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NEGOTIATED AGREEMENT

BETWEEN

MARION LOCAL EDUCATION ASSOCIATION

AND

MARION LOCAL BOARD OF EDUCATION

JULY 1, 2014

THROUGH

JUNE 30, 2017

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ARTICLE I

PROFESSIONAL NEGOTIATIONS AGREEMENT

SECTION I - PREAMBLE

It is the purpose of this contract to establish an agreement between the Marion Local Board of Education and the Marion Local Education Association, which will make it possible to provide the best education for the children of the community through cooperative efforts to resolve matters of mutual concern.

SECTION II - RECOGNITION

A. The Marion Local Board of Education recognizes the Marion Local Education Association/OEA/NEA as the sole and exclusive representative of the Instructional Staff. This includes all classroom teachers, special teachers, (art, remedial reading, music, physical education, etc.), project directors, department heads, guidance counselors, librarians, and other certificated employees of the local Board of Education who do not have evaluative authority with respect to membership in the Association. The Board agrees not to negotiate with anyone or group of the Instructional Staff other than the Marion Local Education Association for the duration of this agreement.

Nothing shall be written into this agreement to restrict or deny to any member of the instructional staff individual rights provided by law.

B. Recognition of rights shall entitle the Association to the following:

1. Use of all faculty bulletin boards for Association information; exclusive organization right to install organization's bulletin boards in faculty workrooms.

2. Payroll deduction of membership dues.

3. Announcements at faculty meetings.

4. Use of public address systems for Association announcement according to school procedure.

5. Distribution of faculty bulletins to Association members according to normal school procedure.

6. Board of Education agenda (2 copies) and minutes of each Board of Education official meeting (1 copy).

7. A courtesy table at all Board of Education meetings (minimum 3 chairs).

SECTION III - MANAGEMENT RIGHTS

Marion Local Board of Education (the Board)

The Association recognizes that the Board is the legally constituted body responsible for the management, direction, and control of all the public schools of the Board and employees and other personnel employed by the Board and for the determination of all resolutions, policies, practices, procedures, rules, and negotiations governing any and all aspects of the Board's school district except as restricted by this agreement.

These rights and responsibilities include, but are not limited to, the following except as restricted by Federal and State Statute and this Master Contract agreement.

1. To determine all matters of managerial policy which include, but are not limited to, areas of discretion or policy such as the functions, services, and programs of the district;

2. To hire, appoint, evaluate, promote, assign, reassign, schedule, reschedule, Transfer, layoff, recall, train, or retrain employees; to discipline, suspend, terminate or non-renew pursuant to ORC Sections 3319.16 and 3319.11, 3319.111 and this contract.

3. To direct, supervise, and manage the work force, to determine the efficiency and effectiveness of the work force, to determine the size, composition, and adequacy of the work force; and to select the personnel by which district operations shall be carried out;

4. To maintain or increase the efficiency and/or effectiveness of district services;

5. To take actions to carry out the mission of the district as a governmental unit.

SECTION IV - NEGOTIATIONS PROCEDURE

A. Directing Requests

Either the Association or the Board may initiate negotiations for a successor agreement by submitting a written request for negotiations no later than 60 calendar days prior to the expiration of the contract. If neither party submits such a request in a timely fashion, the contract shall be deemed extended for another year. Requests initiated by the Association shall be directed to the Superintendent, acting as the representative of the Board. Requests initiated by the Board shall be directed from the Superintendent to the President of the Association. The written request for professional negotiations meetings shall include:

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1. Date of writing.
2. Statement of purpose for meeting.
3. Name, address and phone number of the person to contact representing the requesting party to arrange a mutually satisfactory time for the initial negotiations meeting.

A written reply shall be sent by the receiving party within 10 days to the official representative of the requesting party. This written reply shall include:

1. Date of writing.
2. Recognition of request for negotiations.
3. List of items to be negotiated by the receiving party.
4. Time, place and date of agreeable initial negotiations meeting.

B. The 30 Day Negotiations Period

1. The professional negotiations meeting shall be for a period not to exceed 30 days. All meetings shall be completed within this time period unless extended by mutual agreement.

2. Negotiations shall commence by the parties exchanging complete written proposals on all items to be negotiated fourteen (14) days before the initial negotiations meeting. The first meeting shall be held within thirty (30) days after the initial request to bargain unless a later date is established by mutual agreement. Access to the initial proposals shall be restricted to the negotiating teams prior to the initial negotiations meeting. No new matters shall be introduced for consideration during the course of this negotiations meeting without mutual consent of both teams.

3. Negotiation team members shall be released from their normal school duties to attend professional negotiations meetings without loss of pay with no reprisal or punitive actions.

4. Professional negotiation meetings shall be a closed session.

5. During the course of negotiations, items agreed to shall be reduced in writing and initialed by representatives of each negotiation team and set aside.

6. Each negotiation team shall have no more than six members unless mutually agreed upon. Three members shall sit at the table and three shall act as observers.

7. No other person or persons shall be present during the professional negotiations meeting unless mutually agreed upon by members of both negotiation teams.

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8. Either team may declare a recess when it appears that meaningful progress cannot be attained. A recess can only commence after mutual agreement for the time and place for the continuation of the negotiations has been determined and item agreement (see No. 5) has been followed. A recess shall be for no more than 72 hours, unless extended by mutual consent.

9. Either team may call for a caucus at any time. A caucus shall not be for longer than 30 minutes unless an extension is mutually agreeable to both teams.

10. Prior to and during the period of the professional negotiations meeting, the Board and Association agree to provide to the other upon written request and in a reasonable time period, essential information available concerning financial resources of the district and such other information as will assist the respective negotiations teams in developing intelligent, accurate, and constructive programs that will be in the best interest of all parties concerned, with a quality educational program.

11. Members of the respective negotiations team have the power and authority to negotiate. Such powers shall include the authority to make proposals, counter proposals, and tentative agreement.

12. All sessions of the professional negotiations meeting shall be in "good faith".

13. While negotiations are in process, news releases may be made. Said releases may be in writing and each team may have a copy of the statement prior to release.

SECTION V - AGREEMENT

When agreement is reached on all items being negotiated, a final written copy shall be submitted to the Association and the Board of Education before the next regularly scheduled Board meeting for ratification.

The final written copy will contain the following:

1. Terms of the agreement.
2. Effective date of the agreement.

When approved by both parties, it shall be signed by their respective presidents. When applicable, provisions will be reflected in the individual contract or statement of conditions of service as submitted to employees.

Copies of the contract shall be reproduced and distributed to all members of the instructional staff by the Superintendent.

SECTION VI - IMPASSE

A. **Responsibilities**

The parties pledge themselves to negotiate in good faith and in the event of failure to reach agreement, to utilize in good faith such mediatory facilities as are or may be provided.

B. **Mediation**

In the event parties are unable to reach agreement, at any time prior to 45 days before the expiration date of this agreement, and having declared impasse, either may call for mediation. The Mediator may be selected by a joint letter being written by the parties to this agreement and sent to the Federal Mediation and Conciliation Service (FMCS) requesting the appointment of a Mediator.

The Mediator shall have the right to hold meetings with the negotiating parties in seeking to effect a resolution to the disagreement(s) in accordance with the rules and regulations of the FMCS.

In the event the members of the Joint Negotiation Committee are unable to reach agreement within ten (10) days of the expiration of the existing Agreement, then the Exclusive Representative shall have the right to proceed in accordance with Section 4117.14D(2) of the Ohio Revised Code.

It is agreed that this impasse procedure supersedes and replaces the impasse procedure contained in Chapter 4117 of the Ohio Revised Code.

C. **Expenses**

The expenses of the mediator, if any, shall be shared equally by the parties.

SECTION VII - PROVISIONS CONTRARY TO LAW

This contract supersedes and prevails over all statutes of the State of Ohio (except as specifically set forth in Section 4117.10(A), Revised Code), all Civil Service Rules and Regulations, Administrative Rules of the Director of State Personnel and all policies, rules, and regulations of the Employer. However, should the State Employment Relations Board or any Court of competent jurisdiction, determine, after all appeals or times for appeal have been exhausted, that any provision herein is unlawful, such provision shall be automatically terminated but all other provisions of the Contract shall remain in full force and effect.

The parties shall meet within ten (10) days upon request of either party after the final determination to bargain over its impact and to bring the Contract into compliance.

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SECTION VII - GENERAL PROVISIONS

A. **Individual and Rights**

1. Fair Practice Clause - The Marion Local Education Association agrees to admit staff to membership without discrimination on the basis of race, creed, color, national origin, sex, marital status, or handicap.

2. Instructional Staff has the right to join any organization for their professional or economic improvement.

3. No reprisal shall be taken by or against any bargaining unit member for participating in association activities.

SECTION IX - DEFINITIONS

Association means the Marion Local Education Association and its affiliated organization(s), OEA/NEA, which is the exclusive bargaining agent for the bargaining unit.

Board means the Marion Local School District Board of Education that is party to this agreement.

Days mean calendar days except when otherwise indicated in this Agreement.

District means the employer known as the Marion Local School District Board of Education.

Employee means a person who is a member of the bargaining unit as defined in Article I of this Agreement.

Employer means the same as "District."

Immediate Supervisor means the supervisor to whom the employee (teacher) directly reports.

NEA means the National Education Association.

MLEA means the Marion Local Education Association.

OEA means the Ohio Education Association.

Teacher means the same as Employee, i.e., a member of the bargaining unit.

Negotiations (or to negotiate) - To confer, discuss, propose, consider, and counter-propose, in good faith, in an effort to reach mutual agreement on items under consideration.

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30 Day Negotiations Period - The 30 day period of time when negotiations is recognized to be taking place between representatives of the Board and Association as provided in this procedure or as altered by mutual agreement in accordance with the provisions of this procedure.

Professional Negotiations Meeting, - The actual conferring of the representatives of the Local Board of Education and the Local Education Association.

Negotiations Team - The body of official representatives of the Local Board of Education or the Local Education Association.

Closed Session - A meeting with admittance to be limited to the discretion of the participants calling the meeting or the provisions for such a session as provided in this negotiations procedure.

Recess - The period of time between professional negotiations meetings once the negotiation period has commenced. A professional negotiation meeting shall not be recessed for a period longer than seventy-two (72) hours, unless mutually agreed by both negotiation teams.

Caucus - A limited break in the professional negotiation meeting of not more than thirty (30) minutes.

News Release - A report on the status of negotiations, given directly to public news media personnel, i.e., the newspaper, radio or television news bureaus.

Impasse - A deadlock on a given item(s) being negotiated. Impasse is reached when no further change of position by the members of the negotiations teams is taking place and agreement is not reached.

Good Faith - Good faith involves coming to the table with the intention of negotiating, not of dogmatically pursuing preconceived stands. Good faith requires that the Association and the Board be willing to react to each other's proposals. If a proposal is unacceptable to one of the parties, the party is obligated to give its reasons. Good faith requires both parties to recognize negotiations as a shared process.

The obligation of the representatives of the Board and the Association to meet for the purpose of professional negotiations does not compel either party to agree to a proposal or require the making of a concession.

SECTION X

The Negotiations Procedure set forth in this Article constitutes the entire dispute settlement procedure mutually agreed to by the parties.

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ARTICLE II
GRIEVANCE PROCEDURE

Definitions

1. A "grievance" shall be defined as an alleged violation, misinterpretation or misapplication of the contract.

2. An "aggrieved person" or "grievant" is the person(s) making the allegation. The Association may file grievances based upon alleged violations of Article I, Section III, Recognition of Rights.

   Although the individual making the allegation must pursue the grievance through Level One, the Association has the right to pursue grievances beyond Level One that are no longer being pursued by the individual.

3. A "party in interest" is the person(s) making the allegation and any person who might be required to take action or against whom action might be taken to resolve the allegation.

4. Day shall mean calendar days. However, in computing any time period set forth in Article 4, if the deadline to take any action required herein (e.g. file a grievance or respond to a grievance) occurs on Saturday, Sunday, holiday, calamity day, or during spring or winter break, then the deadline to take the action shall be extended to the next day which is not Saturday, Sunday, holiday, calamity day or during spring or winter break.

5. The "appropriate supervisor" shall be defined as the principal of the building at which the grievance occurred. The building principal may include the assistant principal in meetings called for in this procedure.

Initiation and Processing

Informal Level

1. The grievant will first discuss the grievance with his or her appropriate supervisor, either individually or through the Association's school representative, or accompanied by the representative, with the objective of resolving the matter informally.

Level One

1. If the grievant is not satisfied with the disposition of the grievance at the informal level, he or she may file a written grievance with his or her appropriate supervisor within fifteen (15) days following the act or condition which is the basis of the grievance. The appropriate supervisor shall arrange and hold a hearing within fifteen

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(15) days of receipt of the grievance. Within five (5) days of the conclusion of the hearing, the appropriate supervisor shall forward his or her response, in writing, to the grievant and his/her representative.

Level Two

1. Within five (5) days of receipt by the grievant of the decision rendered by the appropriate supervisor, such decision may be appealed to the superintendent. The appeal shall include (a), a copy of the grievance, and (b), a statement that the grievance is being appealed.

2. The appeal shall be heard by the superintendent within twenty (20) days of its receipt.

3. Within ten (10) day of hearing the appeal, the superintendent shall communicate to the grievant and his or her representative, a written decision, including supporting reasons. A copy of the decision shall be sent to the chairman of the grievance committee.

Level Three

1. If an aggrieved person is not satisfied with the decision concerning his/her grievance at Level Two, he/she my, within five (5) days after the decision is rendered, refer such grievance in writing to the Board for a formal hearing in executive session at its next or succeeding regularly scheduled meeting.
2. The parties in interest shall have the right to include in the representation such witnesses and representatives as they deem necessary to develop facts pertinent to the grievance.
3. The Board shall, within five (5) days after the formal hearing, render its decision in writing.

Level Four

1. A grievance which is not considered to be resolved at the level of the Board of Education (Level Three) under the grievance procedure set forth above may be submitted to binding arbitration by the Association. The MLEA president will appoint a committee of five (5) members approved by the superintendent to vote on whether or not the grievance will move on to arbitration. Notice of intent to appeal to arbitration must be sent to the American Arbitration Association by the Association, with a copy to the Superintendent, within five (5) days of receipt by the grievant of the Superintendent's decision.

2. The selection of the arbitrator and the conduct of the hearing shall be pursuant to the Voluntary Rules of the American Arbitration Association. The arbitrator shall have no authority to add to, modify, or disregard any of the terms of the contract, and

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shall be limited to interpreting the contract. The decision of the arbitrator shall be binding. Costs of the arbitrator shall be split by the parties. The parties shall not be permitted to assert any grounds in arbitration, if such ground was not disclosed to the other party prior to the appeal to arbitration, or to assert any evidence known but not disclosed prior to the appeal to arbitration.

General Procedures

1. Failure at any step of this procedure to communicate the decision in writing on a grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

2. At all levels of a grievance after it has been formally presented, at least one (1) member of the Association's grievance committee shall attend any meetings, hearings, appeals, or other proceedings required to process the grievance.

3. Upon selection and certification by the Association, the Board shall recognize a grievance representative in each building and an Association grievance committee of five (5) members.

4. Any party in interest may be represented at all stages of the grievance procedure, except arbitration, by a person of his own choosing other than a representative or officer of any competing teacher organization. When a teacher is not represented by the Association, the Association shall have the right to be present and to state its views at all stages.

5. An individual employee is at liberty to present, process, and settle a grievance without intervention or representation by the Association if the settlement is consistent with the terms of the agreement, except that no grievance may be submitted to arbitration without the consent of, and representation by, the Association.

6. All communications, regarding grievances, shall be reduced to writing and hand-delivered or mailed by certified mail, return receipt request. The Employer shall provide the Association with copies of all communications to the grievant regarding the grievance.

7. No reprisals shall be taken against any employee at any time without prejudice,

8. A grievance may be withdrawn by the grievant at any time without prejudice.

ARTICLE III

EMPLOYMENT PRACTICES

A. Teacher's Personnel File

Personnel folders for each teacher will be kept in the Central Office. New teachers will be responsible for seeing that the following information is sent to the Central Office for inclusion in the folders:

1. A completed application form.
2. Teaching certificate from the Ohio State Department of Education. This certificate will be photo-copied and returned to the teacher.
3. Social Security number.
4. Withholding tax information (in Treasurer's office)
5. Transcript of college credits.
6. Record of previous sick leave. (in Treasurer's office)
7. BCI criminal background check.

Copies of the necessary forms are available in the Central Office.

Any member of the Instructional staff may have access to his/her personnel folder at any time.

Teachers shall have the right to submit a written commentary to any material placed in the file and such written comment shall be attached to the item in the file. Except in cases where a teacher's actions warrant otherwise, materials not contained in personnel records shall not be used by the administration to evaluate or recommend the non-renewal or termination of a teacher.

The examination of a teacher's file shall be limited to persons authorized by law.

Upon request, a teacher and a member of the administration shall periodically review and update his/her personnel file. Obsolete and irrelevant material will be discarded by mutual agreement.

When there is an addition or deletion to a teacher's personnel file, the teacher shall be notified and upon request will receive a copy.

Building Principals shall maintain building level personnel files which shall contain performance related materials such as evaluative documentation. Such building files will be subject to the above mentioned rights and restrictions. Any bargaining unit members new to the district hired after the 1986-87 school year must renew any certificates which they possessed at the time of employment.

Any bargaining unit member hired before the 1987-88 school year will keep in force all

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certificates which permitted them to fulfill both their 1986-87 and 1987-88 teaching assignment. Requirements for upgrading will not apply to certification used for only one of the two years. Requirements are met if a new certification allows a teacher to fulfill his/her teaching assignment.

All personnel information shall be maintained with such accuracy, relevance, timeliness, and completeness as is necessary to assure fairness in any determination made with respect to the staff member on the basis of the information.

B. Transfer and Assignments

1. ASSIGNMENT

a. Specific teaching assignments are made by the superintendent. Teaching assignments are for one year only and may be changed by the superintendent. Teachers shall not be assigned outside the scope of their certification. Non-degree teachers shall not be employed by the Board unless permitted by State Board standards or Ohio Revised Code.

2. VOLUNTARY TRANSFERS

a. Regular staff members may request a change in position annually by letter to the superintendent.

b. In acting on requests for voluntary transfers, the superintendent will follow the Individual Qualifications in the order listed below.

1. Individual Qualifications
   - i. Determined by present certification/licensure.
   - ii. Evaluator's appraisals – based on written evaluations as performed in accordance with Article III, Section M, as well as an interview between the Superintendent and the interested staff members.
   - iii. Seniority within the district.
   - iv. Experience in similar positions.
   - v. Total years of certification/licensure experience (number of years teaching under a specific certificate/license).
   - vi. Point in process of gaining certification/licensure.

3. INVOLUNTARY ASSIGNMENTS

a. A teacher shall be notified in writing twenty-five (25) days prior to the beginning of school, except in emergency situations, of any involuntary assignment. The written notification shall include the reasons for the transfer.

b. In making involuntary assignments, the following considerations apply:

1. Individual Qualifications
   i. Determined by present certification,
   ii. Point-in process of gaining certification,
   iii. Experience in similar positions,
   iv. Evaluator's appraisals,
   v.. Total years of certification experience,
   vi. Seniority within the district.

C. Vacancies

Notices of vacancies and new positions within the certificated staff shall be electronically sent to employee's district email. No vacancy shall be filled until after ten (10) calendar days after the initial posting, except in August, when vacancies may be filled after five (5) working days of the notice being posted.

D. Reduction in Force

1. Attrition
   To the extent possible, the number of staff members affected and/or adversely affected by a reduction in force and the extent of such effects will be kept to a minimum by not employing replacements for employees who retire, resign, go on leave of absence for whose limited contracts are not renewed for reasons other than reduction in force.

2. Reasons for Reductions
   When the Board of Education determines that it is necessary to reduce the number of positions necessary as a result of lack of sufficient operating funds, decreased enrollment of pupils, meaning a lesser number of students in: (a) the entire district, (b) building or buildings within the district, and (c) a particular academic program or curriculum area of study, return to duty of regular teachers after leaves of absence, suspension of schools, or territorial changes affecting the district for financial reasons and/or any other reason set forth in ORC 3319.17, the president of the Association will be consulted and given an opportunity for input at least thirty (30) calendar days prior to the implementation of a reduction.

3. Suspension - Renewal Suspension

   If staff reduction is deemed necessary for any of the above reasons and all other provisions of this section have been fulfilled, then the reduction shall be made as follows:

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Reductions shall be made by suspension of existing limited contracts and/or necessary suspension of continuing contracts. Reductions by suspension of contract may result in partial contract. Those contracts to be suspended and/or renewal suspended will be selected as follows:

4. Least Senior Reduced and Displacement
Reductions in a teaching field or assignment will be made by selecting the person lowest on the seniority list for that area of certification who is currently assigned to such a position. A staff member so affected may elect to displace any less senior staff member in an area of certification for which the more senior staff member is also certificated provided the election does not result in partial contracts.

Affected staff members electing displacement shall notify the Superintendent, in writing, of his/her election within seven (7) days of the receipt of notification of contract suspension.

5. Notification of Anticipated Reduction in Force

If the employer determines a RIF may occur, the Employer shall notify the President of the Association in writing, not less than thirty (30) days prior to the date the RIF is to be implemented. The notification shall include the reason(s) for the position(s) to be reduced, eliminated, or not filled; the name(s) of the employees to be affected, the date of intended Employer action to implement the RIF and the effective date of the RIF.

The Employer shall develop and provide the President of the Association with a RIF list of potentially affected employees which shall be based on seniority and contract status within areas of certification, and/or license.

6. Limitations

No substitute staff member(s) except for those hired for less than sixty (60) days in one school year, or any other person new to the system will be hired except where:

a. There are no staff member(s) on layoff qualified to fill a vacant position or who become qualified by retraining, or

b All qualified staff member(s) on layoff decline the offer to fill the vacancy.

c. Substitute staff members will not accrue seniority.

No transfer or reassignment shall be made during a period of RIF with the intent to prevent the recall of an employee on layoff status.

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7. Employee Rights While on Reduction

Staff on layoff will have the following rights:

a. Any teacher on continuing contract when reduced under ORC 3319.17 will be recalled first in order of seniority for any position they are properly certified.
b. If vacancies cannot be filled by such tenured staff, then qualified non-tenured staff shall be recalled in order of seniority.

Each teacher shall remain on the RIF list for 38 months from his/her last day of Active service in the system.

Reduced staff members may, for the period required by law, (COBRA) elect to continue participation in any or all of the group insurance plans available to regular employees by remitting the premiums to the appropriate insurance carrier. Such employees will be informed of the premium due date.

8. Notification of Recall

It shall be the responsibility of each affected staff member to notify the Board of any change in certification. If an employee receives additional certification the employee must notify the Board prior to the first day of August for employment for the subsequent school year.

The Board shall give written notice of an offer of re-employment by sending a registered or certified letter to the Association President and to all qualified said staff at their last known address. Such notification shall also contain the seniority list for the areas of certification being recalled. Any senior eligible staff member that fails to accept the offer of re-employment in writing within fifteen (15) calendar days from the date said offer is delivered at the last known address of the staff member, shall be removed from the recall list. The most senior of those responding will be given the vacant position. Any vacancies which occur after July 10 will require teachers to respond within ten (10) calendar days.

9. Status Upon Recall

Upon acceptance of the notification to resume active employment status, a staff member on the recall list will return to active employment status with the same seniority he/she enjoyed at the time of layoff. Such staff member will be placed on the salary schedule in accordance with their respective training and experience at the time of recall.

E. Seniority

1. Seniority Defined

Seniority shall mean the length of continuous employment as a certificated employee under a regular contract and shall begin to accrue from the first day worked in such a position.

Seniority shall accrue for all time an employee is on active pay status or is receiving worker's compensation benefits.

Time spent on inactive pay status (unpaid leave or layoff) shall not contribute to the accrual of seniority but shall not constitute a break in seniority.

Full-time employees shall accrue one (1) year of seniority for each year worked as determined by the minimal full-time standard for the position to which the staff member is assigned.

Part-time employees shall accrue seniority pro-rated against the minimal full-time standards as set forth above.

2. Equal Seniority

A tie in seniority shall occur when two (2) or more employees have the same amount of seniority credit as determined by the application of the seniority provisions above.

Ties in seniority shall be broken by the following method to determine the most senior employee:

The employee with the earliest date of hire as determined by the date of the Board meeting at which the staff member was hired, and then the date the staff member signed his/her initial contract in the district and then;

Giving preference to teachers with the greatest, if any, prior bargaining unit service in the district; and then;

if a tie still remains;

By lottery, with the most senior being designated as the employee whose name is drawn first, etc. The procedure shall be implemented in the presence of a designated association representative.

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3. Superseniority

For layoff purposes only, employees employed under continuing contract shall have greater seniority than employees employed under limited contract.

4. Loss of Seniority

Seniority shall be lost when an employee retires or resigns, is discharged for cause, or otherwise leaves the employment of the Employer.

5. Posting of Seniority List

In addition to the posting provisions required under the reduction in staff provisions, the seniority list shall be provided annually to the Marion Local Education Association President by October 29 of each work year.

F. Complaints Against Teachers

1. Procedure

Regardless of what level or manner in which a complaint is made against an employee, all complaints shall initially be reduced to writing and referred to the lowest level of this procedure. This shall include any complaints made at public board meetings or initially lodged with board members.

Level I - Building Principal

All complaints lodged against employees should first be referred to and resolved by the building principal/supervisor. The employee shall be provided a copy of the complaint as soon as possible after it has been filed.

Level 2 - Superintendent

If efforts to resolve the complaint do not lead to understanding or resolution of the problem at the Level one, the complaint shall then be submitted to the superintendent.

Level 3 - Board of Education

If efforts to resolve the complaint do not lead to understanding or resolution of the problem at Level 2, it may be submitted to the Board of Education. Such meeting may be held in executive session of the Board.

General Provisions

Pursuant to this procedure, the employee shall be notified and/or invited to any meeting where the complainant has indicated that they have secured professional representation of his/her interests. In the event the complainant has secured counsel, the employee

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may have up to five (5) days to obtain representation before such meeting takes place.

Conference regarding such complaints shall be private. The employee may be accompanied by representative(s) of their choosing.

Any material placed in the teacher's folder must meet the conditions of Article III of Professional Personnel Files.

G. Family and Medical Leave Act

Bargaining unit members shall be entitled to a leave of absence under the Family and Medical Leave Act of 1993. The School District shall grant such leave in accordance with the rules promulgated under that act. Any contractual unpaid leave may be granted upon request at the expiration of those granted under the Family and Medical Leave Act. Return from any unpaid leave shall be under the same terms as those provided for under the Family and Medical Leave Act. The rights provided under the Family and Medical Leave Act are stated within Board policy.

For the purposes of determining eligibility, the employee's contract date shall be the anniversary date.

H. Instructional and Extra-Curricular Load (Class Size)

Insofar as possible, the teaching load shall be distributed evenly among the staff. Teachers will be notified of schedule and class size 25 days prior to- the beginning of school.

Mutual concerns involving, but not limited to, staffing, special education inclusion, discipline, and scheduling shall be discussed through the Professional Management Council (Terms of Agreement).

Selections for extra-curricular supervisors, which are non-athletic related positions, will be handled by the Local Superintendent and Principal with the agreement of the Board of Education. The extra duty pay scale would apply.

Principals will notify personnel when they are to be involved with extra duties prior to the beginning of the school year.

I. Contracts-Limited

1. Contract Sequence

All full-time teachers who are appointed for the first time will be appointed to a one-year contract. After serving an initial one-year limited contract, a teacher

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may be rendered another one-year limited contract. The next year, the teacher may be rendered a two-year limited contract. After completing a two-year limited contract, a teacher may be rendered a three-year limited contract.

Part-time teachers shall be eligible for one-year limited contracts upon initial appointment. After serving an initial one-year limited contract, parttime teachers may be rendered another one-year limited contract. The next year, the part-time teacher may be rendered a two-year limited contract. Part-time teachers are not eligible for continuing contracts. Part-time teachers shall be defined as those individuals who work ¾ or less time.

2. Non-Renewal Procedure

   a. If a teacher's performance is questionable, he shall be notified in writing by the principal prior to February 1 in the year his/her contract is to expire. A conference or conferences will be scheduled and the teacher will be given an opportunity to correct the condition. The teacher shall have the right to representation at the above-mentioned conferences(s).

   b. The teacher must be notified in writing, at least 10 days prior to the April board meeting, that the principal will recommend non-renewal of the teacher's contract.

   c. A teacher so notified shall have an opportunity to appear before the Board in executive session if he or she directs a request to the Treasurer at least five (5) days prior to the April board meeting.

   d. All Board reviews will be limited to the following personnel:
      1) Board of Education
      2) Superintendent
      3) Principals of interest
      4) Two (2) representatives of the teacher
      5) The teacher subject to non-renewal

   e. The Treasurer of the Board shall serve notice of non-renewal subsequent to the Board action on or before April 30.

   f. This procedure supersedes the procedure set out in ORC 3319.1 1.

J. Contracts-Continuing

1. Any teacher employed by the Board who will become eligible for a continuing contract for the succeeding year, and/or expiration of the current limited contract, shall provide written notice to the Superintendent that the teacher is eligible for a continuing contract after the beginning of the school year but no later than January

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15 of the school year in which their current limited contract with the Board shall expire. This notification must include written documentation supporting the teacher's claim for continuing contract. It is the teacher's responsibility to maintain and track all documents necessary to be approved for continuing contract. A teacher may withdraw his/her request for a continuing contract at any time prior to Board action.

2. Failure to notify the Superintendent by January 15 shall be a waiver of the teacher's eligibility for the continuing contract for the following school year. If the teacher fails to notify the Board and the teacher is reemployed, he/she may be given a one (1) year limited contract for the following school year rather than a continuing contract. To be eligible for a continuing contract for the following year, the teacher must follow the timelines established in Paragraph one (1) above.

3. If a teacher reaches eligibility during the term of a multi-year limited contract, the teacher may still notify the Board of his/her eligibility and the Board may grant the teacher a continuing contract.

4. A teacher becomes eligible upon satisfaction of one of the following:

    1. Teacher has been employed by the board for a period of two (2)years and the teacher has previously attained continuing contract status in another Ohio public school district.
    2. Teacher has been employed in the school district three (3) of the last five (5) years and has a professional certificate.
    3. Teacher has been employed in the school district three (3) of the last five (5) years and has a professional license, and if the teacher held his/her master's degree at the time of the issuance of the initial license, the teacher has completed six (6) semester hours of graduate coursework in the area of licensure or in an area related to the teaching field since the initial issuance of the certificate or license, or if the teacher did not have their master's degree at the time of the initial issuance of their license or certificate, the teacher has completed thirty hours of graduate coursework in the area of licensure or in an area related to the teaching field since the issuance of the initial license or certificate.
    4. Upon receiving the notice from a teacher that he/she is eligible for continuing contract and after having completed the evaluations of the teacher as required by Article III, M, if the Board believes that the teacher is in need of further professional development, the Superintendent may recommend the issuance of a one (1) year extended limited contract to the teacher. If the Superintendent intends to recommend an extended limited contract, the Superintendent must advise the teacher, in writing, of the reasons for this recommendation and shall meet with the teacher upon the teacher's request.

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5. A teacher may withdraw this request any time prior to Board action on his/her request.

6. The provisions of this Section are intended to, and shall supersede and replace any conflicting provisions of Ohio Revised code Section 3319.07, 3319.11, 3319.111, 3319.22, Chapter 3301-24 of the Ohio Administrative Code and any and all other provisions of the Ohio Revised Code or Ohio Administrative Code governing the issuance and granting of continuing contracts.

K. Termination of Contract

The termination of continuing or limited contracts shall be governed by ORC 3319.16.

L. Resignation

A teacher desiring to resign should do so in writing as early as feasible. A teacher may submit a written resignation, effective at the end of the current school year, at any time before the 10th of July. Such resignation is automatically effective. A resignation after the 10th of July must be approved by the Local Superintendent and acted upon by the Board of Education before it becomes effective.

M. Teacher Evaluation

3220 - STANDARDS-BASED TEACHER EVALUATION

The Board of Education is responsible for a standards-based teacher evaluation policy which conforms to the framework for evaluation of teachers as approved by the State Board of Education and aligns with the "Standards for the Teaching Profession" as set forth in State law.

The Board adopts the Ohio Teacher Evaluation System ("OTES") model as approved by the State Board of Education.

The Board believes in the importance of ongoing assessment and meaningful feedback as a powerful vehicle to support improved teaching performance and student growth, as well as promotion and retention decisions for teachers.

This policy shall be implemented as set forth herein and shall be included in the collective bargaining agreement with the MLEA, and in all extensions and renewals thereof.

This policy has been developed in consultation with teachers employed by the Board.

The Board authorizes the Superintendent to establish and maintain an ongoing Evaluation

Policy Consultation committee, with continuing participation by District teachers represented by the MLEA, for the express purpose of recommending necessary changes to the Board for the appropriate revision of this policy.

Definitions

"OTES" - stands for the Ohio Teacher Evaluation System as adopted by the Ohio State Board of Education in 2011, or as otherwise modified by the State Board of Education.

"Teacher" – For purposes of this policy, "teacher" means licensed instructors who spend at least fifty percent (50%) of his/her time providing content-related student instruction and who is working under one of the following:

A. A license issued under R.C. 3319.22, 3319.26, 3319.222 or 3319.226; or

B. A permanent certificate issued under R.C. 3319.222 as it existed prior to September, 2003; or

C. A permanent certificate issued under R.C. 3319.222 as it existed prior to September, 2006; or

D. A permit issued under R.C. 3319.301.

Substitute teachers and teachers not meeting this definition are not subject to evaluation under this policy. Full time bargaining unit members who do not meet the definition will be evaluated utilizing the evaluation procedures of the collective bargaining agreement in effect between the Board and the MLEA.

The Superintendent, Treasurer, and any "other administrator" as defined by R.C. 3319.02 are not subject to evaluation under this policy.

"Credentialed Evaluator" - For purposes of this policy, each teacher subject to evaluation will be evaluated by a person who:

A. meets the eligibility requirements under R.C. 3319.111(D); and

B. holds a credential established by the Ohio Department of Education for teacher evaluation; and

C. has completed State-sponsored evaluation training and has passed an online credentialing assessment.

D. in evaluation teacher's performance, will not make judgments, or otherwise discriminate, on the basis of an employee's age, gender, identification, race ethnicity, national origin, religion, sexual orientation, marital status, disability, union membership, or union activism.

The Board shall authorize the Superintendent/designee to approve and maintain a list of credentialed evaluators as necessary to effectively implement this policy.

"Core Subject Area" – means reading and English language arts, mathematics, science, foreign language, government, economics, fine arts, history and geography.

"Student Growth" – for the purpose of the District's evaluation policy, student growth is defined as the change in student achievement for an individual student between two (2) or more points in time.

"Student Learning Objectives" ("SLOs") - include goals identified by a teacher or group of teachers that identify expected learning outcomes or growth targets for a group of students over a period of time.

"Shared Attribution Measures" – student growth measures that can be attributed to a group.

"Value-Added" – refers to the EVAAS Value-Added methodology provided by SAS, Inc., which provides a measure of student progress at the District and school level based on each student's scores on State issued standardized assessments.

"Vendor Assessment" – student assessments approved by the Ohio Department of Education that measure mastery of the course content for the appropriate grade level, which may include nationally normed standardized assessments, industry certification exams, or end-of-course examinations for grade level and subjects for which the Value-Added measure does not apply.

Notification

- Not later than September 15 of each year, each teacher will have received a copy of the evaluation procedures located in their teacher handbook.

Evaluation Training

- In the event that the OTES evaluation process changes, all staff will be notified of the changes by the administration.

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Standards Based Teacher Evaluation

Teacher evaluations will utilize multiple factors, with the intent of providing meaningful feedback to each teacher and assigning an effectiveness rating based in equal part upon teacher performance and student growth.

Each teacher evaluation will result in an effectiveness rating of:

A. accomplished;

B. proficient;

C. developing; or

D. ineffective

The specific standards and criteria for distinguishing between these ratings/levels of performance shall be the same as those developed by the State Board of Education, which are incorporated herein by reference.

The Superintendent shall annually cause to be filed a report to the Department of Education the number of teachers for whom an evaluation was conducted as well as the number of teachers assigned each rating as set forth above, aggregated by teacher preparation programs from which and the years in which the teachers graduated.

Fifty percent (50%) of each evaluation will be based upon teacher performance and fifty percent (50%) on multiple measures of student growth as set forth herein.

Assessment of Teacher Performance

Teacher performance will be evaluated during formal observations and periodic informal observations also known as "classroom walkthroughs." Such performance, which will comprise fifty-percent (50%) of a teacher's effectiveness rating, will be assessed through a holistic process by trained and credentialed evaluators based upon the following *Ohio Standards for the Teaching Profession:*

A. understanding student learning and development and respecting the diversity of the students they teach;

B. understanding the content area for which they have instructional responsibility;

C. understanding and using varied assessment to inform instruction, evaluate and ensure student learning;

D. planning and delivering effective instruction that advances individual student learning;

E. creating learning environments that promote high levels of learning and student achievement;

F. collaborating and communicating with students, parents, other educators, District administrators and the community to support student learning; and

G. assuming responsibility for professional growth, performance and involvement.

Formal Observation and Classroom Walkthrough Sequence

A. All instructors who meet the definition of "teacher" under R.C. 3319.111 and this policy shall be evaluated based on at least **two (2)** formal observations at a minimum of 30 minutes for each observation and periodic classroom walkthroughs **each school year**.

B. Teachers on a limited contract who are under consideration for renewal/nonrenewal shall receive at least **three (3)** formal observations in addition to periodic classroom walkthroughs unless the Superintendent waives the third observation.

C. A teacher who has been granted a continuing contract by the Board and who receives a rating of "Accomplished" on his/her most recent evaluation shall be evaluated **every other school year**.

D. A teacher who receives a rating of "Accomplished" on his/her most recent evaluation may request that in place of one of the required observations, the teacher instead may complete a project. The Superintendent/designee shall approve or deny the teacher's request in his/her sole discretion.

E. Pursuant to this policy and Board resolution, the Board shall approve a list of projects recommended by the Superintendent/designee that demonstrate a teacher's continued growth and practice at the accomplished level for accomplished teachers who wish to complete a project in lieu of one (1) formal observation.

Observations will not be held before September 1st and evaluations will be completed by May 1st and each teacher will be provided a written report of the results of his/her evaluation by May 10th. Written notice of nonrenewal will be provided by June 1st.

In evaluating teacher performance in these areas, the Board shall utilize the measures set forth by the Ohio Department of Education's OTES "Teacher Performance Evaluation Rubric" for instructional planning, instruction and assessment, and professionalism, set forth herein in the Appendix.

Formal Observation Procedure

A. The first formal observation shall be preceded by a conference between the evaluator and the employee prior to the observation in order for the employee to explain plans and objectives for the classroom situation to be observed. The second observation will be unannounced.

B. A post-observation conference shall be held after each formal observation within 10 school days after each formal observation. This could be a written document or conversation at the administrators' discretion.

Informal Observation/Classroom Walkthrough Procedure

A. Classroom walkthroughs shall not unreasonably disrupt and/or interrupt the learning environment.

B. Data gathered from the walkthrough must be placed on the form designated in Teacher Evaluation Form.

C. A final debriefing and completed form must be shared with the employee within a reasonable amount of time.

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Assessment of Student Growth

In determining student growth measures, the Board adopts the Ohio Department of Education's Ohio Teacher Evaluation System (OTES), which calculates student growth by assessing achievement for an individual student occurring between two (2) points in time. It is important to note that a student who has sixty (60) or more unexcused absences for the school year will not be included in the determination of student academic growth.

In general, the Board will utilize the following categories to determine this aspect of a teacher's evaluation, depending upon the instructor involved:

A1. Teachers instructing in value-added subjects exclusively[1];

A2. Teachers instructing in value-added courses, but not exclusively[2];

OR

B. Teachers instructing in areas with Ohio Department of Education approved vendor assessments with teacher-level data available; or

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1. If a teacher's schedule is comprised only of courses or subjects for which the value-added progress dimension is available, until June 30, 2014, the majority (i.e., greater than twenty-five (25%) of the student growth factor of the evaluation will be based upon the value-added progress as determined for each such teacher. After July 1, 2014, the entire student academic growth factor of the evaluation (i.e. fifty percent (50%) shall be based on the value-added progress dimension.

2.For these teachers, value added will be used for the student academic growth factor in proportion to the part of a teacher's schedule of courses or subjects for which the value-added progress dimension is applicable. Teachers with multiple subjects that have value-added data will be issued reports for a composite of reading and math; for other assessments (approved vendor and local measures), the assessment data measures should be representative of the teacher's schedule.

C. Teachers instructing in areas where no teacher-level value-added or approved vendor assessment available.[3]

Where value-added methodologies exist for A1 and A2 teachers, the Board will utilize them in the evaluation process, to the extent set forth in the Appendix of the "District Student Growth Measurement Index." Teachers instructing in value-added courses, but not exclusively, will utilize teacher value-added and locally determined measures proportionate to the teacher's schedule.

When an approved Ohio Department of Education vendor assessment is utilized in the measurement of student growth, it will be included in the evaluation process for B teachers to the extent set forth in the Appendix of the "District Student Growth Measurement Index."

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When neither teacher-level value-added data nor Ohio Department of Education-approved assessments are available, the District shall use locally-determined Student Growth Measures for C teachers as set forth in the Appendix of the "District Student Growth Measurement Index." Student Growth Measures may be comprised of SLOs, shared attribution, and/or non-Value-Added vendor data.

An SLO must be based upon the following criteria: Baseline and Trend Data, Student Population, Interval of Instruction, Standards and Content, Assessment(s), Growth Targets, and Rationale for Growth Targets. When new SLO's are developed or revised, the process will include consultation with teachers employed by the Board. The Board's process for creating and revising SLO's is set forth in the Appendix of the "District OTES Student Growth Measures Manual."

Criteria for student growth measures (SGM)

A teacher on an approved leave of absence (30 consecutive work days) may modify the SGM expectation to the length of time they are in the classroom after consultation with their administrator.

Data from these approved measures of student growth will be scored on five (5) levels in accordance with the Ohio Department of Education/OTES guidance and converted to a score in one of three (3) levels of student growth:

A. above;

B. expected;

C. below.

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3 If used, only one (1) "shared attribution" measure can be utilized per instructor.

Final Evaluation Procedures

Each teacher's performance rating will be combined with the assessment of student growth measures to produce the summative evaluation rating, based upon the following "Evaluation Matrix":

		Teacher Performance			
		4	3	2	1
Student Growth Measure	Above	Accomplished	Accomplished	Skilled	Developing
	Expected	Skilled	Skilled	Developing	Developing
	Below	Developing	Developing	Ineffective	Ineffective

The evaluator shall provide that each evaluation is submitted to the teacher for his/her acknowledgement by written receipt. If signed, by the teacher, the receipt is to be sent to the Superintendent as soon as received.

Professional Growth Plans and Professional Improvement Plans

Based upon the results of the annual teacher evaluation as converted to the "Evaluation Matrix" above, each teacher must develop either a professional growth plan or professional improvement plan as follows:

A. Teachers whose performance rating indicates above expected levels of student growth will develop a professional growth plan and may choose their credentialed evaluator from those available to the Board for that purpose, utilizing the components set forth in the "Teacher Evaluation Form."

B. Teachers whose performance rating indicates expected levels of student growth will develop a professional growth plan collaboratively with his/her credentialed evaluator and will have input on his/her evaluator for the next evaluation cycle, utilizing the components set forth in the "Teacher Evaluation Form"

C. Teachers whose performance rating indicates below expected levels of student growth will develop a professional improvement plan with their credentialed evaluator. The administration will assign the evaluator for the subsequent

evaluation cycle and approve the professional improvement plan, utilizing the components set forth in "Teacher Evaluation Form."

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

Core Subject Teachers - Testing for Content Knowledge

Beginning with the 2015-2016 school year, core subject area teachers must register for and complete all written examinations of content knowledge selected by the Ohio Department of Education if the teacher has received an effectiveness rating of "Ineffective" on his/her annual evaluation for two (2) of the three (3) most recent school years.

If a teacher passes the examination set forth above and provides proof of that passage to the Board, the teacher will be required, at the teacher's expense, to complete professional development that is targeted to the deficiencies identified in the teacher's evaluations conducted under this policy.

The following may be grounds for termination of a teacher pursuant to R.C. 3319.16:

A. failing to complete all required written examinations under this section;

B. a failing score on a written examination(s) taken pursuant to this section;

C. a rating of "ineffective" on the teacher's next evaluation after passing all written examinations pursuant to this section and after completion of the required professional development; or

D. failure of a teacher to complete the required professional development.

Any teacher passing the examination set forth above will not be required to take the examination again for three (3) years, regardless of the teacher's evaluation ratings or the performance index score ranking of the building in which the teacher teaches.

No teacher shall be responsible for the cost of taking an examination set forth above.

Board Professional Development Plan

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In accordance with the Ohio State Board of Education's statewide evaluation framework, the Board has adopted a specific plan for the allocation of financial resources to support the professional development of teachers covered by this policy. The plan will be reviewed annually.

Retention and Promotion Decisions/Removal of Poorly Performing Teachers

It is the purpose of this Standards-Based Teacher Evaluation Policy to improve the quality of instruction, enhance student learning and strengthen professional competence through meaningful feedback and targeted professional development. In addition, the evaluations produced will serve to inform the Board on employment decisions, i.e., retention, promotion of teachers, renewal of teaching contracts, and the removal/nonrenewal of poorly performing teachers.

Definitions:

"Retention" for purposes of this policy refers to employment decisions on the question of whether or not to suspend a contract pursuant to a reduction in force, non-renew a limited or extended limited contract, or terminate employment for good and just cause. In the case of a reduction in force, seniority will not be considered when making decisions on contract suspensions, except in the instance of comparable evaluations. The decision to non-renew or terminate the contract of a poorly performing teacher may be informed by the evaluation(s) conducted under this policy. However, decisions to non-renew or terminate a teaching contract are not limited by the existence of this policy.

"Promotion" as used in this context is of limited utility given the fact that teachers covered by this policy are not currently employed in any discernible hierarchy. Nevertheless, when making decisions relative to such matters as determining department or grade level chairpersons, selections to curricular or strategic planning bodies, or teaching assignments, the Board will consider teacher performance as indicated by evaluations.

"Poorly Performing Teachers" refers to teachers identified through the evaluation process set forth in this policy who demonstrate an inability and/or unwillingness to meet the reasonable expectations of this standards-based evaluation system.

"Comparable Evaluations"- Since seniority may not be the basis for teacher retention or other employment decisions, except when deciding between teachers who have comparable evaluations, this refers to teachers within the categories of "Ineffective," "Developing," "Proficient," and "Accomplished."

Removal of Poorly Performing Teachers

Poorly performing teachers may be removed, upon recommendation of the Superintendent, either through nonrenewal or termination, when the following has been demonstrated:

A. failure of a core subject area teacher required to take a written examination to pass such examination;

B. failure of core subject area teacher required to take a written examination to complete required professional development;

C. failure of core subject area teacher to complete all required written examinations;

D. receipt of an "Ineffective" rating by a core subject area teacher in the evaluation following passage of a written examination and completion of required professional development.

Removal of poorly performing teachers will be in accordance with the nonrenewal and termination statutes of the Ohio revised code and/or the relevant provisions of the collective bargaining agreement in effect between the Board and the M.EA.

Nothing in this policy will be deemed to prevent the Board from exercising its rights to non-renew, terminate, or suspend a teaching contract as provided by law and the terms of the collective bargaining agreement in effect between it and the MLEA. The evaluation system and procedures set forth in this policy shall not create an expectation of continued employment for teachers on a limited contract that are evaluated under this policy. The Board reserves the right to non-renew a teacher evaluated under this policy in accordance with R.C. 3319.11 notwithstanding the teacher's summative rating.

Student Learning Objectives Committee (SLO Committee)

A. Operational Procedures

1. The SLO committee will receive a substitute teacher or $23 an hour to perform committee task for any work contracted outside of the school day.

B. Schedule for Student Growth Measures

1. When utilizing vendor assessments as one of the student growth measures, all related materials shall be purchased by the Board, and all affected staff shall be trained on utilization and other considerations prior to the start of the school year or mutually agreed upon date.
2. When utilizing SLO's as one of the SGM's, the teacher shall submit the SLO by August 31st and pre-assessment data by September 30th to the SLO committee for approval.
3. The SLO committee must review and return all submitted SLO's by September 15th.
4. Any un-approved SLO must be returned to the SLO committee for final approval within ten school days of receipt.
5. Any un-approved SLO must be returned to the committee for approval must be returned to the teacher no later than ten school days after receipt.
6. Teachers must submit all SLO post-test results to his/her evaluator by April 15th.

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N. <u>All other bargaining unit members evaluation procedure</u>

1. Purpose

   a. To help the employee to achieve greater effectiveness in performance of the work assignment.

   b. To assess an employee's work performance.

   c. To constitute the basis for personnel decisions including reassignments, continuing contracts, limited contracts, extended limited contracts, or contract non-renewals or terminations.

2. Procedures

   a. Evaluator

   An evaluator is anyone who conducts observations of work performance for the purpose of evaluation. Evaluation of an employee should be conducted by the appropriate building administrator, although other persons allowed for by R.C. 3319.111 may be used at the Superintendent's discretion. In the event an employee performs work under the supervision of more than one administrator, one administrator shall be designated as the evaluating administrator.

   b. Orientation

   In normal situation, the evaluation shall be conducted as follows:

   1) Grades 9-12, or teachers whose building assignments is the high school, will normally be evaluated by the high school principal.

   2) All elementary school teachers in K-8, which includes art, music, and physical education, and Chapter I will normally be evaluated by the elementary principal.

   If an additional evaluator is deemed necessary, the employee shall be notified at least two (2) working days prior to an observation by that evaluator.

   c. Schedule for Evaluation

   1) Limited contract expiring: At least twice during the year.

   2) Limited contract not expiring: At least once during the year

   3) Continuing Contracts: At least once every three years.

   d. Criteria for Evaluation

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The criteria for evaluation shall be those described in the evaluation form. Strengths and shortcomings will be noted. The evaluator shall share with the employee being evaluated check lists and observation reports used to support the conclusions reached in the formal evaluation and provide copies upon request. Evaluation shall not be limited to classroom observations. Documented shortcomings not noted during the formal observations must be put in writing and provided to the employee. Evaluation forms shall be the same as those used in the 1989-90 school year for the duration of this contract.

e. Establishing Job Targets

At the discretion of the administrator, for those employee's having continuing contracts, job targets may be established after joint discussion between the administrator and the employee. For teachers on limited contracts, job targets will be established at the beginning of each year by the administrator after joint discussion with the employee.

f. Observations

Each evaluation shall be proceeded by at least two (2) observations. Each observation shall be at least thirty (30) minutes in length. Post observation conferences will be held between the evaluator and the employee if requested by either party.

g. Evaluation Timing

For teachers on limited contracts whose contracts are not expiring, and teachers on continuing contracts, the evaluation(s) may be conducted at any time during the school year, except that observations shall not be conducted during the first and last week of school.

For teachers on limited contracts whose contracts are expiring, the first evaluation observations shall be completed prior to January, with the teacher receiving the written evaluation form not later than January 10. Such teachers shall have their second evaluation observations completed by March 15 and shall receive the written evaluation form by March 31.

h. Evaluation Conferences

After each evaluation, a copy of the formal written evaluation report shall be given to the employee and the teacher. The teacher's signature shall only be construed to acknowledge receipt of the form. Follow-up conferences must be held if requested by either the administrator or the teacher.

3. Objection to Evaluation

If the employee disagrees with the contents of the formal written evaluation, the employee may, within 14 calendar days, put objections in writing and have them

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attached to the evaluation report to be placed in the employee's personnel file in the immediate supervisor's office. A copy of such objections signed by both parties shall be retained by the employee. The signature of the immediate supervisor indicates only that he/she has read the objections. Employees may pursue alleged violation of the evaluation procedure through the grievance procedure. However, the content of the evaluation is not grievable. If such grievance is upheld, a one-year contract shall be the remedy available.

4. This evaluation procedure supersedes the requirement of ORC 3319. 11 and ORC 3319.111.

O. Identification of Deficiencies

An employee who has been determined to be deficient in certain respects shall have such deficiencies noted in the formal evaluation. Appropriate remediation will be planned between the employee and the immediate supervisor in order to allow the employee an opportunity to correct such deficiencies.

P. Attendance at Professional Meetings

Teachers may be authorized to attend an educational meeting with permission granted by the Board of Education. Professional leave funds provide for transportation as well as lodging and registration fee reimbursement for meetings, and meals (provided the meals are not part of the registration fee), up to the limit set by Board policy. If limitations on choice of lodging exist at the place of the professional meeting, the Board may authorize reimbursement beyond the set limit.

Authorization may be granted by the Board of Education. Interested teachers shall apply to the local superintendent stating the nature of the meeting, the dates, and the probable cost. Such application should be made before the scheduled Board of Education meeting prior to the professional meeting for which leave is requested. The Board of Education will approve pre-payment on the Professional Leave Request forms. The issuance of Continuing Education Units (CEU's) will not affect either the granting of or the reimbursement for professional leave.

Out-of-state conferences may have different limitations and reimbursement procedures.

Q. Membership in Professional Organization

Deductions for professional dues will begin with the seventh (7th) pay of the school year and continue for the remaining pays of that school year. All information concerning these deductions must be presented to the Treasurer prior to November 1.

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R. **Bus Duty - Elementary Building**

Morning bus duty shall be handled on a rotating schedule by all teachers assigned bus time in the elementary. There shall be one teacher assigned to the K-3 area and one teacher assigned to the 4-8 area from 8:00 a.m. to 8:10 a.m.

Afternoon bus duty, if necessary, shall be offered as a supplemental contract. The positions should be posted prior to the beginning of the school year. If no bargaining unit member applies, the building principal may recommend the employment of non-certified individuals.

S. **Teacher Day**

Unless an emergency exists, building staff meetings shall be held no more than once a month, shall be limited to a maximum of thirty (30) minutes in length, and shall be preceded by at least twenty-four (24) hours advance notice. This restriction does not include curriculum meetings, nor any meeting at which attendance is voluntary, nor meetings during orientation day.

Teacher workday shall be from 8:10 a.m. through 3:20 p.m. unless the school day is extended for calamity days in accordance with Ohio Revised Code section 3313.482. Teachers are to be in their rooms by that 8:10 a.m. Exceptions to the teacher school day shall be those included in the Master Contract Agreement, and requested release time during the school day upon approval by the building administrator.

T. **Parent Teacher Conferences**

For grades K-4 parent-teacher conferences will consist of the equivalent of two days, and for grades 5-12 parent-teacher conferences will be the equivalent of one day. Times of conferences and scheduled work time will remain as in the previous year unless jointly agreed upon by the association and the administration. Deviations from these times may be made between the building principal and the teacher on an individual basis. Parent-teacher conferences will consist of fifteen (15) minute time blocks which may be doubled by the teacher for individual situations. K-3 teachers are expected to schedule conferences with all their students' parents/guardians. K-3 teachers will coordinate with the principal actual conference times prior to conferences.

U. **Retiree Rehires**

Any bargaining unit member who retires under STRS and subsequently is reemployed in the district may be hired at a rate of pay different from his or her years of service as specified in the salary index contained in this agreement. The rate shall be no less than 5 years of service and the retired member shall be placed at the appropriate academic training level. While employed by the district subsequent to retirement, such member who is interested in obtaining health care benefits must opt for the health care benefits at

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no cost to the board. Such retired member is not eligible to receive a severance payment upon leaving employment with the district. The provision of the agreement and such salary and contract, will not be grievable under the grievance procedures of this agreement nor through any claim or action filed before the State Employment Relations Board (SERB) or any court of law. Reemployed-retired teacher is excluded from receiving the health insurance opt out provision that pays an employee for not participating in the district's health plan. All of the terms and conditions of employment set forth in the preceding paragraphs shall supersede and replace any sections of the Ohio Revised Code with which they are in conflict, including, but not limited to, Sections 3313.202, 3319.07, 3319.08, 3319.11, 3319.111, 3319.141, 3319.22, 3319.17, Chapter 3307, Chapter 3317 of the Ohio Revised Code and Chapter 3301-24 of the Ohio Administrative Code.

ARTICLE IV
LEAVES OF ABSENCE

A. Sick Leave Policy

1. Each full-time teacher employed by the Board of Education shall be entitled to sick leave of one and one-fourth (1-1/4) days per month of service (15 days per year); such sick leave shall accumulate to a maximum of 225 days. New first-year teachers in the state of Ohio are entitled to a 15-day sick leave bank providing the teacher accumulates that much sick leave during the contract year. The treasurer will list at least twice per year on or with the paychecks the total number of sick leave days accumulated for the individual teaching employee.

2. Accumulated sick leave shall be available to a school employee for absence due to personal illness, injury, pregnancy, exposure to a contagious disease, and for illness or death in the employee's immediate family. Immediate family is defined as employee's spouse, child, parents and spouse's parents, siblings and spouse's siblings, daughter-in-law, son-in-law, grandchildren or member of employee's immediate household (as established by permanent residence).

3. The employee must furnish a written, signed statement on forms prescribed by the Board of Education after the use of sick leave. If medical attention is required, the employee's statement must list the name and address of the attending physician and the dates when the physician was consulted.

4. For extended illness or injury to the employee which required extended doctor's care and/or hospitalization for a period of more than five consecutive days, a doctor's statement of release for duty must be submitted to the principal/superintendent prior to resuming duty.

5. A maximum of five (5) days of sick leave may be granted because of the death of the following relatives (including in-laws): brother or sister, grandchild, or any other person (not renters) residing within the immediate household.

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6. An employee may be granted the use of two (2) days of sick leave because of the death of the following relatives (including in-laws): aunt, uncle, nephew, niece, grandparent, godchild.

7. An employee may be granted the use of one day of sick leave to be a pallbearer for a funeral.

8. In unusual circumstances, the employee may seek permission of the Superintendent for use of additional sick leave days for events listed in paragraphs 5, 6, 7, above.

9. Two days of paid absence will be allowed to a father at the time of birth of a child.

10. An employee may use one sick leave day per year for the death of a close personal friend. If additional time for the one day funeral is needed, or if requests are made to attend the funeral(s) of another friend, then permission must be granted by the superintendent.

Catastrophic Sick Leave Bank

The Marion Local Board of Education shall establish a Catastrophic Sick Leave Bank based on donated "sick leave" for an employee having exhausted all accumulated paid leave, vacation, and personal days as a result of a catastrophic illness or injury. Loans from the bank are limited to the employee or immediate family members as defined in Article IV, Section A, Paragraph 2. Each employee may contribute one day of his or her accumulated sick leave to the Sick Leave Bank during the enrollment period. The Sick Leave Bank Committee as deemed necessary may establish additional open enrollment periods. Only contributors can draw from the bank.

The term "catastrophic illness or injury" shall include only those illnesses or injuries which are calamitous in nature constituting a great misfortune. The "catastrophic illness or injury" must be an unusual, extraordinary, sudden or unexpected manifestation of the forces of nature which cannot be prevented by human care, skill, or foresight (such as cancer, stroke, heart attack, or major surgery).

An affected employee may request through the Association that additional days be transferred to them from the catastrophic Sick Leave Bank. Application must be submitted to the Sick Leave Bank Committee (three employees chosen by the MLEA and three representatives for the Board of Education). Applications will include, but not be limited to, the following information:

1. The nature of the claimed catastrophic illness or injury.
2. Physician(s) diagnosis and prognosis of the catastrophic illness or injury.
3. Projected date of return to duty.
4. Explanation of previous leave usage.
5. Any other pertinent information the applicant may wish to submit to the committee before it makes its decision.

The committee's decision is final and non-grievable.

Additional limitations:

1. No more days can be given than needed by the teacher to serve out the current school year.
2. Members of the bargaining unit may withdraw from participation at any time, but the days they have donated are not refundable to them.
3. The maximum number of days that the Sick Leave Bank Committee will grant is 20 days at the end of the enrollment period. Additional days may be granted at the discretion of the Sick Leave Bank Committee upon reapplication.
4. The member who borrows days will pay back days at the rate of 50% of his/her annual accumulated sick leave at the end of the salary contract year, each year until the total number of days borrowed has been restored to the bank.
5. The member who borrows days but whose employment with the district ceases with a deficit balance will have deducted from the final payment the equivalent days times the board of education approved substitute teacher pay. The board of education will deposit this money in the substitute teacher account and credit the sick leave bank the balance due for the departing employee.
6. Those bargaining unit members not interested in the program shall be required to sign a statement to that effect.
7. If a certified/licensed staff member who was eligible at the inception of the Sick Leave Bank chooses to join after the inception they must make up all days which they would have been accessed if they had joined when they were first eligible.

B. Notification of Absence

An employee who is absent or expects to be absent from duty shall notify the Mercer County Substitute Teacher Hotline (MCSTH) as early as possible, and such notification shall be given in advance unless conditions beyond the control of the employee make such notification impossible. Teachers who find they are unable to be present to discharge their assigned duties and it is too late to notify MCSTH, shall notify the building administrator as soon as possible.

C. Personal Leave

A teacher of Marion Local School District is entitled to take three (3) personal days during the course of the school year. Notification must be given to the local superintendent, via the building principal. Personal leave should not be taken before or after holidays unless receiving prior approval by the superintendent. Bargaining unit members shall be able to take personal leave consecutively. Insofar as possible, notification of personal leave days shall be given one week in advance.

Teachers will have the option to carry over (1) one unrestricted day.

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Any teacher not using his or her personal leave will be reimbursed for each unused day at a rate of $125.00 per day.

Payment will be made no later than the first salary payment in July following the school year.

D. Maternity Leave

Upon request, the Board may grant approval for maternity leave without pay during the course of a pregnancy. If the teacher intends to request maternity leave after the birth of a child or placement of an adopted child, the leave request must be received within forty (40) calendar days after the birth or placement of the child.

The length of the leave shall in no case be longer than six months, unless extended by the Board of Education.

A teacher returning to duty from a maternity leave of absence shall be assured of receiving a comparable assignment and the salary step for which she has achieved eligibility.

E. Professional Leave

One professional leave day shall be granted to all holders of supplemental coaching contracts for the purpose of attending clinics or OHSAA state competitions related to the sports for which they hold supplemental contracts. Head Varsity Coaches will be granted an additional day. In the case of certificated personnel, the Board shall be responsible only for hiring substitutes.

F. Jury Duty

Member of the bargaining unit upon notification to the Superintendent shall be eligible for leave for the number of days or partial days needed to serve for jury duty or as a subpoenaed witness to a jury or court provided the subpoena to a court isn't as a party in a suit against the Board of Education or a member of an organization and/or agency which has brought suit against the Board of Education. Upon submission of proof of jury service or subpoena service the member shall be paid the difference between his/her pay received for said service and his/her regular salary for the number of days involved. Such leave shall not be deducted from sick leave and shall be in accordance with ORC 3313.211.

G. Association Leave

The Marion Local Education Association shall be granted up to a maximum of three (3) days of leave to attend to association duties such as the OEA delegate assembly or other emergencies that cannot be performed at times other than normal school days.

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Such leave shall be granted upon written request from the president of the Marion Local Education Association to the superintendent. Such notice shall be provided at least one week in advance, except in emergency situations.

Such written notice shall include the name of the teacher taking the leave, and the days(s) required for the leave. All expenses to attend such meetings shall be borne by the association. The Board of Education will pay for the cost of substitutes should they be needed.

ARTICLE V

SALARY & FRINGE BENEFITS

A. Salary Checks

Teachers shall be paid on the basis of 26 bi-weekly pays beginning the second Friday following the opening of the student school year and continuing every two weeks thereafter. When the bi-weekly pay periods would result in more than 26 pays, staff will be notified of a pending three-week payroll lag which will occur after the last payroll of the contract.

Salary payments for supplemental contracts will be made in one or three payments. A single payment option will be made at the end of the season or activity, processed in November, March, and June as a separate payroll as approved by the athletic director, (athletics) or the superintendent (non-athletic). The three payment option, also processed as separate payrolls, shall be available to employees in Class VIII and above and shall have the first payment made during November, the second payment during March, with the final payment made in June after approval by the athletic director or the superintendent. If payment is requested at a time other than listed above, it will be processed with the regular payroll.

Advisors in the Classes IX and lower will be eligible to receive their contract amount in one lump sum payment at the end of the school year.

The holder of the contract must inform the treasurer as to the method desired before the first regular pay period in September. If the treasurer is not notified, payments will be done as in the preceding year or for new personnel as assigned by the treasurer.

When a supplemental contract is not finished the treasurer shall pro-rate the amount based on the percent of the season or activity completed, and shall either deduct the overpayment or pay the remainder due in the next pay. A supplemental contract, which begins after the season or activity has begun, shall be pro-rated by the treasurer and paid according to the percent of time to be completed.

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In order to be eligible for placement on the Masters' Plus columns, the hours must be post graduate hours, and must have been earned after the awarding of the Master's Degree.

Any deductions in pay shall be calculated according to the number of days in the school calendar.

STRS "PICK-UP"

The Board will participate in the State Teachers Retirement pick-up plan using the payroll deduction method.

B. Meeting Reimbursement

Monetary reimbursement for expenses incurred (at a rate of $5 per meeting) will be provided for attendance of any teachers at evening meetings or other meetings held on a day not listed as a part of the school calendar. Meetings shall be initiated by the individual responsible for curriculum development and approved by the Local Superintendent.

C. Hospitalization

Any teacher new to the Marion Local School District may join the hospitalization plan of the Marion Local Schools within one month from the beginning of school by filing an application on a form that may be secured from the principal. It is important that this is done within one month, otherwise the teacher must wait until the plan has its open enrollment period.

The Board will pay a pro-rata contribution of a part-time employee's insurance premium.

Medical - The carrier of staff medical and major medical policies shall be open to change as long as the policy remains comparable. Changes in the insurance coverage by the Mercer-Auglaize Benefit Trust shall not require prior approval of the MLEA Executive Committee.

Married couples who are both employed by the district shall only be eligible for one family hospitalization and major medical policy or two single hospitalization and major medical policies. A bargaining unit member employed by the Board on a full time basis may annually elect to withdraw from the medical/hospitalization benefits as provided in Article V, Section C, and shall receive a lump sum of fifteen hundred dollars ($1,500.00). Any married couples who are both employed full time by the Board before July 1, 2014 shall be grandfathered and may annually elect to withdraw from the medical/hospitalization benefits as provided in Article V, Section C, and shall receive a

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lump sum of fifteen hundred dollars ($1,500.00). All other married couples who are both employed by the board after the start of this contract will not be eligible for the $1,500 opt out. A bargaining unit member who has "opted out" shall notify the District Treasurer by August 30. A bargaining unit member who has opted not to participate in the insurance program shall have the right to re-enter the program should a qualifying event as defined by the applicable insurance policy occur. Any bargaining unit member re-entering the insurance program during the year shall forfeit any rebate.

The parties agree that any insurance plan offered in accordance with this section shall conform to the School Employee Health Care Board's best practices for public school district health plans as more fully set forth in Ohio Administrative Code Chapter 3306-02.

Health insurance eligibility shall end in accordance with the plan document.

The Alternate PPO plan will be the base plan. The employee pays the following amounts:

Insurance	PPO	Alt. PPO
2014/2015	**15% of PPO**	**8% of Alt. PPO**
2015/2016	**17% of PPO**	**8% of Alt. PPO**
2016/2017	**19% of PPO**	**9% of Alt. PPO**

50% of all increases above 12%

* The "Trustees" in the MABT hold the right to discontinue any of these plans and employees will have the choice to take whatever plan is offered by the Marion Local School District.

See Master Insurance Plan as Administered by TPA/Mutual Health Services

A broad spectrum Section 125 Plan shall be offered.

D. Dental Plan

Dental plan coverage is to be the plan offered by the Mercer-Auglaize Benefit Trust.

E. Life Insurance

Life insurance coverage includes $20,000 coverage per teaching employee (full or part-time) plus the accidental death benefit paid in full by the Board of Education.
New participants in the group policy must pay 50% the first year that they join the policy.

F. Severance Pay

Upon the effective date of retirement from active service of any certified employee of the Marion Local Schools who meets the state requirement of a minimum of ten years

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of active service, such employee shall be paid in one total payment, one fourth of the value of his/her accrued, but unused sick leave credit up to a maximum of **55** days. Such payment will be issued within thirty (30) days after the employee provides evidence of receipt of the first retirement pay. The employee should notify the Superintendent of his/her intentions as early as possible.

G. Long-Term Service Severance

Upon the effective date of retirement from Marion Local Schools, any certified employee will be paid the following long-term service amounts. Years of service to Marion Local are the only years that will count toward this pay. A certified employee must have a minimum of 15 years of service to be eligible for this payment.

15 years of service = $ 500.00
20years of service = $1,000.00
25 years of service = $1,500.00
30 years of service = $2,000.00

H. State Teachers Retirement System Contributions

Board Pays

14%

I. Summer School

Summer school teachers shall be paid at a rate of twenty-three dollars ($23) per hour.

ARTICLE VI
INSTRUCTIONAL

A. Calendar

A copy of the school calendar will be provided to the MLEA prior to adoption by the Board of Education.

The school calendar shall be 184 days. Each teacher shall fulfill ten hours of in-service approved by the Superintendent acting as the representative for the Professional Management Council. If denied, the request goes to the PMC for review and a majority vote. These ten hours may or may not include the in-service day prior to the beginning of the school year.

Within the 184 days there shall be two record days. The first records day shall be held on the calendar work day prior to the first student day, and the second records day shall be on the calendar work day after the last student day.

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B. **All Full Staff In-Service Days Shall Be Jointly Planned By Professional Management Council.**

The Marion Local Board of Education's in-service program shall be directed and coordinated by the Superintendent who shall receive input and assistance from the Professional Management Council.

The PMC shall meet at least once each nine weeks. The Superintendent shall establish the meeting dates for each nine (9) weeks prior to the first school day. The PMC shall determine by consensus those full staff in-service days that would apply.

In-service hours can be satisfied by:

a. Attendance at any county-wide in-service (if applicable).

b. Attendance at non-credit meetings or conferences outside the regular school day with prior approval of the Superintendent.

1. These meetings must accumulate to the equivalent of (ten)10 in-class hours.
2. In-service shall be granted for county curriculum studies for a maximum of two and one-half (2-1/2) hours.
3. In-service credit shall be granted for local in-service that has received prior approval by the Superintendent or PMC.

c. Persons attending meetings described in (b) must submit a copy of the agenda or synopsis of the meeting prior to approval.

d. Any meeting in item (b) for which a teacher receives renumeration will not satisfy the in-service requirement.

e. In-service credit shall be granted for attendance at meetings and workshops (in accordance with the guidelines in Article VI B), even if Continuing Education Units (CEU's) are granted for said meeting or workshop.

f. Documentation for all in-service, except in-service provided by the Marion Local School District, must be provided to the building principal by one of the following methods: (1) certificate of attendance (the form from the handbook or provided by the sponsor shall be satisfactory); (2) CEU documentation; or (3) receipt from registration.

C. **Reinstatement Policy**

If a teacher leaves and returns to the district within a two-year period, upon

being rehired, the person shall be credited with the same or updated fringe benefits that would be in effect at the time of reinstatement.

D. Tuition Reimbursement

The Marion Local Board of Education shall establish a fund to provide tuition reimbursement to the bargaining unit.

1. Any member of the bargaining unit who pursues a first masters degree college credit is eligible to apply using the following guidelines:

   a. Reimbursement is limited to:

      $150 per semester hr.
      $120 per quarter hr.

   b. Reimbursement is limited to $450 per year for semester hours
      Reimbursement is limited to $480 per year for quarter hours

2. Any member of the bargaining unit who pursues a second masters degree/advanced degree or is enrolled in a non-degree program is eligible to apply using the following guidelines:

   a. Reimbursement is limited to 3 semester or quarter hours at the following rate:

      $130 per semester hr.
      $90 per quarter hr.

   b. Reimbursement is limited to $390 per year for semester hours
      Reimbursement is limited to $270 per year for quarter hours

3. The course must be previously approved by the Superintendent as being related to education.

4. A bargaining unit member must pass the course with a "C" or better or receive a "pass" in a pass/fail course.

5. Proof of completion shall be by transcript or grade slip turned in by June 30.

6. The course must have been taken at an institution fully accredited for education in the State of Ohio or the U.S.

7. The employee must not have received any other reimbursement or compensation for having taken the course.

8. Reimbursement shall be paid in at the end of the fiscal year.

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ARTICLE VII

PROFESSIONAL MANAGEMENT COUNCIL

The Professional Management Council shall meet quarterly, for the duration of the contract to share concerns and interests. The council shall consist of eight members: the superintendent, two other administrators, a board of education representative (as needed), and four members appointed by the MLEA. Additional personnel may be included by mutual consent of the superintendent and the association president. In addition, this council shall be responsible for matters covered under ARTICLE III, SECTION H (Instructional and Extra-Curricular Load, Class Size) under the Negotiated Agreement.

SALARY SCHEDULE

2014-2015
1% increase to base salary

2015-2016
1% increase to base
Plus re-alignment of step

2016-2017
1.5% increase to base
Plus re-alignment of step

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2014-2015
Index-Salary Schedule

Years Experience	BA	150 Hrs	MA	MA +15	MA+30
0	$ 32,980	$ 34,266	$ 35,981	$ 37,267	$ 38,554
	1.000	1.039	1.091	1.130	1.169
1	$ 34,464	$ 35,849	$ 37,663	$ 39,015	$ 40,401
	1.045	1.087	1.142	1.183	1.225
2	$ 35,948	$ 37,432	$ 39,345	$ 40,763	$ 42,247
	1.090	1.135	1.193	1.236	1.281
3	$ 37,432	$ 39,015	$ 41,027	$ 42,511	$ 44,094
	1.135	1.183	1.244	1.289	1.337
4	$ 38,916	$ 40,598	$ 42,709	$ 44,259	$ 45,941
	1.180	1.231	1.295	1.342	1.393
5	$ 40,401	$ 42,181	$ 44,391	$ 46,007	$ 47,788
	1.225	1.279	1.346	1.395	1.449
6	$ 41,885	$ 43,764	$ 46,073	$ 47,755	$ 49,635
	1.270	1.327	1.397	1.448	1.505
7	$ 43,369	$ 45,348	$ 47,755	$ 49,503	$ 51,482
	1.315	1.375	1.448	1.501	1.561
8	$ 44,853	$ 46,931	$ 49,437	$ 51,251	$ 53,329
	1.360	1.423	1.499	1.554	1.617
9	$ 46,337	$ 48,514	$ 51,119	$ 52,999	$ 55,176
	1.405	1.471	1.55	1.607	1.673
10	$ 47,821	$ 50,097	$ 52,801	$ 54,747	$ 57,022
	1.450	1.519	1.601	1.66	1.729
11		$ 51,680	$ 54,483	$ 56,495	$ 58,869
		1.567	1.652	1.713	1.785
13			$ 56,165	$ 58,243	$ 60,716
			1.703	1.766	1.841
17				$ 59,991	$ 62,563
				1.819	1.897
22				$ 61,739	$ 64,410
				1.872	1.953
25				$ 63,487	$ 66,257
				1.925	2.009

Longevity Pay:

After 15 years of service to Marion Local, the teacher will receive the following longevity pay--- Max. $350.00 per year @ 15-19 yrs.

After 20 years of service to Marion Local, the teacher will receive the following longevity pay--- Max. $450.00 per year @ 20-24 yrs.

After 25 years of service to Marion Local, the teacher will receive the following longevity pay--- Max. $550 per year @ 25 yrs and beyond.

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2015-2016
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Years Experience	BA	150 Hrs	MA	MA +15	MA+30
0	$ 33,310	$ 34,609	$ 36,341	$ 37,640	$ 38,939
	1.000	1.039	1.091	1.130	1.169
1	$ 34,809	$ 36,208	$ 38,040	$ 39,406	$ 40,805
	1.045	1.087	1.142	1.183	1.225
2	$ 36,308	$ 37,807	$ 39,739	$ 41,171	$ 42,670
	1.090	1.135	1.193	1.236	1.281
3	$ 37,807	$ 39,406	$ 41,438	$ 42,937	$ 44,535
	1.135	1.183	1.244	1.289	1.337
4	$ 39,306	$ 41,005	$ 43,136	$ 44,702	$ 46,401
	1.180	1.231	1.295	1.342	1.393
5	$ 40,805	$ 42,603	$ 44,835	$ 46,467	$ 48,266
	1.225	1.279	1.346	1.395	1.449
6	$ 42,304	$ 44,202	$ 46,534	$ 48,233	$ 50,132
	1.270	1.327	1.397	1.448	1.505
7	$ 43,803	$ 45,801	$ 48,233	$ 49,998	$ 51,997
	1.315	1.375	1.448	1.501	1.561
8	$ 45,302	$ 47,400	$ 49,932	$ 51,764	$ 53,862
	1.360	1.423	1.499	1.554	1.617
9	$ 46,801	$ 48,999	$ 51,631	$ 53,529	$ 55,728
	1.405	1.471	1.55	1.607	1.673
10	$ 48,300	$ 50,598	$ 53,329	$ 55,295	$ 57,593
	1.450	1.519	1.601	1.66	1.729
11		$ 52,197	$ 55,028	$ 57,060	$ 59,458
		1.567	1.652	1.713	1.785
13			$ 56,727	$ 58,825	$ 61,324
			1.703	1.766	1.841
17				$ 60,591	$ 63,189
				1.819	1.897
22				$ 62,356	$ 65,054
				1.872	1.953
25				$ 64,122	$ 66,920
				1.925	2.009

Longevity Pay:

After 15 years of service to Marion Local, the teacher will receive the following longevity pay--- Max. $350.00 per year @ 15-19 yrs.

After 20 years of service to Marion Local, the teacher will receive the following longevity pay--- Max. $450.00 per year @ 20-24 yrs.

After 25 years of service to Marion Local, the teacher will receive the following longevity pay--- Max. $550.00 per year @ 25 yrs. and beyond.

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Marion Local Schools
2016-2017
Index-Salary Schedule

Years Experience	BA	150 Hrs	MA	MA +15	MA+30
0	$ 33,810	$ 35,129	$ 36,887	$ 38,205	$ 39,524
	1.000	1.039	1.091	1.130	1.169
1	$ 35,331	$ 36,751	$ 38,611	$ 39,997	$ 41,417
	1.045	1.087	1.142	1.183	1.225
2	$ 36,853	$ 38,374	$ 40,335	$ 41,789	$ 43,311
	1.090	1.135	1.193	1.236	1.281
3	$ 38,374	$ 39,997	$ 42,060	$ 43,581	$ 45,204
	1.135	1.183	1.244	1.289	1.337
4	$ 39,896	$ 41,620	$ 43,784	$ 45,373	$ 47,097
	1.180	1.231	1.295	1.342	1.393
5	$ 41,417	$ 43,243	$ 45,508	$ 47,165	$ 48,991
	1.225	1.279	1.346	1.395	1.449
6	$ 42,939	$ 44,866	$ 47,233	$ 48,957	$ 50,884
	1.270	1.327	1.397	1.448	1.505
7	$ 44,460	$ 46,489	$ 48,957	$ 50,749	$ 52,777
	1.315	1.375	1.448	1.501	1.561
8	$ 45,982	$ 48,112	$ 50,681	$ 52,541	$ 54,671
	1.360	1.423	1.499	1.554	1.617
9	$ 47,503	$ 49,735	$ 52,406	$ 54,333	$ 56,564
	1.405	1.471	1.55	1.607	1.673
10	$ 49,025	$ 51,357	$ 54,130	$ 56,125	$ 58,457
	1.450	1.519	1.601	1.66	1.729
11		$ 52,980	$ 55,854	$ 57,917	$ 60,351
		1.567	1.652	1.713	1.785
13			$ 57,578	$ 59,708	$ 62,244
			1.703	1.766	1.841
17				$ 61,500	$ 64,138
				1.819	1.897
22				$ 63,292	$ 66,031
				1.872	1.953
25				$ 65,084	$ 67,924
				1.925	2.009

Longevity Pay:

After 15 years of service to Marion Local, the teacher will receive the following longevity pay--- Max. $350.00 per year @ 15-19 yrs.

After 20 years of service to Marion Local, the teacher will receive the following longevity pay--- Max. $450.00 per year @ 20-24 yrs.

After 25 years of service to Marion Local, the teacher will receive the following longevity pay--- Max. $550.00 per year @ 25 years and beyond.

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SUPPLEMENTAL PAY SCHEDULE

Base Salary	2014-2015	$32,980
	2015-2016	$33.310
	2016-2017	$33,810

Years of Experience	0-4 years	5-9 years	10+ years
Class I	20%	20.50%	22%
AD			
Class II	16%	16.50%	18%
Head Football			
Head Boys Basketball			
Head Girls Basketball			
Class III	13%	13.50%	15%
Head Volleyball			
Head Baseball			
Head Softball			
Co-Head Track			
Head Cross Country			
Class IV	10%	10.50%	12%
Assistant Football (4)			
Assistant Boys Basketball			
Assistant Girls Basketball			
Freshman Boys Basketball			
Freshman Girls Basketball			
Weight Room Coordinator			
Class V	9.50%	10%	11.50%
Head Jr. High Football			
Head Jr. High Boys Basketball			
Head Jr. High Girls Basketball			
Assistant Volleyball			
Assistant Baseball			
Assistant Softball			
Assistant Cross Country			
Assistant Varsity Track			
Jr. High AD			
High School Swim			

Class VI Head Jr. High Girls Volleyball Assistant Jr. High Football Assistant Jr. High Boys Basketball Assistant Jr. High Girls Basketball HS Girls Faculty Manager Freshman Volleyball Sr. High Cheerleader Advisor	8%	8.50%	10%
Class VII Jr. High Boys Track Jr. High Girls Track High School Boys Golf High School Girls Golf Assistant Jr. High Volleyball Assistant Swim HS Boys Faculty Manager Jr. High Faculty Manager Ticket Manager Jr. High Cheerleader Advisor	7%	7.50%	9%
Class VIII Sr. Class Advisor Jr. Class Advisor HS Scholastic Bowl Advisor Theatre Production HS Student Council Advisor	4%	4.50%	5%
Class IX 9th Grade Class Advisor LPDC sub Committee LPDC Executive Committee National Honor Society Advisor Varsity M Advisor	2%	2.50%	3%
Class X 10th Grade Class Advisor Math and Science Club Advisor Art Club Advisor Industrial Arts Club Advisor Jr. High Student Council Advisor Jr. High Scholastic Bowl Advisor	1%	1.50%	2%

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1. As of the 2007-08 contract year, there will be 10 different classes of supplemental contracts, and 3 levels for each class based on years of experience.

Level I	0-4 Years
Level II	5-9 Years
Level III	10+ Years

2. In addition, coaches who opt to move to a different coaching position will be credited experience under the following conditions:
   a. Must be within the same sport. (Includes boys to girls basketball and vice versa.)
   b. Applies to Jr. High and Freshmen coaches and J.V. coaches who opt to move to the Jr. High or Freshmen positions.
   c. Head coaching experience results only from years served as a head varsity H.S. coach.
   d. Whenever a coach changes sports there is a loss of experience credit.

Extended Season Pay

In the event that an interscholastic team advances beyond the first level tournament competition, the following payment schedule will apply:

Position	Payment
Head Football	$200 per additional week
Head Volleyball	$200 per additional week
Head Basketball	$200 per additional week
Head Baseball	$200 per additional week
Band	$200 per additional week
Head Track	$100 per additional week
Golf	$100 per additional week
Cross Country	$100 per additional week
Swimming	$100 per additional week
Asst. H.S. Coaches	$100 per additional week if involved in all practices and games
Assistant Track	$50 per additional week
Cheerleader Advisor	$50 per additional week
Assistant Swimming	$50 per additional week

In those sports such as track, golf, swimming, and cross country that may have participation at the tournament level of less than five (5) team members, the amounts listed above shall be reduced by one-half.

This is restricted to supplemental paid positions. This shall be restricted to OHSAA sponsored tournaments.

If the tournament structure changes, the above schedules will be adjusted through mutual agreement.

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EXTENDED SERVICE

Year Book - The equivalent of five eight-hour days.

TERMS OF AGREEMENT

The Marion Local Board of Education and the Marion Local Education Association hereby agree that the items in this contract be adopted effective as of July 1, 2014, and shall continue in effect until June 30, 2017. In the event that the Board and the Association fail to secure a successor agreement prior to the expiration date of this Agreement, the parties may mutually agree in writing to extend this Agreement for any period of time.

This contract contains the full and complete agreement between the Board and the Association on all negotiated issues and neither party shall be required, during the term thereof, to negotiate upon any issue whether it is covered or not covered in this contract unless otherwise mutually agreed. The parties further agree that this contract inclusively consists of pages 1 through 54. Except as otherwise specifically provided in the written provisions of this Contract. the Board of Education has the sole and exclusive right to make all decisions relevant to the conduct and management of the schools as prescribed by law.

We the undersigned representatives of the Marion Local Board of Education and the Marion Local Education Association, have hereunto set our hands this 9th day of June, 2014.

Marion Local Education Association

Rod Pleiman
President

Margaret Kuck
MLEA Representative

Randall L. Jotts
Witness

Marion Local Board of Education

Elaine A. Pierron
President

Michael L. Pohl
Superintendent

Lynn Will
Witness

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Memorandum of Understanding

The Marion Local Education Association and The Marion Local Board of Education agree to the following Memorandum of Understanding. This MOU will expire on 6-30-15.

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Article III: M. Teacher Evaluation (pages 21-32)

Include the following language due to changes in state law, and this MOU supersedes contradictions found in the MLEA found on pages 21-32.

1. Beginning in the 2014-2015 school year teachers rated as **"accomplished"** on the teacher performance rubric side of the evaluation tool are to:
- Receive a full evaluation once every **three** years.
- Receive at least one observation which is recorded as a permanent record and receive a conference either through a written document or verbal meeting. (Doesn't need to be a full write up from the OTES rubric.)
- Walkthroughs will still take place during the off years of full evaluations.
2. Beginning in the 2014-2015 school year teachers rated as **"skilled"** on the teacher performance rubric side of the evaluation tool are to:
- Receive a full evaluation once every **two** years.
- Receive at least one observation which is recorded as a permanent record and receive a conference either through a written document or verbal meeting. This will be a brief narrative with areas of refinement and reinforcement. It is at the teacher's discretion on whether this observation is announced or unannounced.
- Walkthroughs will still take place during the off years of full evaluations.
3. Beginning in the 2014-2015 school year teachers rated as **"developing" or "ineffective"** on the teacher performance rubric side of the evaluation tool are to:
- Receive a full evaluation annually.

All teachers in the final year of a limited contract will receive a full evaluation no matter what their rating was in previous year evaluations.

All teachers will be required to collect student growth data every year no matter what their rating was in previous year evaluations.

Marion Local Board of Education

Elaine A. Pierron

President

Michael L. Pohl

9/8/14

Date

Marion Local Education Association

Rod Pleeman

President

Randall Z. [illegible]

9/8/14

Date

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