30%) of his/her accumulated and unused sick leave (capped at eighty-four (84) days).

B. The rate of pay for all such accumulated days shall be the per diem rate of the member's annual salary in the year in which retirement occurs or is approved by STRS for disability retirement as determined from the approved salary schedule plus all supplemental contracts held during the year.

C. The member's per diem rate shall be computed by dividing the annual salary as per the paragraph above by the number of days of regular required duty.

D. Disability Retirement:

(1) To be eligible for severance pay, the member must have been employed by the Board immediately preceding his/her approval by STRS for disability retirement.

(2) Such severance payment shall be made only once in a lifetime to any member and shall extinguish all accumulated sick leave to the credit of said member, regardless of whether STRS later withdraws the disability retirement and/or the member returns to work in the District within five (5) years of commencing his/her disability retirement.

(3) Even if the member returns to work in the District as described above, he/she will not be eligible for future severance pay, should he/she ultimately retire from service while employed by the Board.

(4) Nothing shall be construed to prevent a disabled bargaining unit member from using his/her accumulated sick leave for the duration of the disability. Obtaining severance pay, following STRS approving the member's application for disability retirement, shall solely occur at the election of the individual member.

(5) A member electing to receive severance pay must execute a Release acknowledging he/she is foregoing all accumulated sick leave credited to him/her is foregoing all accumulated sick leave credited to him/her at the time he/she submits his/her request for severance pay, and further acknowledging that he/she will not be eligible in the future for severance

pay due to service retirement, should the member return to work in the District within five (5) years of commencing his/her disability retirement.

(6) Severance pay issued shall be paid as follows: the Board shall forward such payment to the approved 403b plan provider in one (1) installment upon retirement.

(7) If an employee leaves after completing his/her contract year, the insurance may end at the end of August (or July, depending on contract start date), but the payoff would happen on the second pay in June. All summer deductions for insurance premiums would be deducted out of the payoff check.

Retirees can choose to drop their insurance at the end of the month immediately prior to receiving their initial payment from STRS (usually June) and not pay their portions of the premiums for July or August. (This scenario could also apply to anyone leaving employment with the District).

E. As used in this section, retirement shall mean acceptance by STRS of the teacher's eligibility to retire, with actual retirement to occur within ninety (90) calendar days of the initial request, and receipt of one (1) payment from the retirement system. To be eligible for severance pay, a bargaining unit member must have been employed in the Marysville schools immediately preceding retirement. Nothing herein shall be construed to prevent a bargaining unit member, either sick or disabled, from using his/her accumulated sick leave for the duration of the illness or disability.

F. Unless the Board receives written notice within one hundred eighty (180) days from the bargaining unit member electing not to receive severance pay, the Board shall forward such payment to the approved 403b plan provider in one (1) installment upon retirement. Such payment shall be made only once to any employee and shall extinguish all accumulated sick leave to the credit of said employee.

G. Any bargaining unit member who meets the requirements of retirement and who dies while in the employ of the Marysville Exempted Village Schools shall have payment of all severance pay made in manner prescribed in ORC Section 2113.04.

19.02 Insurance Benefits

A. Medical – The Marysville Board of Education shall offer medical plan options to its members.

1) The board shall pay a percent of the total premium costs for single and family plans for health insurance as indicated below:

HDHP (High Deductible Health Plan)	Board Share 90% Employee Share 10%

2) A Health Savings Plan (HSA) shall be made available for each bargaining unit member who is part of a high deductible healthcare plan (HDHP). The Board shall determine a custodian for the HSA plan. Any contribution to the plan by the bargaining unit member, at the member's discretion, shall be made by payroll deduction. The member is responsible for substantiating that the use of the contributions is for qualified medical expenses.

3) The Board shall contribute annually the following amounts in the Association member's individual HSA:

$750 for HDHP Single Coverage
$1,500 for HDHP Family Coverage

Prorated amounts shall be deposited monthly by the Board at $62.50 per month for Single coverage and $125 per month for Family coverage.

C. Dental - The Marysville Board of Education shall pay one hundred percent (100%) of the total premium for dental insurance.

For married members employed on or before December 31, 2015, dental benefits will be provided to only one spouse, and the Board will pay any out-of-pocket claims incurred by the other spouse. Member will have to provide an explanation of benefits, and the services must be part of the customary coverage. Married members hired after December 31, 2015, will be provided with coverage, however, will not be eligible for payment of additional out-of-pocket claims.

D. Vision - The Marysville Board of Education will pay one hundred percent (100%) per year for vision insurance.

E. The Marysville Board of Education will pay the cost of a forty thousand dollar ($40,000) life insurance policy for each bargaining unit member. In addition, each member may purchase at his/her expense additional life insurance coverage not to exceed five (5) times the member's annual salary. In addition, the member may also elect to purchase coverage for their spouse or children.

F. Each bargaining unit member, upon receipt of any statement from a health care provider which is submitted for payment under any insurance provided by the Board under this Master Agreement, shall have the obligation to review such statement for accuracy and to satisfy him/herself that all services charged were actually received. If a bargaining unit member identifies an overcharge and/or inappropriate charge, which is subsequently rebated by the health care provider, the bargaining unit member shall receive a reward equal to one-half (1/2) the dollar amount recovered, up to a maximum of five hundred dollars ($500).

G. Bargaining unit member responsibility regarding family insurance coverage:

1) Each bargaining unit member of the Association who is married shall submit annually to Human Resources information regarding the status of the spouse's medical insurance coverage on the Spousal Eligibility Compliance Form.

2) If the spouse of a bargaining unit member is eligible for health insurance coverage with his/her own employer and elects to remain on the Marysville Exempted Village School District's health care program for primary or secondary coverage, the bargaining unit member shall be charged seventy-five dollars ($75) monthly for such coverage. Such payment shall be payroll deducted from the bargaining unit member.

3) Alleged violations, misinterpretations, and/or misapplications of this provision shall be subject to the provisions of the grievance procedure contained in the parties' collective bargaining agreement.

4) For a married couple, both employed by the Board as "Career Teachers" (twenty (20) or more years), if one spouse should retire before the other spouse, the Board will not charge the spousal fee to the retired teacher/member and will provide his/her insurance coverage on the same plan that the spouse has chosen, including dental and vision, until the remaining working spouse retires. The effective date of termination of this spousal benefit would be the date which the last-retiring spouse leaves the Board insurance policy, currently at the inception of the new school year's pay scale adjustment in September. If the retired teacher/member chose not to be covered by the Board insurance, he/she would have all of the benefits that are awarded to other spouses, including, but not limited to, an opt-out stipend.

19.03 Insurance Study Committee

A. The Insurance Study Committee which is comprised of one (1) member from each school building, two (2) classified employees and three (3) administrators shall meet quarterly to review the District's present insurance coverages in addition to obtaining available information regarding alternative insurance concepts, plans, carriers, etc. The committee will continue its focus on providing employees with appropriate health care coverage while containing and controlling health care costs in the long term best interest of both the District and its employees.

B. The Committee, through an "Employee Absence" subcommittee or otherwise, shall explore options for catastrophic injury and illness income protection as well as sick leave alternatives and options to improve the cost-effective use of sick leave.

19.04 STRS Contributions/Pickup

A. The Board will continue to pay their statutory percentage of the teachers' contribution to the State Teachers Retirement System (STRS). Similarly, the teachers will continue to pay their statutory percentage contribution to the State Teachers Retirement System (STRS).

B. The Board agrees to shelter the remaining percentage of the teachers' STRS contribution using the salary reduction method. This provision will be governed by STRS rules and regulations.

C. Should bargaining unit members' STRS contributions increase the Board agrees to shelter the increase using the salary reduction method. This provision will be governed by STRS rules and regulations.

D. STRS contributions shall be deducted from each paycheck.

19.05 Tuition Reimbursement

A. Bargaining unit members shall be reimbursed as outlined in this section for graduate course hours which are supportive of the District's instructional program and taken at an accredited college or university. Undergraduate courses may be paid, but must be supportive of the bargaining unit member's teaching field.

B. All courses taken for reimbursement must have the approval of the Superintendent or designee prior to the first night of class. Application for course work approval shall be submitted on the Tuition Reimbursement Request form which can be found on the Staff Intranet.

C. The maximum amount spent by the Board on tuition reimbursement for bargaining unit members shall not exceed seventy thousand dollars ($70,000) per school year. The amount allocated for this purpose shall be increased based upon the percentage of additional newly hired employees in the bargaining unit by using the following formula:

Current Year Bargaining Unit Staff
- Prior Year's Bargaining Unit Staff
Difference divided by Prior Year Bargaining Unit Staff = % Increase

D. Individual bargaining unit members shall be reimbursed at the rate described below herein. Staff members can be reimbursed for up to nine (9) semester hours per year. There shall be no limit on the number of reimbursed hours during the course of the member's employment in the District. Members submitting hours will be paid on a pro-rated basis. Human Resources will collect all hours submitted, total the dollars requested, divide the dollars requested into the amount available for the fund to find a percentage, and pay each person submitting hours a percentage of their request. Payment will be made to members by November 1st.

E. Reimbursement shall not be made under this procedure if the teacher does not return to work in the District, as a contracted employee, the following school year, except those staff members who leave the District for disability retirement purposes.

F. To be eligible for reimbursement during a leave of absence, the bargaining unit member must return to service in the District for a minimum of one (1) year.

G. For reimbursement to occur within a year, the course must be completed between August 1st and July 31st. All receipts for reimbursement must be submitted by the following October 1st. Members submitting hours will be paid on a pro-rated basis.

19.06 Business Expenses of Employees

A. Reimbursement will be made to bargaining unit members for necessary and reasonable expenses as outlined in this section and during approved school business activities.

B. Requests for reimbursement must be made in advance on a form to be provided by the Board. Actual reimbursement will be made following the approved business and upon receipt of expense documentation as required in this section.

C. Reimbursement will be made according to the following schedule:

1) Mileage in a privately-owned vehicle will be paid at the IRS approved rate, providing it was not possible to use a Board-owned vehicle for travel.

2) Actual cost of commercial carrier fare and lodging as supported by receipts.

3) Actual costs of miscellaneous expenses such as conference registration, highway tolls, and parking as supported by receipts.

4) Meals not included in the cost of registration at the rate of twenty seven dollars and fifty cents ($27.50) per day as supported by receipts.

19.07 Enrollment of Staff Member Children

Members who live in the District may request per board policy to have their child(ren) attend a specific elementary. Members who live outside of the district may request per board policy to have their child(ren) attend a specific school within the District. Members who have submitted their annual request per board policy will receive priority notification of approval or denial on or before July 1st of each year.

ARTICLE XX – SALARY SCHEDULE PROVISIONS

20.01 Teacher Salary

A. 2025-2026 Salary

For the 2025-2026 school year, the BA-0 base salary will be increased two and one half percent (2.5%) see revised salary schedule in Attachment A. Two steps and lateral increases will be in effect. A one-time longevity payment of $1,000 will be paid to teachers at steps 18-24 and 28+.

2026-2027 Salary

For the 2026-2027 school year, the BA-0 base salary will be increased two and one half percent (2.5%) on the revised salary schedule. Step and lateral increases will be in effect 2027-2028

2027-2028 Salary

For the 2027-2028 school year, the BA-0 base salary will be increased two percent (2.0%) on the revised salary schedule. Step and lateral increases will be in effect.

J. Other Salary Items

Teachers who obtain a Master's degree in their teaching content area will receive a Two Thousand Dollar ($2,000.00) one-time bonus. In addition, the Superintendent shall have the authority to grant up to a three percent (3%) signing bonus for teachers recruited for a hard-to-fill position and also has the authority to increase an individual teacher's salary as a counteroffer to teachers who are leaving the District for a higher salary in another District.

20.02 Placement on the Master's Plus

A. Teachers shall be eligible to advance on the salary schedule when they have obtained a Master's degree, Master's degree plus 18 or more graduate semester hours or Master's degree plus 45 or more graduate semester hours. A waiver of the "graduate" hour requirement may be granted by the Superintendent on a

course-by-course basis, upon written request of the bargaining unit member prior to actual enrollment in the course.

B. A bargaining unit member may request in writing from the Superintendent a waiver of "undergraduate" courses taken since attainment of the Master's Degree to determine if they qualify for use toward the Master's 18 or Master's 45 column. Such courses must be similar in content and level of difficulty as "graduate" courses as certified and/or provided in other information from the university where the courses were taken. The Superintendent will notify the bargaining unit member in writing of his/her decision.

20.03 Lateral Movement on the Teaching Salary Schedule

A. Bargaining unit members must complete the Lateral Salary Advancement Request form which can be found on the Staff Intranet outlining the graduate courses or credits to be taken to be used to advance on the salary schedule. Such course hours must be supportive of the Board's instructional program or the bargaining unit member's teaching field and taken at an accredited college or university.

B. Bargaining unit members who are granted lateral movement on the salary schedule based on the September 15th deadline will be paid according to the salary schedule in effect for the full contract year, beginning with the first pay in October. Bargaining unit members granted lateral movement on the salary schedule based on the February 1st deadline will be paid according to the salary schedule in effect for the second half of the contract year, beginning with the first pay in March.

ARTICLE XXI – SUPPLEMENTAL DUTIES/COMPENSATION

21.01 Contract Provisions

A. Supplemental duties shall be defined as those duties which are performed during time in excess of the work day, work week, work year or in addition to the bargaining unit member's regular duties.

B. Bargaining unit members performing supplemental duties shall be issued written, individual, limited contracts that include:

1) Duration of supplemental contract;

2) Title of supplemental position;

3) Amount of compensation;

4 Supplemental job description;

5) Payment schedule.

C. All qualifications for the supplemental position shall appear on the posting notice. The qualifications of applicants for supplemental positions shall be determined in the sole and exclusive discretion of the Superintendent. Should there be applicants who have substantially equal qualifications; the most senior member-applicant shall be appointed to the vacancy.

D. Acceptance of a supplemental contract shall be voluntary.

E. Compensation for supplemental duties shall be as set forth in Attachment B of this Master Agreement and shall be in compliance with all applicable state and federal regulations relating to equal pay for equal work.

F. The Board retains the exclusive right to determine if a supplemental position is to be created and if a supplemental vacancy is to be filled.

G. No less frequently than every five (5) years the parties agree to establish a joint committee composed of three (3) members of the Association and three (3) members of the administration to review the provisions of Article XXI, Supplemental Duties/Compensation.

21.02 Supplemental Salary Schedule

A. Attachment B is a summary of the current supplemental positions and their relationship to the salary schedule indexes and the Flat Rate Schedule.

B. Bargaining unit members who resign or are terminated from a supplemental contract, but are later re-employed in that same supplemental position shall be granted credit for past experience up to the maximum years' experience on the supplement salary schedule for that position. The same supplemental position shall mean experience in the same supplemental category, i.e., different level of cheerleading, football, basketball, etc.

C. Bargaining unit members who resign or are terminated from a supplemental contract position, but are later re-employed in a different supplemental position shall be granted three (3) years of experience in the new position if the person has five (5) years total experience in the former extra-curricular assignment.

D. Department Heads shall receive a per person pay according to the supplemental salary schedule for each staff member in the department, including themselves, as determined by the building principal.

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ARTICLE XXII – GRIEVANCE PROCEDURE

22.01 Statement of Purpose

A. This Grievance Procedure is set forth as an effort to secure in an orderly and responsible manner, equitable solutions to problems at the lowest possible administrative level and thus enhance the mutual objective of high-quality educational relationship.

B. Every bargaining unit member shall have the right to present grievances in accordance with these procedures with representation of their choice or without representation; however, a copy of all grievances filed will be forwarded to the Association.

C. Nothing contained in this Article or elsewhere in this Master Agreement shall be construed to prevent any individual employee from discussing a problem with the administrator and having it adjusted without intervention or representation of organization representatives. However, said solution of any grievance shall be in accordance with the terms and conditions of the Master Agreement, and an Association representative shall be present during such adjustment.

22.02 Definitions

A. A grievance shall mean a complaint, in writing, that there has been an alleged violation, misinterpretation, or misapplication of any provision of this Master Agreement.

B. During the adopted school calendar, "days" shall mean school days. At all other times, "days" shall mean weekdays (Monday through Friday) excluding legal holidays. The time limits set forth in this procedure may be extended by mutual agreement of the Board and the Association.

C. The "aggrieved" or "grievant" shall mean a bargaining unit member or a group of bargaining unit members or the Association acting on behalf of bargaining unit members or on behalf of any bargaining unit member.

D. The "party in interest" is the party or parties with whom the aggrieved has a grievance.

E. "Representation" of the aggrieved may be a person of that member's choosing, except that no member of another teacher organization may represent the grievant.

22.03 Statement of Basic Principles of Operation

A. If a grievance is not initiated within twenty (20) days after the aggrieved party knew, was made known, or should have known upon the exercise of reasonable diligence, of the act and conditions upon which the grievance is based, the grievance shall be considered waived.

B. If a decision on a grievance is not appealed within the time limits specified at any step of this procedure, the grievance will be deemed settled on the disposition of that step and further appeal shall be barred.

C. Failure at any step of these procedures to appropriately communicate the decision of a grievance within the specified time limits shall permit the grievance to proceed to the next step.

D. The parties agree that the grievance proceeding shall be kept confidential as is specified in this Master Agreement and to the maximum extent permitted by law.

E. A bargaining unit member who participates in these grievance procedures shall not be subject to discipline or reprisal because of such participation.

F. Anyone having a grievance is encouraged to first discuss the matter with his/her building principal; however, if a grievance appears to arise from the action of an authority higher than the principal of a school, and if it affects a group or class of bargaining unit members, it may be initiated at the lowest step at which relief can be provided for the grievance.

G. The Association will designate one (1) or more representatives that a bargaining unit member may consult for processing grievances in each building. The name of the designated representative shall be given to the principal of the building(s) concerned and to the Superintendent each new school year or whenever there is a change.

H. The grievant shall notify, prior to each meeting, the Association President as to the date and time of each meeting held to resolve a grievance formally filed.

I. Decisions rendered at each formal level will be made in writing on the forms hereto attached setting forth the decision and the reasons thereof, and will be transmitted to all parties in interest, the Superintendent and the Association President.

J. Hearings and conferences conducted under this procedure shall be at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses, entitled to be present to attend and will be held, insofar as possible, after regular school hours, or during non-teaching time of personnel involved. When such hearings and conferences are held during school hours at the order of the arbitrator, all employees whose presence is required shall be excused, with pay, for that purpose. Upon the request of either party, the Arbitrator shall schedule the appearance of witnesses so that prolonged and unnecessary absences from such witnesses' assigned duties shall be avoided.

K. The grievance shall be filed on a standard form (Attachment D) (which shall set forth: (1) a clear and concise summary of the facts upon which the grievance is based; (2) references to the specific provisions of the bargaining agreement which are claimed to have been violated, misinterpreted or misapplied; (3) the relief demanded; (4) the date of the occurrence upon which the grievance is based; and (5) the date the grievance is filed.

22.04 Procedure

A. Informal; Any bargaining unit member having a grievance shall attempt to privately discuss this problem first with the immediate supervisor or the administrator who has the authority to remedy the problem before a formal grievance shall be filed. The grievant may be accompanied by a representative of the member's choice. The grievant may opt to delay the conference by two (2) days to secure representation.

B. Level One; A grievance lodged with the immediate supervisor or the appropriate administrator must be filed within twenty (20) days after the grievant could reasonably be assumed to have known of the event or action giving rise to the alleged grievance. The grievance conference shall occur within five (5) days after the grievance is filed. The grievant may be accompanied by a representative of his/her choice. Twenty-four (24) hours advance notification concerning representation must be given to the supervisor. The supervisor, who also has the right to representation, shall file a written decision on the grievance within five (5) days of the Level One grievance conference.

C. Level Two; In the event a grievance hast not been satisfactorily resolved at Level One, the grievant may file within five (5) days of the administrator's written decision at Level One, a copy of the grievance with the Superintendent. Within five (5) days after such written grievance is filed, the grievant, who may have a representative of choice, and the Superintendent or designee shall meet with the grievant and the grievant's representative, if any, to discuss the grievance. Twenty-four (24) hours advance notification concerning representation must be given to the Superintendent or designee. The Superintendent or designee shall file a written decision within ten (10) days of the Level Two conference, and communicate it in writing to the grievant and the Association President.

D. Level Three: Arbitration

1) The aggrieved, if not satisfied with the disposition at Level Two, may initiate Level Three of this procedure. Within ten (10) days of the written decision at Level Two, the Association may refer the grievance to an arbitrator by giving notice to the Board through a written statement to the Board President, with copies distributed to the Superintendent and Board Treasurer.
2) The arbitrator shall be chosen from a list provided by the American Arbitration Association (AAA). Selection and hearing shall be in accordance with the voluntary rules and regulations of the AAA. The arbitrator shall hold the necessary hearing promptly and issue the decision within such time as may be agreed upon. The decision of the arbitrator shall be binding on both the Board and the Association as to a grievance(s) involving a provision(s) of the Master Agreement.
3) The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not so submitted to him/her or to submit observations or declarations of opinion which are not directly essential in reaching determination or to exceed the remedy demanded. The arbitrator shall in no way interfere with the management prerogatives involving Board discretion nor limit or interfere in any way with the powers, duties, and rules and regulations having the force and effect of law. The costs for arbitration shall be borne by the losing party.

ARTICLE XXIII – RETIREMENT INCENTIVE OPTIONS

23.01 Retirement Buyout

A. Eligibility

1) Bargaining unit members may be eligible for the Retirement Buyout on up to two (2) separate occasions.

Specifically, a bargaining unit member may receive a fifteen thousand dollars ($15,000) retirement buyout if he/she:

a. Retires the first year of full STRS eligibility.

Further, a bargaining unit member may receive a seven thousand five hundred dollars ($7,500) retirement buyout if he/she,

b. Retires in the second year of full STRS eligibility.

Members also must have been employed by the Board for a minimum of five (5) continuous years to be eligible. Approved leaves of absence shall count as continuous time employed by the Board.

2) Years of service credit that the member intends to purchase shall apply toward the years of service credit requirement. The member shall provide proof of his/her application to STRS for purchase of service credit.

3) This plan does not apply to:

a. A member who is on disability retirement unless the member obtains approval for full retirement benefits from STRS.

b. Members whose contracts are terminated or non-renewed by the Board.

c. Members whose contracts are non-renewed or suspended due to RIF as permitted in this Master Agreement.

d. Members who have previously retired from a public retirement system in the State of Ohio.

B. Application Procedures

1) The member must notify the Superintendent and the Treasurer of the proposed retirement sixty (60) days before actual retirement is to occur. The notification must be in the form of a letter of resignation for retirement purposes.

2) The Board must receive the letter of resignation for retirement purposes at least thirty (30) days prior to the retirement date.

3) The member may not withdraw, nor may the Board withhold approval of, the resignation once it has been submitted to the Board.

C. Payment

During the term of this Master Agreement only, the eligible member who elects to take the retirement buyout under this section shall receive a one (1) time payment of fifteen thousand dollars ($15,000) provided that:

1) The member elects to take the buyout and does in fact retire during the first year that s/he is eligible for retirement under STRS standards as described above.

2) The member who elects to take the retirement buyout shall notify the Board Treasurer of this intent in writing prior to May 1st in the initial year of STRS retirement eligibility.

3) This benefit shall be paid as follows: the Board shall forward such payment to the approved 403b plan provider in one (1) installment upon retirement.

ARTICLE XXIV – REHIRED RETIREES

The purpose of this Article is to allow employees to retire and return to work following the retirement. The following restrictions will apply:

A. Returning retirees will be placed at year seven (7) on the salary scale upon initial placement on the salary schedule at the appropriate educational level. They shall advance one (1) year on the salary schedule for each year employed following the re-employment. The Board may require the returning retirees to execute a written waiver of their prior teaching experience and acknowledge their agreement to accept initial placement at year seven on the salary schedule.

B. Returning retirees have the option of participating in District insurance program at the regular monthly premium for Health/Prescription; twenty dollars ($20) for Dental; fifteen dollars ($15) for Optical. Life Insurance premiums are solely the responsibility of the returning retiree. All payments may be a payroll deduction.

C. Returning retirees will not be eligible for continuing contracts but may be awarded up to a three (3) year contract and those contracts will automatically expire at the end of the designated term without notice of non-renewal and without compliance with ORC Sections 3319.11 and 3319.111. For purposes of returning retirees, the parties expressly agree that this provision supersedes and replaces ORC Sections 3319.11 and 3319.111, and differs from the rights of other teachers contained in this Master Agreement. Performance evaluations will be conducted yearly.

D. Returning retirees will pay into an STRS annuity that can be accessed at age sixty-five (65).

E. Seniority will revert back to zero (0) years and remain at zero (0) years for the entire "post-retirement" tenure. In the event of a RIF, the reemployed staff member will not have any bumping rights.

F. Returning retirees will not be eligible for severance pay or any retirement incentive program.

G. Prior employment in the District does not guarantee post-retirement employment or a particular assignment, if rehired. Returning retirees will be assigned to positions that are within their certification/licensure area(s) and are eligible for transfers as per Master

Agreement. Staff members considering this option will be given assurance of or denial of future employment prior to his/her decision to retire.

H. Sick leave shall begin at zero (0) days for returning retirees. Returning retirees shall earn one and one-fourth (1¼) days of sick leave per month for the duration of their employment. They may request a ten (10) day advance of sick leave as per Master Agreement, if necessary.

I. The parties expressly agree and fully intend this Article to supersede and take precedent over any inconsistent and/or contrary provisions of the ORC, the Ohio Administrative Code, and federal laws and regulations.

ARTICLE XXV – LABOR MANAGEMENT COUNCIL

In order to facilitate a continuation of the dialogue between the Board of Education and the teaching professionals of the District, fostered in part through Interest Based Bargaining in 2007, and related to the issues and concerns affecting the total educational program of the Marysville Schools, the parties agree to the establishment of the Labor Management Council. Representatives of the Association and the Board of Education shall meet within sixty (60) days of the final adoption of this Master Agreement to consider establishing a permanent meeting schedule for the Council as well as guidelines consistent with the purpose set forth above.

ARTICLE XXVI – COLLEGE CREDIT PLUS

A. The Board will not suspend the contract of a professional staff member for the purpose of creating a vacancy to allow college classes.

B. Exceptions to the above for dual enrollment/college credit:

1. Annually, these positions will be offered to qualified bargaining unit members, unless the Board would be required to hire additional staff. MEA and Superintendent will meet to discuss and agree upon employment needs for CCP and these positions will be re-evaluated on a yearly basis.

2. If there are no qualified bargaining unit members for these positions, the Board may fill the vacancy in accordance with Article 8.

3. "Qualified" shall be as defined by the Ohio Departments of Education and Higher Education.

ARTICLE XXVII – IMPLEMENTATION AND DURATION

A. The parties agree to a one (1) year extension to the Agreement and further specifically agree that the terms and conditions of the Negotiated Agreement shall be in effect until midnight (12:00 AM) June 30, 2025. Any item which appears in the Negotiated Agreement which has not been specifically changed by this Extension Agreement shall remain in full force and effect.

B. The Board agrees that it will not during the period of this Master Agreement, officially adopt, implement or alter any condition of employment contained within this Master Agreement.

C. The provisions of this Master Agreement supersede any rules, regulations or practices of the Board which may be contrary or inconsistent with the terms of this Master Agreement.

D. Except as modified by this Master Agreement, bargaining unit members shall be assured all rights granted by law, Board of Education policy, rule or regulation.

JOINT STATEMENT

On behalf of the Marysville Board of Education and Marysville Education Association, we are committed and value the spirit of collaboration and professionalism. It is our collective commitment to collaborate, communicate, and promote a climate of trust and respect between Administration and staff. We recognize that schools are the heart of our Marysville community and take pride in our work and responsibility to educate our students.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties whose signatures appear below have entered into this Extension Agreement this 12th day of June 2025.

President, Board of Education

Association President

Superintendent

Association Vice-President

Treasurer

OEA Representative

ATTACHMENT A – 2025-2026 SALARY SCHEDULE

2025-2026 CERTIFIED SALARY SCHEDULE

	BA		MA		MA/18		MA/30		MA/45	
STEP	2		3		4		5		6	STEP
0	1.0800	$49,940	1.1395	$52,691	1.1955	$55,281	1.2515	$57,870	1.3075	$60,460	0
1	1.1235	$51,952	1.1880	$54,934	1.2450	$57,570	1.3060	$60,391	1.3670	$63,211	1
2	1.1670	$53,963	1.2365	$57,177	1.2945	$59,859	1.3605	$62,911	1.4265	$65,963	2
3	1.2105	$55,975	1.2850	$59,419	1.3440	$62,148	1.4150	$65,431	1.4860	$68,714	3
4	1.2540	$57,986	1.3335	$61,662	1.3935	$64,437	1.4695	$67,951	1.5455	$71,465	4
5	1.3410	$62,009	1.3820	$63,905	1.4430	$66,726	1.5240	$70,471	1.6050	$74,217	5
6	1.3845	$64,020	1.4305	$66,148	1.4925	$69,014	1.5785	$72,991	1.6645	$76,968	6
7	1.4280	$66,032	1.4790	$68,390	1.5420	$71,303	1.6330	$75,511	1.7240	$79,719	7
8	1.4715	$68,043	1.5275	$70,633	1.5915	$73,592	1.6875	$78,031	1.7835	$82,471	8
9	1.5150	$70,055	1.5760	$72,876	1.6410	$75,881	1.7420	$80,552	1.8430	$85,222	9
10	1.5585	$72,066	1.6245	$75,118	1.6905	$78,170	1.7965	$83,072	1.9025	$87,973	10
11	1.6020	$74,078	1.6730	$77,361	1.7400	$80,459	1.8510	$85,592	1.9620	$90,724	11
12	1.6455	$76,089	1.7215	$79,604	1.7895	$82,748	1.9055	$88,112	2.0215	$93,476	12
13	1.6890	$78,101	1.7700	$81,846	1.8390	$85,037	1.9600	$90,632	2.0810	$96,227	13
14	1.7325	$80,112	1.8185	$84,089	1.8885	$87,326	2.0145	$93,152	2.1405	$98,978	14
15	1.7760	$82,124	1.8670	$86,332	1.9380	$89,615	2.0690	$95,672	2.2000	$101,730	15
16	1.8195	$84,135	1.9155	$88,574	1.9875	$91,904	2.1235	$98,192	2.2595	$104,481	16
17	1.8630	$86,147	1.9640	$90,817	2.0370	$94,193	2.1780	$100,713	2.3190	$107,232	17
18	1.9065	$88,158	2.0125	$93,060	2.0865	$96,481	2.2325	$103,233	2.3785	$109,984	18
19	1.9500	$90,170	2.0610	$95,302	2.1360	$98,770	2.2870	$105,753	2.4380	$112,735	19
27	1.9985	$92,412	2.1123	$97,674	2.1892	$101,230	2.3439	$108,384	2.4987	$115,542	27

Note: MA/30 for grandfathered staff

ATTACHMENT B – 2025-2026 SUPPLEMENTAL SALARY SCHEDULE

2025-2026 Supplemental Salary Scheduled Based on $49,940

	GROUP I	GROUP II	GROUP III	GROUP IV		GROUP V
				MHS Head Gymnastics		
				MHS Head Golf		MHS Drama Director
				MHS Head Tennis		MHS Musical Director
				MHS Head Cross Country		BMS Head Football
				MHS Head Winter Cheerleading		BMS Basketball
				MHS Head Lacrosse		BMS Head Wrestling
				MHS Assistant Baseball		BMS Band
				MHS Assistant Softball		MHS Head Bowling
			MHS Head Volleyball	MHS Assistant Track & Field		MHS Head Fall Cheerleading
	MHS Head Track & Field	MHS Head Baseball	MHS Head Swimming	MHS Assistant Wrestling		MHS Assistant Swimming
	HS Head Band/Orchestra	MHS Head Softball	MHS Assistant Football	MHS Assistant Soccer		MHS Assistant Volleyball
	HS Head Basketball	MHS Head Wrestling	MHS Assistant Basketball	MHS Choir		MHS Yearbook
	HS Head Football	MHS Head Soccer	MHS Assistant Band	MHS Football 9th Grade		MHS Weight Training
YRS EXP						
0-4	$6,992	$5,993	$4,994	$4,495	.08	$3,995
5-9	$8,490	$7,491	$6,492	$5,993	.11	$5,493
10+	$9,988	$8,989	$7,990	$7,491	.14	$6,992
	GROUP VI	GROUP VII	GROUP VIII	GROUP IX		GROUP X
		BMS Show Choir				
		BMS Track & Field				
		BMS Baseball				
		BMS Softball				Elementary Play
		BMS Golf		MHS Assistant Musical		Creekview Student Council - Grade 5
		BMS Cross Country		MHS Assistant Drama		Creekview Student Council - Grade 6
		BMS Fall Cheerleading	BMS Assistant Lacrosse	BMS Assistant Fall Cheerleading		Creekview Drama
	BMS Assistant Football	BMS Winter Cheerleading	BMS Yearbook	BMS Student Council		BMS Technology Club
	BMS Choir	BMS Volleyball	Creekview Choir	BMS Musical		BMS Variety Show
	MHS Assistant Gymnastics	BMS Head Lacrosse	MHS Robotics Club	BMS Drama		BMS Outdoor Education
	MHS Assistant Lacrosse	BMS Tennis	MHS Student Council	ECHS Student Council		MHS Catseye
	MHS Assistant Golf	BMS Gymnastics	MHS Show Choir Combo Director	MHS In the Know		MHS Assistant Student Council
	MHS Assistant Tennis	MHS Assistant Bowling	MHS Prom	MHS PSAT/SAT		MHS National Honor Society
	MHS Assistant Cross Country	MHS JV Track & Field	MHS Fall Faculty Manager	MHS Spring Faculty Manager		Destination Imagination
	MHS Assistant Winter Cheerleading	MHS Winter Faculty Manager	MHS Color Guard/Flag Corp	MHS Store		MHS Technology Club
	MHS Show Choir Director	MHS Assistant Fall Cheerleading	MHS Mock Trial	MHS Newspaper		District Light and Sound
YRS EXP						
0-4	$3,496	$2,996	$2,497	$1,998	.03	$1,498
5-9	$4,994	$4,495	$3,995	$3,496	.06	$2,996
10+	$6,492	$5,993	$5,493	$4,994	.09	$4,495

ATTACHMENT B CONT. – 2025-2026 SUPPLEMENTAL FLAT RATE SCHEDULE

Supplemental Salary Schedule - Flat Rates

FLAT RATES

Athletic Trainer			
Fall	$10,404	MS Literary Magazine	$374
Winter	$8,497	MS Writing Club	$601
Spring	$6,966	K-4 Department Chair	$601
		CV Newsletter	$601
MS Athletic Director	$6,161	CV Grade Level Chair	$601
		CV Camp Coord	$756
Critical Incident Coordinator	$527	CV, MS, HS, District Department Chair	$114 per person in dept
Curriculum Coach	$1,503	MS Newsletter Preparation	$187 per issue
Building Instructional Technology Facilitator	$1,117		
District Special Olympics Coord	$3,119	Lead Mentor	$361
PACE & FLEX Program Coord	$10,531	Mentoring (Tier I)	$601
Web Master	$1,117	Mentoring (Tier II)	$361
Title I Coordinator	$1,117	National Board Certification	$601
Summer School Director		**MHS Class Advisor**	
K-6 Director	$2,540	0 Years Exp.	$ 350
MS Director	$2,108	1 Year Exp.	$ 550
HS Director	$3,004	2 Years Exp.	$ 750
		3+ Years Exp.	$ 850

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