
NEGOTIATIONS AGREEMENT

between the

**SWITZERLAND OF OHIO
LOCAL SCHOOL DISTRICT
BOARD OF EDUCATION**

and the

**SWITZERLAND OF OHIO
EDUCATION ASSOCIATION**

September 1, 2017 to August 31, 2020

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ARTICLE 1 – RECOGNITION

- A. The Switzerland of Ohio Local School District Board of Education, hereinafter referred to as the “BOARD”, recognizes the Switzerland of Ohio Education Association, as affiliated with the Ohio Education Association and National Education Association, hereinafter referred to as the “ASSOCIATION”, as the sole and exclusive agent representing the bargaining unit. The bargaining unit shall be defined as all certificated/licensed employees who are under contract with the Board to teach/work a full school year, excluding substitute teachers, social workers, school psychologist and all full-time administrative staff and/or supervisory employees who have the administrative authority to employ, evaluate, transfer, assign, recall, discipline or discharge members of this bargaining unit or have the responsibility to make recommendations thereon.
- B. The Association recognizes that the Board is the duly elected body charged by law with the authority and responsibility to establish the education and other policies of the Switzerland of Ohio Local School District, and is further charged by law with the sole authority and responsibility to establish the rules and regulations by which the School District shall be governed. Accordingly, subject only to the limitations specifically set forth in this agreement, the Association recognizes that the Board retains the sole and exclusive responsibility and authority with respect to the management, supervision and control for the Switzerland of Ohio Local School District, including the right to employ, direct, assign, evaluate, terminate, non-renew, promote, demote, lay-off, recall and transfer employees; the right to establish and amend from time to time policies, rules and regulations not inconsistent with the provisions of this agreement which are to be applicable to and observed by the employees.
- C. The Board and Association recognize that any newly created certificated/licensed position will be considered bargaining unit or administrative in nature as governed by the preceding paragraphs. There shall be no replacement or reduction of current bargaining unit services or positions with services or personnel outside of the bargaining unit except as hereinafter provided:
1. Should any new special education units be created by the State Department of Education that will be offered exclusively to County Educational Service Center, then such positions may be filled through the Ohio Valley Educational Service Center (e.g., ED units). It is further contemplated that no talented and gifted positions will be eliminated provided they are fully funded.
 2. Should any low incidence handicap “partial unit” exist which requires that such unit be combined with other districts in order to obtain enough units to become fully funded, then such low incidence handicap service may be offered through the Educational Service Center.
 3. It is agreed and understood that items 1. and 2. above are conditioned upon such positions being filled by attrition only. It is further contemplated that no current

fully funded positions will be eliminated, including LD, CD, ED Speech, & Hearing, and/or multi-handicapped.

- D. The Association shall neither encourage nor engage in any unlawful strike activity against the Board during the term of this agreement. No member of the bargaining unit shall be required to cross a picket line established by any Ohio Valley Educational Service Center employee(s) who is engaged in a strike against the Board.

ARTICLE 2 – DEFINITIONS

- A. Day means calendar day unless otherwise indicated.
- B. Good Faith – The obligation of the parties to bargain with each other for the purpose of reaching an agreement on matters which are negotiable. All parties are obliged to deal openly and fairly with the other. If a proposal is unacceptable to one of the parties, the party is obligated to give its reasons and offer counter proposals. Such obligation shall not require either party to change its proposal on any matter being negotiated.
- C. Party – Party when used shall mean the Association and the Board.
- D. Seniority – Seniority used in this agreement means the length of continuous employment in a bargaining unit position in the Switzerland of Ohio School District, beginning with the most recent date of employment. An employee shall accrue seniority only while on active pay status. Seniority shall be lost when an employee resigns, retires, or leaves the employment of the Board of Education for any reason. Administrators shall retain seniority based upon continuous service in a bargaining unit position in the district but shall not accrue seniority while employed in an administrative position. If employees have the same hire date, the employee with the earliest birthdate in the calendar year shall be senior. If birthdates are the same, the employee with the largest last four digits of the social security number shall be deemed more senior.
- E. School year shall be defined as the term beginning July 1 and ending June 30 as provided by Ohio Revised Code.

ARTICLE 3 – NEGOTIATIONS PROCEDURE

- A. Either party may initiate negotiations by serving notice upon the other party of a desire to negotiate between sixty (60) and one hundred twenty (120) days prior to the expiration of the contract. A request from the Association shall be sent to the superintendent. A request from the Board shall be sent to the president of the Association.

Within one (1) week of the request, a mutually convenient meeting date shall be arranged.

B. The Association and the Board shall simultaneously exchange specific proposals in writing at the first meeting. Subsequently, no new proposals shall be presented by either party unless otherwise mutually agreed.

C. Negotiations Teams

Each team shall be made up of five (5) people of the party's choice. Each team shall designate a chairperson. In addition, each team shall be permitted to have three (3) observers who will not speak during the bargaining sessions. Negotiations shall be conducted exclusively between said teams. If negotiations occur during a normal work day, the Board shall cover the cost of a substitute for the President of the Association, the five (5) members of the Association's negotiations team, and one (1) Association observer. The Association shall cover the cost of a substitute for any additional observers.

D. Information

The designated representatives of the Board and the Association agree to make available to each other upon written request and within a reasonable period of time all available public information on matters which are being negotiated.

E. Caucuses

Either group shall have the right to recess for independent caucus at any time. Each caucus shall be limited to one (1) hour unless otherwise mutually agreed.

F. Item Agreement

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

G. Agreement

When an agreement is reached by the teams, that agreement shall be reduced to writing and signed by the chairperson of each team. Each team will recommend favorably to its members the acceptance of the tentative agreement. The tentative agreement shall be submitted to the Association for possible ratification and the results of the ratification vote by the Association's membership shall be communicated to the Board in writing by the president of the Association. Upon receipt of notification that the Association has ratified the agreement, the Board shall meet within fourteen (14) days to consider the approval or non-approval of the tentative agreement. Only if the agreement is ratified and approved by both the Association and the Board shall it become effective. No

provision of the resulting agreement shall discriminate against any staff member because of membership or non-membership in the Association.

H. Impasse

The following alternate dispute settlement procedure shall replace ORC 4117.14(C)(2) through 4117.14(D)(1) in the negotiations of a successor contract.

In the event that agreement cannot be obtained on all issues being negotiated within thirty (30) days of the first negotiation session, either party may declare impasse and request the assistance of a mediator from the Federal Mediation and Conciliation Service to assist the parties.

A request for mediation shall be considered a joint request. The mediator shall have authority to call meetings including dates, times, and locations; however, the mediator shall have no authority to bind either party to any settlement. The costs, if any, associated with the mediator and any meeting room shall be shared equally between the parties.

In the event that the services of a mediator are called upon, the Association shall have the right to strike after twenty (20) days of the mediation process have occurred, or after the expiration of the Negotiated Agreement, whichever occurs last, in accordance with 4117.14(D)(2) of the Ohio Revised Code.

I. Public Communications

Both the Board and the Association agree that communications regarding negotiations shall be mutual, in a professional manner.

The Board and the Association reserve the right to issue press releases and/or comment publicly about the negotiations between the parties and any and all issues related to such negotiations, in the event of impasse.

ARTICLE 4 – GRIEVANCE PROCEDURE

A “grievance” is defined as an alleged violation, misapplication, or misinterpretation of the Negotiated Agreement.

“Grievant” is any member of the Association or the Association itself alleging that a grievance has occurred. A grievance shall be filed by the Association member affected by the action being grieved. The Association may file a grievance on matters that affect the Association itself or on behalf of two (2) or more grievants.

“Time periods” – In computing the time periods described in this article, “days” shall refer to work days. Working days in the Switzerland of Ohio School District are those days when the

Central Office is open for regular business. The described time period shall begin to run on the day following the date of the act, event, or occurrence which initiates the running of the time period.

“Immediate Supervisor” is the certificated/licensed person to whom an individual is directly responsible and who has a meaningful responsibility in evaluating and recommending their employment.

Level One (Informal) – A grievant may initiate this procedure in the following manner: the grievant must meet with his/her principal, or immediate supervisor most directly concerned with the grievance, and discuss the matter in his/her own behalf to seek resolution of same within fifteen (15) days of the date on which the grievant knew or should have known of the occurrence of the act or condition on which the grievance is based. If the grievance is not brought within this time period, it shall be deemed waived. Prior to the meeting, the grievant must advise the immediate supervisor that the requested meeting is a Level One grievance meeting. A grievance may be submitted directly to Level Two if the immediate supervisor does not have authority, or relinquishes the authority to resolve the matter.

Level Two – In the event that the grievance is not resolved at Level One, the grievant may file a written grievance. The grievance shall include a statement of the alleged specific violation, misinterpretation or misapplication of the Negotiated Agreement, with citation to the specific Article allegedly violated, misinterpreted, or misapplied, and the relief requested. The grievance shall be filed with the Superintendent or his designee no later than fifteen (15) days after the conclusion of the Level One meeting.

Within ten (10) days of the Superintendent receiving the written grievance as provided herein, the Superintendent or his designee shall meet with the grievant and an Association representative, if the grievant wishes to be accompanied by same, in an effort to resolve the grievance. The Superintendent shall respond in writing to the grievance within ten (10) days after the hearing setting forth his decision.

Level Three – If the grievance is not resolved at Level Two, it may be appealed to the Board by filing a written notice of appeal with the Treasurer of the Board, stating the grounds for the appeal within five (5) days of the receipt of the Superintendent’s decision. The Board shall notify the grievant within five (5) days of the receipt of the notification of the date, time, and place where such appeal will be heard. If the Board determines that it does not wish to hear the grievance, it shall give notice of this fact to the grievant who shall then be entitled to appeal directly to Level Four. In the event the Board elects to hear the grievance, the hearing shall be at the Board’s next regularly scheduled meeting unless mutually agreed otherwise.

Level Four – In the event that the Board hears the grievance, its written decision shall be transmitted in duplicate by certified mail to the grievant within ten (10) days following the hearing. If a grievance has not been resolved to the satisfaction of the grievant or not heard by the Board, the grievant may seek resolution through binding arbitration. Within five (5) days after the written decision of the Board has been received, the grievant, by written request to the Treasurer of the Board, shall service notice of his/her desire to appeal the decision to binding

arbitration. The arbitrator shall be selected from a list provided by the American Arbitration Association in accordance with its rules and regulations. Either party may request a second list of arbitrators. The arbitrator shall issue a written decision and deliver his/her decision to the grievant and the Board. The decision of the arbitrator shall be binding on all parties.

Representation

- A. A grievant may request representation at the informal level of the grievance procedure and at any other level. Before the informal level meeting, the grievant or his designated representative should notify the administrator or supervisor involved so that person, too, will have the option of inviting a representative or observer to the meeting.
- B. The Association may represent an aggrieved employee, or be present if not representing such employee, at any level of the grievance procedure at which the dispute may be resolved.
- C. No grievance shall be advanced to Level Four (Arbitration) without the approval of the SOEA Grievance Committee.

Costs – The parties agree to share equally (50-50) the costs and fees for the arbitrator, including the fee of the American Arbitration Association, but each party shall be responsible for the costs and fees of its own respective representatives.

Failure to Respond – If the appropriate administrator or the Board fails to meet the timelines set forth herein or at any level of the grievance procedure, the grievance shall be automatically advanced to the next step of the grievance procedure.

Failure to File Timely – If the grievant fails to advance the grievance within the timelines specified, the grievance shall be considered waived. A grievance may be withdrawn at any level by the grievant, but the matter cannot be reopened on the same occurrence.

ARTICLE 5 – ASSOCIATION RIGHTS

Only the Association shall be entitled to the following exclusive rights:

- A. The Association may use a bulletin board or other visual space in each school building designated by the building principal.
- B. Bargaining unit members shall have the privilege of payroll deductions for Association dues (local, district, state, and national affiliates) with said deductions being made in twenty-two (22) equal installments beginning with the first paycheck in October.

Bargaining unit members desiring dues deductions shall sign an authorization form requesting payroll deductions of any and all dues and assessments of the Association and its affiliates. Such authorization shall continue in effect until such time as said member

gives written notice to the treasurer of the Board to discontinue such deductions or employment with the Board terminates.

If a member leaves the bargaining unit or gives written notice to the treasurer of the Board to discontinue such deductions, or make any other membership status change the Board treasurer shall provide the Association treasurer and the membership chair of the Association written notice within five (5) working days of such action the name of said member(s) making such a request. However, any remaining dues owed shall be deducted from the next payroll check.

The Association agrees to defend, indemnify, and hold harmless the Board, superintendent, treasurer, and all other Board employees and officials against any claim made by a teacher against any of them in connection with deduction of dues or assessments under this Article.

The Association shall have exclusive payroll deduction rights for teachers in the bargaining unit.

Payroll deductions should be provided for without cost to the Association for the following purposes:

1. UTP Dues
 2. Ohio Valley Community Credit Union
 3. Life Insurance (Deductions for those companies and teachers currently taking said deductions)
 4. Tax Sheltered Annuities
 5. Political Contributions
 6. Savings Bonds
 7. Health Insurance
 8. Fair Share Fee
- C. The Association may use the school mailboxes or school email for the purpose of placing letters or memoranda in same.
- D. The Association may use the school building for meetings with the approval of the building principal. This approval shall not be unreasonably withheld.
- E. If individual school equipment is not in use for school purposes, the Association may use said equipment with the exception of the P.A. Systems and All Call systems. All

equipment will be checked as to condition by the building principal and the Association building representative prior to its use so that in the event of damage or breakage, the Association will be responsible to repair or replace said equipment at pro-rated marked value. Supplies used in connection with such equipment will be furnished or paid for by the Association.

- F. The president shall be provided with a copy of the Board agenda at the same time it is given to Board members. Policy changes will be enclosed with the Board of Education agenda that is sent to the president of the Association. The president of the Association shall be placed on the Board agenda upon his/her request provided the issue has first been discussed with the superintendent or his/her designee.
- G. The Association shall be allowed use of the inter-school mail pick-up and delivery system.
- H. There shall be no reprisal of any kind taken against any teacher by anyone as a result of his/her membership or non-membership in the Association or participation or non-participation in any of its lawful activities.
- I. With the written approval of any employee, the Board shall provide the Association with the employee's address.
- J. If a staff directory is prepared by the Board, a copy will be provided the president of the Association and a copy placed in each teacher's lounge.
- K. Representatives of the Association may make announcements at the end of school faculty meetings.
- L. The president of the Association shall be invited to participate in the new teacher orientation day.
- M. A copy of the Board minutes will be published online on the Board's website once approved by the Board. The Association President or designee will be provided a written copy of the previous Board meeting's proposed minutes at each Board meeting.
- N. Upon the request of the Association president, the superintendent or designee shall meet once a month with the Association president or designee to discuss matters of concern to the Association.
- O. The Board and the Association agree to split the cost of reproducing this contract between the parties to a maximum of three hundred (300) copies.
- P. The Association president shall receive a seniority list of all members of the bargaining unit employed as of October 15 of each school year. Such list shall be provided no later than January 15 annually. The list shall designate the name, the employment date, years

seniority, certificates/licenses, and contract status of each employee. The seniority list will be sorted from time to time as requested by the Association.

Q. Right to Fair Share Fee

1. Payroll Deduction of Fair Share Fee

The Board shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the Switzerland of Ohio Education Association, a fair share fee for the Association's representation of such non-members during the term of this contract. No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Association's work in the realm of collective bargaining.

2. Notification of the Amount of Fair Share Fee

Notice of the amount of the annual fair share fee, which shall not be more than 100 percent of the unified dues of the Association, shall be transmitted by the Association to the Treasurer of the Board by September 15 of each year during the term of this contract for the purpose of determining amounts to be payroll-deducted, and the Board agrees to promptly transmit all amounts deducted to the Association.

3. Schedule of Fair Share Fee Deductions

a. All Fair Share Fee Payors

Payroll deduction of such fair share fees shall begin at the second payroll period in January except no fair share fee deductions shall be made for newly employed bargaining unit members until after sixty (60) days, which period shall be the required probationary period of newly-employed bargaining unit members.

b. The deduction of the fair share fee by the treasurer of the Board from the payroll check of the employee and its payment to the Association after the grace period, shall be automatic and does not require the written authorization of the teacher. The fee deductions shall be made on the same payroll days that Association dues are deducted. The obligation of the Board to deduct the fee shall cease upon the removal of the bargaining unit member from the Board's active payroll for any reason.

Teachers hired after the beginning of the school year shall be obligated for a pro rate portion of the "fair share fees" after the grace period. Such fee shall be deducted from the remaining paychecks which are subject to payroll deduction for dues and fees, to the extent funds are available in such paycheck(s). If dues deduction payroll checks have already occurred

for the year, the teacher shall be obligated to the Association for the fees and the treasurer shall be obligated to make the deduction.

c. **Upon Termination of Membership During the Membership Year**

The treasurer of the Board shall, upon notification from the Association that a member has terminated membership, commence the deduction of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual fair share fee less the amount previously paid through payroll deduction.

4. **Transmittal of Deductions**

The Board further agrees to accompany each such transmittal with a list of the names of the bargaining unit members for whom all such fair share fee deductions were made, the period covered, and the amounts deducted for each.

5. **Procedure for Rebate**

The Association represents to the Board that an internal rebate procedure has been established in accordance with Section 4117.09(C) of the Ohio Revised Code and that a procedure for challenging the amount of the representation fee has been established and will be given to each member of the bargaining unit who does not join the Association and that such procedure and notice shall be in compliance with all applicable state and federal laws and the Constitutions of the United States and the State of Ohio.

6. **Entitlement to Rebate**

Upon timely demand, non-members may apply to the Association for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the Association.

7. **Religious Exemption**

Any exemptions made to the procedure because of a bonafide religious belief shall be made pursuant to Ohio Revised Code 4117.09(C).

8. **Indemnification of Employer**

The Association on behalf of itself and the OEA and NEA agrees to indemnify the Board for any cost or liability incurred as a result of the implementation and enforcement of this provision provided that:

- a. The Board shall give a ten (10) days written notice of any claim made or action filed against the employer by a non-member for which indemnification may be claimed;
 - b. The Association shall reserve the right to designate counsel to represent and defend the employer;
 - c. The Board agrees to (1) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding, (2) permit the Association or its affiliates to intervene as a party if it so desires, and/or (3) to not oppose the Association or its affiliates' application to file briefs amicus curiae in the action;
 - d. The Board acted in good faith compliance with the fair share fee provision of this Agreement; however, there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to court order) or misapplies such fair share fee provision herein.
- R. All duly elected delegates of the Switzerland of Ohio Education Association up to the maximum permitted by the Ohio Education Association but not exceeding four (4) delegates shall be permitted to attend the Ohio Education Association Representative Assemblies with continuity of salary. The Board shall not reimburse the employees for expenses incurred while on leave for this purpose. The collective total of days which may be used for this leave shall not exceed six (6) in any one school year. The cost of substitutes shall be paid by the Association.

ARTICLE 6 – LEAVES

A. Assault/Personal Injury Leave

A teacher who is physically injured as the result of a physical attack or who is physically injured as a result of a deliberate act while the teacher is performing duties required by his/her contract and occurring on school premises or during a school-sponsored function and not caused by another employee of the District shall be entitled to assault/personal injury leave.

When said attack or act results in absence from duty for medical reasons, such absence shall be at no loss in pay and shall not be chargeable to sick leave to a maximum of twenty-five (25) days per teacher per year. The Board in its sole discretion may grant additional days on an individual, case-by-case basis.

Medical verification shall be furnished to the superintendent for all such absences requiring more than five (5) days' leave. The Board shall have the right to require a medical examination by a physician of its choice after the member has been absent for

five (5) school days per occurrence. In such event, the Board shall pay the full costs of the examination.

The member injured agrees to cooperate fully with the administration and police in any investigation of an alleged attack or act.

This leave shall be granted to an employee unless the employee is found guilty in a court of competent jurisdiction of assault or other criminal related charge in connection with the claimed incident.

B. Sick Leave

All full-time employees, regularly employed by the Board of Education, shall be entitled to one and one-fourth (1 ¼) days with pay for each completed calendar month, or a total of fifteen (15) days per year. Each new employee shall be granted five (5) days of sick leave. These five (5) days shall be part of the total number of accumulative days to which the employee shall be entitled for the first year of employment. Additional days of sick leave may be granted before they are earned upon approval of the Board of Education. There shall be a maximum accumulation of two hundred seventy (270) days of sick leave. An employee who leaves the employ of the Board of Education, except on leave of absence, shall be given a statement of his/her unused days of sick leave upon request. Current sick leave accumulation will appear on each pay stub.

When absent and covered by sick leave, a contribution shall be paid to the State Retirement System by the Board of Education for such periods of absence not to exceed the number of days of accumulated sick leave.

An employee may be disciplined and/or terminated for falsification of sick leave in accordance with O.R.C. §3319.141.

1. Use of Sick Leave

Employees of the Board may use sick leave for absence due to illness, injury, pregnancy, exposure to contagious disease which could be communicated to other employees or to pupils, and for illness or death in the immediate family as follows:

- a. Immediate family shall include grandparent, parent, spouse, child, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, aunt, uncle, or any other person who, because of a relationship to the employee, shall be determined by the superintendent to be members of the employee's immediate family.
- b. For personal illness, injury, or exposure to contagious diseases, the employee may use the total accumulated sick leave. However, absence of more than five (5) consecutive work days for personal illnesses must be

certified by a physician. An employee who is absent ten (10) or more consecutive days will notify the Board of his/her planned date of return as soon as reasonably possible.

- c. Employees may use sick leave for absence due to illness in the employee's immediate family upon approval of the Superintendent for five (5) days per illness. In cases of emergency, the Superintendent may extend the leave of absence. An employee who is absent ten (10) or more consecutive days will notify the Board of his/her planned date of return as soon as reasonably possible.
- d. For death in the employee's immediate family, leave shall be limited to five (5) consecutive days for each death. In cases of emergency, the Superintendent may extend the leave of absence for this purpose. Notification in all cases shall be given by the employee to the principal or immediate superior before absence from duty except in an emergency. Immediate family shall include the following for this sub-paragraph only: parent, spouse, child, stepchild, child for whom the teacher is legal guardian, mother-in-law, father-in-law, brother, sister, grandparent, grandchildren, aunt, uncle, brother-in-law, sister-in-law, or any other person who, because of relationship to the employee, shall be determined by the superintendent to be members of the employee's immediate family.

2. Examination Upon Return from Sick Leave

An employee who is absent because of personal illness for three (3) or more weeks, in order to be eligible to return to duty must have a medical clearance filed in the personnel office that will indicate his/her physical condition and prognosis. The responsibility for obtaining this clearance rests with the employee. Failure to provide medical clearance shall result in a written reprimand and may be subject to further discipline.

3. Sick Leave Buy Back

During the first week of May, an employee may request to the Board to "buy back" up to ten (10) of the sick days the employee accumulated during that school year. Teachers must have twenty (20) days on the first payroll in May in order to participate. Teachers who have reached the sick leave maximum accumulation cap shall still be entitled to request "buy back" for sick leave accrued during the year in excess of the cap. Any days not sold back that remain above the cap shall be forfeited. The value of the sold days shall depend on the number of sick hours used during that school year in the following manner:

Number of Sick Days Used	% Payout of Sick Days
0 Days	95%
1 Day	90%
2 Days	75%
3 Days	55%
4 Days	50%
5 Days	45%
6 Days or More	40%

4. Sick Leave Donation

When in the judgment of a bargaining unit member's physician he/she will exhaust all of his/her accumulated sick leave for the remainder of the school year due to catastrophic illness or injury of the bargaining unit member, the bargaining unit member's husband, wife, children or stepchildren, and legal guardianships and additional days are still needed, then he/she may request through the Association that additional days be transferred into his/her leave account. The bargaining unit member shall be required to submit a letter/report to the Sick Leave Donation Committee from his/her medical care provider (doctor, mental health professional, etc.) to verify the bargaining unit member's catastrophic illness or injury. The committee established in paragraph f. shall establish an internal policy to administer such a transfer. When such a situation arises and a request has been made to the Association President or his/her designee will issue a request for donation of sick leave from members of the bargaining unit.

When possible, requests must be made ten (10) calendar days prior to the payday period when the need for days is anticipated. In unusual circumstances such as incapacitation, the SOEA President, his/her designee, or the Superintendent may submit the documents for the bargaining unit member.

Within two (2) working days of the committee's final decision, the SOEA committee chair, or Association President, will, once the request for donations is issued, either email the approved request to all bargaining unit members, or email a denial notice to the member requesting the days. After sending a notice of approval, bargaining unit members and district employees may submit donations for a period of ten (10) working days.

The request from the president or his/her designee will have the following information:

- a. Name of the employee requesting the leave
- b. Number of years employed in the school district
- c. Name of building(s) in which the employee works

- d. Number of days needed
- e. Reason for the need

Requests must be made prior to the pay period when the need for days is anticipated. Once the request for donations is issued, bargaining unit members may submit donations for ten (10) working days.

As donation forms are returned to the Association President or his/her designee they will be dated, copied and the originals will be sent to the district Treasurer. The district Treasurer will deduct the number of the donated days from the donating member and transfer those days to the bargaining unit member requesting the days. The days donated will be deducted in the order as the donation forms are received. If there are more days donated than are needed, those days will not be deducted or transferred.

Should the need arise for additional days beyond the initial request or enough days are not donated to cover the initial request, the member may request a second posting for the request of donated days which would need the mutual agreement of the Superintendent and the association president. This request shall be made following the same procedures as the initial request. It is the member's responsibility to be aware of the pay periods and when they have exhausted their sick leave. Should the request for donations not be made in a timely manner to allow for the process to proceed, the Treasurer's office has the authority to not issue pay for those days absent but no leave available.

Additional limitations:

- a. Donations from a bargaining unit member cannot exceed six (6) days per request;
- b. Sick leave cannot be transferred if the bargaining unit member has applied for disability retirement;
- c. The recipient bargaining unit member must exhaust all his/her own sick and personal leave days prior to being granted donated days;
- d. The recipient bargaining unit member who is using donated sick leave will not earn additional sick leave while receiving the donated sick days;
- e. The Association will defend and hold the Board harmless against claims by a bargaining unit member against the Board relating to the Association's administration of the sick leave transfer days;

- f. The Sick Leave Donation Committee shall consist of the SOEA president or designee, two members appointed by the SOEA, the Superintendent, and two persons appointed by the Superintendent. All decisions of the Sick Leave Donation Committee require a majority vote. All decisions are final and not subject to the grievance procedure.

C. Transfer of Sick Leave

An employee who transfers from one public agency in Ohio to another shall be credited with the unused balance of his/her accumulated sick leave up to a maximum of two hundred seventy (270) days. To receive such credit, the new employee shall present to the treasurer of the Board of Education a verification from the public agency in Ohio for which the employee most recently worked stating the number of days of unused sick leave credited to that employee at the time of termination of contract.

D. Sabbatical Leave

Any member who has completed at least five (5) years of service with the District may be granted a sabbatical leave of absence for professional study and/or research, and/or professional improvement for one (1) or two (2) semesters in the same school year.

A member shall submit his/her application for sabbatical leave at least sixty (60) calendar days prior to the beginning of said leave. The application for sabbatical leave shall include an outline of the program of study or research to be pursued, or the proposal for professional improvement. Applications shall be filed with the Superintendent or his designee for approval. The Board will not grant sabbatical leave if, at the time of the request, a satisfactory substitute is not available as determined by the Board. Each applicant shall be notified by the Board of its disposition of his/her request within thirty (30) calendar days of the Superintendent's receipt of said request. At the conclusion of the leave, the member shall provide the Superintendent satisfactory evidence that the plan was followed and completed.

No more than five percent (5%) of the bargaining unit may be granted sabbatical leaves at any one time. No bargaining unit member shall be granted sabbatical leave more often than once for each five (5) years of service. No member while on leave shall be paid part salary in excess of the difference between the substitute's pay and the member's expected salary had he/she taught.

Each member returning from sabbatical leave shall be returned to a position within his/her area of certification/licensure. The member returning from sabbatical leave shall not gain, nor suffer, any loss of seniority or longevity. The member may be required by the Board to teach at the District for a period of one (1) year following his/her return from sabbatical leave, unless the member has completed twenty-five (25) years of teaching in Ohio.

The Board of Education is not obligated to pay the premiums for these fringe benefits for those employees on leave, but the employee may, at his/her option, continue said benefits by paying the full monthly premium (100%) due each month in advance to the Treasurer.

E. Child Care Leave

Child care leave for a newly born or newly adopted child shall be granted to a teacher for up to twelve (12) consecutive months or until the termination of a limited contract, whichever occurs first. This leave shall be without pay. All employees shall submit a written notice to the Superintendent not later than ninety (90) days prior to the employee's last work day advising the Superintendent of the date that this leave is to begin.

The teacher's return date from this leave shall be at the start of a semester or grading period. The return date shall be at the option of the teacher.

The term of an employee's contract shall not be extended by child care leave, and in the event that an employee's limited contract expires while on child care leave, the employee's contract will be renewable or non-renewable in accordance with Sections 3319.08 and 3319.11 of the Ohio Revised Code.

An employee on child care leave or other extended unpaid leave of absence cannot obtain continuing contract status while on such leave. However, such employee shall preserve all rights to continuing contract status upon return from leave.

Upon return, the teacher shall be reassigned to his/her former teaching position unless such position has been eliminated by a reduction in force. Any teacher returning from a leave shall be subject to transfer and/or reassignment in the same manner as other members of the bargaining unit and shall be afforded all rights, privileges and benefits of this contract.

The Board of Education is not obligated to pay the premiums for these fringe benefits for those employees on leave, but the employee may, at his/her option, continue said benefits by paying the full monthly premium (100%) due each month in advance to the Treasurer.

F. Military Leave

Any member of the bargaining unit who has left, or leaves, a District teaching position by resignation, and within forty (40) school days thereafter entered, or enters, the armed services of the United States or the auxiliaries thereof, or such other services as are specified in Section 124.29 of the Revised Code, and who has returned, or returns, from such service with a discharge other than dishonorable, shall be reemployed by the Board under the same type of contract as that which he/she last held in the District, if such member shall, within ninety (90) days after such discharge, apply to the Board for reemployment. Upon such application, such member shall be reemployed at the first of the next school semester except if such application is made not less than thirty (30) days prior to the first of such next semester, in which case such member shall be reemployed the first of the following school semester, unless the Board waives the requirement of such thirty (30) day period.

Each member returning from military leave shall be returned to a position within his/her area(s) of certification/licensure. For the purpose of seniority and placement on the salary schedule, years of absence in the service of the armed services of the United States or the auxiliaries thereof shall be counted as though teaching service had been performed during such time.

The Board may suspend the contract of the member whose services become unnecessary by reason of the return of a member from service in the armed services or auxiliaries thereof, in accordance with Section 3319.17 of the Revised Code.

G. Jury Duty/Court Appearances

Each teacher who reports for and/or serves on a jury shall receive his/her full salary while serving on jury duty. Said teacher shall be required to provide documentation from the court which evidences the teacher's participation as a member of a jury in said court. Further, a teacher who is required to attend any other type of court proceeding shall receive his/her full salary provided the teacher produces a copy of the subpoena requiring his/her attendance at said court proceedings. Should that proceeding result in any criminal conviction of the teacher, any pay earned while absent due to honoring subpoena shall be reimbursed to the district by the teacher.

H. Leave of Absence Without Pay

Pursuant to Section 3319.13 of the Ohio Revised Code, upon the written request of a teacher and with the approval of The Board of Education a Board may grant a leave of absence for a period of not more than two (2) consecutive school years for educational or professional or other purposes and shall grant such leave where illness or other disability is the reason for the request. Upon subsequent request, such leave may be renewed by the Board. The Board of Education shall continue to carry on payroll records those teachers on leave under this provision for the purposes of group term life, hospitalization, surgical, or major medical insurance. The Board of Education is not obligated to pay the

premiums for these fringe benefits for those employees on leave, but the employee may, at his/her option, continue said benefits by paying the full monthly premium (100%) due each month in advance to the Treasurer.

The time on leave shall count as a year of service for seniority purposes, but it shall not be counted as a year of service for placement on the salary schedule. A teacher on a leave of absence without pay pursuant to this section shall be required to notify the office of the Superintendent of whether he/she intends to return from the leave of absence on or before April 1 in the year in which the leave of absence is scheduled to terminate.

Upon return from the leave of absence granted pursuant to this provision, the teacher shall be assigned to a teaching position within his/her area of certification/licensure unless nonrenewed in accordance with the terms of this agreement.

Short-term Leave of Absence: A short-term absence without pay, with no penalty or reprimand to the teacher, may be granted by the Superintendent until the Board acts on a teacher's pending request.

1. Accumulation of Sick Leave

No employee shall lose his/her accumulated allowance of unused days of sick leave by reasons of having been on leave of absence nor shall he/she accumulate any additional days of allowance during his/her leave of absence.

I. Personal Leave

A member of the bargaining unit may take up to five (5) unrestricted personal days per year. Personal leave may not be used for engaging in other employment. Personal leave used to extend a vacation or holiday shall be limited to not more than three (3) bargaining unit members per building, based upon seniority.

A person requesting personal leave must file a written request with the principal, whenever possible, at least five (5) days prior to the use of same.

All applications shall be submitted electronically when such service becomes available to district.

Unused personal leave shall accumulate as sick leave.

J. Professional Leave

The superintendent may grant a day or days of leave without loss of pay to certificated/licensed employees to attend meetings, seminars, classes, and workshops, or to observe other classrooms or school districts that will further the professional development of the employee. If the leave is denied, upon the request of the employee, the superintendent will provide a written reason for the denial. Employees shall be

notified within seven (7) days of the date of the request whether such leave is approved or denied except that out-of-state meetings shall be subject to Board approval.

All applications shall be submitted electronically when such service becomes available. (New language - 2007)

Application for professional leave should be made at least ten (10) days in advance of the meeting.

If the meeting request is approved by the superintendent and/or the Board, the employee will be excused for the days requested. Following the leave, the employee will be reimbursed for expenses verified by receipts as approved by the superintendent.

It shall be understood that no certificated/licensed employee shall be required to participate in, attend, or get involved with any field trip, competition, seminar, educational event, or student-related activity unless approved by the superintendent and/or Board of Education with all related costs funded, pursuant to this provision and Board policy.

K. Family and Medical Leave

In addition to any and all leave provided herein, and in accordance with the Family and Medical Leave Act of 1993, all bargaining unit members shall be annually entitled to a maximum of twelve (12) weeks of unpaid sick leave. (This does not adversely affect the use of sick leave and shall be in addition to that use of paid sick leave). The Board of Education agrees to provide leave in accordance with the final rules promulgated under the act.

Bargaining unit members must give the Board at least a thirty (30) day notice, or as much notice as is practicable in foreseeable situations.

Bargaining unit members will not be required to use their accumulated paid leave prior to using the twelve (12) weeks of unpaid leave.

A year shall be defined as the twelve (12) month period of time from the last usage of this leave under FMLA by the employee.

Bargaining unit members may be entitled to use family and medical leave on an intermittent or reduced leave schedule basis upon mutual agreement between the employer and employee.

Health insurance benefits shall continue during the period of family and medical leave, not to exceed a total of twelve (12) weeks per year, with the Board paying the Board's share of health insurance premium. The employee must make arrangements for payment to continue his/her portion of the health insurance premium. The employee must make arrangements for payment to continue his/her portion of the health insurance premium.

The Board may recover any premiums paid if the employee fails to return to work, unless the failure to return was due to the continuance, recurrence, or onset of a serious health condition or due to other circumstances beyond the bargaining unit member's control.

Alleged violations of this provision shall be resolved only through Article 4, Grievance Procedure, of this contract.

Employees may continue on the Board's insurance provided they pay ten percent (10%) of the monthly premium cost each month while on FMLA leave. If an employee uses all of the FMLA leave to which he/she is entitled, the employee must pay the full monthly premium (100%) to continue to receive insurance through the Board.

ARTICLE 7 – INDIVIDUAL CONTRACTS

A. Each individual teacher contract and/or supplemental contract shall contain at least the following information:

1. Name
2. Type of Contract
3. School year
4. ID Number
5. Salary
6. Method of payment
7. Statement of salary schedule placement (regular contract only).

B. Non-Renewal of Limited Contract

The below-stated procedures relative to nonrenewal of limited contracts shall prevail:

1. The superintendent shall, on or before the first of June, deliver or cause to be delivered to the teacher a written notification that the intent of the superintendent is to recommend to the Board of Education that the teacher will not be reemployed at the termination date of the limited contract. Reasons for the decision to non-renew will be stated in the letter. The teacher's evaluation file shall be open for the inspection of the teacher and/or his designated representative at all times.
2. In the event that the teacher desires a hearing before the Board of Education, the teacher shall deliver or cause to be delivered the original copy of the request to the president of the Board and copies to the treasurer of the Board and the superintendent.
3. The Board shall honor a request for the specified hearing. A hearing date shall be scheduled within ten (10) days after the receipt of the request. The Board shall notify the teacher in writing of the date, time, and place.

4. The hearing shall be of a private nature and shall be conducted in executive session of the Board.
5. The teacher shall have the right to be accompanied at the hearing and to be represented by a person of his/her choosing.
6. If the Board of Education overrules the recommendation of the superintendent for renewal, written reasons must be given for nonrenewal by the Board of Education.

C. Just Cause

After two years of employment, any decision for nonrenewal must be based on just cause.

D. Length of Contracts

Initial employment contract of an employee covered by this Agreement shall be for a term not to exceed one (1) year. Thereafter, if the employee is not eligible for continuing contract status, and is reemployed at the expiration of an expiring limited contract, the successor contract shall be for a term of not less than a term provided for in the following schedule unless the Board of Education has provided the teacher written reasons, by June 1, for offering the teacher reemployment for a shorter term.

- First Renewal – One year contract
- Second Renewal – One year contract
- Third Renewal – Two year contract
- Fourth Renewal – Three year contract
- Fifth Renewal – Five year contract

A teacher working under a limited contract shall be considered for a continuing contract once the requirements for such are met.

E. Change in Degree Status or Salary Classification

A teacher qualifying for a salary increase because of the completion of a degree or additional course work must present to the treasurer of the school district, an official transcript of credits of work completed by September 15th in order to be placed on a higher salary schedule.

For career technical teachers, non-degree certificated/licensed personnel shall advance to the 150-hour column upon completion of 27 months of teaching experience under a four-year provisional teaching certificate/license and completion of 27 quarter hours in an approved college or university program. They shall advance to the master degree schedule upon completion of a bachelor degree.

F. Mid-Year Hires

Teachers hired for vacancies occurring after January 1 of a school year will have their first evaluation due by February 15 and the second evaluation due by June 1.

The Board shall act on the renewal or nonrenewal of these limited teaching contracts by June 1 of each year.

This action shall supersede the procedures and dates set forth in O.R.C. 3319.11(B)(2) and 3319.111 and shall be the sole procedure utilized by the Switzerland of Ohio Local Schools for mid-year hires.

Any violation of Section E shall be resolved first through Article 4, Grievance Procedure.

ARTICLE 8 – WORKING CONDITIONS

A. Instructional Materials

Each building principal shall provide his/her staff a detailed breakdown of the allocations for the building and each department within the building for instructional materials. Such information shall be provided by September 15 of each year.

B. Duty Free Lunch

Each teacher shall be entitled to a duty-free lunch period of at least thirty (30) continuous, uninterrupted minutes per day.

C. Required Training

The employer shall annually provide all training and/or staff development programs for employees required by OSHA standards and/or other federal and/or state laws and Pupil Activity Certification. This training shall be provided at no cost to the employee and during regularly scheduled work time. Should the employee not attend scheduled training then the employee shall secure said training at his/her cost. For those required trainings only available outside the district, the district shall reimburse the employee the actual costs incurred with the following caps for meals: Breakfast, \$15.00; Lunch, \$20.00; Dinner, \$30.00.

D. Combined Classes

In elementary buildings in which all the students in two grades/regular classrooms are combined to form one regular classroom and only one teacher is assigned to this classroom, the teacher shall receive an additional day of planning time per month during the months of September through May.

E. Special Teachers

Specially certified teachers in music and physical education will be provided for grades K through 12 as recommended by State Minimum Standards. The number of special teachers will be maintained at least at current levels during the life of this contract, ending at the conclusion of the 2016-2017 school year. Only, those teachers properly certified as per Ohio Department of Education Certification and Licensure dictionary may teach music and physical education in grades K-6.

Art classes on the secondary level shall be taught by teachers specially certified in that area.

F. Attendance on Calamity Days

If the Board of Education declares schools closed because of a calamity day such as, but not limited to, snow, then teachers shall not be required to report to their work assignment.

G. Calendar Committee

A calendar committee consisting of up to five (5) SOEA appointees and up to five (5) administrative appointees shall meet to discuss the calendar for the following school year prior to March 15th. Consideration will be made to best schedule make-up days for the continuity of the educational process. The Committee shall then submit the recommendation to the Board of Education who shall have final approval of the calendar.

H. Class Size

Each teacher in kindergarten may be assigned no more than 25 students for each kindergarten session.

Each teacher in grades 1-4 may be assigned no more than 30 students for instruction in a regular self-contained classroom nor more than 30 students each instructional period in a departmentalized setting.

Each teacher in grades 5-8 may be assigned no more than 32 students for instruction in a regular self-contained classroom, nor more than 32 students each instructional period in a departmentalized setting.

Each teacher in grades 9-12 may be assigned no more than 35 students for each instruction period, nor more than the number of work stations in a classroom.

Special education class size and vocational education class size will be in compliance with state standards.

Class size limits in music classes and physical education classes will be in compliance with State Minimum Standards as of July 1, 1996.

Classes may exceed the sizes established herein; however, any teacher so affected shall be provided additional pay of \$35 per child per semester in grades K-6 or \$35 per child per period per semester in grades 7-12 in any class that exceeds the stated limits payable at the end of each semester. The determination of class size shall be made within 15 days of the start of each semester. Pay shall be determined and submitted for approval to the Treasurer prior to May 15 of each year.

Every effort will be made to ensure that class sizes remain below the maximum limits.

The Board shall not combine different grade levels into a single classroom to save costs.

I. Discipline

1. A discipline review committee shall be established consisting of 1 administrator and 2 members selected by the Superintendent, and 3 bargaining unit members selected by the Association (1 elementary, 1 junior high, 1 high school). Such committee will meet as needed when requested by either the Administration or Association during the student school day, to review current discipline policies and procedures in the Switzerland of Ohio Local schools. Bargaining unit members on the committee shall attend such meeting on paid release time. Should the committee agree to meet more than once each grading period and should the demands of the task make it necessary, any additional session shall be held after school.
2. The committee shall have the authority to make recommendations concerning the consistent enforcement of discipline procedures throughout the district.
3. All administrators and bargaining unit members have a shared responsibility for all discipline taking place within the schools. Discipline procedures will be consistently and uniformly applied in all buildings. Concerns about consistent and uniform enforcement of discipline will be referred to the discipline review committee.
4. Information about individual students who may pose a danger in the school setting or who are psychologically fragile or who have special medical conditions will be available to staff members. The Association and the Board recognize that such information is confidential and privileged information, and it will be treated as such.

J. Inclusion

1. Individualized Education Program (IEP) Team

- a. Employees whose duties would be impacted by an IEP shall be provided the opportunity to participate in the development of the IEP and be present at the IEP meetings. The IEP team meeting shall be scheduled at a time and place that is most accommodating for IEP team members and parents for such participation.
- b. Any employee whose duties would be impacted by an IEP can request a meeting at any time to review the IEP and/or the placement of the student. The meeting shall take place within ten (10) working days from the date of the request.

2. Training/Staff Development

The employer shall annually provide training and/or staff development programs for employees whose duties are impacted by an IEP and/or special needs student.

3. Class Size

The determination of the size of regular classes with inclusion students shall take into consideration any extraordinary demands on physical space, teacher contact, and/or teacher supervision. The participation of a special education teacher and/or aide shall not change the teacher/pupil ratio of the regular classroom teacher.

4. Specialized Health Care Procedures

Qualified nurses, licensed medical technicians and/or trained personnel shall be the only employees to provide and conduct necessary medical procedures. Employees, other than qualified school nurses, licensed medical technicians and/or trained medical personnel, shall not be required to perform any medical procedure on a student.

5. Support Services

The employer will provide the necessary trained and/or licensed personnel as identified in the IEP to perform any supportive services which may be required by any student in his/her IEP.

K. Academic Freedom

The parties seek to educate young people in the democratic tradition, to foster a recognition of individual freedom and social responsibility, to inspire meaningful

awareness of and respect for the Constitution and the Bill of Rights, and to instill appreciation of the values of individual personality. It is recognized that these democratic values can best be transmitted in an atmosphere which is free from censorship and artificial restraints upon free inquiry and learning, and in which academic freedom for teacher and student is encouraged.

Academic freedom shall be guaranteed to teachers, and no special limitations shall be placed upon study, investigation, presenting and interpreting facts and ideas, human society, the physical and biological world and other branches of learning subject to accepted standards of professional educational practices, responsibility, and adherence to the Board's adopted course of study and current state curriculum guidelines.

Freedom of individual conscience, association, and expression will be encouraged and fairness in procedures will be observed both to safeguard the legitimate interests of schools and to exhibit by appropriate examples the basic objectives of a democratic society. There shall be no interference with the teachers' exercise of these rights.

L. Local Professional Development Committee

A Local Professional Development Committee (LPDC) shall be established under the following guidelines:

1. Term of Office

The term of office for members serving on the committee shall be three (3) years. Initially, the appointments shall be staggered as one teacher member shall be appointed for a one (1) year term, another for a two (2) year term, and the third for a three (3) year term. Each appointment, if renewed, shall be for three (3) years. The same applies to administrative members.

2. Committee Composition and Selection

a. The committee shall be comprised of six (6) members as follows:

1) Four (4) bargaining unit members with appropriate certification/licensure and training.

2) Two (2) representatives of the administration.

b. The four (4) teachers shall be appointed by the Association bargaining team. The two (2) representatives of the administration shall be appointed by the superintendent with approval of the Board.

c. The LPDC shall determine the committee's structure (i.e., president, vice-president, chairperson, etc.), and shall be afforded the opportunity to attend training on the purposes, responsibilities, functioning, and legal

requirements of LPDC's. Such training will be on released time and shall be subject to professional leave.

3. Association LPDC members shall receive a stipend of \$2,500. This will be paid in two installments in December and May.
4. The district shall provide office space, file storage facilities, office equipment, and clerical help as much as is practical.
5. The LPDC shall establish its by-laws and operating procedures in keeping with the laws of the state of Ohio.
6. The LPDC shall be responsible for:
 - a. the review and approval of Individual Professional Development Plans (IPDP's) of all district certificated/licensed employees;
 - b. the review and approval of all college credit, CEU's, or other equivalent activities;
 - c. the review of its own activities, procedures and operations;
 - d. the promotion, planning and approval of any district or building professional development activities, workshops, seminars, or other training sessions; (this will not include any building activities that do not involve CEU's, attendance requirements or funds controlled by the LPDC);
 - e. if an LPDC decides to form a collaborative professional development committee (CPDC), the CPDC shall have an effective starting and ending date of no longer than one (1) school year (September – June) and;
 - f. the establishment of an appeals process for staff members who object to a decision of the LPDC.
7. An annual budget for the operation of the LPDC shall be funded to a level of the sum of Local Professional Development Block Grant prior year's carryovers and the current year's allocation for professional development by the State Department of Education in addition to funds specifically designated for professional development by other funding source(s).
 - a. operation expenses
 - b. stipends for Association members of the LPDC; and
 - c. funds for professional development of district staff.

8. The LPDC shall not have authority to revise, change, delete, or modify any article or section of the negotiated agreement except as provided by 4117.10(C) of the Ohio Revised Code or as provided by the negotiated agreement.

M. Mentoring

1. Districts that hire entry year teachers are required to have support programs including a mentoring program. The Switzerland of Ohio Mentor Program shall be established and maintained according to the guidelines set forth in this Master Agreement and the Mentor Handbook that will be reviewed and revised annually.
2. A program coordinator shall be responsible for the following: assignment of mentors, (in conjunction with building administrators); coordinating observations and mentor meetings.
3. Instructional Mentors will be responsible to observe, critique, advise, counsel, assist and make suggestions to the new employee during his/her first four (4) years of employment.
4. It may be necessary to assign an instructional mentor from another building. Should this occur, the principals involved will provide release time for weekly conferencing and electronic networking can replace the daily face-to-face communication.
5. Should an instructional mentor/mentee pair prove to be incompatible, the program coordinator(s) and the building principal will review the applications on file, and then select another instructional mentor for the mentee. Both original and replacement instructional mentors will be compensated on a pro-rated basis.
6. The program coordinator and all instructional mentors will not be responsible for the success or failure of any new employee. The Board assumes any liability as a result of a legal action by an unsuccessful new employee who is terminated or non-renewed.
7. Consistent with OAC 3301.24.04, the Board will pay a stipend to mentors supporting the four year Resident Educator Program by providing instructional mentors and time for mentors and mentees to work together.
8. All instructional mentors in the Resident Educator Program must be trained and certified by ODE's state trainers, regardless of previous mentoring experience or training. The ODE training will focus on the use of the required formative assessment tools and the use of the Ohio Standards of other Teaching Profession in the mentoring process.
9. Compensation will be based on the following supplemental salary schedule:

Program Coordinator --	6 ½% of the base salary
Instructional Mentor --	
Year One:	4 ½% of the base salary
Year Two:	3.6% of the base salary
Year Three:	3.15% of the base salary
Year Four:	2.7% of the base salary
Coach	3 ½% of the base salary

N. Specialized Health Care Procedures

Qualified nurses, licensed medical technicians/or trained personnel shall be the only employees to provide and conduct necessary medical procedures. No employee shall be required to become trained in medical procedures unless medical training is required for the position held by the bargaining unit member.

O. Value-Added

The Board of Education shall not use value-added information or data for the purposes of disciplining, or compensating a bargaining unit member.

P. BCI/FBI Checks

The Board shall reimburse certified employees \$35.00 for BCI/FBI checks once per five-year period for renewal of license.

ARTICLE 9 – WORK DAY AND WORK YEAR

A. Work Day

Beginning with the 2016-2017 school year, the work day shall be seven (7) hours and thirty (30) minutes, Mondays - Thursdays, with the teacher work day starting no earlier than 7:45 a.m., and seven (7) hours and fifteen (15) minutes on Fridays. For the remainder of the 2015-2016 school year, the work day shall remain seven (7) hours and fifteen (15) minutes. The first forty (40) minutes of the work day (Mondays - Thursdays) shall be dedicated to teacher meetings (TBTs and BLTs), faculty meetings, or trainings and collaboration, starting the 2016-2017 school year. Attendance at IEP special education meetings and placement conferences shall not be affected by the limitations of the work day.

Bus duty being performed outside the confines of the work day shall be compensated using \$1,500.00 of the supplemental contract monies given to each school in Article 16, Section C. The monies will be divided among those performing bus duty, as decided by the building principal.

Principals/supervisors shall not schedule faculty, training, or business meetings during teacher planning and/or preparation, except IEP special education meetings, placement conferences, grievance procedures, necessary parent-teacher meetings, and any mutually accepted and scheduled meeting.

Each week teachers will have at least two hundred (200) minutes of planning, evaluations and preparation time, which will be scheduled during the work day.

B. School Year

The school year shall consist of one hundred eighty-one (181) days, with four (4) of those days to be teacher in-service/work days, and one hundred seventy-seven (177) student days.

ARTICLE 10 – VACANCIES AND TRANSFERS

The filling of vacancies and transferring of employees shall be based upon the qualifications of employees. The qualifications of an employee shall include the following in order of priority: 1. certifications/licensure; 2. a specified educational need of the district. Where the qualifications are substantially equal, the filling of the vacancy or transfer shall be based upon seniority.

1. Seniority – shall be defined in Article 2.
2. Transfer – shall be defined as the movement of certified/licensed staff from one building to another building.
3. Assignment – shall be defined as the building, specific position, grade level(s), courses and/or duties.
4. Vacancy – shall be defined as any position left unoccupied as a result of a transfer, retirement, resignation, death, termination, nonrenewal, or any newly created position that the Board determines shall be filled.

A. Bidding and Posting Procedures

All vacancies shall be posted within five (5) days of the administration determining that the vacancy exists, and shall specifically state the assignment (building, grade level(s), courses, and/or duties) and required certification/licensure.

Vacancies shall be posted in each school building in the district and on the district website for a period of five (5) days. The president of the Association shall be provided a copy of each vacancy. Vacancies shall be posted for ten (10) days during June and July by announcement on the district all call the first day of the posting. At other times when school is not in session, vacancies shall be made by announcement on the district all call on the first day of the posting. It shall be the bargaining unit member's responsibility to

check the district website and phone messaging for notification of postings. The bargaining unit member is also responsible for keeping the central office updated with a current or preferred phone number. The administration will make every effort to contact all staff via the district all call.

Employees may bid on a vacancy by applying for the position within five (5) days of the posting. Successful applicants shall be placed in vacant positions. Internal applicants shall be considered before outside applicants.

If the most senior certificated/licensed staff member is not selected, he/she shall be provided specific written reasons.

Employees shall be limited to no more than two successful bids within the work year. Successful bids awarded during the summer months shall not apply to this limitation.

Building principals may assign staff within their individual buildings with the following restrictions:

- a. all staff involved is in agreement with the assignment(s).
- b. all assignments are completed by May 30th of each year.
- c. any remaining open positions are posted as per this article.

No vacancies shall be posted if there is a certificated/licensed individual on the recall list available for that position.

B. Involuntary Transfer/Reassignment

1. In making transfers and reassignments without request, the desires of the staff member shall be considered to the extent that they do not conflict with the instructional requirements or educational needs of the district. However, all factors being equal the least senior qualified staff member shall be transferred.
2. If an involuntary transfer/reassignment is being considered, a conference shall be held between the professional staff member and the building principal explaining the reasons for the proposed action. If the transfer is deemed necessary, the professional staff member will be given ten (10) days prior notice. Upon request the staff member shall be given written reasons for the proposed transfer.
3. No employee shall be transferred for arbitrary, capricious reasons, and involuntary transfer will not be used to harass or intimidate staff members.
4. Such involuntary transfers/reassignments shall take place prior to the start of the school year whenever practical.

C. Exemptions from Posting and Bidding Requirements

1. Any vacancy occurring as a result of the enrollment progression of duplicate classrooms from one grade level to the next level where no additional teacher need be hired or transferred to fill the vacancy (e.g., two 2nd grade classes in the same building progressing to two 3rd grades in the next school year).
2. Any vacancy occurring as a result of discontinuing a combined classroom (e.g., 2nd/3rd combined classroom becomes a single 2nd grade classroom and single 3rd grade classroom). However, in such cases one of the single grades shall be submitted for bid provided there is a need for an additional staff member.
3. A third vacancy and any subsequent vacancies occurring that directly result from the initial vacancy that was posted and bid.

D. Temporary Assignments

1. For the purpose of this Article, a temporary assignment shall be experimental, pilot, temporarily funded programs and not full time/full funded programs. Temporary assignments shall be expected to exist for no more than twelve (12) months annually.
2. Should any temporary position vacancy become available which is established by contingent revenues, temporary grants, or pilot funds, etc., the Board may designate it as a "temporary assignment" and bid it in accordance with this Article.
3. Should no currently employed bargaining unit member bid on such position, then such position shall be offered to employees on the layoff recall list in accordance with Article 12 – Reduction in Force, except that no bargaining unit member will forfeit his/her right to recall if he/she refuses to accept such temporary assignment.
4. Any bargaining unit member who accepts a temporary assignment shall be returned to employment with full rights and benefits only for the time specified in the temporary assignment. Upon expiration of the temporary assignment, the bargaining unit member shall return to his/her former position on the layoff/recall list with no loss of contract or status held before expiration of the temporary assignment.
5. The superintendent shall have the sole authority to assign bargaining unit members on the layoff recall list to temporary positions; however, no bargaining unit member will be involuntarily assigned to a temporary assignment.
6. Any bargaining unit member who accepts a temporary assignment shall maintain the right to bid on any regular full-time vacancy in accordance with the bid

procedures of this Article. The superintendent shall in his/her sole discretion determine when to transfer or reassign said bargaining unit member to the regular full-time position, giving consideration to any disruptions caused to the temporary assignment.

7. Certificated/licensed staff members who are on layoff status may return to positions which are temporary in nature without loss of their status on the recall list.
8. Certificated/licensed staff members who choose to bid a temporary position may return to their original position at the end of the temporary assignment. The administration shall not post the vacated position but fill vacated position with a long-term substitute with preference given to those on the recall list to substitute per Article 12, D.7. Such long-term substitute positions shall end at the same time as the temporary position. If the substitute teacher holding said position was previously on the district recall list, they shall return to the recall list as per a temporary assignment in Article 10, D.4.

ARTICLE 11 – PERSONNEL FILES

A personnel file of each member shall be maintained in the office of the Superintendent.

Upon request made during the regular business hours of the central office, a member shall be able to review his/her personnel file in the office of the Superintendent. The file may be reviewed in the presence of the Superintendent or his/her designee.

Pre-employment letters of recommendation and other pre-employment information are not reviewable by the member or his representative. The member shall have the right to be accompanied by an Association representative. A representative of a member shall be given access to the file of said member upon presentation of written authorization from the member, including the signature of the member.

In addition to the member, the individual members of the Board of Education, Superintendent, assistant superintendent, building principals and any other administrator who has a legitimate district-related reason for reviewing the file, as well as the attorney for the Board, shall have access to the same.

Prior to placing an evaluation, disciplinary documentation and/or derogatory material in a teacher's file, the teacher shall be shown the material and given the opportunity to initial it. If the teacher refuses to initial the materials, it may be placed in the file. The teacher's initials shall not constitute agreement with the contents of the file. Disciplinary documents and derogatory materials shall be removed from the file after any five (5) years.

A member shall have the right at any time to attach a written reply to any material being placed in his/her file and this reply shall be attached to the material in question.

Any member shall have the right to obtain a photo static copy of any item in his/her file.

The provisions of this section of the contract shall not be construed as limiting the rights accorded to a member pursuant to Chapter 1347 of the Ohio Revised Code.

ARTICLE 12 – REDUCTION IN FORCE

The Board of Education may implement a reduction of staff for the following reason(s) and those set forth in O.R.C. Section 3319.17:

1. The return to duty of regular teachers after leaves of absence including suspension of schools;
2. Territorial changes affecting the District;
3. Financial reasons;
4. Decreased enrollment of pupils in the District.

The Board shall make a reasonable reduction by suspending contracts of teachers in accordance with the provisions of this procedure. Generally, the Board may anticipate implementing a reduction in force of one (1) teacher for each 20 student decline based on December 1 enrollment.

A. Attrition and Suspension

1. The number of persons affected by a layoff will be kept to a minimum by not employing replacements for employees who die, retire, or resign.
2. Layoffs which cannot be achieved through attrition shall be made by suspension of contracts.
3. A limited contract expiring in the calendar year in which the reduction occurs which would otherwise have been renewed shall be renewed in order to provide the teacher involved the rights provided for under this Article.
4. No positions shall be posted until such time that all bumping has been completed and there is no current bargaining unit member properly certified to hold that position.
5. A seniority list of all teachers in each area of certification/licensure shall be developed annually by the administration according to the seniority provision set forth below. A copy of the list(s) will be sent to the president of the Association by January 15 of each year. Two lists shall be generated and provided, one sorted

by straight seniority based on date of employment by the Board, and one sorted by certification and seniority. Length of continuous service shall not be interrupted or affected by Board authorized leaves of absence.

6. At least thirty (30) work days preceding the date of implementation, the Association president shall be notified in writing of the Board's intent to implement a layoff.
7. Within five (5) working days of receipt of the notification to the Association President, each teacher whose position is to be reduced shall be notified by the Board and/or their designee in person and by certified letter. This notification shall contain the effective date of the suspension of the position, and the bumping rights that apply.
8. On a case by case basis, in lieu of suspending a contract in whole, a board may suspend a contract in part, so that an individual is required to work a percentage of the time the employee otherwise is required to work under the contract and receives a commensurate percentage of the full compensation the employee otherwise would receive under the contract.

B. Procedure for Reduction

1. To achieve such a reduction, the Board may proceed to suspend contracts in accordance with the recommendation of the Superintendent. In making these recommendations, the Superintendent must reduce first bargaining unit members on limited contracts and then bargaining unit members on continuing contracts within area of certification/license.
 - a. Limited contract teachers shall be reduced first utilizing the following order:
 - (1) Certification/Licensure within the affected teaching field.
 - (2) Comparable evaluations as defined in this Agreement.
 - (3) When evaluations are comparable, seniority in the District shall prevail, with the contract of the least senior limited contract teacher in the affected teaching field being the first to be suspended.
 - b. Should the necessary reduction of teaching positions exceed the number of limited contract teachers in the affected teaching field, continuing contract teachers shall be reduced utilizing the following order:
 - (1) Certification/Licensure within the affected teaching field.
 - (2) Comparable evaluations as defined in this Agreement.
 - (3) When evaluations are comparable, seniority in the District shall prevail, with the contract of the least senior limited contract

teacher in the affected teaching field being the first to be suspended.

2. Comparable Evaluations

Comparable evaluations shall be defined as follows:

- a. All Accomplished, Skilled and Developing Rated teachers will be deemed comparable to each other.
- b. All Ineffective Rated teachers will be deemed comparable to each other.

C. Displacement

1. The Board shall not give preference to any teacher based on seniority, except when making a decision between teachers who have comparable evaluations.
2. A staff member subject to being laid off may elect to displace a less senior staff member in another area of certification/licensure if he/she currently holds a regular certificate/license in that area. Additionally, a teacher cannot bump into a position for which they are not highly qualified. However, the more senior staff member must have received at least a comparable evaluation to the less senior teacher.
3. Within thirty (30) working days of the notification of a RIF, there shall be a district wide bid day scheduled. Notification of the scheduled bid day shall be made by district all call, email, postings within all schools, and regular mail if school is not in session. All teachers shall be provided with a current seniority list with both hire dates and areas of certification listed of all staff. Those teachers whose contracts will be suspended will be placed on a separate list in order of seniority. The most senior teacher may then select the position they intend to bump. That "bumped" teacher shall then be placed onto the list in the appropriate position. This procedure shall continue until opportunities to bump have been exhausted. The bid shall be held during regular school hours unless mutually agreed to differently by the Superintendent and Association President. Those unable to attend in person may participate by proxy or any electronic source available. The individual teacher shall make all arrangements for proxy or electronic participation.
4. No supplemental or temporary licenses shall be requested by the Board of Education to the Ohio Department of Education for any position as long as a bargaining unit member with full certification currently employed or on the recall list is able to fulfill that position.
5. Every effort shall be made to avoid RIFs within thirty (30) days of the first day of the following school year.

D. Procedure for Recall

1. All teachers whose contracts were suspended as a result of a layoff shall be placed on a recall list stating their seniority in each teaching field for which they are or become certified/licensed to teach.
2. Teachers on the recall list shall be offered reemployment to full-time positions, as they become available for which they are certified/licensed in the reverse order of layoff; (last laid off-first reemployed), and have comparable evaluations.
3. A teacher who is recalled to a position shall resume the contract status he/she held prior to the layoff and shall be credited with sick leave accumulation and years of service for salary schedule placement he/she had prior to being laid off.
4. The seniority of a recalled teacher shall be calculated as if service were not interrupted.
5. When an opening(s) occurs, the Board shall send a certified letter to all teachers certified/licensed for the position to their last known address to advise them of such positions. If no certified/licensed teacher is currently on the recall list, posting shall occur as per Article 10, A. It is the teacher's responsibility to keep the Board informed of his/her current mailing address. The teacher shall, within fifteen (15) days from the postmark date of the letter, indicate availability and desire for such position. The Board shall reinstate that teacher indicating availability and desire for such position who has the greatest seniority. If the teacher fails to notify the Board within the specified period of time, or if the teacher rejects the offered full-time position, said teacher shall be considered to have rejected the position and to have forfeited his/her right to recall to service in the district. The position will then be made available to the next eligible teacher on the reduction in force list.
6. No teachers new to the district shall be employed in a teaching field until all properly certified/licensed teachers certified/licensed in that field on the reduction in force list have been offered a contract for the position in accordance with the provision of this procedure.
7. Teachers remaining laid off will be given preferential consideration as substitute teachers and part-time teachers. The electronic system utilized for scheduling substitutes shall be adjusted to give such preferential consideration. However, employment as a substitute or part-time teacher shall not disqualify that teacher from placement or continued placement on the reduction in force list for full-time employment.
8. The recall list shall be maintained for a period of two (2) years. Thereafter, an employee on layoff shall lose his/her recall rights.

ARTICLE 13 – COMPLAINT AGAINST A BARGAINING UNIT MEMBER

Should the administration receive a complaint against a bargaining unit member and after consideration determine that it is worthy of further investigation, the employee will be notified of the complaint, name of the complainant, date of complaint, and nature of the complaint, except in cases of report of child abuse, in which case the employee shall be notified of the nature of the complaint and the date of the complaint. Should a bargaining unit member be called to any meeting, with or without the complainant, the bargaining unit member may be represented by any person(s) of his/her choice. Nothing regarding the complaint will be placed in the member's personnel file without his/her knowledge and unless the procedures specified herein are fully complied with. A member shall have the right to attend, with a representative, any executive session of the Board held to hear a complaint about the member from a parent or resident of the school district.

ARTICLE 14 – TEACHER EVALUATION

- A. Evaluation has for its primary objective the strengthening of instructional service. Effective evaluation will require a serious nature and a cooperative approach on the part of all involved.
- B. Definitions
 - 1. Evaluation Procedure: The procedural requirements set forth in this agreement to provide specificity to the statutory obligations established under sections 3319.111 and 3319.112 of the Ohio Revised Code and to conform to the framework for the evaluation of teachers developed under section 3319.112 of the Ohio Revised Code.
 - 2. Ohio Teacher Evaluation System (OTES): The teacher evaluation system as adopted by the Ohio State Board of Education.
 - 3. Evaluation Framework: The document created and approved by the Ohio Department of Education (ODE) in accordance with section 3319.111(A) of the Ohio Revised Code that establishes the standards based framework for the evaluation of teachers developed under section 3319.112 of the Ohio Revised Code.
 - 4. Evaluation- Factors: The multiple measures that are required by law to be used in the teacher evaluation procedure. The two factors, which are weighted equally, are student growth measures at fifty (50) percent and teacher performance at fifty (50) percent.

5. Student Growth Measures (SGM): Tool or assessment that is used to measure, or determine, student academic growth. As an evaluation factor, the SGM dimension is based on value added scores, assessments from ODE's list of assessments for teachers where value added scores are not available, and from local measures of student growth based on student learning objectives (SLOs). SGM results are reported as: above expected levels of student growth, expected levels of student growth, below expected levels of student growth.
6. Teacher: A licensed instructor who spends at least 50% of his/her time providing content related student instruction and who is working under one of the following:
 - a. A license issued under ORC Sections 3319.22, 3319.26, 3319.222 or 3319.226; or
 - b. A permanent certificate issued under ORC Section 3319.222 as it existed prior to September 2003; or
 - c. A permanent certificate issued under ORC Section 3319.222 as it existed prior to September 2006; or
 - d. A permit issued under ORC Section 3319.301.

Those bargaining unit members not falling within the definition above shall be evaluated using the forms and procedures in place as of May 2012 until such time that the evaluation committee recommends otherwise.

7. Teacher Performance: The assessment of a teacher's performance, resulting in a performance rating. Teacher performance shall be assessed in accordance with ODE guidelines.
8. Evaluation Rating: The final, summative evaluation level that is assigned to a teacher based on evaluations that are conducted pursuant to the terms of this agreement. The evaluation rating is assigned at the conclusion of the evaluation cycle when the teacher performance rating is combined with the results of student growth measures where fifty (50) percent of the evaluation rating is based on student growth measures as provided for in this agreement and fifty (50) percent of the evaluation rating is based on a teacher performance rating as provided for in this agreement. Each completed evaluation will result in the assignment of a teacher to one of the following evaluation ratings: Accomplished, Skilled, Developing, or Ineffective.
9. Evaluation Cycle: The period of time for the completion of the evaluation procedure. The evaluation cycle is completed when student growth measures resulting from assessments that were administered in the previous school year are combined with the performance ratings resulting from performance assessments that are conducted for the current school year to assign an evaluation rating.

10. Evaluation Instrument: The process and forms used by the teacher's evaluator.
11. Student Learning Objective (SLO): A measurable, long term academic growth target that a teacher sets at the beginning of the year for all students or for subgroups of students over a given interval of instruction based upon baseline data gathered at the beginning of the course.
12. Ohio Teacher and Principal Evaluation System (eTPES): The method used by the District to electronically report to ODE aggregate final, summative teacher evaluation ratings.
13. Improvement of Deficiencies: A written plan which shall be collaboratively put into place with the teacher and their Credentialed Evaluator, in order to directly address any deficiencies in the evidence that is gathered during walkthroughs and formal observations.
14. Teacher of Record: The individual responsible for assigning the grade to the student. This individual is required to have the proper credentials to teach the particular subject for which he/she has been designated "teacher of record".
15. Linkage: The process of connecting the teacher(s) of record [based upon above definition] to a student's and/or defined group of students' achievement scores.
16. Shared Attribution: The practice of sharing student(s) achievement scores amongst a collaborative group of appropriately licensed educators who consistently meet, plan and provide instruction and/or intervention for a student or defined group of students on a specific topic and/or grade level.
17. Credentialed Evaluator: a person who:
 - a. Meets the eligibility requirements under ORC Section 3319.111(D); and
 - b. Holds a credential established by the Ohio Department of Education for teacher evaluation; and
 - c. Has completed state sponsored evaluation training and has passed an online credentialing assessment.
18. Poorly Performing Teacher: A teacher who, after receiving an ineffective rating for a period of no less than two out of the last three years, and who completes an improvement plan during the fourth year continues to receive an overall summative rating of ineffective. (ref. ORC 3319.58)

19. **Core Subject Area:** Means reading and English language arts, mathematics, science, foreign language, government, economics, fine arts, history and geography.
20. **Student Growth.** The change in student achievement for an individual student between two or more points in time.
21. **Value Added:** The EVAAS Value Added methodology provided by SAS, Inc., which provides a measure of student progress at the district and school level based on each student's scores on state issued standardized assessments.
22. **Vendor Assessment:** 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 assessments, industry certification exams, or end of course examinations for grade level and subjects for which the Value Added measure does not apply.

C. Evaluation Committee

1. The Association and the Board agree to establish a standing joint Evaluation Development Committee for the purpose of establishing the policy, procedure and process, including the evaluation instrument and scoring of Student Learning Objectives, for the evaluation of teachers in the District and to regularly review the effectiveness of the policy, procedure and process, including the evaluation instrument, for the evaluation of teachers in the District.
2. **Committee Composition**
 - a. The committee shall be comprised of three (3) Association members appointed by the Association President, the Superintendent, and two (2) administrative members appointed by the Superintendent. In addition, each party may appoint up to one ad hoc non-voting member to assist and/or attend committee meetings.
 - b. Committee members shall be representative of elementary, middle school, secondary, and specialty areas (e.g., music, art, special education) and programs (e.g., career tech) within the District.
3. **Committee Operation**
 - a. The committee shall be chaired jointly by a committee member from the Association and a committee member from the Board.
 - b. Members of the committee will receive training in all aspects of OTES, the state adopted evaluation framework, the standards for the teaching

profession, teacher of record, shared attribution and linkage prior to beginning their work.

- c. The committee will establish by mutual agreement a meeting calendar, tasks for the committee to complete, and timelines for the completion of specific tasks.
- d. Committee agendas will be developed jointly by the co-chairpersons of the committee.
- e. All decisions of the committee will be achieved by consensus.
- f. At the initial committee meeting, the committee will develop the ground rules by which the committee will operate. These ground rules will be read aloud at the commencement of every meeting and will be reviewed annually.
- g. At each meeting, the committee will select an individual to act as the official recording scribe for that meeting.
- h. Members of the committee will receive release time for committee work and training.
- i. Minutes of meetings will be distributed to committee members, Association President and District Superintendent within five (5) days following meetings of the committee.
- j. The Committee may establish sub-committees to assist with their work.
- k. Sub-committees will be jointly appointed by the Superintendent/designee and the Association President/designee.
- l. The committee shall be authorized to utilize consultant(s) (examples include, but are not limited to, educational consultants, software consultants, credentialing trainers, etc.) as it deems appropriate. The cost, if any, shall be borne by the Board.

4. Compensation

Any committee work performed outside of the contractual work day will be paid at a rate of \$15.00/hour.

5. Secretarial Support

The District, may, when available, provide secretarial support and assistance to the committee. Responsibilities shall include note taking, copying, committee

notification, communications, distribution of materials, and other duties as needed.

6. Committee Authority

- a. The committee is responsible for jointly developing, reviewing and recommending the policy, procedure and process, including the evaluation instrument, for teacher evaluation.
- b. The committee shall not have the authority to negotiate wages, hours, or terms and conditions of employment.
- c. The Board and the Association shall bargain during regular contract negotiations all elements of the teacher evaluation procedure that are not expressly prohibited subjects of bargaining, and these negotiations must be satisfactorily completed prior to the implementation of the evaluation procedure or prior to any modification or amendment of same. Any agreement that is achieved through said negotiations shall be subject to ratification by both parties.
- d. Upon ratification of the negotiated agreement, the Board shall amend its evaluation policy to conform to the terms of this agreement.
- e. If either party wishes to consider any change or revision to the evaluation procedure or process, including the evaluation instrument, during the term of this agreement, it will discuss the matter with the committee. If the discussion results in a recommendation by the committee to change or review the evaluation procedure or process, including the evaluation instrument, during the term of the agreement, then said recommendation shall be subject to ratification by the Board and the Association.
- f. In the event of legislative action by the Ohio General Assembly that impacts in any way on this topic, the parties to this agreement shall discuss this topic to determine whether adjustments are appropriate during the term of this agreement. Any changes made to the Ohio Revised Code regarding evaluation may be addressed without opening the entire negotiated agreement.

D. Procedure

1. The Board elects to evaluate a teacher receiving an effectiveness rating of "Accomplished" on the teacher's most recent evaluation conducted pursuant to this procedure once every three (3) years, so long as the teacher's student academic growth measure, for the most recent school year for which data is available, is average or higher, as determined by the ODE. Any evaluation conducted under this provision must be conducted and completed by the first day

of May, and the teacher shall be provided with a written copy of the evaluation results by the tenth day of May.

The Board elects to evaluate a teacher receiving an effectiveness rating of "Skilled" on the teacher's most recent evaluation conducted pursuant to this procedure once every two (2) years, so long as the teacher's student academic growth measure, for the most recent school year for which data is available, is average or higher, as determined by the ODE. Any evaluation conducted under this provision must be conducted and completed by the first day of May, and the teacher shall be provided with a written copy of the evaluation results by the tenth day of May.

In any year that a teacher is not formally evaluated pursuant to this procedure as a result of receiving a rating of "Accomplished" or "Skilled" on the teacher's most recent evaluation, an individual qualified to evaluate a teacher under this procedure shall conduct at least one (1) informal observation of that teacher and hold at least one (1) conference with that teacher. All teachers must produce two (2) SLOs. A professional growth or improvement plan is required of all teachers annually. The evaluation schedule must be noted in eTPES in the fall of the school year.

All other teachers shall be observed on at least two (2) separate occasions for a period of not less than thirty (30) consecutive minutes yearly. If the Board has entered into a limited contract or an extended limited contract with a teacher pursuant to section 3319.11 of the Ohio Revised Code, the Board shall perform a minimum of three formal observations during the evaluation cycle in any school year in which the Board may wish to declare its intention not to re-employ a teacher pursuant to division (B), (C)(3), (D), or (E) of 3319.11. A pre-conference shall be held at least one (1) working day but no more than three (3) working days prior to the observation. A post-conference between the evaluator and the teacher shall be held within five (5) school days of the observation.

2. There shall be a minimum of twenty-five (25) school days between the two formal observations. All evaluations shall be conducted by credentialed evaluators according to Ohio law. If the credentialed evaluator is not the bargaining unit member's primary supervisor, the bargaining unit member may request his/her immediate supervisor to serve as his/her evaluator. The final decision will rest with the Superintendent and/or building principal.
3. Ohio Teacher Evaluation System (OTES) forms shall be utilized. When more than one form for the same procedure is available, the committee shall determine which form shall be utilized. These evaluations shall be done by the appropriate building principal employed by the Switzerland of Ohio Schools. All evaluators shall be properly licensed and credentialed as per ORC 3319.111.

4. If the teacher does not agree with the comments made by the evaluator, the exceptions should be noted under the "Teacher Comment" section of the form. The teacher has ten (10) days from the conference date to note comments, otherwise, the evaluation forms will be filed without "Teacher Comments". In addition, the teacher may request a meeting with the elementary or secondary supervisor, the building principal, and if desired, a representative of the Association to discuss the matter in greater detail. Additional comments may be added by the teacher at the conclusion of this meeting.
5. Completed evaluation forms are to be filed with the Superintendent with copies being provided for the teacher and the building principal. These forms must be given to the teacher within five (5) school days of the conference. A complete evaluation shall be comprised of a pre-conference, observations, post-conference, walk-throughs, and any and all scripting completed by the evaluator.
6. The procedures and substantive aspects (i.e., judgment of the evaluator) of an evaluation may be subject to the grievance procedure.

E. Performance Assessment

1. The Ohio Teacher Evaluation System Performance Rubric shall be the evaluation tool used to calculate the Teacher Performance fifty percent (50%). The method for calculating teacher performance shall comply with ODE standards.
2. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.
3. No inaccurate, untimely or undocumented information may become part of a teacher's performance assessment. All results and conclusions of performance assessments must be documented and supported by evidence.
4. In implementing performance assessments, no teacher performance information shall be collected by video or audio devices.

F. Walkthroughs

1. A walkthrough is a formative written assessment piece that focuses on one (1) of the following components:
 - a. Evidence of planning;
 - b. Lesson delivery;
 - c. Differentiation;
 - d. Resources;

- e. Classroom environment;
 - f. Student engagement; and,
 - g. Assessment.
2. A notification shall be sent electronically at least two (2) work days prior to each walkthrough to identify the focus of the walkthrough for at least two (2) of the walkthroughs. If the teacher is on Board approved leave during the time the Evaluator sends the notification, the walkthrough shall be rescheduled.
 3. The walkthrough shall be at least three (3) consecutive minutes, but not more than ten (10) consecutive minutes in duration.
 4. At the request of the teacher or principal, a formal debriefing shall occur no later than two work days after the walkthrough to discuss observations relative to the identified focus.
 5. The teacher shall be provided a copy of the walkthrough form, including all scripted and anecdotal documents relative to the walkthrough no later than five (5) work days following the walkthrough.
 6. There shall be a minimum of one (1) walkthrough and a maximum of five (5) walkthroughs corresponding with each observation. There may be an unlimited number of walkthroughs if the teacher is currently on a formal improvement plan.
 7. Walkthroughs shall not disrupt and/or interrupt the learning environment in the classroom.

G. Improvement of Deficiencies Identified During Observations and Walkthroughs

1. Formal observations and walkthroughs resulting in the identification of performance deficiencies shall be addressed during the post-observation conference or the formal debriefing following a walkthrough. All deficiencies identified by the evaluator shall be compiled and reported in writing and a copy of the written report shall be provided to the teacher at the post-observation conference or formal debriefing.
 - a. The evaluator involved shall make written recommendations at the post observation conference or formal debriefing and otherwise assist the teacher for the purpose of improvement of identified deficiencies.
 - b. The evaluator and teacher shall develop a plan for improvement of identified deficiencies at the post observation conference or formal debriefing and such plan shall be reduced to writing and provided to the

teacher within five (5) working days following the post observation conference or formal debriefing.

2. The improvement plan, as outlined in this section, shall detail:
 - a. Performance issues documented as deficient;
 - b. Specific performance expectations;
 - c. The allocation of financial and other resources and assistance to be provided by the District to support professional development of the teacher;
 - d. Sufficient, specific timelines, not less than six (6) weeks, as to allow for the improvement of identified deficiencies.
 - e. The provision for a trained teacher mentor/coach as appropriate. The mentor/coach will be provided release time to allow for meetings/observations with the teacher under an improvement plan.
3. If an improvement plan is developed, those identified deficiencies shall be reevaluated as part of the performance assessment process for the remainder of the school year. An improvement plan for deficiencies that are successfully remediated during the remainder of the school year shall be deemed completed.
4. If an improvement plan is developed after March 1, the plan shall be continued into the next school year.
5. Other observed deficiencies regarding the teacher's failure to adhere to reasonable work rules and other documented deficiencies not noted during the formal observations or walkthroughs must be put in writing and provided to the teacher within three (3) work days after the observed deficiency occurs. The evaluator shall provide, in writing, to a teacher any plan for improvement of identified deficiencies and shall include a reasonable time period for said improvement.

H. Assessment of Student Growth

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.

In general, the Board will utilize the following categories to determine this aspect of a teacher's evaluation, depending upon the instructor involved:

A1: Teachers instructing in value added subjects exclusively;

A2: Teachers instructing in value added courses, but not exclusively;

- B: Teachers instructing in areas with Ohio Department of Education approved vendor assessments with teacher level data available; or
- C: Teachers instructing in areas where no teacher level value added or approved vendor assessment is available.

Where value added methodologies exist for A1 and A2 teachers, the Board will utilize them in the evaluation process. Teachers instructing in value added courses, but not exclusively, will utilize teacher value added and locally determined measures proportionate to the teacher's schedule.

When an approved Ohio Department of Education vendor assessment is utilized in the measurement of student growth, it will be included in the evaluation process for B teachers.

The value added progress dimension shall not be used to calculate student growth for purposes of conducting teacher evaluations for the 2015-2016 and 2016-2017 school years that are based on the results of the assessments administered in the 2014-2015 and 2015-2016 school years. The District shall use locally determined Student Growth Measures. Student Growth Measures may be comprised of SLOs, shared attribution, and/or non value added vendor data.

An SLO must be based upon the following criteria: Baseline and Trend Data, Student Population, Interval of Instruction, Standards and Content, Assessment(s), Growth Targets, and Rationale for Growth Targets.

Data from these approved measures of student growth will be scored in accordance with the Ohio Department of Education/OTES guidance.

ARTICLE 15 – INSURANCE

The Board of Education shall continue to provide the following insurance benefits through August 31, 2020 for eligible members of the bargaining unit:

- A. The current health insurance plan or its equivalent with UCR coverage on prescription drug, laboratory charges, and anesthesia with the Board paying 90% of the Single and Family premium thru August 31, 2020. Should the Board change or drop the current health insurance plan with prescription coverage, then the Board shall implement an equivalent prescription drug plan with the Board paying 100% of the premium.
- B. The current dental plan or its equivalent with the Board paying 100% of the premium.

C. The current vision insurance or its equivalent with the Board paying 90% of the premium.

D. \$50,000 life insurance with the Board paying 100% of the premium.

E. 125 Plan

The Board will institute a premium-only IRS 125 plan for all bargaining unit members. This plan will tax shelter the employee's contribution towards the premium, up to the IRS limit.

F. A committee composed of three (3) voting members of the bargaining unit selected by the Association (Association President or their designee may be in attendance at all meetings but shall not vote) and three (3) people appointed by the Board shall explore all insurance options and examine, research and report methods of maintaining and improving benefits and reducing the cost of health insurance coverage. The Board agrees to implement insurance cost savings measures as recommended by the insurance committee provided that current benefits are in no way diminished.

1. The Board shall provide an operational budget of \$4,000.00 for the committee expenses. The budget may be increased at the sole discretion of the Board. The committee shall report monthly on all expenditures of the committee to the Superintendent.

2. Bargaining unit members will be provided release time with substitutes to execute the work of the committee with five (5) days prior notice to the Superintendent for scheduling purposes.

3. Written reports shall be provided by the committee to the Board and the Association concerning issues under study by the committee.

4. The committee shall report its findings and/or recommendations to the Board and the Association as needed.

G. Each eligible member of the bargaining unit electing health insurance coverage will be covered under Option 2 of the District's insurance plan. Option 2 will not include the gastric bypass option.

H. Beginning with the July 1, 2014 health insurance renewal, if the Board is informed by the insurance benefits broker that it is likely that health insurance rates will increase more than 10% from one policy term to the next policy term, the Board will inform the SOEA President and SOEA Insurance Committee. Following notice, the Board and the SOEA representatives, along with OAPSE representatives, will meet and agree to plan changes, and/or employee contribution modifications, or other plan modifications so that the increase is no more than 10% for the start of the new policy term. Agreement must be

reached on the modifications to the insurance plan in time for the reduction in insurance rates to no more than 10% to take effect by the beginning of the next plan year. This agreement shall not be enacted when the insurance benefits broker's negotiations with the health insurance carrier result in a final renewal rate not exceeding 10% without alterations to the plan.

- I. Insurance benefits will become effective for new employees beginning on the first day of the first month immediately following the month in which employment begins.

ARTICLE 16 – COMPENSATION

A. Salary Schedule Index

The Board of Education shall implement the salary schedule index attached hereto and designated Exhibit "A".

B. Salary

The Board proposes a 5% increase (move 2% STRS pickup to salary) to the base salary, effective September 1, 2017.

The Board proposes a 3% increase to the base salary, effective September 1, 2018.

The Board proposes a 3% increase to the base salary, effective September 1, 2019.

PEAK: Teachers working in the building of a student taking a PEAK course have first right of refusal, first by the teacher already teaching that class in the building then by seniority, to teach that student in the PEAK program. If no teacher within that building is interested, then it will be seniority bid to rest of district. A teacher shall be paid \$100.00 per student per semester on the first payroll following that semester.

PUPP Revenue Contingency Bonus Plan

The Board agrees to share future Public Utility Personal Property (PUPP) revenues associated with new oil and gas pipeline values added to the tax rolls with SOEA employees on a contingency basis as follows:

1. The annual contingency bonus will be paid as a lump sum cash payment less applicable taxes and deductions within thirty (30) days of receipt of both the 1) tax settlement payments, 2) accompanying PUPP back up data/tax rolls from all three County Auditors. The spring settlement will be used each year to calculate the applicable contingency cash bonus.

2. The lump sum contingency cash bonus payment will be calculated as a 1% pro-rated equivalent of the bargaining unit member's regular annual salary per \$1,000,000 in qualifying PUPP revenue received. PUPP revenue to be included in the contingency cash bonus calculation shall be new oil & gas pipeline values that are added to the spring tax rolls. Contingency cash bonus payments will commence once the district receives the first \$500,000 in qualifying PUPP tax revenue and this payment shall continue on an annual basis.

Therefore, if the district receives an additional \$750,000 in qualifying PUPP revenue on the spring 2014 tax settlement, as compared to the spring 2013 tax settlement, bargaining unit members will receive a .75% bonus payment. If the qualifying additional PUPP revenue increases to \$1,500,000 on the spring 2015 settlement, as compared to the spring 2013 settlement, the bargaining unit members will receive a 1.5% payment, and so on. The treasurer will provide the 2013 spring PUPP revenue tax roll/tax settlement on or before June 15, 2013.

3. The cash bonus payments will be based on the bargaining unit member's placement on the salary schedule and the calculation will not include extra compensation including but not limited to supplemental salary payments, overtime, or extra days. The contingency cash bonus payment will be capped at the first \$6,000,000 in qualifying PUPP revenue above the baseline number provided by the treasurer on or before June 15, 2013; the maximum cash bonus payment is therefore capped at 6%.
4. The cash bonus payments will commence starting with the 2014 spring tax settlement. The treasurer will meet with the SOEA bargaining unit to determine the qualifying PUPP revenue.
5. Any staff member working at least one hundred fifty (150) days of a school year shall be eligible for the cash bonus.

C. Supplemental Salaries

Eighteen thousand dollars (\$18,000) will be divided equitably between and within the

7-12 High School
9-12 High Schools and Swiss Hills

Each elementary building shall be allocated \$4,000.00 for supplemental duties and bus duties that are completed outside the normal work day. Any duties outside the normal work day shall be distributed equitably among the staff.

The principal shall meet with the building teachers and determine equitable distribution of funds and supplementals, subject to the approval of the Superintendent.

SOEA members may bid on coaching positions. All SOEA members shall receive preference on coaching positions prior to non-SOEA members being considered. If there are concerns with an SOEA member's bid on the position, administration shall retain their rights and may deny the coaching position contract provided a written reason is given to the SOEA applicant.

Bus duty being performed outside the confines of the work day shall be compensated using \$1,500.00 of the supplemental contract monies given to each school. The monies will be divided among those performing bus duty, as decided by the building principal.

The Board shall implement the supplemental salary schedule index attached hereto and designated as Exhibit "C". These percentages will remain constant in the future, but the monetary amounts will be recomputed in accordance with any change in the base salary. (Exhibit "D").

For a bargaining unit member to receive compensation for a supplemental position pursuant to Article 15, Section C, and reflected in Exhibits C and D in the Negotiations Agreement, the member must fully complete the entire scheduled activity before receiving any supplemental pay. Only one (1) supplemental salary per activity listed in Exhibits C and D shall be paid by the Board. In the event that a member is unable to complete the activity due to unforeseen circumstances such as health, or others as approved by the Superintendent, and not for arbitrary personal reasons, the supplemental obligation is to be paid on a prorated basis by the number of days the activity held official practices, events, meetings and games to each member performing the supplemental contract's duties. In the event that prorating by days is deemed an unfair method of division by both the Superintendent and the SOEA President, then the Superintendent, SOEA President, and the bargaining unit members involved shall meet to decide how the supplemental salary is to be allocated.

To resolve the pending grievances, the parties release all claims for those years but agree that Junior High supplemental coaching positions that are filled will be reinstated and paid in the 2015-2016 school year and for the entirety of the new contract.

D. Teacher Professional Organization Stipend

Consistent with Rule 3307-6-01 of the Ohio Administrative Code, the Switzerland of Ohio Board of Education will pay a stipend to the Switzerland of Ohio Education Association's President, Vice President, Secretary and Treasurer. The SOEA shall certify the stipend amounts to the Board's Treasurer, which can in no event exceed the maximum allowed by Rule 3301-6-01. The SOEA shall promptly and fully reimburse the Board for the total cost of the stipends, including any applicable retirement costs, and payroll costs.

Payment will be made in a onetime lump sum at the end of the school year and completion of the I-27 payment request by the employee.

E. In-House Substitution

When an instructor is absent and another instructor covers the class, the instructor covering the class will be reimbursed in the following situations at the rate of thirty dollars (\$30.00) per period.

1. The instructor covers a class in addition to his/her regular class.
2. Intervention Specialists and Title I teachers may only cover a class during his/her planning period.
3. The instructor covers during his/her planning period.

F. Adult Education and Tutoring

The Board of Education will pay twenty dollars (\$20.00) per hour for those members of the bargaining unit employed by the Board in the Adult Education or Tutoring programs and summer school instructors.

G. Severance Pay

A teacher who retires from the district shall be eligible for severance pay if he/she:

1. Accumulates sick leave pursuant to the provisions of Section 3319.141 of the Ohio Revised Code.
2. Retires from the employ of the Board and is at the time of retirement from the employ of the Board eligible to receive retirement benefits from the State Teachers Retirement System of Ohio.

The teacher shall receive a sum equal to one-fourth (1/4) of his/her accumulated but unused sick leave.

Payment shall be based upon the employee's rate of pay at the time of retirement and eliminates all sick leave credit accrued but unused by the employee at the time payment is made.

If a member of the bargaining unit dies while employed by the Board, and at the time of death was eligible to retire and receive retirement benefits from STRS, and met the eligibility requirements for severance pay pursuant to this contract, then in that event the estate of the deceased employee shall be paid severance pay in accordance with the severance pay provisions of the contract.

For the purposes of this provision, retirement is defined as disability or service retirement under state or municipal retirement system in the state.

Any teacher who retires from the employment of the Board in the first year in which the teacher is eligible to receive service retirement with reduced benefits, or any teacher who retires from the employment of the Board in the first or second year in which the teacher is eligible to receive service retirement with an unreduced benefit from the State Teachers Retirement System of Ohio and has been an employee of the District for twenty (20) years or more, shall receive super severance, which is a sum equal to one-half (1/2) of his/her accumulated but unused sick leave. Such teacher must notify the Board in writing by March 31 in the first year of eligibility of his/her intent. Starting with the 2016-17 school year, the teacher must notify the Board in writing by March 15 in the first year of eligibility. Such intent shall not be revoked, unless there is a mutual agreement between the Board and the teacher.

Super severance will be paid in two (2) equal installments in two (2) consecutive calendar years. The first payment will be made within forty-five (45) days of the bargaining unit member's date of retirement provided proof of retirement has been received in the Treasurer's office (i.e. copy of direct deposit form from STRS.) The second payment will be made by March 15th of the following calendar year.

This super severance benefit shall continue until the expiration of the Master Agreement.

Any teacher who had met either of these two super severance deadlines prior to or during the 2015-2016 school year shall have until March 30, 2016 to exercise the option of retiring and receiving super severance.

H. Mileage

Certificated/licensed employees serving two (2) or more schools shall be paid at the IRS rate per mile for miles driven between two (2) or more schools when on school business.

Certificated/licensed employees required to travel to meetings, conferences, workshops, etc., within the district shall not be paid for travel.

I. STRS Pickup

The Board agrees to annuitize each member's total contribution to STRS by deducting that amount before each member is paid.

The procedure shall be as follows:

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

increased cost to the Board except incidental administrative costs necessary to implement this program.

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

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

J. Payroll and Pay Periods

Paychecks will be issued in equal installments, with paydays occurring on alternate Fridays, or the last working day before Friday if it should fall on a holiday. Paychecks shall be mailed to the bargaining unit member's designated address over the summer and holidays. Direct deposit without cost will be available to all bargaining unit members. Direct deposit will be mandatory for all bargaining unit members hired after July 1, 2007. A notice of direct deposit shall be sent to an email account that the employee selects. If an employee selects an email account other than his/her District issued OMERESA email account, there is no guarantee that the notice of direct deposit will be received.

Yearly salary notice will be included on the first paycheck of the school year and will include notice of the gross annual salary and the step and placement column on the schedule.

Compensation earned from supplemental contracts and through stipends shall be included in an employee's regular salary paycheck.

ARTICLE 17 – SCHOOL CLOSINGS AND CONSOLIDATIONS

If during the life of this agreement the Board of Education determines that it shall reorganize, close or consolidate buildings, the Association President shall be given the opportunity to provide input with regard to the Association's suggestions for the proposed reorganization, closure, or consolidation. The final decision rests with the Board.

ARTICLE 18 - THIRD GRADE GUARANTEE

For the duration of this contract, the district shall provide the following for those teachers pursuing certification qualifying them under the Third Grade Reading Guarantee teaching requirements:

1. Test preparation classes for those teachers choosing to utilize the test option.
2. Payment of any and all test fees for one testing administration.
3. Upon passing the test, the teacher shall receive \$250.00 within thirty (30) days.

ARTICLE 19 – STRAIGHT A FUND GRANT REPAYMENT AGREEMENT

The undersigned, _____, a professional educator currently employed by the Switzerland of Ohio Local School District, acknowledges having been selected by the District to take post-secondary coursework that, when completed, will make the educator dually credentialed/qualified to teach District students in classes for which they will receive both high school and college-level credit. The cost of such coursework (i.e., tuition and the cost of any required fees, textbooks or other materials) will be paid by the District using, in whole or in part, Ohio Department of Education Straight A Fund grant monies.

In consideration of the District's agreement to assume and pay the cost of coursework as described above, the undersigned agrees to continue to teach in the District for at least four (4) school years, defined as 724* qualified service days (any calamity or compensated work/leave day) adjusted only for changes made to the master agreement on a one for one basis. Qualified service days will begin on the first teacher workday of the school year, or the first CCP class day, whichever is earlier, following the attainment of dually credentialed/qualified status (authority granted by the college/university to commence teaching a CCP course). Qualified service days will continue to accrue for all compensated work/leave days regardless of successive teaching assignments after the first day, unless the undersigned refuses an offered CCP assignment. Should the undersigned fail to complete 724 qualified service days, the undersigned agrees to make repayment to the District for its cost in accordance with the terms appearing below. It is understood that the repayment obligation will not apply in the event of death/permanent disability of the employee or the employee's involuntary loss of District employment by action of the Board. The repayment obligation is as follows provided the employee is not subject to a RIF:

1. If the employee severs District employment before accumulating 181 qualified service days, 100% of the cost of coursework shall be repaid to the District.
2. If the employee severs District employment after accumulating 181 and before 362 qualified service days, 75% of the cost of coursework shall be repaid to the District.

3. If the employee severs District employment after accumulating 362 and before 543 qualified service days, 50% of the cost of coursework shall be repaid to the District.
4. If the employee severs District employment after accumulating 543 and before 724 qualified service days, 25% of the cost of coursework shall be repaid to the District.

*Up to the last 24 qualified service days are waived if the undersigned has completed all current CCP course requirements/duties for the college/university, or is not teaching a CCP course, and the employee retires from the District during this period to receive retirement benefits from the State Teachers Retirement System of Ohio.

It is further understood that District recoupment of its cost in accordance with the above terms may be implemented by the withholding of salary that would otherwise be due the employee. The amount per pay will not exceed 5% of the teacher's gross pay unless mutual terms can be drawn.

Also, in consideration of the District's agreement to assume and pay the cost of coursework as described above, the undersigned agrees to reimburse funds spent and not recovered to the district if: a.) he/she drops a course after a deadline on which financial penalties are incurred or b.) fails to successfully complete a course with a "C" or higher or c.) fails to successfully complete the graduate coursework plan toward credentialing or d.) refuses to teach dual enrollment courses once credentialing has been attained during the first 724 qualified service days as outlined in 1-4 above.

ARTICLE 20 - STANDARD - BASED SCHOOL COUNSELOR EVALUATION

The Board of Education is responsible for a standards-based school counselor evaluation policy which conforms to the framework for the evaluation of school counselors as approved by the State Board of Education and aligns with the "Standards for School Counselors" as set forth in State law.

The Board of Education adopts the Ohio School Counselor Evaluation System (OSCES) as approved by the State Board of Education.

The Board believes school counselors play a critical role in supporting student learning and success and maintaining a positive school environment. The standards based system of school counselor evaluations is designed to provide meaningful and consistent feedback to support counselor professional growth and inform employment decisions.

This policy shall be implemented as set forth herein and shall be included in the collective bargaining agreement with the Switzerland of Ohio Education Association, and in all extensions and renewals thereof.

The Board authorizes the Superintendent to establish and maintain an ongoing OSCES Committee, with continuing participation by District counselors represented by the Switzerland

of Ohio Education Association, for the express purpose of recommending necessary changes to the Board for the appropriate revision of the policy.

Definitions

"OSCES" - Stands for the Ohio School Counselor Evaluation System as adopted by the Ohio State Board of Education, or as otherwise modified by the State Board of Education.

"School Counselor"– For purposes of this policy, "school counselor" means an employee who holds a license issued pursuant to O.A.C. 3301-24-05 by the Ohio Department of Education in the area of school counseling and who is assigned to a position in that capacity.

Teachers and other employees who do not meet this definition are not subject to evaluation under this policy. Full time bargaining unit members who do not meet the definition will be evaluated in accordance with Board policy and/or utilizing the evaluation procedures of the collective bargaining agreement in effect between the Board and the Switzerland of Ohio Local School District.

"Credentialed Evaluator"- For purposes of this policy, each counselor subject to evaluation will be evaluated by a person who has completed the OSCES training as required by the Ohio Department of Education.

The Board shall authorize the Superintendent/designee to approve and maintain a list of credentialed evaluators as necessary to effectively implement this policy.

"Evaluation Cycle" – is the period of time for the completion of the evaluation procedure. The evaluation cycle is completed when selected student metrics are combined with the counselor performance ratings resulting from performance assessments on the standards that are conducted for the current school year to assign a summative evaluation rating.

"Evaluation Factors"– refers to the multiple measures that are required by law to be used in the school counselor evaluation procedures, including performance on all six (6) areas identified by the standards and the ability to produce positive outcomes using student metrics selected by the Board. School counselors will receive a score in each of the six standards and the student metrics, which shall be weighted equally (1/7 of the final summative score).

"Evaluation Framework" – means the standards-based framework adopted by the State Board of Education for the evaluation of school counselors in accordance with R.C. 3319.113.

"Evaluation Instruments" – refers to the forms used by the school counselor's evaluator as developed locally.

"Evaluation Procedure" – the procedural requirements set forth in this policy are intended to provide specificity to the statutory obligations established under R.C. 3319.113 and to conform to the framework for the evaluation of school counselors developed under R.C. 3319.113.

"Evaluation Rating" – means the final summative evaluation level that is assigned to a school counselor pursuant to terms of this policy. The evaluation rating is assigned at the conclusion of the evaluation cycle when the school counselor performance rating is combined with the results of student metrics. Each completed evaluation will result in the assignment of one (1) of the following evaluation ratings to Accomplished, Skilled, Developing, or Ineffective.

"High Performing School Counselor" - is a school counselor who earns a summative rating of "Accomplished" or "Skilled" on his/her most recent evaluations.

"School Counselor Performance" – is the assessment of a school counselor's performance on each of the six State-adopted standards, resulting in a performance rating. As an evaluation factor, the school counselor performance dimension is based on direct observations of a counselor's practice by a credentialed evaluator. Performance results are reported as a performance rating that may be coded as "1" indicating lowest performance to "4" indicating highest performance.

"Student Metrics" - the locally determined measure(s) that assess a school counselor's ability to produce positive student outcomes.

Standards-Based School Counselor Evaluation

School Counselor evaluations will utilize multiple factors, with the intent of providing meaningful feedback to each school counselor and assigning an effectiveness rating based upon school counselor performance and the counselor's assessment on selected student metrics.

- A. Accomplished;
- B. Skilled;
- C. Developing; or
- D. Ineffective.

The specific standards and criteria for distinguishing between these ratings/levels of performance shall be the same as those developed by the State Board of Education, which are incorporated herein by reference.

The Superintendent shall annually cause to be filed a report to the Ohio Department of Education (ODE) in accordance with requirements mandated by ODE. The Board will utilize the ODE's guidelines for reporting this information.

Assessment of School Counselor Performance

School Counselor performance will be evaluated during formal observations and periodic informal observations. Such performance will be assessed through a holistic process by trained and credentialed evaluators based upon the following *Ohio Standards for School Counselors*:

- A. Comprehensive School Counseling Program Plan;
- B. Direct Services for Academic, Career and Social/Emotional Development;
- C. Direct Services for Academic, Career and Social/Emotional Development;
- D. Evaluation and Data;
- E. Leadership and Advocacy; and
- F. Professional Responsibility, Knowledge and Growth.

Formal and Informal Observations

- A. School Counselors shall be evaluated based on at least two (2) formal observations of at least thirty (30) minutes each and informal observations each school year.
- B. A high performing school counselor will be evaluated less frequently as follows.
 - 1. A school counselor who receives a rating of "Accomplished" on his/her most recent evaluation may be evaluated every three (3) years, as long as the counselor's metrics for student outcomes for the most recent year for which data is available, is "skilled" or higher. If the determination is made to evaluate every three (3) years, the counselor will nevertheless be provided with at least one (1) observation and conference in any year that such counselor is not formally evaluated.
 - 2. A school counselor who receives a rating of "Skilled" on his/her most recent evaluation may be evaluated every other year, as long as the counselor's metrics for student outcomes for the most recent year for which data is available, is "skilled" or higher. If the determination is made to evaluate every other year, the counselor will nevertheless be provided with at least one (1) observation and conference in any year that such counselor is not formally evaluated.

Evaluations will be completed by May 1st, 2017 and each school counselor will be provided a written report of the results of his/her evaluation by May 10th, 2017. Written notice of nonrenewal will be provided by June 1st.

Each school counselor evaluated under this policy shall annually complete a "Self-Assessment" utilizing the Self-Assessment Summary Tool approved by the Board.

Formal Observation Procedure

The observations will not be conducted when school counselors are engaged in counseling activities with students that require confidentiality.

All formal observations shall be preceded by a 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.

Informal Observation/Walkthrough Procedure

The observations will not be conducted when school counselors are engaged in counseling activities with students that require confidentiality.

An informal observation is a formative assessment process that focuses on one (1) or more of the components included in the State-adopted standards.

An informal observation should be of sufficient duration to allow the evaluator to assess the focus of the observation.

Data gathered from the observation must be placed on the form designated in the Appendix. Feedback from observations shall be provided electronically within 5 days. The school counselor and/or evaluator may request a face to face meeting to discuss observations relative to the identified focus of the informal observation.

- A. Informal observations shall not unreasonably disrupt and/or interrupt the work day.
- B. A final debriefing and completed form must be shared with the employee within a reasonable amount of time.

Assessment of Student Metrics

The Board will select student metrics that will be utilized for school counselor evaluations in the areas of academics, career, and social emotional development. Any modifications to the metrics that will be used in school counselor evaluations will be adopted before the start of the school year.

Data from these approved measures of student growth will be scored on four (4) levels, with a score of "1" being the lowest and "4" being the highest.

Final Evaluation Procedures

Each school counselor's performance rating for each of the six (6) standards will be combined with the assessment of student metrics to produce the final summative.

The evaluator shall provide that each evaluation is submitted to the school counselor for his/her acknowledgement by written receipt. If signed by the employee, the receipt is to be sent to the Superintendent as soon as received.

Professional Growth Plans and Professional Improvement Plans

Based upon the results of the annual evaluations conducted in accordance with this policy, each school counselor must develop either a professional growth plan or professional improvement plan as follows:

- A. School counselors with a final summative rating of "Accomplished" will develop a professional growth plan.
- B. School counselors with a final summative rating of "Skilled" will develop a professional growth plan collaboratively with their evaluator.
- C. School counselors with a final summative rating of "Developing" will develop a professional growth plan collaboratively with their evaluator. A building administrator must approve the professional growth plan.
- D. School counselors with a final summative rating of "Ineffective" will develop an improvement plan with their evaluator. A building administrator must approve the improvement plan.

Professional growth and improvement plans must be completed by September 30th each school year. The Board retains the discretion to place a school counselor on an improvement plan at any time based on deficiencies in any individual component of the evaluation system.

Board Professional Development Plan

In accordance with the State Board of Education's Statewide evaluation framework, the Board has adopted a specific plan for the allocation of financial resources to support the professional development of school counselors covered by this policy. The plan will be reviewed annually.

Retention and Promotion Decisions/Removal of Poorly Performing School counselors

The evaluations produced will serve to inform the Board on employment decisions, i.e., retention, promotion of school counselors, renewal of employment contracts, and the removal/nonrenewal of poorly performing school counselors.

Definitions:

"Retention"- for purposes of this policy refers to employment decisions on the question of whether or not to suspend a contract pursuant to a reduction in force, non-renew a limited or extended limited contract, or terminate employment for good and just cause. In the case of a reduction in force, seniority will not be considered when making decision on contract suspensions, except in the instance of comparable evaluations. The decision to non-renew or terminate the contract of a poorly performing school counselor may be informed by the evaluation(s) conducted under this policy. However, decisions to non-renew or terminate an employment contract are not limited by the existence of this policy.

"Promotion"- as used in this context is of limited utility given the fact that school counselors covered by this policy are not currently employed in any discernible hierarchy. Nevertheless, when making decisions relative to such matters as determining employee assignments, the Board will consider school counselor performance as indicated by evaluations.

"Poorly Performing School Counselors"- refers to school counselors identified through the evaluation process set forth in this policy who demonstrate an inability and/or unwillingness to meet the reasonable expectations of this standards-based evaluation system.

"Comparable Evaluations"- since seniority may not be the basis for school counselor retention or other employment decisions, except when deciding between counselors who have comparable evaluations, this refers to counselors within the categories of "Ineffective," "Developing," "Skilled," and "Accomplished."

Removal of Poorly Performing School Counselors

Removal of poorly performing school counselors will be in accordance with the nonrenewal and termination statutes of the Ohio Revised Code and/or the relevant provisions of the collective bargaining agreement in effect between the Board and the Switzerland of Ohio Education Association.

Nothing in this policy will be deemed to prevent the Board from exercising its rights to non-renew, terminate, or suspend a school counselor contract as provided by law and the terms of the collective bargaining agreement in effect between it and the Switzerland of Ohio Education Association. The evaluation system and procedures set forth in this policy shall not create an expectation of continued employment for employees on a limited contract that are evaluated under this policy. The Board reserves the right to non-renew a school counselor evaluated under this policy in accordance with R.C. 3319.11 notwithstanding the school counselor's final summative rating.

R.C. 3319.02, 3319.11, 3319.113, R.C. 3319.16

A.C. 3301-24-05

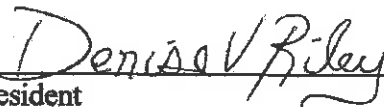
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ARTICLE 21 - DURATION OF CONTRACT

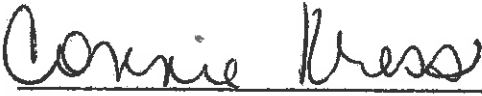
This contract and all provisions contained therein shall become effective September 1, 2017 and expire August 31, 2020.

IN WITNESS WHEREOF, this Contract was executed by the Switzerland of Ohio Local School District Board of Education and the Switzerland of Ohio Education Association, by their duly authorized representatives on July 11, 2017.

BOARD OF EDUCATION OF
SWITZERLAND OF OHIO LOCAL
SCHOOL DISTRICT:

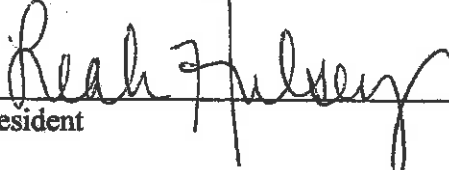


President



Treasurer

SWITZERLAND OF OHIO
EDUCATION ASSOCIATION:



President



Treasurer

EXHIBIT "A"
SWITZERLAND OF OHIO
LOCAL SCHOOL DISTRICT
Salary Schedule Index 9/1/17-08/31/20

TA Index 2017-2020

Step	BA –	BA	150.00	MA
0	0.903	1.000	1.044	1.076
1	0.945	1.047	1.099	1.139
2	0.987	1.094	1.154	1.202
3	1.029	1.141	1.209	1.265
4	1.071	1.188	1.264	1.328
5	1.113	1.235	1.319	1.391
6	1.155	1.282	1.374	1.454
7	1.197	1.329	1.429	1.517
8	1.239	1.376	1.484	1.580
9	1.244	1.423	1.539	1.643
10	1.249	1.470	1.594	1.706
11	1.254	1.517	1.649	1.769
12	1.259	1.564	1.704	1.832
13	1.264	1.569	1.759	1.895
14	1.269	1.574	1.764	1.958
15	1.305	1.579	1.769	1.963
20	1.341	1.619	1.816	2.016
25	1.377	1.659	1.863	2.069
30	1.382	1.699	1.910	2.122

EXHIBIT "B"

YEAR	2017-2018	Move 2% STRS Pickup to Salary (within 5%)		
5%	\$29,862.85			
Step	BA –	BA	150 hrs	MA
0	\$26,966.15	\$29,862.85	\$31,176.82	\$32,132.43
1	\$28,220.39	\$31,266.40	\$32,819.27	\$34,013.79
2	\$29,474.63	\$32,669.96	\$34,461.73	\$35,895.15
3	\$30,728.87	\$34,073.51	\$36,104.19	\$37,776.51
4	\$31,983.11	\$35,477.07	\$37,746.64	\$39,657.87
5	\$33,237.35	\$36,880.62	\$39,389.10	\$41,539.23
6	\$34,491.59	\$38,284.17	\$41,031.56	\$43,420.58
7	\$35,745.83	\$39,687.73	\$42,674.01	\$45,301.94
8	\$37,000.07	\$41,091.28	\$44,316.47	\$47,183.30
9	\$37,149.39	\$42,494.84	\$45,958.93	\$49,064.66
10	\$37,298.70	\$43,898.39	\$47,601.38	\$50,946.02
11	\$37,448.01	\$45,301.94	\$49,243.84	\$52,827.38
12	\$37,597.33	\$46,705.50	\$50,886.30	\$54,708.74
13	\$37,746.64	\$46,854.81	\$52,528.75	\$56,590.10
14	\$37,895.96	\$47,004.13	\$52,678.07	\$58,471.46
15	\$38,971.02	\$47,153.44	\$52,827.38	\$58,620.78
20	\$40,046.08	\$48,347.95	\$54,230.94	\$60,203.51
25	\$41,121.15	\$49,542.47	\$55,634.49	\$61,786.24
30	\$41,270.46	\$50,736.98	\$57,038.04	\$63,368.97

YEAR	2018-2019
3%	\$30,758.74

Step	BA –	BA	150 hrs	MA
0	\$27,775.14	\$30,758.74	\$32,112.12	\$33,096.40
1	\$29,067.01	\$32,204.40	\$33,803.85	\$35,034.20
2	\$30,358.87	\$33,650.06	\$35,495.58	\$36,972.00
3	\$31,650.74	\$35,095.72	\$37,187.31	\$38,909.80
4	\$32,942.61	\$36,541.38	\$38,879.04	\$40,847.60
5	\$34,234.47	\$37,987.04	\$40,570.77	\$42,785.40
6	\$35,526.34	\$39,432.70	\$42,262.50	\$44,723.20
7	\$36,818.21	\$40,878.36	\$43,954.23	\$46,661.00
8	\$38,110.07	\$42,324.02	\$45,645.96	\$48,598.80
9	\$38,263.87	\$43,769.68	\$47,337.69	\$50,536.60
10	\$38,417.66	\$45,215.34	\$49,029.43	\$52,474.40
11	\$38,571.45	\$46,661.00	\$50,721.16	\$54,412.20
12	\$38,725.25	\$48,106.66	\$52,412.89	\$56,350.00
13	\$38,879.04	\$48,260.46	\$54,104.62	\$58,287.80
14	\$39,032.84	\$48,414.25	\$54,258.41	\$60,225.61
15	\$40,140.15	\$48,568.04	\$54,412.20	\$60,379.40
20	\$41,247.46	\$49,798.39	\$55,857.86	\$62,009.61
25	\$42,354.78	\$51,028.74	\$57,303.53	\$63,639.82
30	\$42,508.57	\$52,259.09	\$58,749.19	\$65,270.04

YEAR	2019-2020
3%	\$31,681.50

Step	BA –	BA	150 hrs	MA
0	\$28,608.39	\$31,681.50	\$33,075.48	\$34,089.29
1	\$29,939.02	\$33,170.53	\$34,817.97	\$36,085.23
2	\$31,269.64	\$34,659.56	\$36,560.45	\$38,081.16
3	\$32,600.26	\$36,148.59	\$38,302.93	\$40,077.10
4	\$33,930.88	\$37,637.62	\$40,045.41	\$42,073.03
5	\$35,261.51	\$39,126.65	\$41,787.90	\$44,068.96
6	\$36,592.13	\$40,615.68	\$43,530.38	\$46,064.90
7	\$37,922.75	\$42,104.71	\$45,272.86	\$48,060.83
8	\$39,253.38	\$43,593.74	\$47,015.34	\$50,056.77
9	\$39,411.78	\$45,082.77	\$48,757.83	\$52,052.70
10	\$39,570.19	\$46,571.80	\$50,500.31	\$54,048.64
11	\$39,728.60	\$48,060.83	\$52,242.79	\$56,044.57
12	\$39,887.01	\$49,549.86	\$53,985.27	\$58,040.50
13	\$40,045.41	\$49,708.27	\$55,727.76	\$60,036.44
14	\$40,203.82	\$49,866.68	\$55,886.16	\$62,032.37
15	\$41,344.36	\$50,025.09	\$56,044.57	\$62,190.78
20	\$42,484.89	\$51,292.35	\$57,533.60	\$63,869.90
25	\$43,625.42	\$52,559.61	\$59,022.63	\$65,549.02
30	\$43,783.83	\$53,826.87	\$60,511.66	\$67,228.14

EXHIBIT "C"

SUPPLEMENTAL SALARY INDEX

Effective at the beginning of the 2018-2020 school years, the Board of Education shall implement the supplemental salary index here displayed. These percentages will remain constant in the future, but the monetary amounts will be increased in accordance with any change in the base salary. All supplementals listed here will be issued and paid accordingly.

2017-18	Base Salary =	\$29,862.85
2018-19	Base Salary =	\$30,758.74
2019-20	Base Salary =	\$31,681.50

	INDEX	17-18 SALARY	18-19 SALARY	19-20 SALARY
ATHLETIC DIRECTORS				
With 6 boy and 3 girl sports	15.0%	\$4,479.43	\$4,613.81	\$4,752.23
With less than 6 boy and 3 girl sports	13.0%	\$3,882.17	\$3,998.64	\$4,118.60
Jr. High Athletic Directors	7.0%	\$2,090.40	\$2,153.11	\$2,217.71
COACHING DUTIES				
FOOTBALL				
Head	15.0%	\$4,479.43	\$4,613.81	\$4,752.23
First Varsity Assistant	9.0%	\$2,687.66	\$2,768.29	\$2,851.34
Assistant	7.5%	\$2,239.71	\$2,306.91	\$2,376.11
Jr. High	6.5%	\$1,941.09	\$1,999.32	\$2,059.30
BASKETBALL				
Head	15.0%	\$4,479.43	\$4,613.81	\$4,752.23
First Varsity Assistant	9.0%	\$2,687.66	\$2,768.29	\$2,851.34
Freshman	6.5%	\$1,941.09	\$1,999.32	\$2,059.30
Jr. High	5.5%	\$1,642.46	\$1,691.73	\$1,742.48
WRESTLING				
Head	12.5%	\$3,732.86	\$3,844.84	\$3,960.19
First Varsity Assistant	6.5%	\$1,941.09	\$1,999.32	\$2,059.30
Jr. High	5.5%	\$1,642.46	\$1,691.73	\$1,742.48
BASEBALL/SOFTBALL				
Head Baseball	9.0%	\$2,687.66	\$2,768.29	\$2,851.34
Head Softball	9.0%	\$2,687.66	\$2,768.29	\$2,851.34

Assistant Baseball	5.0%	\$1,493.14	\$1,537.94	\$1,584.08	
Assistant Softball	5.0%	\$1,493.14	\$1,537.94	\$1,584.08	
TRACK					
Head	9.0%	\$2,687.66	\$2,768.29	\$2,851.34	
Assistant	5.0%	\$1,493.14	\$1,537.94	\$1,584.08	
GOLF	5.5%	\$1,642.46	\$1,691.73	\$1,742.48	
CROSS COUNTRY	5.5%	\$1,642.46	\$1,691.73	\$1,742.48	
VOLLEYBALL					
Head	9.0%	\$2,687.66	\$2,768.29	\$2,851.34	
Assistant	5.0%	\$1,493.14	\$1,537.94	\$1,584.08	
Jr. High	3.0%	\$895.89	\$922.76	\$950.45	
SOCCER	5.5%	\$1,642.46	\$1,691.73	\$1,742.48	
MUSIC DEPARTMENT					
Director of Instrumental (Grades 4-12) with Football	12.0%	\$3,583.54	\$3,691.05	\$3,801.78	
Director of Vocal Music (Grades 7-12)	6.0%	\$1,791.77	\$1,845.52	\$1,900.89	
Director of Vocal Music (Grades 9-12)	3.5%	\$1,045.20	\$1,076.56	\$1,108.85	
Director of Vocal Music (Grades K-8)	3.0%	\$895.89	\$922.76	\$950.45	
CHEERLEADER COACH					
High School	5.5%	\$1,642.46	\$1,691.73	\$1,742.48	
Jr. High	3.0%	\$895.89	\$922.76	\$950.45	
CCP INSTRUCTORS	1 Full Semester Course	1.0%	\$298.63	\$307.59	\$316.82
With 2 Courses	2 Full Semester Courses	2.0%	\$597.26	\$615.17	\$633.63
With 3 Courses	3 Full Semester Courses	3.0%	\$895.89	\$922.76	\$950.45
With 4 Courses	4 Full Semester Courses	4.0%	\$1,194.51	\$1,230.35	\$1,267.26