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# **NEGOTIATED AGREEMENT**

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**BETWEEN THE**

**MOGADORE EDUCATION ASSOCIATION**

**AND THE**

**MOGADORE LOCAL BOARD OF EDUCATION**

**June 29, 2013 – June 29, 2016**

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STATE EMPLOYMENT  
RELATIONS BOARD

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## **PURPOSE**

The purpose of this document is to establish a relationship between the Board of Education of the Mogadore Local School District, hereinafter referred to as the "Board," and the Mogadore Education Association, hereinafter referred to as the "Association" or "MEA," and to set forth an orderly and effective procedure by which negotiations shall take place.

## **ARTICLE 1. RECOGNITION OF THE ASSOCIATION**

### **1.01 BARGAINING UNIT DEFINED**

The Mogadore Local Board of Education, hereinafter referred to as the "Board," recognizes the Mogadore Education Association, hereinafter referred to as the "Association" or the "MEA," an affiliate of the Ohio Education Association and the National Education Association, as the exclusive representative of all bargaining unit members for purposes of collective bargaining as defined in Revised Code 4117.

The bargaining unit shall include all teachers except Casual Employees, Substitute Teachers, and all Supervisory and Management Level Employees. The definition of "Supervisory and Management Level" Employees shall be as found in Revised Code 4117.01 (F) and (K). "Casual Employee" shall be defined as a person who is employed at uncertain times and/or irregular intervals. "Substitute Teacher" shall be defined as a person who is employed to serve as an as-needed teacher who is paid only for time actually worked. Athletic Directors shall be members of the bargaining unit.

### **1.02 CHANGE IN RECOGNITION**

Recognition of the Association for the above-defined bargaining unit shall be for the term of this Agreement; and will continue until a challenging employee organization legally gains exclusive representation rights, or until this organization is legally decertified as provided for and in strict compliance with provisions set forth in ORC 4117.

### **1.03 REPRESENTATION**

A bargaining unit member, hereinafter referred to as "teacher," shall be afforded the right to be represented by a MEA representative at any meeting concerning the enforcement, or interpretation, of the provisions of this Agreement.

## **ARTICLE 2. BARGAINING PROCEDURES**

### **2.01 PRINCIPLES**

2.011 "Good Faith" Negotiations: "Good Faith" requires that the MEA and the Board be willing to react to each other's proposals. If a proposal is unacceptable to one of the parties, that party is obligated to give its reasons. "Good Faith" requires both parties to recognize negotiations as a shared process.

2.012 Attaining Objectives: Attainment of objectives of the educational program of the Mogadore School District requires mutual understanding and cooperation among the Board, the Superintendent and the teaching staff. Therefore, free and open exchange of views is desirable and necessary in the negotiations process.

2.013 Certificated Teaching Personnel: It is recognized that members of the teaching staff require specialized qualifications, and that the success of the educational program in the Mogadore School District depends upon the maximum utilization of the abilities of teachers who are reasonably well satisfied with the conditions under which their services are rendered.

2.014 Right to Join or Not to Join: It is further realized that certificated teachers 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.

2.015 Rights of Minorities and Individuals: It is the continued policy and recognized obligation of the Board that the provisions of this Agreement shall be applied fairly and in accordance with those applicable Federal and State employment laws relating to race, color, religion, sex, age, national origin, or disability.

2.016 Board Rights: The Board and the Association recognize that the Board is the legally constituted body responsible for the determination of policies covering all aspects of the Mogadore School District. The Board and the Association also recognize that they must operate in accordance with all statutory provisions of the State, and other such rules and regulations as are promulgated by the State Department of Education in accordance with such statutes.

### **2.02 TIMETABLE FOR BARGAINING**

2.021 Requests for commencement of negotiations shall be given not less than ninety (90) days prior to the expiration date of the Contract. Requests from the MEA shall be made directly to the Superintendent, or in his/her absence to his/her designee; requests from the Board will be made to the MEA President.

2.022 The letter requesting negotiations shall take the form of a properly executed SERB Notice to Negotiate.

2.023 Upon receipt of the Notice to Negotiate, the receiving party shall respond within ten (10) days. For the purpose of establishing timeliness, it is assumed that receipt of any correspondence under this Section is three (3) days after mailing. The response letter shall include the following:

- a. Date of writing.
- b. Acknowledgement of receipt of request letter.
- c. The name and address of the representative of the receiving party to be contacted to make arrangements for the initial negotiations meeting.
- d. Signature and position of the sender of the response letter.

2.0231 Negotiations will begin no later than sixty (60) days prior to expiration of this Agreement. All meetings shall be mutually scheduled. The date, time and place of next meeting will be established before adjournment of each meeting.

2.0232 All items proposed for discussion shall be in writing, and the proposals shall be mutually exchanged at the first meeting. Either party may submit additional items for discussion at the second meeting. No additional items may be submitted after the second meeting, unless mutually agreed to by the parties. The time, date, and place of the next meeting shall be set by mutual agreement before adjourning the current meeting.

2.024 Mediation. No sooner than forty-five (45) calendar days prior to the expiration of this Agreement, either party shall have the option of requesting the services of a Mediator from the Federal Mediation and Conciliation Service (FMCS) to assist the parties in reaching an agreement. This shall be the parties' mutually agreed to dispute procedure under ORC 4117.14(F). At any time following the involvement of the mediator, either party may declare impasse, which declaration shall be deemed to have exhausted the dispute settlement procedure.

### **2.03 BARGAINING MEETINGS**

2.031 Members of the respective negotiations teams have the authority to make proposals, counterproposals, and to reach tentative agreement.

2.032 Each negotiations team shall consist of no more than four (4) members who shall be members of the Association or of the Board and/or management level employees of the Board. Each team shall be free to replace members of

their team and to use consultants. Consultants may be permitted to speak by mutual agreement.

2.033 Either team may caucus at any time. Caucuses should be for a reasonable length of time.

2.034 Each of the parties may take notes of each session as desired. All negotiations shall be held in Executive Session.

## **2.04 CONSULTANTS**

2.041 Expenses incurred in securing and utilizing the services of a consultant are the responsibility of the party engaging this service.

## **2.05 PROGRESS REPORTS**

2.051 Progress reports may be made to the represented bodies by their negotiations teams.

2.052 While negotiations are in progress, any release prepared for the news media and concerned with negotiations will be approved by both parties up to and including the original expiration date of the contract.

## **2.06 AGREEMENT**

2.061 When tentative agreement has been reached, the proposed Agreement shall be submitted to the Association for a ratification vote within twenty (20) days. After acceptance by the Association, the Board shall act upon ratification at its next regular meeting or a special meeting.

2.062 During the course of negotiations, items tentatively agreed to shall be reduced to writing, initialed by the spokesperson for each party, and set aside. No item shall be considered finally accepted until all items have been withdrawn from the table, or resolved and accepted by both parties.

# **ARTICLE 3. GRIEVANCE PROCEDURE**

## **3.01 DEFINITION OF GRIEVANCE**

3.011 A "grievance" is a complaint involving the alleged violation, misinterpretation, or misapplication of:

- a. The written Agreement entered into between the Board and the Association, setting forth the understanding of the parties upon those matters negotiated and agreed upon. Grievances of this

type shall be processed through Level Five of the Grievance Procedure.

- b. Administrative Rules or Building Regulations. Grievances of this type shall be processed through Level Four of the Grievance Procedure.

3.012 The term "Association" in regard to the Grievance Procedure refers to the Mogadore Education Association and any of its representatives and Counsel.

3.013 Nothing in this Grievance Procedure shall be construed so as to deny any individual, the Association, or the Board, the right to redress before any appropriate administrative agency or through the courts.

3.014 All grievance forms shall be jointly agreed to by the parties, printed by the Board, and given appropriate distribution for any employee's utilization. Proposed grievance form is attached.

3.015 All grievances shall be filed at the lowest possible level at which the Administrator has authority to make a corrective decision.

### **3.02 RIGHTS OF THE INDIVIDUAL**

3.021 The completed grievance form shall not become part of the employee's permanent personnel record, but may be kept in the grievance files of the parties.

### **3.03 RIGHTS OF THE ASSOCIATION**

3.031 The Association representative shall be permitted to attend all grievances at any formal level.

### **3.04 TIME LIMITS**

3.041 The limits in days under each level shall be counted as calendar days, excluding school holidays.

The number of days indicated at each level shall be considered as maximum and every effort should be made to expedite the process. The time limits may, however, be extended in writing by mutual agreement of the parties concerned.

### **3.05 HEARINGS**

3.051 The parties may mutually agree to proceed directly to arbitration, as defined in Subsection 3.065, thereby waiving any or all previous formal levels.

### **3.06 PROCEDURAL STEPS**

#### **3.061 Level One**

- a. The aggrieved shall discuss the grievance first with the Immediate Supervisor or Building Principal in an attempt to resolve the matter informally. The teacher should state verbally that a grievance may be initiated and may also inform a representative of the Association.
- b. If any action of the Superintendent is being grieved, Level Two will be bypassed and the grievance moved directly to Level Three.

#### **3.062 Level Two**

- a. If, as a result of the informal discussion(s), the matter has not been resolved to the satisfaction of the aggrieved, he/she may formally appeal to the Building Principal; and if so, must set forth his/her grievance in writing within 15 school days within which the bargaining unit member knew, or should have known of the grievance, on the proper form to the:
  - (1) Building Principal;
  - (2) Association, if the aggrieved desires.
- b. The Building Principal or designate shall initiate a hearing within seven (7) days after receipt of the grievance to investigate the grievance. The hearing shall include the aggrieved; if the aggrieved elects, his/her MEA representative(s); the Building Principal; and other persons who may be needed to give information concerning the grievance.
- c. The Building Principal shall attempt to resolve the matter as quickly as possible, and communicate his/her decision and reasons to the aggrieved in writing, on the proper form, within fifteen (15) days of receipt of the grievance.

#### **3.063 Level Three**

- a. The aggrieved may appeal the grievance to the Superintendent within fifteen (15) days of receipt of the Building Principal's decision. The appeal must be made in writing on the proper form, and must set forth the grounds upon which the grievance is based.
- b. The Superintendent or designate shall confer with the concerned parties and request additional information if required.

- c. The Superintendent shall attempt to resolve the matter as quickly as possible, but within a period not to exceed fifteen (15) days from date of receipt of the grievance. The Superintendent shall communicate the decision in writing on the proper form, along with the supporting reasons, to the aggrieved, the Association, and the Building Principal.

3.064 Level Four

- a. The aggrieved may appeal the grievance to the Board within fifteen (15) days of the receipt of the Superintendent's decision.
- b. The Board shall review the grievance and, if requested by any party involved in the grievance, shall grant an appearance before the Board. Such an appearance can be in Executive Session as a personnel matter, if requested by the aggrieved.
- c. The Board shall render a decision in writing on the proper form within thirty (30) days of receipt of the written grievance.

3.065 Level Five

- a. If the aggrieved is not satisfied with the disposition of the grievance at Level Four, he/she may request the Association to refer the grievance to a disinterested third person.

Upon approval of the Association to submit the grievance to a third party, written notice will be given to the Board of the request. Within ten (10) days after such notice of such desire is given, representatives of the Board and the Association shall confer to select the third person. Selection shall be made from a panel of seven (7) names prepared and submitted by the American Arbitration Association (AAA) in accordance with its procedures. Either party may request a second list.

- b. The person so selected shall hold the necessary hearings promptly and issue findings of fact and recommendations within such time as may be agreed upon; such findings and recommendations shall be in writing and shall be final and binding on both parties.
- c. The Arbitrator shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement, nor have the power to change any practice, policy, or rule of the Board, except those adopted subsequent to, and alleged to be in violation of this Agreement.

- d. In the event that there is a charge for the services of the third person, including per diem expenses if any, and/or actual and necessary travel and subsistence expenses, or for the Arbitrator's copy of a transcript of the proceedings, the parties shall share the expenses equally. The party requesting a transcript copy shall pay for such expense.
- e. If any hearing is conducted during working hours, the Superintendent shall release from their regular duties, the grievant(s), witnesses, and an Association representative to attend such hearings without loss of pay or use of Personal Business Leave.



## **ARTICLE 4. CONTRARY TO LAW**

- 4.01** If changes in State law, Federal law, Court decisions, or in the rules of State or Federal regulatory bodies having jurisdiction over the school district, alter any part of this Master Agreement, negotiations on the affected provision(s) will be initiated immediately upon the request of either party. The remainder of the Agreement shall continue to be in effect.

## **ARTICLE 5. ASSOCIATION RIGHTS**

### **5.01 ASSOCIATION DUES**

Teachers Professional Dues shall be deducted as requested.

5.011 Fair Share Fee. Any employee who is not a MEA member shall pay to the MEA a fair share fee as a condition of employment and in an amount equal to, but not to exceed, annual total affiliated dues paid by members of MEA, subject to the internal rebate procedure in compliance with all applicable State and Federal laws.

- a. Method of Payment. The Board shall deduct the fair share fee from the paychecks of an employee who is not a member of MEA. The deduction shall be in accordance with the procedures specified in Section 5.01 of this Article. The deduction shall commence with the first paycheck issued after July 1 of each year unless the Treasurer receives written notice from MEA that a different date is required legally or that such employee has elected another method of payment. If the employee defaults in such other method of payment, the Board shall commence payroll deductions of the appropriate amount immediately upon written notice of such default to the Treasurer by MEA.
- b. Hold Harmless and Indemnification. MEA shall indemnify and hold harmless the Board, its members, and its agents (Board) from and against any claim or liability that may arise out of or by reason of any action taken by the Board for the purpose of complying with this "Fair Share Fee" provision. MEA shall also pay any judgment or settlement achieved in such cases. MEA shall provide the attorney to represent the Board and MEA in such action; provided that the Board approves the attorney and that such approval will not be unreasonably withheld; provided that the Board gives MEA written notice within ten (10) days of the Board receiving written notice of any claim made or action filed against the Board by a nonmember for which the indemnification is claimed; provided:

1. The Board agrees to (a) give full and complete cooperation and assistance to MEA and its counsel at all levels of the proceedings, (b) permit MEA or its affiliated organizations to intervene as a party if it so desires, and (c) to not oppose MEA or its affiliated organizations' application to file briefs amicus curiae in the action.
2. The action brought against the Board must be a direct consequence of the Board's good faith compliance with the fair share fee contract provision provided, however, that there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to a court order) or misapplies the fair share fee contract provision.

## **5.02 ASSOCIATION LEAVE**

Two (2) elected delegates to the OEA Delegate Assemblies shall be granted leave to attend such assemblies. The leave will not exceed a total of four (4) days per school year for each delegate. Where such delegates are replaced by substitute teachers, the cost thereof shall be paid by the Board of Education. The MEA will submit anticipated absence request to Superintendent as soon as the delegates are selected. If the Board enacts a system-wide restriction on travel and professional meetings, the Association will be billed the cost of the substitutes for any delegates who attend the OEA Delegate Assembly during normal school hours.

## **5.03 RIGHT TO REPRESENTATION**

MEA members shall have the right to be accompanied by a MEA representative(s) to any meetings with Mogadore Local School administrators and/or Board members, whenever the teacher feels it is warranted.

## **5.04 BOARD MEETINGS AND DOCUMENTS**

5.041 The Association shall be provided with one (1) set of all documents provided to members of the Board for each Board meeting.

- a. This shall include a complete set of Board meeting minutes, attachments, addendums, special reports and similar documents used by the Board in the course of school operations.
- b. These provisions shall be provided without additional or specific requests of the Association.

5.042 The Association will be provided when specifically requested, at no cost, with one (1) copy of all documents prepared by the Board or received by the Board from a State or Federal Agency regarding finances, instructional

programs, staffing, or which otherwise may relate to benefits and conditions of employment of members of the bargaining unit, that are matters of public record. Such documents requested by the Association shall be provided.

## **5.05 GENERAL RIGHTS**

The Association and/or its representatives shall have the privilege to specifically, but not limited to:

5.051 Use bulletin boards for Association business;

5.052 Make announcements during Building Faculty meetings;

5.053 Conduct its business at the conclusion of Building Faculty meetings. The MEA shall also be allowed to use the last thirty (30) minutes of the opening school in-service day meeting for Association business;

5.054 Use the building Public Address system to make announcements of upcoming meetings;

5.055 Use all buildings without cost, providing that the School District would not incur additional operating costs; to use building equipment as long as supplies are provided by the Association;

5.056 Place organizational identification on school mailboxes;

5.057 Place organizational material in bargaining unit members' mailboxes;

5.058 Receive an advance copy of Board agenda and official minutes and all financial statements, and have a place on the agenda for speaking purposes;

5.059 Receive names and addresses of new employees by September 15th;

5.0510 Provide time at the end of the orientation meeting for new teachers to meet with representatives of the Association;

5.0511 Use of the interschool mail and during non-teaching time, the District email systems;

5.0512 Use phones in the staff rooms;

5.0513 Visit with school district personnel in all school district buildings before and after school, and during the lunch period;

5.0514 Have input in the planning and development of any scheduled full-day inservice meeting.

## **ARTICLE 6. INDIVIDUAL RIGHTS**

The Board is in the process of adopting a standards-based teacher evaluation policy, with input from the teachers. The policy will be adopted on or before July 1, 2013.

The new teacher evaluation system will impact terms and conditions of employment. In that regard, there will need to be changes to the current collective bargaining agreement in Article 6 regarding Individual Contracts (6.01), Termination of Nonrenewal of Contract (6.02) and Evaluation of Teacher Performance (6.04).

A joint teacher evaluation committee shall be appointed with equal representation recommended by the Superintendent and the Association President that will develop and revise Article 6. The changes will be submitted to the MEA members and the Board of Education for adoption and ratification.

### **6.01 INDIVIDUAL CONTRACTS**

The appointment of all teachers shall be made by the ESC or its designee and shall be subject to the approval of the Board of Education as defined by law. (Revised Code 3319.07)

All teachers accepted for employment by the Local Superintendent shall receive all pay accrued for time taught until the teacher's contract is approved officially by the Board. The teacher shall be paid for each day taught.

To be eligible for an appointment as a teacher in the Mogadore Local School System, a person must possess a teaching certificate/license, valid in the State of Ohio, in the area he/she seeks to teach in. Upon appointment, a copy of such certificate/license shall be on file in the office of the Superintendent of Summit County.

6.011 The Board shall enter into contracts for all teachers and shall fix their salaries, which may be increased but not decreased during the term for which the contracts are made, except as provided by law.

Two (2) types of contracts are issued: Limited and Continuing.

The provisions of Revised Codes 3319.08, 3319.11, and 3319.12 shall govern contracts and salaries.

6.012 A Limited Contract is for a term not to exceed five (5) years.

6.013 For teachers hired on or before July 1, 2007, a Continuing Contract may be granted only to teachers who hold necessary Certificates or Licenses and meet the requirements of Ohio law and have taught three (3) satisfactory years in

Mogadore Local Schools, or are otherwise eligible for a continuing contract, and are re-employable and apply to the Superintendent ordinarily by March 1, but not later than April 1, of the year preceding the teacher's eligibility.

For teachers hired after July 1, 2007, a Continuing Contract may be granted only to teachers who hold necessary Certificates or Licenses and meet the requirements of Ohio law and have taught four (4) satisfactory years in Mogadore Local Schools, or are otherwise eligible for a continuing contract and are re-employable and apply to the Superintendent ordinarily by March 1, but not later than April 1, of the year preceding the teacher's eligibility.

The Continuing Contract will remain in effect until the teacher resigns, retires, or until it is terminated by the Board.

6.014 All Extra Duty Contracts shall be Limited Contracts which may be awarded for one (1), two (2) or five (5) years, and will carry the following provision: "If the Board of Education eliminates an extra duty position or the holder of the Extra Duty Contract resigns his/her teaching position, the Extra Duty Contract is terminated."

## **6.02 TERMINATION OR NONRENEWAL OF CONTRACT**

Any teacher's contract may be terminated for gross inefficiency, or immorality, for willful, persistent violation of reasonable regulations of the Board, or for other good and just cause.

When it is the intention of the Board not to reemploy a teacher at the end of a Limited Contract, the Board shall give such teacher a written notice of its intention on or before April 30. (Revised Code 3319.16)

Teachers hired on or before July 1, 2007 who have completed at least three (3) years of successful teaching in the Mogadore Local School System will be granted the due process as outlined in Revised Code Section 3319.16, in cases of termination or nonrenewal of contract. Teachers hired after July 1, 2007 who have completed at least four (4) years of successful teaching in the Mogadore Local School System will be granted the due process as outlined in the Revised Code Section 3319.16, in cases of termination or nonrenewal of contract.

A teacher may not terminate his/her contract after July 10 or during a school year, prior to the end of the school contract year, without permission of the Board. (Revised Code 3319.15)

Teachers' contracts will be reviewed at the April Board meeting of each year.

### **6.03 PERSONNEL FILES**

6.031 All personnel shall have access to their personnel file in accordance with ORC 1347.91 and 1347.10, and the rules created by Ohio Personnel Information Control Board.

6.032 Personnel files shall be made available to the employee. A representative of the Association may accompany a teacher in reviewing the teacher's file. The files will include copies of all formal written evaluations, attendance records, certifications and contracts. A teacher has the right to receive a copy of any information from his/her own file.

6.033 If the teacher disputes the accuracy, relevancy, timeliness or completeness of information in his/her file, he/she may request, in person or in writing of the Superintendent, to review the current status of that information. This may include a conference with the Superintendent if a disagreement still exists; then the issue may be referred to the Grievance Procedure.

### **6.04 EVALUATION OF TEACHER PERFORMANCE**

6.041 The Administration will be responsible for establishing the criteria for evaluation of teacher performance, except that the evaluation of teachers who do not have Continuing Contracts shall be as provided for in the Ohio Revised Code.

6.042 Only persons employed by the Board as administrators may evaluate tenured teachers. This evaluation will be based on direct observation, using a narrative form to report areas of strength and suggestions for improvement. Where work needs improvement, specific suggestions shall be offered with subsequent evaluations confirming the progress made.

6.043 After a conference between the parties involved, the evaluation will be signed and dated by the Principal and the teacher being evaluated. The teacher may add written comments directly to the form. A teacher's signature does not necessarily indicate agreement with the evaluation.

### **6.05 ACADEMIC FREEDOM**

Since the climate of academic freedom should not be restrictive, it is in the teacher's best interest to clear controversial or questionable subjects with the Building Principal. Following such approval, the teacher will have the full backing of the Administration in such matters, absent the receipt by the Administration of new information.

## **6.06 STUDENT DISCIPLINE**

Use of force and infliction of corporal punishment shall be according to provisions of Revised Code 3319.41.

Teachers may exercise emergency removal of students from curricular or extracurricular activities.

Student discipline shall be conducted according to the student code of conduct.

## **6.07 PARENTAL COMPLAINTS**

The maintenance of a sound educational environment in a school situation ultimately belongs to the teachers. The best educational environment for a child includes close communication between the parents and the teachers.

6.071 Prior to any administrative judgment being rendered, any teacher-pupil related problems which the parents bring to the Board, Superintendent or Principals should be immediately referred to the faculty member involved for a conference.

The Administrator may discuss it with the parents and then shall inform the teacher, without making judgment.

6.072 If the problem is not resolved to the satisfaction of all parties involved, the next step will be a conference involving the parent, student (if requested), teacher, Building Principal, Counselor (if requested), and MEA representative (if requested by the teacher).

6.073 If the problem is still not resolved to the satisfaction of all parties involved, a conference will be held with the parent, student (if requested), teacher, Building Principal, and Superintendent; and an MEA representative will be present.

6.074 If the three (3) steps above have been followed and the matter has not been settled to the satisfaction of all parties involved, it is agreed that the next step is for the parent to go to the Board of Education. This would be a closed hearing, with the Board, MEA representative, teacher, parent, student (if requested), Principal and Superintendent.

## **6.08 SUBSTITUTE FOR THE PRINCIPAL**

6.081 The Substitute Principal shall assume administrative duties when the Principal is absent from the building. The Substitute Principal shall be guided by policies and regulations established by the Board and contained in the Policy Manual.

6.082 In case of the absence of the Principal in excess of five (5) consecutive days, the Substitute Principal will be relieved of his/her teaching responsibilities.

6.083 In case of the absence from the District of both the Principal and Substitute Principal during a day when students are in attendance for one (1) hour or more, the teacher specifically accepting responsibility, in writing, of being in charge of the building during this time shall be paid, on an hourly or daily basis as applicable, the Substitute Principal rate in effect at the time.

6.084 Payment shall be made twice a year upon the execution of a mutually agreeable document.

## **6.09 PAYROLL DEDUCTIONS**

The following deductions will be made from employees' salaries as required by law, or as authorized by the employee:

6.091 Teachers Retirement System. All teachers are required to be members of the State Teachers' Retirement System (STRS). The Board Treasurer deducts the required percentage of all monies paid to teachers, and transmits this to the STRS.

6.092 Federal Withholding Tax. Each employee is required annually to submit Form W-4 to the Board Treasurer. From the number of withholding exemptions listed on the certificate, the Board Treasurer will determine the amount of tax to be paid, and the deduction will be made.

6.093 Ohio State Income Tax. From the W-4 Form completed for the Federal Withholding Tax, the Treasurer will also determine proper amount of income tax to be paid to State of Ohio. This amount will then be deducted/transmitted to the State Treasurer.

6.094 Mogadore Village Income Tax. The Village of Mogadore levies an income tax on the wages of everyone over eighteen (18) years of age employed within the Village Limits. This deduction must be made by the Board Treasurer.

6.095 Credit Union. Employees belonging to Summit Schools Federal Credit Union may request the Board Treasurer to make deductions to be deposited in their account. Deductions shall be mailed on the same day as the regular payday.

6.096 Hospitalization Insurance. Hospitalization shall be offered according to Article 12.

6.097 Life Insurance. In addition to Life Insurance coverage provided by the Board of Education, employees may also purchase an equal amount of

between the parties. The Board shall change its personnel policies and practices as may be necessary to give full force and effect to this Contract. Should there be any conflict between this Contract and any such policy or practice, then the terms of this Contract shall prevail.

- 14.02 Within thirty (30) days after this Contract is signed, copies shall be printed at the Board's expense and distributed to each teacher. Each teacher hired thereafter also shall receive a copy upon employment. The Association shall be supplied an additional fifty (50) copies of the Contract. The above language shall also apply to any subsequent revisions or amendments to this Master Contract.
- 14.03 This Contract shall become effective June 29, 2013, following the ratification of both parties and the written execution thereof, and shall expire at midnight (12:00 a.m.) June 29, 2016. This Agreement is made and entered into at Mogadore, Ohio, on this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and between the Association and the Board of Education.
- 14.04 Either the Mogadore Board of Education or the Mogadore Education Association may request that negotiations be reopened as of the first week of April, 2016, and completed not later than June 30, 2016.

**FOR THE ASSOCIATION**  
Date

Date

**FOR THE BOARD**

Julie Dawson  
6/29/13

6/29/13 Christina Linker

Mindy Smith  
6/29/13

\_\_\_\_\_

additional insurance at group rate, per thousand, per month, which is deducted from the employee's salary.

6.098 Miscellaneous Deduction. Teachers' Professional Dues, United Fund contributions, Savings Bonds, Tax-sheltered Annuities, and any deductions required by the Courts shall be deducted as requested. Deductions shall be mailed on the same day as the regular paycheck.

6.099 Medicare Tax. For each employee hired after 1987 who is required to contribute to Medicare, the Board Treasurer will deduct the percentage required by law and transmit the same to the Internal Revenue Service.

## **ARTICLE 7. WORK YEAR AND WORK DAY**

### **7.01 TEACHERS' SCHOOL YEAR AND CALENDAR COMMITTEE**

7.011 The contract year for teachers shall be one hundred eighty-four (184) scheduled days.

7.012 A committee consisting of two (2) MEA members selected by MEA and two (2) managerial employees will meet no later than January for the purpose of creating two (2) calendars for the following school year. These calendars will be voted on by the bargaining unit members.

The committee shall submit to the Board by March 1 the preferred calendar for the succeeding school year no later than sixty (60) days from the vote, or March 1, whichever is earlier. The committee's calendar shall be considered by the Board of Education before the Board adopts a calendar for the succeeding school year.

### **7.02 WORK DAY**

7.021 The scheduled school day for Elementary teachers will be four hundred twenty (420) minutes. The scheduled school day for Secondary teachers will be four hundred twenty-two (422) minutes.

7.022 The scheduled school day includes fifteen (15) minutes before the beginning of school.

Teachers may accept a change in starting time and completion time, but their day will not be longer than the length of the scheduled school day for their building.

7.023 All teachers will have a thirty (30) minute uninterrupted lunch period. Teachers will not be required to accept noontime supervision.

7.024 Each teacher will be assigned a preparation period daily. The preparation period shall be used for classroom preparation and parent conferences. Teachers will be expected to remain within the building during this time.

7.025 Teachers assigned duties in both the High School and Elementary buildings, on the same day, will be allowed fifteen (15) minutes of unassigned transition time on each day so assigned.

7.026 High School teachers shall be limited to five (5) separate preparations in any semester whenever practical. Courses taught from the same textbook shall be considered as one (1) preparation.

### **7.03 STAFF MEETINGS**

At the Elementary School, there may be two (2) monthly meetings not to exceed one (1) hour in length, immediately following the school day.

At the High School, teachers may be required to attend three (3) monthly meetings not to exceed one (1) hour in length during the school day when possible or else immediately following the school day.

### **7.04 CURRICULAR STUDY**

Curriculum writing in alignment with state and federal mandates shall take place in collaboration with the building/district administration with final submission and approval of the Superintendent. The hourly rate for work performed outside the workday and is requested by the Administration shall be set at seven-tenths (7/10ths) of one percent (1%) [.070%] of the base salary, with the total amount to be established in advance.

### **7.05 HANDICAPPED STUDENT PROVISION**

In the event that a student with a disability is/are enrolled in the Mogadore Local School System, additional provision beyond the regular teacher shall be made for the child's/children's physical and instructional needs.

### **7.06 NONPAID ASSIGNMENTS**

7.061 Participation in professional activities considered necessary by the Administration is expected, even though time is required beyond the regular day, i.e. Parent Conferences, Open House.

7.062 Each teacher shall share extracurricular (nonsupplemental positions) assignments as assigned by the Building Principal with the approval of the Local Superintendent.

7.063 It shall be the responsibility of each Building Principal to assign the faculty members under his/her jurisdiction to approved extra functions or activities on an equitable basis.

7.064 As a matter of general policy, no faculty member will be assigned a second nonpaid extra function or activity until each other faculty member has been assigned at least one (1) such extra function or activity.

**7.07 LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE**

The provisions of the Mogadore Local Schools Local Professional Development Committee By-Laws Policy that affect employee wages, terms and conditions of employment, including make up of the Committee and all other relevant sections, will not be unilaterally changed by the Board and any such changes will be negotiated with the Union. The compensation referred to in Article VI, Section 1(B) of said policy will be calculated at the employee's hourly per diem rate.

**ARTICLE 8. WORKING CONDITIONS**

**8.01 CLASS SIZE**

The class schedule for Grades K-6 will be designed whenever practical to include no more than twenty-five (25) students per class.

The class schedule for Grades 7-12 will be designed whenever practical to include no more than thirty (30) students per class.

**8.02 GENERAL**

It is a continuing goal of the Mogadore Board of Education to provide healthful and safe facilities for our students and staff. In order to be informed of unsanitary or unsafe conditions in the school buildings or grounds, specific forms will be provided on which any employee may notify the custodian, with copies to the Custodial and Maintenance Supervisor, Building Principal, and Superintendent, of conditions needing attention. It will then be the responsibility of the Supervisor and Administrators to insure that needed work is done as quickly as is possible. A fifth (5th) copy of the proposed form will be for the teacher to keep and note corrective action taken.

**TEMPERATURE:** No teacher shall be required to teach in a classroom in temperature below 60 degrees.

**AIR POLLUTION:** No fogging will be done in the hallways or classrooms without the knowledge of the Association.

## **ARTICLE 9. CHANGES IN ASSIGNMENT AND TRANSFER OF TEACHERS**

### **9.01 ASSIGNMENT**

9.011 Teacher assignments will be made for a period of one (1) contractual year, and may be changed only in accordance with standards as set forth in this Article 9.

### **9.02 VACANCY AND POSTING**

A vacancy shall be defined as either a position to replace a teacher on leave of absence which is expected to last a full school year or longer or a teaching position or extracurricular position which is either newly created or which is unfilled for the following school year because of death, retirement, resignation, termination or nonrenewal, and which the Board intends to fill.

Administrative or management level positions will be posted as a matter of information, although they do not fall within the terms of this Agreement.

All job openings that are covered by this Agreement shall be posted in at least one conspicuous location at each school for ten (10) days. Summer postings shall be included with the next paycheck; or if requested in writing, mailed. Summer posting deadlines shall be coordinated with pay days.

When a vacancy exists, the qualified licensed or certificated teacher with the greatest system-wide seniority will have priority consideration in applying for the position. If the Administration intends not to award the position to the senior-most applicant, the Administration will notify the applicant and upon request the applicant will be provided a conference prior to awarding the position to another applicant. If no currently employed teacher bids or no currently employed teacher is judged best qualified, the vacancy may be filled from outside.

### **9.03 INVOLUNTARY TRANSFER**

In the event the needs of the District required a teacher to be involuntarily transferred, the qualified teacher with the least system-wide seniority ordinarily shall be required to make the transfer for a period not to exceed the upcoming or current school year without the position being again deemed vacant and subject to the procedures set forth in Section 9.02, above.

### **9.04 GENERAL PROVISIONS**

Where the teacher and the administration disagree on an assignment or transfer, a conference of the teacher, principal, Local Superintendent, and the teacher's representative will be held. The Local Superintendent shall then make a decision

following the above conference and shall provide his/her reasons for the decision to the teacher in writing.

In all assignments or transfers, the needs of the pupils, the general welfare of the school, and the desires of the teacher will be considered.

## **ARTICLE 10. REDUCTION IN FORCE**

**10.01** When by reason of decreased enrollment of pupils, return to duty of regular teachers after leaves of absence, by reason of suspension of schools or territorial changes affecting the District, financial, or curricular and program changes, the Board of Education decides that it will be necessary to reduce the number of teachers, it may make a reasonable reduction.

10.011 By November 1 of each school year, the Superintendent will post in each school a list of all teachers in the school system by contract status, teaching field, seniority in Mogadore Local Schools, and all areas of certification. The Superintendent will mail a copy of such list to any teacher(s) on Leave of Absence. Within fifteen (15) calendar days after posting of such a list, any teacher who believes the listing is inaccurate will provide a written statement to the Superintendent explaining the inaccuracy and the basis of such inaccuracy.

10.012 By April 15th, the Superintendent will post a revision of the earlier list, if any revisions are necessary. The Superintendent will mail a copy of any such revised list to any teacher(s) on Leave of Absence. Any teacher believing the revisions are inaccurate will have fifteen (15) days to provide a written statement to the Superintendent explaining the inaccuracy and the basis of such inaccuracy.

### **10.013 Implementation of Reduction in Force**

- a. Recommended reductions shall first be considered by not filling positions vacated by termination, non-renewal, voluntary resignation, retirement, or death.
- b. If additional reductions are necessary, no preference for seniority shall be given except when making a decision between teachers who have comparable evaluations. Where comparable evaluations exist, teachers shall be laid off in reverse seniority order, i.e., least senior teacher is the first to be laid off in accordance with contract status within areas of certification, license, or entry-level requirements.
- c. Limited contract teachers shall be reduced first utilizing the following order:

1. Certification/Licensure within the affected teaching field
  2. Comparable evaluations as defined in this Agreement
  3. When evaluations are comparable, seniority in the District shall prevail, with the contract of the least senior limited contract teacher in the affected teaching field being the first to be suspended.
- d. Should the necessary reduction of teaching positions exceed the number of limited contract teachers in the affected teaching field, only then shall continuing contract teachers shall be reduced utilizing the following order:
1. Certification/Licensure within the affected teaching field
  2. Comparable evaluations as defined in this Agreement
  3. When evaluations are comparable, seniority in the District shall prevail, with the contract of the least senior continuing contract teacher in the affected teaching field being the first to be suspended.
- e. Layoff shall occur by suspension of contract.

10.014 Comparable Evaluations

- a. During the 2013-2014 and 2014-2015 school years, all members of the bargaining unit shall be considered comparable to one another for the purposes of Reduction in Force.
- b. Effective with the 2015-16 school year, comparable evaluations shall be defined as follows:
  1. All Accomplished Rated Teachers will be deemed comparable to each other.
  2. All Proficient Teachers will be deemed comparable to each other.
  3. All Developing Teachers will be deemed comparable to each other.
  4. All Ineffective Teachers will be deemed comparable to each other.

10.015 Member Notification

A teacher to be laid off for the following school year because of a RIF shall be notified by May 15 in writing. The Association shall be sent a copy of the said notification. The notice shall state the reason for RIF, the school year of contract suspension, and the date of the Board's action to implement the RIF. The Board must act on all RIFs by June 1.

10.016 Determine seniority by the length of continuous service in the Mogadore Local Schools as follows:

A teacher who works under contract one hundred twenty (120) days or more in any school year shall be credited with one (1) year of service effective with the 1992-1993 school year. A teacher who works under contract ninety - one hundred nineteen (90-119) days in any school year shall be credited with one-half (1/2) year of service effective with the 1992-1993 school year. Among those with the same length of continuous service, seniority shall be determined by a, b, or c, below, whichever date first occurs.

- (1) (a) The date of the Board meeting at which the teacher was hired.
- (b) The date on which the teacher signed his/her initial contract.
- (c) The date on which the teacher began providing service as a regular teacher in the Mogadore Local School District.

In the event the date in each of the above three (3) categories is the same, the tie shall be broken by the date of the earliest completed application for teaching employment on record in the Mogadore Local School District.

- (2) Length of continuous service will not be interrupted or affected by authorized leaves. The continuous service of any employee who has returned to employment following resignation or other termination of employment will be measured from date of return to service.

## **10.02 RESTORATION OF STAFF**

10.021 Teachers on Continuing Contracts will have the right to Restoration to Service as provided in Revised Code 3319.17, in reverse order of reduction. Other teachers, who keep the Board informed of their addresses, will have recall rights for twenty-four (24) months. For purposes of this Section, "recall rights" means the right to be offered a position within the teacher's teaching field in reverse order of reduction before the position is filled by hiring a person not already employed by the Board.

10.022 The Board will give written notice of reemployment by sending a Registered Letter to said teacher at his/her last known address, with a simultaneous copy to the Association.

It shall be the responsibility of each teacher to notify the Board of any change of address or certification. The teacher's address as it appears on the Board's

records shall be conclusive when used in connection with an offer of reemployment or of other notice to the teacher.

10.023 If a teacher fails to accept the offer of reemployment in writing within fifteen (15) calendar days, or within five (5) days if the offer is delivered within thirty (30) days prior to the start of a school year or semester at the last known address of the teacher; unless an extension is granted in writing by the Superintendent, said teacher shall be considered to have rejected said offer, and shall be removed from the Restoration List.

10.024 If a Limited Contract teacher whose contract has been suspended is not recalled within twenty-four (24) months, the Board may at any time thereafter act to nonrenew such teacher's suspended Limited Contract.

10.025 A teacher accepting an offer of reemployment shall return to the District with the same seniority, accumulation of Sick Leave, and salary schedule placement as he/she would have received in the year following the contract suspension.

## **ARTICLE 11. LEAVES**

### **11.01 TEACHER ABSENCE**

If a teacher is going to be absent, he/she shall notify or cause to be notified the substitute caller that he/she is going to be absent. Notification should provide as much lead time as possible, but normally no less than one (1) hour before the start of school.

The teacher will not be responsible for securing a replacement.

The teacher shall notify the substitute caller of his/her intentions for the following day before the close of school the day of absence.

11.011 Any teacher with perfect attendance during the school year shall receive a payment of one hundred dollars (\$100.00) teacher's first payday following the last day of the school year. Personal days, professional meetings, jury duty, funeral leave, and assault leave shall not count as an absence for this purpose.

### **11.02 SICK LEAVE**

11.021 Each full-time teacher shall be granted one and one-quarter (1 1/4) days Sick Leave for each completed month of service. Annual accumulated allowance shall be fifteen (15) days, or one and one-quarter (1 1/4) days per month for a twelve-month school year.

11.022 There shall be unlimited accumulation of Sick Leave.

11.023 An advance of up to five (5) sick days will be granted, after a teacher has exhausted all other types of paid leave, to teachers who have exhausted their Sick Leave or for new employees who have yet to earn such accumulation. Abnormal circumstances necessitating a larger advance may be presented to the Superintendent for the Board's consideration.

11.024 The provisions of Revised Code 3319.141 shall govern all teacher use of Sick Leave. For the purpose of Sick Leave use, "Immediate Family" shall be defined as follows: mother, father, son, daughter, wife, husband, brother, sister, mother-in-law, father-in-law, stepmother, stepfather, stepson, stepdaughter, son-in-law, daughter-in-law, grandmother, grandfather, and grandchildren.

11.025 Upon returning from Sick Leave, the teacher shall resume his/her previous teaching duties, unless the teaching position no longer exists or it is mutually agreed otherwise.

### **11.03 LEAVE FOR PERSONAL BUSINESS**

11.031 Teachers in the Mogadore School System shall be granted, without loss of pay, no more than three (3) days each school year to conduct personal business impossible to transact on other than a school day. These three (3) days are not accumulative and are not deducted from Sick Leave.

11.032 To use Personal Business Leave, the person requesting the leave will notify his/her Building Principal and Superintendent on the approved form one (1) week in advance, wherever possible. Personal Business Leave shall not be considered granted until approved in writing by the Superintendent.

11.033 Personal Business Leave shall not be used to extend a holiday or vacation, except that the Elementary School and High School Principals may approve up to five (5) requests for such leave if adequate substitutes are available to cover such requests.

11.034 These personal business leave days may also be approved by the Superintendent for one-time events unplanned, at the option of the Superintendent.

11.035 Unused personal leave shall be converted to sick leave on or before June 30.

### **11.04 ASSAULT LEAVE POLICY**

11.041 In accordance with Revised Code 3319.143, a teacher who is absent from work due to physical disability resulting from an assault which has arisen from a situation or activity within the scope of his/her employment, may be

granted Assault leave for a period not to exceed the balance of the school year, as recommended by the Superintendent and approved by the Board.

11.042 If medical attention is required or if number of days of absence will exceed five (5) days before Assault Leave is approved for payment, the employee shall provide a certificate from a licensed physician which specifies the nature of the disability or injury and its expected duration. If requested by the Superintendent, the employee shall also be examined by a physician and paid for by the District.

11.043 If the period of absence is more than ten (10) days, when physically able, the employee will apply for Workers' Compensation and cooperate fully in the investigation of the claim and use his/her best efforts in pursuing the claim. The employee's pay will be continued during this period of time. If the employee's claim is upheld, the Board will be reimbursed the amount of the Workers' Compensation payment received up to a maximum of the total salary received by the employee during the same time period.

The teacher's processing of such a claim will not result in a loss of pay nor require the use of Sick Leave or Personal Business Leave.

11.044 The Board, hereby, further adopts the attached Assault Leave Forms to be completed by the employee and his/her attending physician in order to implement Assault Leave.

11.045 Falsification of either the signed statement by a teacher or the Physician's Statement shall be grounds for suspension or termination of employment under Revised Code 3319.16.

11.046 The Superintendent shall review each Assault Leave request, and cause further investigation of the incident as deemed appropriate.

11.047 A teacher who is physically assaulted shall cooperate with law enforcement agencies in the prosecution of the party or parties involved in the alleged assault.

11.048 Approved Assault Leave shall not be deducted from a teacher's accumulated Sick Leave.

## **11.05 SICK LEAVE DONATION**

If a member of the bargaining unit is not on STRS disability and is currently absent for 45 consecutive work days or more due to a catastrophic or long-term illness or accident of the teacher, his/her spouse, or minor child, and has exhausted all of his/her accumulated Sick Leave, another bargaining unit member may donate up to 5 days of his/her accumulated Sick Leave to the absent teacher.

No teacher may receive more than an aggregate of the days remaining in the contract year that the illness first occurs.

At least one pay period prior to loss of his/her Sick Leave, the Payroll Office will notify the employee of the date his/her Sick Leave is exhausted. A copy of the notice will be sent to the Association President and Personnel Office.

Donation of Sick Leave days shall be initiated by a teacher on a form (see Appendix) furnished by the Treasurer, no later than the pay period within which the Sick Leave of the absent teacher is exhausted.

Teachers qualifying under this Section will continue to receive benefits while receiving compensation.

It is recognized by the parties that in the event that State/Federal regulations are adopted, the Association has the right to adopt the higher standard.

**MOGADORE LOCAL SCHOOLS**

**ASSAULT LEAVE REQUEST**

\_\_\_\_\_  
Name of Employee Teaching Assignment

\_\_\_\_\_  
Address

\_\_\_\_\_  
Social Security # Date/Time of Assault Location of Assault

\_\_\_\_\_  
Name of Administrator to Whom Incident was Reported Date

Was medical attention required? YES NO (If YES, the Physician's Certificate, Form #2, must be completed by the Attending Physician.)

Dates absent for which Assault Leave is requested: \_\_\_\_\_

Witnesses to the Assault (Name, Address, Telephone Number)

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

Description of Assault: Provide a concise, complete, and accurate description of the total "assault" incident: (Use additional sheets if necessary.)

\_\_\_\_\_  
Signature of Employee

If medical attention is necessary, a certificate (Assault Leave Form #2) from a Licensed Physician stating the nature of your disability and its duration is required and must be attached to this form.

This form complies with ORC 3319.143. Falsification of this statement or the Physician's Certificate is grounds for suspension or termination of your employment under either ORC 3319.081 or 3319.16.

**MOGADORE LOCAL SCHOOLS**

**PHYSICIAN'S CERTIFICATE**

\_\_\_\_\_  
Name of Employee

\_\_\_\_\_  
Name of Physician

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
Social Security #

\_\_\_\_\_  
Phone Number

In the space below, state the nature of the disability in detail and its duration.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Physician

(ASSAULT FORM #2)

**MOGADORE LOCAL SCHOOLS**

**REQUEST FOR LEAVE**

Name \_\_\_\_\_ Date \_\_\_\_\_

Position \_\_\_\_\_

I request \_\_\_\_\_ days/hours leave beginning (DATE) \_\_\_\_\_ and ending (DATE) \_\_\_\_\_ for the following reason:

-----  
CHECK ONE:

- \_\_\_\_\_ SICK LEAVE (Indicate reason below)
  - \_\_\_\_\_ PERSONAL BUSINESS LEAVE
  - \_\_\_\_\_ VACATION LEAVE
  - \_\_\_\_\_ COMPENSATORY TIME
  - \_\_\_\_\_ JURY DUTY (Payment by Court to be forwarded to the Treasurer)
  - \_\_\_\_\_ FUNERAL LEAVE (See Negotiated Agreement)
  - \_\_\_\_\_ ASSAULT LEAVE (See Negotiated Agreement)
  - \_\_\_\_\_ EXTENDED LEAVE
- 

1. Was medical attention required? YES \_\_\_\_\_ NO \_\_\_\_\_

2. If "YES," please state the name/address of the Physician and the date(s) consulted.

NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

DATE(S) CONSULTED \_\_\_\_\_

\_\_\_\_\_  
EMPLOYEE SIGNATURE

-----  
**ADMINISTRATIVE ACTION**

\_\_\_\_\_ APPROVED

\_\_\_\_\_ DISAPPROVED: STATE REASON:

\_\_\_\_\_  
Supervisor

\_\_\_\_\_  
Superintendent

REMARKS:

## 11.06 **PROFESSIONAL MEETINGS**

11.061 Professional meetings include attendance at in-service programs, workshops, clinics and other approved meetings.

11.062 All requests for attendance at Professional Meetings must be upon the recommendation of the Principal and receive prior approval of the Superintendent. Requests shall be submitted on the "Professional Meeting Request" Form, and include an itinerary and an estimate of expenses.

11.063 If financially feasible, the Board will pay for the following expenses for each individual (provided approval for the meeting was granted, and upon receipt of the Expense Report Form):

- a. Registration fees (limited to fee charged members of the sponsoring organization).
- b. Travel expense by private vehicle will be paid at the rate allowed by Internal Revenue Service for business mileage on Form 1040. Actual expense, less taxes, will be paid if by public conveyance. Tax Exemption forms are to be obtained at the Treasurer's Office prior to the purchase of public conveyance ticket.
- c. Parking expenses and toll fees.
- d. Lodging: Reasonable accommodations only. Individual billing is necessary and should be requested at the time of registration.
- e. Meals: Limited to Twenty-eight Dollars (\$28.00) per day. For partial days, allowance to be made on basis of Five Dollars (\$5.00) for breakfast, Eight Dollars (\$8.00) for lunch, and Fifteen Dollars (\$15.00) for dinner.
- f. A verbal or written report shall be made on information gained from such attendance at Professional Meetings.
- g. A School Board member or Administrator will not direct the teacher to attend a Professional Meeting which begins after or extends beyond the regular work day.

## 11.07 **FUNERAL LEAVE**

Each teacher may be granted up to five (5) consecutive days paid leave for a death in the teacher's immediate family (i.e. mother, father, son, daughter, wife, husband, brother, sister, mother-in-law, father-in-law, stepmother, stepfather, stepson, stepdaughter, son-in-law, daughter-in-law, grandmother, grandfather,

grandchildren); and one (1) day of leave to attend the funeral of another relative may be granted in the event of another relative's death (i.e. aunt, uncle, niece, nephew, cousin, brother-in-law, and sister-in-law). These days will not be deducted from Sick Leave.

**11.08 COURT APPEARANCES**

The Board shall not deduct from the pay of a full- or part-time teacher, the amount of remuneration paid to the teacher for Court Appearances as either a juror or as a witness in employment-student related situations. However, the full remuneration received for such Court Appearance or Jury Duty shall be remitted to the Treasurer of the Board upon receipt. If the Court remuneration is not transmitted to the Board Treasurer within ninety (90) days following such service, the amount shall be deducted from his/her pay at that time. If a teacher is subpoenaed to Court, two (2) days shall be granted without loss of pay or use of Personal Business Leave.

**11.09 MILITARY LEAVE**

Any teacher who leaves a teaching position to serve in the Armed Forces of the U.S., upon returning with other than a dishonorable discharge, shall resume the contract status held prior to entering the service. Such teacher released from the Armed Services shall be reemployed at the first of the next school semester, if such application is made thirty (30) days prior to the first of the next semester. (Revised Code 3319.14)

**11.10 EXTENDED LEAVE**

11.101 A teacher in the Mogadore School System may, with the approval of the Superintendent, be granted Extended Leave for a specified period not to exceed two (2) consecutive school years.

The Board shall grant a Leave of Absence not to exceed two (2) consecutive school years, where illness or disability is the reason when the request is accompanied by proper medical certification. Return to employment following an illness or Disability Leave must be accompanied by proper Medical Release Certification.

Teachers requesting Extended Leave due to child care as a natural or adoptive parent shall be granted Extended Leave for the balance of current school year and one (1) additional school year.

11.102 While on Extended Leave, the teacher shall not be paid but may participate in all group insurances, to the extent allowed by the insurance carrier, by paying the group rates monthly to the Board Treasurer.

11.103 When the total period of leave will extend beyond April 30th of any given year, the person on leave must notify the Board by April 1st that:

- a. He/She intends to return to active employment in the Mogadore School System at the completion of his/her leave period; or
- b. He/She desires to terminate his/her employment with the Mogadore School System at the completion of his/her leave period; or
- c. He/She desires an extension of his/her leave period, stating specific reasons and revised date.

Failure to notify the Board by April 1 may result in the Board putting the bargaining unit member on involuntary unpaid leave.

11.104 Failure to return to active employment in the Mogadore School System at the expiration of any Leave of Absence period shall result in termination.

11.105 Applications for reinstatement may be made by the teacher at any time during the school year, and the employee may be reinstated by mutual agreement. In any case, reinstatement will occur no later than the beginning of next succeeding school year, unless the leave is extended in accordance with Section 11.093(c), above.

11.106 Upon return to service of a teacher at the expiration of a Leave of Absence, the teacher shall resume the contract status held prior to such leave.

11.107 Employment seniority shall be based upon all service earned both before and after all authorized leaves. However, no seniority shall be earned while on leave.

11.108 The provisions of Ohio Revised Code 3319.13 shall govern the use of Extended Leave.

## **11.11 PARENTAL LEAVE**

When a bargaining unit member has exhausted Sick Leave and advancements thereof; or when a bargaining unit member becomes, in her doctor's opinion, able to work but chooses not to work for the purpose of child care; or when there is no need for the bargaining unit member to use Sick Leave for illness in the family, the bargaining unit member may transfer to Parental Leave.

Upon request, the bargaining unit member, after completion of the Leave of Absence Form which shall contain the term of the leave, shall be granted an unpaid parental leave of absence for a period not to exceed two (2) calendar

years. The specific length of leave shall be stated by the bargaining unit member and may only be ended at the beginning of a grading period, except in the case of pregnancy interruption or legal problems with adoption. The bargaining unit member should give as much advance notice as possible to the Superintendent of his/her intended transfer from Sick Leave to unpaid leave.

The provisions of this paragraph shall apply to both male and female bargaining unit members.

**11.12 FAMILY MEDICAL LEAVE ACT**

After exhaustion of accrued sick leave, a teacher shall be eligible for FMLA leave consistent with 29 CFR 825, upon proper application.

**ARTICLE 12. FRINGE BENEFITS**

**12.01 HOSPITALIZATION INSURANCE**

The Board of Education shall provide all full-time employees with comprehensive Hospitalization, Surgical, Major Medical, OutPatient X-Ray and Laboratory services.

An employee electing single or family coverage will pay fifteen percent (15%) annually toward the premium which shall be deducted equally from each pay period.

**12.02 COG LANGUAGE - STARK COUNTY SCHOOLS COUNCIL**

12.021 The Board of Education shall provide the health-care benefits contained herein by participating in the Health Benefits Program of Stark County Schools Council of Governments providing, however, that insurance benefits and services provided under this Collective Bargaining Agreement shall not be less than those to which bargaining unit members were entitled to on January 1, 1995 with the modifications contained in this Article.

12.022 Any health-care benefits and services that extend to bargaining unit members as a result of agreements entered into by the Board with insurance companies, underwriters, insurance administrators, the Stark County School Council of Governments or any participating member thereof, participating in the Health Care Benefits program of the Stark County Schools Council of Governments, shall not be reduced, modified or eliminated during the term of the collective bargaining agreement without the written approval of the Association.

12.023 Amounts required under this collective bargaining agreement to be contributed by the employees for the cost of health insurance shall be

determined by the Board of Education as a percentage to the Board's total annual program cost under the agreement regarding the Health Benefits Program of the Stark County Schools Council (Program Agreement). Amounts so contributed by employees shall be deposited by the Board of Education, together with its contribution for such program costs, in the Operating Fund under the Program Agreement. Any amounts on deposit or attributable to the Operating Fund at the end of a fiscal year shall be credited to contributing employees in accordance with the same percentage that is imposed upon them by this collective bargaining agreement. Such credit shall be made no later than April 1st of the succeeding fiscal year. Any contributing employee whose employment ceases during the fiscal year must apply in writing within thirty (30) days from cessation of employment for a refund equal to the amount of his/her individual credit. Said amount shall be payable by the Board no later than sixty (60) days from written application by the contributing employee.

12.024 The Stark County Schools Council has made the following changes in the "Agreement Regarding Health Benefits Programs."

- a. Page 3, "Reserve Amount" means the amount which each participating member must appropriate so as to have available monies no less than twenty percent (20%) nor more than thirty percent (30%) of claims paid for the preceding twelve (12) month period that would not be covered by aggregate stop-loss insurance coverage. However, the "Reserve Amount" may deviate from the above listed percentages upon written mutual agreement of the Stark Superintendent and a Consultant representative of the Five County UniServ Office.
- b. Page 10, Section 8, sixth line-add "aggregate" to Stop-Loss Insurance coverage.

12.025 The Association and the Board agree that the Board shall not be required to make available to and to inform members of the Association of any option to enroll in a health maintenance organization pursuant to Chapter 1742 of the Ohio Revised Code.

12.026 If agreement is reached by the County COG and the UniServ Office on common specifications, not already contained in this contract, for the COG member districts, such specifications will become amendments to this contract upon agreement of the Association President and the Superintendent.

12.027 Tax sheltering of the individual's contribution for health costs may be implemented, under IRS Section 125, if feasible upon agreement of the Superintendent and Association President.

12.028 The Board shall provide, through the Stark County Council of Governments, a preferred provider drug program that, if the employee chooses to utilize, will include the following:

- a. The program will be available to employees and their dependents who have "primary" coverage under the district's insurance.
- b. The employee will pay the 20% co-payment to the provider and the remaining 80% will be direct billed to the insurance company. If the yearly maximum has been reached, provisions will be made to refund the employee's 20% co-payment.
- c. The deductible will be waived.
- d. The list of covered expenses shall be agreed upon by the Stark County Office and a consultant representative of the Five County UniServ Office.
- e. The duration of this provision shall be from January 1, 1995 and thereafter as agreed to by the representatives of the Stark County Council of Governments and a consultant representative of the Five County UniServ Office.
- f. Upon agreement of the OEA Consultant representative of the Five County UniServ Office and the COG representative, an optional mail order prescription program will be implemented.

12.029 The deductible, co-insurance and yearly maximum shall apply to hospitalization/surgical/major medical, and prescription combined.

12.0210 Specifications

- Maximum Benefits                      Unlimited
- Deductible                                \$100/individual  
   \$200/family
- Accumulation Period                    Calendar Year
- Co-Insurance Provision:

80% by the insurance carrier and 20% by the patient up to a yearly maximum out-of-pocket of \$500 per individual or \$1,000 for two or more family members.

After the out-of-pocket has been met by the employee, 100% of eligible charges will be paid.

- Out-Patient Psychiatric 15 visits per person, per year
- Out-Patient Substance Abuse 15 visits per person, per year
- In-Patient Psychiatric/ Substance Abuse 31 days per person, per year.
- Routine pap test, mammogram, and prostate cancer test once per year shall be a covered expense (unless found by a physician to be necessary more often).

12.0211 Dependents

Unmarried dependent children from birth to age 19 (to age 26 if full-time student), provided the child is dependent upon the employee for support and maintenance in accordance with the Internal Revenue dependent guidelines.

12.0212 Pre-Admission Certification

Under the Pre-Admission Certification/Concurrent Review Program, the doctor's recommendation for non-emergency hospitalization is reviewed and "pre-certified" before the individual is admitted to the hospital. Any elective non-emergency hospital stay (including maternity admissions) must be pre-certified. Failure to follow the pre-admission procedure may result in the patient paying the first two hundred dollars (\$200) of room and board charges.

The admission procedure must be followed by emergency care within forty-eight (48) hours after the emergency.

12.0213 Preferred Provider Program, Doctors/Hospitals

- a. The parties agree that one or more Preferred Provider Organization (PPO) programs for hospitals and physicians' services may be provided through the Stark County Council of Governments (COG) Health Insurance Program.
- b. Participation in any such programs will be voluntary and there shall be no diminution of benefits for those individuals who choose not to participate in a PPO. However, for those individuals who choose a PPO and

then utilize services outside the PPO system, there may be a reduction in benefits.

- c. The selection of the PPO(s), the types of benefits/programs, or any changes therein, shall be mutually determined by the representative of the COG and the Stark County OEA office.
- d. The duration of this provision shall be from January 1, 1995 and continuing thereafter unless terminated or modified by the representative outlined in paragraph (c) herein.

**12.03 LIFE INSURANCE**

The Board shall purchase and pay for, from a carrier licensed by the State of Ohio, Group Term Life Insurance for each employee in the amount equal to each teacher's salary to the lowest One Thousand Dollars (\$1,000.00).

Bargaining unit members may purchase additional term life insurance at the group rate up to an amount equal to each teacher's salary in addition to Board paid coverage. Modifications to this provision may be necessary to comply with requirements of the insurance carrier. Bargaining Unit Members may purchase a maximum of \$20,000.00 of additional term life insurance in increments of \$5,000.00.

**12.04 COMPREHENSIVE DENTAL INSURANCE**

12.041 The Board shall purchase through a carrier licensed by the State of Ohio, employee and family dental insurance equal to or exceeding the specifications below. The full cost of this program and any increases thereof, shall be paid by the Board.

12.042 Specifications

- a. Maximum Benefits/covered person  
Class I, II, or III \$2,500 per year
- b. Deductible - Individual \$25.00 per year
- c. Deductible - Family \$75.00 per year
- d. Co-Insurance Amounts
  - (1) Class I - Preventive 100% UCR (no deductible)
  - (2) Class II - Basic 80% UCR
  - (3) Class III - Major 80% UCR

(4) Class IV - Orthodontia 60% UCR

Lifetime Maximum for Orthodontia - \$1,200

**12.05 MEDICAL INFORMATION**

Personnel information generated by the operation of this plan shall be kept confidential to the extent possible and to the extent required by law. Identifiable information may be shared only with the Chairperson of the Stark County Schools Council of Government and/or his designee and the appropriate OEA Consultant, to the extent necessary to resolve problems and/or make decisions. Any designee will be agreed upon by the Chairperson and the designated OEA consultant.

**12.06 EARLY RETIREMENT INCENTIVE**

Health insurance benefits shall be provided to employees who participate in an ERI for the period between the effective ERI date and the retirement insurance eligibility date with STRS providing the participant pays 100% of the Board cost one (1) month in advance.

**12.07 TUITION WAIVER**

At such time as the District becomes a per pupil funding district and is no longer covered under the State formula funding guarantee, teachers who reside in other districts may open enroll their children in the Mogadore School System tuition free. Until such time as the forgoing sentence becomes effective, teachers may enroll their children in the Mogadore School system tuition free if sufficient openings exist in the grade level following open enrollment. Provided that five (5) openings exist in a grade level as determined by the Superintendent, teachers may enroll their children tuition free in the Mogadore School System between August 1<sup>st</sup> and August 20<sup>th</sup>. If after open enrollment is closed and openings in grade levels still exist, teachers may enroll their children, tuition free, to the maximum level for the grade level established by the Superintendent. Once a child has been admitted under the provisions of this Article the child may continue in the Mogadore School system, tuition free, provided the teacher maintains employment with the Mogadore School District.

**ARTICLE 13. SALARY AND REIMBURSEMENTS**

**13.01 SALARY SCHEDULE**

There is a single Salary Schedule for all teachers based on training and experience.

Teachers will be granted full credit for prior teaching experience in the Mogadore Local School System, up to ten (10) years' credit for teaching experience in either public or non-public accredited schools in the State of Ohio, and up to five (5) years' credit for military service, except as provided in Section 11.08 (Military Leave).

This teaching experience credit applies to all teachers hired August 21, 1978, and after.

A "year" of teaching experience means either full-time teaching for one hundred twenty (120) days or more during the school year or one-half (1/2) day per day during an entire year. Each certified employee must apply for reclassification and must have on file with the Superintendent an official transcript reflecting additional training on or before October 15th of the year in which reclassification credit on the Salary Schedule is sought. Where for reasons beyond control of the employee, the official transcript is not available, supporting verification from the University granting the additional training must be on file on or before October 15th. However, no credit will be given on the Salary Schedule until the official transcript is on file which, in any event, must be no later than February 15th. Thereafter, credit shall be given where possible to reflect training secured prior to the start of the school year.

The Salary Schedule has four (4) levels of professional training:

- a. Bachelor's Degree
- b. 150 Semester Hours (Five Years)
- c. Master's Degree
- d. Master's + (Degree plus 9 graduate quarter hours, or 6 semester hours, in major field of education beyond the Master's.)

Longevity increases will be given at 15, 18, 21, 24 and 27; and will be 2.5% of the current Base Salary.

13.011 The Base Salary of \$37,253 will remain in effect for the duration of the agreement (June 29, 2011 through June 29, 2013).

Teachers' Salary Indices and Schedules

INDEX Effective June 29, 2013 – June 29, 2016

<b>YEARS</b>	<b>BACH</b>	<b>BACH + 150</b>	<b>MASTERS</b>	<b>MASTERS +</b>
0	1.0000	1.0400	1.1128	1.1573
1	1.0400	1.0816	1.1573	1.2036
2	1.0816	1.1249	1.2036	1.2517
3	1.1249	1.1699	1.2517	1.3018
4	1.1699	1.2167	1.3018	1.3539
5	1.2167	1.2654	1.3539	1.4081
6	1.2654	1.3160	1.4081	1.4644
7	1.3160	1.3686	1.4644	1.5230
8	1.3686	1.4233	1.5230	1.5839
9	1.4233	1.4802	1.5839	1.6473
10	1.4802	1.5394	1.6473	1.7132
11	1.5394	1.6010	1.7132	1.7817
12	1.6010	1.6650	1.7817	1.8530
13	1.6650	1.7316	1.8530	1.9271
14	1.6650	1.7316	1.8530	1.9271
15	1.6900	1.7566	1.8780	1.9521
16	1.6900	1.7566	1.8780	1.9521
17	1.6900	1.7566	1.8780	1.9521
18	1.7150	1.7816	1.9030	1.9771
19	1.7150	1.7816	1.9030	1.9771
20	1.7150	1.7816	1.9030	1.9771
21	1.7400	1.8066	1.9280	2.0021
22	1.7400	1.8066	1.9280	2.0021
23	1.7400	1.8066	1.9280	2.0021
24	1.7650	1.8316	1.9530	2.0271
25	1.7650	1.8316	1.9530	2.0271
26	1.7650	1.8316	1.9530	2.0271
27	1.7900	1.8566	1.9780	2.0521
28	1.7900	1.8566	1.9780	2.0521
29	1.7900	1.8566	1.9780	2.0521
30	1.7900	1.8566	1.9780	2.0521
30	1.7900	1.8566	1.9780	2.0521

SCHEDULE Effective June 29, 2013 – June 29, 2016 (Base Salary \$37,253)

<u>YEARS</u>	<u>BACH</u>	<u>BACH + 150</u>	<u>MASTERS</u>	<u>MASTERS +</u>
STEP 0	37,253	38,743	41,455	43,113
STEP 1	38,743	40,293	43,113	44,838
STEP 2	40,293	41,906	44,838	46,630
STEP 3	41,906	43,582	46,630	48,496
STEP 4	43,582	45,326	48,496	50,437
STEP 5	45,326	47,140	50,437	52,456
STEP 6	47,140	49,025	52,456	54,553
STEP 7	49,025	50,984	54,553	56,736
STEP 8	50,984	53,022	56,736	59,005
STEP 9	53,022	55,142	59,005	61,367
STEP 10	55,142	57,347	61,367	63,822
STEP 11	57,347	59,642	63,822	66,374
STEP 12	59,642	62,026	66,374	69,030
STEP 13	62,026	64,507	69,030	71,790
STEP 14	62,026	64,507	69,030	71,790
STEP 15	62,958	65,439	69,961	72,722
STEP 16	62,958	65,439	69,961	72,722
STEP 17	62,958	65,439	69,961	72,722
STEP 18	63,889	66,370	70,892	73,653
STEP 19	63,889	66,370	70,892	73,653
STEP 20	63,889	66,370	70,892	73,653
STEP 21	64,820	67,301	71,824	74,584
STEP 22	64,820	67,301	71,824	74,584
STEP 23	64,820	67,301	71,824	74,584
STEP 24	65,752	68,233	72,755	75,516
STEP 25	65,752	68,233	72,755	75,516
STEP 26	65,752	68,233	72,755	75,516
STEP 27	66,683	69,164	73,686	76,447
STEP 28	66,683	69,164	73,686	76,447
STEP 29	66,683	69,164	73,686	76,447
STEP 30	66,683	69,164	73,686	76,447

## 13.02 PAYROLL PRACTICES

13.021 Payment of Salaries. Payment of salaries will be made in twenty-six (26) equal installments except when that would result in a three (3) or more week period between the last pay of the current contract and the first pay of the new contract; then the Treasurer of the Mogadore Local Schools and the President of the MEA and/or a designee will meet to reach consensus on an alternate pay schedule that is to be approved by the MEA membership.

An employee may be paid in twenty-one (21) equal pays if the employee notifies the Treasurer of the Board, in writing, prior to September 1 of each year that he/she elects this option.

13.0211 Direct Deposit. The Treasurer of the Board will arrange for direct deposit of paychecks for teachers who so authorize. All newly hired teachers following July 1, 2001, shall be paid by direct deposit. Teachers hired prior to July 1, 2001, may elect to have their paychecks direct deposited, but once having so elected said election shall be irrevocable. This provision does not apply to supplemental positions.

13.022 Payment for Additional Duty and Extended Time. Payments made for duties listed on the Payment for Additional Responsibilities Salary Schedule and Section 13.03 A.3, D.1, E.1, and F.1 will be made in two (2) payments. The first will be for one-half (1/2) of the amount of the contract and will be made approximately halfway through the duty assignment. The second will be for the remainder of the amount of the contract and will be made upon completion of the duty. All others will be paid upon completion of the duty.

Payments for Extended Time Contracts will be made upon completion of the extended time period.

Payments for regular teachers' substitute time will be accumulated and paid at the end of each semester.

All payments will allow time for normal payroll processing.

13.023 Home Instruction/Tutoring. In cases where a student has been approved by the Summit County Board of Education and the State Department of Education, the Mogadore Local Board of Education will provide for Home Instruction or Tutoring. The hourly rate for Home Instruction or Tutoring shall be set at seven-tenths (7/10ths) of one percent (1%) [.070%] of the Base Salary.

**13.03 PAY SCHEDULE FOR ADDITIONAL RESPONSIBILITIES**

<u>A.</u>	<u>Classroom Related</u>	<u>Percent of Base</u>
1.	Department Chairperson – Middle/High School	5.0
2.	Department Chairperson – Elementary School (4)	5.0
3.	Audio-Visual Coordinator – Elementary (1)	2.0
4.	Substitute Principal - High School	10.0
5.	Substitute Principal - Elementary School	9.0
6.	Lead Mentor	5.0
7.	Mentor	3.0
<u>B.</u>	<u>Clubs, Boards, Publications</u>	
1.	Yearbook Advisor	4.0
2.	Theater Club Advisor (up to two productions per school year)	5.0
3.	Assistant Theater (up to two productions per school year)	3.0
4.	School Patrol Advisor	4.0
5.	Science Fair Coordinator	1.0
6.	Spelling Bee Coordinator	1.0
7.	Outdoor Education	2.0
8.	Junior High Memory Book Advisor	2.0
9.	D.C. Trip Chaperone (4)	2.5
<u>C.</u>	<u>Music</u>	
1.	Marching Band Director	18.6
2.	Assistant Marching Band	11.6
3.	Marching Corps	11.6
<u>D.</u>	<u>Athletics (Boys)</u>	
1.	Athletic Director	25.0
2.	Head Football Coach	19.0
3.	Assistant Football Coach (5)	11.0
4.	Head Basketball Coach	19.0
5.	Assistant Basketball Coach (4)	11.0
6.	Head Wrestling Coach	11.0
7.	Assistant Wrestling Coach	7.0
8.	Head Baseball Coach	11.0
9.	Assistant Baseball Coach	7.0
10.	Head Track Coach	11.0
11.	Assistant Track Coach (2)	7.0

	<u>Percent of Base</u>
E. Athletics (Girls)	
1. Athletic Director	13.0
2. Head Volleyball Coach	11.0
3. Assistant Volleyball Coach (3)	7.0
4. Head Basketball Coach	19.0
5. Assistant Basketball Coach (4)	11.0
6. Head Softball Coach	11.0
7. Assistant Softball Coach	7.0
8. Head Track Coach	11.0
9. Assistant Track Coach (2)	7.0
F. <u>Athletics (Co-Ed)</u>	
1. Athletic Director - Junior High	13.0
2. Cheerleader Advisor	10.0
3. Assistant Cheerleader Advisor	6.0
4. Head Golf Coach	11.0
5. Assistant Golf Coach	7.0
6. Head Cross Country Coach	11.0

#### **13.04 SUBSTITUTE TEACHER CLAUSE**

When qualified substitute teachers are not available, regular K-12 grade teachers supervising the students of the absent teacher, in addition to regular teacher's normal teaching load, shall be paid at the rate of seven-tenths (7/10ths) of one percent (1%) [.070%] of the base salary per hour. Regularly employed teachers regardless of the assignment may decline to serve in that capacity.

Those teachers interested in supervising students of the absent teacher shall inform their principal at the beginning of each semester. Substituting shall be made from that list of available and interested teachers, on a rotational basis. Should the principal ask two teachers on the rotating list and they refuse that assignment, the principal shall be able to ask anyone on the list.

13.041 OTHER HOURLY. Any Junior High or High School teacher who agrees to monitor detention shall be paid at the rate of seven-tenths (7/10ths) of one percent (1%) [.070%] of the base salary per hour.

#### **13.05 MILEAGE ALLOWANCE**

Mileage for approved use of privately-owned vehicles on school business will be paid at the rate established by the IRS as the business-use deduction for automobiles on Form 1040. For the purposes of travel, any portion of a mile will be considered a mile.

### **13.06 SEVERANCE PAY**

All employees under contract shall be granted Severance Pay at the rate of one-fourth (1/4) of actual accumulated Sick Leave, up to a maximum of two hundred forty (240) days earned Sick Leave times the employee's final daily rate. The maximum Sick Leave days for Severance Pay shall be one-fourth (1/4) of two hundred forty (240) days or sixty (60) days.

Severance Pay shall be granted only to those persons who have retired under the State Teachers Retirement System's requirements including age and years of service. Any teacher who retires early due to health reasons or personal reasons within three (3) years of retirement age shall receive Severance Pay.

Each employee shall have the option of receiving his/her Severance Pay any time within twelve (12) months after the effective date of leaving active service with the Board of Education.

Severance Pay benefits for a teacher eligible for benefits under this Section who dies while on active service or on approved Leave of Absence shall be paid to the member's Life Insurance beneficiary.

### **13.07 STRS TAX DEFERRAL**

The Board Treasurer shall contribute to the State Teachers Retirement System (STRS), in addition to the Board's required employer contribution, an amount equal to each employee's contribution in lieu of payment to such employee. The amount contributed by the Board on behalf of the employee shall be treated as a mandatory salary reduction from the current salary otherwise payable to such certificated employees.

The total annual salary for each employee shall be the salary otherwise payable under their contracts. The total annual salary shall be payable by the Board in two parts: (1) deferred salary, and (2) cash salary. An employee's deferred salary shall be equal to that percentage of said employee's total annual salary which is required by STRS to be paid as an employee contribution by said employee, and shall be paid by the Board to STRS on behalf of said employee as a "pick-up" of the STRS employee contribution otherwise payable by the employee. An employee's cash salary shall be equal to said employee's total annual salary less the amount of the "pick-up" for said employee and shall be payable, subject to applicable payroll deductions, to said employee.

The Board's total combined expenditures for employees' total annual salaries otherwise payable under their contracts (including "pick-up" amounts) and its Employer contributions to STRS shall not be greater than the amounts it would have paid for those items had this provision not been in effect.

The Board shall compute and remit its employer contributions to STRS based on the total annual salary including the "pick-up." The Board shall compute income tax withholding based upon gross income as reported to the respective tax authorities.

The "pick-up" shall be included in the employee's total annual salary for the purpose of computing daily rate of pay, for determining salary adjustments to be made due to absence, or for any other similar purpose.

The "pick-up" shall be a uniform percent for all certificated employees, and it shall apply to all payroll payments made after the effective date of this provision, and shall not be at the individual employee's option.

This provision shall be effective and the "pick-up" shall apply to all payroll payments made after April 1, 1985.

The Treasurer is directed to prepare and distribute an addendum to each bargaining unit member's individual contract which states the following:

- a. That the bargaining unit member's contract salary is being reinstated in accordance with this provision of the Negotiated Agreement as consisting of: (1) a cash salary component, and (2) a "pick-up" component which is equal to the amount of the bargaining unit member's contribution being "picked-up" by the Board on behalf of the bargaining unit member.
- b. That the Board will contribute to STRS an amount equal to bargaining unit member's required contribution to STRS in the account of each bargaining unit member.
- c. That all salary and fringe benefits which are indexed to or otherwise determinable by reference to the bargaining unit member's rate of pay shall be based upon the member's full salary including both the cash salary component and the "pick-up" component.

The current taxation or deferred taxation of the "pick-up" is determined solely by the IRS, and compliance with this section does not guarantee that the tax on the "pick-up" will be deferred. If the IRS or other governmental entity declares the "pick-up" not to be tax deferred, this section shall be null and void and the STRS contribution procedure in place prior to the effective date of this provision shall be in effect.

## **13.08 SEPARATION INCENTIVE PLAN**

### **13.081 Timelines for Participation**

Employees meeting the requirements as hereinafter set forth shall receive a salary incentive when they separate service from Mogadore Schools of up to

Four Hundred Dollars (\$400.00) per each year of service with Mogadore Schools. These monies will be paid in addition to severance pay. The employee may receive payment any time within twelve (12) months after the effective date of leaving active service with the Board of Education. Participation in this separation incentive plan must be elected between January 15 and February 15 of the current year.

13.082 Amount of Salary Incentive

Employees who separate with thirty (30) years or fewer of service shall receive a salary incentive in the amount of Four Hundred Dollars (\$400.00) per each year of service with Mogadore Schools. After thirty (30) years of service, the separation incentive shall be reduced by One Hundred Dollars (\$100.00) per each year of service.

13.083 Eligibility Requirements for Participation

- a. The employee shall, at the time of application for participation in said Separation Incentive Plan, be serving in a full-time contractual position as a member of the bargaining unit.
- b. The employee shall have at least fifteen (15) years of service with the Mogadore Local School District at the time of separation under the terms of this Plan.
- c. The employee shall submit a written statement to the Superintendent announcing his/her intent to separate service. The statement shall contain the effective date of the separation of service. The effective date shall be no later than July 30 following the election to participate. This written statement shall serve as the teacher's resignation. It is understood that there are no rights for reemployment with Mogadore Schools.
- d. This separation incentive plan shall be in effect only for the life of this contract.

**ARTICLE 14. EFFECTS OF CONTRACT**

14.01 This Contract represents the full understanding and commitment between the parties. The Board shall change its personnel policies and practices as may be necessary to give full force and effect to this Contract. Should there be any conflict between this Contract and any such policy or practice, then the terms of this Contract shall prevail.

14.02 Within thirty (30) days after this Contract is signed, copies shall be printed at the Board's expense and distributed to each teacher. Each teacher hired thereafter

also shall receive a copy upon employment. The Association shall be supplied an additional fifty (50) copies of the Contract. The above language shall also apply to any subsequent revisions or amendments to this Master Contract.

14.03 This Contract shall become effective June 29, 2013, following the ratification of both parties and the written execution thereof, and shall expire at midnight (12:00 a.m.) June 29, 2016. This Agreement is made and entered into at Mogadore, Ohio, on this 29<sup>th</sup> day of June, 2013, by and between the Association and the Board of Education.

14.04 Either the Mogadore Board of Education or the Mogadore Education Association may request that negotiations be reopened as of the first week of April, 2016, and completed not later than June 30, 2016.

**FOR THE ASSOCIATION**

**Date**

**FOR THE BOARD**

**Date**

Julie Dawson  
6/29/13

6/29/13

Christina Linkletter

Mindy Smith  
6/29/13

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\_\_\_\_\_

**MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding is entered into between the Board of Education of the Mogadore Local School District, hereinafter referred to as the "Board", and the Mogadore Education Association, hereinafter referred to as the "MEA".

The District is in need of hiring a half-time teacher and the current collective bargaining agreement does not address that issue. Accordingly, this Memorandum of Understanding is intended to serve as an Addendum to the parties' existing collective bargaining agreement.

The Board may hire a half-time teacher, and any teacher employed by the Board as a half-time teacher will be placed on the Salary Schedule (Article 13) at the appropriate level and paid fifty percent (50%) of the amount listed on the schedule.

The half-time teacher will receive 1-1/2 personal days and shall be entitled to the perfect attendance bonus provided in Article 11.

The half-time teacher shall be granted 1-1/4 days sick leave for each month of service.

The Board shall provide half-time teachers with comprehensive hospitalization, surgical, major medical, outpatient, x-ray, and laboratory services and pay fifty percent (50%) of the premiums (single or family) with the employee paying fifty percent (50%) of the premium (single or family).

The Board shall purchase employee and family dental insurance for half-time teachers in accordance with Article 12.04. The half-time teacher shall be responsible and pay for fifty percent (50%) of the cost of the dental insurance premiums.

Except as otherwise provided in this Memorandum of Understanding, all other terms and conditions of employment contained in the parties' contract shall apply to half-time teachers.

For the MEA

Date

For the Board

Date

\_\_\_\_\_  
July 1, 2007

\_\_\_\_\_  
July 1, 2007

**MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding is entered into between the Board of Education of the Mogadore Local School District, hereinafter referred to as the "Board", and the Mogadore Education Association, hereinafter referred to as the "MEA".

The Board may hire a person(s) as the Weight Room/Walking Track Supervisor. This person(s) will be paid on an hourly basis over a twelve (12) month period approved by the Mogadore Local School Board of Education. The approved individual(s) will be given a supplemental contract.

Except as otherwise provided in the Memorandum of Understanding, all other terms and conditions of employment contained in the parties' contract shall apply to the Weight Room/Walking Track Supplemental contract.

For the MEA

Date

For the Board

Date

\_\_\_\_\_  
July 1, 2007

\_\_\_\_\_  
July 1, 2007

**MEMORANDUM OF UNDERSTANDING**

It is the intent of the Mogadore Local Board of Education that:

- A. When a revision of a curriculum is required, a committee shall be formed for the purpose of developing a plan for implementing the new curriculum.
- B. The committee will be headed by the Building Principal, and shall include members of teaching staff selected by the Principal and acceptable to MEA.
- C. Approaches to be utilized by the committee may include, but shall not be limited to:
  - 1. Utilized opening day of school meetings for curriculum-related purposes;
  - 2. Scheduling early release of students to permit faculty inservice meetings;
  - 3. Scheduling inservice days;
  - 4. Employment substitute teachers to permit grade level or department level meetings;
  - 5. Paying for faculty attendance to evening, weekend, and summer workshops.

The Mogadore Local Board of Education agrees to take the necessary steps to develop and implement the policy required to achieve this desired goal for the benefit of students, staff and Administration.

For the MEA

Date

For the Board

Date

\_\_\_\_\_  
July 1, 2007

\_\_\_\_\_  
July 1, 2007

**MEMORANDUM OF UNDERSTANDING**

It is the intent of the Mogadore Local Board of Education that when decisions are to be made in the District regarding teachers, students, curriculum and other major issues of education, the input of teaching staff should be solicited and utilized in the decision-making process by those persons responsible for making such decisions.

This policy is based on the understanding that the teaching staff represents a valuable source of input that is a critical element in finding solutions to problems and making the educational process more effective for students.

The Mogadore Local Board of Education agrees to take the necessary steps to develop and implement the policy required to achieve this desired goal for the benefit of students, staff and Administration.

For the MEA

Date

For the Board

Date

July 1, 2007

July 1, 2007



OHIO EDUCATION ASSOCIATION

Rebecca L. Higgins, President  
Scott W. DiMauro, Vice President  
Tim Myers, Secretary-Treasurer  
Sheryl Mathis, Executive Director

*The OEA will lead the way for continuous improvement of public education while advocating for members and the learners they serve.*

May 21, 2014

State Employment Relations Board  
65 E. State St., 12<sup>th</sup> Floor  
Columbus, OH 43215-4213

Re: Case No. 2013-MED-04-0543  
Mogadore Education Association  
-and- Mogadore Local Schools

**Contract Settlement**

2014 MAY 23 PM 1:33  
STATE EMPLOYMENT  
RELATIONS BOARD

Dear Board Members:

Please be advised that the Mogadore Education Association, affiliated with the Ohio Education Association (OEA) and the National Education Association (NEA), and the Mogadore Local Schools have successfully completed negotiations and ratified a new Collective Bargaining Agreement, a copy of which is enclosed herewith.

Very truly yours,

Lee Ernest Blanden  
Labor Relations Consultant

LEB/dm  
Enclosure (Collective Bargaining Agreement)

