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THE STRYKER EDUCATION ASSOCIATION

and

THE STRYKER LOCAL SCHOOL DISTRICT BOARD OF EDUCATION

August 1, 2023- July 31, 2026

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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 no later than April 1. 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 (240) 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, parents, step-parents and siblings. Employees may be approved up to five (five) consecutive days, contingent upon sick leave balance, per incident. *Extended illness, injury and/or death: family members defined in section "e" is diagnosed with a critical health or physical issue requiring extended leave past the five (5) days, must provide documentation by the overseeing physician. These situations will be managed on an individual, case by case situation. All sick leave is contingent upon sick leave balance, per incident.

f. absence due to illness, injury or death in the employee's extended family may be approved up to two (2) days, contingent upon sick leave balance, per incident. Extended family will be defined as grandparents, grandchildren, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, aunts, uncles, nieces and nephews related to the employee.

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 twelve (12) 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. Unused personal leave days may be reimbursed at one hundred dollars ($100.00) per day at the end of each contract year.

These days are not to be deducted from sick leave.

Only ten percent (10%) of the staff will be granted leave at one time. Requests for personal leave will be considered on a first-come-first-serve basis. 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 - $50.00 per day for only overnight school related professional leave and only on the day(s) of the events. Per ORC 3352.7.07. No gratuities and alcoholic drinks will be reimbursed.

   b. Lodging – cost reimbursement.

   c. Mileage – current IRS regulation rate, tolls and parking.

   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 binding on the Board and the Association. 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 Association.

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-seven (67) days.

The member must be eligible for retirement as of his/her last working day. If an employee retires at or after the age of 55, severance pay will be paid directly into a 403(b) account belonging to the eligible employee. Such payment shall be an employer non-elective contribution. No severance shall be paid unless an employee has a 403(b) account into which the payment may be made. If an employee retires before the age of 55, severance pay will be paid directly to the employee (not into a 403(b) account) within sixty (60) days of submission of that proof. Employees do not have discretion to choose between a cash payment and an employer non-elective contribution into their 403(b) account. If paid into a 403(b) account, severance and other post-retirement payments set forth in this Agreement shall be paid in the shortest period of time possible while staying within the 403(b) contribution limits set forth in the law. As a result, payments may be made over multiple years only if the yearly 403(b) contribution limits are reached. 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.

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 Article shall not receive any severance benefits upon further separation from employment with the Board.

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 contact(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 emailed to all staff at his/her district email account. 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 or electronic application to the Superintendent's Office.

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 ten (210) 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.

K-12 teachers shall receive a minimum continuous block of planning and preparation time of at least forty (40) minutes per school day.

It is acknowledged and understood that on days where a delay or early release occurs, teachers may not receive the full amount of planning time required by this provision.

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 certificated employees shall be automatically placed on a direct deposit plan in the bank of the employee's choosing.

G. **Discipline** - In the event an employee is to be reprimanded or otherwise disciplined, 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.

A bargaining unit member shall not be disciplined without just cause. If an employee is disciplined, the following progressive discipline procedure shall be followed.

1st occurrence – Verbal warning
2nd occurrence – Written warning
3rd occurrence – One (1) day suspension without pay
4th occurrence – Five (5) day suspension without pay
5th occurrence – Termination

The Board may deviate from the progressive discipline procedures outlined immediately above depending upon the severity of the offense.

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. However, so long as the Stryker Local Schools permits the open-enrollment of students, bargaining unit members shall open enroll their children in the Stryker Local Schools rather than utilize the provisions of this Article.

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) uninterrupted in-service day prior to the beginning of each school year.

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. Teachers will be allowed a minimum of a 2-hour block to prepare for their teaching assignments.

A "calamity day" shall be defined as any school day that is cancelled in its entirety as a result of bad weather or other calamity. Staff will make up all calamity days in excess of five (5) days. The Superintendent and Union shall agree on any days to be made up when students are not in session, which days shall be uniformly made up by all bargaining unit members. The staff shall not be required to make up any hours missed as a result of delays or early release.

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 a maximum annual reimbursement limited to $1,500 per bargaining unit member.

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 $1,500.00 annual limitation has been or would be exceeded.

For members pursuing their first master's degree, the Board shall reimburse after completion of the course. If member does not complete the class or receives a grade less than a C, they will not be reimbursed. 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.

THIRD GRADE READING GUARANTEE:

Teachers required to receive a reading certification under the Third Grade Reading Guarantee shall receive reimbursement for the cost of the first administration of the reading certification test adopted by the State Board of Education and reimbursement for the cost of any courses or trainings in order to obtain a reading endorsement or licensure. This reimbursement shall be at full cost and shall be separate and above any requests for tuition reimbursement by the teacher.

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

All bargaining unit members meeting the statutory definition of a teacher as set forth in Ohio Revised Code section 3319.111 shall be evaluated in accordance with the Board adopted evaluation policy. All other bargaining unit members shall be evaluated in accordance with this Article, and shall be evaluated in accordance with the timelines and frequency of observations and evaluations set forth in the Ohio Revised Code. Any complaints regarding violations of the policy or this Article shall be subject solely to the grievance procedure set forth in this agreement and it is intended that this provision shall supersede any evaluation requirements set forth in Ohio Revised Code section 3319.11

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.

   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 2023-2024, 2024-2025, and 2025-2026 school years. The salary schedule reflects a 3% increase on the base for the 2023-2024 school year, a 3% increase on the base for the 2024-2025 school year, and a 3% increase on the base for the 2025-2026 school year.

2. 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".

3. 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. Access + 1A:
         i. 85% of the premium for the single plan.
         ii. 85% of the premium for the family plan.

      2. High Deductible Health Plan (HDHP):

         i. 100% of the premium for the-single plan, the dental plans offered by the Board, and the vision plan offered by the Board.
         ii. 100% of the premium for the family plan, the dental plans offered by the Board, and the vision plan offered by the Board.

The Board will match up to $1,100 for family and $600 for single of the employee's contribution into a Health Savings Account (HSA) for those employees who chose the HDHP. Employees must have all necessary paperwork to the Treasurer's office to change plans during the open enrollment period. 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. For employees who select the Access + 1A insurance plan, the current dental plan or its equivalent with the Board paying seventy-five percent (75%) of the premium.

C. For employees who select the Access + 1A insurance plan, the Board 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 persons per diem rate for the current contract year:

a. Counselor – 20 days

b. Band – 20 days

e. Vocational Agriculture – 30 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 "B" 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, reductions shall be made upon the recommendation of the Superintendent of schools and in accordance with Ohio

law. The Board shall not give preference to any teacher based on seniority, except when making a decision between teachers who have comparable evaluations.

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 eligible to return to active employment to fill vacancies 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. Seniority shall not be the basis for recalling a teacher, except when making a decision between teachers who have comparable evaluations.

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.

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 – GRANTS AND WAIVERS

The Superintendent shall provide the Association President with a copy of any grant applications completed by the District if the potential amount of the grant is more than $100,000 and will meet with the Association President concerning said grants upon request. If the Association's support or signature is required for a grant or waiver submission, the Association will be given a minimum of ten (10) days notice unless the deadline for the submission of such grant or waiver is less than ten (10) days, in which case the Association shall be given notice as soon as practicable.

ARTICLE XXX - 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 XXXI – SALARY NOTICES

During a year in which the Board and the Union are negotiating a successor collective bargaining agreement, salary notices shall not be due until July 31st.

ARTICLE XXXII - DURATION

All provisions of this Agreement shall remain in full force and effect commencing August 1, 2023, and extending through July 31, 2026.

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.

STRYKER LOCAL SCHOOL DISTRICT BOARD OF EDUCATION

By _____
President

Date 8-7-2023

_____
Negotiator

STRYKER EDUCATION ASSOCIATION

By _____
President

Date 8/7/2023

_____
Negotiator

		Stryker Local School			Exhibit A
		Salary Schedule			
		2023-2024 (3%)			
	Bachelors	150 Hrs.	Masters	MA + 15 Graduate Semester Hours	MA + 30 Graduate Semester Hours
Step					
0	36,983	38,832	39,202	39,387	39,572
	1.00	1.05	1.06	1.065	1.07
1	38,647	40,681	41,421	41,791	41,976
	1.045	1.10	1.12	1.13	1.135
2	40,312	42,531	43,640	44,195	44,380
	1.09	1.15	1.18	1.195	1.20
3	41,976	44,380	45,859	46,599	46,784
	1.135	1.20	1.24	1.26	1.265
4	43,640	46,229	48,078	49,003	49,188
	1.18	1.25	1.30	1.325	1.33
5	45,304	48,078	50,297	51,407	51,592
	1.225	1.30	1.36	1.39	1.395
6	46,969	49,927	52,516	53,811	53,995
	1.27	1.35	1.42	1.455	1.46
7	48,633	51,776	54,735	56,214	56,399
	1.315	1.40	1.48	1.52	1.525
8	50,297	53,626	56,954	58,618	58,803
	1.36	1.45	1.54	1.585	1.59
9	51,961	55,475	59,173	61,022	61,207
	1.405	1.50	1.60	1.65	1.655
10	53,626	57,324	61,392	63,426	63,611
	1.45	1.55	1.66	1.715	1.72
11	55,290	59,173	63,611	65,830	66,015
	1.495	1.60	1.72	1.78	1.785
12	56,954	61,022	65,830	68,234	68,419
	1.54	1.65	1.78	1.845	1.85
13	58,618	62,871	68,049	70,638	70,823
	1.585	1.70	1.84	1.91	1.915
17	59,173	63,796	69,159	71,932	72,043
	1.60	1.725	1.87	1.945	1.948
22	60,283	64,721	70,268	73,042	73,227
	1.63	1.75	1.90	1.975	1.98
25	61,762	65,645	71,378	74,336	74,521
	1.67	1.775	1.93	2.01	2.015

		Stryker Local School			Exhibit A
		Salary Schedule			
		2024-2025 (3%)			
	Bachelors	150 Hrs.	Masters	MA + 15 Graduate Semester Hours	MA + 30 Graduate Semester Hours
Step					
0	38,092	39,997	40,378	40,568	40,759
	1.00	1.05	1.06	1.065	1.07
1	39,807	41,902	42,664	43,045	43,235
	1.045	1.10	1.12	1.13	1.135
2	41,521	43,806	44,949	45,521	45,711
	1.09	1.15	1.18	1.195	1.20
3	43,235	45,711	47,235	47,997	48,187
	1.135	1.20	1.24	1.26	1.265
4	44,949	47,616	49,520	50,473	50,663
	1.18	1.25	1.30	1.325	1.33
5	46,663	49,520	51,806	52,949	53,139
	1.225	1.30	1.36	1.39	1.395
6	48,377	51,425	54,091	55,45	55,615
	1.27	1.35	1.42	1.455	1.46
7	50,092	53,329	56,377	57,901	58,091
	1.315	1.40	1.48	1.52	1.525
8	51,806	55,234	58,662	60,377	60,567
	1.36	1.45	1.54	1.585	1.59
9	53,520	57,139	60,948	62,853	63,043
	1.405	1.50	1.60	1.65	1.655
10	55,234	59,043	63,234	65,329	65,519
	1.45	1.55	1.66	1.715	1.72
11	56,948	60,948	65,519	67,805	67,995
	1.495	1.60	1.72	1.78	1.785
12	58,662	62,853	67,805	70,281	70,471
	1.54	1.65	1.78	1.845	1.85
13	60,377	64,757	70,090	72,757	72,947
	1.585	1.70	1.84	1.91	1.915
17	60,948	65,710	71,233	74,090	74,204
	1.60	1.725	1.87	1.945	1.948
22	62,091	66,662	72,376	75,233	75,423
	1.63	1.75	1.90	1.975	1.98
25	63,614	67,614	73,519	76,566	76,756
	1.67	1.775	1.93	2.01	2.015

		Stryker Local School			Exhibit A
		Salary Schedule			
		2025-2026 (3%)			
	Bachelors	**150 Hrs.**	**Masters**	**MA + 15 Graduate Semester Hours**	**MA + 30 Graduate Semester Hours**
Step					
0	39,235	41,196	41,589	41,785	41,981
	1.00	1.05	1.06	1.065	1.07
1	41,000	43,158	43,943	44,335	44,531
	1.04	1.10	1.12	1.13	1.135
2	42,766	45,120	46,297	46,886	47,082
	1.09	1.15	1.18	1.195	1.20
3	44,531	47,082	48,651	49,436	49,632
	1.13	1.20	1.24	1.26	1.265
4	46,297	49,043	51,005	51,986	52,182
	1.18	1.25	1.30	1.325	1.33
5	48,063	51,005	53,359	54,536	54,732
	1.225	1.30	1.36	1.39	1.395
6	49,828	52,967	55,713	57,087	57,283
	1.27	1.35	1.42	1.455	1.46
7	51,594	54,929	58,067	59,637	59,833
	1.315	1.40	1.48	1.52	1.525
8	53,359	56,890	60,422	62,187	62,383
	1.36	1.45	1.54	1.585	1.59
9	55,125	58,852	62,776	64,737	64,934
	1.405	1.50	1.60	1.65	1.655
10	56,890	60,814	65,130	67,288	67,484
	1.45	1.55	1.66	1.715	1.72
11	58,656	62,776	67,484	69,838	70,034
	1.495	1.60	1.72	1.78	1.785
12	60,422	64,737	69,838	72,388	72,584
	1.54	1.65	1.78	1.845	1.85
13	62,187	66,699	72,192	74,938	75,135
	1.585	1.70	1.84	1.91	1.915
17	62,776	67,680	73,369	76,312	76,429
	1.60	1.725	1.87	1.945	1.948
22	63,953	68,661	74,546	77,489	77,685
	1.63	1.75	1.90	1.975	1.98
25	65,522	69,642	75,723	78,862	79,058
	1.67	1.775	1.93	2.01	2.015

EXHIBIT "B"

STRYKER LOCAL SCHOOL
SUPPLEMENTAL SALARY SCHEDULE*

Athletic Related Supplementals

FOOTBALL	
Varsity Football Coach	17.00%
HS Football Assistant Coaches	12.00%
(Exact number of positions to be determined by the parties)	
Jr. High Football Coach	6.00%
Jr. High Assistant Football Coaches	4.00%
(Exact number of positions to be determined by the parties)	

BASKETBALL	
Varsity Basketball Coach	17.00%
JV Basketball Coach	12.00%
9th Grade Basketball Coach/Assistant	9.00%
8th Grade Basketball Coach	6.00%
7th Grade Basketball Coach	6.00%

7th and 8th Grade Coaches will be hired regardless of Student Athletic numbers in 7th and 8th grade Basketball programs.

*All the above are for male and female programs.

VOLLEYBALL	
Varsity Volleyball Coach	13.00%
JV Volleyball Coach	9.00%
9th Grade Volleyball Coach (as needed)	6.00%
8th Grade Volleyball Coach	6.00%
7th Grade Volleyball Coach	6.00%

BASEBALL	
Varsity Baseball Coach	13.00%
JV/Assistant Baseball Coach	9.00%
Jr. High Baseball Coach	6.00%

SOFTBALL	
Varsity Softball Coach	13.00%
JV/Assistant Softball Coach	9.00%
Jr. High Softball Coach	6.00%

TRACK	
Varsity Track Coach	13.00%
JV/Assistant Track Coach	9.00%
Jr. High Track Coach	6.00%
Track Program Assistants (3)	4.00%

CROSS COUNTRY	
Varsity Cross Country Coach	13.00%
Jr. High Cross Country Coach	6.00%

CHEER	
HS Football Cheer Coach	10.00%
HS Basketball Cheer Coach	10.00%
Jr. High Football Cheer Coach	4.00%
Jr. High Basketball Cheer Coach	4.00%
GOLF	
Varsity Golf Coach	13.00%
Jr. High Golf Coach	6.00%
ARCHERY CLUB	
Archery Coach	7.00%
Archery Assistant Coach	4.00%
Jr. High A.D.	10.00%
Weight Program Monitor (all athletic programs)	10.00%

Academic and Related Supplementals

FFA Club	10.00%
Tech Club	4.00%
Spanish Club (as needed)	4.00%
Art Club (as needed)	4.00%
Quiz Advisor High School	3.00%
Quiz Advisor Jr. High School	3.00%
Quiz Advisor Elementary School	3.00%
Play Director (as needed)	8.00%
Musical Director (as needed)	8.00%
Jr. Class Advisor	18.00%
Jr. Class Assistant	10.00%
Student Council Advisor	3.00%
N.H.S. Advisor	3.00%
A.V. Director	9.00%
Panthian Advisor	8.00%
Mentor Coordinator (as needed)	4.00%
Mentor (as needed)	3.00%

For the purpose of clarification, supplemental percentages are NOT cumulative.

0 – 2 years = Base Percentage
3 – 5 years = 1.25%
6 – 8 years = 1.75%
9 + years = 2.25%

Note: Years of experience shall mean years of employment in that specific job or 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

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is by and between the **STRYKER LOCAL SCHOOL DISTRICT BOARD OF EDUCATION** (hereafter the "Board") and the **STRYKER EDUCATION ASSOCIATION** (hereafter the "Association").

WHEREAS, the Board and the Association are parties to a Collective Bargaining Agreement (hereafter the "Agreement"), the effective dates of which are August 1, 2023 through July 31, 2026, and

WHEREAS, the Board and the Association find that it would be mutually beneficial to agree to the following regarding teacher evaluations and reduction in force.

NOW THEREFORE, it is hereby **AGREED**, by and between the Stryker Local School District Board of Education and the Stryker Education Association, as follows:

1. The modifications to the Agreement set forth herein shall take effect as of August 1, 2023 and shall expire at the end of the current Agreement, unless otherwise agreed upon by the parties.

2. For the duration of the Agreement, the parties agree as follows for purposes of **Article XX – Evaluations**:

    a. The Board and the Association shall establish a committee for purposes of considering changes to the Board-adopted teacher evaluation policy (the "Policy"). The committee shall be comprised of three (3) teachers selected by the SEA and three (3) administrators selected by the Board.

    b. Unless a change to the Policy is required by law, the Board agrees that it shall not modify the existing Policy until the process described herein has occurred.

        i. Any change to the Policy that is not required by Ohio law shall first be considered by the committee.
        ii. In the event the committee is unable to agree on changes to the Policy, the competing proposals for modification of the Policy shall be presented to the Board in public at a regular or special meeting of the Board.
        iii. The Board shall select the proposal for modification of the Policy.

    c. All observations and walkthroughs shall be conducted pursuant to ODE standards. The first formal observation shall be preceded by a pre-observation conference between the evaluator and the teacher within one (1) to two (2) working days. A bargaining unit member will be allowed a post-conference after any observation or walkthrough upon request.

    d. Teachers shall not receive a formal observation on a day before or after the following:

        i. The administration of standardized testing;
        ii. A holiday or any break from scheduled school days (excluding weekends); or
        iii. Any approved leave of absence or sick day.

In the event the deadline for formal observations is in jeopardy of not being met, the above restrictions may be waived provided the observation is announced at least two (2) days in advance.

e. An evaluator must be a full-time, credentialed contracted administrator of the Stryker Local School District.

f. Teachers will be provided with a copy of the evaluation form to be used for the year by the beginning of each school year.

g. Any teacher on continuing contract who received a rating of "Accomplished" on the teacher's most recent evaluation shall be evaluated once every three (3) years, so long as the teacher submits a self-directed professional growth plan to the evaluator that focuses on specific areas identified in the observations and evaluation and the evaluator determines that the teacher is making progress on the plan. Any teacher on a continuing contract who received a rating of "Skilled" on the teacher's most recent evaluation shall be evaluated once every two (2) years, so long as the teacher and evaluator jointly develop a professional growth plan for the teacher that focuses on specific areas identified in the observations and evaluation and the evaluator determines that the teacher is making progress on that plan. In any year a teacher is not formally evaluated as a result of receiving a "Skilled" or "Accomplished" rating on that teacher's most recent evaluation, that teacher shall receive an observation and a conference. This does not preclude the assigned evaluator from completing the full observation process in the off year if deemed necessary.

h. Teachers who have submitted an irrevocable official notice of retirement prior to the November Board of Education meeting of the school year of retirement shall be exempt from the OTES evaluation process.

i. Guidance Counselors

   i. Principals will utilize the ODE rubric form for Counselors.
   ii. Counselors will be evaluated only on the duties they perform for the district.
   iii. Counselor evaluation process, timelines, and procedures will be the same as the OTES for teachers using the appropriate forms.
   iv. Counselors will only be evaluated by a full-time licensed administrator employed by the Board who works in the same building where the counselor is assigned for the majority of his/her work day.
   v. If portfolios are used or required in the process of the evaluation for OTES, the Counselors may choose not to utilize this procedure as it may not apply.
   vi. Student Growth Measures will not be used as a part of the evaluation process for Counselors.

j. The foregoing shall not apply to any bargaining unit members that do not satisfy the statutory definition of a teacher as set forth in Ohio Revised Code section 3319.111.

k. The foregoing shall be solely subject to the grievance procedure contained in the Agreement.

3. For the duration of the Agreement, the parties agree as follows for purposes of **Article XXV – Reduction in Force:**

   For comparing evaluations between teachers for layoff and recall, the following ratings will have the corresponding score: Ineffective – 1; Developing – 2; Skilled – 3, Accomplished – 4.

   The last three (3) years of averaged OTES scores from the Stryker Local School District shall be used to generate a final score. (For example, two (2) years of Skilled and one (1) year of Accomplished ratings would be a rating of 3+3+4=10, divided by three (3) years = 3.33). Scores 0.05 and above will be rounded up to the nearest number. For example, 3.35 will be rounded up to 3.4.

   If less than three (3) years of OTES scores are available from the Stryker Local School District, then the scores that are available from Stryker shall be utilized. (For example, if only two (2) years of scored evaluations are available from the Stryker Local School District then they would be averaged. One (1) year of Skilled and one (1) year of Accomplished ratings would be a rating of 3+4=7, divided by two (2) years = 3.5).

   Averaged scores greater than 1.0 but equal to or less than 2.0 shall be deemed comparable. Averaged scores greater than 2.0 but equal to or less than 3.0 shall be deemed comparable. Averaged scores greater than 3.0 but equal to or less than 4.0 shall be deemed comparable.

Executed, this the 7 day of August, 2023.

STRYKER LOCAL SCHOOL DISTRICT BOARD OF EDUCATION

Superintendent

Board President

Board Treasurer

STRYKER EDUCATION ASSOCIATION

Association President