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NEGOTIATED AGREEMENT

BETWEEN THE

MOHAWK EDUCATION ASSOCIATION

AND THE

MOHAWK BOARD OF EDUCATION

Effective July 1, 2012 through June 30, 2013



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ARTICLE I - PROFESSIONAL NEGOTIATING PROCEDURES DOCUMENT

A. Recognition

The Board of Education of the Mohawk Local School District (hereinafter referred to as the Board) recognizes the Mohawk Education Association (MEA), an affiliate of the Ohio Education Association (OEA), Northwestern Education Association (NWOEA) and the National Education Association (NEA) (hereinafter referred to as the Association), as the sole and exclusive bargaining representative of all full-time and part-time certificated/licensed personnel, exclusive of administrative and supervisory personnel, for the purposes of collective bargaining as defined in Chapter 4117 Ohio Revised Code.

Hereinafter, reference to employees or teachers shall refer to certificated/licensed teachers in the bargaining unit.

B. Principles

1. Right to Join or Not to Join--Employees have the right to join, participate in, and assist the Association, and the right to refrain from such; but membership shall not be a prerequisite for employment or continuation of employment of any employee.
2. Right of Minorities and Individuals--The legal rights inherent in the Federal Law and the Ohio Revised Code and in the rulings and regulations of the Department of Education affecting certificated personnel are in no way abridged by this Agreement.

C. Procedures for Conducting Negotiations

1. Negotiating Teams--The Board and Association shall designate a negotiating team consisting of not more than five (5) members.
2. Notice to Negotiate--Either party to this Agreement may declare its intention to negotiate a successor to this Agreement by filing a Notice to Negotiate with the other in the month of March of the year in which the Agreement is scheduled to expire.
3. Reaching Agreement--As tentative agreement is reached on each issue, it shall be initialed by each party. When consensus is reached, the proposed successor Agreement shall be reduced to writing as a tentative agreement and submitted to the Association and the Board for ratification. Following ratification by both parties, the Agreement shall constitute the successor contract between the

parties. There shall be two (2) copies of the successor contract which shall be signed on behalf of the parties. One (1) copy shall be retained by the Board and one (1) by the Association.

4. Mediation--Either party may declare that an Impasse has been reached and request mediation through the Federal Mediation and Conciliation Service (F.M.C.S.). However, in no event shall mediation commence prior to May 16.

Mediation as provided for herein constitutes the parties mutually agreed upon dispute settlement procedure pursuant to 4117.14(c)(1)(f). The obligation to mediate shall expire upon expiration of this Agreement.

D. **Severability**

Unless otherwise required by Section 4117.10(A) of the Ohio Revised Code, this Agreement supercedes and prevails over all Ohio statutes and Board Policies or administrative rules to the extent that such statute, policy or rule conflicts with a term of this Agreement. Should a provision of this Agreement be found unlawful, all other provisions of this Agreement shall remain in full force and effect.

ARTICLE II - GRIEVANCE PROCEDURE

A. Purpose

The purpose of this procedure is to resolve the grievance at the lowest possible level. Both parties agree that grievances will be processed as expeditiously as possible.

B. Definitions

"Grievance" shall mean a claim by an employee(s) or the Association that there has been a violation, misinterpretation, or misapplication of the language in this Agreement.

"Class Action Grievance" shall be a grievance that affects more than one (1) employee in the bargaining unit.

"Grievant" shall mean the Association or employee(s) initiating a grievance.

"Appropriate Supervisor," for purposes of the grievance procedure, shall mean the lowest level administrator having the authority to resolve the grievance.

"Days" shall mean actual work days or weekdays during the summer months with mutual agreement.

C. Rights of the Grievant and the Association

1. The grievant has the right to Association representation at all meetings and hearings involving the grievance.
2. If the grievant chooses to present the grievance without the intervention of the Association, it is understood that any voluntary resolutions of the grievance will be consistent with the terms of this Agreement and that an Association representative will be afforded the opportunity to be present.
3. Grievance forms shall be exhibited in the appendix of this Agreement.
4. The Association shall receive copies of all communications in the processing of grievances.

D. Time Limits

The number of days indicated at each step in the procedure shall be maximum and may be extended only by written mutual agreement of the parties.

A written grievance shall be filed within fifteen (15) days of the act or where the employee can reasonably be charged with knowledge of the act on which the grievance is based.

Failure of the grievant to comply with time lines shall be cause for the grievance to be dismissed.

Failure of the Board to comply with the time lines shall result in the grievance proceeding to the next step without delay.

A grievance may be withdrawn at any time without prejudice.

E. Grievance Procedure

1. Informal Step

Within five (5) days of the act, or where the employee can reasonably be charged with knowledge of the act on which a grievance is to be based, the employee and the Association representative, if so desired by the employee, may discuss the grievance with the employee's immediate supervisor. If the grievance is to be filed with the grievant's immediate supervisor, there should be an attempt to resolve the grievance informally.

If the grievance is not resolved during the informal step, or in the event the informal step is not utilized, the employee or Association may file a written grievance with the appropriate supervisor within the time limit established in Section D above.

2. Step One:

The appropriate supervisor shall arrange and hold a hearing within ten (10) days of receipt of the grievance. The Association and grievant may present evidence to sustain their positions.

Within ten (10) days of the conclusion of the hearing, the appropriate supervisor shall forward his/her written response to the grievant and the Association President.

Within ten (10) days of the receipt of the Step One response, if the Association and grievant are not satisfied with the appropriate supervisor's response, the Association may file a written form to proceed to Step Two.

3. Step Two

Within ten (10) days of the filing of the form, the Superintendent or his/her designee, shall arrange and conduct a hearing in the same manner and for the same purpose as set forth in Step One.

Within ten (10) days after the hearing, the Superintendent or his/her designee shall provide a written response to the grievant and the Association President.

4. Step Three

Within ten (10) days of receipt of the Step Two response, if the Step Two response is not acceptable, the Association shall notify the Superintendent of its intent to proceed to arbitration.

F. **Selection of the Arbitrator**

The arbitrator shall be selected from a list supplied by the American Arbitration Association. All procedures relative to arbitration shall be in accordance with the rules and regulations of the American Arbitration Association.

G. **Authority of the Arbitrator**

The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this Agreement nor add to, subtract from, or modify the language therein in arriving at a recommendation of any issue presented. The arbitrator shall expressly confine himself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not so submitted or to submit observations or declarations of opinion which are not directly essential in reaching the recommendation.

H. **Costs of Arbitration**

The costs for the arbitrator and the hearing room shall be paid by the losing party.

I. **Miscellaneous**

All communications, regarding grievances, shall be reduced to writing and hand delivered or mailed by certified mail, return receipt requested. The Board shall provide the Association with copies of all communications.

Receipt by the Board shall be construed to be the delivery date to the appropriate supervisor's office.

Receipt by the Association shall be construed to be the delivery date to the designated officer of the Association.

Meetings and hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend.

All parties of interest shall be permitted to attend a grievance meeting or arbitration hearing with no loss of pay or benefits.

No reprisals or recriminations shall be taken against any employee who files or takes part in a grievance.

ARTICLE III - ABSENCE FROM DUTY

A. Sick Leave

Sick leave may be used for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to others, and for absence due to serious illness, injury, or death in the employee's immediate family.

In cases of illness or injury the term "immediate family" shall be defined as: husband, wife, children, father, mother, brother, and sister, father-in-law or mother-in-law, grandchildren (only in the case of hospitalization) or any individual living in the same household as the school employee. In case of death, the term "immediate family" shall be extended to also include brother, sister, step-brother, step-sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, step-parents, step-children, grandparents, grandchildren, uncle, aunt, nephew, niece, anyone who has held the position of parent or child of the employee. Exceptions to these definitions may be made with the approval of the Superintendent.

Each employee shall be credited with one and one-fourth (1-1/4) days of sick leave with pay for each month of employment for a total of fifteen (15) days per year. Sick leave shall be accumulated to a maximum of two hundred forty (240) days. Each employee with less than five (5) days-accumulated sick leave at the beginning of a school year shall be granted five (5) days of the number to be accumulated.

Total accumulated sick leave shall appear on each employee's paycheck stub.

B. Personal Leave

1. Each employee shall be entitled to three (3)-unrestricted days of personal leave per year.
2. Personal leave limitations are:
 - a. twenty-four (24) hour notice is required (if possible).
 - b. no more than four (4) employees grades K-6 and 7-12 will be excused on the same day; except that, after April 30, the limit will be two (2) employees for grades K-6 and 7-12 unless it is known at least one work day in advance that substitutes are available in which case the limit will remain four (4) employees.

- c. two (2) days shall not be granted in succession except in extreme emergencies (includes Friday and Monday).

C. Assault Leave

The Board will grant assault leave to employees absent due to a physical and/or emotional disability resulting from assault under the following conditions:

1. Any employee who must be absent from his/her duties due to a physical and/or emotional disability resulting from an assault while engaged in school-related activities, on or off school premises, before, during, or after school hours, will be paid his/her full scheduled compensation for the period of the absence.
2. Assault shall be defined as an unlawful action or threat to do bodily injury to a teacher.
3. The teacher shall furnish to the Superintendent a written, signed statement describing the circumstances and events surrounding the assault, including the location, date, and time of the assault, plus names and addresses of witnesses, if known.
4. The teacher shall also furnish a written, signed statement from a physician as to the nature of the disability, its possible duration, and the need to be absent from school.
5. Assault leave shall not be charged against sick leave earned or earnable by the employee.
6. Upon request of the Board, the employee shall obtain a second opinion from a Board designated physician at no expense to the employee.

D. Association Leave

Absence without loss of pay will be granted for Association representatives to attend annual meetings of the OEA Representative Assembly as delegates or alternate representatives. It is understood that such leave shall not count against attendance record.

E. Unpaid Leaves of Absence

1. Maternity/Paternity/Adoption Leave
 - a. A teacher has the right to an unpaid leave of absence for the purpose of maternity/paternity, child care or adoption. A

teacher is entitled to use accumulated sick leave for the disability concerning maternity, paternity and/or parent-child bonding in adoption. After six (6) weeks, a note is required from the doctor indicating that the employee is unable to return to work. After a review a reasonable extension may be available.

- b. A teacher requesting unpaid leave for maternity/paternity, child care or adoption shall have the right to such leave with thirty (30) days notice or as early as possible to the Superintendent of the proposed commencement of such leave. Such notification may be amended as circumstances warrant.
- c. Unpaid leave may be for up to one (1) year.
- d. During such leave, the teacher shall have the option to participate in insurance benefits guaranteed under COBRA.
- e. Upon returning from leave, the teacher will resume the contract status held prior to such leave and will return to the same assignment held prior to such leave or to another professional assignment within the District.
- f. The teacher returning from an unpaid leave of absence shall submit to the Superintendent on or before March 1 if (s)he plans on returning the following year to regular employment.
- g. Notwithstanding the above provisions, a teacher eligible for leave under the federal Family and Medical Leave Act of 1993 [which generally provides for up to twelve (12) weeks of unpaid leave within a twelve-month period to care for the employee's child after birth or placement for adoption or foster care, to care for the employee's spouse, child or parent with a serious health condition, or for the employee's own serious health condition, during which leave insurance fringe benefits are maintained] may use such leave for the purposes and on the conditions appearing in the Act with the following understandings:
 - 1) The twelve (12) month period in which the employee's entitlement to leave may occur is a rolling twelve (12) month period measured backward from the first date the employee uses any leave under the Act;

- 2) Should an eligible employee opt to take unpaid leave under the above provisions in conjunction with leave under the Act, leave under the Act must be taken first; and
- 3) The eligible employee and the Board may elect to exercise those options available to each under the terms of the Act and its implementing regulations.
- 4) Under no circumstance during a rolling twelve (12) month period will employer paid insurance exceed twelve (12) weeks; and
- 5) The prescribed notice to employees of their rights under the Act will be posted in accordance with law. Additionally, employees will be provided annually with a leave checklist, which clarifies steps for applying for all paid leaves.

2. Personal Illness, Including Physical or Mental Disability

- a. A teacher may request a leave of absence without pay for a period of up to two (2) school years due to physical and/or mental inability to perform required duties.
- b. Such request shall be submitted in writing accompanied by a doctor's statement relative to the condition. Such leave shall be approved by the Board for any period up to two (2) school years. The beginning date of disability and the termination of disability shall be established by written statement of the teacher's doctor.
- c. Upon the return to service, the employee shall resume the contract status held prior to such leave.
- d. During such leave, the teacher shall have the option to participate in insurance benefits guaranteed under COBRA.
- e. The leave of absence for medical reasons shall not prejudice the teacher's position on the salary schedule, seniority or sick leave provided the teacher returns to the same or similar position. Sick leave and seniority shall not accumulate during the period of the leave.
- f. The teacher returning from an unpaid leave of absence shall submit to the Superintendent on or before March 1 if (s)he

plans on returning to the following year to regular employment.

3. **Military Leave**

- a. In accordance with Section 3319.14 of the Ohio Revised Code, military leave shall be granted to any regular teacher who is inducted, called to active duty, or who enlists or volunteers for military duty with any branch of the armed forces of the United States.
- b. Any teacher whose contracted services in the District has been interrupted by active duty in the armed forces shall be re-employed in accordance with Section 3319.14 of the Ohio Revised Code.

4. **Continuing Education**

- a. A full-time or regular part-time employee, after five (5) consecutive years of employment in the District, upon application may be granted an unpaid leave of absence not to exceed one (1) year.
- b. Upon returning from leave, the employee will resume the contract status held prior to the leave and will return to the same assignment held prior to the leave or to another professional assignment within the school system.
- c. The teacher returning from an unpaid leave of absence shall submit to the Superintendent on or before March 1 if (s)he plans on returning to the following year to regular employment.

F. Court Leave

When a teacher's presence is required in a court of law for jury duty or as a result of a subpoena during a contracted day, the teacher shall be paid his/her regular salary and shall reimburse the Board the court pay for that day. Such leave shall not be deducted from any other type of leave. Court leave does not pertain to that employee who brings an action against the Board.

G. Dock Days

If an employee must be absent from duty and has no form of leave available, the employee's obligation is to inform employer of the need to

be absent as soon as possible under the particular circumstances so that arrangements can be made to handle the situation. If no alternative arrangement is feasible, a dock day may be authorized, which authorization will not be arbitrarily withheld. If the request for dock day is denied, the employee will receive a written explanation as to the reason for denial.

H. Sick Leave Bank

A Sick Leave Bank shall be created to provide for additional days of sick leave for members of the bargaining unit represented by MEA. Between September 1 and October 1, each member in the bargaining unit shall be given the opportunity to donate one (1) day of his/her sick leave accumulation to the Sick Leave Bank. All donations shall be made by completing the Sick Leave Donation Form. Deductions from an employee's accumulated sick leave shall occur and appear on the pay stub by the second pay in October. Employees with less than fifty (50) days accumulated sick leave shall not be eligible to contribute.

A Sick Leave Oversight Committee shall be responsible for handling all transactions related to the operation of said Sick Leave Bank. The committee shall consist of two (2) representatives appointed by the Superintendent and two (2) representatives appointed by the MEA President. The duties of the Oversight Committee shall include the following:

1. Distribution and collection of the Sick Leave Donation Forms each time a solicitation for additional days to the Sick Leave Bank is made;
2. Recording of all donations and submission of a list of all donations to the Board Treasurer's office;
3. Processing of all requests for use of the days in the Sick Leave Bank (receipt of requests, notification of the Board Treasurer's office, etc.)
4. Monitoring of all usage of days from the Sick Leave Bank;
5. Solicitation of additional days when the Sick Leave Bank is nearing depletion.

The Sick Leave Oversight Committee shall perform its duties in a manner which respects the confidentiality of donors to and receipts from the Sick Leave Bank.

A member must meet all of the following requirements to be eligible to apply and receive days from the Sick Leave Bank:

1. A member's personal sick leave accumulations must be exhausted;
2. The need for additional sick leave days from the Sick Leave Bank must be based on catastrophic injury, and/or catastrophic illness to a bargaining unit member or member of the immediate family (spouse or child), but shall not include use for normal pregnancy;
3. A physician must verify, in writing, the member's need to be off work.
4. A member may be asked by the Superintendent to apply for disability leave and/or disability retirement through the State Teacher's Retirement System (STRS).

Members who wish to request days from the Sick Leave Bank shall submit a written application to the Oversight Committee. The application shall indicate the date on which the member's personal sick leave accumulation will be exhausted, the reason why the member must be off work, and the number of days up to thirty (30) requested from the Sick Leave Bank. The application must be accompanied by the required written physician's statement. A member may make further requests for withdrawals from the Sick Leave Bank in increments of up to thirty (30) days. The discretion to approve additional withdrawals from the Sick Leave Bank rests with the Oversight Committee. Sick leave days will not be granted for days beyond the end of the school year. A member, however, may make application for withdrawals from the Sick Leave Bank to commence at the beginning of the next contract year. A member who has been granted disability leave and/or disability retirement by STRS may not apply for additional days from the Sick Leave Bank or use days previously granted by the Oversight Committee from the Sick Leave Bank beyond the starting date of approval coverage for disability leave or disability retirement granted by STRS. However, if a member's disability leave status is rejected, revoked or terminated by STRS, a member may apply for withdrawals from the Sick Leave Bank.

Whenever the number of days available in the Sick Leave Bank totals fifteen (15) days or less, the Oversight Committee shall solicit donations of additional days from all bargaining unit members. All solicitations by the Oversight Committee for donations to the Sick Leave Bank taking place after the initial donation period the first year the Sick Bank is established, shall be limited to one (1) day per member and only take place when the days available in the Sick Leave Bank totals fifteen (15) days or less.

All days accumulated in the Sick Leave Bank and not used during a given school year shall be carried over the next school year.

There shall be a maximum cap of ninety (90) days per catastrophic injury or catastrophic illness.

I. Professional Leave

An employee may apply for professional leave using the "formshare" form. Such application is to be submitted at least five (5) work days in advance.

J. Attendance Bonus

Employees who are employed the entire school year and do not use sick leave or personal leave, will be paid a bonus on the last pay day in June as follows:

<u>Sick and Personal Leave Days Used</u>	<u>Bonus</u>
0 days	\$600
1 days	\$400
2 days	\$300
3 days	\$200
4 days	\$0

For part time employees, the bonus dollar amount will be multiplied by the percentage of employment.

ARTICLE IV - SALARIES AND FRINGE BENEFITS

A. Salary Schedule and Index

It shall be understood that all full-time teaching employees are salaried professionals.

For the 2012-2013 school year, the teachers' salary schedule shall reflect a base of \$29,084.

The salary schedule shall be attached as Appendix A.

B. Supplemental Salary Schedule

Teachers who perform extracurricular duties shall be paid in accordance with the Supplemental Salary Schedule attached hereto as Appendix B. The supplemental earnings shall be paid over the season that the supplemental duties are performed. The supplemental contract salary amounts shall be a percentage of the base salary in effect the previous school year. The athletic director or the assistant athletic director position will be part of the bargaining unit as a released time position.

C. Payroll Deductions

Payroll deductions shall be provided for professional association dues, tax sheltered annuities, credit union, city income tax, medical, dental, vision and term life insurance. Also:

1. YMCA
2. AFLAC Products
3. Ohio Deferred Compensation

Dues for membership in the MEA, NWOEA, OEA, and NEA, shall be deducted for those employees who authorize same in writing. The deductions shall be made monthly over twenty (20) pay periods beginning with the first payday in November. Authorization for such deductions shall be submitted to the School District's Treasurer no later than October 15.

Payroll deductions shall be made for all employees who authorize same for purposes of diverting a portion of their salaries to the Hancock Federal Credit Union. New deductions (companies) will be established only if ten (10) or more employees participate in the deduction.

D. Insurances

1. Hospitalization/Major Medical

The District shall offer employees their choice of three (3) insurance plans: Tier 1, Tier 2, and Tier 3. Tier 3 shall be a High Deductible Plan (HDP) with a Health Savings Account (HSA).

The Board shall pay 97% of the Tier 3 family monthly premium for Tier 1 and Tier 2 and 100% of the family monthly premium for Tier 3.

No decrease in benefits due to a change in carriers shall occur. For part-time employees, the Board shall pay a percentage of the hospitalization and major medical premiums which is equal to the percentage of time worked multiplied by the Board premium paid for full time employees. The balance of the premium shall be paid by the employee through payroll deduction.

a. Specification of Benefits are shown in the plan document as posted on the District web site. Benefits levels may decrease to previous levels that were in effect before the implementation of the provisions of the Affordable Health Care Act if this law is found to be unconstitutional or is repealed by Congress.

b. Case Management Program

If serious illness should strike, the Case Management Program can provide the patient with information on alternative benefits. The goal of the Program is to help the patient's physician get the patient out of the hospital and back to the comforts of home as soon as possible, as well as providing the most cost-effective treatment consistent with quality cares. Based on the information obtained through the Hospital Review program, a determination will be made whether the patient would benefit from case management. If the patient is selected for case management, a case management physician who specializes in the type of case involved will consult with the patient's physician concerning the course of treatment and possible alternative treatment options. There is no cost to the participant for this service. The final decision on the course of treatment remains between the patient and his/her Physician.

c. STRS Retired Employees

All District benefits and salary shall cease upon the employee receiving retirement benefits from STRS. The effective date shall be the last day before the first day of retirement.

2. Dental Insurance-- The Board shall pay 97% of the cost of dental insurance for all full time certified employees who are on Tiers 1 and 2 of the district's medical insurance plan. The Board shall pay 100% of the cost of dental insurance for all full time certified employees who are on Tier 3 of the district's medical insurance plan. The Board shall pay 85% of the cost of dental insurance for all full-time certified employees who are not on the district's medical insurance plan. For part-time employees, the Board shall pay a percentage of the dental premiums which is equal to the percentage of time worked multiplied by ".97" if on the district medical plan or by ".85" if not on the district medical plan. The balance of the premium shall be paid by the employee through payroll deduction. Specification of Benefits are shown in the plan document as posted on the district web site.
3. Life Insurance-- The Board shall pay 97% of the premium for a \$25,000 term life insurance policy with an accidental death and dismemberment provision for all full time certified employees who are on Tiers 1 and 2 of the district's medical insurance plan. The Board shall pay 100% of the premium for a \$25,000 term life insurance policy with an accidental death and dismemberment provision for all full time certified employees who are on Tier 3 of the district's medical insurance plan. The Board shall pay 85% of the premium for a \$25,000 term life insurance policy with an accidental death and dismemberment provision for all employees who are not on the district's medical insurance plan. Additional life insurance will be available as a payroll deduction on an individual basis. For part-time employees, the Board shall pay a percentage of the life premiums which is equal to the percentage of time worked multiplied by ".97" if on the district medical plan or by ".85" if not on the district medical plan. The balance of the premium shall be paid by the employee through payroll deduction.
4. Vision Insurance-- The Board shall pay 97% of the premium for vision insurance coverage for all full time certified employees who are on Tiers 1 and 2 of the district's medical insurance plan. The Board shall pay 100% of the premium for vision insurance coverage for all full time certified employees who are on Tier 3 of the district's

medical insurance plan. The Board shall pay 85% of the premium for vision insurance coverage for all full time employees represented by the Association who are not on the district's medical plan. For part-time employees, the Board shall pay a percentage of the vision premiums which is equal to the percentage of time worked multiplied by ".97" if on the district medical plan or by ".85" if not on the district medical plan. The balance of the premium shall be paid by the employee through payroll deduction. Specification of Benefits are shown in the plan document as posted on the district web site.

5. All employee contributions to insurance premium payments shall be through the use of a 125 Tax Shelter Plan.
6. The Association shall have input for any changes of the Insurance carrier/administrator.
7. Hospitalization Reimbursement--Each full-time employee may elect not to be included in the hospitalization plan provided by the Board and receive, instead, a payment of one thousand dollars (\$1000). Less than full-time employees may elect to receive a percentage of the one thousand dollars (\$1000) sum equal to the percentage of time worked by the part-time employee.

Enrollment during the year will be permitted if the stipend is returned and the employee's insured status has changed as a result of an unforeseen qualifying event occurrence such as: strike, unemployment, death, divorce, loss of spousal insurance or any other reason as permitted by the insurance carrier.

8. General Provisions

a. Copies of Benefit Contract:

Upon request, the Board shall provide the Association President with one (1) copy of each signed contract entered into between the Board and the insurance company(ies) which provides the benefit(s) specified in this Agreement. Copies of contracts subsequently entered into by the Board shall be provided to the Association within ten (10) working days after they are received by the Board.

b. Copies of Benefit Descriptions:

The Board shall post on the district's web site a written description, prepared by the carrier, of each insurance plan provided by this Agreement.

c. Copies of Improvements in Existing Benefits:

Within ninety (90) days of the effective date of any improvement(s) in an insurance plan provided by this Agreement, each employee shall receive a written description, prepared by the carrier, of the improved plan.

d. The Board shall provide the Association with notification of intent to change an insurance carrier. Such notice shall be provided at least sixty (60) days prior to any change.

e. The cost of COBRA coverage shall not exceed 102% of the current funding level of the employee's premium.

9. A Health Insurance Committee shall be established and maintained with three (3) representatives appointed by the Superintendent and three (3) representatives appointed by the Association. The Superintendent shall appoint two (2) non-teaching District employees to participate in the Committee work. The committee shall meet as needed, but no less than two (2) times each year to review the health insurance plan(s).

The purpose of this committee shall be to make recommendations designed to optimize the quality of health care available to District employees and improve cost effectiveness of the health insurance plan(s). Committee members shall review data, work with the District insurance consultant and other consultants as agreed upon by the committee members, and collaborate on making recommendations for any changes in medical, dental or vision insurances to their respective constituencies.

The committee is not empowered to unilaterally make changes in health care benefits without ratification by the Board and the Association. The health insurance committee does not diminish or in any way reduce the rights or responsibilities of either party.

E. Pay Periods

The total amount of a teacher's annual salary shall be paid in twenty-six (26) equal installments starting with a Friday date established by the Treasurer as soon as permitted, as stated above and by law, following the opening of school and continuing every other Friday thereafter. In a fiscal

year (July through June) in which there are twenty-seven (27) Friday pay days, there shall be three (3) weeks between the first and second pays in July so that the total number of pays in the fiscal year will equal twenty-six (26).

The Treasurer shall normally distribute salary notices to each employee no later than July 1 for the succeeding school year. However, when the salary schedule for the succeeding year has not been agreed upon by July 1, the Treasurer shall then distribute salary notices within thirty (30) days after the new salary schedule has been established.

All regular employees' pay checks will be direct-deposited in the employee's bank accounts specified to the Treasurer on or before the first pay period in October.

A new regular employee will establish direct deposit within three (3) payrolls after employment.

The employee's pay stub shall be sent electronically to their school email address and optionally to any other email address of their choosing.

F. Severance Pay

1. Employees with ten (10) or more years of experience in the District shall be eligible for severance pay based upon one-fourth (1/4) of the accumulated sick leave up to two hundred twenty days (220).
2. An employee must submit a written letter of resignation to the Treasurer. Notice of retirement from the profession must be received by the District from the State Teachers Retirement System prior to payment of severance pay.
3. The rate of payment shall be at the per diem rate of the retiring employee as indicated in Appendix A of this Agreement.
4. An employee that has already retired and received a severance payment is not eligible to receive a second payment.

G. Extended Contractual Service

1. The rate of compensation for extended contractual service shall be calculated on a per diem rate with the base contract days equal to one hundred eighty-four (184) for professional staff.

2. Extended contractual service, unless otherwise indicated, is defined as mandatory time worked outside of the regular one hundred eighty-four (184) employee contract days.

<u>Duty</u>	<u>Location</u>	<u>Extended Workdays</u>
Librarian	High School	5
Guidance	High School	20
	Jr. High	15
	Elementary	10
Voc. Home Ec.	High School	2
Industrial Arts	High School	2
Athletic Director	District	20

The Board agrees in a letter of concurrence that no bargaining unit member holding the above positions in 2003-2004 will experience a reduction in days as long as the bargaining unit member continues to hold the position.

H. STRS Pick-Up

The Board agrees to designate each employee's mandatory contributions to the State Teachers Retirement System as "picked up" by the Board as contemplated by Internal Revenue Service rulings 77-462 and 81-36, although they shall continue to be designated as employee contributions as permitted by Attorney General Opinion 82-097. The amount of the employee's income reported by the Board as subject to federal and Ohio income tax shall be the employee's total gross income reduced by the then-current percentage amount of the employee's STRS contribution which has been designated as "picked up" by the Board. The amount designated as "picked up" by the Board shall be included when computing final average salary, daily rate of pay, severance pay, supplemental salary, and extended contractual service pay.

This policy applies without exception to all employees represented by the Association. The amount to be tax sheltered on behalf of each employee shall be that percentage imposed by the STRS as required employee contributions.

I. Tuition Reimbursement

1. Reimbursement Limits:

A Reimbursement of coursework shall be one half (1/2) of the hourly tuition cost up to a maximum of one hundred sixty-five dollars (\$165) per semester hour or one hundred ten dollars (\$110) per quarter hour.

2. Conditions:

- a. Courses that qualify for reimbursement are as follows:
 - 1) Courses in staff member's undergraduate major.
 - 2) Courses in staff member's undergraduate minor.
 - 3) Courses in staff member's teaching field.
 - 4) Courses in staff member's teaching assignment.
 - 5) Courses in staff member's post-graduate program.
- b. Prior to official enrollment, the Superintendent must approve all courses.
- c. Appropriate reimbursement will be given when a registration fee receipt and evidence of successful completion by the college/university has been received by the Treasurer. Reimbursement for courses with a starting date between July 1 and June 30 of any fiscal year will be paid by the end of the following September if the employee has returned to service in the District. Further, the Superintendent may request a one-page summary of the course.

J. Compensation for Curriculum Work

Only employees involved in professional committee work during the summer will receive a two hundred fifty dollar (\$250) stipend.

Mileage will not be paid unless approval is obtained through a professional leave form.

K. Retirement Incentive

Employees hired after July 1, 2012, who become eligible for retirement with the State Teachers Retirement System by attaining the earliest of any one of the eligibility categories listed below, and has been employed by the district for ten (10) or more years will receive a stipend of six thousand dollars (\$6,000).

Employees hired after July 1, 2012, who become eligible for retirement with the State Teachers Retirement System by attaining the earliest of any one of the eligibility categories listed below, and has been employed by the district for between five (5) and ten (10) years will receive a stipend of three thousand dollars (\$3,000).

Employees, hired prior to July 1, 2012, eligible for service retirement under Section 3307.38 of the Ohio Revised Code (using any combination of age

and service credit that qualifies under the statute) by the end of the school year and who give the Treasurer written notice by April 1st of their intent to retire, and who actually retires immediately following the school year will receive the incentive indicated in the chart below. This incentive is in addition to any severance pay to which the employee may be eligible under Article IV Section F of this Agreement. The incentive will be paid the last pay period in January. Failure to retire immediately following the school year in which the employee is eligible shall make any employee who could have utilized this provision ineligible to receive the incentive during any subsequent school year.

<u>Number of Service Years</u>	<u>Age at Retirement</u>	<u>Incentive</u>
20 Years	60	100% of severance pay to which the employee is entitled
25 Years	55	95% of severance pay to which the employee is entitled
30 Years	Any Age	75% of severance pay to which the employee is entitled

L. National Board Certification

All teachers receiving National Board Certification will receive a one-time two thousand dollar (\$2,000) stipend. In order to receive the annual stipend, the respective teacher must produce evidence to the District Treasurer that certification has been achieved before January of the year in question.

M. Resident Educator Program

1. Program Intent

- a. It is the intent of the Resident Educator Program to provide participants with assistance and mentoring in those areas determined as necessary implemented in accordance with Ohio Department of Education (ODE) guidelines. Mentors should be considered as colleagues in whom participants may confide, seek knowledge or ask for assistance. Interaction should be conducted informally.
- b. The Resident Educator Program shall not replace the teacher employment evaluation program. Employment evaluation remains the responsibility of the building principal.

2. Definition

"Mentor" is a person assigned to provide professional support to a person participating in the Resident Educator Program, and

selected from bargaining unit members to match, as closely as possible, the participant's teaching certificate endorsements. The mentor should have at least five (5) years' experience at Mohawk. Where practicable, the mentor will be in the same building and assigned to the same position/subject area as the resident teacher.

3. Mentors

- a. Selection -- Mentors will be selected from among a list of bargaining unit members who indicate their interest on a form supplied by the Superintendent. In the absence of an appropriate match of assignment area and building from the list with that of a participant, the Superintendent shall seek a qualified bargaining unit member whose assignment most closely matches that of the participant.
- b. Compensation - Selected mentors shall be provided a stipend of five hundred dollars (\$500) for an academic year.
- c. Confidentiality -- Mentors shall communicate directly with the resident teacher and shall hold all information in strict confidence. All interaction, written or verbal, between the mentor teacher and the resident bargaining unit member shall be confidential information. No mentor shall participate in any informal or formal contractual evaluation of a resident teacher.
- d. Mentor/resident teacher activities -- the resident teacher may have release time for consultation with the assigned mentor and this time may be provided or schedules adjusted to facilitate mentor/resident teacher meetings and observations of each other. The mentor will receive two (2) day or the equivalent taken half days of release time to observe the resident teacher. Any need for additional time for this purpose will be assessed case-by-case and requires approval of the principal.
- e. Training on the methods of assessment to be used by the Ohio Department of Education shall be provided as needed for both mentor(s) and resident teachers(s). The Board shall assume the cost of any training as well as provide release time to attend said training if required.

N. Mileage Reimbursement

Mileage reimbursement will be made at the rate of \$.33 per mile.

O. Technology Certification

All certified/licensed personnel receiving the state recognized certification levels for technology by January 1st of the school year, shall receive the following annual stipend on the last pay in June of the school year.

Novice	\$250
Practitioner	\$500

P. Period Substitution

A teacher may be requested to substitute for another teacher during his/her planning time. If the teacher chooses to substitute, they shall be paid the Academic Work Rate (AWR) per hour. The teacher may decline such request without repercussion/reprisal.

Q. Hiring Of Retired Teachers

1. The Board is authorized to fill any certificated vacancy, with a previously retired certificated/licensed applicant (i.e., retired from any public school district in Ohio, including the Mohawk Local School District) subject to conditions provided below.
2. For purposes of salary schedule placement, a previously retired teacher (PRT) will be granted at the Board's option a minimum of zero (0) years of service credit to a maximum of ten (10) years of service credit upon initial employment. A PRT may not advance beyond Step 10 on the certificated/licensed salary schedule.
3. PRTs will be credited with all earned training/education for purposes of salary schedule placement.
4. PRTs will be awarded one-year contracts of employment that will automatically expire at the end of the applicable school year without notice of non-renewal. No performance evaluations shall be required.
5. PRTs may be re-employed from year to year under limitations described in paragraph 4. above, with Board approval, but shall not be eligible for continuing contract status.
6. PRTs will not accrue seniority.

7. PRTs shall not be eligible to participate in a contractual retirement incentive program, if any, or for severance pay upon separation from employment.
8. Prior employment in the District is no guarantee of post-retirement employment or a particular assignment, if hired. A current employee who retires and intends to return under provisions of this Article must completely fulfill the provisions of his/her last pre-retirement individual contract of employment in order to be considered for additional employment.
9. PRTs shall be entitled to all other contract benefits available to bargaining unit members unless otherwise limited by specific provisions of this contract.

This section intentionally supersedes Ohio Revised Code, including but not limited to 3317.13, 3317.14, 3319.11, 3319.111, and 3319.17.

R. Free Admission to School Activities

Teachers who volunteer at two (2) events, shall receive a family pass for free admission to all remaining home school-related activities and functions, excluding fund raising events.

S. Academic Work Rate (AWR)

An Academic Work Rate (AWR) shall be established at twenty dollars (\$20) per hour.

ARTICLE V - EMPLOYMENT PRACTICES/WORKING CONDITIONS

A. Labor/Management Council

The Labor Management Council shall meet for the purpose of discussing matters which either party believes will serve to improve ongoing relations. The Council shall meet at the request of the Association or the Administration. Either party may call additional meetings by providing notice to the other party as prescribed in the operating procedures designed and approved by the Council members.

The Association shall select the members of the Council that represent the Association. The Superintendent shall select the administrative members of the Council. An officer of the Association shall be one (1) of the Association members. The Superintendent shall be one (1) of the administrative members.

The Council shall determine the number of members; however, the ratio of Administration representatives to Association representatives shall be equal.

B. Assignment, Vacancy, and Transfer

1. A letter of assignment for the next school year shall be issued to each employee as soon as possible but no later than July 1. This shall include grade level and/or subject area.

In a situation that is beyond the control of the parties, which would create an assignment change, the employee will be notified of the assignment change as soon as possible.

2. Voluntary and Involuntary

Transfers may be made at the request of the employee or upon the initiative of the Superintendent. Request for transfer must be renewed each year and shall be indicated by the submission of a written statement to the Superintendent.

3. Posting of Unit/Non-Unit Vacancies

- a. All positions open will be advertised.
- b. Notification of vacancies shall be forwarded within ten (10) working days to:
 - 1) The Association President.

- 2) All teachers. (Vacancies shall be posted and prominently displayed in a location where all members will be assured of notification.)
 - 3) All teachers on leave of absence (to be notified by mail).
 - c. Vacancies which occur during holidays or summer will be emailed to all teachers listed in items b. 1), 2), and 3).
 - d. Notification of vacancies shall include the following:
 - 1) Positions available.
 - 2) Certification(s)/licensure and requirements for the job.
 - 3) Deadline for applications.
 - 4) Effective starting date.
 - 5) Any additional pertinent information.
4. Transfer Procedures
 - a. Teachers shall have ten (10) working days from the receipt of notification of vacancies to apply for positions posted. During August, the application period shall be shortened to five (5) days.
 - b. Transfers shall be made on a voluntary basis if possible.
 - c. Positions may be filled from properly certificated/licensed teachers who apply on the basis of qualifications and seniority as deemed by the Superintendent.
 - d. Involuntary transfers shall not be for discipline or reprisal.
 - e. Involuntary transfers will only be made after a conference between the employee being transferred, principal or immediate supervisor, and the Superintendent. An Association representative may be present at the option of the employee.
 - f. A teacher being involuntarily transferred shall be told the reasons for the transfer. These reasons will be reduced to writing at the request of the teacher. At the time of notification of the impending transfer, the Administration shall supply the teacher with a list of all available openings

for which the teacher is certified/licensed. An Association representative may be present at the option of the employee.

- g. Present employees shall be given consideration before a vacancy is filled from outside the bargaining unit.

C. Reduction in Force

The Board may reduce the number of teachers employed by the District in six (6) specified situations:

1. Where there has been a decline in pupil enrollment.
2. Where regular teachers have returned from a leave of absence.
3. Where schools have been suspended.
4. Where there have been territorial changes affecting the District.
5. Financial reasons.
6. Where employees have retired or left the District through attrition.

When the Board decides, for any of the above reasons, that it is necessary to reduce the number of teachers, it may make a reasonable reduction. In making such reduction, the Board must suspend contracts in accordance with the recommendation of the Superintendent who is required, within each teaching field affected, to give preference first to teachers on continuing contracts and then to teachers who are most qualified by comparable evaluations over a three (3) year period.

Teachers whose continuing contracts are suspended have the right to be restored to continuing service status in the order of certification and then seniority of service in the District, if and when teaching positions become available for which those teachers are qualified. After all eligible continuing contract staff are restored to continuous status, teachers whose limited contracts are suspended and have five (5) years of service with the Mohawk Schools will have the right to be restored to a limited contract status in the order of certification and then seniority of service in the District, if and when teaching positions become available for which those teachers are qualified. Teachers will remain on the recall list for a period of no more than 24 months.

Where group insurance policies permit, a teacher on the recall list who is unemployed and does not otherwise have group coverage available may continue to participate in those benefits which are provided to teachers in

active employment provided the teacher pays the group rates for such benefits.

When a vacancy occurs, the Board shall send a certified announcement to the last known address of teachers on the recall list who are qualified to fill the vacancy. It is the teacher's responsibility to keep the Board informed of his/her current address. Any teacher who fails to respond in writing to the Superintendent's office within ten (10) business days, or declines a full-time position, shall forfeit all recall rights.

A teacher on the recall list shall, upon acceptance of the notification to resume active employment status, return to active employment status with the same seniority, accumulation of sick leave and salary schedule placement as said teacher enjoyed at the time of layoff.

For purposes of this procedure, "teaching field" shall be defined as those subjects or fields named on the teachers' certificates/licenses, and "seniority" shall be defined as including only continuous, unbroken service within the District. Teachers who have been approved by Board action for leave as outlined in Article III, Section E, of this Agreement shall be considered as having continuous service.

In determining seniority in the District, the following sequence will be followed:

1. Number of years of continuous, unbroken service within the District.
2. If two (2) or more employees are equal in Step 1, then the date of Board action to hire the employee will determine seniority. The earliest date being the one with most seniority.
3. If two (2) or more employees are equal in Step 1 and 2, the tie shall be broken by the Superintendent based upon what he believes to be in the best interest of the District.

On or before April 1 preceding an anticipated staff reduction, the Association President shall be notified of the Board's intent to consider a staff reduction. A meeting shall be held between representatives of the Association and the Board to review appropriate data indicating a need for a reduction in staff. The Association shall be informed as to why the reduction is deemed necessary, what teaching fields are to be affected, the extent of the anticipated reduction, and will be provided with a seniority list of all employees.

The Administration will provide letters of recommendation for teachers affected by a reduction in force, within ten (10) days of the teacher's

notification that his/her contract has been suspended, and will attempt to provide other forms of assistance, where possible, upon the request of the teacher.

The personnel records and all references of those teachers laid off pursuant to this policy shall clearly indicate that such was due to a reduction in force and was not due to unsatisfactory performance.

D. Teacher Work Day

The teacher's work day shall not be longer than 7-1/2 hours. A maximum of five (5) 30-to 60-minute staff meetings per year will be scheduled. Meetings shall not be scheduled on the same day as P.T.O. meetings or on days when staff members are expected to return for other non-supplemental assignments, or the day before a holiday break.

Up to six (6) scheduled early release days per school year employees are required to attend staff meetings for grade level, departmental, curriculum discussion, etc. Early dismissals meetings will be held from 1:30 p.m. until 3:15 p.m.

All teachers shall be entitled to an uninterrupted, duty-free lunch period of not less than thirty (30) minutes. A teacher may leave the school for lunch provided that he/she informs the school secretary and returns at the appropriate time.

All secondary teachers shall be entitled during the student day to a daily planning/conference period which is the equivalent of a regular teaching period and may be assigned no additional duties during this time.

All elementary teachers shall be entitled to at least two hundred (200) minutes per week of planning/conference time during the student day and may be assigned no additional duties during this time. At least thirty (30) consecutive minutes of this planning/conference time shall be scheduled each day.

E. School Year

The length of the school year shall be one hundred eighty-four (184) contract days. This shall include:

1. One (1) day for a general meeting and teacher preparation at the beginning of the school year.
2. Up to two (2) school days per year in which classes are dismissed for the purpose of parent-teacher conferences.

3. Two (2) days of inservice and one (1) workday/reporting combination will also be included.
4. Up to two (2) additional days of inservice if the District requests and is granted waiver days by the Ohio Department of Education.

F. School Calendar

1. The school calendar shall be no more than one hundred and eighty-four (184) days which shall include at least four (4) paid days during which students are not present as set forth above.
2. In January of each year, the Association President shall appoint three (3) members to meet with the Superintendent to study and make recommendations regarding the school calendar for the following school year. All information and recommendations will be submitted to the Superintendent and to the Association President on or prior to February 28. No calendar may be adopted which is not in compliance with the provisions of this Agreement.
3. The requirement of one hundred and eighty (180) instructional days shall be waived for a shorter period of time if school(s) are closed for weather, calamity, energy conservation, or for other reasons in keeping with the applicable law and state minimum requirements for each year.

G. Right to Representation and/or Consultation

1. An employee shall be granted sufficient time to secure professional advice before he/she is required to file a written accident report or to give an oral account of an accident to the employer or anyone else if the incident could potentially result in a claim of liability.
2. Prior to the making of any statements (oral or written) relative to a potential or actual lawsuit, an employee shall have the right to seek counsel from an individual(s) of his/her choice. The same right shall exist prior to the settlement of any action brought against an employee.
3. Employees shall have the right to representation of their choice at any meeting and/or hearing involving a complaint or incident that could result in a claim of liability and at any and all meetings, hearings, and/or depositions related to an actual lawsuit.

4. An employee shall suffer no loss of pay as a result of attendance at any meeting, hearing, or deposition related to an actual or potential lawsuit stemming from employment with the District. Nor shall an employee suffer loss of any type of leave to which he/she is otherwise entitled.

H. **Use of Tobacco on School Premises**

The use of tobacco will not be permitted on school premises.

I. **Personnel Files**

1. The official personnel file of each teacher shall be maintained in the office of the Board.
2. The teacher shall have access to his/her personnel file upon request. A representative of a teacher shall have access to said teacher's personnel file when said teacher requests such access in writing to the Superintendent or his/her designee. Access shall be granted within twenty-four (24) hours.
3. Access to the personnel file of a teacher by others shall be limited to Board members, central office administrators, immediate building principal, administrators directly supervising the affected teacher, other administrators considering that teacher for possible transfer or promotion, or the designee of the unit member.
4. In the event any person, other than those specified in Number 3 (above), seeks to review the personnel file of a member of the bargaining unit, the member and the Association shall be notified at least three (3) days in advance of such review. Such notice shall include the name of the person making the request, the date the request was made and, if scheduled, the date and time of the review. The review shall be scheduled at such time to provide the employee the opportunity to be present. The employee may be accompanied by a representative of his/her choice.
5. Upon request, a teacher shall be entitled to a copy of the specific material(s) in his/her file within twenty-four (24) hours. The teacher may be charged a fee of \$.03 per copy.
6. Letters or materials anonymous to the teacher or reports partially or entirely based on sources anonymous to the teacher shall not be placed in a teacher's personnel file.

7. Each teacher shall have the right to indicate those documents and/or other materials in his/her personnel file which he/she believes to be inappropriate and/or inaccurate. The teacher shall have the right to request that the inappropriate and/or inaccurate materials be removed from the file and destroyed. Such request shall be reviewed by the Superintendent. If the Superintendent does not agree to remove the materials, the teacher shall have the right to initiate a grievance at the Superintendent's level.
8. All evaluation materials and all materials of a negative and/or disciplinary nature placed in the teacher's file shall be signed by the teacher indicating that he/she has seen the material.

J. Public Complaints and Grievances

Any person or group having a legitimate interest in the schools of this District shall have the right to present a request, suggestion, complaint, or grievance concerning District personnel, the program or the operations of the District. At the same time, the Board has a duty to protect its staff from unnecessary harassment. It is the intent of this policy to provide the means for judging each public complaint and grievance in a fair and impartial manner and to seek a remedy where appropriate.

It is the desire of the Board to rectify any misunderstandings between the public and the District by direct discussions of an informal type among the interested parties. It is only when such informal meetings fail to resolve the differences, shall a more formal procedures be employed.

Matters regarding a professional staff member:

1. First Level

If it is a matter specifically directed toward an employee, the matter must be addressed, initially, to the concerned staff member who shall discuss it promptly with the complainant and make every effort to provide a reasoned explanation or take appropriate action within his/her authority and District rules and regulations.

As appropriate, the employee shall report the matter and whatever action may have been taken to the building principal.

2. Second Level

If the matter cannot be satisfactorily resolved at the first level, it shall be discussed by the complainant with the building principal.

3. Third Level

If a satisfactory solution is not achieved by discussion with the building principal, a request for a conference shall be submitted in writing to the Superintendent.

4. Fourth Level

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

The complainant shall be advised, in writing, of the Board's decision, no more than fourteen (14) days following the hearing.

5. The teacher reserves the right to grieve any action taken by the Board as a result of a complaint.

K. Progressive Discipline

1. No employee shall be disciplined except for just cause.
2. The purpose of this disciplinary procedure is to secure at the lowest possible level, solutions to problems which may arise during the school year affecting employees classroom performance and/or compliance with District rules, regulations, policies, or directives in an effective and confidential manner.
3. The steps of progressive discipline are:
 - a. Verbal Warning - Verbal Warnings shall be discussed in private between the parties involved. Whenever an administrator intends to issue a verbal warning, he/she will inform the employee that the first step of the disciplinary procedure is being initiated.
 - b. Written Reprimand - Within ten (10) days of when the administrator knew of an offense warranting a written reprimand, the administrator shall meet with the employee to discuss the offense. At the meeting, the teacher may be represented by a representative of the Association of his/her choice. Employee may request written reprimands be removed from the employee's file three (3) years from its placement if allowed by the law.
 - c. Suspension - The Superintendent may suspend an employee without pay for up to three (3) work days. Employee may request

suspensions be removed from the employee's file three (3) years from its placement if allowed by the law.

- d. Termination – The Board may terminate an employee in accordance with O.R.C. §3319.16
4. In the case of suspension without pay for three (3) days or less, the Superintendent will explain the reason(s) for the discipline to the employee prior to suspension. When the Superintendent determines suspension of three (3) days or less is warranted, the Superintendent shall provide written notice including the reason(s) and the effective date(s) of the suspension.
5. Discipline will be progressive and will be commensurate with the offense. Notwithstanding the foregoing, If the offense is deemed by the building administrator, the Superintendent, or the Board to be of a serious nature, the administration may skip the progressive discipline steps and immediately impose a severe disciplinary measure (i.e. unpaid suspension or termination).
6. Nothing herein shall preclude the Superintendent from suspending an employee with pay.
7. At all steps of the disciplinary procedure a bargaining unit member shall have the right to have an Association representative present.
8. Fringe benefits shall remain in effect during the time of any suspension under this Article.
9. If any grievance is filed because of a suspension without pay, the grievance may be initiated at Step Two, Article II - Grievance Procedure.
10. Nothing herein shall be construed as limiting or prohibiting the Administration's authority to report suspected criminal activity or suspected abuse as defined by ORC 2151.421, and to deal with such suspected activity once proven, according to state and/or federal law.

L. Class Size and Load

1. It is recognized by the Association and the Board that pupil-teacher ratio is an important aspect of an effective educational program.
2. The Board agrees to the following maximums for class size loads:

- a. Teachers of academic classes in Kindergarten through Grade 2 shall not have a class load that exceeds twenty-eight (28).
 - b. Teachers of academic classes in Grades 3 and 4 shall not have a class load that exceeds one hundred sixty-five (165) students per day.
 - c. Teachers of academic classes in Grades 5 and 6 shall not have a class load that exceeds one hundred sixty-five (165) students per day.
 - d. Teachers of academic classes in Grades 7 and 8 shall not have a class load that exceeds one hundred seventy-five (175) students per day.
 - e. Teachers of academic classes in Grades 9 through 12 shall not have a class load that exceeds one hundred seventy-five (175) students per day.
3. Elementary vocal music, art, and physical education classes should not regularly exceed one classroom unit.
 4. No teacher shall have more students assigned than a physical facility shall allow.
 5. Every effort will be made to equalize the class numbers in grades K-6.

M. Building and Equipment Access

Each teacher shall be issued a key card and applicable keys that will permit them to access the building, classrooms and equipment during permissible times as necessary.

N. Evaluation

1. Purpose
 - a. To assess an employee's work performance.
 - b. To help the employee to achieve greater effectiveness in the performance of his/her work assignment.

- c. To constitute the basis for personnel decisions including promotions, reassignments, continuing status, limited contract renewal or non-renewal.

2. Procedures

In any school year in which the Board may declare its intention not to reemploy a teacher under Section 3319.11 of the Ohio Revised Code and at all other times employees are evaluated, the following shall be followed.

Standard Model Evaluation Instrument Usage

- 1) Employees will be evaluated using the Standard Model Evaluation Instrument. (Appendix E)
- 2) One of these evaluations must be conducted on or before January 15, with the teacher receiving a written report of the evaluation no later than January 25. Another evaluation must be conducted between February 10 and April 1, with the teacher receiving a written report no later than April 10. In any other school year, the Board is not required to evaluate the employee more than once over the course of the year. These evaluations must be conducted by a certified administrator employed by the District.

3. Criteria for Evaluation

The Board also must adopt evaluation procedures, which include, but are not limited to the following:

- a. Delineation of criteria of job performance expectation in the employee's areas of responsibility. Test scores of students shall not be part of the evaluation criteria.
- b. The evaluation system and forms shall be standardized throughout the District. The document shall remain the same during the course of a school year and may be revised only if mutually agreed upon by the parties.
- c. An employee shall be evaluated on criteria set forth in the negotiated evaluation instrument(s) adopted by the Board and the Association.

- d. At least one (1) of the two (2) observations for each evaluation shall be conducted with at least a day's notice given to the teacher.
- e. All monitoring or observation of the work performance of an employee shall be conducted openly and with full knowledge of the employee.
- f. No misleading, inaccurate, or undocumented information may become part of an employee's performance evaluation report.

4. Observations

- a. A minimum of two (2) formal observations shall be conducted to support each performance evaluation. A formal observation shall last a minimum of thirty (30) continuous minutes.

The evaluation procedure will be completed in one (1) of the following ways:

- 1) The building principal will complete the entire evaluation.
- 2) With the employee's permission, half of the evaluation will be completed by the building principal and half by a certified administrator other than the building principal.
- 3) With the employee's permission, the entire evaluation will be completed by a certified administrator other than the building principal.
- 4) Refusal of items 2) or 3) may in no way affect the evaluation.

Should there be a discrepancy in evaluation(s) between different administrators, no negative contractual action will be taken prior to the following year's evaluations which will be completed by the employee's building principal.

All formal evaluations shall be preceded by a conference between the evaluator and the employee.

- b. The first formal observation of a formal evaluation process shall be announced as to time and date of occurrence. The second observation of the process may be unannounced. This second observation must take place within thirty-five (35) common working days of the first observation.

5. Identification of Evaluation Deficiencies

- a. If either observation results in identification of performance deficiencies, the evaluation process will be finalized within ten (10) days of the second observation. All of the evaluator's observation shall be compiled in writing. A copy of the written evaluation report will be given to the employee at the post-evaluation conference. Any additional evaluations that the Administration chooses to do outside the requirements of this Agreement may be at the discretion of the Administration.
- b. The evaluator shall submit a specific written plan, with an opportunity for input from the employee, for correcting the deficiencies which shall include ways in which the supervisor shall assist the employee to correct the deficiencies. The plan shall include a reasonable time between evaluations to allow time for improvement in the areas of performance deficiencies.

6. Finalization of Evaluation

- a. No later than February 1 and before the formal written evaluation report is finalized, both a copy of the formal written evaluation report for the employee's annual evaluation shall be given to the employee and a conference shall be held between the employee and the evaluator.
- b. No later than April 10 and before the second formal evaluation report is finalized, both a copy of the formal written evaluation report for the employee's second annual evaluation (if one was conducted) shall be given to the employee and a conference shall be held between the employee and the evaluator.
- c. The performance evaluation of an employee shall be based upon the observations of the employee's performance and shall acknowledge the performance strengths of the employee evaluated as well as performance deficiencies, if any. The evaluator shall note the data used to support the

conclusions reached in the formal evaluation report. The evaluation report shall be signed by the evaluator and the employee to verify notification to the employee that the evaluation will be placed on file, but the employee's signature should not be construed as evidence that the employee agrees with the contents of the evaluation report. The final evaluation report shall be conducted and completed by April 10, signed by both parties and sent to the Superintendent.

- d. The employee shall have the right to make a written response within ten (10) working days after signing the evaluation and to have it attached to the evaluation report to be placed in the employee's personnel file. A copy signed by both parties shall be retained by the employee.
 - e. If the evaluator or the Superintendent decides to recommend contract non-renewal, denial of continuing contract, or any other adverse personnel action, the employee shall be notified in writing at least seven (7) days prior to any official Board action on the recommendation.
 - f. An employee shall be entitled to Association representation at any conference held during this procedure in which the employee will be advised of an impending adverse personnel action.
- 7. Any violation of either procedural or substantive due process shall automatically require re-employment of the employee under a continuing contract, if eligible, or an appropriate limited contract if the employee is not eligible for a continuing contract.
 - 8. Non-renewal shall be considered only on the basis of evaluations made under this procedure, or for other good and just cause.
 - 9. The provisions of this Section supersede and replace the provisions of Section 3319.111 of the Ohio Revised Code.
 - 10. During the 2012-2013 school year, the Board and the Association will appoint a committee to modify Article V, Section M. Evaluation to meet the required state standards. Notwithstanding the above provisions, the parties acknowledge that the Board will implement, effective July 1, 2013, a standards-based teacher evaluation procedure that conforms to the framework for evaluating teachers appearing in Section 3319.112 of the Ohio Revised Code. The parties further agree that the terms of such standards-based

evaluation procedure will supersede and replace the above provisions where such terms conflict with the above provisions.

O. Search Committee

If a search committee is created for an administrative job selection, it shall include at least one (1) representative from the Association.

P. Association Rights

1. Receipt of Public Information

Upon request, the Board and the Superintendent agree to furnish the President of the Association a copy of any available information requested in writing through the Superintendent.

2. Input into Policy

At least two (2) weeks prior to Board adoption of any new policies or revisions of current policies which affect individuals represented by the Association, the proposed policy/policies shall be presented to the Association President for study and suggestions. However, should the policy(ies) affect wages, hours, terms and/or conditions of employment, the parties will enter into negotiations in accordance with Article I, Section C.

Q. Local Professional Development Committee (LPDC)

The Local Professional Development Committee (LPDC) structure and appeals process established will be implemented with the following understandings.

1. The LPDC shall have no authority to change or deviate from any provision of this Agreement except as provided in Section 4117.10 of the Ohio Revised Code.
2. Bargaining unit members and the chairperson of the LPDC will be appointed by the Association. Only two (2) bargaining unit members will be paid per meeting. Administrative members of the LPDC will be appointed by the Superintendent
3. A bargaining unit member of the LPDC will not be deprived of preparation time for regular instructional duties nor directed or expected to extend the member's regular work day for LPDC duties.

4. The LPDC shall perform the functions required by Section 3319.22 of the Ohio Revised Code and the administrative rules adopted under that statute.
5. Each LPDC member shall serve a two-year term. Vacancies will be filled by the Association or Superintendent, whichever applies.
6. The LPDC shall determine the frequency, time, and place of meetings and the process by which its business will be conducted.
7. The Chairperson shall receive a five hundred dollar (\$500) stipend. Association Committee members shall be paid a stipend of twenty-five dollars (\$25) per meeting. Committee members shall be paid the District wage rate for attending meetings outside the school district. Compensation will be paid no later than the second pay in June. The Chairperson will provide the Treasurer with appropriate documentation and amounts for payroll prior to the end of the school year.
8. Appeals Process

The LPDC shall develop an appeals procedure, which complies with this Agreement and Ohio Revised Code. A copy of the appeals procedure shall be distributed to all employees at the beginning of each school year in a manner agreed upon by the Association and the Administration.

The Appeals procedure shall not be governed under the Grievance Procedure contained in this Agreement.

TERM OF AGREEMENT

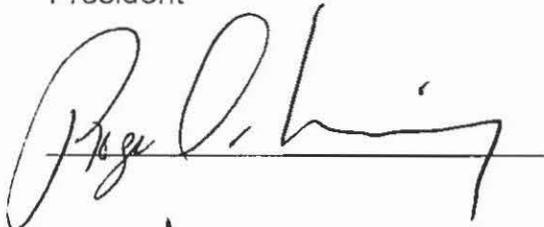
This Negotiated Agreement shall become effective July 1, 2012, and shall remain in full force and effect through June 30, 2013.

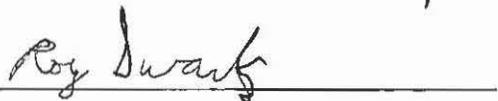
This Agreement made and entered into on this 18th day of June, 2012, by and between the Board and the Association.

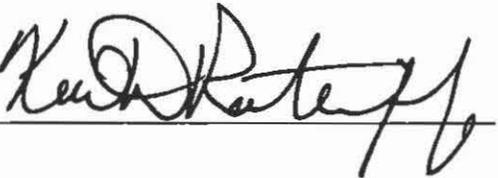
Mohawk Local Board of Education



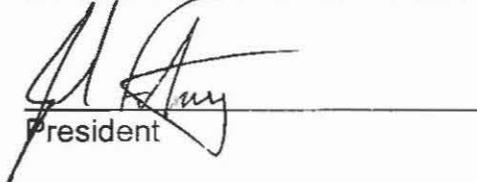
President



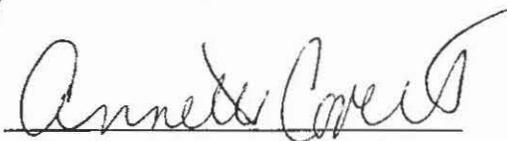


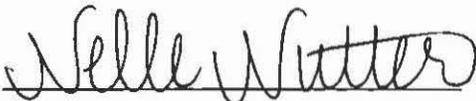


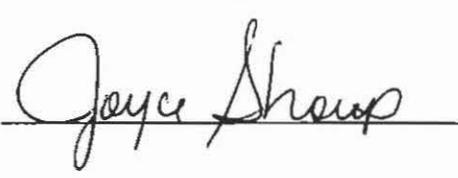
Mohawk Education Association



President







		Mohawk Local Schools			APPENDIX A	
		Certified Salary Schedule				
		2012-2013				
Exp.	BA	BA+150	MA	MA+12		
Base	\$29,084					
0 - 3	\$32,574	\$34,581	\$36,937	\$38,827		
	1.12	1.189	1.27	1.335		
4	\$33,737	\$35,890	\$38,391	\$40,427		
	1.16	1.234	1.32	1.39		
5	\$34,901	\$37,198	\$39,845	\$42,026		
	1.2	1.279	1.37	1.445		
6	\$36,064	\$38,507	\$41,299	\$43,626		
	1.24	1.324	1.42	1.5		
7	\$37,228	\$39,816	\$42,753	\$45,226		
	1.28	1.369	1.47	1.555		
8	\$38,391	\$41,125	\$44,208	\$46,825		
	1.32	1.414	1.52	1.61		
9	\$39,554	\$42,434	\$45,662	\$48,425		
	1.36	1.459	1.57	1.665		
10	\$40,718	\$43,742	\$47,116	\$50,024		
	1.4	1.504	1.62	1.72		
11	\$41,881	\$45,051	\$48,570	\$51,624		
	1.44	1.549	1.67	1.775		
12	\$43,044	\$46,360	\$50,024	\$53,224		
	1.48	1.594	1.72	1.83		
13	\$43,044	\$46,360	\$50,606	\$53,805		
	1.48	1.594	1.74	1.85		
15	\$44,208	\$47,669	\$51,479	\$54,823		
	1.52	1.639	1.77	1.885		
16	\$44,208	\$47,669	\$52,060	\$55,405		
	1.52	1.639	1.79	1.905		
17	\$45,371	\$48,977	\$52,933	\$56,423		
	1.56	1.684	1.82	1.94		
18	\$45,371	\$48,977	\$53,515	\$57,005		
	1.56	1.684	1.84	1.96		
20	\$46,534	\$50,286	\$54,387	\$58,023		
	1.6	1.729	1.87	1.995		
21	\$46,534	\$50,286	\$55,260	\$58,895		
	1.6	1.729	1.9	2.025		
22	\$47,698	\$51,595	\$55,841	\$59,622		
	1.64	1.774	1.92	2.05		
24	\$47,698	\$51,595	\$56,423	\$60,349		
	1.64	1.774	1.94	2.075		
27	\$48,861	\$52,904	\$57,295	\$61,222		
	1.68	1.819	1.97	2.105		

**Mohawk Local Schools
Supplemental Salary Schedule
2012-2013**

APPENDIX B

					Per Game Tournament Pay % of Supplemental Salary
Category	1st Year	3rd Year	5th Year		
Base	\$29,084				
Class 1	Athletic Director	\$4,508	\$5,526	\$6,398	0.10 All-Sports Banner
		0.155	0.190	0.220	
Class 2	Head Football	\$4,072	\$4,799	\$5,671	0.10 Gain Play-off Berth
	Head Basketball	0.140	0.165	0.195	0.05 After One Tournament Win
	Head Wrestling				0.05 Participation in District
	High School Marching Band				0.10 After One Tournament Win
Class 3	Assistant Athletic Director	\$3,054	\$3,636	\$4,217	
	Head Volleyball	0.105	0.125	0.145	0.05 After One Tournament Win
	Head Boys Track				0.05 Participation in Regional
	Head Girls Track				0.05 Participation in Regional
	Head Baseball				0.05 After One Tournament Win
	Head Softball				0.05 After One Tournament Win
	Head Cross Country				0.05 Participation in State Meet
	Head Golf				0.05 Participation in District Meet
	Head Soccer				0.05 After One Tournament Win
	Weight Room Coord. (6 Mos.)				
Class 4	Assistant Football (Up to 5)	\$2,836	\$3,345	\$3,926	
	Assistant Basketball	0.0975	0.115	0.135	
	Assistant Wrestling				
	Assistant Volleyball				
	Assistant Track				
	Varsity Assistant Baseball				
	Varsity Assistant Softball				
	Freshman Basketball				
	Freshman Volleyball				
Class 5	Basketball Head Cheerleading	\$2,181	\$2,618	\$3,054	
	Football Head Cheerleading	0.075	0.09	0.105	
	JH Volleyball				
	JH Football (Up to 3)				
	JH Wrestling				
	JH Marching Band				
	JH Basketball				
	JH Track				
	Assistant JH Track				
	Assistant Cross Country				
Class 6	Elementary Band	\$2,036	\$2,181	\$2,327	
	Dance Team	0.0700	0.0750	0.0800	
	Musical Director				

Class 7	Publications Advisor	\$1,454	\$1,672	\$1,818
	Assistant H.S. Band	0.0500	0.0575	0.0625
	Pep Band			
	JH Football Cheerleading			
	JH Basketball Cheerleading			
	After School Tutors			
	Show Choir			
Class 8	Assistant Musical (Up to 4)	\$1,163	\$1,381	\$1,527
	Junior Class Advisor	0.0400	0.0475	0.0525
	Extended Period			
	Head Teacher			
	Majorette/Flag Corp Advisor			
Class 9	Elementary Basketball	\$945	\$1,018	\$1,163
	Elementary Wrestling	0.0325	0.0350	0.0400
	Elementary Cross Country			
	HS and JH Student Council			
	Spanish Club			
	Play Technical Director			
	HS and JH National Honor Society			
HS and JH Extended Period				
Class 10	HS and JH Quiz Bowl Advisor	\$436	\$582	\$727
		0.0150	0.0200	0.0250
Class 11	Mentor	\$300		
	HS and JH SADD Advisor	\$315		
Class 12	HS Virtual Learning Academy	\$100/course		
	Tutor	AWR (Academic Work Rate and 15 minutes per hour for allow able planned time)		

APPENDIX C

DONATION OF SICK LEAVE

UNDER THE PROVISIONS OF THE MASTER AGREEMENT BETWEEN THE BOARD AND THE ASSOCIATION, THE MOHAWK LOCAL SCHOOLS BOARD OF EDUCATION AND THE MOHAWK EDUCATION ASSOCIATION HAVE AGREED TO ESTABLISH A SICK LEAVE BANK.

THE PURPOSE OF THIS PROGRAM IS TO ALLOW INDIVIDUAL EMPLOYEES TO DONATE ONE (1) DAY OF THEIR ACCUMULATED SICK LEAVE TO AN INDIVIDUAL WHO HAS EXPERIENCED A PERSONAL CATASTROPHIC ILLNESS OR INJURY OR TO AN INDIVIDUAL WHOSE FAMILY MEMBER HAS EXPERIENCED A CATASTROPHIC ILLNESS OR INJURY AND BEEN APPROVED BY THE SICK LEAVE BANK COMMITTEE.

GUIDELINES FOR DONATION OF SICK LEAVE

1. ANYONE MAKING A DONATION MUST HAVE ACCUMULATED AT LEAST FIFTY (50) DAYS OF SICK LEAVE.
2. SICK LEAVE WILL BE DEDUCTED FROM THE TOTAL ACCUMULATION OF THE DONOR.
3. DONORS MAY DONATE ONE (1) DAY TO THE SICK LEAVE BANK.
4. NAMES OF DONORS TO THE SICK LEAVE BANK WILL BE KEPT CONFIDENTIAL.

I HAVE READ THE ABOVE INFORMATION AND AGREE TO DONATE _____ DAY.

I CURRENTLY HAVE A TOTAL OF _____ DAYS OF ACCUMULATED SICK LEAVE.

DATE

NAME OF EMPLOYEE MAKING DONATION

SIGNATURE

THIS FORM SHOULD BE RETURNED TO THE TREASURER, MOHAWK LOCAL SCHOOLS.

MOHAWK LOCAL SCHOOL DISTRICT
GRIEVANCE FORM

GRIEVANCE # _____

NAME OF GRIEVANT _____

BUILDING _____

A. STATEMENT OF GRIEVANCE: (ADDITIONAL INFORMATION MAY BE
ATTACHED IF NEEDED)
DATE CAUSE OF GRIEVANCE OCCURRED

B. IDENTIFY CONTRACT PROVISION VIOLATED, MISINTERPRETED, MISAPPLIED:

C. RELIEF SOUGHT:

SIGNATURE OF AGGRIEVED

DATE

SIGNATURE OF PRESIDENT

DATE

STEP ONE
RECEIPT OF GRIEVANCE BY IMMEDIATE SUPERVISOR

APPROPRIATE SUPERVISOR _____

DATE FILED _____

DISPOSITION OF SUPERVISOR:

SIGNATURE OF SUPERVISOR

DATE

APPENDIX D

STEP TWO
RECEIPT OF GRIEVANCE BY SUPERINTENDENT

DATE FILED _____

SIGNATURE OF SUPERINTENDENT

DISPOSITION OF SUPERINTENDENT:

SIGNATURE OF SUPERINTENDENT

DATE

STEP THREE
RECEIPT OF GRIEVANCE ON BEHALF OF BOARD OF EDUCATION

DATE FILED _____

SIGNATURE OF BOARD PRESIDENT
OR DESIGNEE

DISPOSITION OF BOARD:

SIGNATURE OF BOARD PRESIDENT

DATE

APPEAL TO ARBITRATION

DATE FILED _____

SIGNATURE OF PRESIDENT

MOHAWK LOCAL SCHOOLS STANDARD TEACHER EVALUATION

TEACHER _____ BUILDING _____

EVALUATOR _____ ASSIGNMENT _____

Observation Dates: 1st: _____ 2nd: _____ Evaluation Date: _____

	Exceeds Expectations	Meets Expectations	*Needs Improvement	*Unsatisfactory	Not Applicable
1. Classroom Management:	<input type="checkbox"/>				

Comments: _____

2. Knowledge Base:	<input type="checkbox"/>				
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Comments: _____

3. Instructional Performance:					
a. Presented Objectives Clearly to Class	<input type="checkbox"/>				
b. Provided Appropriate Variety of Activities	<input type="checkbox"/>				
c. Presented Appropriate Closure	<input type="checkbox"/>				
d. Utilized Effective Oral and Written Communications	<input type="checkbox"/>				
e. Facilitated Student Learning	<input type="checkbox"/>				

Comments: _____

4. Professional Responsibilities:					
a. Complies with School Policies	<input type="checkbox"/>				
b. Care of Available Facilities	<input type="checkbox"/>				
c. Lesson Plans	<input type="checkbox"/>				
d. Dependability	<input type="checkbox"/>				

Comments: _____

	Exceeds Expectations	Meets Expectations	*Needs Improvement	*Unsatisfactory	Not Applicable
--	-------------------------	-----------------------	-----------------------	-----------------	-------------------

5. Professional Relationships:

- | | | | | | |
|--------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| a. Student/Teacher | <input type="checkbox"/> |
| b. Parent/Teacher | <input type="checkbox"/> |
| c. Staff/Teacher | <input type="checkbox"/> |

Comments: _____

6. Professional Growth:

	<input type="checkbox"/>				
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Comments: _____

*Requires Evaluator to write plan for improvement.

Evaluator Comments: _____

Teacher Comments: _____

By affixing my signature to this document, I indicate that I have had an opportunity to read it, but it does not necessarily mean that I agree in total or in part with its contents stated herein.

(Teacher)

(Date)

(Administrator)

(Date)

SICK LEAVE BANK REQUEST FORM

EMPLOYEE'S NAME _____

I AM REQUESTING _____ NUMBER OF DAYS FROM THE SICK LEAVE BANK.

THE REASON I AM REQUESTING SICK LEAVE IS:

1. I UNDERSTAND THAT MY REQUEST WILL BE CONSIDERED AND GRANTED ONLY IF THERE ARE DAYS DONATED BY FELLOW EMPLOYEES TO THE SICK LEAVE BANK.
2. I UNDERSTAND THAT THE NUMBER OF DAYS GRANTED CANNOT EXCEED THE NUMBER OF DAYS THAT HAVE BEEN DONATED.
3. I HAVE READ THE GUIDELINES FOR USE OF SICK LEAVE BANK IN THE NEGOTIATED AGREEMENT.
4. I UNDERSTAND THAT I AM ONLY ELIGIBLE TO USE THE SICK LEAVE BANK DURING MY CURRENT CONTRACT OR CURRENT SCHOOL YEAR.

I HAVE READ ALL OF THE ABOVE STATEMENTS AND AGREE TO ABIDE BY THE CONDITIONS.

DATE	NAME OF PERSON MAKING REQUEST (NAME MAY BE WITHHELD ON DONATION REQUEST FORM UPON REQUEST OF PERSON MAKING REQUEST FOR SICK LEAVE BANK. I ____ DO ____ DO NOT REQUEST THAT MY NAME BE WITHHELD.)
------	---

DATE	APPROVED BY COMMITTEE
------	-----------------------

ONE (1) COPY OF THIS FORM SHOULD BE RETURNED TO THE SUPERINTENDENT AND ONE (1) COPY SHOULD BE SENT TO THE ASSOCIATION PRESIDENT.

**Letter of Concurrence
between the
Mohawk Education Association
and the
Mohawk Board of Education**

This Letter of Concurrence is entered into this 27 day of July, 2012 by and between Mohawk Education Association (Association) and the Mohawk Board of Education. (Board).

INSOFAR AS THE Board and the Association have a Master Agreement beginning on July 1, 2012 and continuing until June 30th, 2013;

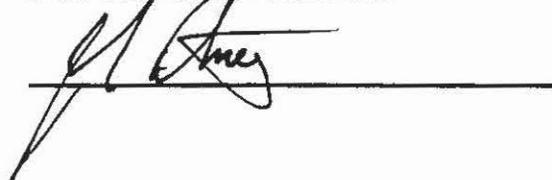
The Association and the Board have conferred; and

IT IS AGREED THAT the language contained in Article IV-Salaries and Fringe Benefits; Section D 1; page 16, shall be amended by maintaining the current Tier 3 insurance plan and premiums and changing the Tier 3 (HDP/HSA) plan title to Tier 4.

For the Board



For the Association



EXTENDED CONTRACT CERTIFICATE
(Section 5705.412, O.R.C.)

CERTIFICATE

It is hereby certified with respect to the agreement, wages, and salary schedules attached hereto that the Mohawk Local School District has in effect for the remainder of the current fiscal year and the succeeding fiscal year the authorization to levy taxes, including the renewal or replacement of existing levies, which, when combined with the estimated revenue from all other sources available to the district at the time of certification, are sufficient to provide the operating revenues necessary to enable the district to maintain all personnel, programs, and services essential to the provision of an adequate educational program on all succeeding fiscal years equal to the number of days instruction that was held or is scheduled for the succeeding fiscal years, whichever period of years is greater.

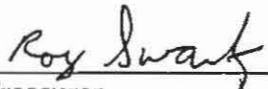
6/18/12

Dated

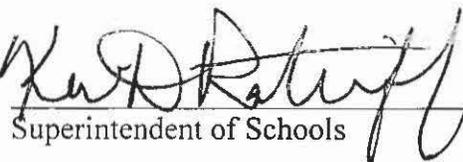
Mohawk Local School District:



President Board of Education



Treasurer



Superintendent of Schools

