



MEMORANDUM

TO: Board of Education of Mohawk Local School District
Jeffrey Holbrook, Superintendent
Rhonda Feasel, Treasurer

FROM: Christian M. Williams, Esq.

DATE: July 28, 2023

SUBJECT: Summary of Tentative Agreement with Mohawk Education Association

I. The Parties Settled on a Three-Year Agreement Through July 1, 2026

II. Compensation

- A. Base salary increases of 3%, 3%, and 3%.
- B. Maintenance of all Step increases.
- C. A stipend/bonus paid upon completion of each year of the Agreement in the following amounts:
 - 2023-2024: .5% of the teacher's regular salary.
 - 2024-2025: 1% of the teacher's regular salary.
 - 2025-2026: \$1,500.
- D. Signing bonus of \$3,000 for new teachers hired after July 1, 2023, paid in the last pay in June of the employee's third consecutive year of employment.
- E. Increase in the academic work rate from \$22 per hour to \$27 per hour.
- F. Increase in the amount of payment made for unused personal days at the end of each school year from \$100 per day to \$125 per unused day.
- G. Change in the attendance bonus, from requiring a full year of perfect attendance in order to earn a \$600 bonus, to only requiring a semester of perfect attendance to earn a \$300 bonus, which may be earned for each semester.

- H. An early retirement incentive, which expires June 30, 2026, which pays the following amounts for early retirement prior to 35 years of service:

Years of Service	Incentive Amount
34 Years	\$3,000
33 Years	\$6,000
32 Years	\$9,000
31 Years	\$12,000
30 Years	\$15,000

- I. Addition of numerous supplemental positions, including Head Girls' Basketball, Head Girls' Golf; additional Assistant Basketball, Baseball Volleyball, and Softball Coaches; The Warrior Leaders Advisor; Fall Gym Manager; Winter Girls' Gym Manager; Winter Boys' Gym Manager; and Field House Manager. These are balanced by the elimination of Head Soccer Coach, JV Basketball Boys' and Girls' Coaches, Assistant Soccer Coach, JV Baseball and Softball Coaches, Freshman Basketball and Volleyball Coaches, Elementary Basketball, Wrestling, Cross-Country, and Volleyball Coaches, the Head Teacher, and the High School and Junior High School SADD Advisor.
- J. A \$100 per night stipend for teachers chaperoning overnight trips.

III. Insurance and Fringe Benefits

- A. Elimination of the Tier 1 insurance plan, such that there are only two insurance plans offered, a traditional PPO and a High Deductible Plan ("HDP") with a Health Savings Account ("HSA").
- B. No change in premium contribution to the PPO plan and for the first two years of the contract, with the Board paying 92.5% of the monthly premium and the employee paying 7.5% of the premium. In year three, the Board pays 87.5% and the employee pays 12.5%.
- C. No change in the employee's premium contribution to the HDP plan for the first two years of the contract, with the Board paying 92.5% of the monthly premium and the employee paying 7.5% of the premium. For year three, the Board pays 90% and the employee 10%.
- D. The Board agreed to a payment of \$1,000 for a family plan and \$500 for a single plan into an employee's HSA account if the employee enrolls in the HDP plan, for each of the first two years of the Agreement. Further, employees who choose to enroll in the HDP plan after July 1, 2024, may opt to leave that plan without loss of HSA contributions after June 30, 2026.

- E. A change in the single and family deductible levels for the embedded HDP plan to the minimums permitted by law in order for the HDP plan to remain HSA qualified. For 2023, those minimums are \$3,000 for a single plan and \$6,000 for a family plan.
- F. Premium contributions for dental and vision insurance will change as follows:
 - 2023-2024: Board pays 90% of the premium, employee pays 10%;
 - 2024-2025: Board pays 87.5% of the premium, employee pays 12.5%;
 - 2025-2026: Board pays 85% of the premium, employee pays 15%.
- G. Employees now must record their extended days on a timesheet and submit that timesheet, with the principal's approval, to the Treasurer's office in order to receive payment for such days. If an employee does not work all of their extended days, they do not get paid for such days.

IV. Leaves of Absence

- A. Employees now must provide a doctor's note or other appropriate medical documentation upon request after the employee's use of three consecutive sick leave days, or ten days of sick leave in a contract year, or when such absences appear to be used in a pattern or without medical cause.
- B. Elimination of the provision that consecutive personal days can only be granted for special circumstances upon the approval of the Superintendent.
- C. A change in how leave is paid for teachers who are subpoenaed for hearings. Previously, teachers who were subpoenaed could take jury duty leave. Now, 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. Teachers are not otherwise permitted to take jury or professional leave if subpoenaed for a hearing that does not involve the District.

V. Personnel Related Provisions

- A. Agreement to create a committee to recommend changes related to the Resident Educator Program, consistent with H.B. 442.
- B. Addition of a requirement that teachers who become eligible and inform the Superintendent on or before September 15 of the final year of the teacher's contract that they are eligible for continuing contract shall be eligible for consideration in May of that school year. Clarification that failure to provide such written notification on or before September 15 would result in a deferral of continuing contract consideration by one year, with the employee instead receiving a limited contract.

- C. Change to require posting of vacancies for 10 calendar days rather than 10 working days. Similar change to require that teachers only have 10 calendar days after the posting of a vacancy to apply for it during the school year, with the shortening of that period to five days between May 1 and September 30.
- D. Elimination of language that was added during the COVID pandemic regarding changes in planning time.
- E. Clarification that four days of a teacher's 184 contract-day year are for in-service.
- F. Clarification that the teacher work year includes an early dismissal day at the end of the first semester and one work day following the last day scheduled for students.
- G. Elimination of the requirement to build five make-up days into the school calendar, with the addition that after five calamity days, the Superintendent may permit teachers to not report to the school building but instead teach via remote learning and/or blizzard bags.
- H. Clarification that an employee may have only up to two full days to secure professional advice when required to provide a written report due to an accident.
- I. Clarification that teachers of pre-school classes shall not have a class load that exceeds State ratios.
- J. Incorporation of the parties' Memorandum of Understanding regarding teacher evaluation.
- K. Elimination of the provision granting the Union the right to be invited to attend final interviews of a new Superintendent or Treasurer.

VI. Union Proposals Not Agreed To

- A. The ability to carry over two unused personal days to a subsequent contract year.
- B. Elimination of four student contact days, in favor of a teacher work day at the end of each school calendar quarter, with such days not to be used for professional development, but presumably used for teacher grading or other teacher planning type activities.
- C. A shift from 24 pays to 26 pays per year.

- D. A provision requiring the advancement of a teacher to the next column on the salary schedule if they attained the required education to warrant such advancement mid-year.
- E. Tuition free enrollment to bargaining unit member children to attend Mohawk schools.
- F. The addition of a just cause standard for non-renewal of a teacher after four years teaching experience.
- G. Salary increases of 4.5%, 4.5%, and 4.25%.
- H. Renumbering Steps 27, 30, and 33, as Steps 26, 28, and 30, and the addition of a new Step 33.

VII. Board Proposals Not Agreed To

- A. Requiring employees reporting in sick to not only report such leave on the electronic system, but also to contact their principal by telephone.
- B. Increase the employee percentage of premium contribution to 12.5% beginning the first year of the contract, as opposed to in the third year of the contract.
- C. Adding spousal surcharge, requiring that an employee whose spouse has health insurance available at their place of work must take that insurance, or otherwise pay a surcharge of \$100 per month for the first year of the contract, \$150 per month for the second year of the contract, and \$200 per month for the third year of the contract. Additionally, employees hired after July 1, 2023, would not be permitted to have their spouse enroll in District insurance if that spouse has other insurance available through their employer.
- D. Elimination of the ability for a teacher to earn the AWR while attending meetings during the planning period.
- E. Elimination of language from the Agreement that would allow a teacher to remove materials from their personnel file, including letters of reprimand and/or letters documenting suspensions.