

5728

**McDONALD LOCAL BOARD OF EDUCATION
SPECIAL MEETING
MONDAY, AUGUST 25, 2014 – 7:00 P.M.
M.H.S. LIBRARY
MCDONALD, OHIO 44437**

The McDonald Local Board of Education held a Special Meeting on Monday, August 25, 2014, in the library at McDonald High School, 600 Iowa Avenue, McDonald, Ohio 44437.

There was no Work Session and the Special Meeting was called to order at 7:00 p.m. by President Tom Hart. President Tom Hart called the roll, in the absence of Treasurer Bill Johnson.

Roll Call:

Members Present: Robert Jones, Joe Krumpak, Eric Shehadi,
John Saganich, Tom Hart

Superintendent Ken Halbert was also present. Principals Gary Carkido and David Vecchione were not present. There were no visitors at this meeting.

“Notice of this meeting was given in accordance with the provisions of Section 1.450 of the O.R.C. and the Ohio Administrative Procedures Act.”

Pledge of Allegiance

Res. 14-178 Approve agenda for Special Meeting of August 25, 2014

Mr. Jones moved and Mr. Krumpak seconded
Yeas: Jones, Krumpak, Shehadi, Saganich, Hart
Nays: None
President declared motion carried

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New Business:

A. Personnel Committee – John Saganich, Chairperson

Res. 14-179 MEMORANDUM OF UNDERSTANDING

Resolution to approve a Memorandum of Understanding between the McDonald Local School District Board of Education, Pam Baker, and the Ohio Association of Public School Employees, Local #662. (See Exhibit A)

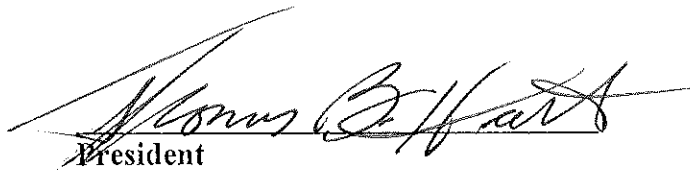
Upon the recommendation of the district superintendent I move to approve the above Memorandum of Understanding.

Mr. Saganich moved and Mr. Hart seconded
Yeas: Saganich, Hart, Jones, Krumpak, Saganich.
Nays: None
President declared motion carried

Res. 14-180 Adjournment

Mr. Jones moved and Mr. Krumpak seconded the motion to adjourn the special board meeting at 7:04 p.m.
Yeas: Jones, Krumpak, Shehadi, Saganich, Hart
Nays: None
President declared motion carried

ATTEST:



President



Treasurer

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into by and between the McDonald Local School District Board of Education ("Board") and the Ohio Association of Public School Employees, Local #662 ("OAPSE") and is for the purpose of resolving the grievance filed by OAPSE member Pam Baker ("Ms. Baker") on July 9, 2014. The following represents the terms of this MOU:

1. This is a non-precedent setting MOU and will have no impact on the terms and conditions of the collective bargaining agreement ("Agreement") between the parties. It will only apply to the terms and conditions set forth in this MOU.
2. The parties acknowledge that neither the Agreement nor Ohio law requires that the Board continue health insurance benefits for an authorized Ohio Bureau of Workers' Compensation ("BWC") claimant beyond the requirements of FMLA and/or the limits of available leave.
3. Ms. Baker has been on leave recovering from a work related injury since December 3, 2013. No further details will be provided in this MOU due to medical privacy rights.
4. Ms. Baker has used her available leaves as well as her available FMLA rights to account for health insurance provided to her by the Board of Education during her leave of absence through August 25, 2014. Any health insurance provided beyond the exchange value for the leave she surrenders is being specifically authorized by the Board through this MOU.
5. Further the Board authorizes six (6) months of additional health insurance coverage available through the terms and conditions of Article XVII of the Agreement beginning August 26, 2014 and ending February 28, 2015. In the event that Ms. Baker has not returned to work on or before February 28, 2015, she will be responsible for the entire cost of her health insurance premiums according to the terms of Article IX, Section K of the Agreement. The

Treasurer's office will send Ms. Baker a letter on or before February 1, 2015 providing to her the cost of continuing her insurances beyond February 28, 2015.

6. During the six (6) month period of continued health insurance benefits authorized herein, Ms. Baker will remain responsible for the monthly employee share of the insurance premiums according to the terms and conditions set forth in Article XVII of the Agreement. Failure to meet the terms and conditions applicable to all other OAPSE employees will result in cancellation of the insurance benefits.

7. The parties further acknowledge that Ms. Baker has been awarded temporary total disability indemnity through the BWC in lieu of wages and will remain on such wage indemnity or other authorized BWC benefits until she is able to return to full duty in her employment with the Board.

8. Ms. Baker will also be charged for 10 days of vacation leave and one day of personal leave for leaves applied for in advance of this MOU. The leave applications are attached to this MOU.

9. The parties acknowledge that Board Policy GBE permits the Board to ensure Ms. Baker's fitness for return to full duty and as discussed between the parties, the Board will not authorize a light duty assignment.

10. It is further agreed that sick leave balances and accumulation will be reported in separate communication to Ms. Baker's OAPSE representative.

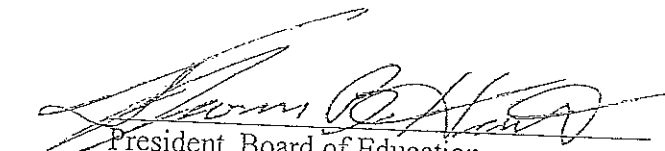
11. Ms. Baker agrees to immediately withdraw her grievance with the adoption of this MOU by the Board and such withdrawal is attached to this MOU. The withdrawal shall be with prejudice. Further the parties agree that this MOU resolves the disputes existing between the parties through the date of this MOU and there will be no new grievances or other legal or

administrative actions filed stemming from either party's actions leading to the execution of this MOU.


12. Any disputes regarding this MOU that are not resolved amicably between the parties will be resolved according to the dispute resolution procedure previously bargained and agreed to by the parties and found in Article VII, Step 3 and, if necessary, Step 4 of the Agreement. This provision represents the sole dispute resolution process available to the parties for purposes of the terms set forth in this MOU.

IN WITNESS WHEREOF, the parties have adopted and executed this MOU this 25th day of August, 2014.

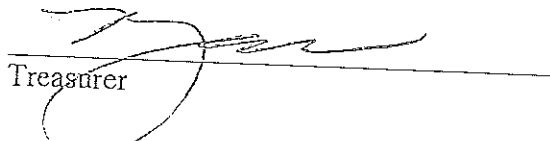
FOR THE BOARD:



President, Board of Education

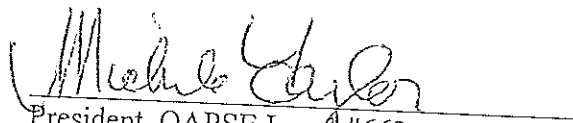


Superintendent

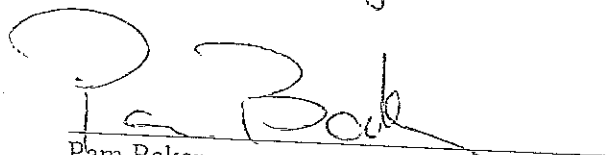


Treasurer

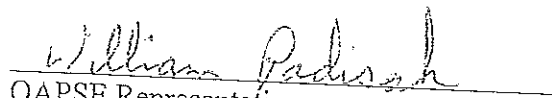
FOR THE ASSOCIATION:



President, OAPSE Local #662



Pam Baker



OAPSE Representative

