

STATE EMPLOYMENT  
RELATIONS BOARD

K35776  
2047-01  
16-MED-12-1385

2017 AUG 21 P 3: 39

# MASTER AGREEMENT

BETWEEN

THE BOARD OF EDUCATION  
STOW-MUNROE FALLS CITY SCHOOLS

AND

THE STOW TEACHERS ASSOCIATION

An Affiliate of  
The United Teaching Profession

June 30, 2017 - June 30, 2020\*

\* See Provision in Article XXV., Section (A)

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## **ARTICLE I. PROFESSIONAL NEGOTIATIONS PROCEDURE**

### **SECTION A - PREAMBLE**

It is recognized that the best interests of public education will be served by establishing procedures to provide an orderly method for representatives of the Stow-Munroe Falls School District Board of Education, and representatives of the Stow Teachers Association to discuss matters of mutual concern, and to reach satisfactory agreement on these matters in an atmosphere of understanding and mutual respect.

The Stow-Munroe Falls City School District Board of Education and the Stow Teachers Association mutually agree:

1. That the Stow-Munroe Falls City School District Board of Education, under law, has the final responsibility of establishing policies for the certificated staff and employees of the Stow-Munroe Falls City School District, except as otherwise limited by this Agreement.
2. The Superintendent and the administrative staff have the responsibility of administering established policies as long as no such policy is contrary to this Agreement.

### **SECTION B - RECOGNITION**

1. The Stow-Munroe Falls City School District Board of Education, hereinafter referred to as the "Board," recognizes the Stow Teachers Association, an affiliate of the United Teaching Profession (NEA/OEA/NEOEA), hereinafter referred to as the "Association," as the sole and exclusive bargaining agent of all certificated personnel employed by the Board. All Supervisory, Managerial or Confidential Employees as defined in Section 4117.01 (F), (K) and (J) of the Ohio Revised Code, respectively, Home Instruction Tutors, and all persons employed as Substitute Teachers in any school in the Stow-Munroe Falls City School District for less than sixty (60) days in the same assignment during the current school year are excluded.
2. The purpose of such recognition shall be to bargain collectively in accordance with Chapter 4117 of the Ohio Revised Code unless the parties agree otherwise as set forth in this Agreement.
3. A bargaining unit member, hereinafter referred to as "teacher," shall be afforded the right to be represented by an Association representative at any meeting concerning a term or condition of employment.

### **SECTION C - INITIATING THE NEGOTIATIONS PROCESS**

1. A written request for a meeting to discuss initiating negotiations will be submitted by the Association President to the Superintendent or by the Superintendent to the President of the Association.

2. Within ten (10) calendar days after receipt of a request for such a meeting, the Superintendent and the Association President shall confer in order to establish a time and place for a meeting and a proposed agenda.
3. The first negotiations session shall occur within twenty-five (25) work days after the date of request, unless a mutually satisfactory later date is agreed upon.
4. Additional items may be added to the agenda of a negotiation session by mutual consent of both parties.
5. Any item affecting teacher welfare, professional practices, the educational program or any item of concern to either party may be an item of negotiation.
6. Negotiations shall be held so as not to conflict with teacher negotiator's duties, but teacher negotiators may, when necessary, be released from duties by the Superintendent without loss of pay to attend meetings.
7. Each Negotiating Team shall have full power and authority to negotiate on behalf of their constituents.

**SECTION D - PROCEDURES WHILE NEGOTIATIONS ARE IN PROGRESS**

1. Exchange of Information:

The Board agrees to furnish the Association, upon request and in reasonable time, all available information concerning financial resources of the District.

2. Assistance

a. Professional:

The parties may call upon competent professional and lay representatives to consider matters under discussion and to make suggestions. Such consultants may be used in negotiations sessions.

b. Session Minutes:

Either party may take such minutes of the sessions in any format they desire.

3. Recess:

The chief spokesperson of either party may call a recess for an independent caucus at any time. Caucuses shall be of reasonable length.

4. Progress Reports and News Releases:

While negotiations are in progress, interim reports of progress may be made to the Association and the Board by their respective Negotiations Teams.

5. Schedule of Subsequent Meetings:

Until ratification by the parties, no meeting shall be concluded until there is agreement on the time and place for the next meeting.

**SECTION E - ITEM AGREEMENT**

As the Negotiations Teams reach agreement on individual items, the agreement shall be reduced to written form and initialed by each party. Such initialing shall indicate preliminary agreement and shall not constitute final agreement and approval.

**SECTION F - DISAGREEMENT**

1. Should the negotiating parties be unable to reach agreement within forty-five (45) days of the expiration date of the current Agreement, either party has the right to declare in writing an impasse.
2. Following declaration of impasse, the parties shall jointly request the services of a mediator from the Federal Mediation and Conciliation Services (FMCS).
3. In the event the members of the joint negotiation committee are unable to reach agreement within ten (10) days of the expiration of the existing Agreement, then the Association shall have the right to proceed in accordance with Sections 4117.14 (D) (2) and 4117.18(C) of the Ohio Revised code. Such rights being modified by future changes, if any, to the Ohio Revised Code.

**SECTION G - AGREEMENT**

1. When agreement on all items under negotiation is reached by the negotiating parties, the Agreement shall be reduced to written form and initialed by the appropriate officers.
2. The Agreement will be distributed to all members of the bargaining unit for a period of five (5) calendar days prior to ratification vote.
3. When the Agreement is approved, first by vote of the Association membership, and then by vote of the Board, it shall be signed by both parties and become a part of the official minutes of the Board.

**SECTION H - RIGHTS OF INDIVIDUALS**

Nothing in this Document shall deny any certificated employee his/her right to be heard through established channels of the Board.



## **SECTION I - RENEGOTIATION**

On request of the Board or the Association, following any action by the Ohio General Assembly, changes in Federal Law, changes in the financial status of the District, affecting any agreement or part thereof in effect, renegotiation shall occur on any or all of those parts of the Agreement affected by such actions. Procedures followed will be those contained in Article I, Section C (Initiating the Negotiations Process).

If during the life of this Agreement, bargaining is necessary due to impact, severability, or a specified reopener provision in the Agreement, the parties shall meet and bargain. If mid-term bargaining does not result in agreement between the parties within forty-five (45) days of the first bargaining session, either party may request the services of a Mediator through the Federal Mediation Conciliatory Service. All other terms and conditions of the Contract shall remain in force.

If agreement cannot be reached after receiving services of a mediator for a period of forty-five (45) days, the status quo shall be maintained and shall not be subject to change within the remainder of the Agreement or be the subject of future bargaining during the term of this Agreement.

## **SECTION J - AMENDMENTS TO THE PROFESSIONAL NEGOTIATIONS POLICY**

If changes in this policy are desired, fifteen (15) days notification of a desired meeting to consider the matter shall be given by the party proposing the meeting, after which procedures in Article I, Section D, will be followed. All amendments hereinafter made shall be attached in the form of articles.

## **ARTICLE II. GRIEVANCE PROCEDURE**

### **SECTION A - DEFINITIONS**

1. A "complaint" shall exist when a bargaining unit member or the Association, hereinafter referred to as the "complainant," maintains that:
  - a. There has been a violation, misinterpretation, or inequitable application of any provisions of the written Agreement entered into between the Board and the Association or any Board or administrative personnel policy or practice directly related thereto, setting forth the understanding of the parties upon these matters negotiated and agreed to.
  - b. That the "complainant" has been treated inequitably by reasons of any act or condition which is contrary to established Board policy or practice governing or affecting employees; and
  - c. When the "complainant" shall have made informal contact with his/her Principal or Immediate Supervisor concerning the matter.

- d. "Days" shall be actual working school days, except during the summer recess when "days" shall be calendar days exclusive of weekends and holidays.
2. A "grievance" shall exist when the "complainant" is not satisfied with the disposition of his/her complaint through the informal channels and desires to initiate Formal Procedures.
    - a. A "grievant" is the original "complainant" who has the assistance of the Association in initiating Formal Grievance Procedures, starting at Level I.
    - b. There shall be a thirty (30) day statute of limitations imposed commencing upon the day the action occurred which stimulated the complaint. Any complaint allowed to go unnoticed or unprotested for thirty (30) days shall be null and void. In the event an initial date cannot be determined by the parties, the Superintendent shall establish a date by hearing.
    - c. The term "grievance" shall not apply to any matter to which: (1) the method of review is prescribed by law, or (2) the Board is without authority to act.
    - d. Either party shall be allowed one (1) automatic extension of time limits contained in this Article per grievance; however, such an extension cannot be used to extend the statute of limitations (Article II(A)(2)(b)). Additional time limits may be extended by mutual agreement of the parties.

### **SECTION B - PURPOSE**

The purpose of this procedure is to secure, at the lowest possible level and in the quickest possible time, solutions to grievances of all bargaining unit members. Both parties agree that these proceedings shall be kept confidential as may be appropriate at any stage, formal or informal.

### **SECTION C - PROCEDURES**

#### Informal Level:

The complainant shall first try to resolve the complaint through informal discussion with his/her Principal or Immediate Supervisor.

#### Formal Level I:

If a grievant believes there is a basis for a grievance, the aggrieved, with the Association agent(s) shall present a written formal claim (Form A) to the Immediate Administrator with a copy provided to the Director of Human Resources. Within seven (7) days of receipt of the grievance, the Administrator shall meet with the grievant to resolve the matter. Within five (5) days of this meeting, the Administrator shall indicate,

in writing, his/her disposition of the grievance (Form B) and forward it to the grievant and the Association President. If such disposition is not timely filed, the grievance shall be sustained.

Formal Level II:

If the grievant, with concurrence of the Association, is not satisfied with the disposition of the grievance at Level I, the grievant, with the Association agent(s), shall present the grievance (Form A) to the Superintendent within fourteen (14) days. Within seven (7) days of receipt of the grievance, the Superintendent shall meet with the grievant and Association agent(s) to resolve the grievance. Within five (5) days of this meeting, the Superintendent shall indicate, in writing, his/her disposition of the grievance (Form B) and forward it to the grievant and the Association President. If such disposition is not timely filed, the grievance shall be sustained.

Formal Level III:

If the grievant, with concurrence of the Association, is not satisfied with the disposition of the grievance at Level II, the grievant, with the Association agent(s), shall submit the grievance (Form A) to the President of the Board, with a copy to the Superintendent, within twenty-eight (28) days. Within fourteen (14) days of receipt of the grievance, or at the next regularly scheduled board meeting, whichever occurs later, the Board, in Executive Session, will meet with the grievant and the Association agent(s) to resolve the matter. Within five (5) days of this meeting, the Board President shall indicate, in writing (Form B), the Board's disposition of the grievance and forward it to the grievant and the Association President. If such disposition is not timely filed, the grievance shall be sustained.

Formal Level IV:

1. If the grievant, with concurrence of Association, is not satisfied with the disposition of the grievance at Level III, the Association may within seven (7) days submit the grievance to arbitration by the American Arbitration Association whose rules and regulations shall likewise govern the proceedings.

- a. Binding:

- For grievances where the issue(s) relate(s) to the terms of the negotiated Master Agreement, the Arbitrator's decision shall be binding on both the Board and the Association.

- b. Advisory:

- For any grievance where the issue(s) does/do not relate to the conditions set forth in Paragraph a, above, the Arbitrator's decision shall not be binding on either the Board or the Association.

2. The Arbitrator may not add to, alter, or delete from the terms of Board policy or terms of the Agreement.
3. Costs for services of the Arbitrator will be borne equally by the Board and the Association.

#### **SECTION D - SCOPE OF APPLICATION**

This Grievance Procedure governs all members of the bargaining unit.

#### **SECTION E - PROFESSIONAL RIGHTS PROVISION**

No reprisals of any kind will be taken by either party or by any member of the Administration against any party in interest, any school representative, any member of the Association, or any participant in the Grievance Procedure by reason of such participation.

#### **SECTION F - MISCELLANEOUS**

1. So that the grievance can be processed as rapidly as possible, time limits at each level should be considered as a maximum and every effort should be made to expedite the process.
2. In the event a grievance is filed or being processed on or after June 1, the time limits set forth herein shall be expedited so that the Grievance Procedure may be exhausted prior to the end of the school term or as soon thereafter as is practicable.
3. The Association shall have the right to initiate district-wide grievances at Formal Level II of the Grievance Procedure.
4. Every effort will be made to avoid interruption of classroom activities and to avoid the involvement of students in all phases of the Grievance Procedure.

### **ARTICLE III. COMPENSATION**

#### **SECTION A - BASIC SALARY SCHEDULE**

1. Salary Schedule – Modified index system  
Effective 2017-2018 – 2% base salary increase  
Effective 2018-2019 – 2% base salary increase  
Effective 2019-2020 – 2% base salary increase  
Effective 2020-2021 – 2% base salary increase (subject to ARTICLE XXVI., EFFECTS OF THE CONTRACT, SECTION A - LENGTH)
2. Up to ten (10) years of prior service in public schools, chartered private schools in Ohio, and/or military service will be credited for placement on the schedule.

3. Longevity Step is dependent upon each school year composed of not fewer than one hundred twenty (120) days.
4. Semester hours, in order to be applied to the Bachelors and Masters Columns, must be in the employee's teaching field. Courses outside his/her teaching field must have approval of the Superintendent or designee. Teachers are encouraged to obtain prior approval, if possible, to assure credit. Effective July 1, 2013, all newly employed teachers shall be placed on the salary schedule training columns based upon Article III, (A) (1), page 9 (2011-2013 STA Agreement) with the new base salaries, subject to receipt of an official transcript(s) by October 1 or February 1 from an ODE approved accredited college or university. All other teachers employed prior to July 1, 2013, shall continue to be placed on the training columns as specified in Article III, (A) (1), page 10 (2011-2013 STA Agreement) until October 1, 2015, subject to receipt of an official transcript(s) by October 1 or February 1 from an ODE approved accredited college or university.
5. Longevity increments at Steps 17, 21, 24, and 27 are provided. Full-time teachers at the top of the teachers' salary schedule or those not eligible for step movement shall be paid \$1,000 during 2013-2014 school year only which shall be distributed during the normal payroll cycles. The Board shall prorate the \$1,000 payment for teachers working less than full-time. The prorated compensation shall be equivalent to the percent of full-time the teacher is employed by the Board.
6. Salaries will be calculated on the following index:

STOW-MUNROE FALLS CITY SCHOOLS  
STOW, OHIO

TEACHER'S SALARY SCHEDULE INDEX – Revised effective July 1, 2017

<u>YEARS EXP</u>	<u>BACH DEGREE</u>	<u>BACH +18 SH</u>	<u>BACH'S + 30 SH</u>	<u>MASTER or BA +45 SH</u>	<u>Ma +15 or BA +60 SH</u>
STEP 0	1.000	1.021	1.053	1.087	1.110
STEP 1	1.039	1.062	1.099	1.137	1.160
STEP 2	1.078	1.102	1.145	1.187	1.209
STEP 3	1.167	1.199	1.255	1.306	1.328
STEP 4	1.212	1.247	1.309	1.365	1.388
STEP 5	1.257	1.295	1.364	1.425	1.448
STEP 6	1.301	1.343	1.418	1.484	1.507
STEP 7	1.346	1.391	1.473	1.544	1.567
STEP 8	1.391	1.440	1.528	1.604	1.626
STEP 9	1.435	1.488	1.582	1.663	1.686
STEP 10	1.480	1.536	1.637	1.723	1.745
STEP 11	1.527	1.857	1.695	1.785	1.808
STEP 12	1.574	1.638	1.753	1.848	1.870
STEP 13	1.621	1.689	1.811	1.910	1.933
STEP 14	1.661	1.729	1.851	1.95	1.973
STEP 17	1.701	1.769	1.891	1.99	2.013
STEP 21	1.744	1.817	1.947	2.049	2.072
STEP 24	1.784	1.857	1.987	2.089	2.112
STEP 27	1.824	1.897	2.027	2.129	2.152

TUTORS INDEX

<u>Years Exp</u>	<u>B</u>	<u>B +18</u>	<u>Bach +30</u>
0 - 3	1.000	1.021	1.053
4 - 6	1.078	1.102	1.145
7 - 9	1.212	1.247	1.309
10 -12	1.301	1.343	1.418
13+	1.391	1.440	1.528

STOW-MUNROE FALLS CITY SCHOOLS  
TEACHERS' SALARY SCHEDULE

Effective July 1; 2017 through June 30, 2018

<u>Years Exp.</u>	<u>Bachelor Degree</u>	<u>Bachelor's +18 SH</u>	<u>Bachelor's +30 SH</u>	<u>Master's BA+45 SH</u>	<u>Master's +15 Bachelor +60</u>
0	38,954	39,772	41,018	42,343	43,239
1	40,473	41,369	42,810	44,290	45,186
2	41,992	42,927	44,602	46,238	47,095
*3	45,459	46,706	48,887	50,874	51,731
4	47,212	48,575	50,991	53,172	54,068
5	48,965	50,445	53,133	55,509	56,405
6	50,679	52,315	55,236	57,807	58,703
7	52,432	54,185	57,379	60,145	61,041
8	54,185	56,093	59,521	62,482	63,339
9	55,899	57,963	61,625	64,780	65,676
10	57,652	59,833	63,767	67,117	67,974
11	59,482	61,820	66,027	69,533	70,428
12	61,313	63,806	68,286	71,987	72,844
13	63,144	65,793	70,545	74,402	75,298
14	64,702	67,351	72,103	75,960	76,856
17	66,260	68,909	73,662	77,518	78,414
21	67,935	70,779	75,843	79,816	80,712
24	69,494	72,337	77,401	81,374	82,270
27	71,052	73,895	78,959	82,933	83,829

\*Double Increment

TUTORS HOURLY RATE

<u>Years Exp</u>	<u>B</u>	<u>B+18</u>	<u>Bach +30</u>
0 - 3	24.18	24.69	25.47
4 - 6	26.07	26.65	27.69
7 - 9	29.31	30.16	31.66
10 - 12	31.46	32.48	34.29
13+	33.64	34.83	36.95

STOW-MUNROE FALLS CITY SCHOOLS  
TEACHERS' SALARY SCHEDULE

Effective July 1, 2018 through June 30, 2019

Years Exp.	Bachelor Degree	Bachelor's +18 SH	Bachelor's +30 SH	Master's BA+45 SH	Master's +15 Bachelor +60
0	39,733	40,567	41,839	43,190	44,103
1	41,282	42,196	43,666	45,176	46,090
2	42,832	43,786	45,494	47,163	48,037
*3	46,368	47,640	49,865	51,891	52,765
4	48,156	49,547	52,010	54,235	55,149
5	49,944	51,454	54,196	56,619	57,533
6	51,692	53,361	56,341	58,964	59,877
7	53,480	55,268	58,527	61,348	62,261
8	55,268	57,215	60,712	63,732	64,606
9	57,017	59,123	62,857	66,076	66,990
10	58,805	61,030	65,043	68,460	69,334
11	60,672	63,056	67,347	70,923	71,837
12	62,540	65,082	69,652	73,426	74,300
13	64,407	67,109	71,956	75,890	76,804
14	65,996	68,698	73,546	77,479	78,393
17	67,586	70,287	75,135	79,068	79,982
21	69,294	72,195	77,360	81,413	82,327
24	70,883	73,784	78,949	83,002	83,916
27	72,473	75,373	80,539	84,591	85,505

\*Double Increment

TUTORS HOURLY RATE

<u>Years Exp</u>	<u>B</u>	<u>B +18</u>	<u>Bach +30</u>
0 - 3	24.67	25.19	25.98
4 - 6	26.59	27.18	28.24
7 - 9	29.90	30.76	32.29
10 -12	32.09	33.13	34.98
13+	34.31	35.52	37.69



STOW-MUNROE FALLS CITY SCHOOLS  
TEACHERS' SALARY SCHEDULE

Effective July 1, 2019 through June 30, 2020

<u>Years Exp.</u>	<u>Bachelor Degree</u>	<u>Bachelor's +18 SH</u>	<u>Bachelor's +30 SH</u>	<u>Master's BA+45 SH</u>	<u>Master's +15 Bachelor +60</u>
0	40,528	41,379	42,675	44,053	44,986
1	42,108	43,040	44,540	46,080	47,012
2	43,689	44,661	46,404	48,106	48,998
*3	47,296	48,593	50,862	52,929	53,821
4	49,119	50,538	53,051	55,320	56,252
5	50,943	52,483	55,280	57,752	58,684
6	52,726	54,428	57,468	60,143	61,075
7	54,550	56,374	59,697	62,575	63,507
8	56,374	58,360	61,926	65,006	65,898
9	58,157	60,305	64,115	67,397	68,329
10	59,981	62,250	66,344	69,829	70,721
11	61,886	64,317	68,694	72,342	73,274
12	63,790	66,384	71,045	74,895	75,786
13	65,695	68,451	73,395	77,408	78,340
14	67,316	70,072	75,016	79,029	79,961
17	68,937	71,693	76,638	80,650	81,582
21	70,680	73,639	78,907	83,041	83,973
24	72,301	75,260	80,528	84,662	85,594
27	73,922	76,881	82,149	86,283	87,215

\*Double Increment

TUTORS HOURLY RATE

<u>Years Exp</u>	<u>B</u>	<u>B +18</u>	<u>Bach +30</u>
0 - 3	25.16	25.69	26.49
4 - 6	27.12	27.73	28.81
7 - 9	30.50	31.38	32.94
10 -12	32.73	33.79	35.68
13+	35.00	36.23	38.45

STOW-MUNROE FALLS CITY SCHOOLS  
TEACHERS' SALARY SCHEDULE

Effective July 1, 2020 through June 30, 2021

<u>Years Exp.</u>	<u>Bachelor Degree</u>	<u>Bachelor's +18 SH</u>	<u>Bachelor's +30 SH</u>	<u>Master's BA+45 SH</u>	<u>Master's +15 Bachelor +60</u>
0	41,338	42,206	43,529	44,934	45,885
1	42,950	43,901	45,431	47,001	47,952
2	44,562	45,555	47,332	49,068	49,978
*3	48,242	49,564	51,879	53,988	54,897
4	50,102	51,549	54,112	56,426	57,377
5	51,962	53,533	56,385	58,907	59,858
6	53,781	55,517	58,617	61,346	62,296
7	55,641	57,501	60,891	63,826	64,777
8	57,501	59,527	63,165	66,306	67,216
9	59,320	61,511	65,397	68,745	69,696
10	61,180	63,495	67,670	71,226	72,135
11	63,123	65,604	70,068	73,788	74,739
12	65,066	67,712	72,466	76,393	77,302
13	67,009	69,820	74,863	78,956	79,907
14	68,663	71,474	76,517	80,609	81,560
17	70,316	73,127	78,170	82,263	83,214
21	72,094	75,111	80,485	84,702	85,653
24	73,747	76,765	82,139	86,355	87,306
27	75,401	78,418	83,792	88,009	88,960

\*Double Increment

TUTORS HOURLY RATE

<u>Years Exp</u>	<u>B</u>	<u>B +18</u>	<u>Bach +30</u>
0 - 3	25.66	26.20	27.02
4 - 6	27.67	28.28	29.39
7 - 9	31.11	32.00	3.59
10 -12	33.39	34.47	36.39
13+	35.70	36.96	39.21

**HOURLY COMPENSATION**

Hourly compensation for non-contracted tutors and non-supplemental contract holders shall be paid at the Tutor Hourly Rate.

The current Curriculum Rate is \$35.36 per hour, which shall be permanently frozen, effective July 1, 2017.

Any teacher currently paid for hourly work, as described above, at the curricular rate versus the Tutor Hourly Rate shall continue to be paid at the higher rate until the Tutor Hourly Rate exceeds the Curriculum Rate.

## SECTION B - EXTRACURRICULAR DUTIES/SALARY SCHEDULE

Each member of the bargaining unit who has the responsibility for any extracurricular activities will be paid according to the following schedule.1

### EXTRA DUTY ROSTER CATEGORIES

<u>CATEGORY 1</u> 21%	<u>CATEGORY 2</u> 15%	<u>CATEGORY 3</u> 13%
a. Athletic Director b. Basketball c. Football	a. Volleyball b. Wrestling	a. Baseball b. Soccer c. Softball d. Track e. Swimming f. Auditorium Manager
<u>CATEGORY 4</u> 12%	<u>CATEGORY 5</u> 11%	<u>CATEGORY 6</u> 9%
a. Band-Marching	a. Cross Country b. Field Hockey c. Tennis d. Lacrosse e. Senior Class Advisor	a. Cheerleaders b. Faculty Manager c. Golf d. Gymnastics e. Entry Year Program Coordinator
<u>CATEGORY 7</u> 8%	<u>CATEGORY 8</u> 7%	<u>CATEGORY 9</u> 6%
a. Computer Consultant b. Drama	a. Student Council b. Saturday School	a. Debate b. Intramural c. Music Instrumental d. Music Vocal e. Entry Year Teacher Mentor
<u>CATEGORY 10</u> 5%	<u>CATEGORY 11</u> 4%	<u>CATEGORY 12</u> 3%
a. Elementary Split b. Yearbook c. TWE Coordinator	a. Play Director b. National Honor Society c. Junior Class Advisor d. Musical Drama Director e. New District Teacher Mentor	a. Academic Challenge b. Academic Decathlon c. Grade Level Chair d. Science Olympiad e. Math Counts f. Power of Pen g. Musical Director h. Weight Room Supervisor i. Sophomore Class Advisor j. DECA k. HERO l. Madrigals

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1 Any supplemental contract holder shall not accept compensation or any type of remuneration from sources other than the Board of Education.

CATEGORY 13

2%

- a. Safety Patrol
- b. Ski Club
- c. Spelling Bee
- d. Freshman Class Advisor
- e. Musical Producer
- f. Interact
- g. Key Club
- h. Assistant to GLC (Lakeview)
- i. Assistant to GLC (1 per elementary bldg)
- j. Teambackers
- k. S.A.D.D. (Students Against Destructive Decisions)
- l. E.C.S. (Environmentally Concerned Students)

CATEGORY 13 (con'd)

2%

- m. A.F.S. (American Field Service)
- n. Chess Club
- o. Spectrum
- p. Photo Club
- q. Stow Student News
- r. Foreign Language Clubs (1 per language)
- s. Stohion
- t. Play-Senior Class Technical Assistant Director
- u. Play-Junior Class Technical Assistant Director

CATEGORY 14

1%

- a. Camp Counselor
- b. Band Camp

**EXTRA DUTY ROSTER CATEGORIES**

		<u>0-5 Years</u>	<u>6+ Years</u>
<u>CATEGORY 1</u>			
Head High School	21%	1.00	1.10
Assistant High School	13%	1.00	1.10
Head 9th	11%	1.00	1.10
Assistant 9th	10%	1.00	1.10
Head Kimpton	9%	1.00	1.10
Assistant Kimpton	8%	1.00	1.10
<u>CATEGORY 2</u>			
Head High School	15%	1.00	1.10
Assistant High School	10%	1.00	1.10
Head 9th	9%	1.00	1.10
Assistant 9th	8%	1.00	1.10
Head Kimpton	9%	1.00	1.10
Assistant Kimpton	8%	1.00	1.10
<u>CATEGORY 3</u>			
Head High School	13%	1.00	1.10
Assistant High School	9%	1.00	1.10
Head 9th	9%	1.00	1.10
Assistant 9th	8%	1.00	1.10
Head Kimpton	7%	1.00	1.10
Assistant Kimpton	6%	1.00	1.10
<u>CATEGORY 4</u>			
Head High School	12%	1.00	1.10
Assistant High School	7%	1.00	1.10
Head 9th	6%	1.00	1.10
Assistant 9th	5%	1.00	1.10
Head Kimpton	6%	1.00	1.10
Assistant Kimpton	5%	1.00	1.10

CATEGORY 5

Head High School	11%	1.00	1.10
Assistant High School	6%	1.00	1.10
Head 9th	6%	1.00	1.10
Assistant 9th	5%	1.00	1.10
Head Kimpton	6%	1.00	1.10
Assistant Kimpton	5%	1.00	1.10

CATEGORY 6

Head High School	9%	1.00	1.10
Assistant High School	6%	1.00	1.10
Head 9th	5%	1.00	1.10
Assistant 9th	4%	1.00	1.10
Head Kimpton	5%	1.00	1.10
Assistant Kimpton	4%	1.00	1.10

CATEGORY 7

Head	8%	1.00	1.10
Assistant	6%	1.00	1.10
Head Kimpton	4%	1.00	1.10
Assistant Kimpton	2%	1.00	1.10

CATEGORY 8

Head High School	7%	1.00	1.10
Assistant High School	5%	1.00	1.10
Head 9th	3%	1.00	1.10
Assistant 9th	2%	1.00	1.10
Head Kimpton	3%	1.00	1.10
Assistant Kimpton	2%	1.00	1.10
Elementary	2%	1.00	1.10

CATEGORY 9

Head High School	6%	1.00	1.10
Assistant High School	4%	1.00	1.10
Head 9th	4%	1.00	1.10
Assistant 9th	2%	1.00	1.10
Head Kimpton	4%	1.00	1.10
Assistant Kimpton	2%	1.00	1.10
Elementary	2%	1.00	1.10

CATEGORY 10

Head High School	5%	1.00	1.10
Assistant High School	4%	1.00	1.10
Head Kimpton	3%	1.00	1.10
Assistant Kimpton	2%	1.00	1.10

CATEGORY 11

Head	4%	1.00	1.10
Assistant	2%	1.00	1.10

CATEGORY 12

Head	3%	1.00	1.10
Assistant	2%	1.00	1.10

CATEGORY 13

All Persons	2%	1.00	1.10
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CATEGORY 14

All Persons	1%	1.00	1.10
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- A. For placement on the Extracurricular Duty Roster:
1. Up to three (3) years' credit for service in the same assignment in another school district will be granted.
  2. Service in Stow-Munroe Falls does not need to be consecutive, but for service to count toward the longevity step, a supplemental contract must be on file and service must be in the same assignment.
- B. The following criteria shall also apply:
1. Head Coaches in Category 1 and Category 2 shall not be assigned supervision duties from one (1) week before the season to two (2) weeks after the season.
  2. Elementary teachers who are coaches shall have a coaching schedule that does not conflict with their teaching assignment.

Ratios are based on the B.A. minimum on the Salary Schedule. Club sponsorship, productions, or any other additions are subject to prior Board approval for reimbursement.

Any other activity for public presentation requiring short-term after-school supervision over students not included in the above categories will be compensated by reimbursement of any reasonable expenses incurred by the supervising teacher upon the presentation of vouchers.

- C. A Joint Supplemental Committee shall be established to: review/examine extracurricular offerings with input from stakeholders.
1. The Committee will determine if changes are needed to the Extra Duty Roster based upon cost implications, duties and responsibilities, available funds and competitiveness;
  2. The Committee will be comprised of up to six (6) members appointed by the STA President and six (6) members appointed by the Superintendent.
  3. The Committee will submit its first joint report and recommendation concerning supplemental positions/compensation for positions to the Association and the Board by May 15, 2017, or as soon thereafter as is reasonably possible.
  4. The Committee will meet on an annual basis and provide an updated joint report by the second Wednesday in May, as needed.

- Recommendations from the Committee, if approved by the Association and the Board shall be memorialized in a Memorandum of Understanding which shall be appended to this negotiated agreement.

**SECTION C - EXTENDED SERVICE PERSONNEL**

- Compensation for the positions listed below will be calculated by using the listed ratio times the person's placement on the Salary Schedule. This is in addition to the person's salary on the Salary Schedule.

<u>Ratio x Salary Schedule</u>	<u>Ratio</u>	<u># of Days</u>
Speech & Hearing Therapist	.085	10
Guidance Counselor	.085	10
Library Media Specialist	.05556	10
Band Director	.05556	10
Assistant Band Director	.02778	5
Psychologist	.1111	20
Content Specialists	.02778	5
Gifted Coordinator	.05556	10
Resident Educator Coordinator	.02778	5
TWE Coordinator	.05556	10

- Annually, the Association President and the Superintendent will meet with personnel subject to extended time to establish a mutually agreed schedule.

**SECTION D - SEVERANCE PAY**

Severance Pay is recognition at retirement for persons who have unused Sick Leave accumulated. The following rules and regulations will apply to the payment of Severance Pay for all members of the bargaining unit.

- Severance Pay for unused Sick Leave will be calculated according to the following schedule:

At the rate of one (1) day of pay for every three (3) days of unused Sick Leave times the per diem rate at the time of retirement up to an accumulated three hundred (300) days of unused Sick Leave for a total of one hundred (100) days.

- Extracurricular pay and overtime are not included in the calculation of the per diem rate.
- The number of days in the calculation will be identical to the number of days used in calculating a "deduct."
- For part-time employees, the calculation of Sick Leave determines the Severance Pay rate. If a person is a four (4) hour employee, he/she earns Sick Leave at the rate of four (4) hours per diem and Severance Pay would be calculated on that daily rate.

5. For persons on Extended Service, the total contract figure is divided by the total number of work days for the year.
6. When the retiree notifies the Treasurer's office that the first retirement check has been endorsed, the severance payment for all members of the bargaining unit under the age of 55 will be made in one (1) lump sum as payment chargeable to the payroll accounts of the Board. Withholding taxes are charged to Severance Pay, but retirement deductions are not. (These employees are not eligible to participate in the Special Pay Plan).

All members of the bargaining unit turning age 55 or older in the calendar year in which they retire shall take part in the Special pay plan. It is understood that the vendor used by the Treasurer's office for this retirement plan does not charge a fee for the transmittal.

- a. If a retiring member is a participant in the Special Pay Plan, the employer contribution shall be made in a lump sum to the company on his/her behalf under the Special Pay Plan in an amount equal to the lesser of:
    1. The total amount of the participant's severance pay or
    2. The maximum contribution amount allowable under the terms of the Special Pay Plan.
  - b. To the extent that a Special Pay Plan participant's pay exceeds the maximum allowable under the Special Pay Plan for a calendar year, the excess shall be payable in a lump sum within thirty (30) days following the payment made to the Special Pay Plan.
  - c. If a member is entitled to have a contribution paid to a Special Pay Plan and dies prior to such contribution being paid to the plan, the contribution shall be paid to the estate of the deceased member.
7. If a member of the bargaining unit dies while employed, or at any time prior to the actual receipt of Severance Pay, then the Severance Pay shall be paid to his/her designated beneficiary within sixty (60) days of notification of the death. The Board shall provide a Designation of Beneficiary Form for this purpose.
  8. Any person who retires from his/her employment with the Stow-Munroe Falls Board may collect Severance Pay only once during his/her lifetime. This applies particularly to Disability Retirement to the extent that a person on Disability Retirement must make the choice of collecting Severance Pay at the time of original retirement or deferring it in the event that he/she returns to work. At the time of Disability Retirement, it is the employee's responsibility to notify the Board of his/her choice.



## **SECTION E - LIMITED NOTIFICATION BONUS**

Any member of the bargaining unit eligible for service retirement shall be entitled to a limited notification bonus in addition to severance payment upon satisfaction of the following requirements:

1. The individual must be employed by the Stow-Munroe Falls City School District as a teacher/tutor at the time he/she submits the letter of resignation for purposes of retirement.
2. The teacher/tutor must submit an irrevocable letter of resignation to the Superintendent by February 1 of the school year of retirement. The effective date of retirement shall be the end of the school year.
3. The teacher/tutor must have completed a minimum of ten (10) years of service with the Stow-Munroe Falls City Schools.
4. The teacher/tutor must be eligible for retirement under STRS rules at the end of the school year in which the letter is submitted.
5. The teacher/tutor must actually retire.

Teachers who satisfy the preceding shall receive a limited notification bonus of \$5,000. The bonus shall be paid in January of the calendar year following retirement.

Individuals who have retired before the effective date of this agreement are not eligible for the Limited Notification Bonus.

## **SECTION F - SUMMER SCHOOL PAY**

### 1. Summer School Teachers

In the selection of a Summer School staff, teachers and Administrators are appointed preferably from among Stow-Munroe Falls City School personnel, on the basis of qualifications for summer assignments. Summer school teachers will be paid at the Tutor Hourly Rate. The current Curriculum Rate is \$35.36 per hour, which shall be permanently frozen, effective July 1, 2017. Any teacher currently paid for Summer School, as described above, at the curricular rate versus the Tutor Hourly Rate shall continue to be paid at the higher rate until the Tutor Hourly Rate exceeds the Curriculum Rate.

### 2. Curricular Study

- a. Curricular Assignments During the School Year:  
Teachers engaged in curricular assignments (i.e. writing graded courses of study) during the school year shall be given Released Time or be compensated at the Tutor Hourly Rate.

- b. Curricular Assignments During the Summer:  
Teachers engaged in curricular assignments (i.e. writing graded courses of study) during the summer shall be compensated for the assignment. Compensation shall be at the Tutor Hourly Rate. The current Curriculum Rate is \$35.36 per hour, which shall be permanently frozen, effective July 1, 2017. Any teacher currently paid for hourly work, as described above, at the curricular rate versus the Tutor Hourly Rate shall continue to be paid at the higher rate until the Tutor Hourly Rate exceeds the Curriculum Rate.

### **SECTION G - PROFESSIONAL DEVELOPMENT**

When compensation is offered for voluntary workshops held during the summer or Saturdays, the compensation will be at the established substitute rate.

### **SECTION H - ATTENDANCE COMPENSATION**

Each teacher who has three (3) or fewer days of chargeable absence against either Sick Leave or Unrestricted Personal Leave shall be reimbursed on the following schedule. A teacher who has used:

- No days of either Sick Leave or Unrestricted Personal Leave during the school year shall receive Five Hundred Dollars (\$500.00).
- Any combination of One (1) or Two (2) days of Sick Leave and/or Unrestricted Personal Leave during the school year shall receive Two Hundred Fifty Dollars (\$250.00).
- Any combination of Three (3) days of Sick Leave and/or Unrestricted Personal Leave during the school year shall receive Two Hundred Dollars (\$200.00).

To be eligible, a teacher must have been employed for the full school year. Half-time teachers shall receive one-half ( $\frac{1}{2}$ ) of the above amounts. This pay shall be issued in a separate check no later than July 1.

### **SECTION I - TAX DEFERMENT**

The Board agrees to provide a Tax Deferral to all employees by picking up each employee's total State Teachers Retirement System contribution and paying such contributions directly to the State Teachers Retirement System. The employee will pay the contribution directly to the Board. Taxes for each employee will be deducted after the contribution has been paid, thus reducing tax amounts. Taxes will have to be paid on a deferred basis for such contributions at the time of retirement.

### **SECTION J - TUTORS' PAY AND BENEFITS**

#### 1. Definition

A tutor is a certificated/licensed professional that works with small groups of

students at an hourly rate in order to provide support, intervention and/or to supplement general classroom instruction.

2. Responsibilities

The tutor shall not be responsible for the total instruction of the subject areas, assignment of grades or the granting of credit at the high school level.

3. All tutors in the bargaining unit shall receive a limited contract and be paid according to their position on the salary scale for all hours scheduled according to the following base rates:

Current rate in each year of the contract:

<u>Years Exp</u>	<u>Bachelors</u>	<u>B +19</u>	<u>Bach +30</u>
0 - 3	1.000	1.021	1.053
4 - 6	1.078	1.102	1.145
7 - 9	1.212	1.247	1.309
10 -12	1.301	1.343	1.418
13+	1.391	1.440	1.528

Up to ten (10) years of prior service in public schools, chartered private schools in Ohio, and/or military service will be credited for placement on the Salary Schedule.

Longevity steps shall be awarded to those tutors who have worked one hundred twenty (120) days in one (1) school year.

Each tutor shall be paid for the time scheduled whether the student is in school or absent.

All tutors will begin work on the first teacher day of the school year and end no earlier than two (2) weeks before the end of the school year. This includes District In-Service Day.

4. Tutors shall pay for benefits according to Article IV Section C.
5. Tutors who are members of the bargaining unit shall accrue Sick Leave at the rate of one and one-fourth (1 1/4) days per month pro-rated according to the number of hours scheduled to work.
6. Tutors shall be paid for calamity days at the rate and hours they are scheduled to work that day.
7. Tutors shall be paid for up to one (1) hour per conference for IEP Conferences that cannot be held during scheduled work time and evening meetings required by Administrators.
8. All tutors shall be placed on a Tutor Seniority List according to the type of tutoring eligible to do. In the event the number of tutors needs to be reduced, tutors with

less seniority will have their contracts suspended before tutors of greater seniority. Tutors will be called back in the reverse order of contract suspension.

Annual seniority for tutors will be calculated by dividing the total number of tutoring hours for which the tutor was paid by the highest number of tutoring hours possible within that school year.

9. Tutors shall be paid for up to twenty (20) minutes travel time between buildings.
10. All tutors who work at least ten (10) hours per week shall be provided with the following amounts of paid planning time during the regular work day each week.

Hours Scheduled To Work	Planning Time
0 - 10	30 minutes
more than 10 but less than 20	1 hour
20 or more	1 ½ hours

### **SECTION K - OPEN ENROLLMENT**

A member of the bargaining unit who resides outside of the School District shall execute an open enrollment form for any natural or adopted child or stepchild who actually resides in his/her home and enrolls in Stow-Munroe Falls City Schools.

This open enrollment does not include optional school programs such as all-day Kindergarten, Extracurricular Activity Fees, or any program that requires the Board to pay a surcharge or excess cost.

The teacher may opt to pay the surcharge or excess cost.

### **SECTION L - TUITION REIMBURSEMENT PROGRAM**

1. Thirty thousand dollars (\$30,000) shall be set aside each school year for a tuition reimbursement program.
2. This program shall reimburse the cost of course work related to the employee's professional development, teaching field or education.
3. A teacher who wishes to participate shall submit his/her letter of application in writing to the Superintendent or designee. The letter must include proof of registration with an approved university in an area from number 2 above and a receipt showing the amount paid. This amount may include books and materials as well as tuition.
4. The reimbursement shall be limited to \$1,000.00 per teacher per semester. The appropriation shall be divided into two equal portions of \$15,000 each. Appropriation sessions will be July 1 through December 31 and January 1 through June 30.
5. The current value of the tuition set aside, as of June 30, 2017, shall remain

available for use by members until exhausted. All newly approved payments, as of July 1, 2017, shall be deducted from the current annual appropriation. Any unused balance remaining from the annual allocation, after July 1, 2017, shall not be carried over from year to year.

Transcripts will be due by January 15th for Session 1 and July 15th for Session 2.

6. Payment will be made on a first-come, first-served application basis until the session appropriation is fully depleted except as specified in Section 7. No course completed in one session may be carried forward into the next appropriation session. The allowance is to be paid within thirty (30) days of the end of each session, provided a copy of the grade sheet and verification of the costs incurred have been submitted to the treasurer no later than the deadline specified for each session.
7. In the event that the number and expenditure of applicants in any session exceeds the available funds, the funds shall first be allocated to the applicants who did not receive tuition reimbursement the previous session; second, to those who utilized tuition reimbursement the previous year or for an earlier session of the current year, but did not exhaust their \$500 allowance; third, to all other applicants in order of receipt of application.

#### **ARTICLE IV. INSURANCE PROVISIONS**

##### **SECTION A - STARK COUNTY SCHOOLS COUNCIL OF GOVERNMENTS**

1. The Board shall provide the health care benefits contained herein by participating in the Health Benefits Program of Stark County Schools Council of Governments or other benefit program.
2. Any health care benefits and services that extend to bargaining unit members as a result of agreements entered into by the Board with insurance companies, underwriters, insurance administrators, the Stark County Schools Council of Governments, or any participating member thereof participating in the Health Care Benefits Program of the Stark County Schools Council of Governments, shall not be reduced, modified, or eliminated during the term of the Collective Bargaining Agreement.
3. The Association and the Board agree that the Board shall not be required to make available to and to inform members of the Association of any option to enroll in a Health Maintenance Organization pursuant to Chapter 1742 of the Ohio Revised Code.
4. If agreement is reached by the County COG and the UniServ Office on common specifications not already contained in this Contract, for the COG member districts, such specifications will become amendments to this Contract.
5. Tax sheltering of the individual's contribution for health costs shall be implemented, under IRS Section 125, upon agreement of the Superintendent and the Association President.

6. The Stark County Schools Council of Governments Summary of Benefits Booklet shall be available to plan participants. Teachers may access this booklet via the District website.

### **SECTION B - GENERAL PROVISIONS**

1. Subject to the eligibility requirements set forth in Article IV, Section C (Comprehensive Major Medical Program), below, any member of the bargaining unit may participate in the CMM, Life and/or Dental separately or in any combination thereof at the rates of contribution set forth in those Sections.
2. Personnel information generated by the operation of this Plan shall be kept confidential to the extent possible and necessary and to the extent required by law. Identifiable information may be shared only with the Chairperson of the Stark County Schools Council of Governments and/or his designee and the appropriate OEA Consultant, to the extent necessary to resolve problems and/or make decisions. Any designee will be agreed upon by the Chairperson and the designated OEA Consultant.
3. Health insurance benefits shall be provided to employees who participate in an ERI for the period between the effective ERI date and the retirement insurance eligibility date with STRS providing the participant pays 100% of the Board cost one (1) month in advance.

### **SECTION C - COMPREHENSIVE MAJOR MEDICAL (CMM) PROGRAM**

1. The Board shall provide and pay its allocated premium for all full-time members of the bargaining unit presently enrolled in the Hospitalization CMM Program.
2. Members of the bargaining unit who are scheduled to work .5 FTE (full-time equivalency) or more shall have fifty percent (50%) of their health insurance benefits paid for by the Board. Members who are scheduled to work less than .5 FTE may not participate in the Insurance Program, except that members who are scheduled to work less than .5 FTE and who are presently participating in the Insurance Program may continue to do so at their current rate of contribution.
3. Members of the bargaining unit who are scheduled to work .8 FTE or more shall pay fifteen percent (15%) of their annual health insurance benefits.

### **SECTION D - TERM LIFE INSURANCE**

The Board shall purchase and pay for, from a carrier licensed by the State of Ohio, Group Term Life Insurance for each employee in the amount of Fifty Thousand Dollars (\$50,000) plus an equal amount of Accidental Death and Dismemberment coverage.

Bargaining unit members may purchase additional Term Life Insurance at the group rate, in Five Thousand Dollar (\$5,000) increments, up to a maximum of Twenty Thousand Dollars (\$20,000) coverage in addition to Board-paid coverage. Modifications to this provision may be necessary to comply with requirements of the insurance carrier.

## **SECTION E - COMPREHENSIVE DENTAL INSURANCE**

The Board shall purchase, through a carrier licensed by the State of Ohio, employee and family Dental Insurance. Teachers shall pay according to rate in Article IV Section C. Teachers may access the Summary Benefit booklet via the District intranet.

## **SECTION F - EMPLOYEE ASSISTANCE PLAN**

The Board shall provide and fully pay the premium for an Employee Assistance Plan to include the following prepaid services:

1. Evaluation (diagnosis) of mental health, family, marital, and/or addictive problems;
2. Psychological testing;
3. Short-term outpatient counseling;
4. Addiction aftercare treatment;
5. Information and referral services;
6. Personal, individual consultation on family problems requiring interventions/confrontations;
7. Advocacy and liaison services to persons/families involved in inpatient mental health or addiction treatment.

All information concerning an employee or family member's mental health, family problems, marital problems, and/or addictive problems shall remain confidential, and shall not be released to any school official without written approval by the employee, whether initiated by the employee or the Employer.

## **ARTICLE V. LEAVES**

### **SECTION A - SICK LEAVE**

1. Each full-time teacher whose salary or wage is paid in whole or part by the State shall be entitled for each completed month of service to Sick Leave accrual of one and one-fourth (1 1/4) days. Teachers may use Sick Leave without loss of pay upon approval of the Superintendent or Board for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to other employees, and to illness, injury, or death in the employee's immediate family or for other individuals outside the immediate family, as approved by the Superintendent. The Superintendent's approval or disapproval in these instances, applicable to individuals outside the immediate family, shall not be subject to the grievance procedure. For bereavement reasons, the immediate family shall be extended to include aunts, uncles, nieces, nephews, cousins, or others as approved by the Superintendent.

2. "Immediate Family" is interpreted to mean mother, father, brother, sister, wife, husband, child(ren), grandparents and grandchildren or any other person who is a member of the immediate household. This is inclusive of in-laws.
3. Members of the bargaining unit who render part-time, seasonal, intermittent, per diem, or hourly service shall be entitled to Sick Leave for the time actually worked at the time and rate as that granted full-time members of the bargaining unit.
4. Full-time teachers accrue to their credit fifteen (15) days Sick Leave per year; all teachers can accumulate an unlimited number of sick days.
5. The Superintendent shall require a member of the bargaining unit to furnish a satisfactory statement on the "Absence Report of Employees" form furnished by the Board to justify the use of Sick Leave.

In accordance with Ohio Revised Code 3319.141, the teachers shall, upon request, list the name and address of the attending physician and the dates when he/she was consulted, if medical attention is required.

6. The Board will advance Sick Leave to new teachers who have not yet earned Sick Leave and to veteran employees who have exhausted all the Sick Leave they have earned. The amount of Sick Leave advanced shall be equal to, but shall not exceed, the amount the employee would earn during the remainder of the school year in which it is granted.
7. Teachers who are beginning employment in the Stow-Munroe Falls City Schools must have a form filled in by the Treasurer of the previously employed board of education designating the total number of days of accumulated Sick Leave. Upon receipt of this information by the Superintendent, transfer of no more than the maximum allowable accumulation of Sick Leave, pursuant to item 4, above, of this Section, shall be credited to the account of said member.
8. After the first incident of four (4) or more consecutive days of absence (use of sick leave) in one school year, a teacher must provide a reason/rationale to his/her immediate supervisor. The next or subsequent incident of four (4) or more consecutive days of absence (use of sick leave) in the same school year, may require medical documentation. Falsification of an absence/sick leave record is subject to discipline up to and including termination.

#### **SECTION B - SICK DAY BANK**

1. The purpose of the Sick Day Bank is to provide sick days for serious personal illness or family illness to contributors to the Sick Day Bank who have exhausted their accumulated sick days and who are experiencing prolonged personal or family illness.
2. Teachers may enroll in the Sick Day Bank during the month of September of each school year.



3. Upon initial enrollment, a teacher shall contribute one (1) day of his/her accumulated sick days to the Sick Day Bank. Days contributed to the Sick Day Bank are non-returnable.
4. Enrollment in the Sick Day Bank shall be continuous from year to year until a member withdraws. Withdrawals are accepted only during an enrollment period and only upon written notice by the member to the Sick Day Bank Committee (SDBC) of his/her intent to withdraw.
5. Sick Day Bank Committee
  - a. The Sick Day Bank Committee (SDBC) shall be composed as follows: the Superintendent or his/her designee; the President or his/her designee; one (1) administrator appointed by the Superintendent; two (2) members appointed by the President.
  - b. The Sick Day Bank Committee (SDBC) shall review and approve or deny all applications to the Sick Day Bank. The Sick Day Bank Committee (SDBC) shall also determine the necessity for additional contributions to the Sick Day Bank and shall notify Sick Day Bank members of the need for said contributions.
  - c. The Sick Day Bank Committee (SDBC) shall be responsible for reporting data concerning the Sick Day Bank to the Treasurer.
  - d. Decisions of the Sick Day Bank Committee (SDBC) are final.
  - e. The Sick Day Bank Committee (SDBC) shall review the operations of the Sick Day Bank annually, and shall make recommendations, if necessary, for modifications of the plan to the negotiating teams of the Association and the Board.
6. General Procedures
  - a. An application for a loan from the Sick Day Bank will be accepted only from those individuals who have contributed to the Sick Day Bank.
  - b. Loans will be limited to use for personal illness and serious illness in the immediate family. A doctor's statement is required with the loan application in order for the request to be considered.
  - c. A loan application will be considered only after a member has used all of his/her accumulated sick days and available sick day advances.
  - d. Days borrowed from the Sick Day Bank will be paid at one hundred percent (100%) of the member's daily rate of pay.
  - e. Once qualified to borrow from the Sick Day Bank, the maximum number of days a teacher may borrow from the Sick Day Bank shall not exceed

thirty (30). Loans from the Sick Day Bank shall commence on the sixth (6th) consecutive day of absence for which a member has no accumulated sick days.

- f. Loans from the Sick Day Bank will be made only for absences under a member's regular time schedule.
- g. Days may not be borrowed from the Sick Day Bank for absences due to normal pregnancies (natural or cesarean section). Utilization of the Sick Day Bank for complications arising from pregnancy or childbirth may be authorized by the Sick Day Bank Committee (SDBC).
- h. Days may not be borrowed from the Sick Day Bank for absences due to disabilities which qualify the member of workers' compensation personal benefits, unless the teacher has exhausted all such benefits and his/her own accumulated sick days.
- i. Whenever the total number of unloaned days in the Sick Day Bank falls below fifteen (15), the Sick Day Bank Committee (SDBC) may require the Sick Day Bank enrollees to donate up to one (1) additional day of their accumulated sick days to the Sick Day Bank.
- j. Contributions to the Sick Day Bank shall not count against a teacher's record of perfect attendance.

#### 7. Payback Procedures

- a. A teacher who borrows days from the Sick Day Bank shall be required to pay back the borrowed days at the rate of one-third (1/3) of his/her annual sick day accrual each year until the total number of days borrowed is restored to the Sick Day Bank.
- b. The sick day accumulation of any member owing days to the Sick Day Bank shall not be permitted to exceed fifteen (15) days. Any days that would otherwise be accumulated beyond fifteen (15) and in excess of the normal annual payback shall be used to restore the teacher's borrowed days to the Sick Day Bank.
- c. In the event a teacher retires with an outstanding balance owed to the Sick Day Bank, or terminates his/her employment with the Stow-Munroe Falls School District any accumulation of sick days at that time shall be used as payback days.

### **SECTION C - PARENTAL LEAVE**

A teacher who becomes pregnant will notify the Superintendent in writing at least ninety (90) days prior to the anticipated delivery date. Pregnancy, childbirth and related medical conditions shall be treated the same as any other disability.

The following three (3) types of leave may be taken in any consecutive combination:

1. Sick Leave for Pregnancy:

A teacher may use Sick Leave in conjunction with pregnancy or childbirth.

2. Family and Medical Leave:

A teacher may take Family and Medical Leave for pregnancy, childbirth or adoption.

3. Parental/Adoptive Leave:

- a. A Parental/Adoptive Leave may be for not more than two (2) entire school years. A teacher who requests this leave will do so in writing to the Superintendent at least forty-five (45) days in advance of the start of the leave. Such leave may be for an entire year or the remainder of the current school year and may be extended to one (1) additional year at the teacher's request. Such request must be in writing and submitted no later than March 31 of the preceding school year.
- b. Neither Sick Leave nor salary increments will accrue to the teacher while on Parental Leave, but said teacher will retain any balance on these benefits accumulated up to the effective date of leave.
- c. A teacher granted a Parental Leave may be reinstated at the beginning of a new school year/semester or at a time when an appropriate vacancy might occur.
- d. Section 3319.16 of Ohio Revised Code shall prevail in all terminations of employment for noncompliance with the provisions of this policy.
- e. A returning teacher shall be assigned to a similar position if such position is available. However, if this is not the case, the teacher may be assigned to some other position for which that teacher is qualified until an appropriate vacancy occurs at the beginning of a school year which is comparable to the previously held position.
- f. Continuing contract status of a teacher shall not be affected adversely by Parental Leave, within the limits set forth in this policy.
- g. At the request of the teacher, subject to the approval of the insurance carrier, the insurance benefits of a teacher on Parental Leave shall continue in full force during such leave, provided, however, that said teacher shall be responsible for and pay for the insurance premium. Under no circumstances shall these insurance benefits be in force beyond a period of two (2) years from the original date of commencement of leave.
- h. In the event termination of pregnancy or death of the child, every reasonable effort will be made to return the teacher from such leave as

soon as possible.

- i. A teacher shall be permitted to utilize fifteen (15) of his/her accumulated unused sick leave for adoption of a child, to be taken within six (6) months before or after placement of the child in the home. Use of days from the sick leave bank for purposes of adoption is not permitted.

#### **SECTION D – UNRESTRICTED PERSONAL LEAVE**

1.
  - a. All full-time teachers of the bargaining unit shall be granted three (3) unrestricted school days each year, and all half-time teachers of the bargaining unit shall be granted three (3) unrestricted half days each school year, without loss of pay or deduction from sick leave, for personal business, emergencies, or obligations.
  - b. Tutors who are members of the bargaining unit shall be granted three (3) unrestricted school days each year, without loss of pay or deduction from Sick Leave, for personal business, emergencies, or obligations. For purposes of this provision, a "day" is defined as a calendar day, and the tutor will be paid for the number of hours scheduled to work on the day of leave.
2. Prior written notice of intent to use such leave shall be submitted as far in advance as possible. When unusual circumstances make it impossible to notify in advance, the notification shall be made orally in person, by telephone or by other means, and then confirmed at the earliest practicable time.
3. Unrestricted Personal Leave shall be limited in that no more than twenty (20) teachers in the District may be granted leave without reasons during any single school day, with seniority being the determining factor when more than twenty (20) teachers apply for such leave. Such leave may not be taken the day before or after a holiday, vacation, summer recess, or the end or beginning of each semester, from the first day of the last full week before Christmas Vacation or from May 25 through the last day of the school year; however, an appeal may be made to the Superintendent.
4. Personal Leave that is not used during the school year will be converted to Sick Leave on a one:one basis. Personal Leave that has been converted to Sick Leave cannot be converted to Personal Leave.

#### **SECTION E - UNPAID LEAVE**

Extended unpaid leave may be available for medical purposes, for teachers who are not eligible or who have exhausted their family medical leave. Such leave may be granted for personal illness or for illness in the immediate family. The teacher may continue any already existing insurance coverage by reimbursing the total cost of the premium to the Board of Education. The leave may be for the remainder of the school year. The teacher may request an extension for up to one additional school year. The employee shall return to the same position at the end of the leave. Requests to use said leave should be submitted, in writing, as far in advance as possible of the starting

date of such leave.

## **SECTION F - MILITARY LEAVE**

1. Any teacher who has left, or leaves, a teaching position with the Board, by resignation or otherwise, and within forty (40) school days thereafter entered, or enters, the uniformed services and whose service is terminated in a manner other than as described in section 4304 of Title 38 of the United States Code, "Uniformed Services Employment and Reemployment Rights Act of 1994," 108 Stat. 3149, 38 U.S.C.A. 4304, shall be reemployed by the Board, under the same type of contract as that which the Teacher last held with the Board, if the Teacher applies to the Board for reemployment in accordance with the "Uniformed Services Employment and Reemployment Rights Act of 1994," 108 Stat. 3149, 38 U.S.C.A. 4312. Upon such application, the Teacher shall be reemployed at the first of the next school semester, if the application is made not less than thirty (30) days prior to the first of the next school semester, in which case the Teacher shall be reemployed the first of the following school semester.
2. For the purposes of seniority and placement on the salary schedule, years of absence performing service in the uniformed services shall be counted as though teaching service had been performed during such time.
3. The Board may suspend the contract of the teacher whose services become unnecessary by reason of the return of a Teacher from service in the uniformed services in accordance with R.C. 3319.17.
4. Sick Leave shall not accrue during the Teacher's absence performing service in the uniform services; however, the Teacher shall retain the balance of any Sick Leave accumulated up to the effective date of Military Leave.
5. A Teacher returning from service in the uniformed service will be assigned to a position in which that teacher is qualified with consideration given to the position held by the teacher prior to the effective date of Military Leave.

## **SECTION G - SABBATICAL LEAVE**

1. Provisions
  - a. Any teacher who has served continuously in the Stow-Munroe Falls City Schools for a period of at least five (5) years shall, on the recommendation of the Superintendent and subject to the approval of the Board, be granted Sabbatical Leave (without pay) for the following purposes.
    - (1) Approved Study
    - (2) Approved Travel
  - b. Teachers with less than five (5) years of experience shall be ineligible for Sabbatical Leave and shall offer their resignation.

- c. Sabbatical Leave may be approved for no less than one (1) semester or for no more than one (1) year.
- d. Sick Leave and salary increments will accrue to a teacher while on Sabbatical Leave.

2. Application for Sabbatical Leave

Application for Sabbatical Leave must be made to the Superintendent sixty (60) days before the leave is to begin. The application shall be accompanied by the reasons for the request.

3. Notification of Return

A teacher on Sabbatical Leave during the second semester shall notify the Superintendent of his/her intent to return to a teaching position no later than April 1.

4. Reassignment

Assignments of persons returning from Sabbatical Leave shall be made on or before August 1 of the new school year.

**SECTION H - PROFESSIONAL LEAVE**

The Board shall assume the cost of professional meetings, conferences, or workshops outside of the District.

1. Procedure for Applying for Professional Leave

- a. Electronic applications for professional leave shall be transmitted through Job Router.
- b. Applications shall be made at least four (4) weeks prior to the meeting or workshop, if possible.
- c. Notice of approval shall be provided to the applicant, Principal and Superintendent.

2. Procedure if Leave is Granted

- a. If the leave is granted, the member of the bargaining unit will be notified.
- b. All original and itemized receipts should be forwarded to the Treasurer.
- c. Reimbursement will be made upon approval by the Superintendent. Total expenses are not to exceed estimated amount.

3. Cost for Professional Leave

The Board will assume costs for teachers attending professional meetings, conferences, and workshops outside the District. The teacher shall follow the purchase requisition process and shall provide proof of attendance upon return. If proof of attendance is not provided, the teacher shall reimburse the Board. This includes registration fees and lodging.

a. Registration Fees:

To be paid in full – original and itemized receipt required.

b. Lodging:

Lodging shall not include fees for personal incidentals, phone calls, room service, etc. Accommodations should be shared whenever possible and acceptable. The cost will be paid by the Board. An original and itemized tax exempt lodging receipt is required upon return. Submit this receipt to the Treasurers Department along with proof of attendance.

c. Meals:

The cost of meals be reimbursed on an "actual cost" basis up to a maximum of Fifty Dollars (\$50.00) per day. Original and itemized receipt required.

d. Travel:

Teachers who travel in their private vehicles will be reimbursed at the IRS allowable rate per mile for the year in which the travel occurred via the most direct route up to a maximum of five hundred (500) miles round trip. Travel in excess of five hundred (500) miles round trip will be reimbursed on a "least cost" basis by comparison with public transportation. In the event that public transportation is used, original and itemized receipts are required.

e. Other Expenses:

Expenses other than those listed above must be specifically authorized and approved by the Superintendent and/or Treasurer.

f. When a conference is required for the purpose of meeting State Standards, full expenses of participating teachers will be assumed by the Board.

g. Teachers who attend outside conferences, at the Board's expense will, upon return from the professional development experience, be expected to share information presented at the conference with his/her building staff/administration in an oral report at the next regularly scheduled building staff/department meeting.

## **SECTION I - ASSAULT LEAVE**

### A. Teacher Protection

1. Nothing in this Section prohibits a Teacher from lawfully defending himself/herself or obtaining assistance in order to protect himself/herself from any injury or physical disability resulting from any assault.
2. The Principal should be immediately notified to call the police, parents, and the Superintendent. If the Principal is not available, a teacher may call the police.
3. As soon as possible, the teacher will report, in writing, to the school Principal, the Superintendent, and the Association all cases of alleged assault suffered by him/her in connection with his/her employment. The Superintendent shall acknowledge, in writing, receipt of such reports to the Board and to the Association.
4. Any time a teacher employed by the Board is a victim of an alleged assault, efforts will be made to remove the assailant in accordance with Board policy, as well as local, state and federal law.
5. Nothing in this Section shall prohibit any teacher from pursuing his/her legal rights to bring either a civil suit and/or to press criminal charges.

### B. Leave Procedures

1. A Teacher who is absent due to physical disability resulting from an assault which occurs in the course of the Teacher's employment with the Board will be maintained on full pay status during the period of such absence.
2. The Teacher shall furnish a signed statement on forms prescribed by the Board to justify the use of assault leave.
3. If medical attention is required, a certificate from a licensed physician stating the nature of the disability and its duration may be required before assault leave can be approved for payment.
4. Assault leave granted under this Section shall not be charged against any leave earned or earnable.

## **SECTION J - JURY DUTY LEAVE**

If a member of the bargaining unit is unable to be released from jury duty after presenting a written request from the Superintendent, the Board shall compensate the employee according to the employee's regular compensation.



### **SECTION K - PUBLIC SERVICE LEAVE**

1. If elected or appointed to a public office, a teacher may request a leave of absence for one (1) term of office.
2. Any teacher who has ten (10) or more years of service in the Stow-Munroe Falls City Schools and who desires to return to the employ of the Board at a future date, shall be granted a leave of absence without pay.
3. Requests for this leave must be made, in writing, at least forty-five (45) days in advance of the start of the leave. The request must state the ending date of the term of office. Reinstatement to a comparable position shall occur at the beginning of the first school year following the ending date of the term of office. Should an opening occur after the ending date of the term of office but prior to reinstatement, the teacher will be notified and may accept the position.
4. Subject to the approval of the insurance carrier, a teacher granted this leave may pay for insurance benefits if not covered by his/her public position.

### **SECTION L - OTHER ABSENCES**

Other absences may be authorized by the Superintendent on the basis of written requests submitted in advance of the absence as follows:

1. Activities such as attendance at professional conferences, visiting other schools in the line of duty, and staff development activities if employee is participating at the insistence and direction of an authorized superior, and if approved by the Superintendent.
2. For professional improvement, such as attendance at examinations required for a degree and attendance at graduation exercises for a degree when such attendance is required by the college or university, not to exceed two (2) working days in any one (1) school year.
3. Absence caused by unusual and abnormal circumstances may be authorized by the Superintendent, if, in his judgment, such absence is in the best interest of the schools.

### **SECTION M - FAMILY AND MEDICAL LEAVE CLAUSE**

The provisions of the Collective Bargaining Agreement shall not be adversely affected by the Family and Medical Leave Act.

### **SECTION N - PROFESSIONAL DEVELOPMENT DAYS**

A bargaining unit member enrolled in an education program which requires the defense of a thesis, a dissertation or an exam during regular working hours shall be granted release with pay up to one (1) day per semester.

## **ARTICLE VI. ASSIGNMENT**

### **NOTICE OF ASSIGNMENT**

1. Notice regarding assignment of teachers for the succeeding September shall be forwarded to teachers on or before the last teacher day, except that Kindergarten teachers shall receive notice of assignment within ten (10) days after the Administration has received and compiled sufficient information to make such assignments. Such notice shall include as much information as practicable, such as grade or grades to be taught and building(s) to be serviced.
2. After receipt of this notice, changes shall not be made without the concurrence of the teacher involved. However, if enrollment shifts or class rosters mandate an assignment change and the teacher does not concur, an assignment may, nevertheless, be adjusted upon notification to, and concurrence by, the President of the Association or a designated representative.
3. The welfare of students is the foremost factor in original assignment. The desire of the Teacher and the Teacher's seniority standing are secondary considerations in assignments.

## **ARTICLE VII. TRANSFER**

Transfers are usually made with the welfare of the children as the deciding factor. Transfers are NOT necessarily synonymous with disciplinary action.

### **SECTION A - TEACHER-INITIATED BUILDING TRANSFER**

Every effort will be made to accommodate requests for transfer. A teacher desiring a change of assignment should discuss this matter with the Building Principal and then submit his/her request in writing to the Superintendent on or before April 15 of the preceding school year. Changes in assignment are completed on or about July 15.

Unless notified of a change, teacher assignments made by the Principal in the Spring will remain in effect.

### **SECTION B - ADMINISTRATIVE-INITIATED BUILDING TRANSFER**

The Superintendent or a Principal desiring the transfer of a teacher shall first discuss this matter with the teacher involved. Written notice of the intent to transfer, including reasons, shall be given to the teacher on or before May 15 of the preceding school year. If a Principal initiates the transfer, the teacher shall have the right to a hearing with the Superintendent. A decision to transfer will be given in writing to the teacher, S.T.A. President, and Principal by the Superintendent on or before June 1.

## **SECTION C - CLASSROOM TRANSFER**

In the event it becomes necessary to transfer a special education classroom from one building to another, the teacher with the least District seniority and appropriate certification will be the one transferred.

## **ARTICLE VIII. VACANCIES**

- A. After exhausting the Recall List, all vacancies for positions shall be published in every school and qualified teachers will be given the opportunity to apply for such positions.
- B. Vacancies shall be filled on the basis of qualifications for the vacant position. However, when two (2) or more applicants are substantially equal in qualifications, the applicant with the greatest length of continuous service in the Stow-Munroe Falls City School District shall be given preference. For Teachers hired on or after July 1, 2007, seniority shall be defined as length of continuous service as a Teacher in the Stow-Munroe Falls City School District.
- C. In case of a vacancy occurring in the summer, such a vacancy shall be posted on the web-site so that all Teachers are deemed to have notice of the same. Teachers who are properly certified shall be given the opportunity to apply and be interviewed before the position is filled.
- D. Notification of all new positions/vacancies shall also be sent to the Association President prior to posting the vacancy on the District's website. Email notification of new positions/vacancies shall be sent to all bargaining unit members.

## **ARTICLE IX. REDUCTION IN FORCE**

If the Board determines it is necessary to reduce the number of positions currently filled by a teacher or teachers, the following procedures shall apply. The procedures contained herein for such reduction in staff shall not pertain to any teacher whose contract is nonrenewed for performance reasons.

When, for any of the following reasons, the Board decides that it will be necessary to reduce the number of Teachers it employs, the Board may make a reasonable reduction:

- 1. Return to duty of regular teachers after leaves of absence,
- 2. Suspension of schools,
- 3. Territorial changes affecting the Stow-Munroe Falls City School District,
- 4. Financial reasons; or
- 5. Decreased enrollment of pupils in the Stow-Munroe Falls City School District.

## **SECTION A - ATTRITION**

The number of persons affected by a Reduction In Force (RIF) will be kept to a minimum by not employing replacements insofar as practicable for teachers who retire or resign or whose limited contracts are not renewed for performance reasons.

## **SECTION B - REDUCTION OTHER THAN BY ATTRITION**

### 1. Suspension of Contracts

- a. To the extent that reductions are not achieved through attrition, reductions may be achieved by suspending contracts.
- b. Suspension shall be for the balance of the contract term. A limited contract teacher whose contract is not reinstated before the end of the contract term shall be offered another suspended limited contract consistent with the regulations and rights contained in this Article unless the Board nonrenews the limited contract pursuant to Section 3319.11 of the Ohio Revised Code and this Agreement.
- c. In the absence of unforeseen circumstances, the Board will notify those teachers whose contracts are to be suspended by May 20 of the school year preceding the intended suspensions and shall specify the reasons for said suspension. Such notice shall be delivered only at the end of the school day.
- d. On a case-by-case basis, in lieu of suspending a contract in whole, the Board may suspend a contract in part, so that a Teacher is required to work a percentage of the time the Teacher otherwise is required to work under the contract and receives a commensurate percentage of the full compensation the Teacher otherwise would receive under the contract.

### 2. Notice

- a. When the Administration determines in any school year that there may be need to suspend contracts for the following school year, the President of the Association will be given written notice of such possibility, with reasons, as soon as is practicable.
- b. The Association shall be provided with all relevant data concerning student enrollments, teachers' seniority, areas of certification, years experience in subjects taught, leaves of absence, and other related information at least one (1) week prior to the meeting with the Board referred to in Paragraph c, below. The Association shall furnish such similar information that is not within the possession of the Administration.
- c. The Association will be given the opportunity to make its own views known to the Board, in Executive Session, before the Board acts on any recommendations for suspension.

3. Seniority

- a. Whenever it becomes necessary to implement RIF procedures, seniority, areas of certification, experience in subjects taught and contract status shall be the exclusive criteria in determining retention or suspension. All teachers shall be placed on a Seniority List upon their areas of certification and contract status. Subject to Paragraph f, below, teachers shall be placed on all lists for which they are certified.
- b. Seniority shall be determined by the length of continuous service in the District, except that:
  - (1) A teacher does not have seniority for a position for which he/she is not certificated; or
  - (2) Teachers with continuing contracts shall be granted greater seniority than teachers with limited contracts in determining the order of contract suspension.
- c. Subject to Paragraph f, below, if two (2) or more teachers on any Seniority List have the same length of continuous service, seniority shall be determined by:
  - (1) The date of the Board meeting at which the teacher was hired; and then by
  - (2) The date the teacher signed the contract; and then by
  - (3) The letter offering the job; and then by
  - (4) The date on which the teacher submitted a completed job application; and then by
  - (5) Coin toss.
- d. Authorized leave of absence will not add to or subtract from the length of continuous service in the Stow-Munroe Falls City School District.
- e. 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.
- f. Total continuous service with the Board shall be applied to all subject areas in which a teacher is certified. Areas of certification must be on file.
- g. Subject to Paragraph h, below:
  - (1) Continuing contract teachers shall be reduced only after all limited contract teachers of the same certification;

- (2) If the teacher is the lowest in seniority in a certificated area that is to be reduced, and is selected to be suspended, but that teacher has greater seniority in another area of certification, that teacher shall be assigned to the other area of certification and a teacher with lesser seniority shall be suspended.
- h. A teacher who is not certified in a subject area when the suspension of contracts will go into effect but who subsequently achieves certification shall be eligible for recall to fill a subsequent vacancy in that subject area pursuant to Section C, below, with full seniority rights. Such teacher shall also be eligible for placement on the Substitute List pursuant to Item 4.d, below.

4. RIF Lists

- a. Teachers selected for suspension under this Article shall immediately be placed on a RIF List, provided the teacher was employed by the Board for a minimum of one hundred twenty (120) actual work days during the twelve (12) months preceding the last day of employment and such list shall be given immediately to the President of the Association. Teachers nonrenewed for performance reasons shall not appear on this list.
- b. A teacher selected for suspension under this Article shall have the right to resign after July 10 if the teacher finds and accepts employment elsewhere. The Board will also consider accepting the resignation of any unaffected teacher after July 10 of any year if there is an affected teacher who is certified and meets the requirements of Item 3.f, above, or who can be certified pursuant to Item 3.h, above, in the subject area of the unaffected teacher.
- c. Subject to Item 3.f, above, no new teachers shall be employed by the Board while there are teachers on the RIF List who are certified for any opening. The Administration will notify immediately all teachers when vacancies and/or new positions occur. When notice has been given and after all reasonable efforts have been made to determine that there is no teacher certified or able to be certified for such vacant or new position, the Administration may fill any vacancy and/or new position.
- d. A teacher selected for suspension under this Article shall have the option to be placed on the Substitute List. Any teachers who choose to be placed on the Substitute List shall be called first, based upon years of continuous service, certification, and the requirements of Item 3.f, above, and shall be paid at the same per diem rate received by other substitutes.
- e. A teacher under a suspended contract shall be permitted to sign up for or continue with any and all group insurance benefits offered through the Board, during the duration of the teacher's recall rights, at the teacher's expense.

- f. A suspended teacher who is seeking employment elsewhere shall be given letters of recommendation to prospective employers which state the teacher's contract suspension was because of RIF and not teaching performance.

### **SECTION C - RECALL**

#### 1. Eligibility

Subject to Section B, Items 3.f and 3.h, above, a teacher whose name appears on the RIF List shall be offered reemployment when a position becomes available for which he/she is certified. Teachers shall be returned to active employment in the order of seniority to fill vacancies for which they are certified, subject to the condition stated in the previous sentence.

#### 2. Notice

- a. If a vacancy becomes available, the Board shall recall the teacher to active employment status by giving written notice to the teacher. Written notice by registered or certified mail addressed to the teacher's last known address shall constitute the offer. It shall be the responsibility of each teacher to notify the Administration of any change in address.
- b. An offer of employment shall be deemed rejected and the teacher shall be removed from the RIF List, unless it is accepted in writing by registered or certified letter and received by the Board within fifteen (15) calendar days from the date the offer was mailed, or within five (5) calendar days if the offer is mailed within ten (10) days before the start of a school year or semester, except that if the last day for receipt of the acceptance is a Saturday, Sunday or legal holiday, the period shall run until the end of the next day that is not a Saturday, Sunday, or legal holiday.
- c. No Teacher whose continuing contract has been suspended pursuant to this Article shall lose that right of restoration to continuing service status by reason of having declined recall to a position that is less than full-time or, if the Teacher was not employed full-time just prior to suspension of the Teacher's continuing contract, to a position requiring a lesser percentage of full-time employment than the position the Teacher last held while employed by the Board.

#### 3. Time on RIF List; Status Upon Return

- a. A teacher shall remain on the RIF List for twenty-four (24) months from his/her last day of active service in the system.
- b. Any teacher who fails to accept a recall, or waives his/her recall rights in writing, will be immediately removed from the RIF List.
- c. A teacher who is recalled shall be credited with the same seniority, Sick Leave accumulation, and placement on the Salary Schedule he/she had

prior to the RIF. If a teacher who is recalled has taught in another district while on our RIF List, he/she shall be credited with Sick Leave accumulation and placement on the Salary Schedule he/she accrued while on RIF.

#### **SECTION D - STATE AND FEDERAL LAW**

Exceptions to preferences for retention or recall, based on seniority, may be made when necessary to do so in order to comply with Federal laws regarding employment.

#### **SECTION E - GRIEVANCE PROCEDURE**

Only the procedure by which RIF is carried out shall be subject to the arbitration provision of this Agreement. Thus, for example, the reasons for RIF as determined by the Board are not subject to the arbitration provisions of this Agreement.

#### **SECTION F - COMPLIANCE WITH LAW**

Nothing contained herein shall abridge the Board's right to nonrenew the limited contract of a teacher for performance reasons in accordance with Ohio Revised Code 3319.11 and this Agreement.

### **ARTICLE X. EMPLOYEE EVALUATION**

#### **SECTION A - PURPOSE**

1. To serve as a tool to advance the professional learning and practice of teachers individually and collectively in the District.
2. To inform instruction.
3. To assist teachers and administrators in identifying and developing best educational practices in order to provide the greatest opportunity for student learning and achievement.
4. To make a record of teacher performance.

#### **SECTION B - APPLICATION**

1. The OTES procedure described in this Article applies to District employees who meet one of the following categories:
  - a. A teacher working under a license issued under Ohio Revised Code (ORC) Sections 3319.22, 3319.26 or 3319.226 who spends at least 50 percent of his/her time providing content-related student instruction; or
  - b. A teacher working under a permanent certificate issued under ORC 3319.222 as existed prior to September 2013 who spends at least 50 percent of his/her time providing content-related student instruction; or



- c. A teacher working under a permanent certificate issued under ORC 3319.222 as it existed prior to September 2006 who spends at least 50 percent of his/her time providing content-related student instruction; or
  - d. A teacher working under a permit issued under ORC 3319.301 who spends at least 50 percent of his/her time providing content-related student instruction.
2. This teacher evaluation policy does not apply to substitute teachers or instructors of adult education.
  3. Teachers not subject to the Ohio Teacher Evaluation System (OTES) shall be evaluated under the OTES timeline and will utilize the rubric as it reflects their job duties.

### **SECTION C - DEFINITIONS**

1. Credentialed Evaluator
  - a. Evaluations will be conducted by persons holding evaluator credentials established by the Ohio Department of Education.
  - b. Evaluators must complete state-sponsored evaluation training and pass the online credentialing assessment.
  - c. Staff members will be evaluated by their building administrators or central office administrator.
  - d. If the assigned evaluator is unavailable due to an emergency, the Superintendent and the STA President shall meet to approve an alternative evaluator who may be a credentialed individual from outside the District.
2. Days
  - a. "Days" for the purpose of the OTES procedure shall mean school days, and not calendar days.
3. Effectiveness Rating
  - a. Teachers are assigned an effectiveness rating of Accomplished, Skilled, Developing, or Ineffective. An effectiveness rating is based on the following two categories: (1) Teacher performance and (2) Student Growth Measures. Fifty percent (50%) of the evaluation will be attributed to teacher performance, and fifty percent (50%) will be attributed to measures of student growth.
4. Evaluation Instruments: The following forms are the evaluation instruments used in the OTES procedure and are included in the Appendices to this Agreement:

Evaluation Timeline  
Teacher Performance Evaluation Rubrics  
School Counselor Performance Evaluation Rubrics  
Walkthrough  
Final Summative Rating of Teacher Effectiveness  
Professional Growth Plan  
Improvement Plan  
Final Summative Rating Framework  
School Counselor Performance Evaluation Rubric

5. Shared Attribution Measures

Shared Attribution Measures encompasses student growth measures that can be attributed to a group. Shared attribution measures are assigned/ attributed to a group of appropriately licensed educators who consistently meet to collaboratively plan and provide instruction and/or intervention for a student or defined group of students on a specific topic and/or grade level and which may or may not be reported in the teacher-student data linkage system.

6. Value-Added

Value-Added refers to the EVAAS Value-Added methodology provided by SAS, Inc., which provides a measure of student progress at the District and school building level based on each student's scores on state issued standardized assessments.

7. Vendor Assessment

Vendor Assessment refers to student assessments approved by the Ohio Department of Education that measure mastery of the course content for the appropriate grade level, which may include nationally-normed standardized assessment, industry certification exams, or end-of-course examinations for grade level and subjects for which the Value-Added measure does not apply.

**SECTION D - EVALUATION POLICY CONSULTATION COMMITTEE**

1. An Evaluation Committee will meet annually in May, or as needed, to make recommendations to the evaluation process based on information reported to the Committee by teachers and evaluators. The Evaluation Committee will be comprised up to eight (8) administrators appointed by the Superintendent and eight (8) STA members appointed by the Association. The committee shall be advisory only. Any recommended changes by the committee to the evaluation procedure shall be subject to ratification by the Association and Board approval.

**SECTION E - ORIENTATION**

1. Processes/procedures/updates for OTES will be provided during a staff meeting held by September 30 of the school year to recognize the evaluation model and process for each individual teacher and identify each teacher's evaluator.

2. Individual growth plans will be developed by September 30.
3. In the event a teacher performs work under the supervision of more than one supervisor, one (1) supervisor shall be designated as the primary evaluating supervisor by the Superintendent or his/her designee each school year. Where a teacher is split among buildings, the formal observations shall be provided by the primary evaluator however walkthroughs may be split so that the teacher will be observed by a supervisor from each building during the school year.
4. In the event the teacher's evaluating supervisor is unavailable (due to a long-term absence or leave), another credentialed evaluator employed by the Board as an administrator will be assigned.
5. The evaluation of counselors will use a similar model, as applicable to teachers, under the Ohio School Counselor Evaluation System ("OSCES").

#### **SECTION F - EVALUATION PROCEDURES**

1. Self-Assessment

Teachers may complete a self-assessment form to identify strengths and areas for growth. Completion of the self-assessment is optional and within the teacher's discretion to share the form with his or her credentialed evaluator.

2. Evaluation Timeline. (See Appendix)
3. Teachers shall be evaluated yearly. The evaluation process will consist of the following:
  - a. Professional growth or improvement plan;
  - b. Minimum 30-minute observation(s) utilizing The Teacher Performance Evaluation Rubrics. (See Appendix);
  - c. Walkthroughs (minimum 1);
  - d. Student growth measure rating and performance rating;
  - e. Final Summative Rating.
4. A teacher who receives a rating of "Accomplished" on his/her most recent evaluation shall be evaluated every third year. During the years teachers are not fully evaluated, the following are required:
  - a. Professional Growth Plan (Due by September 30);
  - b. One unscheduled observation to be conducted within a known two-week window;
  - c. One post-conference;

- d. Observation will be a minimum of 30 minutes.
  - e. Final summative meeting (may be combined with post conference)
  - f. Determine a rating for student growth measures and maintain a rating of average or higher to continue the less frequent evaluation cycle.
  - g. The evaluation shall be completed no later than the May 1. No later than May 10, the evaluator will hold a final summative evaluation meeting to provide eTPES ratings.
5. A teacher who receives a rating of "Skilled" on his/her most recent evaluation shall be evaluated every second year. During the years teachers are not fully evaluated, the following are required:
- a. Professional Growth Plan (Due by September 30);
  - b. One unscheduled observation to be conducted within a known two-week window;
  - c. One post-conference;
  - d. Observation will be a minimum of 30 minutes.
  - e. Final summative meeting (may be combined with post conference)
  - f. Determine a rating for student growth measures and maintain a rating of average or higher to continue the less frequent evaluation cycle.
  - g. The evaluation shall be completed no later than the May 1. No later than May 10, the evaluator will hold a final summative evaluation meeting to provide eTPES ratings.
6. An evaluation cycle will not be implemented for any teacher who has:
- a. submitted an official notice of retirement on or before Feb 1st of the school year.
  - b. Has or will be on leave for fifty percent (50%) or more of the school year.
7. Observations for teachers on a full evaluation cycle:
- a. An observation shall last a minimum of thirty (30) continuous minutes.

- b. The first formal observation shall be preceded by a pre-conference between the evaluator and the employee prior to the observation in order for the employee to explain plans and objectives for the classroom situation to be observed. The second observation (unscheduled), will fall within a known two (2) week window and does not require a pre-conference.
- c. Observations will not be conducted on the day before or after Winter break and Spring break, on the day after an absence due to an extended illness of more than five (5) days, on staff development release time days, on the first or last day of a grading period, or on the days of building wide parties/celebrations.
- d. If, after the first or second formal observation, a teacher's performance is found deficient to the extent that adverse personnel action may result, a minimum of one additional observation shall be scheduled. In the event of a third observation, the teacher may request a different evaluator.

8. Walkthroughs

- a. Walkthroughs shall be not less than 5 nor more than 25 minutes.
- b. Walkthroughs will not be conducted on the day before or after Winter break and Spring break, on the day after an absence due to an extended illness of more than five (5) days, on staff development release time days, on the first or last day of a grading period, or on the days of building wide parties/celebrations.
- c. Written comments will be shared with the teacher within 24 hours
- d. Walkthroughs will include data collection.
- e. A walkthrough is a:
  - 1. Tool to inform evaluation that provides the opportunity to gather evidence of instruction over a series of short classroom visits;
  - 2. Process for giving targeted evidenced-based feedback to teachers; and
  - 3. Means for principals to visit classrooms more frequently and more purposefully.
- f. A walkthrough is not a(n):
  - 1. Formal observation;
  - 2. "Gotcha" opportunity for supervisors or evaluators;
  - 3. Isolated event; or

4. Shortcut to the observation protocol required as part of the teacher evaluation process.
  - g. Classroom walkthroughs, as part of the teacher evaluation system, may be general in nature or focused on observing a specific aspect of teacher performance. Summary data collected through a series of walkthroughs along with evidence documented through formal observations will come together to inform the teachers' summative performance rating: Ineffective, Developing, Skilled or Accomplished.
9. Performance Assessment
- a. The fifty percent (50%) teacher performance measure shall be based upon the Ohio Standards for the Teaching Profession.
  - b. The evaluator will compile data from information obtained from professional growth or improvement plans, observations, walkthroughs, conferences, and teacher evidence provided in conferences to determine the teacher performance rating.
10. Student Growth Measures
- a. Student growth means the change in student achievement for an individual student between two (2) or more points in time.
  - b. A student who has forty-five (45) or more unexcused absences for the school year will not be included in the determination of student academic growth. This component of the evaluation includes, where available, one or more of the following:
    1. Teacher-level value-added data;
    2. ODE approved assessments.
  - c. When available, value-added data or an alternative student academic progress measure if adopted under R.C. 3302.03(C)(1)(e) shall be included in the multiple measures used to evaluate student growth in proportion to the part of the teacher's schedule of courses or subject for which the value-added progress dimension is applicable.
  - d. When available, shared attribution can apply to student growth measure for a maximum of fifty percent (50%).
    1. If a teacher's schedule is comprised only of courses or subjects for which value-added data is applicable, the entire student academic factor of the evaluation for such teachers shall be based upon the value added progress dimension.

2. Data from these approved measures of student growth will be converted to a score in one (1) of five (5) levels of student growth:
  - a. Most Effective
  - b. Above Average
  - c. Average
  - d. Below Average
  - e. Least Effective

11. Finalization of Evaluation

- a. Each teacher's performance rating will be combined with the assessment of student growth measures to produce the summative evaluation rating based upon the Final Summative Rating Framework. (See Appendix)
- b. The final evaluation will be completed by the evaluator by May 1.
- c. No later than May 10, the evaluator and teacher will have a Post Conference and Final Summative eTPES sign-off based upon the Summative Rating Framework. (See Appendix)
- d. The teacher and evaluator shall sign both Post Conference Forms report and utilize eTPES to PIN Signature for Final Rating. The teacher's signature/PIN shall verify notification to the teacher that the evaluation will be placed on file, but shall not be construed as evidence that the teacher agrees with the contents of the evaluation report.
- e. The teacher shall have the right to make a written response to the evaluation and to have it attached to the evaluation report to be placed in the teacher's personnel file. A copy, signed by both parties, shall be provided to the teacher.
- f. The teacher's Final Summative Rating Report will be submitted to the Ohio Department of Education through the eTPES System.
- g. The evaluation cycle shall be determined by the teacher's final summative performance rating (the fifty percent (50%) teacher performance measure), except in those instances where classroom student growth measures significantly contradict the teacher's performance rating.

**SECTION G - PROFESSIONAL GROWTH PLANS AND PROFESSIONAL IMPROVEMENTS PLANS**

1. Teachers must develop a Professional Growth Plan or Improvement Plan. Professional Growth Plans should be developed by the teacher and submitted to the evaluator by September 30. Teachers will develop a professional growth plan collaboratively with his/her credentialed evaluator.
2. Improvement Plans shall be developed in cooperation with the teacher and evaluator.

1. Professional Improvement Plan for Below Expect Student Growth. (See Appendix)
  - a. Teachers whose performance rating indicates below expected levels of student growth will develop a professional improvement plan with their credentialed evaluator. The administration will assign the evaluator for the subsequent evaluation cycle and approve the professional improvement plan, utilizing the components set forth in the Teacher Evaluation Form.
  - b. A professional improvement plan is a clearly articulated assistance program for a teacher whose student growth measure dimension of the evaluation is below the expected level of student growth and shall include:
    1. Specific performance expectations, resources and assistance to be provided;
    2. Timelines for its completion; and
    3. Monetary, time, material, and human resources.
  - c. The credentialed evaluator reserves the right to institute a professional improvement plan in any area considered Developing or Ineffective.
  - d. During the development of the improvement plan, teachers will be advised that they may seek assistance from STA.
3. Professional Improvement Plan for Teacher Performance. (See Appendix)
  - a. A performance improvement plan may be developed for a teacher who displays a deficiency in his/her performance on the teacher performance side of OTES.
  - b. A professional improvement plan is a clearly articulated assistance program for a teacher whose classroom performance displays a deficiency. Dimensions of the improvement plan shall include:
    1. Specific performance expectations, resources and assistance to be provided;
    2. Timelines for its completion; and
    3. Monetary, time, material, and human resources.
  - c. The credentialed evaluator reserves the right to institute a professional improvement plan in any area considered Developing or Ineffective.



- d. During the development of the improvement plan, teachers will be advised that they may seek assistance from STA.
4. The credentialed evaluator reserves the right to implement an improvement plan at any time independent of the OTES process.

#### **SECTION H - APPEALS**

1. The conclusions and ratings reached by an evaluator, as provided in this Article, shall not be grievable beyond Level 2. Procedural elements of the evaluation process shall be subject to all Levels of the grievance procedure.

#### **SECTION I - PERSONNEL ACTION REQUIREMENTS**

1. If the evaluator or the Superintendent decides to recommend contract nonrenewal, contract termination, denial of continuing contract, or any other adverse personnel action, a conference shall be held at least ten (10) days prior to any official Board action.
2. Notification of any performance based nonrenewal or termination shall only be given at the end of the school day.
3. An Association representative shall be present at the conference together with the teacher, evaluator, and the Superintendent or his/her designee. At this time, the teacher will be advised of the impending adverse personnel action and shall be given the reasons in writing for said action.

#### **SECTION J - DUE PROCESS**

Any violation of procedural due process shall automatically require reemployment of the teacher under a continuing contract, if eligible, or an appropriate limited contract if the teacher is not eligible for a continuing contract.

### **ARTICLE XI. TEACHER CONTRACTS**

#### **SECTION A - JUST CAUSE**

Any type of personnel action shall be subject to applicable provisions of this Contract and pertinent sections of the Ohio Revised Code.

#### **SECTION B - CONTINUING CONTRACTS**

A teacher who becomes eligible for a continuing contract during the term of a multi-year limited contract shall notify the Superintendent or designee in writing by October 1 of the school year in which they become eligible for the purpose of placing said teacher on the proper evaluation format in order to grant a continuing contract. Said teacher shall be granted said continuing contract subject to applicable provisions of this Contract.

## SECTION C - SUPPLEMENTAL DUTIES

### 1. Supplemental Duties Defined:

"Supplemental Duties" shall be defined as those duties which are performed during time in excess of the workday, workweek, work year, or in addition to the employee's regular duties. Such supplemental contracts shall be limited one-year contracts. Employees performing supplemental duties shall be issued written, individual, limited contracts that include:

- a. Duration of supplemental contract;
  - b. Title of supplemental position;
  - c. Amount of supplemental compensation or hourly rate by payment section;
  - d. Supplemental job description.
2. Any Teacher holding a supplemental contract may be continued from year to year in his/her current supplemental position based upon his/her desire to continue in the position, satisfactory performance evaluations and a recommendation from the Superintendent. If a current supplemental contract holder wishes to continue service as a supplemental contract holder and is recommended for continued employment in the supplemental position, such position shall not be considered a "vacancy."
3. Notice of intent to post vacancies/newly created supplemental positions shall be provided to the Association President prior to posting vacancies to the bargaining unit membership.
4. A vacancy shall be considered to exist when a supplemental contract holder provides notice that he/she no longer intends to continue employment in the supplemental position or is nonrenewed.

### 2. Internal Posting of Supplemental Positions:

- a. All supplemental vacancies shall be posted to members of the bargaining unit for not less than five (5) business days. Notification will be sent by email.
- b. In an emergency situation, the posting period may be shortened/reduced, with notice to the Association President.

### 3. Award of Supplemental Positions:

- a. All supplemental vacancies shall first be offered to bargaining unit members. If qualified, the bargaining unit member shall be recommended by the Superintendent to the Board for employment in the supplemental position.

- b. If no qualified bargaining unit member accepts the position, the vacancy shall be advertised to other licensed AND non-licensed persons not currently employed by the Board who hold a pupil activity permit or has the ability to obtain a pupil activity permit.
- c. The Board may hire a qualified licensed or non-licensed person not employed by the Board to fill the vacancy if recommended by the Superintendent.
- d. A supplemental contract holder, appointed based upon an emergency situation as described in Section 2., b., above, shall be non-renewed at the end of the school year with no opportunity for a roll-over. The position shall be posted upon its expiration.
- d. The advertising and posting provisions of this Article are intended to supersede and replace the advertising and posting provisions of R.C. 3313.53.

3. Acceptance of Supplemental Positions:

Acceptance of a supplemental contract shall be voluntary.

4. Compensation for Supplemental Positions:

Compensation for supplemental duties shall be as set forth in this Contract, provided that all compensation paid shall be determined solely according to the principle of equal pay for equal work.

5. Nonrenewal of Supplemental Contracts

The Employer shall provide to the teacher written notice of its intent not to rehire the teacher under a current supplemental contract. This notice shall be given at least ten (10) days prior to posting the position but no later than May 31. Failure of the Employer to provide timely notice of intent not to rehire shall result in the automatic renewal of the contract. Notices of nonrenewal may be provided at any point beyond thirty (30) days following the end of the season/applicable timeframe for performing the supplemental duties.

A teacher's performance in a supplemental position shall not have an adverse effect on the status of his/her teaching contract.

**SECTION D - RESIGNATIONS**

- 1. Any member of the bargaining unit wishing to resign shall notify the Superintendent of Schools of such intent, in writing, as soon as possible.
- 2. No teacher may terminate his/her contract after July 10 preceding the contract year without the consent of the Board. The penalty for an unauthorized resignation is a possible one (1) year suspension of certificate if the Board files a

complaint with the State Board of Education and the State Board decides to suspend the certificate.

## **ARTICLE XII. PROFESSIONAL PERSONNEL RECORDS**

### **SECTION A - CONTENTS OF PERSONNEL FILE**

According to State Department of Education requirements, certain personnel records shall be kept up-to-date and on file for reference at all times. These and other personnel records shall be in one (1) file in the Office of the Superintendent. These personnel records should include, but not be limited to, the following:

1. Application for employment, including references;
2. Copy of latest contract, properly signed;
3. Ohio teaching certificate;
4. Transcript of college credits showing the official record of the degree granted, original or certified copy;
5. Teacher evaluations;
6. Record of tuberculosis test or X-ray;
7. Record of military service;
8. Financial, insurance, attendance, and health forms;
9. Personal and professional data;
10. Transfer requests;
11. Personal review form.

Excluding Item 1, above, the teacher shall receive a copy of any material placed in the personnel file. To facilitate this, a copy of all such material shall be sent to the teacher when the original is placed in the file. Both the original and the copy shall show the date of filing. The teacher shall have the opportunity to reply in writing to any such material, and such reply shall be attached to the file copy.

Anonymous letters or material shall not be placed in the personnel file, nor shall they be made a matter of record.

### **SECTION B - REVIEW OF PERSONNEL FILE**

Upon request to the Superintendent or designee, a teacher shall be given an appointment within two (2) working days to review all contents (excluding Item A.1, above) of his/her personnel file. The teacher may, at his/her option, be accompanied by a person(s) of his/her choice.

After completing a review, the teacher will sign and date the review completion record to be maintained in his/her file.

The President or a designated Association representative shall have the right to examine, at the teacher's written request, the complete files pertaining to the member of the bargaining unit, with the exception of Item A.1, above.

### **SECTION C - MAINTENANCE OF PERSONNEL FILE**

1. The Superintendent shall have responsibility for maintaining the security and confidentiality of the personnel files.
2. Any Administrator or other individual completing information for the personnel file shall be responsible for maintaining the security of such records.
3. Except those listed in Article XII, Section C, Item 6, any person requesting the release of, or to view a teacher's personnel file must submit a request in writing to the Superintendent. When a viewing is requested, the Superintendent will have a minimum of two (2) working days in which to make these records available. The teacher will be notified of this request and given the name, address, telephone number and business association of the person making the request. The person requesting to view the records shall be accompanied by the Superintendent or his/her designee. The teacher and/or the teacher's representative shall have the option of being present as well. When a release of records is requested, the teacher will be notified of the name, address, telephone number and business association of the person making the request and the specific records requested. The Superintendent or his/her designee shall only release those records that are deemed public records by law.
4. Any person who has been found to have initiated or contributed to any unauthorized use of the information contained in the personnel file shall be subject to disciplinary action by the Board and/or provisions of State law.
5. In general, documents shall remain in the file until said information is of no further use. The Superintendent shall approve any removal of documents.
6. Personnel authorized access to files of members of the instructional staff shall be limited to the Superintendent, Directors, Building Principals, and other Administrators directly responsible for said member, and those secretaries who, due to the nature of their job responsibilities, work with personnel records. Members of the Board, acting in their official capacity, shall have access to the personnel files of members of the instructional staff.
7. The originator of a document may request amendments, deletions, or removal of said document. The Superintendent of Schools must approve all such requests.
8. The employee will receive notification of amendments, deletions, and removals.
9. Any document submitted for file by an employee is subject to a written rebuttal.

## **SECTION D - DISPUTES CONCERNING INFORMATION IN PERSONNEL FILES**

If a Teacher disputes the accuracy, relevance, timeliness, or completeness of the personal information pertaining to him/her, he/she may request the School District to investigate the current status of the information. The School District shall, within a reasonable time after receiving the request from the disputant, make a reasonable investigation, in accordance with Section 1347.09, and shall notify the disputant of the results of the investigation and of the action that the School District plans to take with respect to the disputed information. The School District shall delete any information that it cannot verify or that it finds to be inaccurate.

If, after such determination, the disputant is not satisfied, the School District shall do either of the following:

1. Permit the disputant to include within the file, a brief statement of his/her position on the disputed information.
2. Permit the disputant to include within the system, a notation that the disputant protests that the information is inaccurate, irrelevant, outdated, or incomplete. The School District shall maintain a copy of the disputant's statement of the dispute.

The School District shall include the statement or notation in any subsequent transfer, report, or dissemination of the disputed information and may include, with any statement or notation of the disputant, a statement by the School District that it has reasonable grounds to believe that the dispute is frivolous or irrelevant, and the reasons for its belief.

1. The presence of contradictory information in the Teacher's file does not alone constitute reasonable grounds to believe that the dispute is frivolous or irrelevant.
2. If material is deleted -- either from inaccuracy or lack of adequate verification -- or if the Teacher files a statement of dispute, the School District, upon written request from the employee, shall furnish notification that such information has been removed. The Board shall further furnish a copy of the Teacher's statement of the dispute to any person so designated by that employee.

The Board shall clearly and conspicuously disclose to the Teacher (disputant) that he/she has the right to make such a request to the Board.

## **ARTICLE XIII. SCHOOL YEAR/CONTRACT YEAR**

### **SECTION A - SCHOOL DAY**

A normal day for teachers amounts to seven (7) hours and thirty (30) minutes. This includes the lunch period. This can be adjusted in accordance with the time schedule of any particular building, but would approximate the hours 7:30 a.m.-3:00 p.m. for Secondary and 8:30 a.m.-4:00 p.m. for Elementary teachers.

The school day can be adjusted by a teaching period or the equivalent before or after the normal day. If additional flexibility is needed, the Association and Administration will work jointly to explore other options.

Any teacher who wishes to work an adjusted schedule will notify the Building Administrator. If there is sufficient student enrollment and the Master Schedule allows, the adjustment will be made.

### **SECTION B - SCHOOL YEAR**

1. The school year shall contain no more than one hundred eighty (180) days for instruction, one (1) day at the beginning of the school year for opening day meetings and preparation, two (2) Records Days to be held at the end of each semester, and one (1) Inservice Day to be held during the year on a day that is not a scheduled holiday.
2. Teachers new to the District shall be required to attend new teacher orientation according to the school calendar.
3. Should changes in state law mandate the number of days for instruction be greater than stated above, the additional days required will be reimbursed at the teacher's per diem rate of pay.
4. On the final day of the first and third grading periods, students will be released two (2) hours early. That time shall be reserved for student assessment, record keeping and inservice as mutually developed by the teachers and principal in a building.

### **SECTION C - SCHOOL CALENDAR**

1. The School Calendar shall be adopted by the Board, and shall designate workdays with students and work days without students.
2. The person designated by the Board to prepare the School Calendar will, in cooperation with the Association, survey the professional staff as to their suggestions concerning the Calendar.
3. Implementation of these suggestions is subject to the limitations imposed upon the School District by State regulations, which makes it expedient to cooperate with other school districts in the Compact to construct a unified Calendar.
4. The President of the Association will have the right to discuss with the Superintendent, the wishes of the bargaining unit with respect to the School Calendar. Such discussion may be a factor in the final decision.
5. The Calendar will normally be approved with an In-service Day in August, a Teacher Record Day at the end of the first semester, and a Teacher Record Day at the end of the second semester.

**SECTION D - NEOEA DAY**

1. NEOEA Day shall be a day of release from teaching responsibility without compensation. Further, this day will not be calculated as a "deduct" day.
2. A teacher shall participate in NEOEA activities at their discretion.

**ARTICLE XIV. PAYROLL PRACTICES**

**SECTION A - PAYDAYS**

1. Teachers shall receive their salaries in twenty-six (26) equal installments. 2 Paychecks shall be directly deposited every other Friday.
2. Paychecks shall be directly deposited into either a checking or savings account in the financial institution of the teacher's choice. Effective July 1, 2017, notices of direct deposit shall be emailed and also available for review in Kiosk.
3. Necessary forms shall be returned to the office of the Treasurer upon employment with the Board.

**SECTION B - 403B DEDUCTIONS**

Funds for 403B account will be distributed on scheduled pay periods. (twice per month.)

**SECTION C - TPO STIPENDS**

The Association President, Vice Presidents and Secretary/Treasurer shall have the option to be paid a stipend by the Board as identified by the Association. The Association shall reimburse the Board for the cost for the stipends, state/federal taxes, and any applicable retirement costs payable to the Ohio STRS.

**SECTION D - SUPPLEMENTAL INSURANCE DEDUCTIONS**

Teachers shall be able to participate in a tax sheltered supplemental insurance program chosen jointly by the Board and the Association.

**SECTION E - FAIR SHARE FEE**

1. The Association, as agent for the teachers of the Stow-Munroe Falls City School District, shall be entitled to charge a Fair Share Fee.
2. All responsibility for notification, collection and enforcement of this Article rests solely with the Association. However, upon hiring a new employee, representatives of the Board will notify the employee of the Fair Share Fee.
3. The Association shall assume all costs incurred in the notification, collection and

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2 In the event twenty-seven (27) pay dates occur in a fiscal or calendar year, pay dates will be adjusted.



enforcement of this Article. The Association shall pay all legal fees, judgments, and court costs incurred by the Board with regard to this Article. The Association reserves the right to select the attorney to represent the Board with regard to this Article, subject to approval by the Board.

4. The President of the Association shall annually, certify to the Treasurer of the Board the amount of the annual Fair Share Fee for the ensuing school year.
5. The Treasurer of the Board shall be sent a list of members from the Association. Upon receipt of such, the Treasurer shall automatically deduct the dues of said members in eighteen (18) equal payments not to exceed twice per month beginning in October. Authorization may be withdrawn during a period of the final ten (10) days of the Contract. If dues deduction is not revoked during such period, it shall continue for a successive period. The Treasurer shall be sent a list of members of the bargaining unit classified as Fair Share Fee Payers on or about December 1. The Treasurer shall automatically deduct the Fair Share Fee in six (6) equal payments (one per month) beginning after January 15. Failure of the Fair Share Fee Payer to pay the Fair Share Fee directly to the Association, in a manner the Association deems appropriate, no later than January 15, shall not relieve the teacher of his/her liability to the Association for the amount of the Fair Share Fee.
6. It shall be the responsibility of the Association to prescribe an Internal Rebate Procedure for rebate of monies spent on political or ideological matters opposed by the bargaining unit member which are not related to the purposes of enforcing and negotiating the Agreement or grievances.

## **ARTICLE XV. WORKING CONDITIONS**

### **SECTION A - PLANNING PERIOD**

1. Each Elementary School Principal shall provide a break in pupil contact time no less than two hundred (200) minutes per week for each teacher. In establishing Elementary schedules, Principals will strive to provide teachers with reasonable and daily blocks of planning time of no less than thirty (30) minutes. Where possible, common planning time should be provided for collaboration for student intervention and curricular innovations. This time shall be considered an Elementary conference period and may be used for planning parent conferences, teacher conferences and other professional services. Planning time does not include before or after school time if there are supervision duties. Planning time is the total amount of planning time in excess of a thirty (30) minute lunch period as provided by law.
2. Each Secondary School teacher shall receive no less than one (1) planning period per day. This planning time should be approximately two hundred (200) minutes per week. An attempt will be made to decrease duty assignments in an effort to provide common planning time for collaboration on student intervention and/or curricular innovations. Planning time does not include before or after school time. It is the total amount of planning time in excess of a thirty (30) minute lunch period provided by law.

Teachers assigned to teach on an interdisciplinary team at Kimpton Middle School shall receive a team planning period, as well as a personal planning period on a daily basis.

## **SECTION B - FACILITIES**

As soon as possible, the Board shall make available in each school:

1. A Faculty Lounge:

No less than one (1) room, appropriately furnished and vented, shall be reserved for use as a faculty lounge.

2. Parking Facilities:

Each school shall have adequate parking facilities accessible to the school for the exclusive use of the teachers during the working hours.

3. Equipment:

Each teacher shall be provided with a desk and chair for his/her use.

4. Restrooms:

Separate, clean, well-lighted faculty restrooms will be provided for men and women teachers in each building.

5. Storage Facilities:

Adequate storage facilities in which teachers may safely store instructional supplies shall be provided in each classroom in each building.

6. Workroom:

Each school will have a workroom reserved for the use of the teacher and containing the equipment and supplies which are needed for the preparation of instructional materials.

7. Lunch Areas:

A reserved or separate lunch area shall be provided for teachers. The buildings shall be kept in a safe, healthful condition, with hallways and restrooms kept clean.

8. Smoke-Free Environment:

All buildings shall be smoke free.

9. Every effort will be made so that each teacher will be assigned to a proper area in which to teach scheduled classes.

- 10 The Building will be kept in a safe, healthful condition, with hallways and restrooms kept clean.

**SECTION C - CLASS SIZE**

The Board and the Administration shall not exceed the class size requirements of the North Central Association Commission on Accreditation and School Improvement, the State Foundation Program, and whatever Federal regulations might apply. Adult-student ratio relationships shall play an integral part in quality instruction and shall be emphasized in considering staffing needs for each school year. At the high school level no teacher shall be required to teach more than six (6) classes daily. Every effort will be made to limit the number of preparations to no more than three (3).

The Administration will not exceed in Grades K-4 a building ratio of 24:1.

The Administration will not exceed in Grades 5-8 a building ratio of 28:1, exclusive of Band and Choir.

The Administration will not exceed in Grades 9-12 a department ration of 28:1, exclusive of Band and Choir.

**SECTION D - TRAVELING TEACHERS**

1. Between Buildings:

- a. Teachers who travel from building to building will be scheduled with adequate time (no less than 20 minutes exclusive of Highland and Lakeview) to travel from one building to the next.
- b. Traveling shall be considered a duty assignment for any teacher with a full teaching schedule. With less than a full teaching schedule, the traveling teacher will be expected to perform duties at only one of the buildings he/she serves - not necessarily his/her home base.
- c. The traveling teacher will be expected to attend staff meetings regularly at an agreed to building which he/she serves and may, when necessary, be expected to attend staff meetings at other buildings he/she serves. Considerable courtesy on the part of the Building Administrators shall be exhibited when making assignments to "duties" and to staff meetings. Principals in all buildings such teachers serve are expected to keep traveling teachers informed regarding building and classroom concerns that may affect them. Traveling will be considered a duty only if the teacher travels during the day. If the teacher does not travel during the day, he/she may be assigned a duty assignment at the building where he/she is assigned that day.

2. Within a Building:

Teachers who travel from room to room within a building will be provided adequate time between scheduled classes.

3. Upon request, copies of the schedules of all traveling teachers shall be given to the Association President on or before the first day for new teachers, and within three (3) days of any schedule change.

#### **SECTION E - USE OF INSTRUCTIONAL TIME**

The Board and the Administration recognize that educational activities may take the teacher outside the confines of the classroom for activities in the Gym, Cafeteria, Art Room, Music Room, Outdoor Site, etc. Generally, such activities are encouraged and may take place with the prior approval of the Principal, unless such departure would not benefit the instructional program.

#### **SECTION F - CLASS COVERAGE ASSIGNMENTS**

If it is impossible to obtain a substitute, the Principal may call upon staff members to provide supervision of students. Teachers are under no obligation to cover classes during their planning period. Any assignment to cover classes during a teacher's planning period will be voluntary. The following will govern the utilization of regular staff members in a supervisory capacity when a regular substitute is unavailable.

1. Selection, Service, and Assignment
  - a. At the opening of the school year, all teachers will be requested to supply the following information to the Building Principal on provided forms:
    - (1) Willingness to supervise classes during planning period when no sub is available.
    - (2) Frequency of service (how many days a week is the teacher willing to serve).
    - (3) Time of day the teacher is available.
  - b. If a teacher feels he/she is no longer capable of providing supervision when a substitute is unavailable, it will be his/her responsibility to notify the Principal in writing that he/she wishes his/her name to be removed from the supervision roster for a period of time.
  - c. Teachers who indicate availability to serve as outlined above will receive assignments as soon as is practical following determination of need by the office staff.
  - d. The Principal will establish procedures for scheduling and record keeping of supervision work.
  - e. Efforts will be made on the part of the Principal to make an equitable

distribution of opportunities to supervise among the participating teachers.

- f. Payment will be made on the next regularly scheduled pay date, subject to payroll deadlines, during the year at the rate of 1/6 substitute rate per class period (homeroom is excluded from the definition of a "class period") at the Secondary level (Kimpton and the High School) and as follows at the Elementary level:
  - (1) For periods up to 15 minutes the Administration may arrange supervision.
  - (2) For periods of fifteen (15) minutes up to and including thirty (30) minutes: \$14.00 per period.
  - (3) For periods of more than thirty (30) minutes up to and including forty (40) minutes: \$15.75 per period.
  - (4) For periods of more than forty (40) minutes up to and including sixty (60) minutes: \$17.50 per period.
2. The Principal or his/her designee will clearly stipulate in his/her request for emergency supervision that such duty shall be reimbursed under these guidelines. Absent a request or approval from the Principal, no reimbursement shall be made.
3. Only if no volunteer is available, may duty periods at the High School and Kimpton be reassigned to class supervision on a rotating basis with compensation.
4. Only if no volunteer is available at the Elementary level, students will be evenly divided between classes at the same grade level and, if necessary, at grade levels above and/or below, with a maximum of five (5) students being placed in each class. This coverage shall be compensated at \$17.50.
5. For the purposes of this Section, the team planning period at Kimpton shall be considered a duty. Class supervision during a Kimpton teacher's personal planning period shall be reimbursed according to the procedure set forth above.

#### **SECTION G - BUS SUPERVISION**

If it is mandatory that pupils be supervised while awaiting bus transportation, the principal, with the cooperation of the staff, shall establish reasonable assignments for bus supervision. Such schedules will be printed and posted so that all teachers shall know their responsibility.

## **SECTION H - ABSENCE OF BUILDING PRINCIPAL**

In the event of a Building Principal's absence, the entire staff shall be notified as to the Administrator to call upon in case of an emergency.

## **SECTION I - EDUCATIONAL AIDES AND STUDY HALL MONITORS**

Not less than two (2) Study Hall Monitors shall be employed for each Secondary building. Not less than two (2) Educational Aides shall be employed for each Elementary building. Educational Aides in the Elementary buildings shall be employed for no less than current practice (five (5) hours daily). This time shall be increased when conditions such as class size and main streaming require it. The Administration and the Association shall meet to review the conditions that may require extended time for Educational Aides. In the event class size exceeds thirty (30) students per class, every consideration will be given to extending the hours of the Educational Aides in that building so as to provide that teacher with additional Aide time.

Given this section is in accordance with the classified contract.

## **SECTION J - LESSON PLANS**

The teachers of the Stow-Munroe Falls City Schools recognize the value of Lesson Plans for the continuation of the daily activities of all students of the Stow-Munroe Falls City Schools. The ultimate purpose of planning is to provide for the student's continuity of learning.

To that effect, the teacher shall be responsible for the preparation of Lesson Plans.

Lesson Plans shall not be used as an evaluation tool.

## **SECTION K - REMOVAL OF DISRUPTIVE STUDENTS**

A teacher may remove a disruptive student under his/her supervision from curricular or extracurricular activities for a period of less than twenty-four (24) hours without the notice and hearing requirements of Section 3313.66 (A) or (B) of the Ohio Revised Code. As soon as practicable after making such a removal, the teacher shall submit, in writing to the Principal, the reasons for such removal.

## **SECTION L - SUPERVISORY DUTIES**

Teachers at the Elementary level shall not be responsible for lunch supervision, either in the building or on the playground.

No teacher shall have more than one duty assignment per day. Every effort will be made to rotate duty assignments during the school year.

## **SECTION M - NEW STUDENT**

The Principal will give the teacher notice, the day before a new student is placed in his/her class.

When circumstances do not permit this notice, the student will be placed in the class at an appropriate time during the day and with books and other needed materials.

#### **SECTION N - CONFERENCE DAYS**

Recognizing that Teachers confer with parents either by telephone or in person throughout the school year, once Conference Day Schedules have been established (generally twenty (20) minutes per parent/student), teachers shall not be required to meet with more parents than can be scheduled in the conference time allowed.

#### **SECTION O – OTHER WORKING CONDITIONS**

1. If any IAT, MFE, IEP, and/or 504 meeting occurs outside of the school day, teachers whose presence is required will be compensated at the prevailing curricular hourly rate.
2. IEP meetings will take place during the school day to the extent possible. Class coverage will be arranged by the Principal.
3. Special Education staff members are available in every building to assist with the implementation of a student's IEP. The Special Education Supervisor is available to staff upon request.
4. Teachers (except for teachers of students with multiple disabilities and Pre-school) shall not be required to lift or diaper students or to attend to other physical or skilled medical needs of students. No teacher shall be required to administer medication nor to perform any other medical procedure.
5. Teachers shall be paid at the substitute pay rate per day when required to report to work on a nonscheduled workday for the purpose of preparing for due process or legal hearings.
6. Special Educators (teachers, tutors, therapists) shall be offered up to one-half (1/2) day per grading period (upon request) with substitute coverage, for the purpose of writing IEP's and holding IEP meetings, collaborating with classroom teachers, and record keeping. Days must be arranged at least three (3) weeks in advance and paired to take advantage of full day subs. A half (1/2) day per year will be provided for district planned inservice (preferably first semester).
7. The District will provide special education aide support for students with emotional disturbance (ED) and multiple disabilities (MD) according to the ODE case load ratios for intervention specialist's chart.
8. Clerical assistance will be provided to affected staff at Stow-Munroe Falls High School for IEP copying and distribution when access to online/email IEP's is unavailable.

9. Alternate Assessment

Teachers who provide alternate assessments shall be afforded one (1) release day per year for the preparation of administering the alternate assessments.

**SECTION P – RESIDENT EDUCATOR PROGRAM**

1. Resident Educator Program

a. Program Purpose - The Resident Educator Program for beginning teachers will provide coaching, mentoring, and guidance that are critical to improving their skills, knowledge and student achievement and growth.

b. Definitions

1. Resident Educator Program

A four year program created and required by state law that is designed to provide newly licensed educators quality mentoring and guidance. Successful completion is required to advance to a five-year professional educator license.

2. Resident Educator

A Resident Educator is a teacher employed under a Resident Educator license or an Alternative Resident Educator License

3. New To District Teacher

Teachers in their first year hired into the district with prior teaching experience and have either a Professional License or are an RE in year three (3) or four (4).

4. Resident Educator Mentor

A Mentor is a STA member who has been trained through the Ohio Department Education (ODE) Resident Educator Program to provide professional support to a Resident Educator.

5. New To District Mentor

A New to District Mentor is a STA member who has a valid Ohio professional teaching license.

6. Resident Educator Program Coordinator

A Resident Educator Program Coordinator assists Central Office personnel in the implementation of the Resident Educator Program.



c. The Resident Educator Mentor

1. Qualifications:

- a. Must have at least five (5) years satisfactory teaching experience.
- b. Must hold a valid teaching certificate/license.
- c. A Resident Educator Mentor must be trained to serve as a Mentor through the ODE-Academy Day 1 & 2.

2. Selection

- a. Teachers shall communicate interest in becoming or continuing to be a mentor to the Human Resources Director.
- b. An application including responsibilities and time commitments must be completed and returned according to the annual Spring supplemental posting.
- c. A review board, consisting of the Superintendent or his/her designee and the President of the Association or his/her designee and the Resident Educator Coordinator will screen applicants and make decisions on who will serve as mentors. In the event of a conflict, another party such as the building principal or a Central Office administrator, if agreed upon by the Administration and the Association, may serve on the Board to resolve the conflict. The decisions of the Administration shall be final.

3. Responsibilities

- a. The Resident Educator Mentor shall carry out the Resident Educator program in conjunction with the Resident Educator rules, regulations and guidelines developed by the ODE.
- b. The Resident Educator Mentor shall attend all meetings scheduled for the year unless notification has been given and approved by the Program Coordinator.
- c. Each mentor and Resident Educator/NTD Teacher shall be granted release time for a minimum of twenty (20) hours for mentoring activities. Release time shall be separate from any other release time covered under this agreement and shall

be coordinated by the Program Coordinator and the building principal(s).

- d. The Resident Educator Mentor will use the Resident Educator Program formative assessment tools (e.g. collaborative log, Ohio Standards for the Teaching Profession reflection tool, goal-setting agreement, etc.), and protocols to support the Resident Educator.
  - e. The Resident Educator Mentor does not have a formal evaluative role. Any assessments that are evaluative in nature shall not be performed by STA members.
2. New to District Year Mentoring Program
- a. Program Purpose - The New to District Mentoring Program is for new to district teachers that have a professional license. Teachers in their first year at Stow-Munroe Falls Schools will be provided coaching, mentoring and guidance as they transition to the district.
  - b. Definitions
    - 1. New to District Mentoring Program

A one year program created by the Stow-Munroe Falls schools and follows the first year Resident Educator timelines.
    - 2. New to District Mentor

A Mentor is a STA member who has a valid Ohio professional teaching license.
  - c. New to District Mentor
    - 1. Qualifications - The New to District mentor must have at least five (5) years teaching experience.
    - 2. Selection - Members interested in attaining the role of New to District Mentor shall notify the Human Resources Director by posting date located on the yearly supplemental job posting.
    - 3. Responsibilities
      - a. The New to District Mentor shall carry out the following obligations:

1. Design and coordinate yearly goals in collaboration with mentee;
  2. Meet at least monthly with mentee;
  3. Record dates and times of monthly meetings and submit monthly to the Program Coordinator.
- b. The New to District Mentor shall attend all district meetings scheduled for the year unless notification has been given and approved by the Resident Educator Program Coordinator.
  - c. The New to District Mentor does not have a formal evaluative role. Any assessments that are evaluative in nature shall not be performed by STA members.
4. Resident Program Educator Coordinator
- a. Qualifications
    1. The Resident Educator Program Coordinator must have at least five (5) years teaching experience.
    2. The Resident Educator Program Coordinator is a STA member with a valid Ohio teaching license.<sup>3</sup>
    3. The Resident Educator Coordinator will be an ODE trained mentor.
  - b. Selection

Members interested in attaining the role of the Resident Educator Coordinator shall notify the Human Resources Director.
  - c. Responsibilities
    1. The Resident Educator Coordinator shall carry out the following obligations:
      - a. Provides program facilitation and fidelity by planning, implementing, and reporting on the Resident Educator and New to District program.

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<sup>3</sup> In the event of a fiscal emergency or fiscal need, the parties will meet to explore options.

- b. Serves as a direct contact for mentors and Resident Educators and New to District Teachers in the district.
- c. Responsible for planning and implementing an initial two (2) day Orientation prior to the beginning of the school year for Resident Educator or New to District Teachers.
- d. Responsible for providing notice to Mentors, Resident Educators, and administration of the opportunities to attend trainings or support sessions.
- e. Will provide necessary resources for support and professional development for all Resident Educators, New to District teachers and/or Mentors when needed.
- f. Will maintain an up to date list of pre-approved and state-trained Mentors.

5. This Section P. is not subject to the grievance procedure.

#### **SECTION Q - TECHNOLOGY UTILIZATION**

Teachers have an obligation to use and monitor internet usage in accordance with the Child Internet Participation Act and related state and federal laws and regulations.

Teachers will take reasonable efforts to monitor student Internet usage. However, it is recognized that students may encounter inappropriate/offensive material despite reasonable monitoring.

Upon notification by a student of controversial material, the teacher shall inform the principal in a timely manner. The teacher who has reasonably monitored student use shall not be subject to discipline for directing the principal to a problem.

Teachers shall be permitted use of Board provided computers and electronic devices. Any employee who desires to utilize software other than that provided by the District shall first contact the Superintendent or designee for approval to use or load software onto District computer(s) and/or network.

Review of computer files, electronic mail, and voice mail with or without staff member knowledge will only be done in the ordinary course of business and will be motivated by a legitimate business reason. If a Teacher's personal information is discovered, the contents of such discovery will not be reviewed by the District, unless the District has a legitimate business reason for such action. Any information discovered will be limited to those who have a specific need to know that information. This section is not intended to restrict rights under the Ohio Public Records Law.

All technology, computers, phones, e-mail, and voice mail systems are the District's property and are to be used primarily for business purposes.

Because the District's computers are to be used primarily for business purposes, Teachers are prohibited from sending offensive, discriminatory or harassing computer, electronic, or voice mail messages.

## **SECTION R - JOB SHARING**

### 1. Formation of Teams

- a. A Job Sharing Team shall be composed of two (2) full-time Teachers sharing one (1) full-time position. Teachers who are seeking to form a possible Job Sharing Team for the following school year must notify the Superintendent or designee, in writing, prior to February 1. A listing of interested teachers will be posted in each building by February 10. The listing will contain the members name, certification, number of years of experience, current teaching assignment, and total years of teaching experience by area and/or grade level. The formation of the Job Sharing Team is the responsibility of the interested Teachers.
- b. Teachers who have formed possible Job Sharing Teams must notify the Superintendent or designee, in writing, by March 15. These Job Sharing Teams shall be ranked on the basis of the Team members combined system-wide seniority, and -- in cases of ties -- the earliest hire date; those Teams with the greatest seniority and/or earliest hire date shall be assigned Job Sharing positions to a maximum of ten (10) teams per year. All teachers making application for Job Sharing positions shall receive notification of acceptance or rejection no later than the last teacher school day. If more than ten (10) teams apply, the job share team(s) with the least system-wide seniority will be rejected.
- c. Teachers who form a Job Sharing Team must currently be assigned to similar full-time positions and have three (3) years of continuous service unless otherwise approved by the Superintendent in the Stow-Munroe Falls City Schools as defined in Article XXIII (Seniority) of the Master Agreement.

### 2. Assignment

- a. The Job Sharing Team will choose the present full-time position of one of the teachers and shall be in existence for one (1) academic school year. Such position is subject to the assignment rights of the Superintendent. Should a different assignment than the one chosen by the Team become necessary, upon notification by the Superintendent, the Team members shall have the option of accepting the new assignment or dissolving the Team to return to each teacher's original position. Such option must be exercised, in writing, within two (2) weeks of the Superintendent's notification or such assignment will be deemed accepted.

- b. Teachers who wish to continue in the Job Sharing Program for an additional year must reapply by March 15. A Job Sharing Team may not be in existence for longer than ten (10) years unless. If more than ten (10) teams apply, the job share team(s) with the least system-wide seniority will be rejected.
- c. The Job Sharing Team shall present a proposed teaching schedule, including all building responsibilities and a written explanation detailing the individual effects on compensation and benefits to the Building Principal and the Association President. While it may not be possible to make the teaching schedules and responsibilities exactly equal, reasonable efforts shall be made to make the teaching schedules and responsibilities equitable. Members of a Job Sharing Team shall not be assigned duties or responsibilities in excess of a regular full-time position. The schedule shall be approved by the Principal. Both members of the Team shall attend the Pre-School Orientation Day, Professional Day(s); Open House, and system-scheduled Parent Conferences. Staff meetings will be attended by one (1) member of the Team depending on when they are held (a.m. or p.m.), and that member shall inform the other member of the Team of the meeting content.

3. Reinstatement to Full-Time

- a. If the members of the Job Sharing Team do not reapply as provided in Sections 1 and 2 of this Article, they shall be reinstated to full-time position for the following school year. The Team member with the greater seniority shall have the option of retaining the assignment of the Job Sharing Team or being assigned to a position which is comparable to the previously held position. The Team member with the lesser seniority shall be assigned to a position which is comparable to the previously held position. Should no vacancies exist, procedures under Article IX (Reduction In Force) shall be enforced.
- b. An individual who has served ten (10) years on a Job Sharing Team shall be reassigned to full-time status according to Paragraph a, Section 3, above, unless there are not sufficient applicants for the ten (10) Job Sharing Teams and the present Team wishes to continue. If the other member of the Team has less than ten (10) years of service on a Job Sharing Team, that member shall be given the chance to find a new partner and continue the Job Sharing Team.
- c. The Board shall reinstate all eligible Job Sharing teachers to full-time status before hiring personnel from outside the School District to fill a position for which the eligible Job Sharing teacher is licensed.

4. Compensation and Fringe Benefits

Teachers assigned to part-time positions under this Section shall be scheduled to work one-half (1/2) day each day of the school year. Compensation shall be at one-half (1/2) the level which the teacher would receive under a full-time

contract. If a teacher elects to take fringe benefits, costs for Hospitalization, Term Life Insurance, and Dental Coverage shall be per Article IV Section C. Sick Leave shall accrue at the rate of seven and one-half (7.5) days per year.

5. Substituting

- a. In the event that one (1) member of the Job Sharing Team suffers an extended illness (twenty (20) days or more) or takes a leave of absence, the other member of the Job Sharing Team may assume the full-time status if he/she chooses at full pay and benefits. If a teacher chooses to assume the full-time status for the partner who is on leave or extended illness, such teacher shall be awarded full pay and benefits from the first day he/she assumes the full-time responsibility.
- b. Members of a Job Sharing Team may substitute for each other on a casual basis for substitute pay.

6. Seniority

Members of a Job Sharing Team shall be granted one-half (½) year of continuous service for system seniority. Service credit for STRS shall be calculated according to STRS guidelines. Members of a Job Sharing Team shall earn a full step increment on the Salary Schedule.

7. Modifications to Job Sharing Provisions

- a. All job-sharing teams in effect during the 2016-2017 school are subject to the provisions in Sections 1 – 6 above until each team's eligibility expires.
- b. Beginning with the 2017-2018 school year, the Board shall not incur costs, as a result of the creation or elimination of a new job-share team, in excess of one (1) full-time equivalent (FTE) teacher.
- c. Teacher job-share team members shall not be permitted to return from a shared position to a full-time position if such return will result in a reduction in force.
- d. Effective with the start of the 2017-2018 school year, there will be no more than ten (10) job share teams. Job share team shall not exceed a duration of more than eight (8) years. After eight (8) years, the Administration reserves the right to require continuation of the job-share assignment to avoid a reduction in force.
- e. The Board retains the right to determine if a vacancy has been created as a result of the formation of a job-share team.
- f. If one member of a job-share team wishes to withdraw from the team and so withdraws, if the remaining team member wishes to continue to job share and secures a partner, the new team is subject to a new application and the provisions of this Section 7.

- g. Job-sharing team members are required to attend all Professional Development Days (Article XVIII, Meetings, Section E.) and up to two (2) additional content-area professional development days. Compensation for additional time beyond the teacher's regular job-share compensation shall be included in the teacher's regular annual salary.
- h. All provisions related to team formation, assignment, reinstatement, compensation/fringe benefits, substituting and seniority shall continue to apply except as modified in this Section 7.

### **SECTION S - SCHOOL ACTIVITY PASSES**

Teachers currently employed, and those who have retired from service, shall receive one (1) free non-transferable pass to all school events, to include athletics. This pass shall admit the employee and one (1) guest to the event.

### **SECTION T - LICENSURE STANDARDS**

The Stow Teachers' Association and the Stow-Munroe Falls Board of Education shall follow the by-laws of the Local Professional Development Committee as approved by both groups.

### **SECTION U - ART SHOWS**

Substitutes will be provided for one-half (½) day for Art teachers to prepare for the annual Art Show held in each building.

### **SECTION V – PROGRESS BOOK**

- 1. Teachers will use Progress Books to:
  - a. Enter and report grades in a timely manner
  - b. Facilitate parent access
  - c. Enter and report attendance
    - 1) Homeroom (Preschool through 8<sup>th</sup> grade)
    - 2) 1<sup>st</sup> Period (9<sup>th</sup> through 12<sup>th</sup> grade)
  - d. Utilize the "Post homework" feature

### **ARTICLE XVI. FACULTY ADVISORY COUNCIL**

- 1. A Faculty Advisory Council (FAC) shall be formed in each building.
- 2. Teachers and Board Officers from each school will determine annually the type of FAC structure that will be utilized from the choices included here.
- 3. Teacher members of the FAC and the Building Principal must agree in order to use a structure other than Format 1. Said choice shall be communicated to the Superintendent and Association President on or before June 15<sup>th</sup> of each year for the subsequent school year.



4. Such Council shall have as two (2) of its members, the Building Principal and the Association representative.
5. Each FAC shall hold regularly scheduled meetings.
6. It is important that, at the building level, teachers have clear involvement by a well-defined process in the decisions about and the establishment of procedure which directly affects them.
7. This Article does not affect nor alter any individual member's or the Association's right to grieve or the Board's right to act.

#### FORMAT I:

##### 1. Structure

- a. The FAC shall be composed of the Superintendent or his/her designee and an Association Building Representative.
- b. In addition, the Principal may appoint two (2) representatives of the staff including other Administrators in the building.
- c. One (1) teacher for each ten (10) staff teachers or fraction thereof will be elected by the staff. No building shall have fewer than three (3) elected representatives.
- d. All elected members of the FAC will serve staggered terms of three (3) years duration.
- e. The FAC will establish its rules for conducting meetings and select its chairperson within the framework of Robert's Rules of Order.

##### 2. Procedure

- a. Any issue of school building practice and/or procedure affecting teachers, which is a source of concern to them, can be brought before the FAC and discussed. The school building Administration is also encouraged to present items before the FAC. If the concern is not resolved, then the FAC, by majority vote will take the concern to the teacher staff, within ten (10) school days, for consideration and direction.
- b. The general staff meeting will be chaired by the FAC Chairperson. All certificated staff, including the Principal, have the right to attend this meeting.
- c. The majority of the staff, with at least seventy-five percent (75%) in attendance, will determine if the concern should return to the FAC.
- d. The FAC must meet to take action toward resolution of the problem within

three (3) school days, after which the Principal may exercise his/her right to veto the FAC's action.

If vetoed, the concern may become a class action grievance initiated by the Association or brought before the Superintendent, and, ultimately, the Board for resolution.

## FORMAT 2:

### 1. Structure

- a. The FAC shall be composed of the Superintendent or his/her designee and an Association Building Representative.
- b. The Superintendent or his/her designee may appoint two (2) representatives who may be teachers or Board officials.
- c. The Association President may appoint one (1) other member from the building staff.
- d. One (1) teacher for each ten (10) staff members or fraction thereof will be elected by the teachers.
- e. No building shall have fewer than three (3) elected representatives.
- f. All elected members of the FAC will serve staggered terms of three (3) years duration.
- g. The FAC will establish its rules for conducting meetings and select its chairperson.

### 2. Procedure

- a. Any issue of school building practice and/or procedure affecting teachers or Board, may be brought before the FAC and discussed. The school building Administration is also encouraged to present items before the FAC. All decisions of the FAC will be accomplished through consensus.
- b. Training in site-based decision making will be provided to all members of the FAC.
- c. When resources permit, time will be provided during the school day to meet if deemed necessary by the FAC.
- d. The FAC is a governing body and their decisions shall be final and will be implemented by all building personnel. Such decisions must conform with and not modify, alter nor violate in any way the Master Agreement between the S.T.A. and the Board, the SCEA and the Board, any policy adopted by the Board, rules or regulations adopted by the State Board of Education, or any applicable provision of State or Federal law.

- e. Personnel issues involving the evaluation, assignment and/or disciplining of teachers will remain the exclusive responsibility of the Board and may not be discussed by or brought before the FAC.

## **ARTICLE XVII. MEETINGS**

### **SECTION A - BUILDING MEETINGS**

Various types of meetings are held within each building as needed to cope with various educational issues. These meetings are scheduled by the Building Principal. Time, frequency and topics are determined by each Building Principal with the advice of his/her staff.

### **SECTION B - GRADE LEVEL OR DEPARTMENTAL MEETINGS**

1. Periodic meetings are planned for Teachers in the same subject area or teaching on the same grade level. Such meetings may be held occasionally within a building or on a district-wide basis.
2. Teachers or Building Principals interested in a common topic or wanting to conduct a study of problems in their subject or grade level area may do so by contacting the Superintendent or his/her designee.

### **SECTION C - OTHER MEETINGS**

Committee meetings and meetings for the discussion of specific areas shall be scheduled as needed.

### **SECTION D - ATTENDANCE AT MEETINGS**

1. Teacher attendance at designated meetings shall be a part of the normal duty of a Teacher.
2. A Teacher who finds it impossible to attend an assigned meeting shall notify the Building Principal or the Committee Chairperson beforehand to obtain prior approval for such absence and mutually agree how to obtain information provided at the meeting.

### **SECTION E - PROFESSIONAL DEVELOPMENT DAYS**

1. Professional Development day(s) are designed to assist teachers and enhance skills.
2. Professional Development day(s) shall be organized and planned by the Board.
3. Break-Out Sessions, if offered, provide the teacher with the opportunity to select the program(s) the teacher wishes to attend.
4. One-half of the first professional development day per school year shall be

available for teachers to complete Public School Works and/or work in his/her classroom. Public School Works shall be due on said day or if the teacher is absent, upon the first day of return.

## **ARTICLE XVIII. EMPLOYMENT**

### **SECTION A - EMPLOYMENT PROCEDURES**

Employment procedures of the Board shall include selection of the best available teacher for all positions. Such decisions shall be based primarily on training, experience, personal references, and such other objective and subjective data as may be available. There shall be no discrimination concerning the employment of spouses or other close relatives by blood or marriage, provided one relative shall not be placed in a position to exercise supervision over one another.

A teacher employed as a substitute with an assignment to one (1) specific position shall, after sixty (60) days of continuous service, be granted Sick Leave, personal leave days, and other local privileges granted to regular teachers, including a salary not less than the minimum salary on the current Salary Schedule.

A teacher employed as a substitute for one hundred twenty (120) days or more during a school year, and reemployed for or assigned to a specific teaching position, shall receive a contract as a regular teacher.

### **SECTION B - NOTIFICATION OF HIRING**

The Association shall receive written notification of all certificated/licensed individuals hired.

Such notification shall include type and area of certification/license, date of hiring, assignment (building or department) and type of contract issued.

## **ARTICLE XIX. ASSOCIATION RIGHTS**

### **SECTION A - INSERVICE MEETINGS FOR S.T.A.**

1. The Association has the right to conduct an in-service session up to one (1) day per year. This will be a regular paid teacher day. The day reserved for this purpose shall be the Teacher Record Day, between semesters.
2. Teacher attendance will not be optional.

### **SECTION B - EXTRA DUTIES FOR BUILDING REPS AND/OR S.T.A. OFFICERS**

Every possible courtesy will be provided to any official of the S.T.A., with consideration to extra duty, study halls, and conference periods.

Association officers will not be assigned regularly scheduled duties. Duties may be assigned in special circumstances when additional supervision of students is deemed necessary. Upon request of an Association officer, planning and/or duty periods shall

be scheduled at the end of the school day, whenever possible. Association officers shall be released from duties for Association business on request. Any dispute regarding this matter shall be submitted to expedited arbitration.

### **SECTION C - COMMITTEE PARTICIPATION**

1. An opportunity shall be provided for one (1) or more representatives of the Association to participate in the initial planning of any school committee engaged in formulating programs or projects in which the teachers might be required to participate. Example: Inservice, levies, etc.
2. The Association, from time to time may wish to purchase released time for its President from regular teaching responsibilities. It may do so, subject to Board approval, by notifying the Superintendent by June 1 of any calendar year, and by making restitution for all salary, retirement, and fringe benefits, which would equal the proportion of teaching time purchased. Such purchase of time shall be for one (1) entire academic year and may be renewed.

### **SECTION D - RELEASED TIME**

Upon the annual election of the Association President, he/she shall meet with the Superintendent, his/her Building Principal and the Labor Relations Consultant to establish the number of release days/hours/schedule for the coming school year. Release days provided annually shall not be less than the equivalent of 30 not more than 60 days.

Members of the Stow Teachers Association who are the elected delegates to the Delegate Assemblies of the Ohio Education Association, the National Education Association, or the North Eastern Ohio Education Association shall be granted release time without loss of pay to attend these assemblies.

Members of the bargaining unit who are elected or appointed to union offices shall be granted leaves of absence with no forfeiture of salary or retirement, fringe benefits, and contract rights as long as restitution for salary, total retirement, and fringe benefits are made to the Board. Restitution shall be equal to the cost for services for the member had he/she been in active service.

### **ARTICLE XX. NO REPRISALS**

The Board and the Administration agree that there will be no reprisals of any kind taken against the members of the bargaining unit for legal action taken relative to negotiations and/or membership representative and/or holding office in the Association and/or for the formal filing of a grievance.

### **ARTICLE XXI. SENIORITY**

#### **SECTION A - DEFINITION**

"Seniority" shall be defined as the length of continuous service in the Stow-Munroe Falls City School District. For teachers hired on or after June 1, 2007, seniority shall be defined

as length of continuous service as a Teacher in the Stow-Munroe Falls City School District.

**SECTION B - EFFECTS OF LEAVES**

Unpaid leaves of absence will not add to or subtract from the length of continuous teaching service in the School District.

Length of continuous teaching service of a teacher who has returned to employment following resignation or other termination of employment shall be measured from the date of his/her return.

**SECTION C - EFFECTS OF SUPPLEMENTAL CONTRACTS**

Supplementary contracts shall not be considered in determining seniority.

**SECTION D - APPLICATION OF SENIORITY**

Application of seniority in all Articles in this Master Contract, except Article IX (Reduction In Force), shall be defined as follows:

Elementary

1. Length of continuous service in the School District as defined in Section A, above; then
2. Total years of service in the buildings, then
3. Total years of service in the grade level.

Secondary

1. Length of continuous service in the School District as defined in Section A, above; then
2. Total years of service in the department; then
3. Total years of service in the building.

**ARTICLE XXII. TEACHERS' RIGHTS**

**SECTION A - NOTICE OF MEETING**

Any teacher who is required to appear before the Administration, Board, or any committee or member thereof concerning any disciplinary matter shall be given written notice of the reasons for such meeting or interview within a reasonable time beforehand and shall have Association representation to advise and/or represent the teacher during such meeting or interview.

## **SECTION B - MEETING**

During the course of any meeting or interview, if the teacher or the Administration reasonably believes that disciplinary action may be contemplated against that teacher or any other teacher, the meeting shall be terminated until such time as Association representation is present.

## **SECTION C - RIGHT TO REPRESENTATION**

All S.T.A. members shall have the right to be accompanied by an Association representative(s) to any meetings with Stow-Munroe Falls School Administrators and/or Board members, whenever the teacher requests.

## **SECTION D - PROGRESSIVE DISCIPLINE**

1. No teacher shall be criticized, reprimanded or disciplined in the presence of anyone except administrative supervisory personnel.
2. The Administration/Board shall make every possible effort to avoid any form of public and/or personal embarrassment of a teacher.
3. No employee shall be disciplined, reduced in rank or compensation, demoted or otherwise deprived of any professional advantage without "just cause" and compliance with applicable provisions of this Contract. An employee contract non-renewal is not subject to this Article.
4. Bargaining unit members who violate the written rules, policies and regulations set forth by the Board of Education and the administration may be subject to Progressive Discipline. The purpose of this progressive disciplinary procedure is to secure, at the lowest possible level, solutions to problems which may arise during the school year affecting employees' compliance with district rules, regulations, policies or directives in an effective and confidential manner. Progressive Discipline shall be for just cause and not implemented in an arbitrary and capricious manner.

a. Verbal Warning

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

b. Written Reprimand

Within three (3) workdays of the event, the administrator shall meet with the employee to discuss the reprimand. The employee will have the right to rebut any written reprimand.

c. Suspension

The Superintendent may suspend an employee without pay for up to three (3) workdays.

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

If requested in writing within three (3) contract days of receipt of the notification, the employee will be granted a hearing before the Board in executive session no later than the next regularly scheduled meeting. The employee may be accompanied by a representative and will be given the opportunity to explain why suspension is not warranted. Within five (5) contract days following the hearing, the Board shall provide a written notice, including the reason(s) and the effective date(s) of the suspension if it decides suspension is warranted.

Fringe benefits shall remain in effect during the time of any suspension.

If any grievance is filed because of a suspension without pay, the grievance may be subject to expedited arbitration by the Association. When circumstances require, nothing herein shall preclude the Superintendent from suspending a bargaining unit member with pay.

5. This procedure shall not be construed as to limit or to prevent an administrator from discussing concerns or problems in private with any teacher. This action shall not be referred to as Employee Discipline. All verbal discussions will be considered informal and will have no bearing on future Employee Discipline.

### **ARTICLE XXIII. EMPLOYMENT OF RETIRED LICENSED EMPLOYEES**

#### **SECTION A - LIMITATIONS**

The Superintendent may recommend employment of a teacher who has retired under STRS only when the retired teacher is certified for a vacant teaching position and only when no teacher currently on staff possesses the certification required for the vacant position. The Superintendent shall have the sole discretion whether to recommend a retired teacher for employment and nothing in this Memorandum of Understanding shall create any right or expectation for a retired teacher to be re-employed after retirement.

#### **SECTION B - CONTRACTS**

A retired teacher will receive a one-year limited contract each year the retired teacher is employed by the Board following retirement. A retired teacher shall not be eligible for a continuing contract at any time during the teacher's employment by the Board after retirement.



### **SECTION C - COMPENSATION**

A retired teacher will be placed no higher than BA+5 or MA+3 on the salary schedule for any year that the retired teacher is employed after retirement.

### **SECTION D - SENIORITY**

A retired teacher shall have no seniority upon re-employment by the Board. A retired teacher shall not accrue seniority for any service during employment following the teacher's retirement.

### **SECTION E - REDUCTION IN FORCE**

If it becomes necessary to implement Reduction in Force procedures, a retired teacher who is selected to have his/her contract suspended shall not be assigned to another area of certification and the "bumping" rights set forth under Article IX, Section B(3)(g) of the Master Agreement shall not apply to the retired teacher.

### **SECTION F - BENEFITS**

A retired teacher shall receive insurance benefits, sick leave, unrestricted personal leave and other leave under the terms provided in the Master Agreement.

## **ARTICLE XXIV. STOW LEADERSHIP ACADEMY/KSU**

### **SECTION A - PROGRAM**

Pending approval, the Board agrees to offer, for the 2017-2018 school year, an one-time \$500.00 stipend to be applied to the tuition costs for credits taken in the Stow Leadership Academy Cohort in conjunction with Kent State University. This stipend is over and above tuition reimbursement to which the bargaining unit member is otherwise entitled. Continuation of this provision in future years is dependent upon Board approval which shall be annually sought.

## **ARTICLE XXV. EFFECTS OF THE CONTRACT**

### **SECTION A - LENGTH**

The terms of this Agreement between the Stow-Munroe Falls City School District Board of Education and the Stow Teachers' Association shall be for three (3) years from July 1, 2017, through June 30, 2020, and shall be automatically extended for one (1) additional year, from July 1, 2020, to June 30, 2021, unless either party provides the other party with ninety (90) days' written notice of its intent to modify the one (1) year extension provision provided herein.

### **SECTION B - MAINTENANCE**

During the duration of this Contract, the Board shall maintain all terms, conditions and benefits of employment at not less than the level in effect as of the effective date of the Contract.

**SECTION C - EFFECTS**

This Contract represents the full understanding and commitment between the parties as to its inclusions, as well as any previous agreements not specifically set forth hereto.

**SECTION D - CONFLICTS**


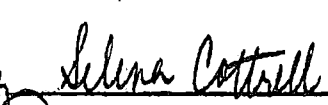
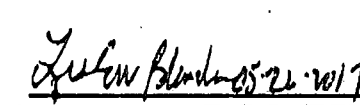
The Board shall change its personnel policies and practices as may be necessary in order to give full force and effect to this Contract. Should there be a conflict between this Contract and such policy or practice, then the terms of this Contract shall prevail.

**SECTION E - DISTRIBUTION**

Within thirty (30) days after this Contract is signed, copies shall be printed and distributed to each member of the bargaining unit. The expenses shall be shared equally between the Board and the Association. Each employee hired thereafter shall receive a copy. Any subsequent revisions or amendments shall be printed with the expense shared equally between the Board and the Association.

**SIGNATURES TO AGREEMENT**

		5/22/17
Board of Education	Superintendent	Date

		
Stow Teachers Association	Stow Teachers Association	OEA Labor Relations Consultant

FORM . . . A GRIEVANCE PROCEDURE

COMPLAINT BY THE AGGRIEVED

(Please Type or Print)

Aggrieved  
Person \_\_\_\_\_

Date of Formal Presentation \_\_\_\_\_

Home Address \_\_\_\_\_ Phone No. \_\_\_\_\_

School \_\_\_\_\_ Principal \_\_\_\_\_

Years in School System \_\_\_\_\_ Subject Area/Grade Level \_\_\_\_\_

Name of Association  
Representative \_\_\_\_\_

STATEMENT OF GRIEVANCE:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ACTION REQUESTED:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Aggrieved Person

FORM B . . . GRIEVANCE PROCEDURE

DECISION ON GRIEVANCE

(To be completed by principal, administrator, or Board of Education at whatever step of the Grievance Procedure is appropriate.)

Aggrieved Person \_\_\_\_\_ School \_\_\_\_\_

Date of Formal Grievance Presentation \_\_\_\_\_

DECISION:

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---

---

Date of Decision \_\_\_\_\_

Signature & Title of Person(s) Decision

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AGGRIEVED PERSON'S RESPONSE:

\_\_\_\_\_ ACCEPT

\_\_\_\_\_ REJECT

---

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Date of Response \_\_\_\_\_

\_\_\_\_\_  
Signature of Aggrieved Person

PERSONNEL RECORDS REVIEW

I REVIEWED MY PERSONNEL RECORDS ON THE DATE INDICATED BELOW:

---

Signature of Person Reviewing Records

---

Date

Signatures of Other People Present

---

---

---

STOW CITY SCHOOLS  
SICK LEAVE REPORT  
(To be submitted promptly after each absence)

Employee's Name \_\_\_\_\_ Position \_\_\_\_\_

Building \_\_\_\_\_ Number of Days Absent \_\_\_\_\_

Reason for use of Sick Leave (Check One):

- Personal Illness
- Pregnancy
- Injury
- Exposure to contagious disease which could be communicated to others
- Illness, injury or death in employee's immediate family [as defined in the Board Policy or the labor agreement(s)]

If the reason for your Sick Leave request is illness, injury, or death in your immediate family [as defined in Board Policy or labor agreement(s)], indicate the name and relationship of the immediate family member [as defined in Board Policy or the labor agreement(s)]:

\_\_\_\_\_

\_\_\_\_\_

If medical attention was required, indicate:

Name of Physician \_\_\_\_\_

Address of Physician \_\_\_\_\_

Dates Consulted \_\_\_\_\_

I understand that falsification of this statement is grounds for termination of my employment under RC 3319.081 or 3319.16.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Employee

Approved  
 Disapproved

\_\_\_\_\_  
Signature of Responsible Administrator

\_\_\_\_\_  
Date

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WITH THE COMPLIMENTS  
OF THE

STOW TEACHERS ASSOCIATION  
3869 DARROW ROAD, SUITE 108  
STOW, OHIO  
44224  
(330)686-2819

OHIO EDUCATION ASSOCIATION  
591 BOSTON MILLS ROAD  
HUDSON, OHIO  
44236  
(330)-650-9200  
1-800-654-4034

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Deborah Pauley, S.T.A. President

Lee Ernest Blanden, Labor Relations Consultant





## STATEMENTS OF INTENTION

1. Within fourteen (14) days of ratification of this successor agreement, the Board shall cause notice to be provided to all bargaining unit members related to access of Kiosk to enable the member to view and/or print a copy of his/her compensation notification provided through direct deposit, including instructions and a contact person if the member has questions.
2. By October 1, 2017, the STA President will be provided information related to procedures for development, maintenance and revision of Section 504 Plans for applicable students. The Director of Special Services, the Director of Human Resources and Building Principals shall cooperate in the development of this information with the intention that current procedures will be identified as they may apply to various grades and/or buildings.
3. College Credit Plus (CCP)
  - a. No existing bargaining unit position shall be eliminated, and no bargaining unit employee shall be displaced, as a result of the District's participation in CCP. Any classes offered by the District to students through the CCP program shall first be offered to qualified bargaining unit members.
  - b. Any assessment of the teacher required to be done by the college or university as part of the requirements of the CCP program shall not be counted as a part of the teacher's regular evaluation in any way nor shall it be included in the teacher's personnel file, except upon written request of the teacher.
4. The Board will continue to determine class size, consistent with consideration for researched-based practices, the academic setting, the needs of students, facilities and instructional leaders/teachers. The Board will monitor class size to ensure an appropriate educational environment to support student achievement.