

Memorandum of Understanding
Between the
Monroeville Local School District Board of Education
and the
Monroeville Teachers Association

This Memorandum of Understanding is entered into by and between the Monroeville Local School District Board of Education and the Monroeville Teachers' Association and is intended to modify certain provisions of the Negotiated Agreement between the parties. This Memorandum of Understanding is effective May 1, 2012 and will be included in successor negotiated Agreements unless changed by mutual agreement of the parties.

1. Article IV -- INDIVIDUAL RIGHTS, will be amended as follows:

O. Teacher Discipline

1. Employee discipline shall include: a verbal warning with a written acknowledgement of the warning; a written reprimand; a suspension without pay for up to ten (10) school days which can only be imposed by the Superintendent; or termination in accordance with O.R.C. §3319.16.
2. Discipline is normally to be progressive in nature. However, based on the severity of the offense, the Administrator or Superintendent may choose to skip any or all of the progressive discipline steps. The Administrator or Superintendent shall determine the severity of the offense and the discipline to be imposed.
3. Before discipline is imposed, a teacher shall receive written notice of the nature of the offense and be provided an opportunity to meet with the appropriate Administrator or the Superintendent within five (5) days of receiving written notice. The teacher shall be permitted to be accompanied by a representative of his/her choice at the meeting.
4. Within ten (10) school days of the meeting, the Administrator or Superintendent will provide the teacher with a written disposition of the Administrator's or Superintendent's decision regarding the allegations against the teacher. If the Administrator or Superintendent requires additional time to make a decision, and/or to conduct a further investigation, the Administrator or Superintendent will inform the teacher of the need for additional time within the ten (10) school day limit.

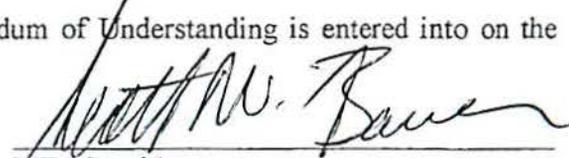
5. Discipline imposed by an Administrator can be appealed to the Superintendent. If the teacher wishes to appeal the discipline, he/she must file a request to appeal within five (5) school days of receiving the discipline. The Superintendent will meet with the teacher not less than three (3) school days from the date the Superintendent receives the appeal. The teacher shall be permitted to be accompanied by a representative of his/her choice. The Superintendent will issue a decision regarding the appeal. The Superintendent's decision may be appealed to the Board of Education
6. Discipline imposed or upheld by the Superintendent can be appealed to the Board of Education. If the teacher wishes to appeal the discipline, he/she must file a request to appeal within five (5) school days of receiving the discipline or within five (5) school days of notice that the Superintendent has upheld the discipline. The Board of Education will meet with the teacher in executive session at the next regular Board meeting unless the next regular Board meeting will be held less than ten (10) school days from the date the Board receives the appeal. The teacher shall be permitted to be accompanied by a representative of his/her choice. Under such circumstances, the discipline appeal will be scheduled to occur at the next regular meeting of the Board of Education. The Board of Education will issue a decision regarding the appeal. Except for discipline involving the termination of an employee, the Board of Education's decision shall be final and may not be appealed to arbitration or challenged in any court or administrative proceeding.
7. The parties may jointly agree to waive the timelines set forth in this Section.
8. If the employee is not disciplined for a period of three (3) school years starting from the most recent discipline imposed, the employee may request in writing that written reprimands be removed from his/her file. The superintendent shall consider the

request. If the Superintendent denies the request, the employee may appeal the decision to the Board of Education. The Board of Education's decision shall be final and may not be appealed to arbitration or challenged in any court of administrative proceeding.

IN WITNESS WHEREOF, this Memorandum of Understanding is entered into on the 15 day of May, 2012.



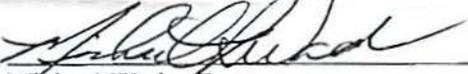
Board President



MTA President



David W. Stubblebine, Superintendent



Michael Wade, Treasurer
