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STATE EMPLOYMENT  
RELATIONS BOARD

2013 DEC 23 P 3 42

# NEGOTIATION DOCUMENT

BETWEEN THE

MARION EDUCATION ASSOCIATION

AND THE

MARION CITY BOARD OF EDUCATION



Effective October 1, 2013 to

Midnight, September 30, 2015

## TABLE OF CONTENTS

	<u>Page</u>
Article #1. Negotiation Document.....	1
1. Preface .....	1
2. Recognition of Association.....	1
3. Recognition of Board and Scope of Negotiations .....	1
4. Definition of Terms .....	1
5. Negotiation Procedure .....	2
a. Request for Negotiations.....	2
b. Exchange of Information .....	2
c. Agreement.....	2
d. Disagreement .....	3
e. Failure to Reach Agreement .....	3
6. No Strike.....	3
Article #2. Management Rights.....	4
Article #3. Association Rights .....	3
1. Association Leave.....	4
2. Association Use of Facilities and Equipment.....	4
3. Dissemination of Information.....	4
4. Agenda Materials.....	5
5. Association President Release Time.....	5
Article #4. Communications .....	5
Article #5. Grievance Procedure.....	6
1. Definitions .....	6
2. Rights of the Grievant and the Association .....	7
3. Time Limits.....	7
4. The Procedure .....	7
a. Informal Procedure .....	7
b. Formal Procedure.....	8
Article #6. Parent Complaint Against Bargaining Group Members.....	9
Article #7. Personnel File .....	10
1. Placement of Material in File.....	10

2. Right to Review .....	10
3. Board Policy – Matters Regarding a Professional Staff Member.....	10
4. Confidentiality of Files .....	11
5. Handling of Performance or Complaint Records .....	11
6. Employee Notification of Forwarding of File to DSC .....	11
7. Rebuttal.....	12
8. Principal Building File.....	12
9. Public Record Laws .....	12
Article #8. School Calendar.....	12
Article #9. Assignment, Transfer, and Promotion.....	12
1. Assignment and Transfer .....	12
2. Procedures.....	13
a. Assignment.....	13
b. Voluntary Transfers .....	13
c. Involuntary Transfer or Reassignment.....	13
d. Administrative/Supervisory Openings.....	14
Article #10. Preparation Time .....	14
1. K-8 Preparation Time .....	14
2. 9-12 Preparation Time .....	14
Article #11. Intra District Travel .....	14
Article #12. Extended Service .....	15
Article #13. Individual Teaching Contracts.....	15
Article #14. Employment of Retired Teachers .....	16
Article #15. Termination or Non-renewal of Bargaining Group Member Contracts .....	17
Article #16. Reduction in Force.....	18
1. Definitions .....	18
2. Conditions for Reduction in Force.....	18
3. Notification of Anticipated Reduction in Force .....	18
4. Suspension of Contract .....	19
5. Vacancies .....	19
6. Limited Contract Recall.....	19
7. Continuing Contract Recall .....	19
8. Comparable Evaluations .....	19

9. Seniority.....	19
10. RIF List.....	20
Article #17. Leave Provision.....	20
1. Sick Leave.....	20
2. Family Medical Leave Act.....	21
3. Maternity/Child Care Leave.....	21
a. Eligibility.....	21
b. Application.....	22
c. Application for Reinstatement.....	22
d. Early Termination of Maternity Leave.....	22
e. Reinstatement.....	22
4. Adoption Leave.....	22
a. Eligibility.....	22
b. Application.....	22
c. Application for Reinstatement.....	22
c. Reinstatement.....	22
5. Personal Leave.....	23
6. Assault Leave.....	24
7. Military Leave.....	24
8. Professional Meetings.....	25
9. Leave for Professional Improvement.....	25
10. Professional Development Voucher Plan.....	27
11. Jury Duty.....	28
Article #18. Teacher's Salary Schedule and Index – 2013-2014 and 2014-2015 School Years .	29
Article #19. Credit for Teaching Experience.....	33
Article #20. Supplemental Pay.....	33
Article #21. Retirement Pay.....	41
Article #22. S.T.R.S. Pick-up.....	42
Article #23. Direct Deposit.....	43
Article #24. Authorized Payroll Deductions.....	43
Article #25. Summer School.....	45
Article #26. Tutors and Home Instruction Teachers.....	45
Article #27. Insurance.....	46

Article #28. College Tuition.....	47
Article #29. Tuition Waiver.....	48
Article #30. Admission to Extra-curricular Activities.....	49
Article #31. Seniority.....	49
1. Definitions .....	49
2. Accrual of Seniority.....	49
3. Equal Seniority .....	49
4. Annual Seniority List.....	49
Article #32. Fair Share Fees .....	50
1. Payroll Deduction of Fair Share Fee.....	50
2. Notification of the Amount of Fair Share Fee .....	50
3. Schedule of Fair Share Fee Deductions .....	50
4. Upon Termination of Membership During the Membership Year .....	51
5. Fair Share Dues Deduction at Conclusion of Employment.....	51
6. Transmittal of Deductions .....	51
7. Procedure for Rebate .....	51
8. Entitlement to Rebate.....	51
9. Contribution to MEA Scholarship Fund.....	51
Article #33. Faculty Substitutes.....	51
Article #34. Local Professional Development Committee .....	52
Article #35. Member Evaluation .....	52
1. Purpose.....	52
2. Evaluation Committee .....	53
3. Operational Procedures.....	53
4. Student Learning Objectives.....	54
5. Compensation .....	54
6. Secretarial Support.....	54
7. Committee Authority .....	54
Article #36. Non-Discrimination .....	55
Article #37. Non-Teaching Duties.....	55
Article #38. Professional Dress and Appearance.....	55
Article #39. Resident Educator Program .....	55
A. Purpose.....	56

B. Definitions.....	56
C. Resident Educator Mentor.....	56
D. Resident Educator .....	57
E. Resident Educator Coordinator .....	58
F. Confidentiality of the Mentoring Process.....	58
G. Compensation .....	58
H. Program Review.....	59
Article #40. Substitute Teachers .....	59
Article #41. Duration of Agreement .....	59
Grievance Forms.....	60

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

Article #1. Negotiation Document:

1. Preface

The Board of Education of the Marion City Schools and the Marion Education Association deem this document necessary to establish procedures to follow for effective negotiations through designated representatives. It is understood and agreed upon that procedures outlined in Article #1 of this document shall not be applicable or utilized with respect to individual teacher grievances.

2. Recognition of Association

The Marion City Board of Education recognizes the Marion Education Association as the sole and exclusive organization of the bargaining group members for the purpose of negotiation for the duration of this agreement.

3. Recognition of Board and Scope of Negotiations

- a. This recognition constitutes an agreement between the Board and the Association to attempt to reach mutual understandings regarding matters related to wages, hours, terms and other conditions of employment for bargaining group members. The Board cannot reduce, negotiate, or delegate its legal responsibilities.
- b. Good faith requires that the Board and the Association be willing to react to each other's proposals. If a proposal is unacceptable, the other side is obligated to give reasons why. Nothing in this agreement shall compel either party to agree to a proposal or to make a concession.

4. Definition of Terms

As used in this Negotiations statement:

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

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- c. Association or M.E.A. shall be defined as those people who hold membership in the Marion Education Association.
- d. Bargaining Group Member - all certificated employees of the Marion City Schools with the exception of administrators, supervisors, teacher aides, substitute teachers and adult education teachers.
- e. Treasurer shall mean treasurer of the Marion City Schools.
- f. During the adopted school year, "days" shall mean school days. During the summer vacation, such "days" shall mean weekdays (Monday through Friday) excluding legal holidays.

5. Negotiation Procedure

a. Request for Negotiations

- 1) Notice of intent to negotiate by either party shall be made in writing no later than ninety (90) calendar days prior to the expiration of the contract.
- 2) Representatives of the Association and the Board of Education shall meet to determine the format for negotiations within fifteen (15) weekdays of receipt of the Notice to Negotiate. The parties shall establish the format for negotiations and date for exchange of issues at the first meeting.

b. Exchange of Information

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

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c. Agreement

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

d. Disagreement

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

e. Failure to Reach Agreement

If agreement is not reached by 11:59 P.M. September 30, 2015, the items on which agreement has been reached, and the Board's last offer on unresolved issues, will be presented as a package to a meeting of the membership of the M.E.A. some time after September 30, 2015. The M.E.A. membership will be given proper notification of said meeting. The package will be presented and accepted at said meeting unless rejected by at least 3/5 vote of the membership present. If rejected, the M.E.A. has the right to provide proper notification of its intent to conduct a strike. Such a strike could not commence earlier than ten (10) days after providing such notification to the Superintendent of Schools.

6. No Strike

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

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

1 It is further agreed that any violation of the above will be automatic and sufficient  
2 grounds for immediate disciplinary action as determined by the Board.

3  
4 Article #2. Management Rights

5  
6 The Board retains all the rights, powers, duties and authority granted by law and shall adopt,  
7 rescind, or modify such policies, rules and regulations as it deems appropriate so long as  
8 such policy, rule or regulation does not conflict with a lawful provision of the Negotiated  
9 Agreement. Except as expressly and specifically agreed otherwise in this collective  
10 bargaining agreement, the Board retains all rights as set forth in Chapter 4117 of the Revised  
11 Code.

12  
13 The Board of Education is not required to bargain on subjects reserved to the management  
14 and direction of the governmental unit except as affect wages, hours, terms and conditions  
15 of employment, and the continuation, modification, or deletion of an existing provision of  
16 this collective bargaining agreement.

17  
18 Article #3. Association Rights

19  
20 1. Association Leave

21  
22 a. The Association will be granted leave for a maximum of one (1) day with pay  
23 for six (6) delegates for the O.E.A. Representative Assembly. Five (5) school  
24 days advance notice will be provided to the building principal of any  
25 bargaining group member using Association leave to attend the  
26 Representative Assembly.

27  
28 b. The Association will be granted five (5) deduct days, to be used by any  
29 member of the Association as requested by the Association for out-of-district  
30 business. Except in case of emergency, at least twenty-four hours advance  
31 notice will be provided the building principal of any bargaining group  
32 member intending to use a deduct day.

33  
34 2. Association Use of Facilities and Equipment

35  
36 a. The Association shall have the right to use school buildings at reasonable  
37 times as long as the use does not interfere with a previously scheduled use of  
38 the building. The principal of the building in question will be notified no less  
39 than thirty-six (36) hours in advance, whenever possible, of the time and  
40 place of such meetings. The Association shall pay the cost of extra cleaning  
41 or set-up expenses, if any are necessary, and the cost of a custodian if the  
42 Association meeting exceeds the time that a custodian is regularly scheduled  
43 for duty.

44  
45 3. Dissemination of Information

46  
47 a. The Association, or its representatives, shall have the right to:

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- 1) use the campus mail system and First Class email to distribute materials.
- 2) use in each building a reasonable amount of space on existing faculty bulletin boards located in areas readily accessible to and normally frequented by teachers.
- 3) have announcements made on the school public address system at the regularly scheduled morning announcements to inform the time and place of association meeting.

4. Agenda Materials

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

5. Association President Release Time

- a. The Association President shall be entitled to half-time release solely for the purpose of conducting MEA business. The President will suffer no loss in salary, fringe benefits, or other contractual or statutory advantages to which he/she would have been entitled if working during the released time; however, the Association shall reimburse the Board by the end of each semester for the actual costs of the President's released time. The individual entitled to release time shall not be changed during a school year except as the result of a change in the Presidency due to an Association election. The Association President shall meet with the Superintendent (or designee) and the building principal not later than June 1 of each year to determine the schedule of the release time which may be half time, the equivalent of nine paid days during the school year or any schedule in between, as agreed by the Superintendent and MEA President. Any extended time, supplemental contract position, or stipend position held by the Association President shall not be subject to the release time provisions of this Section. The half-time release President is conditional based upon funding from the National Education Association, Ohio Education Association and funding from the local association. The district shall continue to provide 9 (nine) paid days per school year under this contract for the President.
- b. The Association will encourage its members to schedule meetings requiring the Association President on the scheduled release day.

- 1 c. The release day schedule may be changed due to unforeseen circumstances.  
2 The Association President will notify the Building Principal and  
3 Superintendent of any changes in the release day schedule as soon as  
4 possible.  
5

6 Article #4. Communications  
7

8 A committee designated by the President of the Association and Superintendent shall meet  
9 monthly to discuss professional and personnel matters that may be of interest to all parties.  
10 The purpose of this committee shall be to maintain lines of communication between the  
11 Association and the Superintendent.  
12

13 Article #5. Grievance Procedure  
14

15 1. Definitions  
16

- 17 a. A "grievance" is an alleged violation, misinterpretation or misapplication of  
18 this contract between the Board and the Association.  
19  
20 b. A "grievant" may be a member or a group of staff members. The Association  
21 may file a grievance on behalf of staff members. Any grievance filed by the  
22 Association shall list the name of every employee then known to be affected  
23 by the circumstances giving rise to the grievance.  
24  
25 c. The "immediate supervisor" shall mean a non-bargaining unit member who  
26 has immediate administrative line authority over the affected grievant.  
27  
28  
29

30 2. Rights of the Grievant and the Association  
31

- 32 a. A grievant at his/her request may be represented by the Association at all  
33 formal and informal steps. The Association shall have the opportunity to be  
34 present at all grievance meetings during which grievance adjustments are  
35 discussed with the grievant. During the life of this agreement any grievance  
36 arising out of articles 8, 13, and 14 would go to Step II and if unresolved  
37 would go on to the Board of Education who shall take action upon the  
38 conclusion of the hearing.  
39  
40 b. The purpose of this procedure is to secure, through the lowest level  
41 administrator having authority to resolve the grievance, a solution to the  
42 grievance. The parties agree that grievances will be kept as confidential as is  
43 appropriate and process as expeditiously as possible.  
44  
45 c. The Board through its administrative staff will provide the Association all  
46 readily available pertinent data and material requested by the Association to  
47 permit the processing of a grievance in a timely fashion, and the Association

1 will provide all readily available pertinent data requested by the Board  
2 through its administrative staff for like purposes.  
3

4 d. Upon the filing of a complaint by the grievant or on the grievant behalf, in  
5 any court of competent jurisdiction demanding relief upon a matter which is  
6 the subject of a pending grievance, the grievance shall be deemed dismissed.  
7

8 e. A grievant may withdraw a grievance at any level. Once withdrawn, a  
9 grievant is barred from refileing that grievance.  
10

11 f. Unless part of a settlement or by direction of an arbitrator's award, no  
12 grievance form(s), record, document, or communication arising from a  
13 grievance shall be placed in the personal file of any participant involved in  
14 the use of this procedure. No reprisal shall be made against any party  
15 involved in the use of this procedure.  
16

17 g. All written grievances shall include the specific section(s) of the alleged  
18 violations(s), misinterpretations, or misapplication(s) of the contract and shall  
19 include the relief sought and date of the filing.  
20

21 3. Time Limits  
22

23 a. A number of days specified at each step in this procedure shall be the  
24 maximum. The time limits specified, however, may be extended by written  
25 agreement of the parties.  
26

27 b. If the grievant does not file a grievance in writing within fifteen (15) days  
28 after the grievant knew or should have known of the act or condition upon  
29 which the grievance is based, the grievance shall be considered waived.  
30

31 c. If a decision on a grievance is not appealed within the time limits specified at  
32 any step of this procedure, the grievance shall be deemed resolved on the  
33 basis of the written disposition of that step.  
34

35 d. Failure at any step of these procedures to conduct a meeting or to  
36 communicate a decision on the grievance within the specified time limits  
37 automatically entitles the grievant to proceed to the next level unless the time  
38 limits are extended in keeping with 3.3(a).  
39

40 e. If a grievance appears to arise from the action or inaction of an authority  
41 higher than an immediate supervisor, it may be initiated at Step II.  
42

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

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- g. During the adopted school year, "days" shall mean school days. During the summer vacation, such "days" shall mean weekdays (Monday through Friday) excluding legal holidays.
- h. All notices of hearings, dispositions of grievances, written grievances, and appeals shall be in writing and hand delivered to the appropriate party or designee.

4. The Procedure

a. Informal Procedure

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

b. Formal Procedure

STEP I

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

STEP II

If the grievance is not resolved to the satisfaction of the grievant by Step I, the grievant may further pursue the grievance within seven (7) days after receipt of the Step I disposition by submitting the written grievance, Step I to the Superintendent or his/her designee and to the Association's Grievance Committee Chairperson. Within seven (7) days after receipt of Step I written grievance the Superintendent or his/her designee shall meet with the grievant. The Superintendent or his/her designee shall write a disposition of the grievance and return a copy to the grievant, the Association's Grievance

1 Committee Chairperson and the Superintendent within seven (7) days after  
2 such meeting.

3  
4 STEP III

5  
6 If the grievance is not resolved to the satisfaction of the grievant by Step II,  
7 the grievant may further pursue the grievance within seven (7) days after  
8 receipt of the Step II disposition by submitting the grievance to FMCS  
9 grievance mediation. The parties will attempt to mutually select a mediator,  
10 and if unable to do so will request for FMCS to appoint a mediator. Within  
11 fifteen (15) days of notification, mediation will be scheduled. The mediator  
12 may make recommendations to both parties which will be nonbinding. If the  
13 grievance is not resolved at this step, the grievant may continue with Step IV.

14  
15 STEP IV

16  
17 With the concurrence of the Association, a grievant may appeal a grievance  
18 to arbitration by having the Association submit a demand for arbitration form  
19 to the American Arbitration Association (AAA) within seven (7) days after  
20 conclusion of the Step III mediation process. A copy of said demand form  
21 will be sent to the Superintendent at the same time as the original is sent to  
22 AAA. The arbitrator will be selected from a list of seven (7) arbitrators using  
23 the alternate strike method, except that both parties have the right to reject  
24 one list of arbitrators. Once the arbitrator has been selected, he/she shall  
25 proceed with the arbitration on the grievance in accordance with the current  
26 AAA rules.

27  
28 The arbitrator shall hold the necessary hearing promptly and issue the award  
29 within such time as may be agreed upon. The award shall be in writing and  
30 copy sent to all parties present at the hearing. The award of the arbitrator  
31 shall be binding on the Board, the Association, and the grievant.

32  
33 The costs and expenses of the arbitrator and the AAA fees shall be borne by  
34 the losing party.

35  
36 Article #6. Parent Complaint Against Bargaining Group Members

- 37  
38 1. Complaints about the performance of teachers should be submitted to the building  
39 principal. Reasonable efforts should be made by the principal to bring about informal  
40 resolution of such complaints.  
41  
42 2. Bargaining group members will be notified of all parent complaints regarding their  
43 performance. Copies of all written complaints regarding the performance of a  
44 bargaining group member will be provided to the member subject to the complaint.  
45

- 1 3. If a complaint cannot be resolved, the administration may request that the parent put  
2 the complaint in writing and submit it to the building principal.  
3
- 4 4. Not later than ten school days after receipt of a written complaint the principal may  
5 schedule a meeting with the parent, the principal and the bargaining group member  
6 to discuss the complaint. The meeting will be scheduled at a time reasonably  
7 convenient for all parties. If the complaint is not resolved at that meeting, it may be  
8 appealed to the Superintendent.  
9
- 10 5. If the complaint has not been resolved within ten school days after appeal to the  
11 Superintendent, the parent may appeal to the Board of Education. The Board will  
12 consider the complaint in executive session at the next regularly scheduled meeting  
13 occurring not less than ten (10) days following the receipt of the written parental  
14 complaint. The complaining parent(s), the bargaining group member who is subject  
15 to the complaint together with the member's representative if any, the principal and  
16 Superintendent may be in attendance. The bargaining group member may be  
17 accompanied at the Board meeting by a representative selected by the member.  
18
- 19 6. Complaints that include allegations of sexual misconduct or assault regarding a pupil  
20 will be referred immediately to the Superintendent.  
21

22 Article #7. Personnel File  
23

24 1. Placement of Material in File  
25

26 When a principal or other administrator finds it necessary to make a notation in a  
27 member's file which reflects upon the member's conduct, service, character, or  
28 personality, he shall afford the member the right to read such notation. The member  
29 shall acknowledge that he has read such notation by affixing his signature on the  
30 actual document filed; with the understanding that such signature does not indicate  
31 his agreement with its contents. The member shall also have the right to refute such  
32 notation and his answer shall be attached to the file copy. Permanent files will be  
33 housed at the District Service Center.  
34

35 2. Right to Review  
36

37 Members shall be guaranteed the right to examine and review the entire contents of  
38 their personnel file. A representative of the Association may, at the member's  
39 request, accompany the member in this review.  
40

41 3. Board Policy – Matters Regarding a Professional Staff Member  
42

43 Any requests, suggestions, or complaints reaching the Board, Board members, and  
44 the administration shall be referred to the Superintendent for consideration according  
45 to the following procedure.  
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a. First Level

If it is a matter specifically directed toward a professional staff member, the matter must be addressed, initially, to the concerned staff member who shall discuss it promptly with the complainant and make every effort to provide a reasonable explanation or take appropriate action within his/her authority. This level does not apply if the matter involves suspected child abuse, substance abuse, or any other serious allegation which may require investigation or inquiry by school officials prior to approaching the professional staff member.

b. Second Level

If the matter cannot be satisfactorily resolved at the First Level, it shall be discussed by the complainant with the staff member's supervisor.

c. Third Level

If a satisfactory solution is not achieved by discussion with the supervisor, a request for a conference shall be submitted to the Superintendent. Should the matter be resolved in conference with the Superintendent, the Board shall be advised of the resolution.

d. Fourth Level

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

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

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

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

- 1 6. If the building principal chooses to forward a record of discipline, reprimand or  
2 complaint from a building file to the central office file, the employee shall be  
3 notified at the time of forwarding and shall be given a copy of the record.  
4
- 5 7. An employee shall have the right to write a rebuttal to any statement contained in the  
6 employee's file. The rebuttal will be retained in the employee's personnel file.  
7
- 8 8. Building principals may maintain a building file which shall be open for inspection  
9 to the employee.  
10
- 11 9. Persons or agencies may have access to personnel files under the "Public Record  
12 Laws." If possible the superintendent or designee will attempt to notify a bargaining  
13 group member in writing that their personnel file will be examined and by whom  
14 before releasing the information. If proper notification is not possible, the bargaining  
15 group member will be notified in writing that their personnel file was examined and  
16 by whom, if known. Such notification should be placed in the U.S. mail within 24  
17 hours of the request.  
18  
19

20 Article #8. School Calendar  
21

- 22 1. The bargaining group members shall be given the opportunity, each year, to vote on  
23 a minimum of four calendar choices for the school year. These calendars shall  
24 include schedules starting before Labor Day and after Labor Day; long and short  
25 Christmas vacations; and a long and short spring vacation. Consideration should be  
26 given to the possibility of not returning to school the day after a major holiday. If  
27 after the calendar is adopted and a change is necessary, the bargaining group  
28 members shall be permitted to have a vote on any change that might be considered.  
29
- 30 2. The Association recognizes that any vote by the bargaining group members,  
31 regarding school calendars is in no way binding on the Board of Education whose  
32 responsibility it is to establish the calendar.  
33
- 34 3. The parties agree that the current work year is 184 days and the current work day is  
35 seven and one-quarter (7.25) hours.
- 36 4. Rushmore, as a conversion school, has the right to create and follow an alternative  
37 school calendar.

38 Article #9. Assignment, Transfer, and Promotion  
39

- 40 1. Assignment and Transfer  
41
- 42 a. Insofar as possible, assignments should correlate with the individual's total  
43 qualification.  
44

- 1           b.     The Superintendent has the statutory authority to direct and assign teachers  
2           and other employees of the schools under his supervision.  
3
- 4           c.     Although the Board recognizes that frequent transfers of personnel from one  
5           school to another sometimes interferes with the operational processes, they  
6           also recognize that some transfers for administrative purposes and to insure a  
7           fair distribution of qualified and experienced employees throughout the  
8           system will be necessary.  
9
- 10          d.     Periodic changes in position or building assignment frequently contribute to  
11          staff members achieving increased satisfaction, motivation, and performance-  
12          based accomplishments.

13

14    2.    Procedures

- 15
- 16          a.     Assignment
- 17
- 18                1)     The administration will make every effort to notify bargaining group  
19                members of their assignment for the next school year by June 1 of  
20                each year.  
21
- 22          b.     Voluntary Transfers
- 23
- 24                1)     Before Spring Break bargaining unit members desiring a change of  
25                assignment must send a request, through district email to the Director  
26                of Human Resources/designee and it is suggested that you copy the  
27                Association President.  
28
- 29                2)     When vacancies become available, they will be posted as quickly as  
30                possible on First Class (within 5-10 days). Vacancies occurring after  
31                June 1 and prior to July 15 will be posted in the District Service  
32                Center and by notice on First Class. Members desiring to apply for a  
33                posted position must submit a written request or email for the  
34                assignment not later than five days following the posting. Members  
35                who apply for a posted position and who are not selected will be  
36                notified in writing or by telephone.  
37
- 38                3)     The Administration shall use the following criteria to guide decisions  
39                on requests for voluntary transfers or reassignments:  
40
- 41                    (a)    The individual qualifications of the bargaining group member.  
42                    (b)    The requirements of the position being requested.  
43                    (c)    The effect upon staff balance of the requested transfer or  
44                    reassignment.  
45
- 46
- 47

1 c. Involuntary Transfer or Reassignment

2  
3 1) If a bargaining group member has not initiated a request for a  
4 voluntary transfer or reassignment and a transfer or reassignment is  
5 necessary, the respective building principal or immediate supervisor  
6 will hold a conference with the bargaining group member to explain  
7 why the transfer or reassignment is necessary.

8  
9 2) If a transfer or reassignment becomes necessary after the bargaining  
10 group member has received his notification of the next year's  
11 assignment, the Director of Human Resources/designee will hold a  
12 conference with the bargaining group member to inform the  
13 bargaining group member why the transfer is necessary.

14  
15 Transfers or reassignments after notification of assignment will be  
16 made as infrequently as possible.

17  
18 3) When necessary involuntary transfer to another building must be  
19 made, the bargaining group member(s) involved must be notified a  
20 minimum of two weeks in advance of the transfer. During the time  
21 period of August 15 through September 15 administrators will notify  
22 a bargaining group member as soon as possible when a transfer is  
23 necessary. In this case, the two (2) week minimum would be waived.

24  
25 d. Administrative/Supervisory Openings

26  
27 1) The Board of Education declares its general support of the practice of  
28 filling administrative or supervisory positions from within the  
29 organization; however, this shall not preclude the administration and  
30 Board from determining that the interests of the school system can be  
31 best served by actively seeking candidates from outside the district.

32  
33 2) Whenever an administrative or supervisory vacancy arises, notice of  
34 such vacancy will be posted in each school and the intranet (i.e. First  
35 Class) during the months of September through June and the  
36 Administration Center during the months of July and August.  
37 Vacancies shall be filled on the basis of the applicant's experience,  
38 competency, and other relevant factors.

39  
40  
41 Article #10. Preparation Time

42  
43 1. K-8 Preparation Time

44  
45 Each bargaining group member who is a teacher shall have a minimum of 200  
46 minutes weekly for preparation time.

1 2. 9-12 Preparation Time

2  
3 Each bargaining group member shall have a minimum of one full class period daily  
4 for preparation time.  
5

6  
7 Article #11. Intra-District Travel

8  
9 Bargaining group members who have regular assignments in more than one building or by  
10 nature of their assignment require travel during their regular school day, shall be  
11 reimbursed at the maximum amount approved by the Internal Revenue Service at that time  
12 for mileage deduction.  
13

14 Article #12. Extended Service

15  
16 Bargaining group members who work under a Board of Education approved extended  
17 service contract shall be paid at a proportional daily rate of their regular base salary for any  
18 such approved extended time. Employees must submit a time sheet with a supervisor's  
19 signature indicating approval for the extended time.  
20

21 Article #13. Individual Teaching Contracts

- 22
- 23 1. In consideration of services rendered by the bargaining group member, the Board of  
24 Education agrees to pay said bargaining group member a base annual salary as  
25 prescribed by the Salary Schedule of the Marion City School District according to  
26 degree and years of experience. The amount of the compensation shall appear on all  
27 limited contracts.  
28
  - 29 2. The Marion City Board of Education before employing any bargaining group  
30 member shall notify such bargaining group member through its designee, of his  
31 duties and obligations as a condition of this employment.  
32
  - 33 3. Any such appointment, or reappointment, of any bargaining group member in the  
34 Marion City Schools, or service upon indefinite tenure, shall be conditional upon the  
35 bargaining group member's acceptance of such duties and obligations.  
36
  - 37 4. One year limited contracts will be offered to bargaining group members for the first  
38 two years of teaching in the Marion City School District.
    - 39 a. The minimum sequence of limited contracts will be as follows: 1-1-2-2-3  
40 (number of years for which contract is issued). Those members who received  
41 their initial teaching license before January 1, 2011 and who qualify will be  
42 considered for a continuing contract at the end of three (3) years of service as  
43 prescribed by law; provided, however, that nothing herein shall require the  
44 Board to grant a continuing contract during the term of an eligible member's  
45 limited contract. Those members who receive their initial teaching license on  
46 or after January 1, 2011 and qualify will be considered for continuing contract

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

11  
12 b. All members who want to be considered for a continuing contract must notify  
13 the Superintendent in writing that the member wants to be considered for a  
14 continuing contract by October 1 of the school year in which the Board  
15 would make the decision by June 1<sup>st</sup>. This applies to all members regardless  
16 of the length of contract the member currently holds. A member may be  
17 eligible for consideration for a continuing contract during the term of a multi-  
18 year contract. For those members who request consideration for a continuing  
19 contract during the term of a multi-year contract, if the Board does not grant a  
20 continuing contract the member will serve out the balance of the multi-year  
21 contract before the member is eligible again for consideration for a  
22 continuing contract.

23  
24 5. All bargaining group members newly employed by the Marion City Schools will be  
25 given credit, for salary placement purposes, for their years of teaching in the public  
26 schools, for their years of teaching in a chartered parochial school in the State of  
27 Ohio, and for their years of active military service (5 years maximum). Refer to  
28 Article 19, paragraph 2 for additional language as it pertains to credit for previous  
29 teaching experience.

30  
31 Newly-employed means first time employee with the Marion City Schools or a  
32 previous employee reemployed following any termination.

33  
34 A year of teaching is defined as being under contract to a public school, or a  
35 chartered parochial school in the state of Ohio, for at least one hundred-twenty (120)  
36 days in that school year. A full year of military service must consist of eight  
37 continuous months or more.

38  
39 6. Compensation to be paid for the positions included in the supplemental pay schedule  
40 must be indicated in the form of a supplemental contract.

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

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

Article #14. Employment of Retired Teachers

1. As a general policy, the Board of Education does not employ retired teachers. If the Board of Education elects to employ individuals who have retired and are receiving benefits through the State Teachers Retirement System, the conditions set forth in this article shall apply to the employment of these individuals.

- a. The Board shall grant up to ten (10) years of experience for service credit to each rehired, retired teacher and shall place them on the proper training column according to their degree or educational status.
- b. Individuals employed pursuant to this provision shall be eligible for single employee health care coverage paid by the Board.
- c. Teachers employed pursuant to this provision shall receive one-year limited contracts and shall not be eligible to receive continuing contracts regardless of years of service or certification/license held.
- d. Each one (1) year contract shall automatically expire upon the completion of the year and is not necessary for the Board to conduct evaluations in accordance with Ohio Revised Code 3319.11 nor to take formal action to not re-employ the employee pursuant to ORC 3319.11 in order to terminate the employment relationship. The employment relationship shall end upon the expiration of the contract in the same manner as a supplemental contract.
- e. Retire/rehire employees are not eligible for retirement incentive, longevity or severance pay.
- f. Subject to these provisions, re-employed teachers are part of the bargaining unit.
- g. No sick leave shall be carried forward from pre-retirement status. Thereafter, sick leave shall be governed according to this negotiated agreement.

- 1 h. Pursuant to the authority provided by ORC 4117.10 and to the extent that  
2 issues addressed in this provision are contrary to or in conflict with Ohio  
3 Law, the issues addressed in this provision shall supersede the statutory  
4 law of Ohio pertaining to this issue.  
5

6 Article # 15. Termination or Non-renewal of Bargaining Group Member Contracts  
7

- 8 1. Termination of Existing Contract: Except as provided herein, termination of a  
9 member's employment shall be effected in accordance with the requirements and  
10 procedures established by Chapter 3319.16 of the Ohio Revised Code.  
11  
12 2. Non-renewal of Limited Contract: The procedure set forth in this article shall be the  
13 sole procedure utilized by the Marion City Schools for non-renewal of the bargaining  
14 group member holding a limited contract.  
15  
16 a. Non-renewal of the first, second and third limited contract shall be affected in  
17 accordance with the version of Revised Code Section 3319.11 that was in  
18 effect immediately prior to July 1, 1989. The Board is not required to give a  
19 reason or reasons or to afford a meeting in connection with the non-renewal  
20 and such non-renewal is not subject to the grievance procedure. However,  
21 upon request, a member whose contract has been non-renewed shall be  
22 afforded a meeting with the Superintendent and his/her designee to discuss  
23 the non-renewal.  
24  
25 b. This section does not apply to supplemental contracts.  
26  
27 c. This section does not apply to substitutes that work less than 120 consecutive  
28 days during the school year.  
29  
30 d. Evaluations may be conducted by an administrator employed under an  
31 administrative contract holding a certificate as superintendent, local  
32 superintendent, assistant superintendent, principal, and/or supervisor.  
33

34 Article #16. Reduction in Force  
35

- 36 1. Definitions:  
37

38 Reduction in Force (RIF) may be necessary because of decreased enrollment of  
39 pupils in the District, changes in curriculum, changes in the use of personnel, lack of  
40 funds, return to duty of regular teachers after leaves of absence, suspension of  
41 schools or territorial changes affecting the district or for any other similar reason.  
42 This Article applies to supplemental contracts as well as regular contracts provided  
43 that there shall be no right of recall to a supplemental contract beyond the school  
44 year in which the contract is suspended.  
45

1 For purposes of this Article, decreased enrollment of pupils shall include  
2 consideration of subject-area enrollment as well as district-wide enrollment.  
3 Decreased enrollment of pupils shall also take into account declining enrollment over  
4 the five year period immediately preceding the RIF, and thus is not limited to  
5 declining enrollment in the current or previous year.  
6

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

10  
11 3. Notification of Anticipated Reduction in Force  
12

13 Not later than ninety days prior to the implementation of any reduction in force  
14 based on declining enrollment, reduction or elimination of course offerings or  
15 financial reasons, the Board will notify the Association of the potential need to  
16 suspend contracts, the reasons for the suspension and the number and identity of  
17 employees affected and the date of intended implementation of the suspension.  
18 Representatives of the Board and Association will meet to review the proposed  
19 reduction in force and consider any alternative measures.  
20

21 Bargaining unit members subject to contract suspension for any reason will be given  
22 at least thirty (30) days advance notice, in writing including the reason or reasons for  
23 the suspension, the right to displace another bargaining unit member in an area of  
24 secondary certification, if appropriate, and the right to be placed on a recall list.  
25

- 26 4. Except as provided in Section D below, reductions may be achieved only by  
27 suspension of contracts in accordance with Section 3319.17.  
28

- 29 5. Vacancies created by members who retire, resign, are on leave of absence, or whose  
30 limited contracts are not renewed under Article 9, when such vacancies are not filled,  
31 do not constitute a reduction-in-force.  
32

- 33 6. Members on limited contracts shall be reduced first, utilizing the following order:

- 34 a. Licensure/Certification;  
35 b. Competency as determined by formal evaluation;  
36 c. When evaluations are comparable, reductions will be made based on reverse  
37 order of seniority (i.e. lowest in seniority will be first reduced).  
38

- 39 7. If further reductions are needed, members on continuing contracts shall be reduced  
40 utilizing the following order:

- 41 a. Licensure/Certification;  
42 b. Competency as determined by formal evaluation;  
43 c. When evaluations are comparable, reductions will be made based on reverse  
44 order of seniority (i.e. lowest in seniority will be first reduced).  
45

1 8. Through June 30, 2015, all evaluations shall be considered comparable. The  
2 Evaluation Committee will define “comparable evaluations” as part of the new  
3 evaluation process for ratification and implementation beginning July 1, 2015.  
4

5 9. Seniority shall be determined by placing all members on seniority lists within  
6 their area or areas of certification giving preference, within each area of  
7 certification, first to members on continuing contracts, then to professionally  
8 or permanently certificated members on limited contracts, and finally to  
9 limited contract members with temporary or one-year vocational certification.  
10 Such seniority lists shall be revised at least annually, and no later than  
11 November 1 of each year; and a copy of each revision shall be provided to  
12 the president of the Association within thirty (30) days of its completion. If  
13 two (2) or more members on any seniority list shall have the same length of  
14 continuous service, seniority shall be determined by:

- 15 a. The first day of actual work in the district.
- 16 b. The date of the board action approving the contract of employment.
- 17 c. The earliest date of service as a substitute teacher in the district prior to  
18 regular teaching employment.
- 19 d. By the flip of a coin.

20 Length of continuous service shall not be interrupted by authorized leaves of  
21 absence.  
22

23 10. Members selected for non-renewal or suspension of contract shall be placed on a  
24 “RIF List” which shall be organized by Certification Areas and which shall list each  
25 member in descending order of seniority within each area of certification held by  
26 each such member. As positions or vacancies become available for which  
27 such members are certified, those members shall be recalled to employment in  
28 reverse order of layoff within the applicable area(s) of certification in which such  
29 new positions or vacancies occur. Notice of recall shall be given by telephone and  
30 registered mail to the last telephone number and last address given by the member.  
31 It is the responsibility of members on the RIF list to keep the Board advised in  
32 writing of a telephone number and mailing address at which he or she can be  
33 reached, and also of any change in the certification of the member.  
34

35 Each member shall remain on the RIF list for two (2) school years, provided that the  
36 rights herein granted to a member shall be forfeited by the member should he or she:  
37 (1) waive his or her recall rights in writing; (2) resign; (3) fail to accept recall as  
38 provided for herein; or, (4) fail to report to work in a position that he or she has  
39 accepted within ten (10) school days after receipt of the notice of recall. Members  
40 on the RIF list shall have the right to continue to participate at the members’  
41 expense, in group insurance programs without interruption in benefits, to the extent  
42 authorized by law.  
43  
44

1 Article #17. Leave Provision

2  
3 1. Sick Leave

- 4  
5 a. Each bargaining group member will earn fifteen (15) days sick leave at the  
6 rate of one and one-quarter days per month.  
7  
8 b. New employees to the Marion City Schools may transfer a maximum of 120  
9 sick leave days accumulated in another public school district or public agency  
10 in Ohio. It shall be the responsibility of the new employee to furnish the  
11 Treasurer with the address of the former employer to secure the certified  
12 record of accumulated sick leave from the former employer.  
13  
14 c. Sick leave may be used for personal illness, pregnancy, injury, exposure to  
15 contagious disease which could be communicated to others and for absence  
16 due to illness or injury or death in the employee's immediate family who are  
17 residents in the employee's household.  
18  
19 d. Each bargaining group member may use up to five (5) days of sick leave per  
20 contract year for illness of an immediate family member requiring medical  
21 attention when the family member lives outside of the employee's legal  
22 residence. Leave use may continue for the critical illness or death of those  
23 members of the employee's immediate family who live outside the  
24 employee's legal residence. Immediate family for critical illness or death shall  
25 be defined as spouse, children, father, mother, brother, sister, grandparents,  
26 grandchild, father-in-law, mother-in-law, daughter-in-law, son-in-law,  
27 brother-in-law, sister-in-law, and grandparents of spouse.  
28  
29 e. The number of days that a certificated bargaining group member may  
30 accumulate is two hundred twenty (220) days. Accumulated sick leave shall  
31 be maintained but not earned during an unpaid leave of absence.  
32  
33 f. If any bargaining group member uses sick leave for more than four (4)  
34 consecutive workdays, an administrator/designee will contact the member on  
35 the fifth day in order to maintain compliance with FMLA. After ten (10)  
36 consecutive work days, a Doctor's statement indicating recovery date that the  
37 employee will be able to return to work is to be sent to the Director of Human  
38 Resources/designee on or before the date of the bargaining group member's  
39 return to work.  
40  
41 g. Bargaining group members employed for 184 contract days or more who do  
42 not use any sick leave or miss any other days (other than personal days)  
43 during a contract year will be reimbursed for one day's pay. Reimbursement  
44 will be made by July 1. If the bargaining unit member elects, with notice to  
45 the Treasurer by the last day of school, payment will be made by separate  
46 check.  
47

1           2. Family Medical Leave Act

- 2
- 3           a.       The board and the Association, on its own behalf and on behalf of the staff
- 4                 members, each reserve any and all rights that they are provided under the
- 5                 Family and Medical Leave Act of 1993 ("FMLA"). Pursuant to the FMLA,
- 6                 the Board may designate leaves of absence provided in this agreement as
- 7                 FMLA leave and otherwise exercise such rights as it may have under the
- 8                 FMLA and Regulations enacted there under with respect to such leave.
- 9
- 10          b.       The FMLA permits qualified employees to receive up to twelve (12) weeks of
- 11                 unpaid leave per year for personal or family medical reasons. During these
- 12                 twelve weeks, the Board will continue to pay the same contribution to the
- 13                 staff member's health insurance contributions as was paid during staff
- 14                 member's active employment. If paid or unpaid leave has been designated as
- 15                 FMLA leave, such leave shall count against a unit member's twelve weeks of
- 16                 FMLA leave.

17

18          3. Maternity/Child Care Leave

- 19
- 20          a.       Eligibility. After two (2) or more years of service in the Marion City
- 21                 Schools, a bargaining group member upon request may be granted a leave of
- 22                 absence without pay for one (1) calendar year plus any remaining portion of
- 23                 the school year which may then be in progress.
- 24
- 25          b.       The maternity leave may begin when verification of pregnancy and an
- 26                 anticipated date of delivery has been established in writing by the attending
- 27                 physician or any time thereafter until the allotted time of sick leave provision
- 28                 has been completed as stated by the attending physician has been verified.
- 29
- 30          c.       Application. Application for maternity leave must be made thirty (30)
- 31                 calendar days prior to the date of the requested leave.
- 32
- 33          d.       Application for Reinstatement. Application for reinstatement with intent to
- 34                 return at the beginning of the next school year shall be made by May 31.
- 35
- 36          e.       Early Termination of Maternity Leave. If the expected child does not
- 37                 survive, the employee may request termination of the leave before the
- 38                 expiration date of the leave. The employee shall request such an early
- 39                 termination of maternity leave in writing to the Superintendent. The request
- 40                 shall be accompanied by a statement of the attending physician verifying that
- 41                 the employee is physically and emotionally able to resume her teaching
- 42                 duties with the Marion City Schools. Early return to duty will be considered
- 43                 only if an opening in the employee's teaching area is available.
- 44
- 45          f.       Reinstatement. Upon return to the employment of the Marion City Schools,
- 46                 the employee shall be returned to the same position that she held at the time
- 47                 her unpaid maternity leave commenced, if available; otherwise to an
- 48                 equivalent position or position in her area of licensure. If there are no

1 positions open in the area of licensure, no new employee will be hired until  
2 the person on leave is returned to active status.

3  
4 4. Adoption Leave

- 5  
6 a. Eligibility. After two (2) or more years of service in the Marion City Schools,  
7 any bargaining group member of the Marion City Schools who is adopting a  
8 child less than six (6) years old, upon request, may be granted an unpaid  
9 leave of absence for one (1) calendar year plus any remaining portion of the  
10 school year which may be in progress.  
11  
12 b. Application. Application for adoption leave must be made thirty (30)  
13 calendar days prior to the date of the requested leave.  
14  
15 c. Application for Reinstatement. Application for reinstatement with intent to  
16 return at the beginning of the next school year shall be made by May 31.  
17  
18 d. Reinstatement. Upon returning to the employment of the Marion City  
19 Schools, the employee shall be returned to the same position that they held at  
20 the time their leave commenced, if available; otherwise to an equivalent  
21 position or a position in their area of licensure. If there are no positions open  
22 in the area of licensure, no new employee will be hired until the person on  
23 leave is returned to active status.  
24

25 5. Personal Leave

- 26  
27 a. Up to a maximum of three (3) unrestricted personal days with pay may be  
28 approved per year for a bargaining group member of the Marion City  
29 Schools.  
30  
31 b. Request for personal leave shall, except in emergencies, be made three (3)  
32 work days in advance of the requested personal leave. Requests for personal  
33 leave of bargaining group members must be approved or disapproved by the  
34 Director of Human Resources.  
35  
36 c. Personal Leave with pay will not be granted on the date immediately prior to  
37 or after vacation periods, on the first or last day of school, or on Parent  
38 Teacher Conference Days except in the following circumstances:  
39  
40 1) Accidents to property,  
41 2) Family emergencies,  
42 3) Acts of God,  
43 4) College graduation (self, spouse, children) – day of event only.  
44 5) Military Active Duty  
45 6) Religious Holidays  
46  
47 d. Personal Leave shall be granted in one-half or one-day increments only.

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- e. Bargaining group members employed for 184 contract days or more who do not use any personal leave ~~as well as any deduct days~~ during a contract year will be reimbursed for one day's pay or given the option to carry-over one (1) day of personal leave to the next contract year. Members using only one personal leave day in any year will be paid \$125.00 at the end of the year but shall have no option to carry over the unused personal leave day. Under no circumstances can the accumulated personal leave exceed four (4) days. The use of one personal leave day for the observance of a religious holiday will not disqualify the member from receiving the benefits of this provision if the member has given notice of the intent to use a personal leave day for the observance of the religious holiday, and the date on which the holiday will be observed, on or before the 2nd Friday in September of each school year.
- f. Decision for payment or carry-over of the personal leave day will be turned in on the last day of school.
- g. If the bargaining group member decides on the per diem reimbursement, payment will be made by July 1.

6. Assault Leave

- a. Any bargaining group member who cannot perform the duties of a teacher because of physical disability due to an assault by a person other than a fellow employee which assault arose out of the member's assigned employment duties shall be eligible for assault leave up to fifteen (15) days, as follows:
- b. Up to five days of assault leave may be used immediately following the assault.
- c. After the use of five consecutive days of assault leave, a bargaining group member suffering continued disability from the assault may use up to an additional ten (10) days of assault leave provided that the disability is documented by a physician's report and approved by the superintendent. A bargaining group member may elect to defer use of the additional ten (10) days of assault leave until the exhaustion of all available sick leave.
- d. A bargaining unit member requesting assault leave will complete and sign an Assault Leave Report form. The member's principal or immediate supervisor shall promptly conduct an investigation to verify the assault.
- e. Medical verification of disability is required for the use of assault leave. Such verification will include a written statement from a licensed physician setting forth the nature and extent of the disability.

- 1 f. Workers' Compensation benefits may be available to bargaining group  
2 members injured by an assault. The right to apply for and receive such  
3 benefits is not limited by this provision provided that paid leave will not be  
4 available for any period for which Worker's Compensation wage benefits are  
5 also received.  
6  
7 g. Assault leave is not deducted from sick leave.  
8  
9 h. The Board of Education may require any bargaining group member  
10 requesting assault leave beyond the initial five day period to undergo  
11 independent medical examination by a physician designated and paid by the  
12 Board for verification of the nature and extent of the disability by written  
13 report from the physician to the Superintendent.  
14

15  
16 7. Military Leave

17  
18 Military leave will be granted to bargaining group members of the Marion City  
19 Schools.  
20

21  
22 8. Professional Meetings

- 23  
24 a. The Board of Education is committed to a Board paid Staff Development  
25 Program to improve the instruction in the Marion City Schools. Related to  
26 this commitment, the Board of Education shall include in its budget monies  
27 for professional meetings.  
28  
29 b. For approved professional meetings, the Board shall reimburse the bargaining  
30 group member for the following:  
31  
32 1) All registration fees.  
33  
34 2) Round-trip mileage at the current rate of reimbursement for in-city  
35 travel allowance if travel is by the bargaining group member's private  
36 auto.  
37  
38 or  
39  
40 Round-trip air fare at coach rates, whichever is less.  
41  
42 3) Lodging to a limit of \$75.  
43

44 Days spent in attending approved professional meetings will not be deducted  
45 from any other type of leave. There shall be a limit of three (3) days except  
46 that additional professional leave days may be approved for professional  
47 activities in the interests of the district.

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- c. Reimbursement shall be made at the next regularly scheduled board meeting provided:
  - 1) The request for reimbursement is in the Administration Center seven (7) calendar days prior to the aforementioned Board meeting.
  - 2) Appropriate documentation accompanies the request for reimbursement (i.e. proof of registration, bill from motel, and airplane ticket, etc.)
- d. Professional leave requests shall be made on the forms attached as Exhibit B. The Association shall be provided with copies of all forms for approved professional leave in excess of three (3) days per year for any bargaining unit member.

9. Leave for Professional Improvement

- a. The Board of Education hereby provides leave for professional improvement.
- b. A bargaining group member, upon written request to the Superintendent and permission of the Superintendent and Board of Education, may be granted a leave for professional improvement for one (1) or two (2) semesters. Such leave shall be according to the following provisions:
  - 1) The bargaining group member shall have a professional or permanent Ohio teaching certificate or professional license and shall have had a minimum of five (5) full years of teaching experience with the Marion City Schools.
  - 2) The bargaining group member shall submit a detailed plan to the Superintendent outlining the proposed professional improvement to take place during the leave period. The application must show the value of the proposed plan to the Marion City Schools and the educational program of the Marion City Schools. Professional improvement leave may be granted for the following purposes:
    - (a) Professional graduate study in the teaching area of the bargaining group member, or guidance and counseling, or educational administration.
    - (b) Professional performance or field experience directly related to the teaching field of the bargaining group member.
    - (c) Professional research or writing in the teaching field of the bargaining group member.

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- 3) Upon conclusion of the leave the bargaining group member must submit evidence to the Superintendent that the plan was followed.
  
- 4) Upon return of the bargaining group member to the Marion City Schools and providing evidence that the approved plan for professional improvement was followed, the bargaining group member shall be paid, in one lump sum the difference between the bargaining group member's base pay for the period of leave and the cost of the bargaining group member's replacement during the leave period, if the replacement cost is less than the base cost of the bargaining group member on leave. Failure to return to the system for one (1) year or failure to submit evidence that the approved plan for professional improvement was followed will mean forfeiture of eligibility for any partial payment.
  
- 5) If the position of a bargaining group member, who has taken an approved professional leave, is not filled during the professional leave period, payment for the professional leave will be calculated as the difference between the starting salary for the bachelor's degree column (BA-0) and the bargaining group member's base pay for the period of the leave.
  
- 6) Application for reinstatement with intent to return at the beginning of the next school year shall be made by June 30. Whenever possible, the bargaining group member returning from leave shall be returned to the same assignment held prior to such leave.
  
- 7) No more than 5% of the bargaining group members who hold professional and permanent Ohio teaching certificates shall be granted leaves for professional improvement at any one time.
  
- 8) A year of professional improvement leave shall count as a year of credit for placement on the salary schedule.
  
- 9) A bargaining group member can take an approved leave for professional improvement no more frequently than once every five (5) years and not a second time when other eligible members have filed a request for such a leave.
  
- 10) Written requests with accompanying detailed plans for such proposed leave shall be filed with the Superintendent no later than April 1st of each year for leave requests for the forthcoming school year.

1 10. Professional Development Voucher Plan  
2

3 The following voucher plan is designed to provide structure of the October In-  
4 service Day. It is an effort to provide a comprehensive staff development program  
5 that is more consistent with what we know about program improvement and  
6 educational change. We are also aware of the need to address individual growth,  
7 building level needs and district concerns as we pursue the alternatives in  
8 restructuring our schools. This proposal provides an alternative delivery system for  
9 the in-service activities scheduled in October.

10  
11 Guidelines  
12

- 13 1. In this proposal the school calendar would reflect COTA day as a vacation  
14 day for all students. This calendar option would allow all certificated staff  
15 members to attend the professional growth activities that are presented by  
16 their organization if they so desired.  
17
- 18 2. In order to receive compensation for this 184th day of the contract, staff  
19 members would be required to participate in six (6) hours of professional  
20 growth activities that reflect the needs and concerns of the district as a whole.  
21 The six hours would be divided into three (3) - two (2) hour sessions outside  
22 of the scheduled school day. The dates and times of these sessions would be  
23 available at the beginning of each school year. Bargaining group members  
24 who miss a scheduled voucher session will be required to make up hours  
25 through an approved alternative professional development options  
26 determined by the building principal.  
27
- 28 3. Failure to complete six (6) hours of professional growth experiences prior to  
29 the end of the voucher period will result in forfeiture and a loss of one day  
30 per diem pay.  
31

32  
33 11. Jury Duty  
34

35 Any bargaining group member serving on jury duty or subpoenaed to testify in  
36 proceedings concerning a student and therefore necessitating his/her absence from  
37 school shall receive his per diem rate. Compensation for jury duty paid by the court to  
38 the bargaining group member shall be submitted by the bargaining group  
39 member to the treasurer within five months of the time of jury duty and the bargaining  
40 group member will maintain per diem salary.  
41

1 Article #18. Teacher's Salary Schedule and Index —2013-2014 and 2014-2015 School  
 2 Years

3  
 4 a. During the term of this agreement teacher salaries will be calculated using  
 5 the following training and experience index:  
 6

STEP	BA	5 YEAR TRAINING	MA	MA +15
0	1.000	1.045	1.100	1.165
1	1.040	1.090	1.155	1.220
2	1.080	1.135	1.210	1.275
3	1.120	1.180	1.265	1.330
4	1.160	1.225	1.320	1.385
5	1.200	1.270	1.375	1.440
6	1.240	1.315	1.430	1.495
7	1.280	1.360	1.485	1.550
8	1.320	1.405	1.540	1.605
9	1.360	1.450	1.595	1.660
10	1.400	1.495	1.650	1.715
11	1.450	1.540	1.705	1.770
12	1.540	1.585	1.770	1.825
13			1.835	1.880
20	1.580	1.630	1.885	1.935
27	1.620	1.675	1.940	1.990

7  
 8 Credit for placement on the Master's Plus 15 semester hours column, ("Master's Plus") must  
 9 be earned after the award of a Master's Degree. Hours necessary to qualify for placement on  
 10 the Master's Plus must be graduate level hours in teacher education courses which hours are  
 11 earned at Colleges and Universities that are approved by the National Council For  
 12 Accreditation of Teacher Education or either graduate or undergraduate level hours earned  
 13 in computer and/or technology classes. Computer and/or technology classes at the Marion  
 14 Technical College are acceptable. Hours earned in undergraduate courses necessary to the  
 15 attainment of certification in additional teaching fields may be credited toward Master's Plus  
 16 placement if coursework is approved by the Superintendent prior to completion.

17  
 18 Once a staff member has qualified for placement on the Master's Plus 15 semester hour -  
 19 column, that placement shall be continued, regardless of any subsequent change in teaching  
 20 assignment.  
 21

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

3  
4 Unless otherwise agreed between the Board and Association, the provisions of Article 17  
5 shall exclusively govern the salary to be paid all bargaining unit members, other than the  
6 payment for supplemental duties assigned pursuant to Article 19 of the Agreement.

7

8

b. Teacher Salary Schedule

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- 10 1) Effective July 1, 2013– a base increase of 3.25%  
11 2) Effective July 1, 2014– a base increase of 2.5%

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TEACHER'S SALARY SCHEDULE 2013-2014 SCHOOL YEAR  
Effective September 1, 2013

Step	Bachelor's Degree	5 Year Training	MA	MA+15
0	33,227	34,722	36,550	38,709
1	34,556	36,217	38,377	40,537
2	35,885	37,713	40,205	42,364
3	37,214	39,208	42,032	44,192
4	38,543	40,703	43,860	46,019
5	39,872	42,198	45,687	47,847
6	41,201	43,694	47,515	49,674
7	42,531	45,189	49,342	51,502
8	43,860	46,684	51,170	53,329
9	45,189	48,179	52,997	55,157
10	46,518	49,674	54,825	56,984
11	48,179	51,170	56,652	58,812
12	51,170	52,665	58,812	60,639
13	51,170	52,665	60,972	62,467
20	52,499	54,160	62,633	64,294
27	53,828	55,655	64,460	66,122

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TEACHER'S SALARY SCHEDULE 2014-2015 SCHOOL YEAR  
Effective September 1, 2014

Step	Bachelor's Degree	5 Year Training	MA	MA+15
0	34,058	35,591	37,464	39,678
1	35,420	37,123	39,337	41,551
2	36,783	38,656	41,210	43,424
3	38,145	40,188	43,083	45,297
4	39,507	41,721	44,957	47,170
5	40,870	43,254	46,830	49,044
6	42,232	44,786	48,703	50,917
7	43,594	46,319	50,576	52,790
8	44,957	47,851	52,449	54,663
9	46,319	49,384	54,323	56,536
10	47,681	50,917	56,196	58,409
11	49,384	52,449	58,069	60,283
12	52,449	53,982	60,283	62,156
13	52,449	53,982	62,496	64,029
20	53,812	55,515	64,199	65,902
27	55,174	57,047	66,073	67,775

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1 c. Salary Upgrade  
2

3 Each bargaining group member who has completed training which would  
4 qualify him or her for a higher salary bracket shall file with the Treasurer by  
5 the fifth day of October (for adjustments to be made at the beginning of the  
6 year, salary adjustment would be retroactive to the start of the contract year)  
7 or the fifth day of February (for adjustments to be made mid-year, salary  
8 adjustments would be based on the number of days remaining in contract  
9 year) satisfactory evidence of completion of such additional training. The  
10 Treasurer shall then place the teacher in the proper salary bracket. Payments  
11 of increase shall begin with the next following pay period following board  
12 action.  
13

14  
15 Article #19. Credit for Teaching Experience  
16

- 17 1. The Board has the discretion to grant experience credit for newly hired certificated  
18 staff up to a maximum of fifteen (15) years previous experience.  
19  
20 2. Unit members who previously taught in the Marion City Schools for more than ten  
21 (10) years, and who returned to the District after resigning from employment with  
22 the Marion City Schools, will be credited for all years of service (over ten years) that  
23 the teacher worked at the Marion City Schools during his/her first term of service.  
24

25 Article #20. Supplemental Pay  
26

- 27 1. Bargaining group members of the Marion City Schools shall be compensated for  
28 supplemental duties according to the following supplemental salary schedule.  
29  
30 a. This schedule is subject to the following stipulations:  
31  
32 1) Bargaining group members holding supplemental contracts shall progress  
33 through the rate range in five equal annual installments, provided that the  
34 service within the supplemental activity has been with the Marion City  
35 Schools. These contracts expire automatically without notification upon  
36 completion of the duties for the current year's program.  
37  
38 2) The Board of Education may, in meritorious cases, move the bargaining  
39 group member through the range at a faster rate than five equal annual  
40 installments.  
41  
42 3) No existing rate range for any supplemental contract shall be reduced once it  
43 has been granted unless there is a diminution in responsibilities.  
44  
45 4) When a supplemental position is vacated by the retirement/resignation of an  
46 individual, the position should be posted for staff members of the Marion  
47 City Schools initially. After this initial posting to Marion City School staff

1 members, a posting can be made to invite individuals not employed by the  
2 schools to apply.

- 3
- 4 5) The Board of Education will have the right to create a new supplemental  
5 position during the term of this master contract, and also establish the salary  
6 level. Furthermore, during the next negotiated contract talks, this salary level  
7 will be negotiated. MEA will be informed of the creation of this position.  
8
- 9 6) If the bargaining group member advances in the supplemental scale there  
10 shall be no decrease in pay.  
11
- 12 7) All extra pay sheets including but not limited to all supplemental contracts,  
13 personal/sick leave bonus, insurance buyout, unused vacation pay, master's  
14 degree bonus and LPDC committee, that are not turned in by the deadline due  
15 date, will no longer qualify as a separate check. The extra pay would then be  
16 included in the regular payroll check.  
17

18 b. Supplemental Salary Schedule

19  
20 Range Positions

21  
22 0 Athletic Trainer, Harding High School

23  
24 I Head Varsity Football  
25 Head Varsity Basketball - Boys  
26 Head Varsity Basketball - Girls  
27 Marching Band Director  
28 Assistant HS Trainer  
29 Harding Singers Director  
30

31 II Head Varsity Wrestling  
32 Head Varsity Baseball  
33 Head Varsity Softball  
34 Head Varsity Soccer - Boys  
35 Head Varsity Soccer - Girls  
36 Head Varsity Volleyball  
37 Asst. Marching Band Director  
38 Head Varsity Track  
39

40 III Assistant Varsity Football  
41 Assistant Varsity Basketball - Boys  
42 Assistant Varsity Basketball - Girls  
43 Assistant Varsity Wrestling  
44 Middle School Technology Coordinator  
45 High School Technology Coordinator  
46

- 1 IV Head Freshman Football
- 2 Head Freshman Basketball - Boys
- 3 Head Freshman Basketball - Girls
- 4 Assistant Varsity Baseball
- 5 Yearbook Advisor
- 6 Assistant Varsity Softball
- 7 Assistant Varsity Track
- 8 Head Freshman Wrestling
- 9 Assistant Varsity Soccer
- 10 High School Newspaper Advisor
- 11 Head Varsity Cross Country
- 12 Assistant Varsity Volleyball
- 13 Weight Room Supervisor
- 14 Summer Academy Coordinator
- 15
- 16 V Varsity Swimming Coach
- 17 Assistant Athletic Director
- 18 Head Varsity Golf
- 19 Head Varsity Tennis - Boys
- 20 Head Varsity Tennis - Girls
- 21 Head Middle School Football
- 22 Head Middle School Basketball - Boys (7 & 8)
- 23 Head Middle School Basketball - Girls (7 & 8)
- 24 Head Middle School Wrestling
- 25 Head Middle School Track
- 26 High School Cheerleader Advisor - Fall
- 27 High School Cheerleader Advisor - Winter
- 28 Freshman Volleyball
- 29 Assistant Freshman Football
- 30 Assistant Varsity Cheerleader Advisor-Fall
- 31 Assistant Varsity Cheerleader Advisor-Winter
- 32 Assistant Cross Country
- 33 HHS Bowling Coach
- 34
- 35 VI Assistant Middle School Football
- 36 Head Middle School Volleyball
- 37 Middle School Cheerleader Advisor - Fall
- 38 Middle School Cheerleader Advisor - Winter
- 39 Stardusters Director
- 40 Head Middle School Soccer
- 41 Assistant Freshman Wrestling
- 42 Assistant Varsity Swimming
- 43 Freshman Cheerleader Advisor - Fall
- 44 Freshman Cheerleader Advisor - Winter
- 45 Assistant Middle School Volleyball
- 46 Middle School Cross Country

- 1 Assistant Middle School Track
- 2 Assistant HS Tennis
- 3 Assistant HS Bowling
- 4 Elementary Boys BB Coordinator
- 5 Elementary Girls BB Coordinator
- 6 Middle School Assistant Wrestling Coach
- 7 Middle School Baseball Coach
- 8 Middle School Softball Coach
- 9
- 10 VII Marching Band Drill Team Director
- 11 Pep Band Director
- 12 Drama Director/Musical
- 13 National Honor Society Director
- 14 Harding High School Senior Class Advisor
- 15 Marching Band Color Guard Director
- 16 Rufus Director
- 17
- 18 VIII Choreographer - Musical
- 19 Set Director – Musical
- 20 Musical – Middle School
- 21 Prom Coordinator
- 22 Orb Literary Advisor
- 23 Harding High School Junior Class Advisor
- 24 Academic Challenge
- 25 Mock Trial Advisor
- 26 Harding Singers Choreographer
- 27 Marching Band Percussion Director
- 28 FCCLA (Family Living Club) (2)
- 29 High School Department Heads (6)
- 30 (English, Math, Science, Social Studies, Spec. Ed., and Non-cores)
- 31 Middle School Department Heads (6)
- 32 (English, Math, Science, Social Studies, Spec. Ed., and Non-cores)
- 33
- 34 IX Musical Vocal Director
- 35 Musical Orchestra Director
- 36 Multi-Cultural Club Advisor
- 37 District Coordinators (4)
- 38 (Art, Music<sup>1</sup>, Phys. Ed. and Media)
- 39 Musical Accompanist-High School
- 40 Notes:
- 41 Co-Coaches
- 42 Head Coach and Assistant Coach Salaries combined and divided equally.
- 43
- 44

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<sup>1</sup> Two-thirds of the supplemental compensation may be paid for high/middle school music and one-third for elementary music.

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Supplemental Pay Scale

Effective September 1, 2013

Range		Step 1	Step 2	Step 3	Step 4	Step 5
0	6,978 – 7,642	0.21 6,978	0.215 7,144	0.22 7,310	0.225 7,476	0.23 7,642
I	5,649 – 6,313	0.17 5,649	0.175 5,815	0.18 5,981	0.185 6,147	0.19 6,313
II	3,821 – 4,486	0.115 3,821	0.12 3,987	0.125 4,153	0.13 4,320	0.135 4,486
III	2,824 – 3,489	0.085 2,824	0.09 2,990	0.095 3,157	0.10 3,323	0.105 3,489
IV	2,492 – 3,157	0.075 2,492	0.08 2,658	0.085 2,824	0.09 2,990	0.095 3,157
V	1,994 – 2,658	0.06 1,994	0.065 2,160	0.07 2,326	0.075 2,492	0.08 2,658
VI	1,661 – 2,326	0.05 1,661	0.055 1,827	0.06 1,994	0.065 2,160	0.07 2,326
VII	1,495 – 2,160	0.045 1,495	0.05 1,661	0.055 1,827	0.06 1,994	0.065 2,160
VIII	1,163 – 1,827	0.035 1,163	0.04 1,329	0.045 1,495	0.05 1,661	0.055 1,827
IX	665 – 1,329	0.02 665	0.025 831	0.03 997	0.035 1,163	0.04 1,329

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Supplemental Pay Scale

Effective September 1, 2014

Range		Step 1	Step 2	Step 3	Step 4	Step 5
0	7,152 – 7,833	0.21 7,152	0.215 7,322	0.22 7,493	0.225 7,663	0.23 7,833
I	5,790 – 6,471	0.17 5,790	0.175 5,960	0.18 6,130	0.185 6,301	0.19 6,471
II	3,917 – 4,598	0.115 3,917	0.12 4,087	0.125 4,257	0.13 4,428	0.135 4,598
III	2,895 – 3,576	0.085 2,895	0.09 3,065	0.095 3,236	0.10 3,406	0.105 3,576
IV	2,554 – 3,236	0.075 2,554	0.08 2,725	0.085 2,895	0.09 3,065	0.095 3,236
V	2,043 – 2,725	0.06 2,043	0.065 2,214	0.07 2,384	0.075 2,554	0.08 2,725
VI	1,703 – 2,384	0.05 1,703	0.055 1,873	0.06 2,043	0.065 2,214	0.07 2,384
VII	1,533 – 2,214	0.045 1,533	0.05 1,703	0.055 1,873	0.06 2,043	0.065 2,214
VIII	1,192 – 1,873	0.035 1,192	0.04 1,362	0.045 1,533	0.05 1,703	0.055 1,873
IX	681 – 1,362	0.02 681	0.025 851	0.03 1,022	0.035 1,192	0.04 1,362

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

Marching Band Director, Assistant Marching Band Director, Trainer, Harding Singers Director, High School Newspaper Advisor, Yearbook Advisor, Stardusters Director, Pep Band Director, Jacob's Well Advisor, Junior Class Advisor, Senior Class Advisor.

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

4  
5 Payment for supplemental contract services so rendered will be made in a one-time  
6 lump sum payment as follows:

7  
8 Fall Activities November 15 - 30<sup>2</sup>  
9 Winter Activities March 15 - April 7  
10 Spring Activities During June

11  
12 Tournament Extended Time Pay

- 13  
14 1. Coaches or advisers of sports or activities who must qualify to participate in high  
15 school state tournaments shall be paid an additional stipend for such  
16 qualifications in a separate check. The stipend will be granted to all varsity and  
17 varsity assistants who are the coaches of the team or individuals and are  
18 responsible for the achievements of the team or individual as determined by the  
19 athletic director.  
20  
21 2. For high school coaches or advisers that have automatic entry into the state  
22 tournament, the additional stipend shall only be paid after the team advances  
23 beyond the first (non-bye) round of the tournament. Since football does not have  
24 automatic entry into the OHSAA tournament, football coaches will be paid for  
25 qualifying in the first round of the OHSAA football play-offs.  
26  
27 3. Coaches/advisers will be paid for each practice or contest, excluding those held  
28 on Sunday, as submitted on a post-season stipend form and approved by the  
29 athletic director. The stipend will be paid for a maximum of five (5) weeks.  
30  
31 4. When music/activity groups (marching band, pep band, and cheerleaders)  
32 perform at post-season athletic events, the directors/advisers would be paid the  
33 additional per diem stipend for the actual day of the contest only.  
34  
35 5. A review committee consisting of three (3) representatives appointed by the  
36 association and three (3) representatives appointed by the Superintendent will  
37 review this provision of the contract annually before August 1, if requested. The  
38 purpose of the review committee will be to determine if inequities exist in this  
39 provision of the contract and to discuss possible solutions.  
40  
41 6. Holders of supplemental contracts eligible to receive tournament incentive pay  
42 include all positions listed below:  
43  
44  
45

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<sup>2</sup> Including Summer Weight Room Supervision.

	<u>Range</u>	<u>Positions</u>
1		
2	0	Athletic trainer
3		
4	1	Head Varsity Football
5		Head Varsity Basketball-Boys
6		Head Varsity Basketball-Girls
7		Marching Band Director
8		Assistant High School Trainer
9		
10	2	Head Varsity Wrestling
11		Head Varsity Baseball
12		Head Varsity Softball
13		Head Varsity Soccer-Boys
14		Head Varsity Soccer-Girls
15		Head Varsity Volleyball
16		Asst. Marching Band Director
17		Head Varsity Track
18		
19	3	Asst. Varsity Football
20		Asst. Varsity Basketball-Girls+Boys
21		Asst. Varsity Wrestling
22		
23	4	Asst. Varsity Baseball
24		Asst. Varsity Softball
25		Asst. Varsity Track
26		Asst. Varsity Soccer
27		Head Varsity Cross Country
28		Asst. Varsity Volleyball
29		
30	5	Varsity Swimming Coach
31		Head Varsity Golf
32		Head Varsity Tennis-Boys+Girls
33		High School Cheerleader-Fall+Winter
34		Asst. Varsity Cheerleader Adviser
35		Asst. Cross Country
36		HHS Bowling Coach
37		
38	6	Asst. High School Tennis
39		Assistant HS Bowling
40		Assistant Varsity Swimming
41		
42	7	Marching Band Drill Team Director
43		Pep Band Director
44		Marching Band Color Guard Director
45		
46	8	Mock Trial Advisor

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9 Marching Band Percussion Director

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

<u>Range</u>	<u>Pay</u>
0	\$20 per day
1	\$20 per day
2	\$17 per day
3	\$14 per day
4	\$13 per day
5	\$12.50 per day
6	\$8.50 per day
7	\$7.00 per day
8	\$6.00 per day
9	\$5.00 per day

8. Scouts would be available for certain team sports (football, basketball, baseball, softball, volleyball, and soccer) after HHS teams win the first round of the OHSAA team sponsored tournaments. For the scouting assignment, scouts would be paid at Range 4. No more than three (3) scouts would be paid for all possible opponents at each level of tournament play. To be paid a scout would have to be a current school employee.

Additional Duty Stipends

Stipends may be paid for additional duties which are outside the scope of supplemental contract duties or regular teaching assignments of bargaining unit members provided the Association is first notified of: 1) the identity of the member to be paid the stipend, 2) the duties to be assigned, 3) the anticipated duration of the assignment, and 4) the amount of the stipend. Stipends may not be used to enhance salary or supplemental contract compensation.

Article #21. Retirement Pay

1. Each bargaining group member of the Marion City Schools shall receive payment based on his daily base rate of pay at retirement for one-third (1/3) of his accrued but unused sick leave at retirement up to a maximum accrual of one hundred fifty (150) days. In addition, retiring bargaining group members shall receive an additional day's pay, up to a maximum of five (5) total days, for each full year of perfect attendance at the Marion City Schools. This amount shall be paid to the bargaining group member in a separate paycheck by September 15 of the retirement year.

1 2. Longevity Retirement Pay

2  
3 For those bargaining group members accumulating more than 120 days of sick leave  
4 and who provide an official letter of retirement by the 1st of April of the year in  
5 which they will retire, longevity retirement pay will be granted as follows (in the  
6 same paycheck as the payment from Section #1 above):  
7

- 8 a. Those who have served their last 10 years in the Marion City Schools will be  
9 granted two more days of retirement pay.  
10  
11 1) If they have served the last 15 years in the Marion City Schools - 5  
12 days  
13  
14 2) If they have served the last 20 years in the Marion City Schools - 6  
15 days  
16  
17 3) If they have served the last 25 years in the Marion City Schools - 9  
18 days  
19  
20 4) If they have served the last 30 years in the Marion City Schools - 10  
21 days  
22  
23 b. An official leave of absence granted by the Marion City Board of Education  
24 or disability retirement as approved by the State Teacher's Retirement System  
25 will count as service credit for longevity retirement days pay purposes. In  
26 other words, an official leave of absence or disability retirement will not  
27 break service credit for retirement longevity days.  
28  
29

30 Article #22. S.T.R.S. Pick-up

31  
32 The Marion City Board of Education agrees to pick up (assume and pay)  
33 contributions to the State Teacher's Retirement System upon behalf of the employees  
34 in the bargaining group on the following terms and conditions:  
35

- 36 1. The amount to be picked up and paid on behalf of each employee shall be one  
37 hundred percent (100%) of the employee's contribution. The employee's  
38 annual compensation shall be reduced at no cost to the Board for federal and  
39 state tax purposes only by an amount equal to the amount picked up and paid  
40 by the Board.  
41  
42 2. The pick-up percentage shall apply uniformly to all members of the  
43 bargaining group.  
44  
45 3. No employee covered by this provisor shall have the option to elect a wage  
46 increase or other benefits in lieu of the employer pick-up.

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Article #23. Direct Deposit

All bargaining group members hired on or after July 1, 2007 shall be paid by direct payroll deposit.

Article #24. Authorized Payroll Deductions

1. The following payroll deductions are required for all employees of the Marion City Schools:
  - a. Federal Withholding Tax (personal income tax)
  - b. State of Ohio Income Tax
  - c. City of Marion Income Tax
  - d. Employee's proportion of retirement system contributions
  - e. Medicare
  
2. The following payroll deductions are authorized as being optional on the part of the employee and must be authorized by the respective employee in advance of the deduction on the prescribed forms within the prescribed timelines:
  - a. Employee portion of health, major medical, and/or term life insurance costs will be deducted from the first two pay periods of each month.
  - b. Dues to Association  
  
(Annually authorized dues to the Marion Education Association will be made in twenty-two (22) equal deductions, commencing with the third (3) pay check, and monies will be transmitted promptly to the Marion Education Association. Payroll deduction of dues shall be made on the same schedule as insurance deductions are made.)
  - c. Marion United Way
  - d. Annuities  
  
Board Selection of 403 (b) Investment Providers

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

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

- A. The investment provider that offers such Code section 403(b) tax-sheltered annuities to execute a reasonable service agreement, information sharing agreement, hold harmless agreement and agree to use ING’s Plan with Ease and common remitter service. In addition, other similar agreements, as determined at the discretion of the District, that protects the District from any liability under Code section 403(b), other provisions of the Internal Revenue Code and any other applicable federal or state law which may result from procurement of the annuity and
- B. Designation of such agent, broker or company by at least 10 employees.
- C. Enrollment for annuities deduction can only be changed four times a year. On the following schedule:
  - By August 15<sup>th</sup> effective the first pay in September
  - By November 15<sup>th</sup> effective the first pay in December
  - By February 15<sup>th</sup> effective the first pay in March
  - By May 15<sup>th</sup> effective the first pay in June

(Enrollment for annuities deductions can only be changed four times a year. Annuities deductions will be made in the first two pay periods of each month.

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

f. I.R.A.

(Sign up requirements shall be the same as Annuities.) I.R.A. deductions will be from 24 of the 26 pay periods. In those months that

1 have 3 pay periods, deductions will be made in the first 2 pay periods  
2 each month. In order that any financial institution or any new  
3 investment program of a financial institution be approved for I.R.A.  
4 deductions there must be evidence submitted to the Treasurer that at  
5 least ten (10) employees of the Marion City Schools will participate in  
6 the proposed new program or financial institution.  
7

8 g. Corporate America Federal Credit Union  
9

10  
11 Article #25. Summer School  
12

13 Bargaining group members employed to teach summer school shall be  
14 compensated at the rate of \$22.00 per hour.  
15

16 Article #26. Tutors and Home Instruction Teachers  
17

18 Tutors and home instruction teachers employed on an "as needed" basis will  
19 be compensated at the rate of \$15.00 per hour for the hours assigned and  
20 worked.  
21

22 Tutors and home instruction teachers employed on a regular basis for 36  
23 hours per week or more will be compensated at an hourly rate equivalent to  
24 what they would earn on the regular teacher's salary schedule.<sup>3</sup>  
25

26 No tutor or home instruction teacher will be eligible for sick leave or  
27 insurance benefits.  
28

29 All tutor employment contracts will be either on an "as needed" basis or one  
30 year limited contracts which will automatically come to an end at the close of  
31 the school year for which they were issued without Board action of non-  
32 renewal or notice.  
33

34 Experience as a tutor or home instruction teacher will not count for years of  
35 teacher service for placement on the salary schedule or tenure eligibility.  
36

37 Tutors and Home Instructors employed on an as needed basis, and those  
38 employed less than thirty-six (36) hours per week will not be subject to a fair  
39 share fee. Tutors and Home Instructors working thirty-six (36) or more hours  
40 per week will be subject to a fair share fee.  
41

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<sup>3</sup> As used in this Article, reference to number of hours of work per week means that number of hours that an employee is regularly scheduled to work in a week. That number is not changed by the fact that circumstances may occasionally require an employee to actually work a greater number of hours than the scheduled number of work hours.

1 Article #27. Insurance

2  
3 The Board of Education's share of the employee's insurance cost shall be as  
4 follows:

5  
6 PLAN I 90% of the total monthly premium cost of the Medical,  
7 Dental, and \$5,000 Life package.

8  
9 PLAN II \$20,000 term life insurance plus Dental Insurance (Class I-  
10 IV). The Board pays \$15.10 per month for the life insurance, individual  
11 dental and vision plans. The Board pays \$30.54 for the family life insurance,  
12 family dental, and family vision plans.

13  
14 PLAN III \$25,000 Term Life Insurance plus vision (100% paid by the  
15 Board).

16  
17 Stipulations:

- 18  
19 1. Plans I and II include dental coverage (Class I-IV).  
20  
21 2. Any teaching employee can select either Plan I, Plan II, or Plan III.  
22  
23 3. Any bargaining group member employed on less than a 100% time  
24 contract shall have the Board's share of insurance paid proportionately  
25 to their percentage of employment.  
26  
27 4. If both spouses are employed with the Marion City Schools, both  
28 spouses may not select Plan I (family) or one spouse may select Plan I  
29 (family) and the other spouse may select Plan III, but not receive  
30 vision benefit.  
31  
32 5. Teachers on a Board of Education approved leave of absence from the  
33 Marion City Schools may continue their coverage on Plans I, II, and  
34 III at their own cost during their approved leave.  
35  
36 6. The Board pays the full premium cost for the vision plan included in  
37 Plans I - III.  
38  
39 7. The Board and the Association agree to have a district wide standing  
40 insurance committee. This committee will be comprised of at least 8  
41 members, four (4) representing the Association and four (4)  
42 representing the Board, and others as invited by the committee. The  
43 purpose of the committee will be to study and manage insurance  
44 coverage, benefits, cost and related issues. This committee will make  
45 recommendations by consensus to the parties.  
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8. Buyout  
  
\$3,000 per year to drop family coverage  
\$1,000 per year to drop single coverage

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

The buyout is effective each contract year and will automatically expire at the end of the insurance contract (01/01) unless the parties specifically agree in writing to continue the buyout (completing and returning the buyout enrollment form prior to November 1<sup>st</sup> and each year thereafter).

Employees eligible for the buyout are those that are currently enrolled in the insurance plan and agree to drop their coverage or who are currently participating in the buyout program.

Employees, who drop their coverage and receive the buyout, can only enroll in the insurance plan during that contract year if they lose their other coverage due to a qualifying event, as defined by federal law.

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

Payment will be made in a lump sum payment in a separate check between November 15th-November 30th of the year following the year it is earned.

Employees who rejoin the plan during the year, due to a qualifying event, will have their buyout pro-rated.

Article #28. College Tuition

The Board of Education will provide subject to the limitations listed below the following support for college credit completed:

\$125 for each quarter hour of college credit or \$175 per semester hour.

1. The bargaining group member shall have taught at least one consecutive year in the Marion City Schools immediately preceding the term of enrollment and has returned to teach immediately following the semester or quarter enrollment.
2. The bargaining group member shall have received the prior approval of the Superintendent of Schools or his designee.

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- 3. The maximum number of hours for which reimbursement will be given to any bargaining group member will be six (6) hours per quarter or four (4) hours per semester.
- 4. Reimbursement will be made for no more than six quarter hours or four semester hours during the entire school year for any one bargaining group member.
- 5. The bargaining group member must take the course work in his area of certification or in other work approved by the Board of Education.
- 6. The maximum amount that is available for this function of staff development is \$45,000 for each contract year. Applications will be taken on a first come - first served basis.
- 7. Only work taken at colleges and universities approved for accreditation of teacher education will be eligible for tuition reimbursement approval. A list of Ohio accredited colleges and universities approved for teacher education will be available in each school office. This list will be updated at the beginning of each school year.
- 8. The Board may suspend college tuition payments for any year in which it has been certified by the Auditor of State as having a projected cash flow deficit in connection with an Emergency School Assistance Loan. All previously approved college tuition payments will be paid. Upon repayment of any Emergency School Assistance Loan, the operation of this Article will be restored.
- 9. If a Bargaining Unit Member remains employed by the District for three (3) consecutive years after completion of a masters degree program, he/she will receive a \$250 one-time bonus, payable in a separate check in July. Teachers completing their masters degree program after June 1, 1999 are eligible. The bonus must be applied for by the teacher. Only one masters degree per person is eligible for the bonus.

Article #29. Tuition Waiver

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

1 Article #30. Admission to Extra-curricular Activities

2  
3 Each bargaining group member will receive one yearly pass for themselves  
4 and one pass for their spouse at no expense to all Marion City Schools extra-  
5 curricular activities. The pass must be presented at time of admission and  
6 passes are non-transferable. If a bargaining group member provides a pass to  
7 an unauthorized person, the pass(es) is subject to being revoked.  
8

9 Article #31. Seniority

10  
11 1. Definitions

12  
13 Seniority is the length of continuous service in the district measured from the most  
14 recent date of hire.

15  
16 2. Accrual of Seniority

- 17  
18 a. Seniority begins to accrue on the first day of work as a district employee and  
19 continues for each day that the employee is on active pay status or is  
20 receiving Workers' Compensation by reason of an injury as a  
21 district employee.  
22  
23 b. Time spent on inactive pay status such as, for example, absence from duty by  
24 reason of unpaid leave or contract suspension (layoff) shall not be added to  
25 seniority but shall not constitute a break in seniority.  
26  
27 c. Seniority ends when the member leaves the employment of the district. Non-  
28 renewal or resignation followed by re-employment for the following year,  
29 with no break in actual service, will not end accrued seniority.  
30

31 3. Equal Seniority

- 32  
33 a. A tie in seniority shall occur when two (2) or more employees have the same  
34 amount of seniority credit as determined by the seniority list. Ties will be  
35 broken based on the earliest of the following:  
36  
37 1) The first day of actual work in the district.  
38  
39 2) The date of the Board action approving the contract of employment.  
40  
41 3) The earliest date of service as a substitute teacher in the district prior  
42 to regular teaching employment.  
43  
44 4) By the flip of a coin.  
45

46 4. Annual Seniority List

47  
48 Each year prior to November 1, the Board will develop and provide to the  
49 Association President a seniority list. The seniority list will include each bargaining

1 unit member employed under a continuing contract in descending order of seniority.  
2 Members employed under limited contracts will be listed below continuing contract  
3 members, also listed in descending order of seniority. The list will reflect all teaching  
4 certificates held by each member.  
5

6 The Association will notify each member of the seniority list. Any challenge to the  
7 placement of any member on the seniority list must be presented to the  
8 Superintendent or designee, in writing no later than November 30. If no challenge is  
9 made to the seniority list it will be considered final.  
10

11 Any change to the seniority list resulting from a challenge will be provided to the  
12 Association President not later than Jan 31.  
13

14 Article #32. Fair Share Fees

15  
16 1. Payroll Deduction of Fair Share Fee  
17

18 The employer shall deduct from the pay of members of the bargaining unit who elect  
19 not to become or to remain members of the Association, a fair share fee for the  
20 Association's representation of such non-members during the term of this Contract.  
21 No non-member filing a timely demand shall be required to subsidize partisan  
22 political or ideological causes not germane to the Association's work in the realm of  
23 collective bargaining.  
24

25 2. Notification of the Amount of Fair Share Fee  
26

27 Notice of the amount of the annual fair share fee, which shall not be more than 100%  
28 of the unified dues of the Association, shall be determined by the Association to the  
29 Treasurer of the Board on or about December 15th of each year during the term of  
30 this Contract for the purpose of determining amounts to be payroll-deducted, and the  
31 employer agrees to promptly transmit all amounts deducted to the Association.  
32

33 3. Schedule of Fair Share Fee Deductions  
34

35 a. All Fair Share Fee Payers  
36

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

- 41  
42 1) Thirty (30) days employment in a bargaining unit position  
43  
44 2) January 15th  
45

46 Said deductions shall be made in as near as possible equal deductions from  
47 those pay periods remaining in the school year (through August).

1           4. Upon Termination of Membership During the Membership Year

2  
3           The Treasurer of the Board shall, upon notification from the Association that  
4           a member has terminated membership, commence the deduction of the fair  
5           share fee with respect to the former member, and the amount of the fee yet to  
6           be deducted shall be the annual fair share fee less the amount previously paid  
7           through payroll deduction. The deduction of said amount shall commence on  
8           the first pay date occurring on or after forty-five (45) days from the  
9           termination of membership.

- 10  
11          5. Any fair share fees due at the conclusion of employment will be deducted from the  
12          final pay of the employee. In no event will the Board be liable for any fair share fee  
13          amount.

14  
15          6. Transmittal of Deductions

16  
17          The employer agrees to accompany each transmittal with a list of the names of the  
18          bargaining unit members for whom all such fair share fee deductions were made, the  
19          period covered, and the amounts deducted for each.

20  
21          7. Procedure for Rebate

22  
23          The Association represents to the employer that an internal rebate procedure has  
24          been established in accordance with Section 4117.09(C) of the Revised Code and  
25          that a procedure for challenging the amount of the representation fee has been  
26          established and will be given to each member of the bargaining unit who does not  
27          join the Association and that such procedure and notice shall be in compliance with  
28          all applicable state and federal laws and the Constitution of the United States and the  
29          State of Ohio.

30  
31          8. Entitlement to Rebate

32  
33          Upon timely demand, non-members may apply to the Association for an advance  
34          reduction/rebate of the fair share fee pursuant to the internal procedure adopted by  
35          the Association.

- 36  
37          9. As a condition of the Board agreeing to fair share fee, the Association will annually  
38          contribute a portion of the fair share fees to the local MEA scholarship fund.

39  
40  
41          Article #33. Faculty Substitutes

- 42          1. Bargaining group members who assume the duties of another staff member during  
43          his/her preparation and/or conference period shall be compensated for the additional  
44          duty at the rate of: Five dollars (\$5.00) for 30 minutes; Seven dollars and fifty cents  
45          (\$7.50) for 45 minutes, and Ten Dollars (\$10.00) for an hour. Time will be rounded  
46          up to the next quarter hour.

- 1       2. At the beginning of each semester teachers who want to volunteer for substituting  
2       shall put their name on a list in each building indicating what period(s) they are  
3       available. If a bargaining group member agrees to have their name placed on the list,  
4       it is understood that they are expected to comply if asked to cover a class by an  
5       administrator unless there are extenuating circumstances.  
6
- 7       3. If no substitute is available in a particular situation the principal has the right to  
8       select and assign teachers to substitute duty, without regard to seniority.  
9
- 10      4. The principal must sign the pay slips before they are turned in for payment. Pay slips  
11      should be turned in at the end of each semester. Payment will be made in regular  
12      payroll check soon after the end of the semester.  
13
- 14      5. Nothing in this Article is intended to require that the administration use a faculty  
15      substitute in any particular situation, nor does it prevent an administrator from  
16      covering a class instead of using a faculty substitute.  
17

18      Article #34. Local Professional Development Committee  
19

- 20      1. There shall be a Local Professional Development Committee (LPDC) consisting of  
21      up to eleven (11) members who are employees of the Marion City Board of  
22      Education. Six members shall be members of the bargaining unit and shall be  
23      appointed by the President of the Marion Education Association. Terms of  
24      bargaining unit members shall be two (2) years. The President of MEA or his  
25      designee will be a permanent member of the LPDC.  
26
- 27      2. There will be up to five (5) non-bargaining unit members of the LPDC who will be  
28      appointed by the Superintendent. Terms of non-bargaining unit members shall be  
29      two (2) years. The Superintendent or his designee will be a permanent member of  
30      the LPDC.  
31
- 32      3. Standing members of the committee will receive the total number of hours to meet  
33      the voucher requirement. Alternate members of the committee will receive voucher  
34      hours for every hour served. A stipend of \$707 will be paid to standing members,  
35      except for the Superintendent, by separate check in June of each year. The stipend  
36      will increase on October 1 of each year by the same percentage that the base salary  
37      increases for that year.  
38
- 39      4. Vacancies shall be filled in the manner of original appointment. The LPDC shall  
40      meet once monthly and at other times as may be determined.  
41

42      Article #35. Member Evaluation  
43

- 44      1. Purpose  
45      a. To assess a member's work performance.  
46

- b. To help the member to achieve improved knowledge and skills in performance of the work assignment.
- c. To constitute the basis for personnel decisions including advancement, reassignment, continuing contract status, or contract non-renewal, reduction in force or termination.

2. Evaluation Committee

The Association and the Board agree to a joint Evaluation Committee for the purpose of creating, revising and monitoring the components of a new system for the evaluation of members as defined in Article I, Recognition in the Marion City Schools. The components of the new evaluation system have been developed by the committee include but are not limited to an evaluation framework, procedures, processes, and all forms and other tools that are used by the member's evaluator or that an evaluated member is required to complete as part of the evaluation per addendum 1.

- a. The composition of the evaluation committee shall be appointed by the Association president and have one member from every building and specials represented. The Board shall be represented by the principals and DSC administrator who are involved with teaching and learning.
- b. Association committee members will serve for the implementation of years (2013-2015). Association committee members shall serve staggered terms of three (3) years with the first association committee member's term ending in 2015. Consecutive terms are permissible.

3. Operational Procedures

- a. The evaluation committee shall be chaired jointly by an evaluation committee member from the Association and an evaluation committee member from the Board.
- b. Evaluation committee members will receive training in the state adopted Evaluation Framework model prior to beginning their work and will receive ongoing training during their work.
- c. The evaluation committee will establish by mutual agreement a meeting calendar and timeline for work completion.
- d. Evaluation committee agendas will be developed jointly by the co-chair persons of the evaluation committee.
- e. All decision of the evaluation committee will be made by majority. The Board and Association shall develop an equal number of voting members.

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- f. The evaluation committee may establish subcommittees to assist with the work.
  - g. Subcommittees will be jointly appointed by the Superintendent/designee and the Association President/designee.
  - h. The evaluation committee shall be authorized to utilize consultant(s) (examples are but not limited to Educational consultants, software consultants, credentialing trainers, etc.) as it deems appropriate. The cost, if any, will be borne by the Board.
  - i. By July 2014 the evaluation committee will review the results of the new evaluation system and discuss possible adjustments.
4. Student Learning Objectives
- a. The Evaluation Committee will serve as the Student Learning Objective approval team for the duration of this contract. This will allow each building to develop multiple resources for the Board and Association.
  - b. The evaluator will determine the level of growth the association member achieved with their students.
5. Compensation
- a. Association members of the evaluation committee will receive release time for evaluation committee work and training including but not limited to the development, implementation, revision and monitoring of the evaluation system. Association members will be compensated for any work during non-scheduled days or after the regular workday.
6. Secretarial Support
- a. The Marion City Schools will provide secretarial support and assistance to the evaluation committee. Responsibilities may include but are not limited to note taking, copying, committee notification, communications, distribution of materials and other duties as needed.
7. Committee Authority
- a. The evaluation committee shall not have the authority to negotiate wages, hours or terms and conditions of employment.
  - b. The evaluation committee is responsible to jointly develop, revise and monitor the member evaluation system. The components of the new

1 evaluation system to be developed by the evaluation committee include but  
2 are not limited to an evaluation framework, procedures, processes,  
3 definitions, all forms and other tools.  
4

5 c. Recommendations for any needed modifications to the evaluation system will  
6 be formally suggested in writing by the evaluation committee to the  
7 Association President and Superintendent no later than June 30 of the  
8 preceding year in order to be considered for the next academic year. The  
9 evaluation committee will include the specific rationale for recommended  
10 changes.  
11

12 d. All modifications to the adopted evaluation system will be subject to  
13 Ratification by the Board and the Association through a memorandum of  
14 understanding during the term of this Contract.  
15

16 e. In the event of legislative action by the Ohio General Assembly that  
17 materially affects this topic, the parties to the Agreement agree to a  
18 memorandum of understanding to make the appropriate adjustments.  
19

20 Article #36. Non-Discrimination  
21

22 The Board and the Association agree that the board's policies and practices affecting  
23 members and the Association's representation of the interests of members shall be  
24 without discrimination based on membership in the Association, race, color, national  
25 origin, creed, gender, sexual orientation, marital status, handicap, age, genetic  
26 information, military status, or the free exercise of any right guaranteed by law,  
27 government regulation under the law, or by this negotiation agreement.  
28

29 Article #37. Non-Teaching Duties  
30

31 Members may be required by the Building Principal to attend meetings outside the  
32 regular (7.25) hour school day, provided such meeting does not exceed one (1) hour  
33 beyond the regular day. Only one (1) such meeting may be scheduled per month that  
34 exceeds the regular workday.  
35

36 Article #38. Professional Dress and Appearance  
37

38 Members are expected to dress in a professional manner appropriate to the subject  
39 matter being taught. Occasional casual dress days in each building will be  
40 determined by the building administrator. Members, who after reasonable written  
41 notice, refuse to conform to the requirements of this provision, may be subject to  
42 discipline.  
43

44 Article #39. Resident Educator Program  
45

46 A. Purpose

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

5  
6 B. Definitions

7  
8 1. Resident Educator Program

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

13  
14 2. Resident Educator Mentor

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

18  
19 3. Resident Educator

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

22  
23 4. Resident Educator Coordinator

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

26  
27 5. Formative Assessment

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

33  
34 6. Lead Mentor

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

40  
41 C. Resident Educator Mentor

42  
43 1. Qualifications

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

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- b. A Resident Educator Mentor must be trained to act as a Mentor through the Ohio Department of Education Mentoring program (training paid by BOE).
- c. A Resident Educator Mentor must hold a valid teaching certificate/license and meet all other qualifications established by the Ohio Department of Education.
- d. A Resident Educator Mentor must have demonstrated the ability to work cooperatively and effectively with the bargaining unit members and have extensive knowledge of a variety of classroom management and instructional techniques.

2. Selection

- a. A bargaining unit member interested in the leadership role of Resident Educator Mentor to a Resident Educator shall notify the Mentor coordinator and Building Administrator in writing no later than June 1 of the school year prior to the year in which they wish to serve as a Resident Educator Mentor.
- b. A teacher who is requested to become a Mentor has the option to decline the position.
- c. It is the responsibility of the administration to assign a Mentor to every resident educator.

3. Responsibilities

- a. The Resident Educator Mentor shall carry out the Resident Educator Program in conjunction with the Resident Educator rules, regulations, and guidelines developed by ODE.
- b. The Resident Educator Mentor does not have a formal evaluative role. Any assessments that are evaluative in nature shall not be performed by the Resident Educator Mentor.
- c. During the first year of the mentoring process the maximum number of Resident Educators a Resident Educator Mentor can have is two. After the first year of the mentoring process the maximum number of Resident Educators a Resident Educator Mentor can have is three.

D. Resident Educator

1. Assignment of Resident Educator Mentor

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- a. The Resident Educator Mentor and his/her assigned Resident Educator shall be provided the opportunity to meet during the new teacher orientation which will be held prior to the beginning of the school year.
- b. The Resident Educator will be matched with a Resident Educator Mentor in the same subject and/or grade level when available. If such an assignment is not possible, a Resident Educator Mentor who is closest to the Resident Educator's grade and/or subject area in which he/she is licensed and is assigned to the same building as the Resident Educator will be assigned. The final assignment is the Building Administrator's responsibility.

E. Resident Educator Coordinator

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

F. Confidentiality of the Mentoring Process

- 1. All interaction, written or oral, between the Resident Educator Mentor, Resident Educator, and the Resident Educator Coordinator shall be regarded as confidential.
- 2. The Resident Educator Mentor-Resident Educator relationship shall be solely for the purpose of formative assessment. No information obtained in this relationship shall serve as a basis for any summative evaluation of the Resident Educator's performance.
- 3. No information, written or oral, gained through the Mentoring process, shall be used in any employment or re-employment decision by the Board and shall be confidential between the Resident Educator Mentor, Resident Educator, and Resident Educator Coordinator.

G. Compensation

- 1. Each Resident Educator Mentor/Lead Mentor/Mentor Coordinator will be assigned a supplemental contract.
- 3. Resident Educator Mentor(s), Lead Mentor, and the Resident Educator Coordinator shall be provided board-paid ongoing professional development related to the mentoring process.

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H. Program Review

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

Article #40 Student Teachers

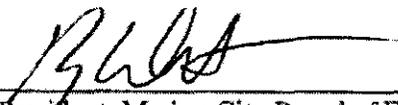
All colleges and universities will contract directly with the Board for student teacher participation in the Marion City Schools. The participating college or university will make all cash payments or tuition certificates payable to the Board. Cash payments and/or tuition credits will be first available to the cooperating teacher for classroom materials or tuition reimbursement. If not used by the cooperating teacher, the funds can be designated to a person in the building, or added to the general tuition fund Article #27. This will be in addition to Article #27.3.

Article #41 Duration of Agreement

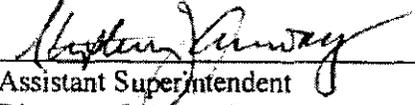
1. This agreement between the Marion Education Association and the Marion City Board of Education shall be effective at 12:01 a.m., October 1, 2013, and shall be in full force and effect until midnight on September 30, 2015.
2. Those articles and paragraphs of articles of this agreement not made a subject of negotiation by either party at the next subsequent opening of this agreement for negotiations shall become a part of the next subsequent agreement between the parties without change or modification.
3. All unfair labor practices will be dropped as a result of this ratified agreement.

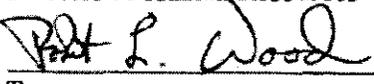
  
 \_\_\_\_\_  
 President, MEA

  
 \_\_\_\_\_  
 Vice-President, MEA

  
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 President, Marion City Board of Education

  
 \_\_\_\_\_  
 Superintendent

  
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 Assistant Superintendent  
 Director of Human Resources

  
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 Treasurer

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**Grievance Form**  
Marion City Schools  
Marion, Ohio

**Informal Step**

**Step I**

An informal meeting was held prior to the formal written grievance being submitted.

\_\_\_\_\_  
Grievant's Signature

\_\_\_\_\_  
Supervisor's Signature

\_\_\_\_\_  
Name of person (s) claiming grievance

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date of filing:	Date of Principal's or Supervisor's response:
Date of event or beginning of condition constituting basis for this claim:	

Description of event or conditions which is the basis of the alleged grievance: \_\_\_\_\_  
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Provision of Agreement, administrative rule or regulation allegedly violated, misinterpreted or misapplied:  
(refer to specific item)

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Signature of Claimant

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**Grievance Form**  
Marion City Schools  
Marion, Ohio

**Step II**

Name of person(s) claiming grievance: \_\_\_\_\_  
\_\_\_\_\_

Date of filing:	Date of Principal's or Supervisor's response:
Date of event or beginning of condition constituting basis for this claim:	

Description of event or conditions which is the basis of the alleged grievance: \_\_\_\_\_  
\_\_\_\_\_  
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Provision of Agreement, administrative rule or regulation allegedly violated, misinterpreted or misapplied:  
(refer to specific item)  
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\_\_\_\_\_  
Signature of Claimant

Response of Principal or Supervisor:  
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Signature of Principal or Supervisor

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**Grievance Form**  
Marion City Schools  
Marion, Ohio

**Step III**

Name of Appellant(s)

Date of appeal:	Date of Assistant Superintendent's response:
Date of Principal's or Supervisor's response::	

Reasons why action taken by the principal or supervisor was not satisfactory to the appellant(s): \_\_\_\_\_

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Specific provision of Agreement, administrative rule or regulation allegedly misinterpreted or misapplied:

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\_\_\_\_\_  
Signature of Appellant(s)

\_\_\_\_\_  
Date of conference with principal and appellant

Response of Assistant Superintendent:

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Signature of Assistant Superintendent