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NEGOTIATED AGREEMENT

between the

MOHAWK EDUCATION ASSOCIATION

and the

MOHAWK BOARD OF EDUCATION

Effective July 01, 2026- June 30, 2029

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ARTICLE I – PROFESSIONAL NEGOTIATING PROCEDURES DOCUMENT

A. Recognition

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

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

B. Principles

1. Right to Join or Not to Join – Employees have the right to join, participate in, and assist the Association, and the right to refrain from such; but membership shall not be a prerequisite for employment or continuation of employment of any employee.

2. Right of Minorities and Individuals – The legal rights inherent in the Federal Law and the Ohio Revised Code and in the rulings and regulations of the Department of Education affecting certificated personnel are in no way abridged by this Agreement.

C. Procedures for Conducting Negotiations

1. Negotiating Teams – The Board and Association shall designate a negotiating team consisting of not more than five (5) members.

2. Notice to Negotiate – Either party to this Agreement may declare its intention to negotiate a successor to this Agreement by filing a Notice to Negotiate with the other in the month of January of the year in which the Agreement is scheduled to expire.

3. Reaching Agreement – As tentative agreement is reached on each issue, it shall be initiated by each party. When consensus is reached, the proposed successor Agreement shall be reduced to writing as a tentative agreement and submitted to the Association and the Board for ratification. Following ratification by both parties, the Agreement shall constitute the successor contract between the parties. There shall be two (2) copies of the successor contract which shall be signed on behalf of the parties. One (1) copy shall be retained by the Board and one (1) by the Association.

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

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

D. Severability

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

ARTICLE II – GRIEVANCE PROCEDURE

A. Purpose

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

B. Definitions

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

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

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

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

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

C. Rights of the Grievant and the Association

1. The grievant has the right to Association representation at all meetings and hearings involving the grievance. The staff member filing the grievance will be in attendance at all meetings regarding the alleged grievance. If there are

extenuating circumstances and the situation allows for a virtual meeting that option can be presented.

2. If the grievant chooses to present the grievance without the intervention of the Association, it is understood that any voluntary resolutions of the grievance will be consistent with the terms of this Agreement and that an Association representative will be afforded the opportunity to be present.

3. Grievance forms shall be exhibited in the appendix of this Agreement.

4. The Association shall receive copies of all communications in the processing of grievances.

D. Time Limits

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

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

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

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

A grievance may be withdrawn at any time without prejudice.

E. Grievance Procedure

1. Informal Step

   Within seven (7) days of the act, or where the employee can reasonably be charged with knowledge of the act on which a grievance is to be based, the employee and the Association representative, if so desired by the employee, may discuss the grievance with the employee's immediate supervisor. If the grievance is to be filed with the grievant's immediate supervisor, there should be an attempt to resolve the grievance informally.

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

2. Step One

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

Within seven (7) days of the conclusion of the hearing, the appropriate supervisor shall forward his/her written response to the grievant and the Association President.

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

3. Step Two

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

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

4. Step Three

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

F. Selection of the Arbitrator

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

G. Authority of the Arbitrator

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

H. Costs of Arbitration

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

I. Miscellaneous

All communications, regarding grievances, shall be reduced to writing and hand delivered or e-mailed, read receipt requested. The Board shall provide the Association with copies of all communications.

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

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

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

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

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

ARTICLE III – ABSENCE FROM DUTY

A. Sick Leave

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

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

For purposes of this Section, "domestic partner" is defined to mean: the employee and the domestic partner must have a committed relationship of mutual caring which has existed with cohabitation for at least twenty-four (24) months and who can demonstrate financial interdependence; neither the employee nor the domestic partner are married to someone else; and the relationship is mutually exclusive.

Each employee shall be credited with one and one-fourth (1-1/4) days of sick leave with pay for each month of employment for a total of fifteen (15) days per year. Sick leave shall be accumulated to a maximum of two hundred fifty (250) days. Each employee with less than five (5) days-accumulated sick leave at the beginning of a school year shall be granted five (5) days of the number to be accumulated.

The employee will provide a doctor's note or other appropriate medical documentation upon request after the employee's use of three (3) consecutive full days of sick leave.

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

B. Personal Leave

1. Each employee shall be entitled to three (3) unrestricted days of personal leave per year.

2. Personal leave limitations are:

   a. twenty-four (24) hour notice is required (if possible).

   b. no more than six (6) teachers in grades PK-12 will be excused on the same day; except that, after April 30. The limit will be five (5) teachers grades PK-12, except as otherwise approved at the sole discretion of the Superintendent.

3. Any teacher having unused personal leave days remaining at the end of the school year, on the District's Staff Intentions Sheet circulated in March of each school year, will specify whether he/she opts to convert unused personal leave days at the end of that year (if any): to (A) a payment of $125 (less required payroll withholdings) for each unused day; or (B) to sick leave; or (C) rollover of up to two (2) unused days to the following year for a maximum of five (5) days. A teacher who makes no specification, will be treated as having selected the conversion to the sick leave option.
4. If a teacher plans to take more than 3 days of personal leave in a row they must submit this request at least 30 days in advance.

C. Assault Leave

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

1. Any employee must be absent from his/her duties due to a physical and/or emotional disability resulting from an assault while engaged in school-related activities, on or off school premises, before, during or after school hours, will be paid his/her full scheduled compensation for the period of absence.

2. Assault shall be defined as an unlawful action or threat to do bodily injury to a teacher.

3. The teacher shall furnish to the Superintendent a written, signed statement describing the circumstances and events surrounding the assault, including the location, date, and time of the assault, plus names and addresses of witnesses, if known.

4. The teacher shall also furnish a written, signed statement from a physician as to the nature of the disability, its possible duration, and the need to be absent from school.

5. Assault leave shall not be charged against sick leave earned or earnable by the employee.

6. Upon request of the Board, the employee shall obtain a second opinion from a Board designated physician at no expense to the employee.

D. Association Leave

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

2. The Association President or his/her designee shall be permitted Association Leave to attend District meetings at the invitation of District administration in order to represent a bargaining unit member, or at the invitation of a bargaining unit member for a disciplinary meeting/investigatory meeting.

E. Unpaid Leaves of Absence

1. Maternity/Paternity/Adoption Leave

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

b. A teacher requesting unpaid leave for maternity/paternity, child care or adoption shall have the right to such leave with thirty (30) days notice or as early as possible to the Superintendent of the proposed commencement of such leave. Such notification may be amended as circumstances warrant.

c. Unpaid leave may be for up to one (1) year.

d. During such leave, the teacher shall have the option to participate in insurance benefits guaranteed under COBRA.

e. Upon returning from leave, the teacher will resume the contract status held prior to such leave and will return to the same assignment held prior to such leave or to another professional assignment within the District.

f. The teacher returning from an unpaid leave of absence shall submit to the Superintendent on or before March 1 if (s)he plans on returning the following year to regular employment.

g. Notwithstanding the above provisions, a teacher eligible for leave under the federal Family and Medical Leave Act of 1993 [which generally provides for up to twelve (12) weeks of unpaid leave within a twelve-month period to care for the employee's child after birth or placement for adoption or foster care, to care for the employee's spouse, child or parent with a serious health condition, or for the employee's own serious health condition, during which leave insurance fringe benefits are maintained] may use such leave for the purposes and on the conditions appearing in the Act with the following understandings:

1) The twelve (12) month period in which the employee's entitlement to leave may occur is a rolling twelve (12) month period measured backward from the first date the employee uses any leave under the Act;

2) Should an eligible employee opt to take unpaid leave under the above provisions in conjunction with leave under the Act, leave under the Act must be taken first; and

3) The eligible employee and the Board may elect to exercise those options available to each under the terms of the Act and its implementing regulations.

4) Under no circumstance during a rolling twelve (12) month period will employer paid insurance exceed twelve (12) weeks; and

5) The prescribed notice to employees of their rights under the Act will be posted in accordance with law. Additionally, employees

will be provided annually with a leave checklist, which clarifies steps for applying for all paid leaves.

2. Personal Illness, Including Physical or Mental Disability

   a. A teacher may request a leave of absence without pay for a period of up to two (2) school years due to physical and/or mental inability to perform required duties.

   b. Such request shall be submitted in writing accompanied by a doctor's statement relative to the condition. Such leave shall be approved by the Board for any period up to two (2) school years. The beginning date of disability and the termination of disability shall be established by written statement of the teacher's doctor.

   c. Upon the return to service, the employee shall resume the contract status held prior to such leave.

   d. During such leave, the teacher shall have the option to participate in insurance benefits guaranteed under COBRA.

   e. The leave of absence for medical reasons shall not prejudice the teacher's position on the salary schedule, seniority or sick leave provided the teacher returns to the same or similar position. Sick leave and seniority shall not accumulate during the period of the leave.

   f. The teacher returning from an unpaid leave of absence shall submit to the Superintendent on or before March 1 if (s)he plans on returning to the following year to regular employment.

3. Military Leave

   a. In accordance with Section 3319.14 of the Ohio Revised Code, military leave shall be granted to any regular teacher who is inducted, called to active duty, or who enlists or volunteers for military duty with any branch of the armed forces of the United States.

   b. Any teacher whose contracted services in the District has been interrupted by active duty in the armed forces shall be re-employed in accordance with Section 3319.14 of the Ohio Revised Code.

4. Continuing Education

   a. A full-time or regular part-time employee, after five (5) consecutive years of employment in the District, upon application may be granted an unpaid leave of absence not to exceed one (1) year.

b. Upon returning from leave, the employee will resume the contract status held prior to the leave and will return to the same assignment held prior to the leave or to another professional assignment within the school system.

c. The teacher returning from an unpaid leave of absence shall submit to the Superintendent on or before March 1 if (s)he plans on returning to the following year to regular employment.

F. Jury Duty

When a teacher's presence is required in a court of law for jury duty, the teacher shall be paid his/her regular salary and shall reimburse the Board the court pay for that day. Teachers who are subpoenaed to attend a hearing related to a matter involving the District shall be permitted to take professional leave for such absences. Such professional leave does not pertain to that employee who brings an action against the Board.

G. Dock Days

If an employee must be absent from duty and has no form of leave available, the employee's obligation is to inform employer of the need to be absent as soon as possible under the particular circumstances so that arrangements can be made to handle the situation. If no alternative arrangement is feasible, a dock day may be authorized, which authorization will not be arbitrarily withheld. If the request for dock day is denied, the employee will receive a written explanation as to the reason for denial. Dock days may not be used to avoid requesting personal leave on consecutive work days or before or after a scheduled break of three (3) days or more. If the dock day is granted, it shall be without pay or any fringe benefits of any kind. The per-diem cost of the employee's fringe benefits, including but not limited to, insurance, retirement, Medicare and Workers' Compensation premiums, shall be deducted from the employee's pay.

H. Sick Leave Bank

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

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

1. Distribution and collection of the Sick Leave Donation Forms each time a solicitation for additional days to the Sick Leave Bank is made;

2. Recording of all donations and submission of a list of all donations to the Board Treasurer's office;

3. Processing of all requests for use of the days in the Sick Leave Bank (receipt of requests, notification of the Board Treasurer's office, etc.);

4. Monitoring of all usage of days from the Sick Leave Bank;

5. Solicitation of additional days when the Sick Leave Bank is nearing depletion.

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

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

1. A member's personal sick leave accumulations must be exhausted;

2. The need for additional sick leave days from the Sick Leave Bank must be based on catastrophic injury, and/or catastrophic illness to a bargaining unit member or member of the immediate family (spouse, domestic partner or child), but shall not include use for normal pregnancy;

3. A physician must verify, in writing, the member's need to be off work.

4. A member may be asked by the Superintendent to apply for disability leave and/or disability retirement through the State Teacher's Retirement System (STRS).

5. Examples of a catastrophic illness or injury, include, but are not limited to: multiple fractures, amputation of a limb, AIDS, ALS, cancer, cerebral palsy, muscular dystrophy, a condition causing paralysis, a rare debilitating disease, a severe burn involving over 20% of the body, a severe head injury requiring hospitalization, spinal cord injury, heart attack, stroke, etc.

Members who wish to request days from the Sick Leave Bank shall submit a written application to the Oversight Committee. The application shall indicate the date on which the member's personal sick leave accumulation will be exhausted, the reason why the member must be off work, and the number of days up to thirty (30) requested from the Sick Leave Bank. The application must be accompanied by the required written physician's statement. A member may make further requests for withdrawals from the Sick Leave Bank in increments of up to thirty (30) days. The discretion to approve additional withdrawals from the Sick Leave Bank rests with the Oversight Committee. Sick leave days will not be granted for days beyond the end of the school year. A

member, however, may make application for withdrawals from the Sick Leave Bank to commence at the beginning of the next contract year. A member who has been granted disability leave and/or disability retirement by STRS may not apply for additional days from the Sick Leave Bank or use days previously granted by the Oversight Committee from the Sick Leave Bank beyond the starting date of approval coverage for disability leave or disability retirement granted by STRS. However, if a member's disability leave status is rejected, revoked or terminated by STRS, a member may apply for withdrawals from the Sick Leave Bank.

Whenever the number of days available in the Sick Leave Bank totals fifteen (15) days or less, the Oversight Committee shall solicit donations of additional days from all bargaining unit members. All solicitations by the Oversight Committee for donations to the Sick Leave Bank taking place after the initial donation period the first year the Sick Bank is established, shall be limited to one (1) day per member and only take place when the days available in the Sick Leave Bank totals fifteen (15) days or less. If after the solicitation period of ten (10) days the Bank does not receive enough days to reach fifty (50) days then a member can donate any amount of days until the fifty (50) days is reached. The period of donation will remain open for fifteen (15) workdays and at the time if the bank has more than fifteen (15) days the donation period will end.

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

There shall be a maximum cap of ninety (90) days per catastrophic injury or catastrophic illness. If a member needs more than the initial 90 days they may submit another application for consideration.

I. Professional Leave

An employee may apply for professional leave using the SC View. Such leave is subject to approval of the building principal and Superintendent, based upon whether the proposed activity is aligned to building and personal professional goals. Such application is to be submitted at least five (5) work days in advance. The Board shall provide overnight lodging and meal expenses. Three (3) meals per day will be compensated up to a maximum of $75 per day. While the reimbursement is for up to 3 meals per day the submission for reimbursement should be reasonable for the location and the duration of the event.

J. Attendance Bonus

Employees who are full time and have perfect attendance by not using sick leave or personal leave during the school year, shall receive a bonus of $300.00 for each semester of perfect attendance. Part time employees will receive a bonus amount equal to the percentage of the employee's time worked for each semester. Such payments will be made no later than the second pay dates of January and June.

ARTICLE IV – SALARIES AND FRINGE BENEFITS

A. Salary Schedule and Index

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

   For the 2026-2027 school year: a BA-0 raise of three percent (3%).
   For the 2027-2028 school year: a BA-0 raise of three percent (3%).
   For the 2028-2029 school year: a BA-0 raise of four percent (4%).

2. The salary schedules shall be attached as Appendix A-1 and A-2 and A-3.

3. New teaching employees hired after July 1, 2023 shall receive a Three Thousand Dollar ($3,000) signing bonus paid in the last pay in June of the employee's third consecutive year of employment.

B. Supplemental Salary Schedule

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

2. The Administration in consultation with the Athletic Director may cancel a supplemental contract due to lack of participation, or due to the cancellation, in whole or in part, of the athletic season or extracurricular activity. A contract holder whose contract is cancelled shall be compensated on a pro-rated basis as follows:

   High School and Junior High Head Coaches and Assistant Coaches
   25% at signing of the contract
   25% at the beginning of the practice season (as defined by the Ohio High School Athletic Association ("OHSAA"))

   25% at the beginning of the regular season (as defined by OHSAA)
   25% at the completion of the regular season

   All Other Coaches
   25% at the beginning of the practice season (as defined by OHSAA)
   25% at the beginning of the regular season (as defined by OHSAA)
   50% at the completion of the regular season

Class Advisors/Club Advisor
25% at the beginning of each academic quarter

Weight Coordinator
50% at the beginning of the season
50% at the end of the season

3. Individuals moving from one class to another class on the supplemental salary schedule shall be given the appropriate step credit in the same sport/area.

4. Ohio law requires that a person possess a valid pupil-activity permit issued by the Ohio Department of Education before the person provides "services to direct, supervise or coach a pupil-activity program that involves athletics, routine or regular physical activity or health and safety considerations." Accordingly, the person performing such services must have a valid pupil-activity permit at all times that such services are performed and as a condition of receiving payment for such services. If a permit is obtained, or an expired permit is renewed, after the start of the pupil-activity program relevant to this contract, it is mutually understood and agreed that the employee will receive only a prorated portion of the compensation specified above, measured from the date the permit was obtained or renewed. For this purpose, a backdated permit is deemed to be obtained or renewed on the date it is actually issued by the Department of Education.

5. All coach/advisor job vacancy postings shall contain the language set forth in subsection 4 above.

C. Payroll Deductions

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

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

Dues for membership in the MEA, NWOEA, OEA, and NEA, shall be deducted for those employees who authorize same in writing. The deductions shall be made monthly over twenty (20) pay periods beginning with the first payday in November. Authorization for such deductions shall be submitted to the School District's Treasurer no later than October 15. Payroll deduction of dues, fees, and assessments will be continuous from year to year until the Employer is notified by the Association to cease donations.

The District Treasurer will transmit the dues within five (5) working days and provide a report, if requested, which includes the name of the member for whom the deduction was made and the amount deducted from the member's pay. All deductions shall be made

without charging a fee to the employee or the Association. The Board will notify the Association as soon as practicable of a member's request to discontinue the deduction of Association dues.Payroll deductions shall be made for all employees who authorize same for purposes of diverting a portion of their salaries to the Hancock Federal Credit Union. New deductions (companies) will be established only if ten (10) or more employees participate in the deduction.

D. Insurances

1. Medical/Prescription Insurance

The District shall offer employees their choice of two (2) insurance plans: a traditional PPO and a High Deductible Plan (HDP) with a Health Savings Account (HSA).

In the event the North Central Ohio Trust, the District's insurance consortium, requires member districts to transition to a standardized plan during the life of this contract, the District reserves the right to re-open negotiations for the purpose of insurance benefits only.

Effective July 1, 2026 the Board's monthly premium contribution for a single or family PPO plan shall be 89% of the monthly premium for the respective plan, with the employe paying 11%.

Effective July 1, 2026 the Board's monthly premium contribution for a single or family HDP plan shall be 91% of the monthly premium for the respective plan, with the employee paying 9%.

New employees and their dependents that are eligible for any insurance coverage may enroll within thirty (30) days of the employee's first date of employment with an effective coverage date to begin on the first day of the month following their enrollment.

Employees who are eligible for insurance coverage who have not elected to carry insurance will have additional opportunities to enroll during the District's open enrollment month. The open enrollment month shall be November for an effective date of January 1. Enrollment at any other time may occur only when there is a qualifying event per the plan. Subsequent to January 1, 2024, a member enrolled

in the HDP Plan may not change enrollment to the PPO Plan during the term of this Agreement, unless the member elected in writing at the time of enrollment in the HDP Plan to forego any Board contributions to the tax-free Health Savings Account ("HSA") referenced below, and has not received any payments by the Board into the HSA.

No decrease in benefits due to a change in carriers shall occur. Only those employees who the District is required to cover under the Affordable Health Care Act shall be eligible for the Medical/Prescription Insurance. For part-time employees who are eligible for the Medical/Prescription Insurance and whose regular work day is less than seven (7) hours or whose regular work week is less than five (5) days, the Board shall pay a percentage of the Medical/Prescription Insurance premiums which is equal to the percentage of time worked multiplied by the Board premium paid for full time employees. The balance of the premium shall be paid by the employee through payroll deduction.

a. Specification of Benefits are shown in the plan document as posted on the District web site. Benefits levels may decrease to previous levels that were in effect before the implementation of the provisions of the Affordable Health Care Act if this law is found to be unconstitutional or is repealed by Congress. The single and family deductible levels for the embedded high deductible health plan will be the minimum permitted by law in order for it to be HSA qualified. These minimums are $3,000 for single and $6,000 for family in 2023 and are subject to change annually. The maximum out-of-pocket for the high deductible plan may increase automatically at the same dollar increase as the deductible, but never higher than the maximum permitted by law.

b. Case Management Program

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

for this service. The final decision on the course of treatment remains between the patient and his/her Physician.

c. STRS Retired Employees

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

2. Dental Insurance –The Board will pay 85% of the cost of dental insurance for employees enrolled with district medical insurance. . The Board will pay 70% of the dental insurance for employees not on the district's medical plan. For part-time employees, the Board shall pay dental premiums prorated based upon a percentage of the time worked for those taking medical, or those not taking medical insurance as indicated above. The balance of the premium shall be paid by the employee through payroll deduction. Specification of Benefits are shown in the plan document as posted on the District website.

3. Life Insurance – The Board shall pay 100% of the premium for a $25,000 term life insurance policy with an accidental death and dismemberment provision for all certified employees.

4. Vision Insurance – The Board will pay 85% of the cost of vision insurance for employees enrolled with district medical insurance. . The Board will pay 70% of the vision insurance for employees not on the district's medical plan. For part-time employees, the Board shall pay vision premiums prorated based upon a percentage of the time worked for those taking medical, or those not taking medical insurance as indicated above. The balance of the premium shall be paid by the employee through payroll deduction. Specification of Benefits are shown in the plan document as posted on the District website.

5. All employee contributions to insurance premium payments shall be through the use of a 125 Tax Shelter Plan.

6. The Association shall have input for any changes of the Insurance carrier/administrator.

7. Hospitalization Reimbursement – Each full-time employee may elect not to be included in the hospitalization plan provided by the Board and receive, instead, a payment of one thousand dollars ($1000). Less than full-time employees may elect to receive a percentage of the one thousand dollars ($1000) sum equal to the percentage of time worked by the part-time employee.

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

8. General Provisions

   a. Copies of Benefit Contract:

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

   b. Copies of Benefit Descriptions:

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

   c. Copies of Improvements in Existing Benefits:

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

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

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

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

   The purpose of this committee shall be to make recommendations designed to optimize the quality of health care available to District employees and improve cost effectiveness of the health insurance plan(s). Committee members shall review data, work with the District insurance consultant and other consultants as

agreed upon by the committee members, and collaborate on making recommendations for any changes in medical, dental or vision insurances to their respective constituencies.

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

E. Pay Periods

The total amount of a teacher's annual salary shall be paid in twenty-four (24) equal installments on the 5th and 20th day of each month. A pay date falling on a weekend or holiday will be paid the first business day prior to the normal pay date.

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

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

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

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

F. Severance Pay

1. Employees with ten (10) or more years of experience in the District shall be eligible for severance pay based upon one-fourth (1/4) of the accumulated sick leave up to two hundred twenty days (220).

2. An employee must submit a written letter of resignation to the Treasurer. Notice of retirement from the profession must be received by the District from the State Teachers Retirement System prior to payment of severance pay.

3. The rate of payment shall be at the per diem rate of the retiring employee as indicated in Appendix A of this Agreement.

4. An employee that has already retired and received a severance payment is not eligible to receive a second payment.

G. Extended Contractual Service

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

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

3. Employees shall record their extended days on a timesheet and submit their timesheet, with the principal/supervisor's approval, to the Treasurer's office. Employees hired after July 1, 2022 shall submit their timesheet for payment on the following pay period. Employees hired prior to July 1, 2022 will have their extended days paid over the contract year. If such employees do not work all their extended days, the unworked days shall be deducted from the final pay in August.

Duty	Location	Maximum Possible Extended Workdays
Guidance	High School	20
	Jr. High	15
	Elementary	10
Industrial Arts	High School	2
Art	High School/Elementary	2
Agriculture Ed	High School	35

H. STRS Pick-Up

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

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

I. Tuition Reimbursement

1. Reimbursement Limits:

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

2. Conditions:

   a. Courses that qualify for reimbursement are as follows:

      1) Courses in staff member's undergraduate major.
      2) Courses in staff member's undergraduate minor.
      3) Courses in staff member's teaching field.
      4) Courses in staff member's teaching assignment.
      5) Courses in staff member's post-graduate program.

   b. Prior to official enrollment, the Superintendent must approve all courses.
   c. Staff members can be considered for a max of 24 hours (6 FA, 6 SP. 12 SU) per year
   d. Appropriate reimbursement will be given when a registration fee receipt and evidence of successful completion by the college/university has been received by the Treasurer by September 15. Reimbursement for courses with a starting date between July 1 and June 30 of any fiscal year will be paid by the end of the following September if the employee has returned to service in the District. Further, the Superintendent may request a one-page summary of the course.

J. Resident Educator Program

A committee consisting of three persons appointed by the Association President and three persons appointed by the Superintendent shall meet to provide recommended changes to Article IV for purposes of compliance with H.B 442 for ratification by the parties by August 1, 2023. Committee members shall be paid the AWR for such work.

K. Mileage

Mileage reimbursement will be made at the IRS rate.

L. Professional Certification Endorsements

All certified and licensed staff shall qualify for the following stipends upon completion of certification or licensures:

1. Resident Educator Mentor – a one-time five hundred dollar ($500) stipend for completion of the ODE mentor certification course.

2. Senior Professional License – a one-time stipend of two hundred fifty dollars ($250).

3. Lead Professional Educator License – a one-time stipend of five hundred dollars ($500).

M. Planning Period

A teacher may be requested to perform duties, attend meetings or substitute for another teacher during his/her planning time. The teacher shall be paid $25 per class period.

1. All efforts will be made to not ask the same staff member on consecutive days.
2. Teachers will be selected by elementary for elementary, JH/HS for JH/HS.

N. Hiring of Retired Teachers

1. The Board is authorized to fill any certificated vacancy, with a previously retired certificated/licensed applicant (i.e., retired from any public school district in Ohio, including the Mohawk Local School District) subject to conditions provided below.

2. For purposes of salary schedule placement, a previously retired teacher (PRT) will be granted at the Board's option a minimum of zero (0) years of service credit to a maximum of ten (10) years of service credit upon initial employment. A PRT may not advance beyond Step 10 on the certificated/licensed salary schedule.

3. PRTs will be credited with all earned training/education for purposes of salary schedule placement.

4. PRTs will be awarded one-year contracts of employment that will automatically expire at the end of the applicable school year without notice of non-renewal. No performance evaluations shall be required.

5. PRTs may be re-employed from year to year under limitations described in paragraph 4. above, with Board approval, but shall not be eligible for continuing contract status.

6. PRTs will not accrue seniority.

7. PRTs shall not be eligible to participate in a contractual retirement incentive program, if any, or for severance pay upon separation from employment.

8. Prior employment in the District is no guarantee of post-retirement employment or a particular assignment, if hired. A current employee who retires and intends to return under provisions of this Article must completely fulfill the provisions of his/her last pre-retirement individual contract of employment in order to be considered for additional employment.

9. PRTs shall be entitled to all other contract benefits available to bargaining unit members unless otherwise limited by specific provisions of this contract.

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

O. Free Admission to School Activities

Teachers who volunteer at two (2) events, shall receive a family pass for free admission to all remaining home school-related activities and functions, excluding fund raising events. Teachers are permitted to attend all home activities without charge.

P. Academic Work Rate (AWR)

An Academic Work Rate (AWR) shall be established at thirty dollars ($30) per hour. The AWR shall be paid to those teachers for work performed outside the contracted workday only upon prior written approval of the teacher's principal or Superintendent. Teachers covering a class will be paid $25 per class.

Q. Continuing Contracts

Bargaining unit members who become eligible through certification/licensure and service requirements established by Ohio law, and who inform the Superintendent in writing on or before September 25 of the final year of the bargaining unit member's contract that he/she will be eligible for a continuing contract at the end of the contract year, shall be eligible for continuing contract consideration in May of that school year. Failure of the member to provide such written notification on or before September 25 shall result in deferral of continuing contract consideration by one year, and the member instead being

eligible to receive the appropriate limited contract at the end of that contract year. If a member becomes eligible for a continuing contract during the term of a multiple year limited contract, and the Superintendent recommends, and the Board approves, a continuing contract, the member agrees to waive the limited contract at the end of the contract year, and a continuing contract shall be issued for the succeeding contract year.

ARTICLE V – EMPLOYMENT PRACTICES/WORKING CONDITIONS

A. Labor/Management Council

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

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

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

B. Assignment, Vacancy, and Transfer

1. A letter of assignment for the next school year shall be issued to each employee as soon as possible but not later than July 1. This shall include grade level and/or subject area.

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

2. Voluntary and Involuntary

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

3. Posting of Unit/Non-Unit Vacancies

   a. All positions open will be advertised.

   b. Notification of vacancies shall be forwarded within ten (10) calendar days starting on the first full calendar day after posting to:

1) The Association President
2) All teachers. (Vacancies shall be sent by email)
3) All teachers on leave of absence (to be notified by email).

c. Vacancies which occur during holidays or summer will be emailed to all teachers listed in items b. 1), 2), and 3).

d. Notification of vacancies shall include the following:

1) Positions available.
2) Certification(s)/licensures and requirements for the job.
3) Deadline for applications.
4) Effective starting date.
5) Any additional pertinent information.

4. Transfer Procedures

a. Teachers shall have ten (10) calendar days starting on the first full calendar day after posting from the receipt of notification of vacancies to apply for positions posted. Between May 1 to September 30, the application period shall be shortened to five (5) calendar days.

b. Transfers shall be made on a voluntary basis if possible.

c. Positions may be filled from properly certificated/licensed teachers who apply on the basis of qualifications and specialized training as deemed by the Superintendent.

d. Involuntary transfers shall not be for discipline or reprisal.

e. Involuntary transfers will only be made after a conference between the employee being transferred, principal or immediate supervisor, and the Superintendent. An Association representative may be present at the option of the employee.

f. A teacher being involuntarily transferred shall be told the reasons for the transfer. These reasons will be reduced to writing at the request of the teacher. At the time of notification of the impending transfer, the Administration shall supply the teacher with a list of all available openings for which the teacher is certified/licensed. An Association representative may be present at the option of the employee.

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

C. Reduction in Force

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

1. Where there has been a decline in pupil enrollment.

2. When regular teachers have returned from a leave of absence.

3. Where schools have been suspended.

4. Where there have been territorial changes affecting the District.

5. Financial reasons.

6. Where employees have retired or left the District through attrition.

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

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

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

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

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

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

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

1. Number of years of continuous, unbroken service within the District.

2. If two (2) or more employees are equal in Step 1, then the date of Board action to hire the employee will determine seniority. The earliest date being the one with most seniority.

3. If two (2) or more employees are equal in Step 1 and 2, the tie shall be broken by the Superintendent based upon what he believes to be in the best interest of the District.

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

The Administration will provide letters of recommendation for teachers affected by a reduction in force, within ten (10) days of the teacher's notification that his/her contract has been suspended, and will attempt to provide other forms of assistance, where possible, upon the request of the teacher.

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

D. Teacher Work Day

The teacher's work day shall not be longer than 7-1/2 hours. A maximum of three hundred (300) minutes for meetings per year may be scheduled outside of the teacher work day. Meetings shall not be scheduled on days when staff members are expected to return for other non-supplemental assignments, or the day before a holiday break.

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

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

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

Any additional minutes that exceed these limits will be paid the AWR.

E. School Year

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

1. One (1) work day for a general meeting and teacher preparation at the beginning of the school year. A minimum of four and one-half (4.5) hours will be scheduled for the teachers to prepare for the school year.

2. Up to two (2) school days per year in which classes are dismissed for the purpose of parent-teacher conferences..

3. One (1) early dismissal day at the end of the first semester and one (1) work day following the last day scheduled for students.

F. School Calendar

1. The school calendar shall be no more than one hundred eighty-four (184) days which shall include at least four (4) paid days during which students are not present as set forth above.

2. In November of each year, the Association President shall appoint three (3) members to meet with the Superintendent to study and make recommendations regarding the school calendar for the following school year. All information and recommendations will be submitted to the Superintendent and to the Association President on or prior to the end of the first semester. The proposed calendar will be shared with the Board of Education in January with approval in February. The proposal will be for two (2) years at a time. No calendar may be adopted which is not in compliance with the provisions of this Agreement.

3. Both the Mohawk Board of Education and the Mohawk Education Association believe that lost instructional time can be detrimental to the cognitive growth of students. No personal leave or dock days may be used during a make-up day. No days will be made up at the end of the school year unless the district falls below the state minimum number of hours as determined by the sum of delays and closures, a sufficient number of days shall be made-up such that the district exceeds the minimum number of hours required by ORC 3313.48. If the District submits a plan to ODEW the teachers will use up to 3 online learning days if the District has been closed for 7+ days before state testing, or if the District would fall below the minimum hours required.

G. Right to Representation and/or Consultation

1. An employee shall be granted up to two (2) full days the central administration office is open to secure professional advice before he/she is required to file a written accident report or to give an oral account of an accident to the employer or anyone else if the incident could potentially result in a claim of liability.

2. Prior to the making of any statements (oral or written) relative to a potential or actual lawsuit, an employee shall have the right to seek counsel from an individual(s) of his/her choice. The same right shall exist prior to the settlement of any action brought against an employee.

3. Employees shall have the right to representation of their choice at any meeting and/or hearing involving a complaint or incident that could result in a claim of liability and at any and all meetings, hearings, and/or depositions related to an actual lawsuit.

4. An employee shall suffer no loss of pay as a result of attendance at any meeting, hearing, or deposition related to an actual or potential lawsuit stemming from the employee's employment with the District, so long as the employee did not initiate the lawsuit. Nor shall an employee suffer loss of any type of leave to which he/she is otherwise entitled.

H. Use of Tobacco on School Premises

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

I. Personnel Files

1. The official personnel file of each teacher shall be maintained in the office of the Board.

2. The teacher shall have access to his/her personnel file upon request.
A representative of a teacher shall have access to said teacher's personnel file when

said teacher requests such access in writing to the Superintendent or his/her designee. Access shall be granted within twenty-four (24) hours.

3. Upon request, a teacher shall be entitled to a copy of the specific material(s) in his/her file within twenty-four (24) hours. The teacher may be charged a fee of $.03 per copy.

4. An employee shall be notified immediately of any request(s) to view the contents of his/her personnel file by anyone other than an administrator employed by the Board. An individual requesting to see an employee's file shall not be granted access to the file for a period not to exceed one (1) work day from the time the request is made.

5. Letters or materials anonymous to the teacher or reports partially or entirely based on sources anonymous to the teacher shall not be placed in a teacher's personnel file.

6. Each teacher shall have the right to indicate those documents and/or other materials in his/her personnel file which he/she believes to be inappropriate and/or inaccurate. The teacher shall have the right to request that the inappropriate and/or inaccurate materials be removed from the file. Such request shall be reviewed by the Superintendent. If the Superintendent does not agree to remove the materials, the teacher shall have the right to initiate a grievance at the Superintendent's level.

7. All evaluation materials and all materials of a negative and/or disciplinary nature placed in the teacher's file shall be signed by the teacher indicating that he/she has seen the material.

J. Public Complaints and Grievances

Any person having a legitimate interest in the schools of this District shall have the right to present a request, suggestion, or complaint concerning District personnel. At the same time, the Board has a duty to protect its staff from unnecessary harassment.

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

Matters regarding a professional staff member:

1. First Level

   If it is a matter specifically directed toward an employee, the matter must be addressed, initially, to the concerned staff member who shall discuss it promptly with the complainant and make every effort to provide a reasoned explanation or

take appropriate action within his/her authority and District rules and regulations. Any allegation of inappropriate staff misconduct toward a student would permit the complaining party to advance to step two, with the staff member being informed of the existence of the complaint.

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

2. Second Level

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

3. Third Level

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

4. Fourth Level

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

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

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

K. Progressive Discipline

1. No employee shall be disciplined except for just cause.

2. The purpose of this disciplinary procedure is to secure at the lowest possible level, solutions to problems which may arise during the school year affecting employees classroom performance and/or compliance with District rules, regulations, policies, or directives in an effective and confidential manner.

3. The steps of progressive discipline are:

   a. Verbal Warning – Verbal Warnings shall be discussed in private between the parties involved. Whenever an administrator intends to issue a verbal warning, he/she will inform the employee that the first step of the disciplinary procedure is being initiated.

b. Written Reprimand – Within ten (10) days of when the administrator knew of an offense warranting a written reprimand, the administrator shall meet with the employee to discuss the offense. At the meeting, the teacher may be represented by a representative of the Association of his/her choice. Employee may request written reprimands be removed from the employee's file three (3) years from its placement if allowed by the law.

c. Suspension – The Superintendent may suspend an employee without pay for up to three (3) work days. Employee may request suspensions be removed from the employee's file three (3) years from its placement if allowed by the law.

d. Termination – The Board may terminate an employee in accordance with O.R.C. §3319.16.

4. In the case of suspension without pay for three (3) days or less, the Superintendent will explain the reason(s) for the discipline to the employee prior to suspension. When the Superintendent determines suspension of three (3) days or less is warranted, the Superintendent shall provide written notice including the reason(s) and the effective date(s) of suspension.

5. Discipline will be progressive and will be commensurate with the offense. Notwithstanding the foregoing, if the offense is deemed by the building administrator, the Superintendent, or the Board to be of a serious nature, the administration may skip the progressive discipline steps and immediately impose a severe disciplinary measure (i.e. unpaid suspension or termination).

6. Nothing herein shall preclude the Superintendent from suspending an employee with pay.

7. At all steps of the disciplinary procedure a bargaining unit member shall have the right to have an Association representative present.

8. Fringe benefits shall remain in effect during the time of any suspension under this Article.

9. If any grievance is filed because of a suspension without pay, the grievance may be initiated at Step Two, Article II – Grievance Procedure.

10. Nothing herein shall be construed as limiting or prohibiting the Administration's authority to report suspected criminal activity or suspected abuse as defined by ORC 2151.421, and to deal with such suspected activity once proven, according to state and/or federal law.

L. Class Size and Load

1. It is recognized by the Association and the Board that pupil-teacher ratio is an important aspect of an effective educational program.

2. The Board agrees to the following maximums for class size loads:

   a. Teachers of preschool classes shall not have a class load that exceeds State ratios.

   b. Teachers of academic classes in Kindergarten through Grade 2 shall not have a class load that exceeds twenty-eight (28).

   c. Teachers of academic classes in Grades 3 and 4 shall not have a class load that exceeds one hundred sixty-five (165) students per day.

   d. Teachers of academic classes in Grades 5 and 6 shall not have a class load that exceeds one hundred sixty-five (165) students per day.

   e. Teachers of academic classes in Grades 7 and 8 shall not have a class load that exceeds one hundred seventy-five (175) students per day.

   f. Teachers of academic classes in Grades 9 through 12 shall not have a class load that exceeds one hundred seventy-five (175) students per day. No class shall be less that seven (7) students without consultation between teacher and administrator.

3. Elementary vocal music, art, and physical education classes should not regularly exceed one classroom unit.

4. No teacher shall have more students assigned than a physical facility shall allow.

5. Every effort will be made to equalize the class numbers in grades K-6.

M. Building and Equipment Access

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

N. Evaluation

1. Ohio Teacher/Counselor Evaluation System.

   The Board, in consultation with the District's OTES Committee, shall adopt a standards-based teacher and counselor evaluation policy that conforms to the framework for the evaluation of teachers and counselors developed by the Ohio

State Board of Education. The OTES Committee shall include MEA leadership

District and building administration and volunteer teachers who have received OTES professional development training.

The Mohawk Teachers and Counselors shall be evaluated in accordance with ORC 3319.111, 3319.12 and 3319.113.

The standards-based teacher and counselor evaluation policy outlined in this Section applies to all employees employed under a teacher licensed issued under Chapter 3319 of the Ohio Revised Code or under a professional or permanent teacher's certificate issued under former Section 3319.222 of the Ohio Revised Code and who spend at least fifty percent (50%) of the time employed providing student instruction excluding teachers who provide student instruction to less than six (6) students. Each evaluation shall result in an effectiveness rating of: "Accomplished," "Skilled," "Developing," or "Ineffective." Any effectiveness rating is based upon Teacher Performance and the use of two (2) measures of High Quality Student Data.

a. Evaluators.

Evaluations shall be completed by a building or District administrator approved by the Board who has attended the Ohio Teacher Evaluation System (OTES) state-sponsored training and has passed the online assessment using the OTES Performance Rubric.

Counselor evaluations shall be completed by a building or District administrator approved by the Board who has attended the Ohio School Counselor Evaluation System (OSCES) state-sponsored training. A counselor's evaluation, including all observations and summative evaluation, shall be assessed based on the Ohio Standards for School Counselors and the School Counselor Evaluation Rubric in accordance with ORC 3319.113. All monitoring or observation of the work performance of a counselor shall be conducted openly and with the full knowledge of the counselor. Each evaluation shall result in an effectiveness rating of Accomplished, Skilled, Developing or Ineffective.

b. Teacher/Counselor Performance.

Evidence observed, collected, or provided during the formal or informal observation process or otherwise (provide up to two weeks (ten (10) school days and not to exceed fourteen (14) total days) for the teachers to provide additional evidence) will combine to produce a score on the OTES, Teacher Performance Evaluation Rubric. The effectiveness rating will be attributed to Teacher Performance through a holistic process based upon the following Ohio Standards for the Teaching Profession:

i. Understanding Student Learning and Development and Respecting the Diversity of the Students they Teach;

ii. Understanding the Content Area for which they have Instructional Responsibility;

iii. Understanding and Using Varied Assessment to Inform Instruction, Evaluate and Ensure Student Learning;

iv. Planning and Delivering Effective Instruction that Advances Individual Student Learning;

v. Creating Learning Environments that Promote High Levels of Learning and Student Achievement;

vi. Collaborating and Communicating with Students, Parents, Other Educators, District Administrators and the Community to Support Student Learning; and

vii Assuming Responsibility for Professional Growth, Performance and Involvement.

Evidence observed, collected, or provided during the formal or informal observation process or otherwise, for counselors will combine to produce a score based on the Ohio School Counselor Evaluation Rubric (OSCES):

i. Comprehensive School Counseling Program Plan;

ii. Direct Services for Academic, Career and Social/Emotional Development;

iii. Indirect Services;

iv. Partnerships and Referrals;

v. Evaluation and Data;

vi. Leadership Development; and

vii. Professional Responsibility, Knowledge and Growth.

c. Evaluation Procedures.

i. Teachers and counselors shall be evaluated at least once each school year. The evaluation shall consist of: 1) two (2) formal observations of at least thirty (30) minutes each and 2) periodic classroom

walkthroughs by the evaluator. Evaluators shall conduct at least two (2) periodic classroom walkthroughs per year and shall provide feedback for each classroom walkthrough. Counselors' walkthroughs shall be during non-confidential activities. Evaluators may conduct additional periodic classroom walkthroughs. Evaluators shall not be required to provide feedback for such additional classroom walkthroughs. Evaluations shall be complete by the first day of May of the applicable school year and the teacher shall have access to the results of the evaluation by the tenth day of May.

ii. Teachers and counselors rated as "Accomplished" are to: 1) be evaluated at least once every three (3) years; and 2) receive at least one (1) observation and conference by a credentialed evaluator annually. Teachers and counselors rated as "Skilled" are to: 1) be evaluated at least once every two (2) years; and 2) receive at least one (1) observation and conference annually. Teachers and counselors rated as "Developing" or "Ineffective" are to: 1) receive a full evaluation annually; and 2) receive at least two (2) observations annually. The evaluation shall consist of: 1) two (2) formal observations of at least thirty (30) minutes each and 2) Informal observations through periodic classroom walkthroughs [five (5) minute minimum] per observation cycle by the evaluator. Evaluators may conduct additional periodic classroom walkthroughs and provide timely feedback. The evaluation shall be completed by the first day of May of the applicable school year, and the teacher shall have access to the results of the evaluation by the tenth day of May.

iii. Teachers and counselors who are under consideration for nonrenewal and with whom the Board has entered into a limited contract or an extended limited contract under Section 3319.11 of the Ohio Revised Code shall have at least one (1) evaluation consisting of at least three (3) formal observations. Evaluators shall conduct at least two (2) periodic classroom walkthroughs per year and shall provide feedback for each classroom walkthrough. Evaluators may conduct additional periodic classroom walkthroughs. Evaluators shall not be required to provide feedback for such additional classroom walkthroughs. Evaluations shall be complete by the first day of May of the applicable school year and the teacher shall have access to the results of the evaluation by the tenth day of May.

d. Observations.

The formal observation process shall include: 1) Pre-observation notification; 2) Observations and 3) Post-observation conference. The evaluator shall conduct the post-observation conference within ten (10) work days of the observation. The informal observation process shall include classroom walkthroughs.

e. Overall Rating.

The Teacher/Counselor Performance Evaluation Rubric rating will be combined using the Ohio Department of Education Evaluation System, (OhioES) to determine the effectiveness rating.

f. Comparable evaluations shall be defined as:

- Accomplished and Skilled are one category for compatibility purposes.
- Developing is comparable to Developing and Ineffective is comparable to Ineffective.

g. Professional Growth and Improvement Plans.

Each teacher and counselor must develop either a professional growth plan or improvement plan in accordance with the Board's policy. A teacher rated Accomplished submits a self-directed professional growth plan annually. A teacher rated skilled develops a plan collaboratively with the evaluator. A teacher rated developing creates a plan guided by the evaluator. A teacher rated as ineffective is placed on an improvement plan by the evaluator.

h. One (1) copy of the teacher's/counselor's final rating shall be printed and placed in the teacher's/counselor's personnel file.

2. Evaluation System (OTES Inapplicable).

This Evaluation System applies to employees who do not spend at least fifty percent (50%) of the time employed providing student instruction.

a. As part of the evaluation process, there will be both observations and evaluations as defined below:

i. Observation

A work setting observation of the staff member at work in order to critique one's performance shall be conducted. Also included are day-to-day observations of staff members, in the education setting.

ii. Evaluation

A summation of observations recorded on the Performance Evaluation Form (see Appendix E).

b. Evaluation will be done by a building or District administrator and will be based on the criteria outlined in the job description. Each evaluation shall consist of observations totaling no less than thirty (30) minutes. All evaluations shall be conducted on the forms which are attached hereto as Appendix E.

An administrator, when conducting an observation, should take into consideration the following situations before conducting observations or walkthroughs: the day before or after holiday recess, the day after absence due to illness, the first or last day of a grading period, testing days and days of class parties/school wide event days.

In all cases, the period of time between the completed evaluation and the evaluation conference shall not exceed ten (10) work days. Any unsatisfactory rating shall be accompanied by a written explanation which shall include written suggestions by the administration for correcting any deficiencies which have been cited. The ultimate responsibility for correcting any noted deficiencies shall rest with the employee.

c. Employees shall be evaluated once per school year. The evaluation shall consist of two (2) formal observations and may consist of periodic walkthroughs by the evaluator. Employees who are under consideration for nonrenewal shall have three (3) formal observations and may consist of periodic walkthroughs by the evaluator. Evaluations shall be complete by the first day of May and the employee shall receive the results of the evaluation by the tenth day of May.

d. One (1) copy of the evaluation shall be sent to the Superintendent for placement in the employee's personnel file and one (1) copy to the employee. Observation notes may be included on the evaluation form. An employee, by his or her signature on the evaluation forms, shall acknowledge that he or she has reviewed and discussed the report with the evaluator. The employee's signature shall not be interpreted to indicate agreement. The employee shall have the right and opportunity to submit,

within ten (10) school days, a written rebuttal for attachment to the evaluator's report and such shall be placed in his or her personnel file.

e. All of the above rare minimum requirements. Additional evaluations may be done as needed.

3. Any teacher who has submitted a notice of retirement that has been accepted by the Board not later than the first day of December of the school year in which the evaluation is otherwise scheduled to be conducted may be excluded from the evaluation process with the exception of completing a Professional Growth Plan.

4. Any teacher who is on leave from the school district for fifty percent (50%) or more of the school year, as calculated by the Board, may be excluded from the evaluation process with the exception of completing a Professional Growth Plan.

5. Standing Joint Committee for Teacher Evaluation

The Association and Board agree to establish a standing joint Evaluation Committee. This committee will establish the procedures, processes, and determination of HQSD, for the evaluation of teachers in the District and to regularly review the effectiveness of the aforementioned items.

a. Committee Composition

1) The committee shall be comprised of up to three (3) Association members appointed by the Association President and up to three (3) members appointed by the Superintendent/designee.

b. Committee Operation

1) Members of the committee shall receive training in all aspects of OTES, the standards for the teaching profession, and HQSD. The cost, if any, shall be borne by the Board of Education.

2) The committee shall be chaired jointly by a committee member from the Association and a committee member appointed by the Superintendent/designee.

3) All decisions of the committee shall be achieved by consensus.

4) Committee meetings held outside of the contractual work day shall be paid at each employee's tutor rate.

O. College Credit Plus

1. An employee should discuss with the building principal a request to teach a college credit plus course. (For example, the employee would request to teach College Algebra.)

2. If the principal determines that the course would be beneficial to our students and a student demand for the course exists, the employee would inquire to various partner institutions of higher learning to determine the course requirements to become credentialed to teach the College Credit Plus course in question.

3. The teacher would provide to the principal an official document from the partner institution of higher learning listing the courses required by course number, course description, semester hours, and cost per semester hour for undergraduate or graduate as applicable.

4. The above document will be provided to the Superintendent for consideration. The Superintendent will approve or deny the request in writing.

5. Upon approval by the Superintendent, the teacher will submit the tuition reimbursement for each course planned for the current school year and courses will be reimbursed as per Article IV, Section I of the negotiated agreement.

6. Once the teacher obtains the CCP credential in writing from the institution of higher learning, the teacher will be reimbursed the balance of the tuition paid by the employee the September following the attainment of the CCP credential. If the employee leaves the district prior to the September following the attainment of the CCP credential, they will not be reimbursed the balance of the tuition paid.

P. Association Rights

1. Receipt of Public Information

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

2. Input into Policy

   If policy(ies) affect wages, hours, terms and/or conditions of employment, the parties will enter into negotiations in accordance with Article I, Section C.

3. The Association shall have access to all new employee orientation meetings, with up to thirty (30) minutes allowed to discuss association membership. This notice will be at least ten (10) days in advance of the meeting.

4. Association Use of District Facilities

   a. The Association may use District facilities and equipment at no charge for Association business.

   b. The Association may transact Association business on District property during non-work hours.

   c. The Association may use employee bulletin boards, the District internal mail delivery, and the District e-mail system for Association business.

   d. The Association will be permitted to address employees at any staff meeting, for at least five (5) minutes upon the conclusion of the meeting, and up to two (2) times per year for at least thirty (30) minutes during a full day staff meeting.

Q. Local Professional Development Committee (LPDC)

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

1. The LPDC shall have no authority to change or deviate from any provision of this Agreement except as provided in Section 4117.10 of the Ohio Revised Code.

2. Bargaining unit members and the chairperson of the LPDC will be appointed by the Association. Only two (2) bargaining unit members will be paid per meeting. Administrative members of the LPDC will be appointed by the Superintendent.

3. A bargaining unit member of the LPDC will not be deprived of preparation time for regular instructional duties.

4. The LPDC shall perform the functions required by Section 3319.22 of the Ohio Revised Code and the administrative rules adopted under that statute.

5. Each LPDC member shall serve a two-year term. Vacancies will be filled by the Association or Superintendent, whichever applies.

6. The LPDC shall determine the frequency, time, and place of meetings and the process by which its business will be conducted.

7. The Chairperson shall receive a five hundred dollar ($500) stipend. Association Committee members shall be paid Academic Work Rate per meeting.

Committee members shall be paid the District mileage rate for attending meetings outside the school district. Compensation will be paid no later than the second pay in June. The Chairperson will provide the Treasurer with appropriate documentation and amounts for payroll prior to the end of the school year.

8. Appeals Process

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

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

TERM OF AGREEMENT

This Negotiated Agreement shall become effective once approved by the membership retroactively July 1, 2023, and shall remain in full force and effect through June 30, 2026.

This Agreement made and entered on this __11th_____day of __May_____, 2026, by and between the Board and the Association.

Krista Jacoby MEA President

Jennifer Culbertson

MOHAWK LOCAL SCHOOL SALARY SCHEDULE 2026-2027

Base: 40,767 (3.00%)

Step	BA	BA + 150	MASTERS	MASTERS+12	MASTERS+30
0	45,659	48,472	51,774	54,424	65,023
	1.12000	1.18900	1.27000	1.33500	1.59500
1	46,067	48,920	52,304	54,995	65,350
	1.13000	1.20000	1.28300	1.34900	1.60300
2	46,474	49,410	52,793	55,565	65,635
	1.14000	1.21200	1.29500	1.36300	1.61000
3	46,678	49,613	53,038	55,810	65,798
	1.14500	1.21700	1.30100	1.36900	1.61400
4	47,290	50,306	53,812	56,666	66,246
	1.16000	1.23400	1.32000	1.39000	1.62500
5	48,920	52,141	55,851	58,908	67,469
	1.20000	1.27900	1.37000	1.44500	1.65500
6	50,551	53,976	57,889	61,151	68,692
	1.24000	1.32400	1.42000	1.50000	1.68500
7	52,182	55,810	59,927	63,393	69,915
	1.28000	1.36900	1.47000	1.55500	1.71500
8	53,812	57,645	61,966	65,635	71,138
	1.32000	1.41400	1.52000	1.61000	1.74500
9	55,443	59,479	64,004	67,877	72,361
	1.36000	1.45900	1.57000	1.66500	1.77500
10	57,074	61,314	66,043	70,119	73,584
	1.40000	1.50400	1.62000	1.72000	1.80500
11	58,704	63,148	68,081	72,361	74,807
	1.44000	1.54900	1.67000	1.77500	1.83500
12	60,335	64,983	70,119	74,604	76,030
	1.48000	1.59400	1.72000	1.83000	1.86500
13	60,335	64,983	70,935	75,419	77,253
	1.48000	1.59400	1.74000	1.85000	1.89500
14	61,151	65,920	71,546	76,153	77,865
	1.50000	1.61700	1.75500	1.86800	1.91000
15	61,966	66,817	72,158	76,846	78,476
	1.52000	1.63900	1.77000	1.88500	1.92500
16	61,966	66,817	72,973	77,661	79,699
	1.52000	1.63900	1.79000	1.90500	1.95500
17	63,597	68,652	74,196	79,088	80,922
	1.56000	1.68400	1.82000	1.94000	1.98500
18	63,597	68,652	75,011	79,903	82,146
	1.56000	1.68400	1.84000	1.96000	2.01500
19	64,412	69,589	75,623	80,637	82,757
	1.58000	1.70700	1.85500	1.97800	2.03000
20	65,227	70,486	76,234	81,330	83,369
	1.60000	1.72900	1.87000	1.99500	2.04500
21	65,227	70,486	77,457	82,553	84,592
	1.60000	1.72900	1.90000	2.02500	2.07500

22	66,858	72,321	78,273	83,572	85,815
	1.64000	1.77400	1.92000	2.05000	2.10500
23	66,858	72,321	78,273	83,572	85,815
	1.64000	1.77400	1.92000	2.05000	2.10500
24	67,388	72,932	79,292	84,999	87,649
	1.65300	1.78900	1.94500	2.08500	2.15000
25	67,388	72,932	79,292	84,999	87,649
	1.65300	1.78900	1.94500	2.08500	2.15000
26	67,673	73,258	79,699	85,407	88,057
	1.66000	1.79700	1.95500	2.09500	2.16000
27	68,489	74,155	80,311	86,018	88,464
	1.68000	1.81900	1.97000	2.11000	2.17000
28	68,489	74,155	80,311	86,018	88,464
	1.68000	1.81900	1.97000	2.11000	2.17000
29	69,304	75,093	80,922	86,426	88,872
	1.70000	1.84200	1.98500	2.12000	2.18000
30	70,119	75,990	81,534	87,038	90,707
	1.72000	1.86400	2.00000	2.13500	2.22500
31	70,119	75,990	81,534	87,038	90,707
	1.72000	1.86400	2.00000	2.13500	2.22500
32	71,750	77,824	82,757	88,261	90,707
	1.76000	1.90900	2.03000	2.16500	2.22500

Appendix A-2

MOHAWK LOCAL SCHOOL SALARY SCHEDULE 2027-2028

Base: 41,990 (3.00%)

Step	BA	BA + 150	MASTERS	MASTERS+12	MASTERS+30
0	47,029	49,926	53,327	56,057	66,974
	1.12000	1.18900	1.27000	1.33500	1.59500
1	47,449	50,388	53,873	56,645	67,310
	1.13000	1.20000	1.28300	1.34900	1.60300
2	47,869	50,892	54,377	57,232	67,604
	1.14000	1.21200	1.29500	1.36300	1.61000
3	48,079	51,102	54,629	57,484	67,772
	1.14500	1.21700	1.30100	1.36900	1.61400
4	48,708	51,816	55,427	58,366	68,234
	1.16000	1.23400	1.32000	1.39000	1.62500
5	50,388	53,705	57,526	60,676	69,493
	1.20000	1.27900	1.37000	1.44500	1.65500
6	52,068	55,595	59,626	62,985	70,753
	1.24000	1.32400	1.42000	1.50000	1.68500
7	53,747	57,484	61,725	65,294	72,013
	1.28000	1.36900	1.47000	1.55500	1.71500
8	55,427	59,374	63,825	67,604	73,273
	1.32000	1.41400	1.52000	1.61000	1.74500
9	57,106	61,263	65,924	69,913	74,532
	1.36000	1.45900	1.57000	1.66500	1.77500
10	58,786	63,153	68,024	72,223	75,792
	1.40000	1.50400	1.62000	1.72000	1.80500
11	60,466	65,043	70,123	74,532	77,052
	1.44000	1.54900	1.67000	1.77500	1.83500
12	62,145	66,932	72,223	76,842	78,311
	1.48000	1.59400	1.72000	1.83000	1.86500
13	62,145	66,932	73,063	77,682	79,571
	1.48000	1.59400	1.74000	1.85000	1.89500
14	62,985	67,898	73,692	78,437	80,201
	1.50000	1.61700	1.75500	1.86800	1.91000
15	63,825	68,822	74,322	79,151	80,831
	1.52000	1.63900	1.77000	1.88500	1.92500
16	63,825	68,822	75,162	79,991	82,090
	1.52000	1.63900	1.79000	1.90500	1.95500
17	65,504	70,711	76,422	81,461	83,350
	1.56000	1.68400	1.82000	1.94000	1.98500
18	65,504	70,711	77,262	82,300	84,610
	1.56000	1.68400	1.84000	1.96000	2.01500
19	66,344	71,677	77,891	83,056	85,240
	1.58000	1.70700	1.85500	1.97800	2.03000
20	67,184	72,601	78,521	83,770	85,870
	1.60000	1.72900	1.87000	1.99500	2.04500
21	67,184	72,601	79,781	85,030	87,129
	1.60000	1.72900	1.90000	2.02500	2.07500

22	68,864	74,490	80,621	86,080	88,389
	1.64000	1.77400	1.92000	2.05000	2.10500
23	68,864	74,490	80,621	86,080	88,389
	1.64000	1.77400	1.92000	2.05000	2.10500
24	69,409	75,120	81,671	87,549	90,279
	1.65300	1.78900	1.94500	2.08500	2.15000
25	69,409	75,120	81,671	87,549	90,279
	1.65300	1.78900	1.94500	2.08500	2.15000
26	69,703	75,456	82,090	87,969	90,698
	1.66000	1.79700	1.95500	2.09500	2.16000
27	70,543	76,380	82,720	88,599	91,118
	1.68000	1.81900	1.97000	2.11000	2.17000
28	70,543	76,380	82,720	88,599	91,118
	1.68000	1.81900	1.97000	2.11000	2.17000
29	71,383	77,346	83,350	89,019	91,538
	1.70000	1.84200	1.98500	2.12000	2.18000
30	72,223	78,269	83,980	89,649	93,428
	1.72000	1.86400	2.00000	2.13500	2.22500
31	72,223	78,269	83,980	89,649	93,428
	1.72000	1.86400	2.00000	2.13500	2.22500
32	73,902	80,159	85,240	90,908	93,428
	1.76000	1.90900	2.03000	2.16500	2.22500

Appendix A-3

MOHAWK LOCAL SCHOOL SALARY SCHEDULE 2028-2029

Base: 43,670 (4.00%)

Step	BA	BA + 150	MASTERS	MASTERS+12	MASTERS+30
0	48,910	51,924	55,461	58,299	69,654
	1.12000	1.18900	1.27000	1.33500	1.59500
1	49,347	52,404	56,029	58,911	70,003
	1.13000	1.20000	1.28300	1.34900	1.60300
2	49,784	52,928	56,553	59,522	70,309
	1.14000	1.21200	1.29500	1.36300	1.61000
3	50,002	53,146	56,815	59,784	70,483
	1.14500	1.21700	1.30100	1.36900	1.61400
4	50,657	53,889	57,644	60,701	70,964
	1.16000	1.23400	1.32000	1.39000	1.62500
5	52,404	55,854	59,828	63,103	72,274
	1.20000	1.27900	1.37000	1.44500	1.65500
6	54,151	57,819	62,011	65,505	73,584
	1.24000	1.32400	1.42000	1.50000	1.68500
7	55,898	59,784	64,195	67,907	74,894
	1.28000	1.36900	1.47000	1.55500	1.71500
8	57,644	61,749	66,378	70,309	76,204
	1.32000	1.41400	1.52000	1.61000	1.74500
9	59,391	63,715	68,562	72,711	77,514
	1.36000	1.45900	1.57000	1.66500	1.77500
10	61,138	65,680	70,745	75,112	78,824
	1.40000	1.50400	1.62000	1.72000	1.80500
11	62,885	67,645	72,929	77,514	80,134
	1.44000	1.54900	1.67000	1.77500	1.83500
12	64,632	69,610	75,112	79,916	81,445
	1.48000	1.59400	1.72000	1.83000	1.86500
13	64,632	69,610	75,986	80,790	82,755
	1.48000	1.59400	1.74000	1.85000	1.89500
14	65,505	70,614	76,641	81,576	83,410
	1.50000	1.61700	1.75500	1.86800	1.91000
15	66,378	71,575	77,296	82,318	84,065
	1.52000	1.63900	1.77000	1.88500	1.92500
16	66,378	71,575	78,169	83,191	85,375
	1.52000	1.63900	1.79000	1.90500	1.95500
17	68,125	73,540	79,479	84,720	86,685
	1.56000	1.68400	1.82000	1.94000	1.98500
18	68,125	73,540	80,353	85,593	87,995
	1.56000	1.68400	1.84000	1.96000	2.01500
19	68,999	74,545	81,008	86,379	88,650
	1.58000	1.70700	1.85500	1.97800	2.03000
20	69,872	75,505	81,663	87,122	89,305
	1.60000	1.72900	1.87000	1.99500	2.04500
21	69,872	75,505	82,973	88,432	90,615
	1.60000	1.72900	1.90000	2.02500	2.07500

22	71,619	77,471	83,846	89,524	91,925
	1.64000	1.77400	1.92000	2.05000	2.10500
23	71,619	77,471	83,846	89,524	91,925
	1.64000	1.77400	1.92000	2.05000	2.10500
24	72,187	78,126	84,938	91,052	93,891
	1.65300	1.78900	1.94500	2.08500	2.15000
25	72,187	78,126	84,938	91,052	93,891
	1.65300	1.78900	1.94500	2.08500	2.15000
26	72,492	78,475	85,375	91,489	94,327
	1.66000	1.79700	1.95500	2.09500	2.16000
27	73,366	79,436	86,030	92,144	94,764
	1.68000	1.81900	1.97000	2.11000	2.17000
28	73,366	79,436	86,030	92,144	94,764
	1.68000	1.81900	1.97000	2.11000	2.17000
29	74,239	80,440	86,685	92,580	95,201
	1.70000	1.84200	1.98500	2.12000	2.18000
30	75,112	81,401	87,340	93,235	97,166
	1.72000	1.86400	2.00000	2.13500	2.22500
31	75,112	81,401	87,340	93,235	97,166
	1.72000	1.86400	2.00000	2.13500	2.22500
32	76,859	83,366	88,650	94,546	97,166
	1.76000	1.90900	2.03000	2.16500	2.22500

The increase for Supplemental Contracts will match the percent increase of the teacher contract to a maximum of 2%

Mohawk Local Schools

Supplemental Salary Schedule 2026-2027

		1st Year	3rd Year	5th Year
Base	**$37,156.00**			
Class 1		$7,245	$7,989	$8,732
		0.195	0.215	0.235
	Assistant AD			
Class 2		$6,502	$7,245	$7,989
		.175	.195	.215
	Head Boys Basketball			
	Head Girls Basketball			
	Head Wrestling			
	Head Football			
	Head Volleyball			
	Head Baseball			
	Head Softball			
Class 3		$5,759	$6,502	$7,245
		0.155	0.175	0.195
	Head Boys Track			
	Head Girls Track			
	HS Marching Band			
	Head Cross Country			
	Head Boys Golf			
	Head Girls Golf			
	Football Coordinator -1			
Class 4		$4,645	$5,016	$5,388
		0.125	0.135	0.145
	Asst. Football - 4			
	Asst. BBK -3			
	Asst. GBK - 3			
	Asst. Wrestling - 2			
	Asst. Wrestling (5 girls)			
	Asst. Volleyball - 2			
	Asst. HS Track - Boys			
	Asst. HS Track - Girls			
	Asst. Baseball - 2			
	Asst. Softball - 2			
	JV Golf			
	Asst. Cross Country			
Class 5		$2,787	$3,344	$3,901
		0.075	.09	0.105
	Basketball Head Cheer			
	Football Head Cheer			
	JH Volleyball - 2			
	JH Football -3			
	JH Wrestling -2			
	JH Marching Band			
	JH Basketball			
	JH Track -3			
	Junior High Game Manager			

All Head Coaches	**New Elem**
Football (Camps)	$ 500.00
Boys Basketball (Elem Program)	$ 1,500.00
Girls Basketball (Elem Program)	$ 1,500.00
Wrestling (Elem Program)	$ 1,500.00
Marching Band	$ -
Volleyball (Elem Program)	$ 1,500.00
Boys Track	
Girls Track	
Baseball (Camps)	$ 500.00
Softball (Camps)	$ 500.00
Cross Country (Elem Program)	$ 1,500.00
Boys Golf	
Girls Golf	

Posteseason Stipend	**New**
District Championship	$500
Regional Championship	$750
State Championship	$1,000

Class 6		$2,600	$2,787	$2,972
		0.07	0.075	0.08
	Elementary Band			
	Dance Team			
	Musical Director			
Class 7		$1,858	$2,044	$2,229
		0.05	0.055	.06
	Publications			
	Asst. HS Band			
	Pep Band			
	JH Football Cheer			
	JH Basketball Cheer			
	After School Tutors			
	Show Choir			
	HS Quiz Bowl			
	Esports Club			
Class 8		$1,486	$1,672	$1,858
		0.04	0.045	.05
	Asst. Musical - 5			
	Majorette / Flag Corps			
Class 9		$1,208	$1,393	$1,579
		0.0325	0.0375	0.0425
	Junior Class Advisor - 2			
	HS and JH Student Council			
	Foriegn Language Club Adv.			
	Play Technical Director			
	Elem/JH Yearbook			
	HS and JH Honor Society			
	Art Club Advisor			
	Warrior Leaders Advisor			
Class 10		$557	$743	$929
		0.0150	0.0200	0.0250
	Senior Class Advisor - 2			
	JH Class Trip Coordinator			
	JH Quiz Bowl Advisor			
Class 11				
	Mentor	$750.00		
	Freshman Class Advisor	$200.00		
	Sophomore Class Advisor	$200.00		
	First Base Coach	$800.00		

Class 12		$929	$1,115	$1,300
		0.025	0.03	0.035
	Weight Room Coordinator			

Class 13		
	Stipend	Teachers who work outside of the school day on IEP, IAT, Curriculum Work, Detention, ETR, and Grade Level Meetings at the written request of the administrator shall be compensated at the Academic Work Rate (AWR) of thirty dollars ($30) per hour.
	Tutor	AWR (Academic Work Rate and 15 minutes per hour for allowable time)
	Bargaining unit members who chaperone overnight trips	One hundred dollars ($100) per night of the trip

The increase for Supplemental Contracts will match the percent increase of the teacher contract to a maximum of 2%

Mohawk Local Schools

Supplemental Salary Schedule 2027-2028

		1st Year	3rd Year	5th Year
Base	**$37,900.00**			
Class 1		$7,391	$8,149	$8,907
		0.195	0.215	0.235
	Assistant AD			
Class 2		$6,633	$7,391	$8,149
		.175	.195	.215
	Head Boys Basketball			
	Head Girls Basketball			
	Head Wrestling			
	Head Football			
	Head Volleyball			
	Head Baseball			
	Head Softball			
Class 3		$5,875	$6,633	$7,391
		0.155	0.175	0.195
	Head Boys Track			
	Head Girls Track			
	HS Marching Band			
	Head Cross Country			
	Head Boys Golf			
	Head Girls Golf			
	Football Coordinator -1			
Class 4		$4,738	$5,117	$5,496
		0.125	0.135	0.145
	Asst. Football - 4			
	Asst. BBK -3			
	Asst. GBK - 3			
	Asst. Wrestling - 2			
	Asst. Wrestling (5 girls)			
	Asst. Volleyball - 2			
	Asst. HS Track - Boys			
	Asst. HS Track - Girls			
	Asst. Baseball - 2			
	Asst. Softball - 2			
	JV Golf			
	Asst. Cross Country			
Class 5		$2,843	$3,411	$3,980
		0.075	.09	0.105
	Basketball Head Cheer			
	Football Head Cheer			
	JH Volleyball - 2			
	JH Football -3			
	JH Wrestling -2			
	JH Marching Band			
	JH Basketball			
	JH Track -3			
	Junior High Game Manager			

All Head Coaches	**New Elem**
Football (Camps)	$ 500.00
Boys Basketball (Elem Program)	$ 1,500.00
Girls Basketball (Elem Program)	$ 1,500.00
Wrestling (Elem Program)	$ 1,500.00
Marching Band	$ -
Volleyball (Elem Program)	$ 1,500.00
Boys Track	
Girls Track	
Baseball (Camps)	$ 500.00
Softball (Camps)	$ 500.00
Cross Country (Elem Program)	$ 1,500.00
Boys Golf	
Girls Golf	

Posteseason Stipend	**New**
District Championship	$500
Regional Championship	$750
State Championship	$1,000

Class 6	**$2,653**	**$2,843**	**$3,032**
	0.07	0.075	0.08
Elementary Band			
Dance Team			
Musical Director			
Class 7	**$1,895**	**$2,085**	**$2,274**
	0.05	0.055	.06
Publications			
Asst. HS Band			
Pep Band			
JH Football Cheer			
JH Basketball Cheer			
After School Tutors			
Show Choir			
HS Quiz Bowl			
Esports Club			
Class 8	**$1,516**	**$1,706**	**$1,895**
	0.04	0.045	.05
Asst. Musical - 5			
Majorette / Flag Corps			
Class 9	**$1,232**	**$1,421**	**$1,611**
	0.0325	0.0375	0.0425
Junior Class Advisor - 2			
HS and JH Student Council			
Forlegn Language Club Adv.			
Play Technical Director			
Elem/JH Yearbook			
HS and JH Honor Society			
Art Club Advisor			
Warrior Leaders Advisor			
Class 10	**$569**	**$758**	**$948**
	0.0150	0.0200	0.0250
Senior Class Advisor - 2			
JH Class Trip Coordinator			
JH Quiz Bowl Advisor			
Class 11			
Mentor	$750.00		
Freshman Class Advisor	$200.00		
Sophomore Class Advisor	$200.00		
First Base Coach	$800.00		

Class 12		$948	$1,137	$1,327
		0.025	0.03	0.035
	Weight Room Coordinator			

Class 13		
	Stipend	Teachers who work outside of the school day on IEP, IAT, Curriculum Work, Detention, ETR, and Grade Level Meetings at the written request of the administrator shall be compensated at the Academic Work Rate (AWR) of thirty dollars ($30) per hour.
	Tutor	AWR (Academic Work Rate and 15 minutes per hour for allowable time)
	Bargaining unit members who chaperone overnight trips	One hundred dollars ($100) per night of the trip

The increase for Supplemental Contracts will match the percent increase of the teacher contract to a maximum of 2%

Mohawk Local Schools

Supplemental Salary Schedule 2028-2029

		1st Year	3rd Year	5th Year
Base	**$38,658.00**			
Class 1		$7,538	$8,311	$9,084
		0.195	0.215	0.235
	Assistant AD			
Class 2		$6,765	$7,538	$8,311
		.175	.195	.215
	Head Boys Basketball			
	Head Girls Basketball			
	Head Wrestling			
	Head Football			
	Head Volleyball			
	Head Baseball			
	Head Softball			
Class 3		$5,992	$6,765	$7,538
		0.155	0.175	0.195
	Head Boys Track			
	Head Girls Track			
	HS Marching Band			
	Head Cross Country			
	Head Boys Golf			
	Head Girls Golf			
	Football Coordinator -1			
Class 4		$4,832	$5,219	$5,605
		0.125	0.135	0.145
	Asst. Football - 4			
	Asst. BBK -3			
	Asst. GBK - 3			
	Asst. Wrestling - 2			
	Asst. Wrestling (5 girls)			
	Asst. Volleyball - 2			
	Asst. HS Track - Boys			
	Asst. HS Track - Girls			
	Asst. Baseball - 2			
	Asst. Softball - 2			
	JV Golf			
	Asst. Cross Country			
Class 5		$2,899	$3,479	$4,059
		0.075	.09	0.105
	Basketball Head Cheer			
	Football Head Cheer			
	JH Volleyball - 2			
	JH Football -3			
	JH Wrestling -2			
	JH Marching Band			
	JH Basketball			
	JH Track -3			
	Junior High Game Manager			

All Head Coaches	**New Elem**
Football (Camps)	$ 500.00
Boys Basketball (Elem Program)	$ 1,500.00
Girls Basketball (Elem Program)	$ 1,500.00
Wrestling (Elem Program)	$ 1,500.00
Marching Band	$ -
Volleyball (Elem Program)	$ 1,500.00
Boys Track	
Girls Track	
Baseball (Camps)	$ 500.00
Softball (Camps)	$ 500.00
Cross Country (Elem Program)	$ 1,500.00
Boys Golf	
Girls Golf	

Posteseason Stipend	**New**
District Championship	$500
Regional Championship	$750
State Championship	$1,000

Class 6		$2,706	$2,899	$3,093
		0.07	0.075	0.08
	Elementary Band			
	Dance Team			
	Musical Director			
Class 7		$1,933	$2,126	$2,319
		0.05	0.055	.06
	Publications			
	Asst. HS Band			
	Pep Band			
	JH Football Cheer			
	JH Basketball Cheer			
	After School Tutors			
	Show Choir			
	HS Quiz Bowl			
	Esports Club			
Class 8		$1,546	$1,740	$1,933
		0.04	0.045	.05
	Asst. Musical - 5			
	Majorette / Flag Corps			
Class 9		$1,256	$1,450	$1,643
		0.0325	0.0375	0.0425
	Junior Class Advisor - 2			
	HS and JH Student Council			
	Foriegn Language Club Adv.			
	Play Technical Director			
	Elem/JH Yearbook			
	HS and JH Honor Society			
	Art Club Advisor			
	Warrior Leaders Advisor			
Class 10		$580	$773	$966
		0.0150	0.0200	0.0250
	Senior Class Advisor - 2			
	JH Class Trip Coordinator			
	JH Quiz Bowl Advisor			
Class 11				
	Mentor	$750.00		
	Freshman Class Advisor	$200.00		
	Sophomore Class Advisor	$200.00		
	First Base Coach	$800.00		

Class 12		$966	$1,160	$1,353
		0.025	0.03	0.035
	Weight Room Coordinator			
Class 13				
	Stipend	Teachers who work outside of the school day on IEP, IAT, Curriculum Work, Detention, ETR, and Grade Level Meetings at the written request of the administrator shall be compensated at the Academic Work Rate (AWR) of thirty dollars ($30) per hour.		
	Tutor	AWR (Academic Work Rate and 15 minutes per hour for allowable time)		
	Bargaining unit members who chaperone overnight trips	One hundred dollars ($100) per night of the trip		

APPENDIX C

DONATION OF SICK LEAVE

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

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

GUIDELINES FOR DONATION OF SICK LEAVE

1. ANYONE MAKING A DONATION MUST HAVE ACCUMULATED AT LEAST FIFTY (50) DAYS OF SICK LEAVE.

2. SICK LEAVE WILL BE DEDUCTED FROM THE TOTAL ACCUMULATION OF THE DONOR.

3. DONORS MAY DONATE ONE (1) DAY TO THE SICK LEAVE BANK.

4. NAMES OF DONORS TO THE SICK LEAVE BANK WILL BE KEPT CONFIDENTIAL.

I HAVE READ THE ABOVE INFORMATION AND AGREE TO DONATE _____DAY.

I CURRENTLY HAVE A TOTAL OF _____DAYS OF ACCUMULATED SICK LEAVE.

_____ _____

DATE NAME OF EMPLOYEE MAKING DONATION

_____

SIGNATURE

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

MOHAWK LOCAL SCHOOL DISTRICT
GRIEVANCE FORM

GRIEVANCE # _____

NAME OF GRIEVANT _____

BUILDING _____

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

DATE CAUSE OF GRIEVANCE OCCURRED

B. IDENTIFY CONTRACT PROVISION VIOLATED, MISINTERPRETED, MISAPPLIED:

C. RELIEF SOUGHT:

_____ _____
SIGNATURE OF AGGRIEVED DATE

_____ _____
SIGNATURE OF PRESIDENT DATE

STEP ONE
RECEIPT OF GRIEVANCE BY IMMEDIATE SUPERVISOR

APPROPRIATE SUPERVISOR _____

DATE FILED _____

DISPOSITION OF SUPERVISOR:

_____ _____
SIGNATURE OF SUPERVISOR DATE

STEP TWO
RECEIPT OF GRIEVANCE BY SUPERINTENDENT

DATE FILED _____ _____
SIGNATURE OF SUPERINTENDENT

DISPOSITION OF SUPERINTENDENT:

_____ _____
SIGNATURE OF SUPERINTENDENT DATE

STEP THREE
RECEIPT OF GRIEVANCE ON BEHALF OF BOARD OF EDUCATION

DATE FILED _____ _____
SIGNATURE OF BOARD PRESIDENT
OR DESIGNEE

DISPOSITION OF BOARD:

_____ _____
SIGNATURE OF BOARD PRESIDENT DATE

APPEAL TO ARBITRATION

DATE FILED _____

_____
SIGNATURE OF PRESIDENT

SICK LEAVE BANK REQUEST FORM

EMPLOYEE'S NAME _____

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

THE REASON I AM REQUESTING SICK LEAVE IS:

_____

_____

_____

_____

1. I UNDERSTAND THAT MY REQUEST WILL BE CONSIDERED AND GRANTED ONLY IF THERE ARE DAYS DONATED BY FELLOW EMPLOYEES TO THE SICK LEAVE BANK.

2. I UNDERSTAND THAT THE NUMBER OF DAYS GRANTED CANNOT EXCEED THE NUMBER OF DAYS THAT HVE BEEN DONATED.

3. I HAVE READ THE GUIDELINES FOR USE OF SICK LEAVE BANK IN THE NEGOTIATED AGREEMENT.

4. I UNDERSTAND THAT I AM ONLY ELIGIBLE TO USE THE SICK LEAVE BANK DURING MY CURRENT CONTRACT OR CURRENT SCHOOL YEAR.

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

_____ _____

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

_____ _____

DATE APPROVED BY COMMITTEE

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

R.C. 5705.41 Certification, R.C. 5705.412 Certification

The undersigned, The Treasurer of the Board of Education of the Mohawk Local School District, Ohio, certifies that the money required to meet the obligations of the Board during Fiscal Year 2027 under the attached qualifying contract have been lawfully appropriated by the Board for such purposes and are in the treasury or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances.

The undersigned, Treasurer and President of the Board of Education of the Mohawk Local School District, Ohio and the Superintendent of Schools of the Mohawk Local School District, Ohio, hereby certify that the District has in effect for the term of this Agreement the authorization to levy taxes, including the renewal of existing levies, which, when combined with the estimated revenue from all other sources available to the District at the time of this certification are sufficient to provide operating revenues necessary to enable the District to maintain all personnel and programs for all the days set forth in its adopted school calendars for the current fiscal year and for a number of days in the succeeding fiscal year equal to the number of days instruction was held or is scheduled for the current fiscal year.

Superintendent

President of the Board of Education

Treasurer