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THE STRYKER EDUCATION ASSOCIATION

and

THE STRYKER LOCAL SCHOOL DISTRICT
BOARD OF EDUCATION

August 1, 2011- July 31, 2014

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ARTICLE I - RECOGNITION

The Stryker Local School District Board of Education, hereinafter referred to as the "Board," recognizes the Stryker Education Association, as affiliated with the Ohio Education Association and National Education Association, hereinafter referred to as the "Association," as the sole and exclusive agent representing the bargaining unit. The bargaining unit shall be defined as all certificated employees who are under contract with the Board to teach one hundred and twenty (120) days and/or portions of said days in a school year, excluding all tutors and substitute teachers employed on a casual basis and the Superintendent, assistant superintendents, principals, assistant principals and/or any other administrative position as defined in Chapter 4117.

The Association recognizes that the Board is the duly-elected body charged by law with the authority and responsibility for operating the school district. The Association further recognizes that the Board retains all of its statutory authority except to the extent that its statutory power and authority is limited by a provision of this contract.

ARTICLE II - ELECTIONS

Elections to determine the exclusive bargaining unit representative shall be held in accordance with 4117.07 of the Ohio Revised Code.

ARTICLE III - PROCEDURES

A. Request for Negotiations

Requests to initiate bargaining shall be made in writing between April 1 and April 30. Notification in writing from the Association shall be served on the Superintendent and from the Board shall be addressed to the President of the Association. A copy of said notification, along with a copy of the existing collective bargaining agreement, shall be sent to the State Employment Relations Board.

Within fifteen (15) days after receipt of such notice, an initial meeting will be held for the purpose of exchanging negotiation packages and establishing a date for the next session. After this meeting, no new items may be presented for negotiation without mutual consent of the parties.

B. Representatives

Representatives of the Board shall meet with designated representatives of the Association to negotiate in good faith. Representation shall be limited to four representatives each of the Board and the Association. Neither party in any negotiation shall have any control over the selection of the negotiating or bargaining representatives of the other party. While no final agreement shall be executed without ratification by both parties, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals and make concessions in the course of negotiations.

C. Information

The designated representatives of the Board and the Association agree to make available to each other upon written request within ten (10) days all available public information on issues being negotiated.

D. Recess

The chairman of either group may recess his group for independent caucus at any time. Caucus shall be no longer than thirty (30) minutes each unless mutually agreeable by both parties.

E. Item Agreement

As negotiation items receive tentative agreement, they shall be reduced to writing and initialed by each party. Such initialing shall not be considered binding or as a final agreement by the parties and it is expressly understood by the parties that the tentative agreement reached on any items may be withdrawn by either party if impasse is declared.

F. Schedule of Meetings

Until all negotiation meetings are completed, each meeting shall include a mutually agreed time and place for the next subsequent meeting.

G. Observers

Each party may have up to two observers at any meeting. Said observers are in addition to the regular negotiation teams.

H. Agreement

When negotiations result in an agreement, the outcome shall be reduced to writing and submitted to the Association and the Board for formal approval. Ratification of the contract by both parties shall be completed within forty-five (45) days of reaching a tentative agreement. Each team will favorably recommend to its members the acceptance of the tentative agreement.

Following ratification by both parties, the Agreement shall be signed by both parties and shall be binding upon them.

ARTICLE IV - IMPASSE

In the event that agreement cannot be obtained on all issues being negotiated within forty-five (45) days of the first negotiation session, either party may declare impasse on issues being negotiated, except that the parties may mutually agree to withdraw any negotiation issues and submit them to the ratification procedures as hereinbefore described.

Upon declaration of impasse, either party may call for the assistance of a mediator from the Federal Mediation and Conciliation Service and both parties shall participate in mediation. The

Impasse Procedure of this contract shall be completed if an agreement has not been reached within thirty (30) calendar days of the first meeting of the parties with the mediator. These timelines may be extended by mutual agreement. Upon the expiration of the Impasse period, the Association may exercise its rights contained in Article V and the Board may proceed to implement its last and final offer. This Dispute Resolution Procedure is mutually agreed to by the parties under ORC 4117.14 C (1) (f) and is intended to supersede the procedures contained in ORC 4117.14.

ARTICLE V - LIMITED RIGHT TO STRIKE

If the parties have completed the impasse procedures as set forth above and no agreement has been reached, and the Association has provided the Board the "Notice to Strike" required by Chapter 4117 and ten (10) days have elapsed since delivery of said notice to Board, then, the Association may exercise its statutory right to strike on those issues which were then being negotiated by the parties pursuant to the provisions of this Contract.

ARTICLE VI - GENERAL

Executive Session

Any and all negotiation sessions shall be conducted in executive session unless both parties mutually agree to do otherwise.

Final Form

As soon as practicable, but not later than forty-five (45) days after ratification, the Agreement shall be printed with a table of contents including all exhibits in booklet form by the Board and distributed to all certificated personnel. The Association shall be provided twenty-five (25) additional copies for their use. The cost of printing shall be borne equally by the Board and Association.

ARTICLE VII - ASSOCIATION RIGHTS

Exclusive recognition shall entitle the Association to the following organizational rights:

- A. The Association may use a school classroom for the purpose of a committee, general membership or other similar small meetings provided the use of said classroom has been scheduled in advance with the principal and said meeting does not interrupt or disturb any other previously scheduled activities.
- B. Use of teacher mailboxes to distribute notices, circulars and other Association material.
- C. Use of the interschool mail system to distribute material of the type described above.
- D. Use of an existing bulletin board in each teacher lounge.
- E. Copies of a directory listing the names, addresses, listed telephone numbers and job assignments of members of the bargaining unit.

- F. Notice and copies of an agenda of all regular and special Board meetings at the same time they are made available to the press.
- G. Upon request, copies of regularly maintained public documents shall be provided the Association.
- H. At the first day of orientation meeting, the Association will be given the opportunity to address the staff at a time set aside for that purpose by the Superintendent.
- I. The right to meet with members of the bargaining unit before the start of the student day, during the member's lunch period, conference time or after the student day, provided it does not interfere with the teaching responsibilities of the teacher or disrupt normal school operations.

Upon arrival at a building, the Association representative will first check in with the building principal or designee prior to making any visitation.

- J. The President of the Association or designee or elected delegates may use a collective total of four days with pay to attend the Ohio Education Association state convention.
- K. The employer agrees to deduct dues from the salaries of members of the Association and to transmit the money by check promptly to the Association.

Deduction will commence with the first pay period in October and be deducted in fourteen (14) equal consecutive installments.

Normally, the Treasurer/CFO, within seven (7) calendar days of the deductions, shall transmit to the Association a single check in the amount of all dues so deducted.

The Association on or before September 25 shall transmit to the Treasurer/CFO properly signed payroll deduction authorizations from all employees requesting dues deduction.

Should any employee sever their relationship, either voluntarily or otherwise, with the District in mid-year, the Board shall deduct the remaining annual dues from the employee's last paycheck and transmit that amount to the Association pursuant to the above procedure.

- L. At the request of the Association President and/or Superintendent, two (2) persons selected by the Association and two (2) persons selected by the Superintendent shall meet once a month to discuss matters of concern.

ARTICLE VIII - PERSONNEL FILES

- A. Any post employment materials in a teacher's personnel file may be reviewed by the teacher. Said teacher shall be entitled to have a representative of his/her choosing to accompany him/her during such review.
- B. The teacher shall receive, upon request, copies of any material in the file.

- C. Anonymous letters or reports shall not be included in any evaluation nor placed in a teacher's personnel file.
- D. Prior to placement in his/her personnel file, a teacher shall be entitled to review any clearly derogatory information. The teacher may respond in writing to such information and may have the response affixed to the information.
- E. In addition to the member, the individual members of the Board of Education, Superintendent, assistant superintendents, building principals and any other administrator who has a legitimate district related reason for reviewing the file shall have access to same.
- F. There shall be only one official personnel file in the District. Any and all materials pertaining to the employment of each teacher shall be contained in the file.
- G. Principals shall be permitted to maintain an anecdotal record file separate from the official file. Material from the principal's anecdotal record file must be included in the official file if it is to be utilized for disciplinary purposes.
- H. All entries into the personnel file shall be dated as to entry.

ARTICLE IX - LEAVES OF ABSENCE

A. Sick Leave

1. Each member of the bargaining unit shall be entitled to sick leave of 1-1/4 days with pay for each completed month of service.
2. The unused portion of sick leave is subject to (210) days. Certificated employees without accumulated sick leave shall be advanced five (5) days for the remainder of the current contract year with the provision that such advanced sick leave shall be recovered from final settlement with any employee who departs or terminates prior to the completion of the current contract year. Those employees who remain employed by the Board will be allowed to restore advanced sick leave during subsequent years.
3. Bargaining unit members who are absent because of illness are still in the service of the District and accumulate sick leave credit while absent. Bargaining unit members shall qualify for sick leave absences with full pay during any school year for any of the following reasons:
 - a. Personal illness
 - b. personal illness caused by pregnancy
 - c. injury (personal)
 - d. exposure to contagious disease which could be communicated to others; or

- e. absence due to illness, injury or death in the employee's immediate family. The immediate family is defined as husband, wife, children living in the same house, and any relative living in the employee's household.
4. For death or illness of relatives outside the immediate family, absence may be approved not to exceed five (5) school days per year without loss of pay.
5. A reasonable number of days may be used for absences due to illness, injury or death of a mother, father, sister, brother, grandparent, grandchild or child not residing in the same household.
6. Upon return from sick leave, the bargaining unit member shall furnish a satisfactory signed statement indicating the reason for the absence.
7. Written notification of accumulated days of sick leave will be provided each member at the start of each school year.

B. Legal Obligations

A member of the bargaining unit shall receive his/her regular rate of pay while serving on jury duty or when responding to a subpoena for a job related incident, less any amounts received for the employee's service as a juror. Upon being notified that the employee must serve on jury duty, the employee shall promptly provide notice to the building principal and the Treasurer/CFO and shall provide notice of the dates of service. Said notice must be received by the Treasurer/CFO and the building principal prior to serving on jury duty. Upon completion of jury duty and return to regular duties, the employee shall provide to the Treasurer/CFO proof of payment for jury duty. Failure to provide the proof of payment shall result in the delay of payment for the days for which the employee was on jury duty leave.

C. Medical Leave

Upon request, each member of the bargaining unit who is unable to work because of illness and/or other medical disability shall be placed on an unpaid leave of absence for the period of time the member is medically unable to perform his/her duties to a maximum of two (2) consecutive years.

With his/her request for medical leave, the teacher shall supply a statement from a physician specifically stating in terms of months, weeks and/or days the period of time the teacher will be unable to return to work because of illness.

Upon the return of a teacher from medical leave, he/she shall resume the contract status which he/she held prior to such leave.

D. Assault Leave

Notwithstanding the provisions of 3319.141 of the Ohio Revised Code, the employer will grant assault leave to members of the bargaining unit absent due to physical disability resulting from assault under the following conditions:

1. Any bargaining unit member who is absent from his/her duties due to physical disability resulting from a physical assault which occurs for reasons related to the performance of his/her contractual duties, on or off school premises, before, during or after school hours in a school related Board-approved function or activity shall suffer no loss in compensation for a maximum of ten (10) working days per school year. This period of absence as defined in this provision shall be termed "Assault Leave."

Medical verification shall be supplied to the Superintendent for all assault leave requiring more than three (3) days leave. The Board shall have the right to require a medical examination by a physician of its choice after the member has been absent for three (3) days per occurrence. In that event, the Board shall pay the full cost of the examination.

E. Child Care Leave

Child care leave without pay shall be granted to an employee to care for a newly born or newly adopted child. This leave can be for up to twelve (12) consecutive months.

A teacher shall submit a written notice to the Superintendent at least thirty (30) days prior to his/her initiation of child care leave except where the adoption agency gives less than thirty (30) days notice. The notice shall state the dates the leave shall commence and end. At the expiration of the leave, the teacher may request an extension of up to an additional year. The Board shall exercise its sole discretion when it determines to approve or disapprove the requested extension.

The teacher's return date shall be at the start of a semester, quarter or grading period within the twelve (12) month maximum leave period.

Upon return, the teacher shall be assigned to a position within his/her area of teaching certification/licensure.

F. Personal Leave

Personal leave for certificated employees will be allowed up to a maximum of three (3) days as prescribed in the following manner.

All full-time employees are granted annual unrestricted personal leave of three (3) days per school year. Maximum accumulation of unused personal leave is limited to three (3) days per school year.

Personal leave, other than emergency, should not be requested for the first or last day of school, or days immediately before or after vacation days, holidays, Spring Break or Christmas break.

These days are not to be deducted from sick leave.

Only ten percent (10%) of the staff will be granted leave at one time. To assure approval, requests for personal leave should be made with the proper administrative officer at least five (5) working days prior to the first date of absence.

G. Professional Leave

1. Professional meetings are defined as educational conferences, educational conventions and meetings, which would enhance one's teaching capabilities.
2. An employee wishing to take a professional leave day shall file a written request with the Board or its designee setting forth the nature of the conference and how attendance at that conference will improve the teacher's teaching ability. In addition, the request shall specify any and all costs the teacher anticipates being reimbursed for while attending the conference. The written request shall be considered by the Board or its designee and if approved by the Board or its designee, the teacher shall be granted professional leave with pay for the authorized days.

The Board will pay mileage, registration fees and lodging to the maximum limits listed below for employees attending approved professional meetings on professional leave. Payment to the employee shall be made upon the employee presenting to the Superintendent and Treasurer/CFO itemized receipts and/or paid invoices for expenses, which had been previously approved. Reimbursement maximum shall be:

- a. Meals - \$40.00 per day.
- b. Lodging – cost reimbursement.
- c. Mileage – current IRS regulation rate.
- d. Registration fee as approved.

When possible all requests must be turned in two (2) weeks in advance of the requested leave day.

H. Family and Medical Leave

In addition to the leave of absences provided for by this contract, all employees shall be guaranteed rights and benefits of the Family and Medical Leave Act of 1993 (Public Law 103-3).” The FMLA provision will run concurrently with any leave of absence provisions contained in this Contract.

I. General Provisions

Individuals on any approved unpaid leave may continue any and all of the group benefits for the duration of said leave providing they reimburse the Board for premium costs. Those individuals on paid leave shall have their premium costs paid by the Board pursuant to the related sections of the Contract.

Approved leaves shall not extend a limited contract past its scheduled expiration date unless the leave is for illness and/or injury.

ARTICLE X - GRIEVANCE PROCEDURE

Definition - A "grievance" is defined as a claim by a teacher, group of teachers, or Association (hereinafter called the grievant) that there has been a violation, misinterpretation or misapplication of any provision of this Contract.

Purpose - The following purposes are presented as a framework from which the grievance procedures hereinafter set forth have been developed, and according to which they are to be conducted.

1. To secure, at the lowest possible administrative level, equitable solutions to grievances, which arise from time to time. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

Informal Procedure - In the event the grievant believes there is a basis for a grievance, he shall first discuss the alleged grievance with the immediate administrative person who has the authority to bring about a resolution of the alleged problem. Said discussion may be held confidentially and personally by the grievant, and his Association representative if desired.

Formal Procedure

Step One - No later than thirty (30) calendar days after the occurrence of the alleged violation giving rise to the grievance, the grievant may submit to the proper administrative authority, who has the authority to bring about a resolution of the alleged problem, a completed and signed Step One grievance. A copy of the completed forms shall be given to the grievant and to the Association. If said grievance is not filed within thirty (30) calendar days after the occurrence of the violation giving rise to the grievance, said grievance shall be waived. This waiver shall prevent the grievant from filing a grievance at a later date on the same issue on the basis that there is a continuing violation of the contract. Within seven (7) calendar days of receipt of the written grievance, the administrator shall meet with the grievant and/or his Association representative, in an effort to resolve the grievance. The administrator shall indicate in writing his disposition to the grievant and the Association within seven (7) calendar days after such meeting.

Step Two - If the grievant is not satisfied or if no disposition of the grievance has been made within the time limits set forth in Step One, the grievant may appeal in writing to the Superintendent or his/her designee. Failure to file such appeal within seven (7) days from receipt of the written decision of the administrator at Step One shall be deemed a waiver of the right of the grievant to appeal. Within five (5) calendar days, the Superintendent or his designee shall

meet with the grievant and/or his Association representative. Within five (5) calendar days of the meeting, the Superintendent shall indicate in writing his disposition, and forward a copy thereof to the grievant, the Association and administrator involved.

Step Three - If the grievant or Association is not satisfied with the disposition made by the Superintendent, or if no disposition of the grievance has been made, the grievant, through the Association and after due consideration and agreement by the Association, may initiate STEP III by completing a proper Grievance Report Form and submitting it to the Board of Education by filing a copy with the Superintendent within ten (10) days of the receipt of the Superintendent's written response/disposition from STEP II. Within five (5) days of the request, the parties shall mutually attempt to agree on an FMCS mediator. If unable to do so, the parties shall request for FMCS to appoint a mediator. The parties shall participate in an FMCS grievance mediation session, which shall be conducted in accordance with FMCS rule and regulations. This step will only occur upon mutual agreement of the parties involved.

Step Four - If the grievant and/or Association is not satisfied with the disposition of the grievance by the Superintendent, or if no disposition has been made within the above-stated time limits in Step Two, the grievant and/or Association representative may submit the grievance to an impartial arbitrator by filing with the Superintendent a request for arbitration. Failure to file a request for arbitration within seven (7) calendar days from the receipt of the written decision of the Superintendent or designee shall be deemed a waiver of the right to appeal the grievance to arbitration. A request for a list of seven arbitrators shall be submitted to the American Arbitration Association in accordance with its rules, which rules shall likewise govern the arbitration proceeding. The arbitrator shall have no power to alter, add to or subtract from the stated provisions and rights herein contained, and he shall consider the grievance as well as all relevant statutory law. The award of the arbitrator shall be advisory only. Either or both parties may be represented at the arbitration hearing. The fees and expenses of the arbitrator shall be shared by the Board and the grievant.

Step Five - The advisory recommendation of the arbitrator on the grievance shall be forwarded to the Board and the Association. The Board shall consider the grievance and the arbitrator's recommendation at its next regular meeting after receipt of the arbitrator's advisory opinion.

The Board of Education shall reach its decision on the grievance after considering all of the evidence produced at each step of the grievance procedure and the recommendation of the arbitrator.

In the event that the grievant is dissatisfied with the final disposition of the Board on the grievance, the grievant may enforce the Contract in a court of law after the grievance procedure has been completed.

General Provisions

1. Grievances that involve more than one building shall commence at Step Two.
2. The time limits provided for in this Article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15 of any

year and strict adherence to the time limits may result in the hardship to any party, the Superintendent shall make a reasonable effort to process said grievance prior to the end of the school term or as soon thereafter as reasonably possible.

3. Nothing herein contained shall be construed to limit the right of an individual teacher to discuss a personal complaint with a supervisory person without recourse to the grievance procedure except that the Association will be informed of any results that effect the agreement.
4. The grievant may be represented at all stages of the grievance procedure by any person of his own choosing, or no one at all. When the grievant is not represented by the Association, the Association shall be notified by the administration that a grievance has been filed and have the right to have its representative present at each step of the grievance procedure as an observer.
5. A teacher engaged during the school day on behalf of the Association at any level of the grievance procedure, including arbitration, shall be released from regular duties during such participation in the grievance process without loss of salary. It is agreed that the Association will make a reasonable effort to limit the number of teachers involved at each level of the grievance procedure who would be required to be released from their regular teaching duties.
6. Hearings and conferences under this procedure will be conducted at a time and place which will afford a reasonable opportunity for all necessary persons to appear.
7. Day as used in this grievance procedure shall mean calendar day.

ARTICLE XI - SEVERANCE PAY AT RETIREMENT

Upon retirement from the District and the Board's receipt of the member's written confirmation of eligibility for and pending payment of benefits from the State Teachers' Retirement Fund, the member shall receive severance pay from the Board in an amount equal to thirty (30) percent of his/her unused accumulated sick leave to a maximum of sixty-three (63) days.

The member must be eligible for retirement as of his/her last working day but may request that his/her severance be paid to him/her up to but not exceeding seven (7) months after his/her last date of employment. Notwithstanding the aforementioned conditions, if the member meets all of the statutory requirements for retirement eligibility as of his/her last work day except for the minimum retirement age requirement, he/she shall be entitled to payment of severance pay provided he attains retirement age within three hundred sixty-five (365) days of his last day of employment.

A. SUPER SEVERANCE

In addition to the above, an employee electing to resign his/her employment with the Stryker Local Board of Education to retire through the State Teachers Retirement System may be eligible for one of the following retirement incentive options and paid as follows:

1. Option A-Retirement at 30 years-Retiree shall receive 50% of accrued sick leave, up to a maximum of forty (40) days, with no less than a monetary amount of \$4,000.00 being received.
2. Option B-Retirement at 35 years-Any certificated staff member who is a bargaining unit member and starting their 31st or higher year of service credit with STRS in the 2007/2008 school year shall receive 10% of accrued sick leave, up to a maximum of 14 days. This option will be eliminated from the contract in the 2012-2013 school year.

ELIGIBILITY REQUIREMENTS

1. Notification to the Superintendent and Board of Education must be submitted in writing of their intention to retire by April 1, with the Board approving the resignation for retirement purposes by April 30, of the year in which they will retire.
2. The member must meet the eligibility requirements for retirement established by STRS:
 - A. Member has accumulated 30 or more years of service credit at any age.
 - B. Member is 55 or older and has accumulated 25 or more years of service credit.
 - C. Member is age 60 or older and has accumulated 5 or more years of service credit.

ARTICLE XII - EMPLOYMENT OF RETIRED TEACHERS

1. Teachers who have retired and who are or will be receiving benefits through STRS may be employed by the Board. There shall not be any expectation that any such teacher, whether formerly an employee of the Stryker Local School District or not, will be offered employment. The Board reserves the right to offer or not to offer such employment selectively, based on the needs of the school district, and no reason for declining to offer such employment to anyone pursuant to this provision shall be required. The decision whether to offer initial or continuing employment shall not be subject to the Grievance Procedure contained in this Agreement.
2. The salary to be paid to the returning teacher shall be at the five (5) year step on the negotiated salary schedule and may not advance past the ten (10) year step.
3. Individuals employed pursuant to this shall not receive any health, dental, and vision benefits, nor shall he/she receive any life insurance or severance benefits.
4. Teachers employed pursuant to this provision shall receive one (1) year limited contracts and shall not be eligible for continuing contracts, regardless of their years of service or license held. The decision whether to employ a teacher hired under this section for another year is solely within the discretion of the Board of Education, and that decision is not subject to the grievance procedure or ORC 3319.11.
5. Each one (1) year contract shall automatically expire upon the completion of the school year and it shall not be necessary for the district to take formal action to nonrenew the employee pursuant to Ohio Revised Code section 3319.11 in order to terminate the employment relationship. The employment relationship shall end upon the expiration of the contract in the same manner as a supplemental contract. Teachers employed pursuant to this provision may not post for vacancies, shall not maintain

bumping rights, shall have no seniority rights over any other teacher, and are not subject to, or required to participate, in the evaluation process. Teachers hired pursuant to this provision are not entitled to any severance benefits or retirement incentive benefits. Teachers hired under this provision are not eligible to participate in the tuition reimbursement program provided herein.

6. Teachers employed pursuant to this provision shall start each contractual year with a zero (0) sick leave balance but shall earn sick leave during the contractual year at the same rate as other members of the bargaining unit. If the teacher is employed under another contract(s) for succeeding years, there will not be a carryover of the sick leave days from year to year. Certificated employees without accumulated sick leave shall be advanced five (5) for the remainder of the current contract year with the provision that such advanced sick leave shall be recovered from final settlement with any employee who departs or terminated prior to the completion of the current contract year.
7. All of the terms and conditions of employment set forth in the preceding numbered paragraphs shall supersede and replace any sections of the Ohio Revised Code with which they are in conflict, including but not limited to: Sections 3313.202; 3317.13; 3317.14; 3319.08; 3319.11; 3319.111; 3319.12; 3319.141; 3319.17; and Chapter 3307.
8. Subject to these provisions, reemployed teachers are part of the bargaining unit.

ARTICLE XIII – VACANCIES

Vacancies occurring within the bargaining unit including but not limited to, newly created positions, and supplemental Salary Schedule positions, shall be posted on a designated bulletin board in each District building and emailed to all staff. Positions as above described shall be posted at least five (5) business days prior to being filled. Bargaining unit members, along with other applicants, may apply for such positions by submitting a written application to the Superintendent's Office. During the summer months when regular school is not in session, the employer will post in the Superintendent's Office all vacancies as above described and shall also be included in the paychecks of teachers and emailed.

ARTICLE XIV - INDIVIDUAL RIGHTS

- A. In the event the limited contract of a teacher is to be non-renewed, the Board shall follow the provisions of 3319.11 of the Ohio Revised Code when doing so.
- B. Any complaints regarding an employee made to any member of the administration or Board which does or may influence the evaluation of an employee shall be discussed with the employee within a reasonable period of time.
- C. Any unit member has the right to address the Board of Education on matters pertaining to Board Policy. When a unit member believes that there has been a violation and/or misinterpretation of Board Policy, he/she should first discuss it with the principal then the Superintendent, if necessary, before approaching the Board of Education.
- D. All teachers who teach K to 6 exclusively shall receive two hundred (200) minutes planning and conference time each workweek in which there are five (5) school days.

All teachers who teach grades 7 to 12 exclusively shall receive a planning and conference time equal to one class period in length, but not less than 210 minutes over any five (5) day period.

All teachers who teach grades K to 6 and 7 to 12 shall receive two hundred and ten (210) minutes planning and conference time each workweek in which there are five (5) school days.

E. Bargaining unit members are entitled to the use of payroll deduction for the following:

1. Membership dues in the United Teaching Profession.
2. NWOEA credit union.
3. Political donations.
4. Annuities.
5. Insurance.

A payroll deduction authorization form must be signed by the individual requesting the deduction and submitted to the Treasurer/CFO of the District. Said form shall indicate the amount of each deduction and the number of deductions to be made. The deductions shall commence with the first check of the next month following the submission of the request.

F. **Direct Deposit** - The payroll checks of all new certificated employees shall be automatically placed on a direct deposit plan in the bank of the employee's choosing. Current employees will have the option of participating in the direct deposit plan. Employees wishing to have their checks directly deposited shall file a written request with the Treasurer/CFO. Once said employee has elected the direct deposit option, participation in that option will continue throughout the duration of their employment.

G. **Reprimand** - In the event an employee is to be reprimanded or otherwise disciplined for reasons unrelated to classroom performance which discipline could adversely affect his employment with the Board, the member shall be allowed to be accompanied by a representative of his/her choice at a meeting with the administrator. In the event the employee is represented, the administrator may have an observer present at the meeting.

H. **Intervention/Tutoring/Study Table** - A teacher who performs duties related to student intervention occurring before or after the student day shall be compensated at an hourly rate equal to 1/8 of the employee's per diem rate of pay.

I. **Tuition - Non Resident Students** - Non resident students who are children of bargaining unit members shall be allowed to attend the Stryker Local Schools on a tuition free basis.

ARTICLE XV- SCHOOL YEAR

The school year shall be one hundred eighty-four (184) days in length. Included in the one hundred eighty-four (184) days shall be the following:

1. One (1) in-service day consisting of six (6) hours of credit submitted by teacher no later than June 30 of each school year. In the same manner and to the same degree as in the past of required duties, teachers have the option of utilizing the district's yearly scheduled open house and class room preparation prior to the first scheduled work day of the new school year, to be used towards the fulfillment of the six (6) hours, with prior administration approval.
2. One (1) work day with no students in attendance at the beginning of the year, a second one at the end of the first semester, and a third one at the end of the year.

ARTICLE XVI - WORK DAY

The regular workday shall be seven (7) hours and fifteen (15) minutes in length, including thirty (30) minutes for an uninterrupted duty free lunch.

In addition, teachers shall attend as part of their regular duties staff meetings, curriculum meetings, open houses, parent conferences and other duties assigned by the administration which may occur before or after the regular work day. These duties shall be required and paid in the same manner and to the same degree as in the past.

ARTICLE XVII - PLACEMENT ON SALARY SCHEDULE

- A. One hundred twenty (120) days of teaching under contract shall be the equivalent of one (1) year of experience.

In order for a day to count towards a year of experience, the employee must have worked the equivalent of at least one-half of the regular teacher work day or be on an approved paid leave for that day.

At the Superintendent's and/or Board's discretion, newly hired teachers may be granted up to fifteen (15) years of service credit for purposes of placement on the salary schedule for any prior teaching experience, whether such experience was gained in the State of Ohio or otherwise, or in private or public schools, or for employment in the private sector in an area directly related to the teacher's teaching assignment. The provisions of this section are intended to supersede any conflicting provisions of Ohio Revised Code section 3317.13 and 3317.14.

Teacher years experience in other districts as well as military service will be granted in accordance with Section 3317.13, Ohio Revised Code.

- B. Horizontal Placement/Advancement
Salary schedule adjustments for additional semester and/or quarter hours shall be limited to the start of the school year.

An official transcript showing successful completion of the courses shall be filed with the Treasurer/CFO by September 15.

All credit to be accepted for horizontal placement/advancement on the salary schedule must meet the following criteria:

1. Credit must be from an accredited university or college. The credits must be from an institution that would be recognized as acceptable by the State Department for Teacher Certification/Licensure; or
2. Course work must be in the area of professional education as defined in the regulations for teacher certification/licensure in Ohio; or
3. Course work is in the area of certification/licensure for which the person is presently certified/licensed; or
4. Course work is in an area of certification/licensure for which the person is pursuing a planned program toward additional certification/licensure (the planned program must be verified by the college or university advisor);
5. Course work has been approved in advance by the Director of Personnel as being pertinent to their improvement as a teacher in the District.
6. Once a Master's degree has been obtained, all course work thereafter must be qualifying graduate hours in order to count toward additional hours for salary schedule placement unless prior approval is received from the Superintendent for undergraduate coursework.

ARTICLE XVIII - TUITION REIMBURSEMENT

Approved course work which meets the criteria set forth in 1-5 above shall be reimbursed at the rate of \$180 per semester hour/\$120 per quarter hour with a maximum annual reimbursement limited to \$1,000.

To be eligible, an applicant must be a full-time employee of the Board for the school year in which the application is made. A purchase order should be submitted once enrolled in any coursework that an employee wishes to be reimbursed for. All reimbursement received by an employee between July 1 and June 30 of each year will be counted in determining whether the \$1,000.00 annual limitation has been or would be exceeded.

For members pursuing their first master's degree, the Board shall pay ½ (one half) of the reimbursement up front and will pay the remaining reimbursement after completion of the course. The remaining reimbursement will be paid on a graduated scale (A=100%; B=80%; C=60%). If member does not complete the class or receives a grade less than a C, reimbursement will be paid back to the Board within 30 days. Final reimbursement(s) will be made once proof of course payment and passing grades have been submitted to the Treasurer/CFO against the encumbered purchase order. If an employee resigns for any other reason than retirement purposes for a period of eighteen (18) months following the last reimbursement, the amount of said reimbursement shall be paid by employee to the Board and the Board may withhold that amount from any sum due and owing to the employee at the time of separation.

ARTICLE XIX - CONTRACT SEQUENCING

A. CONTRACTS

All members of the bargaining unit shall be issued written contracts for teaching and/or supplemental duties performed. Said contract shall state the position for which the person is being contracted along with the amount to be paid. Contracts shall be of two kinds; limited and continuing.

1. Limited Contracts

A limited contract is a contract for five years or less in duration. Supplemental contracts are limited contracts in accordance with the Ohio Revised Code and are not subject to the terms of this section.

- a. The first and second contracts issued by the Board shall be for one-year.
- b. The third contract issued by the Board and thereafter shall be two year or more unless: (1) the teacher requests a one year in which case the teacher's request shall be honored, (2) the Administration deems it necessary to issue a one year contract at which time the Administration will meet with the teacher to explain the reason(s) for a one year contract and provide said reason(s) in writing. The teacher shall have the right to be represented at this meeting.

2. Continuing Contract Eligibility

- a. Any teacher employed by the Board who will become eligible for a continuing contract for the succeeding school year, and/or at the expiration of the current limited contract, shall provide written notice to the Superintendent that the staff member is eligible for a continuing contract no later than December 15th of the school year in which their current limited teaching contract with the Board shall expire. Failure to notify the Superintendent by December 15th shall be a waiver of the teacher's eligibility for the continuing contract for the following school year and may result in the staff member being issued a one (1) year limited teaching contract for the following school year rather than a continuing contract. Notice received after December 15th shall not serve as the notice required by this section for the following school year.
- b. A teacher becomes eligible upon satisfaction of one of the following:
 1. Teacher is employed by the Board for a period of two years and the teacher has previously attained continuing contract status in another Ohio public school district.
 2. Teacher has worked in the School District for three of the last five years and has a professional certificate/licensure.

3. Teacher has worked in the School District for three of the last five years, has a professional certificate/license and:
 - a. If the teacher held his/her master's degree at the time of the issuance of the initial certificate/license, the teacher has completed six semester hours of graduate coursework in the area of certificate/licensure or in an area related to the teaching field since the initial issuance of the certificate/licensure; or
 - b. If the teacher did not hold a master's degree at the time of the issuance of the initial certificate/license, the teacher has completed thirty semester hours of graduate coursework in the area of certificate/licensure or in an area related to the teaching field since the initial issuance of the certificate/licensure.
 - c. If the teacher misses the December 15th deadline and is offered a one-year limited contract, during the term of this one (1) year limited contract the teacher shall be evaluated in consideration for a continuing contract to be issued for the following school year.
 - d. The provisions of this section are intended to, and shall supersede and replace any conflicting provisions of Ohio Revised Code sections 3319.07, 3319.08, 3319.11, 3319.111, 3319.22, Chapter 3301-24 of the Ohio Administrative Code and any and all other provisions of the Ohio Revised Code or Ohio Administrative Code governing the issuance and granting of continuing contracts.

ARTICLE XX – EVALUATION PROCEDURE

1. Evaluations of employees shall be based on objective observations of the work performance. No observation shall be conducted on the day immediately before or after a holiday or the day immediately after sick leave and shall be conducted openly and with full knowledge by the employee.
2. The evaluation tool will be developed and mutually agreed upon, in good faith, between the Association President and a District Administrator for use. The agreed upon evaluation tool will be accepted by each party for use in the current or following school year. No changes to the evaluation tool may take place during the active school year unless agreement has been reached by both parties. Upon the request of the Association President or Administration, the evaluation tool may be opened for review or modification for future use. In the event that the current evaluation tool is in review and has not been agreed upon, prior to the start of the school year, the last agreed upon evaluation tool will be utilized until such agreement has been reached by both parties.

3. Teachers shall be subject to the following observation/evaluation schedule:
 - a. Each teacher employed on a limited contract shall be evaluated twice in the year of his/her teaching contract's expiration. Evaluation(s) of limited contract personnel will be conducted according to the guidelines and time frames set forth according to O.R.C. 3319.111 guidelines. (First evaluation by January 15 and the final evaluation by April 1)
 - b. Teachers employed on continuing contracts may be evaluated up to every five (5) years or anytime at the request of the teacher. This evaluation shall be completed by March 1.
 - c. Multiple evaluations may be conducted for any teacher throughout the school year. The last of the multiple evaluations must take place prior to April 1.
 - d. Two (2) observations of at least thirty (30) minutes in length shall be conducted for each evaluation. Results of each observation will be in written form.

The evaluation shall be reduced to writing and a post-evaluation conference shall be held within a week after the observations are completed. The signature of the member of the evaluation form only signifies that the evaluation has been reviewed with the member. The member shall have the right to submit a rebuttal to be attached to the evaluation for any section of the evaluation that he/she does not agree.

ARTICLE XXI - MONETARY SETTLEMENT

The Board shall:

1. The board shall implement the salary schedule attached hereto and designated Exhibit A for the 2011-2012, 2012-2013, and 2013-2014 school year with a base salary of \$29,935. There is a 0% increase on the base and a step freeze for 2011-2012, 2012-2013, and 2013-2014. Horizontal movement on the salary schedule will be granted.
2. In the event that the district passes a levy in November 2011 and achieves "Excellent" or "Excellent with Distinction" on the district grade card (both Elementary and High School), the Board will pay the following to all staff, who were employed the previous year, each year of the contract that this rating is achieved.

Excellent – Two (2) days per Diem

Excellent with Distinction – Three (3) days per Diem

If both requirements are met, this payment will be made in the first pay of December of the year that an "Excellent" or "Excellent with Distinction" is achieved on the district grade card. In the event that the district does not pass a levy in 2011 but does so in May 2012, the payment will be made the second payroll in May 2012. If the levy does not pass until November of 2012, the payment will not be made until the first pay of December 2012.

3. In the event the Board fills the supplemental positions listed on the supplemental salary schedule attached hereto, those positions filled shall be paid at the rate set forth on the salary schedule attached hereto and designated Exhibit "B".
4. The Board shall provide the following for all full-time members of the bargaining unit:
 - A. The Access + 1A insurance plan and a High Deductible Health Plan (HDHP) will be offered as insurance plan options as a choice to employees of the association with the Board paying the following amounts toward the premium for the same:
 1. 85% of the premium for the single plan.
 2. 85% of the premium for the family plan.

The Board will match up to \$1,000 for family and \$500 for single of the employee's contribution into a Health Savings Account (HSA) for 2012; \$750 for family and \$375 for single in 2013; \$500 for family and \$250 for single in 2014. Employees must have all necessary paperwork to the Treasurer's office by October 31, 2011 to enroll in the HDHP to be eligible for the employer matching. If paperwork is filed with the Treasurer to enroll in the HDHP and then cancelled before the start of the plan year, the employee will only be eligible for any future matching that the Board may offer at 50% of the approved amount of that year.

New employees will need to take the plan upon employment to be eligible, if hired after January 1, 2012. Employees will be eligible for employer matching, per the schedule set by the Board, as long as the employee voluntarily elects the HDHP when it is first offered upon employment, or by October 31, 2011, with the exceptions stated below.

If an employee enrolls in the HDHP and elects to leave the plan, he/she will not be eligible for any future matching contributions made by the Board in a HSA. The Board will contribute, upfront, one half of the employee's eligible annual matching amount for the first year of participation only. The Board will continue to match the employee's contribution on a monthly basis once the employee has met the employer match. If the employee should leave the district mid-year or cease to participate in the HDHP without matching the amount contributed by the employer, the employee will be responsible for reimbursing the district for the difference.

- B. The current dental plan or its equivalent with the Board paying seventy-five percent (75%) of the premium.
- C. The Stryker Local Board of Education agrees to provide a NBEC vision plan or its equivalent for each eligible employee and the Board will pay 90% of the premium, with \$1.00 minimum employee co-pay.
- D. Life insurance shall be provided in the amount of \$50,000.00, with the Board paying one hundred percent (100%) of the premium.

- E. The Stryker Local Board of Education will provide employees the opportunity to participate in a Cafeteria Section-125 Plan.
- F. Those members of the bargaining unit working less than full-time shall receive the above benefits with the Board paying the contribution for same on a pro-rated basis in the same manner that it is currently providing said benefits to less than full-time members of the bargaining unit.
- G. The Stryker Local Board of Education will provide employees the opportunity to participate in the Stryker 457 Deferred Compensation Plan.

ARTICLE XXII - STRS PICK-UP

The Board agrees to annuitize each member's total contribution to STRS by deducting that amount before each member is paid, beginning with the first pay period of the school year.

The procedure shall be as follows:

The Board shall designate each teacher's mandatory contribution to the State Teachers' Retirement System of Ohio as "picked up" by the Board although they shall continue to be designated as employee contributions. The amount of the employee's income reported by the Board as subject to federal and state income tax shall be the employee's total gross income reduced by the then current percentage amount of the employee's mandatory STRS contribution. No employee's total salary shall be increased by such "pick up", nor shall the Board's total contribution to STRS be increased thereby. There shall be no increased cost to the Board except incidental administrative costs necessary to implement this program.

It is expressly understood that all employees covered by this collective bargaining agreement shall be subject to this provision as a condition of their employment.

Board is in no way liable to them as a result of the implementation of this program at their request and that they assume any or all liability as a result of an adverse ruling by the Internal Revenue Service.

ARTICLE XXIII - EXTENDED TIME CONTRACTS

Extended time contracts shall be issued according to the following and paid at the daily rate calculated by each person's per diem rate for the current contract year:

- a. Counselor – 20 days
- b. Librarian - 10 days
- c. Band – 20 days

ARTICLE XXIV- DRUG FREE WORKPLACE

1. It is the policy of the Stryker Local School District Board of Education to establish a drug free workplace. Drug or alcohol abuse in the workplace is dangerous and can lead to harm not only to the person abusing drugs or alcohol but also to fellow employees and students. It is especially important that employees not use drugs or alcohol in the workplace in view of the fact that, as employees within the schools, the conduct of the Board of Education employees can potentially influence children within the schools.
2. For these reasons the Stryker Local School District Board of Education is committed to maintain a drug free workplace, and will enforce a policy requiring all employees to refrain from the use, sale, purchase, possession, or being under the influence of drugs or alcohol while on the job, on school premises, or while using school equipment. Employees who fail to comply with this policy may be subject to discipline, up to and including termination from employment, unless the employee uses the Rehabilitation Option described in this policy.
3. Where this policy has been violated, the employee may, with approval of the Superintendent, elect to seek rehabilitation through an approved treatment program, provided the employee is otherwise eligible for continuing employment. A Re-Entry Agreement, which will include an understanding that the employee will cooperate in all recommended treatment(s) and abstain from the use of any mind-altering substance, must be signed by an employee electing this Rehabilitation Option. Rehabilitation, whether undertaken voluntarily, or in lieu of discipline, shall be entirely at the employee's expense, and without pay, except as may be covered by applicable group health benefit plan terms, sick leave policies, and other leaves of absence policies.
4. Any employee convicted of an offense under a criminal drug statute must report his/her conviction to the administration no later than five (5) working days after the conviction. Failure to do so will result in discipline up to and including termination from employment.
5. Employees will be provided with information concerning alcohol and other abuse as follows:
 - a. All employees will be provided a copy of this policy.
 - b. The Superintendent will maintain information on community resources and employee benefits available to employees for assistance in dealing with chemical dependency problems.
6. The Board of Education does not maintain a drug/alcohol rehabilitation program, but the following are programs within the area available to employees who need help with a drug or alcohol problem.
 - a. Five County Alcohol and Drug Programs Defiance, OH 782-9920
 - b. C.A.R.E.S. Unit Montpelier, OH 485-5511

7. Compliance with the Standard of Conduct Required is mandatory.

ARTICLE XXV - REDUCTION IN FORCE

A. Staff Reductions

If the Board of Education determines to make a reduction in force for the reasons set forth in 3319.17 of the Ohio Revised Code, the following procedures shall govern the reduction of certified staff made necessary as a result of a lack of sufficient operating funds, financial reasons, decreased enrollment of pupils, return to duty of regular teachers after a leave of absence, suspension of schools, or territorial changes affecting the District. If a bargaining unit member would be employed for the ensuing school year except for a reduction in force situation as a result of one of the above reasons, then said member's teaching contract shall be suspended instead of non-renewed.

B. Attrition

To the extent possible, the number of persons affected by a reduction in force will be kept to a minimum by not employing replacements for employees who retire or resign in accordance with Ohio Revised Code 3319.11 and other related sections of this Master Agreement. However, normal attrition is not a part of a reduction in force.

C. Reduction Other than by Attrition

To the extent that reductions under "A" above are not achieved through attrition, reductions will be achieved by layoff. Layoff shall mean that a teacher's contract(s) will be suspended. When layoffs of members of the bargaining unit are necessary, the less senior person teaching in the area of certificate/licensure shall be reduced in force.

If after suspending the contracts of all limited contract teachers teaching in the licensure area of layoff and further reductions are necessary, then continuing contract teachers shall be suspended in accordance with seniority with the least senior teacher teaching in the licensure area of the layoff being laid off. However, if the affected teacher holds additional licensure areas, he/she may exercise the right of bumping if they are higher on the seniority list.

Layoffs shall be on the basis of last hired, first to be laid off. However, no teacher on continuing contract status shall be laid off, regardless of seniority, unless all teachers on limited contract in the affected area of Licensure have been laid off.

Any teachers who have been laid off shall have their names placed on a recall list.

To the best extent possible, notification of possible reduction in force intent will be given to the Association President and affected members in as timely manner as possible. The reduction in force will also be kept to a minimum number of teachers as much as feasibly possible.

D. Seniority and Licensure

As of December 1 of each school year, a seniority list shall be established by the LPDC Committee and school district CFO, listing all district certified members, the date of hire-in, and the areas of licensure held by each certified staff member. Teachers holding continuing contracts will be placed at the top of the list, in descending order of seniority. Teachers holding limited contracts will be placed on the list below continuing contract teachers, also in descending order of seniority. Seniority is defined as the length of continuous service to the Stryker Local School District.

The names of employees on the seniority list shall appear in seniority rank order within areas of licensure, with the name of the most senior employee appearing at the top of the listing and the names of the least senior employees appearing at the bottom of the listing.

If two employees are hired on the same day and one has taught part-time, then actual time employee has been teaching should be figured.

Seniority shall be determined by the length of continuous service in the school system. (Part-time teachers shall receive prorated service credit, i.e., 1/2 time equals 1/2 year service.) Among those with the same length of continuous service, seniority shall be determined by:

- a. The date of the Board of Education in which the teacher was hired; and then by
- b. The teacher with the highest last four (4) digits of the social security number (SSN) is most senior.

Length of continuous service will not be interrupted or affected by authorized leaves of absence or layoff under the provisions of this contract. However, once an individual's name is removed from the recall list pursuant to E-4 below, that employee's seniority within the system is broken. The continuous service of a teacher, who has returned to employment following resignation, or other termination of employment, will be measured from the date of return.

E. Recall

1. Teachers on the Reduction in Force list shall be returned to active employment to fill vacancies in reverse order of reduction for any position that becomes available for which they are licensed or have become licensed before any new permanent teacher; full, part-time is hired.
2. In the event a vacancy(ies) becomes available, the Board of Education shall recall the teacher to active employment status by giving written notice to the teacher.

Said written notice shall be sent to the teacher by registered or certified letter addressed to the teacher's last known address. It shall be the responsibility of each teacher to notify the Board of Education of any change in address. Thus the Board of Education has fulfilled its responsibility herein by sending written notice of vacancy to an employee on the recall list by certified mail at the last address left by the employee

with the Board treasurer. Unclaimed, refused, or nondeliverable notices as well as failure to respond within 15 calendar days of the posting of the notice shall constitute refusal of the vacancy.

3. A teacher on the Reduction in Force list shall, have the right to accept or refuse a position which is offered. If the teacher refuses a position then the offer of the position shall go to the next certified teacher on the recall list.
4. A teacher's name shall remain on the Reduction in Force list for two (2) school years following the date he/she is first placed on the list.
5. An employee on the recall list shall remain on the group insurance plans offered by the Board provided he/she pays to the treasurer in advance each month the full amount of the premium for the insurance which the employee wishes to maintain.

ARTICLE XXVI - SMOKE-FREE BUILDING

Beginning August 1, 1994, smoking will be prohibited in the buildings and vehicles owned or otherwise used by the Board of Education. Smoking areas will be designated for employee use outside of each building owned, leased, or being utilized by the Board.

ARTICLE XXVII - LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

The Local Professional Development Committee for the Stryker Local School District shall be formed according to State statute ORC 3319.22.

- A. Staff serving as LPDC committee members shall be paid at an hourly rate equal to 1/8 of employee's per diem rate of pay, payable upon submission of time slip.

ARTICLE XXVIII - MULTIPLE CERTIFICATION

Teachers commencing employment with the school district in the 2004-05 school year, and thereafter, shall, as a condition of continued employment, maintain all certificates/licenses, and shall be required to renew all certificates/licenses in effect at the time of the teacher's initial hire date.

The teacher shall be responsible for paying all fees associated with the renewal of the certificate/license of the teacher's current assignment. The Board will pay all state fees for renewal of certificates/licenses in areas other than the teacher's current teaching assignment. The teacher shall pay the fees initially, and the Board shall reimburse the teacher for the fees at the beginning of the next school year.

However, the Board, at its own discretion, may determine whether any additional certificate/license should not be maintained. In this event, a teacher may renew any certificate/license that the Board does not want maintained, but shall pay all costs for the renewal.

Certificates/licenses acquired after initial hire are exempt from this provision.

ARTICLE XXIX - SEPARABILITY

If any provision of this Agreement or any application of this Agreement to any bargaining unit member or employee or group of bargaining unit members or employees is held to be contrary to law by a court of competent jurisdiction, then such provision or application shall not be deemed valid and existing, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

Modification- This Agreement shall not be modified in whole or in part except by written instrument properly executed by the parties. Upon mutual consent to modify this Agreement, negotiations shall commence within ten (10) days thereafter.

ARTICLE XXX - DURATION

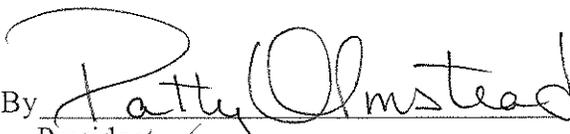
All provisions of this Agreement shall remain in full force and effect commencing August 1, 2011, and extending through July 31, 2014.

IN WITNESS WHEREOF, the Stryker Local School District Board of Education and the Stryker Education Association have caused this Agreement to be signed by their respective Presidents and negotiators.

**STRYKERLOCALSCHOOL DISTRICT
BOARD OF EDUCATION**

STRYKER EDUCATION ASSOCIATION

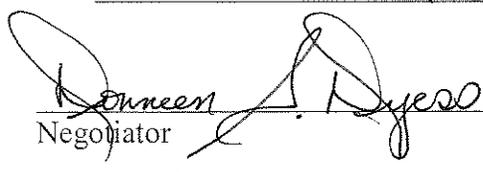
By 
President

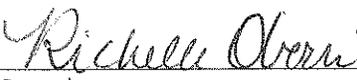
By 
President

Date 6/28/2011

Date June 28, 2011


Negotiator


Negotiator


Negotiator


Negotiator

**Stryker Local School
Salary Schedule
2011-2012, 2012-2013, 2013-2014
(0% on the base, with no step)**

Step	Bachelors	150 Hrs.	Masters	MA + 15 Graduate Semester Hours	MA + 30 Graduate Semester Hours
0	29,935 1.0000	31,432 1.0500	31,731 1.0600	31,881 1.0650	32,030 1.0700
1	31,282 1.0450	32,929 1.1000	33,527 1.1200	33,827 1.1300	33,976 1.1350
2	32,629 1.0900	34,425 1.1500	35,323 1.1800	35,772 1.1950	35,922 1.2000
3	33,976 1.1350	35,922 1.2000	37,119 1.2400	37,718 1.2600	37,868 1.2650
4	35,323 1.1800	37,419 1.2500	38,916 1.3000	39,664 1.3250	39,814 1.3300
5	36,670 1.2250	38,916 1.3000	40,712 1.3600	41,610 1.3900	41,759 1.3950
6	38,017 1.2700	40,412 1.3500	42,508 1.4200	43,555 1.4550	43,705 1.4600
7	39,365 1.3150	41,909 1.4000	44,304 1.4800	45,501 1.5200	45,651 1.5250
8	40,712 1.3600	43,406 1.4500	46,100 1.5400	47,447 1.5850	47,597 1.5900
9	42,059 1.4050	44,903 1.5000	47,896 1.6000	49,393 1.6500	49,542 1.6550
10	43,406 1.4500	46,399 1.5500	49,692 1.6600	51,339 1.7150	51,488 1.7200
11	44,753 1.4950	47,896 1.6000	51,488 1.7200	53,284 1.7800	53,434 1.7850
12	46,100 1.5400	49,393 1.6500	53,284 1.7800	55,230 1.8450	55,380 1.8500
13	47,447 1.5850	50,890 1.7000	55,080 1.8400	57,176 1.9100	57,326 1.9150
22	48,794 1.6300	52,386 1.7500	56,877 1.9000	59,122 1.9750	59,271 1.9800

EXHIBIT "B"

**STRYKER LOCAL SCHOOL
SUPPLEMENTAL SALARY SCHEDULE***

Varsity Basketball	17.00%	*Jr. High Track	3.00%
		*Asst. J. H. Track	2.00%
		^Jr. High Golf	3.00%
Varsity Volleyball	10.50%	*7 th Volleyball	3.00%
Varsity Baseball	10.50%	*8 th Volleyball	3.00%
Varsity Softball	10.50%	*9 th Volleyball (as needed)	3.00%
Varsity Track	10.50%		
^Varsity Cross Country-Boys	10.50%	*Jr. Hi A.D.	4.00%
^Varsity Cross Country-Girls	10.50%		
Varsity Golf	10.50%		
Reserve/Varsity			
Cheerleading Advisor	6.00%	A.V. Director	7.70%
		Stryk-Hi Advisor	4.00%
Basketball Assistant	9.00%	Panthian Advisor	10.00%
Volleyball Assistant	6.00%		
Track Assistant	6.00%	**Jr. Class Advisor	15.00%
^Baseball Assistant	6.00%	N.H.S. Advisor	1.54%
^Softball Assistant	6.00%	Student Council Advisor	1.54%
^Jr. Hi Cross Country	6.00%		
*7 th Grade Basketball	3.75%	Secondary Play Director (as needed)	4.00%
*8 th Grade Basketball	3.75%	Secondary Musical Dir.	4.00%
*9 th Grade Basketball	3.75%	A Musical and Play cannot be performed in the same school year. Therefore a rotation of every other year is to be established. Starting in the 2011-12 school year with the option of a Musical.	
		Spanish Club (as needed)	2.00%
*Jr High/Freshman		Quiz Advisor	1.54%
Cheerleader Advisor	3.75%	Science Fair Coordinator	1.54%
Mentor (as needed)	2.15%	Mentor Coordinator (as needed)	2.15%

For the purpose of clarification: Supplemental percentages are cumulative:

0 - 2 years = Base Percentage
 3 - 5 years = +.25%
 6 - 8 years = +.50%
 9 + years = +.50%

Years of experience shall mean years of employment in that specific job or sport.

*If a position is filled with a certificated teacher the base percentage pay shall be 5.00%.

**The base percentage pay shall be distributed between advisors in the event more than one person holds this position.

*If an individual holds two positions in the same coaching activity and the practices and games are handled concurrently then that individual will receive-1/2 times the pay for the highest paying position.

^The need for the filling of these positions will be determined annually by the Athletic Director, High School Principal, and Head Coach of the sport.

EXHIBIT "C"

Grievance # _____ School District _____ Distribution of Form
1. Superintendent
2. Principal
3. Association
4. Employee

GRIEVANCE REPORT

Submit to Principal or Immediate Supervisor in Duplicate

Building	Assignment	Name of Grievant	Date Filed

STEP I

A. Date Cause of Grievance Occurred _____

B. 1. Statement of Grievance _____

2. Relief Sought _____

[If additional space is needed in reporting Sections B1 & 2, attach an additional sheet.]

Signature _____ Date _____

C. Disposition by Principal or Immediate Supervisor _____

Signature _____ Date _____

D. Position of Grievant and/or Association _____

Signature _____ Date _____

STEP II

A. Date Received by Superintendent or Designee _____

B. Disposition of Superintendent or Designee _____

Signature

Date

C. Position of Grievant and/or Association _____

Signature

Date

STEP III

A. Date Submitted to Arbitration _____

B. Disposition & Advice of Arbitrator _____

Signature of Arbitrator

Date