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# NEGOTIATIONS AGREEMENT

between the

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

and the

**SWITZERLAND OF OHIO
EDUCATION ASSOCIATION**

September 1, 2026 to August 31, 2029

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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 full time or half time certificated/licensed employees who are under contract with the Board as teachers of record to teach/work a full school year, including but not limited to school nurses and speech language pathologists hired by the Board, not provided by outside entities, excluding substitute teachers but not permanent substitutes, social workers, career tech contract employees who are not teachers of record, 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. For purposes of this article, the Exercise Science Teachers will be bargaining unit members while performing the duties as a teacher of record.

The Employer recognizes that the Union representation will include any newly created position that falls within the above definition of included employees.

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 the 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.

## 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 March 1 and June 1 of the year of 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. All deducted dues will be transmitted to the appropriate Association account within five (5) days after the deduction is made. Each

dues transmittal shall include a report including each bargaining unit members name and the amount that was deducted.

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

C. The Association may use the school mailboxes or school email for the purpose of placing letters or memoranda in those locations. The Association shall be allowed use of the interschool mail pick-up and delivery system.

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. All Call systems can be used with the approval of the principal to notify or remind bargaining unit members of the date, time, and location of an Association meeting. 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. Local building representatives or SOEA officers can meet during scheduled non-student contact time with prior notice to the Administrator as long as any such business does not interfere with the assigned duties of the employee, officer, or representative.

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 **to** the president of the Association and a copy will be 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. Notice of the new teacher orientation shall be given to the Association president by email when it is provided to the new teacher.

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. A copy of the negotiated agreement shall be provided to all bargaining unit members electronically. A Bargaining unit member may request a printed copy and the Board and the Association agree to split the cost of reproducing this contract between the parties to a maximum of four hundred (400) 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

All of the provisions of Section Q Right to Fair Share Fee of Article 5 of this Agreement, shall be suspended until such time as a court of competent jurisdiction or legislative body makes these provisions legal again.

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

Bargaining Unit Members shall utilize the district approved absence reporting system for the recording of all leaves found in Article 6 of the Master Agreement. If the system does not allow for the bargaining unit member to create or add the absence due to limitations of the system, then the bargaining unit member shall notify the building principal or school secretary as soon as possible.

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. The Principal should be immediately notified to call the police, parents, and

Superintendent. If the Principal is not available, a teacher may call the police and the Superintendent. Within three (3) calendar days after the occurrence, a teacher will report in writing to the school Principal and the Superintendent all pertinent details of the occurrence and a list of all those involved.

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, for a total of fifteen (15) days per year. Each new employee who does not transfer sick leave from another employer 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, step-parent, spouse, child, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, aunt, uncle, grandchild 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, step-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.

e. Should a bargaining unit member be required to be quarantined or sent home through a screening or order by the State/District/County due to exposure or potential exposure at a school facility or job-related school function, he/she will not be required to use sick days and will be paid per the salary schedule provided the bargaining unit member can still provide instruction. If unable to provide instruction, the teacher will need to utilize sick leave.

2. Examination Upon Return from Sick Leave

An employee absent because of personal illness for more than seven (7) workdays, 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 may result in a written reprimand and may be subject to further discipline.

3. Sick Leave Buy Back

After the last day of each grading period, an employee may, during a five (5) calendar day window, request to the Board to "buy back" up to two and a half (2.5) of the sick days the employee accumulated during that grading period. Teachers must have at least fifty (50) days on the first payroll in September 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. For the purposes of this article, any sick days used for bereavement as defined in Article 6 B.1.d shall not count as absences towards the sick leave buy back. The bargaining unit member shall record all bereavement dates used on the bottom of the buy back form. The building principal's signature on the buy back request form shall serve as verification of bereavement leave. 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 up to that point in the school year. | % Payout of Sick Days |
|---|---|
| 0 Days | 100% |
| 1 Day | 95% |
| 2 Days | 85% |
| 3 Days | 70% |
| 4 Days | 60% |
| 5 Days | 50% |
| 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 Article 13 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 or his/her designee on the SOEA Sick Leave Committee. 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.

In the event that schools are closed due to pandemic, calamity day, school closure or other reason, and education is also not being provided, any bargaining unit member who is currently on leave using donated sick leave days will not have any donated sick leave days deducted during the closure.

f. Additional limitations:

1. Donations from a bargaining unit member cannot exceed six (6) days per request;

2. Sick leave cannot be transferred if the bargaining unit member has applied for disability retirement;

3. The recipient bargaining unit member must exhaust all his/her own sick and personal leave days prior to being granted donated days;

4. The recipient bargaining unit member who is using donated sick leave will not earn additional sick leave while receiving the donated sick days;

5. 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;

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 sixty (60) 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 obligated to pay the premiums for these fringe benefits for those employees on leave, and the employee may, at his/her option, continue said benefits by paying their negotiated share according to Article 15 of the monthly premium 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. For personal leave in excess of two (2) consecutive days during the first five (5) student days or last five (5) student days of the school year, the bargaining unit member must have prior approval by the building principal or Superintendent.

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.

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

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 eligible 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 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 the employee share of the monthly premium cost each month according to Article 15 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.

For employees in the second through fourth years of employment, for the first two weeks of FMLA leave for childbirth, or adoption the board shall provide 2 weeks of paid leave. This shall count as part of 12 weeks of FMLA leave and shall begin upon the birth of the child or on the date of adoption. If both parents are bargaining unit members, parental leave cannot be taken concurrently.

## 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, through the 2027-2028 school year, any decision for nonrenewal must be based on just cause. Beginning with the 2028-2029 school year and thereafter, after three 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 Superintendent 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.

Notwithstanding the foregoing, the Superintendent may offer an initial two (2) year limited contract to a teacher that is new to the District, but held a continuing contract at the school district they were employed by immediately prior.

E. Change in Degree Status or Salary Classification

1. To qualify for movement on the salary schedule based on the attainment of a Masters degree, Masters +15, and/or Masters +30, the Masters degree or Masters semester hours must be in the staff member's area of licensure or in an area related to the teaching field and the Masters +15 and +30 hours must be earned after the conveyance of the Masters degree. Additionally, for purposes of placement and advancement on the salary schedule, and regardless of the granting institution, the granting institution must award one (1) semester credit hour for at least thirty (30) contact or clock hours, which can include direct, indirect, synchronous, and asynchronous. Partial credit hours will not be given for fewer than thirty (30) contact or clock hours.

   If salary advancement and reimbursement is sought, the bargaining unit member shall request prior approval from the superintendent to take courses at the chosen granting institution. Individual courses do not need to be pre-approved, only the granting institution as to ensure that institution's general policy is to award one (1) semester hour for at least thirty (30) contact or clock hours, as listed above. The superintendent does not have the right to limit courses, unless not related to the teaching field. If the institution is not approved, the superintendent will provide a letter, within ten (10) working days of the request.

   If denied, the bargaining unit has the right to appeal within ten (10) working days, providing they provide documentation from the granting institution's Office of Registrar that the institution's general policy is to grant one (1) semester hour for at least thirty (30) contact or clock hours.

   In addition, if the Ohio State Board of Education deems an institution unacceptable, it will be unacceptable for salary advancement as well. No bargaining unit member will be retroactively affected. Any bargaining unit members who are currently enrolled in coursework at an institution as of August 31, 2026 shall be allowed to finish their courses or degree program.

2. A teacher qualifying for a salary increase because of the completion of a degree or additional coursework must present to the District's treasurer, an official transcript of credits of work completed by October 1 in order to be placed on a higher salary schedule.

3. Career and Technical Education (CTE) shall be given the following salary classifications:

   a. Career and Technical Education (CTE) teachers without an associate's degree or a 4-year college degree or a Career-Technical License shall be placed on the Bachelor's Minus column of the teachers' salary schedule in Exhibit B of this Collective Bargaining Agreement.

b. CTE teachers with a Career-Technical License and with no degree shall be placed on the Bachelor's Degree column of the teachers' salary schedule in Exhibit B of this Collective Bargaining Agreement.

c. CTE teachers with an associate's degree and a Career-Technical License shall be placed on the Bachelor's Plus 150 column of the teacher's salary schedule in Exhibit B of this Collective Bargaining Agreement.

d. CTE teachers with a Bachelor's degree and a Career-Technical License shall be placed on the Master's Degree column of the teachers' salary schedule in Exhibit B of this Collective Bargaining Agreement.

e. No existing CTE bargaining unit member shall be retroactively moved to a lower step on the pay scale.

4. All bargaining unit members including school nurses, therapists and speech pathologists who are hired in the district may be awarded up to 10 years of verified work experience.

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 at a maximum amount of $70.00 per day for meals.

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 in that event, teachers shall not be required to report to their work assignment. District-wide remote teaching on calamity days may begin when the first building has exhausted the balance of extra hours.

G. 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 workstations 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 $100 per child per semester in grades K-6 or $100 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.

H. 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.

## I. 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.

Within the District curriculum framework and applicable state standards, bargaining unit members shall have the right to determine daily instructional methods to meet the needs of their students. Educators shall be free to pursue professionally appropriate instructional and enrichment activities to attain accomplished status on OTES.

J. 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 two (2) 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 two-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. Release time shall be provided to the mentor teacher and/or Resident Educator as mutually agreed upon with the building principal(s). A mentor teacher shall have no more than two (2) Resident Educators, unless waived by the Superintendent and Coordinator. Resident Educators that have been assigned to a mentor teacher prior to July 1, 2021 can stay with that mentor teacher until the completion of the RESA process. The Program Coordinator shall not have a Resident Educator unless this

restriction is waived by the Superintendent. The mentor teacher shall be provided two (2) days of release time for each Resident Educator. Release days shall be in full-day increments.

10. Compensation will be paid according to the amounts listed on Exhibit C, the supplemental salary index.

K. 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.

L. 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.

M. BCI/FBI Checks

The Board shall reimburse certified employees for the full amount charged by the Board for BCI/FBI checks once per five-year period for renewal of license.

N. Parent-Teacher Conferences,

The time counted as parent-teacher conferences according to the school calendar shall count as ½ (half) day for bargaining unit members. Any bargaining unit member not in attendance during this time shall be required to utilize ½ (half) day of leave.

O. Classroom Technology

Bargaining unit members shall not be required to install or use school software or apps on their own personal devices.

P. Distance Learning

Any bargaining unit member who is asked to teach distance learning shall be paid according to the amount listed on Exhibit C, the supplemental salary index. It is also stipulated that every bargaining unit member shall be given a right of refusal in regards to distance learning.

## ARTICLE 9 – WORK DAY AND WORK YEAR

A. Work Day

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. 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. 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 E. 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. Time between class periods shall not be counted towards preparation time.

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.

C. Event Attendance

Each teacher may attend up to two (2) two- hour events or one (1) four-hour event outside the regular teacher work day each year that are not part of the teacher's regular job duties. Such events may be selected from a list developed by the building principal, or designee, and may take place during the evenings or on weekends. This shall be in addition to conferences. In exchange for such attendance, the teacher will be dismissed up to four (4) hours early on the last teacher work day.

## 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. When an involuntary transfer or involuntary reassignment is necessary, the initial notification shall be made during a personal conference between the bargaining unit member and the building principal by the 1st of August. For the purposes of this article, a phone call shall be considered a personal conference. If multiple positions are being transferred or reassigned, a meeting shall be held within three (3) school days of the initial notification, at which time the teachers at the grade level or department will participate in discussing the transfer/reassignment with the principal. If an agreement cannot be reached on a volunteer transfer, the transfer or reassignment will be made on the basis of certification, education qualifications, and seniority. However, all factors being equal, the least senior qualified staff member shall be transferred. If agreement is not reached on transfer/reassignment, the Superintendent of Schools will make the transfer/reassignment.

   a. 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.

   b. No employee shall be transferred for arbitrary, capricious reasons, and involuntary transfer will not be used to harass or intimidate staff members.

2. After the initial conference, notification in writing stating the reason for the transfer or reassignment shall be made to the bargaining unit members being transferred or reassigned and the Association president within ten (10) days. If after the last day of school for students, all written communication must be mailed to the home address of all bargaining units being transferred and Association president.

3. Any bargaining unit member transferred or reassigned involuntarily shall receive a stipend of Three Hundred Dollars ($300.00). Any bargaining unit member who does not agree to the involuntary transfer or reassignment shall be allowed to resign without prejudice. The Superintendent or the Board of Education will not pursue any punitive discipline or license revocation actions against the individual.

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, COMPLAINTS, AND DISCIPLINE

A. 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.

B. 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 via conference within ten (10) work days after determining the complaint is worthy of further investigation. In the conference, the bargaining unit member shall be made aware of the name of the complainant (if known), date of complaint, and nature of the complaint, except in cases of report of child abuse or in cases involving potential violations of Title IX, 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. The bargaining unit member must be notified in writing five (5) days prior to such executive session.

C. Discipline

Discipline will be progressive in nature while taking into account the seriousness of the violation. The severity of the discipline imposed may reflect facts such as, but not limited to, a teacher's prior disciplinary record and the severity of the misconduct. Certain offenses are serious enough to warrant suspension and/or termination without regard to previous reprimands or discipline. No teacher shall be disciplined without just cause.

Guidelines for disciplinary action:

(i) verbal reprimand with oral directives
(ii) written reprimands with a conference with the supervisor.
(iii) suspension with a conference with the Superintendent and written reason for the suspension.
(iv) termination

Termination shall be exclusively governed by the Ohio Revised Code Section 3319.16 and 3319.161.

Directives and other similar communications with a teacher shall not constitute formal discipline.

## 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. However, an employee will be removed from the recall list before the end of two (2) years if they are employed in a different school district as a full-time teacher or administrator.

## ARTICLE 13 - COMMITTEES

A. Labor Relations Committee

To foster a collaborative relationship and ensure the effective administration of this Agreement, the District and the Union hereby establish a Labor Relations Committee (LRC). The governing language for these meetings shall be as follows:

The primary purpose of the LRC is to maintain open lines of communication, discuss the status of grievances, and address general contractual issues or concerns arising from the implementation of this Agreement. While the committee may discuss the merits of

grievances, these meetings shall not replace or bypass the formal grievance procedure steps unless both parties mutually agree in writing to a specific resolution during the session.

The Labor Relation Committee shall be composed of the Superintendent or designee and one additional administrative member along with the Association President or designee and one bargaining unit member. Additional representatives for either side may attend by mutual agreement between the Superintendent and Association President.

The Committee shall meet once per semester. The specific date, time and location of the meeting shall be decided at the beginning of each semester by the Superintendent and Association President.

Members of the Committee shall receive up to a half ½ day of release time for the committee meetings and any meeting held outside the contractual work day shall be paid at the tutoring rate found in Article 16, section H of the master bargaining agreement. Meetings held during the summer months shall not be considered held outside of the contracted work day.

B. 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.

C. 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.

D. Evaluation Committee

The Association and Board agree to establish a standing joint Evaluation Committee. This committee will establish the policies, procedures, and processes, including the evaluation instrument and determination of HQSD, for the evaluation of teachers in the District and to regularly review the effectiveness of the aforementioned items.

1. Committee Composition

a. The committee shall be comprised of three (3) Association members appointed by the Association President and three (3) members appointed by the Superintendent/designee. 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 serve staggered terms of not more than four (4) years.

c. Committee members shall be representative of elementary, middle school, secondary, and specialty areas (i.e., music, art, special education) and programs (i.e. career tech) within the District.

d. After the Association member's term, or removal therefrom, the Association President shall appoint a successor.

2. Committee Operation

a. Members of the committee shall receive training in all aspects of OTES, the standards for the teaching profession, HQSD, and teacher of record prior to service on the committee. The cost, if any, shall be borne by the Board of Education.

b. The committee shall be chaired jointly by a committee member from the Association and a committee member appointed by the Superintendent/designee.

c. The committee shall establish, by mutual agreement, a meeting calendar, tasks for the committee to complete, and timelines for the completion of specific tasks. The calendar of committee meetings shall be published internally to all bargaining unit members.

d. The committee agenda shall be developed jointly by the co-chairpersons of the committee.

e. All decisions of the committee shall be achieved by consensus.

f. At each initial committee meeting, the committees shall develop the ground rules by which the committee shall operate.

g. At each meeting, the committees shall select an individual to act as the official scribe for that meeting. All notes and official minutes, if any, shall be stored and available to members of the committee, Association President, and District Superintendent electronically within five (5) days following each meeting of the committee.

h. Members of the committee shall receive release time for committee work and training during the contractual work day or any committee work or training and committee meetings held outside of the contractual work day shall be paid at twenty-five dollars per hour.

i. The committee may establish sub-committees to assist with their work.

j. Sub-committees shall be jointly appointed by the Superintendent/designee and the Association President.

k. The committee shall be authorized to utilize a consultant(s) (e.g., educational consultants, software consultants, credentialing trainers, etc.) as it deems appropriate. The cost, if any, shall be borne by the Board of Education.

3. Committee Authority

a. The committee shall be responsible for jointly developing, reviewing, and recommending the policy, procedures, and processes, 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 permissible by law of the teacher evaluation procedure and these negotiations shall 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. If either party wishes to consider any change, deletion, or addition to the evaluation procedure or process, including the evaluation instruments, during the term of this agreement, it shall discuss the matter with the committee. If the discussion results in a recommendation by the committee to change or revise the evaluation procedure

or process, including the evaluation instrument then said recommendation shall be subject to ratification by both parties.

4. Secretarial Support

The District shall provide secretarial support and assistance to the committee. Responsibilities shall include note taking, copying, committee meeting notifications, communications, distribution of materials, and other duties as needed.

E. Insurance Committee

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.

F. 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. Each appointment, if renewed, shall be for three (3) years as long as the member attends 75% of the monthly meetings each year of the term. 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 according to the amount listed in Exhibit C, the supplemental salary index. 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 (IPDPs) of all district employees with a professional teaching license.

   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.

G. Sick Leave Donation Committee

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.

## ARTICLE 14 – TEACHER EVALUATION

### I. SCOPE AND PURPOSE

**DEFINITIONS**

A. Credentialed Third Party Evaluator (CTPE): A person who is employed by an entity other than the Board of Education and is contracted by the Board to conduct evaluations, who holds a license designated for being a Superintendent, Assistant Superintendent, Principal, Vocational Director, or Administrative Specialist in any educational area issued under Ohio Rev. Code § 3319.22, and is properly credentialed to be an evaluator.

B. Evaluation Cycle: The period from the establishment of a professional growth or improvement plan through the issuance of an evaluation rating, in the year in which an evaluation rating is required by this contract or Ohio Rev. Code.

C. Evaluation Factors: The walkthrough(s), observation(s), and other components required by Ohio Rev. Code to be used in the teacher evaluation procedure

D. Evaluation Framework: The document created and approved by the ODE that establishes the Standards-Based evaluation of teachers in accordance with Ohio Rev. Code § 3319.111(A).

E. Evaluation Instruments: The forms used by the teacher's evaluator, and recommended by the Ohio Department of Education for the Ohio Standards for the Teaching Profession.

F. Evaluation Procedure: The procedural requirements set forth in this agreement which conform with and provide specificity to the statutory obligations established by Ohio Rev. Code § 3319.111 and § 3319.112.

G. Evaluation Rating: The final summative evaluation level that is assigned to a teacher based on the holistic review of all Evaluation Factors, observed during the Evaluation Cycle. The rating shall be "accomplished", "skilled", "developing", or "ineffective". The final rating shall not be weighted in such a way that one (1) domain or component of the evaluation system has a higher importance than another, except that any area marked N/A shall not negatively impact the evaluation rating.

H. Evidence: Information collected by the evaluator and/or information provided to the credentialed evaluator by the teacher, to support and inform the accurate reflection of the Evaluation Factors. Examples include, but are not limited to, student information affecting educational progress, student interest or learning style surveys, newsletters, classroom rules, lesson plans, student portfolios, summative assessments, and student work samples.

I. High Quality Student Data (HQSD): Quantitative information, derived from instrument(s) rigorously reviewed and approved by locally determined education experts, which provides evidence of student learning that can be directly attributed to the teacher being evaluated.

J. Improvement Plan: A detailed, written plan developed by the evaluator, utilized solely when a teacher receives an Evaluation Rating of ineffective.

K. Ohio Evaluation System (OhioES): The electronic system used by the District to report aggregate, summative teacher evaluation ratings to the Ohio Department of Education (ODE).

L. Ohio Teacher Evaluation System (OTES): The teacher evaluation system required by Ohio Rev. Code § 3319.111 and § 3319.112.

M. Poorly Performing Teacher: A teacher who receives an evaluation rating of ineffective for a period of no less than two (2) out of the last three (3) years under OTES 2.0.

N. Professional Growth Plan: A written plan, self-directed or jointly developed between the teacher and evaluator, designed for the sole purpose of continuing teacher growth focused on areas identified in the teacher's observations and/or evaluation.

O. Teacher of Record: A teacher who is:

- Responsible for assigning the grade to the student or is responsible for the daily instruction of a specific student; and,
- Required to have the proper certification and/or licensure to teach the subject/grade level for which he/she has been designated "teacher(s) of record"; and,
- Responsible for at least fifty percent (50%) of a student's scheduled and attended instructional time within a given subject or course.

P. Teacher Performance: The assessment of a teacher, during the evaluation cycle, which is based upon the educator professional standards.

**PURPOSE**

The purpose of teacher evaluation is to use fair, objective, and reasonable practices to:

1. Advance the professional learning and practice of teachers individually and collectively in the school District.

2. Inform instruction.

3. Assist teachers and administrators in identifying, implementing, and supporting best educational best practices that will provide the greatest opportunity for student learning and growth.

**APPLICATION**

A. The teacher evaluation procedure contained in this agreement applies to the following employees of the District:

1. Teachers working under a license issued under Ohio Rev. Code § 3319.22, § 3319.26, § 3319.222, or § 3319.226 and who spend at least fifty percent (50%) of their time providing student instruction.

2. Teachers working under a professional or permanent certificate issued under section Ohio Rev. Code § 3319.222, as it existed prior to September 2003, and who spend at least fifty percent (50%) of their time providing student instruction.

B. The District shall not conduct an evaluation for any teacher who:

1. Was on leave for fifty percent (50%) or more of the school year;

2. Submitted notice of retirement, and such notice has been acted upon by the Board of Education, on or before December 1 of the school year in which they plan to retire;

3. Is a substitute teacher.

## II. EVALUATORS

### QUALIFICATIONS AND ASSIGNMENT

A. Each evaluator shall be an employee of the Switzerland of Ohio Local School District, employed under contract pursuant to sections 3319.01 or 3319.02 of R.C., must hold at least one (1) administrator certificate/license under section 3319.22 of R.C. and shall be credentialed at the time of any walkthrough, observation, or evaluation.

B. A teacher's evaluator shall be assigned, and the teacher shall be notified of the assignment, no later than September 30, or in the case of a new teacher, within thirty (30) days of the first day employed.

C. Evaluator assignments shall be made pursuant to the following requirements:

1. For those teachers with an evaluation rating of accomplished, skilled, developing, or ineffective on their most recent evaluation, the evaluator shall be the teacher's immediate administrator.

2. In the event a teacher performs work under more than one (1) administrator, only one (1) administrator shall be designated as the evaluating administrator.

3. Upon request of the teacher, the teacher shall be assigned a new evaluator if documentation shows the evaluator has discriminated against the teacher, made false claims against the teacher, or the evaluator received an ineffective rating on his/her most recent evaluation.

D. In assessing a teacher's performance, evaluators shall not make judgments, or otherwise discriminate, based on a teacher's age, length of service, gender, gender identity, gender expression, race, ethnicity, national origin, religion, sexual orientation, marital status, military status, disability, union membership, or union activism.

## III. ORIENTATION AND PROFESSIONAL DEVELOPMENT

### PROFESSIONAL DEVELOPMENT

A. The Board shall meet the requirements of Ohio Rev. Code § 3319.112(A)(8)(9) to provide professional development and sufficient financial resources to support the professional learning required by this agreement. All professional development will align with the Ohio Professional Development Standards.

B. No later than September 30 of each year, the Board shall provide training on the components of the teacher evaluation procedure, including the calibration of evaluation ratings, the evaluation Standards for Ohio Educators, rubrics, tools, processes, methodology, and the use of High Quality Student Data (HQSD).

C. Evaluators

1. Before beginning the evaluation process for any bargaining unit member, the assigned evaluator shall be required to have successfully completed the state-mandated evaluator credentialing or re-credentialing training and have passed said assessment.

2. The evaluators shall be given written instructions on the purpose, mechanics, and dimensions of the evaluation procedures.

3. Written instructions for evaluators shall be supplemented by specific group evaluation instrument training to familiarize evaluators with the process and instrument to assess teacher performance.

4. Updates to written instructions and group professional development shall occur on an annual basis.

D. Teachers

1. Each teacher shall be given written instructions on the purpose, mechanics, and dimensions of the evaluation procedure, including the teaching standards and rubrics on which the evaluation is based.

2. Written instructions shall be supplemented by specific group evaluation instrument training to familiarize teachers on how the evaluation instrument is designed and will be utilized.

3. Written instructions and group evaluation instrument training shall be presented to the teachers not later than September 30, or in the case of a new teacher, not later than thirty (30) days after initial employment with the District.

E. Joint Training on Evaluation Instrument

Before the beginning of each evaluation cycle, the Board shall provide joint training for administrators and teachers which ensures functional awareness and understanding of all standards and rubrics, processes, forms, and tools used in the evaluation procedure.

## IV. EVALUATION STRUCTURE AND PROCEDURES

### SCHEDULE OF EVALUATION

A. No teacher shall be subject to more than one (1) Evaluation Cycle per school year.

B. The evaluation cycle shall be completed no later than May 1 and the teacher shall receive the final written report of the cycle, including the assigned evaluation rating, not later than May 10.

## CRITERIA FOR PERFORMANCE ASSESSMENT

A. A teacher's performance shall be based on the Ohio Standards for the Teaching Profession (or aligned standards) and rubrics for teaching and the criteria set forth in the evaluation instrument.

B. Teacher performance shall be based on the evidence provided by the teacher and on the formal observations and walkthroughs by the teacher's assigned evaluator.

C. A teacher may provide evidence to the credentialed evaluator to support and inform an accurate reflection of the Evaluation Factors being evaluated. Examples include, but are not limited to, student information affecting educational progress, student interest or learning style surveys, newsletters, classroom rules, lesson plans, portfolios, summative assessments, professional education organization work, education awards, and student work samples. All evidence mutually deemed relevant will be considered in the evaluator's assessment of the teacher.

D. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.

E. No misleading, inaccurate, untimely, undocumented, or unsubstantiated information may become part of a teacher's performance assessment. All results and conclusions of performance assessments shall be documented and supported by evidence collected by the evaluator.

F. In implementing performance assessments, the District shall conduct all assessments so as to observe the legal and constitutional rights of teachers; and no teacher performance information shall be collected by video or audio devices without the express, written consent of the teacher being evaluated.

G. The District will not use video/audio evidence submitted to the ODE by the Resident Educator as evidence to assess teaching performance.

H. No teacher shall be required to complete a self-assessment (e.g. OTES Self-Assessment Form).

## OBSERVATIONS

A. Schedule of Observations

1. The Board shall perform two (2) formal observations (1 holistic and 1 focused) in a year in which the teacher is on an evaluation cycle. Each formal observation shall last a

minimum of thirty (30) continuous minutes. There shall be at least three (3) weeks between formal observations. The first formal observation shall be completed no later than December 1st. The second formal observation shall be completed no later than April 15th.

2. The Board shall perform a minimum of three (3) 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 under Ohio Rev. Code § 3319.11. The observation schedule shall comply with (1) above and the third formal observation shall occur at least fifteen (15) working days following the second post-observation conference. The third formal observation shall be completed no later than April 15th.

3. One (1) formal observation shall occur in a year in which a teacher is not on an evaluation cycle.

4. Teachers shall not receive a formal observation on a day before or after the following: the administration of standardized testing, a holiday, any school break of more than two (2) consecutive calendar days, or any leave of absence of more than three (3) days.

5. A teacher may request a formal observation at any time in addition to those required by this procedure.

6. All formal observations shall be announced.

B. Observation Conferences

1. A pre-observation conference shall occur between the evaluator and the teacher not less than three (3) working days prior to each formal observation. At the pre-observation conference, the teacher shall provide evidence for the work situation to be observed on the pre-observation form.

2. A post-observation conference shall be held after each formal observation. The post-observation conference shall take place not more than 5 working days following the formal observation. Teachers shall be given the opportunity to provide evidence, which must be utilized to inform the evaluator's rating in all areas of the observation and shall include a discussion of the progress being made on the teacher's professional growth or improvement plan.

3. The evaluator shall provide the teacher with copies of all written documentation including but not limited to notes, scripts, artifacts, and evidence collected during formal observations and walkthroughs.

**WALKTHROUGHS**

A. A walkthrough is a formative assessment process that focuses on one (1), but not more than two (2), of the following components which results in brief written note(s) or a summary:

1. Evidence of planning;
2. Lesson delivery;
3. Differentiation;
4. Resources;
5. Classroom environment;
6. Student engagement;
7. Assessment;
8. Any other component of the Ohio Standards for the Teaching Profession and rubrics approved for teacher evaluation.

B. For half of the walkthroughs, the teacher shall receive electronic or written notification that identifies the focus, date, and time of the walkthrough at least two (2) working days prior to each walkthrough. If the teacher is on Board-approved leave during the time the evaluator sends the notification, the walkthrough shall be rescheduled.

C. The walkthrough shall be at least three (3) consecutive minutes, but not more than ten (10) consecutive minutes in duration.

D. The teacher shall be provided a copy of the walkthrough form, including all scripted and anecdotal documents relative to the walkthrough, no later than two (2) work days following the walkthrough.

E. At the request of the teacher, a formal debriefing shall occur no later than two (2) work days after the walkthrough to discuss observations of the evaluator.

F. No more than four (4) walkthroughs shall be conducted in each evaluation cycle.

G. Walkthroughs shall not disrupt the learning environment in the classroom.

H. Teachers may request a walkthrough at any time.

**HIGH QUALITY STUDENT DATA (HQSD)**

A. Each evaluation shall contain two (2) measures of high quality student data (HQSD). When applicable to the grade level or subject area taught by the teacher being evaluated, HQSD shall include the value-added progress dimension as one (1) source of HQSD.

B. When utilizing vendor assessments to construct HQSD, all related teaching, student, and other educational materials shall be purchased, and all affected staff shall be trained on utilization of the assessment program.

1. The Evaluation Committee shall provide a recommendation to the Superintendent and Association President on the use of a proposed vendor assessment prior to submission to the Board of Education. The committee may ask for the vendor to make a presentation to the committee.

2. All new vendor assessments must be on the Ohio Department of Education approved list and selected by the local Evaluation Committee prior to being used as a source of HQSD, subject to the following;

    a. All teachers and credentialed evaluators will be trained on the vendor assessment at the beginning of the implementation of the assessment.

    b. The Evaluation Committee shall be provided release time to train, meet, and reflect on the vendor assessments and assessment literacy training.

    c. An assessment by the Evaluation Committee shall occur in May of each school year.

    d. The committee shall provide a recommendation whether to implement the vendor assessment as HQSD to the Superintendent and Association President by June 1.

C. HQSD shall be used as evidence in any component of the teacher's evaluation related to the following:

    a. Knowledge of the students to whom the teacher provides instruction;

    b. The teacher's use of differentiated instruction practices;

    c. Assessment of student learning;

    d. The use of assessment data;

    e. Professional responsibility and growth.

D. A teacher's evaluation shall not be solely impacted by student performance on a test or tests.

E. HQSD shall not be aggregated to provide "shared attribution" among teachers in a District, building, grade, content area, or other group.

**PROFESSIONAL GROWTH AND IMPROVEMENT PLANS**

A. Professional growth and improvement plans shall be developed as follows:

1. Teachers whose evaluation rating is Accomplished shall develop a self-directed plan for continuing professional growth.

2. Teachers whose evaluation rating is Skilled shall develop a professional growth plan collaboratively with his/her credentialed evaluator.

3. Teachers whose evaluation rating is Developing shall develop a professional growth plan with their assigned evaluator, pursuant to the terms of this agreement.

4. Teachers whose evaluation rating is Ineffective shall have a professional improvement plan developed by their assigned evaluator, pursuant to the terms of this agreement.

5. If a teacher and evaluator are unable to agree on the evaluator's expectations for the improvement plan, the teacher may request an academic coach or another mutually-agreed upon teacher of the District to facilitate further discussion between the teacher and the evaluator toward development of the improvement plan.

B. The Board shall provide professional development, mentoring/coaching, the allocation of financial resources to accelerate teacher growth and improvement; and support to poorly performing teachers.

C. The improvement plan shall include:

1. Specific, measurable instructional practices to be observed;

2. Specific, evidence-based resources, and assistance to be provided;

3. Clearly articulated timelines for the completion of the plan; and

4. Monetary, time, material, and human resources sufficient to realize the expectations set forth in the plan.

D. Professional growth and improvement plans must be aligned to the teacher's evaluation and, include one (1) component of the District's or Building level improvement plan required under the "Elementary and Secondary Education Act on 1965", as amended

E. No Improvement Plan or Professional Growth Plan will have more than three (3) achievable goals per Evaluation Cycle.

**ACADEMIC COACH FOR TEACHERS ON AN IMPROVEMENT PLAN**

A. The District shall provide teachers on an improvement plan with an Academic Coach trained mentor teacher who is not the assigned credentialed evaluator. This does not apply to teachers who are in the resident educator program.

B. Role of the Academic Coach

1. The Academic Coach shall possess a minimum of five (5) years of teaching experience
   a. The Academic Coach shall not have a formal evaluation role. The mentor's role is to support the growth of the teacher through formative tools and practices.

   b. The Academic Coach shall hold a valid teaching certificate/license and shall be assigned to teachers with the same area of certification/license, if possible.

c. The Academic Coach shall have extensive knowledge of a variety of classroom management and instructional techniques.

d. The Academic Coach shall have demonstrated the ability to work cooperatively and effectively with the professional staff members.

2. Release Time/Compensation

a. Each Academic Coach shall receive an hourly rate of twenty-five (25.00) dollars per hour with a maximum of 40 hours, unless prior approval of the Superintendent to go beyond this limit, for each mentee. This shall be paid on a monthly basis. The form will be given to the building administrator to submit to the treasurer's office.

3. Protections

a. Other than a notation that a teacher provided additional service as an Academic Coach, the teacher's activities as an Academic Coach shall not be part of his/her evaluation.

b. An Academic Coach shall not be requested or directed to make any recommendation regarding the continued employment of the teacher.

c. No Academic Coach shall be requested or directed to divulge information from the written documentation or confidential mentor/mentee discussions.

d. All interaction between the Academic Coach and the teacher shall be regarded as confidential. Any violation of this tenet by the Academic Coach shall constitute grounds for immediate removal from the role as an Academic Coach and no information provided by the Academic Coach shall be used in the evaluation of the teacher.

e. At any time, the Academic Coach or the teacher may exercise the option to have a new Academic Coach assigned to the teacher. No specifics shall be given as basis for the exercise of this option and said change shall occur without prejudice or judgment to either the Academic Coach or the teacher. This option may be exercised one (1) time by the mentor teacher or the teacher.

f. No data collected through the Academic Coach Program shall be used in the teacher performance evaluation rating or for high-stake employment decisions

g. If there are no volunteers from the bargaining unit who express interest for the position of Academic Coach, the Superintendent shall assign a qualified individual outside of the bargaining unit.

**FINALIZATION OF EVALUATION**

A. Written Report

Before the evaluation cycle is final, and not later than May 10, a copy of the evaluation report shall be given to the teacher and a conference shall be held between the teacher and the evaluator.

The teacher shall have the right to make a written response and to have it attached prior to it being placed in the teacher's personnel file. A copy, signed by both parties, shall be provided to the teacher.

B. Completion of Evaluation Cycle

1. The summative evaluation rating shall be based upon a preponderance of the evidence, collected during the school year, assessed in a holistic manner that is aligned to the Standards for the Teaching Profession.

2. The evaluation shall acknowledge, through the gathered evidence, the performance strengths of the teacher evaluated as well as performance deficiencies, if any.

3. The evaluator shall note evidence of all information used to support the conclusions reached in the formal evaluation report.

4. The evaluation report shall be signed by the evaluator and the teacher to verify notification to the teacher that the evaluation shall be placed on file. The teacher's signature shall not be construed as evidence that the teacher agrees with the contents of the evaluation report. Electronic signatures (e.g. a 'PIN') may be used.

5. The evaluation report shall be completed, signed by both parties, and filed with the Superintendent no later than May 10.

6. A copy of all teachers receiving an ineffective rating will be provided to the SOEA President by May 15.

7. Any teacher who receives an evaluation rating of "skilled" shall not be subject to another evaluation cycle until the second school year following the rating unless it is determined, in writing and through a preponderance of the evidence available to the evaluator, that the teacher is not making progress on their professional growth plan.

8. Any teacher who receives an evaluation rating of "accomplished" shall not be subject to another evaluation cycle until the third school year following the rating, unless it is determined, in writing and through a preponderance of the evidence available to the evaluator, that the teacher is not making progress on their professional growth plan.

9. The Superintendent shall annually file a report to the ODE including only the following information:

a. the number of teachers for whom an evaluation was conducted;
b. the number of teachers assigned each rating (Accomplished, Skilled, Developing or Ineffective) aggregated by the institution where they received their teaching degree and the year in which they graduated.

All other information and documents obtained through the evaluation process shall be stored and maintained by the District.

10. Upon request, teachers shall be given copies of all information and documents obtained through the evaluation process.

C. Ohio Evaluation System (OhioES)

The use of OhioES or any other teacher evaluation electronic reporting and/or storage system shall be done in such a way as to comply with B. (8) above and with the assurance that the name of, or any other personally identifiable information, is not transmitted outside of the District.

**DUE PROCESS**

A. Teachers who disagree with and provide evidence that identifies errors with data sources, data collection or calculation, that results in a lower than expected performance rating and / or summative evaluation may be permitted to request a different credentialed evaluator. Such requests shall be documented and may be approved by the District.

B. A teacher shall be entitled to Association representation at any conference held during this procedure within 10 days.

## ARTICLE 15 – INSURANCE

The Board of Education shall continue to provide the following insurance benefits through August 31, 2017 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, 2017. 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. 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.

G. 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.

H. 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 5.0% increase to the base salary effective September 1, 2026.

The Board proposes a 4.0% increase to the base salary effective September 1, 2027.

The Board proposes a 2.0% increase to the base salary effective September 1, 2028.

C. **Online Classes**

Teachers working in the building of a student taking an online 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 online program. If no teacher within that building is interested, then it will be seniority bid to the rest of the district. Online positions shall not be required

to be posted as described in Article 10 Bidding and Posting procedures and shall be posted through use of the school email. Online postings shall allow for 2 school days for bargaining members to respond via email to the posting. A teacher shall be paid according to the Exhibit C the supplemental salary index per student per semester on the first payroll following that semester.

D. 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.

E. Supplemental Salaries

Each high school shall receive nine thousand dollars ($9,000) and each elementary building shall be allocated $7,000.00 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. The amounts set forth above may not be used to pay non-bargaining unit members. All funds provided for supplementals will be used each calendar year and each building principal shall be responsible for the distribution of said funds.

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.

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.

For a bargaining unit member to receive compensation for a supplemental position pursuant to Article 16, Section E, and reflected in Exhibit C 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 Exhibit C 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.

F. 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 3307-6-01. 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 one time lump sum at the end of the school year and completion of the I-27 payment request by the employee.

G. 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, up to a maximum of One Hundred and Eighty ($180) for covering classes for the entire day.

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. Notwithstanding the previous sentence, if Intervention Specialist and Title I teachers cover any other periods outside of their planning periods, they shall be compensated at the above rate.

3. The instructor covers during his/her planning period.

H. Adult Education and Tutoring

The Board of Education will pay thirty-five dollars ($35.00) per hour for those members of the bargaining unit employed by the Board in the Adult Education or Tutoring programs and summer school instructors.

I. 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 (½) of his/her accumulated but unused sick leave. The teacher must notify the Board in writing by February 15 of the school year in which the teacher retires and completes the school year. 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 February 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 during the 2025-2026 school year shall have until February 15, 2027 to exercise the option of retiring and receiving super severance.

J. 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.

K. 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.

L. 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 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.

M. Tuition Reimbursement

The Board of Education will pay Two Hundred Dollars ($200.00) per course with a maximum payout per member of Six Hundred Dollars ($600.00) a year for graduate credit achieved towards the teacher's area of certification or Master's plus. The Board will establish a tuition reimbursement fund of Twenty Five Thousand Dollars ($25,000.00) each school year. Where graduate work to be taken is outside the teacher's field of certification, he/she shall first secure written approval of the Superintendent. To be eligible for this reimbursement benefit:

1. Teachers must not be reimbursed by another agency and be eligible to receive this stipend.

2. Upon registration the teacher must notify the Treasurer's office that they are registered and will be seeking tuition reimbursement.

3. The funds will be applied toward graduate courses completed during the year (July 1 – June 30) and paid on the first regular pay period of September.

4. Teachers must return as employees of the Switzerland of Ohio Local School District for one hundred eighty-one (181) days of service following completion of the course.

5. Once the Twenty Five Thousand Dollar ($25,000.00) limit is reached, the Treasurer's office will not accept any further requests for reimbursement. Therefore, reimbursement requests will be processed in the order in which they are received.

Undergraduate coursework and CEUs may be eligible for reimbursement under this provision. In order for such eligibility, the undergraduate work and CEUs must be required to maintain or upgrade a current certificate or meet a curricular need as determined by the Superintendent. Written prior approval of these undergraduate courses from the Superintendent is required for reimbursement. All other requirements of the Article shall apply.

Any participant seeking payment must submit a copy of a transcript showing the number of hours earned with a fee receipt attached.

N. Alternative School (SOAP) Compensation

The Board of Education will pay seventy dollars ($70.00) per course per week for each assigned student who attends SOAP. The Administration retains the right to place a student online in lieu of SOAP or to remove a student from SOAP and place the student online at any time.

O. Nursing Compensation

An individual holding a Registered Nurse (R.N.) license and employed as a nurse for the district shall receive an annual stipend in the amount of five hundred dollars ($500) at the completion of the school year.

P. Ratification Bonus

One Thousand dollar ($1,000) ratification bonus will be paid to each bargaining unit member if the contract is ratified on or before Friday August 7, 2026. If the contract is not ratified on or before Friday August 7, 2026, the ratification bonus will not be paid.

## 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 – 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 Oho 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 Procedure

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 of 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
H.B. 64

## ARTICLE 20 – SEVERABILITY

This Collective Bargaining Agreement supersedes and prevails over all statutes of the State of Ohio, except as specifically set forth in Section O.R.C. 4117.10(a).

Should the State Employment Relations Board or any court of competent jurisdiction determine, after all appeals or times for appeal have been exhausted, that any provision herein is unlawful, such provision or portion thereof shall be automatically terminated, but all other provisions of the Contract shall remain in full force and effect.

## ARTICLE 21 – DURATION OF CONTRACT

This contract and all provisions contained therein shall become effective September 1, 2026 and expire August 31, 2029.

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 September 4, 2026.

BOARD OF EDUCATION OF
SWITZERLAND OF OHIO LOCAL
SCHOOL DISTRICT:

Jeremy Beardmore, Superintendent

SWITZERLAND OF OHIO
EDUCATION ASSOCIATION:

Neil Ritchie, President

Board's Bargaining Team:

Jeremy Beardmore, Superintendent
Connie Kress, Treasurer
Phil Ackerman, Bargaining Team Member
Mark Romick, Bargaining Team Member
Jennifer Bohach, Bargaining Team Member
Ed Triffonoff, Bargaining Team Member
Josh Ischy, Bargaining Team Member
Derek Haggerty, Board Counsel

Association's Bargaining Team:

Michael Kelley, Chief Bargainer
Neil Ritchie, President
John Ischy, Vice-President
Heather Jorris, Treasurer
Leah Hulsey, Past President
Sheila Thomas, Building Rep.
Anthony Eden, Building Rep
Jonathan Knapp, Labor Relations Consultant

**EXHIBIT "A"**
**SWITZERLAND OF OHIO**
**LOCAL SCHOOL DISTRICT**
**Salary Schedule Index 9/1/26-08/31/29**

| Step | BA – | BA | 150 | MA | MA+15 | MA+30 |
|---|---|---|---|---|---|---|
| 0 | 0.903 | 1.000 | 1.044 | 1.076 | 1.100 | 1.117 |
| 1 | 0.945 | 1.047 | 1.099 | 1.139 | 1.171 | 1.196 |
| 2 | 0.987 | 1.094 | 1.154 | 1.202 | 1.242 | 1.275 |
| 3 | 1.029 | 1.141 | 1.209 | 1.265 | 1.313 | 1.354 |
| 4 | 1.071 | 1.188 | 1.264 | 1.328 | 1.384 | 1.433 |
| 5 | 1.113 | 1.235 | 1.319 | 1.391 | 1.455 | 1.512 |
| 6 | 1.155 | 1.282 | 1.374 | 1.454 | 1.526 | 1.591 |
| 7 | 1.197 | 1.329 | 1.429 | 1.517 | 1.597 | 1.670 |
| 8 | 1.239 | 1.376 | 1.484 | 1.580 | 1.668 | 1.749 |
| 9 | 1.244 | 1.423 | 1.539 | 1.643 | 1.739 | 1.828 |
| 10 | 1.249 | 1.470 | 1.594 | 1.706 | 1.810 | 1.907 |
| 11 | 1.254 | 1.517 | 1.649 | 1.769 | 1.881 | 1.986 |
| 12 | 1.259 | 1.564 | 1.704 | 1.832 | 1.952 | 2.065 |
| 13 | 1.264 | 1.569 | 1.759 | 1.895 | 2.023 | 2.144 |
| 14 | 1.269 | 1.574 | 1.764 | 1.958 | 2.094 | 2.223 |
| 15 | 1.305 | 1.579 | 1.769 | 1.963 | 2.099 | 2.228 |
| 20 | 1.341 | 1.619 | 1.816 | 2.016 | 2.159 | 2.295 |
| 25 | 1.377 | 1.659 | 1.863 | 2.069 | 2.219 | 2.362 |
| 30 | 1.382 | 1.699 | 1.910 | 2.122 | 2.279 | 2.429 |

**EXHIBIT "B"**
**SWITZERLAND OF OHIO**
**LOCAL SCHOOL DISTRICT**
**Salary Schedule Index 9/1/26-08/31/27**

| YEAR | 2026-2027 |
|---|---|
| 5% | $ 45,434.27 |

| Step | BA – | BA | 150 | MA | MA+15 | MA+30 |
|---|---|---|---|---|---|---|
| 0 | $ 41,027.15 | $ 45,434.27 | $ 47,433.38 | $ 48,887.27 | $ 49,977.70 | $ 50,750.08 |
| 1 | $ 42,935.39 | $ 47,569.68 | $ 49,932.26 | $ 51,749.63 | $ 53,203.53 | $ 54,339.39 |
| 2 | $ 44,843.62 | $ 49,705.09 | $ 52,431.15 | $ 54,611.99 | $ 56,429.36 | $ 57,928.69 |
| 3 | $ 46,751.86 | $ 51,840.50 | $ 54,930.03 | $ 57,474.35 | $ 59,655.20 | $ 61,518.00 |
| 4 | $ 48,660.10 | $ 53,975.91 | $ 57,428.92 | $ 60,336.71 | $ 62,881.03 | $ 65,107.31 |
| 5 | $ 50,568.34 | $ 56,111.32 | $ 59,927.80 | $ 63,199.07 | $ 66,106.86 | $ 68,696.62 |
| 6 | $ 52,476.58 | $ 58,246.73 | $ 62,426.69 | $ 66,061.43 | $ 69,332.70 | $ 72,285.92 |
| 7 | $ 54,384.82 | $ 60,382.14 | $ 64,925.57 | $ 68,923.79 | $ 72,558.53 | $ 75,875.23 |
| 8 | $ 56,293.06 | $ 62,517.56 | $ 67,424.46 | $ 71,786.15 | $ 75,784.36 | $ 79,464.54 |
| 9 | $ 56,520.23 | $ 64,652.97 | $ 69,923.34 | $ 74,648.51 | $ 79,010.20 | $ 83,053.85 |
| 10 | $ 56,747.40 | $ 66,788.38 | $ 72,422.23 | $ 77,510.86 | $ 82,236.03 | $ 86,643.15 |
| 11 | $ 56,974.57 | $ 68,923.79 | $ 74,921.11 | $ 80,373.22 | $ 85,461.86 | $ 90,232.46 |
| 12 | $ 57,201.75 | $ 71,059.20 | $ 77,420.00 | $ 83,235.58 | $ 88,687.70 | $ 93,821.77 |
| 13 | $ 57,428.92 | $ 71,286.37 | $ 79,918.88 | $ 86,097.94 | $ 91,913.53 | $ 97,411.07 |
| 14 | $ 57,656.09 | $ 71,513.54 | $ 80,146.05 | $ 88,960.30 | $ 95,139.36 | $ 101,000.38 |
| 15 | $ 59,291.72 | $ 71,740.71 | $ 80,373.22 | $ 89,187.47 | $ 95,366.53 | $ 101,227.55 |
| 20 | $ 60,927.36 | $ 73,558.08 | $ 82,508.63 | $ 91,595.49 | $ 98,092.59 | $ 104,271.65 |
| 25 | $ 62,562.99 | $ 75,375.45 | $ 84,644.05 | $ 94,003.50 | $ 100,818.65 | $ 107,315.75 |
| 30 | $ 62,790.16 | $ 77,192.82 | $ 86,779.46 | $ 96,411.52 | $ 103,544.70 | $ 110,359.84 |

**EXHIBIT "B"**
**SWITZERLAND OF OHIO**
**LOCAL SCHOOL DISTRICT**
**Salary Schedule Index 9/1/27-08/31/28**

| YEAR | 2027-2028 |
|---|---|
| 4.00% | $ 47,251.64 |

| Step | BA – | BA | 150 | MA | MA+15 | MA+30 |
|---|---|---|---|---|---|---|
| 0 | $ 42,668.23 | $ 47,251.64 | $ 49,330.71 | $ 50,842.76 | $ 51,976.80 | $ 52,780.08 |
| 1 | $ 44,652.80 | $ 49,472.47 | $ 51,929.55 | $ 53,819.62 | $ 55,331.67 | $ 56,512.96 |
| 2 | $ 46,637.37 | $ 51,693.29 | $ 54,528.39 | $ 56,796.47 | $ 58,686.54 | $ 60,245.84 |
| 3 | $ 48,621.94 | $ 53,914.12 | $ 57,127.23 | $ 59,773.32 | $ 62,041.40 | $ 63,978.72 |
| 4 | $ 50,606.51 | $ 56,134.95 | $ 59,726.07 | $ 62,750.18 | $ 65,396.27 | $ 67,711.60 |
| 5 | $ 52,591.08 | $ 58,355.78 | $ 62,324.91 | $ 65,727.03 | $ 68,751.14 | $ 71,444.48 |
| 6 | $ 54,575.64 | $ 60,576.60 | $ 64,923.75 | $ 68,703.88 | $ 72,106.00 | $ 75,177.36 |
| 7 | $ 56,560.21 | $ 62,797.43 | $ 67,522.59 | $ 71,680.74 | $ 75,460.87 | $ 78,910.24 |
| 8 | $ 58,544.78 | $ 65,018.26 | $ 70,121.43 | $ 74,657.59 | $ 78,815.74 | $ 82,643.12 |
| 9 | $ 58,781.04 | $ 67,239.08 | $ 72,720.27 | $ 77,634.44 | $ 82,170.60 | $ 86,376.00 |
| 10 | $ 59,017.30 | $ 69,459.91 | $ 75,319.11 | $ 80,611.30 | $ 85,525.47 | $ 90,108.88 |
| 11 | $ 59,253.56 | $ 71,680.74 | $ 77,917.95 | $ 83,588.15 | $ 88,880.33 | $ 93,841.76 |
| 12 | $ 59,489.81 | $ 73,901.56 | $ 80,516.79 | $ 86,565.00 | $ 92,235.20 | $ 97,574.64 |
| 13 | $ 59,726.07 | $ 74,137.82 | $ 83,115.63 | $ 89,541.86 | $ 95,590.07 | $ 101,307.52 |
| 14 | $ 59,962.33 | $ 74,374.08 | $ 83,351.89 | $ 92,518.71 | $ 98,944.93 | $ 105,040.40 |
| 15 | $ 61,663.39 | $ 74,610.34 | $ 83,588.15 | $ 92,754.97 | $ 99,181.19 | $ 105,276.65 |
| 20 | $ 63,364.45 | $ 76,500.41 | $ 85,808.98 | $ 95,259.31 | $ 102,016.29 | $ 108,442.51 |
| 25 | $ 65,065.51 | $ 78,390.47 | $ 88,029.81 | $ 97,763.64 | $ 104,851.39 | $ 111,608.37 |
| 30 | $ 65,301.77 | $ 80,280.54 | $ 90,250.63 | $ 100,267.98 | $ 107,686.49 | $ 114,774.23 |

**EXHIBIT "B"**
**SWITZERLAND OF OHIO**
**LOCAL SCHOOL DISTRICT**
**Salary Schedule Index 9/1/28-08/31/29**

| YEAR | 2028-2029 |
|---|---|
| 2.00% | $ 48,196.67 |

| Step | BA – | BA | 150 | MA | MA+15 | MA+30 |
|---|---|---|---|---|---|---|
| 0 | $ 43,521.59 | $ 48,196.67 | $ 50,317.32 | $ 51,859.62 | $ 53,016.34 | $ 53,835.68 |
| 1 | $ 45,545.85 | $ 50,461.91 | $ 52,968.14 | $ 54,896.01 | $ 56,438.30 | $ 57,643.22 |
| 2 | $ 47,570.11 | $ 52,727.16 | $ 55,618.96 | $ 57,932.40 | $ 59,860.26 | $ 61,450.75 |
| 3 | $ 49,594.37 | $ 54,992.40 | $ 58,269.77 | $ 60,968.79 | $ 63,282.23 | $ 65,258.29 |
| 4 | $ 51,618.63 | $ 57,257.64 | $ 60,920.59 | $ 64,005.18 | $ 66,704.19 | $ 69,065.83 |
| 5 | $ 53,642.89 | $ 59,522.89 | $ 63,571.41 | $ 67,041.57 | $ 70,126.15 | $ 72,873.37 |
| 6 | $ 55,667.15 | $ 61,788.13 | $ 66,222.22 | $ 70,077.96 | $ 73,548.12 | $ 76,680.90 |
| 7 | $ 57,691.41 | $ 64,053.37 | $ 68,873.04 | $ 73,114.35 | $ 76,970.08 | $ 80,488.44 |
| 8 | $ 59,715.67 | $ 66,318.62 | $ 71,523.86 | $ 76,150.74 | $ 80,392.05 | $ 84,295.98 |
| 9 | $ 59,956.66 | $ 68,583.86 | $ 74,174.68 | $ 79,187.13 | $ 83,814.01 | $ 88,103.51 |
| 10 | $ 60,197.64 | $ 70,849.10 | $ 76,825.49 | $ 82,223.52 | $ 87,235.97 | $ 91,911.05 |
| 11 | $ 60,438.62 | $ 73,114.35 | $ 79,476.31 | $ 85,259.91 | $ 90,657.94 | $ 95,718.59 |
| 12 | $ 60,679.61 | $ 75,379.59 | $ 82,127.13 | $ 88,296.30 | $ 94,079.90 | $ 99,526.12 |
| 13 | $ 60,920.59 | $ 75,620.58 | $ 84,777.94 | $ 91,332.69 | $ 97,501.86 | $ 103,333.66 |
| 14 | $ 61,161.57 | $ 75,861.56 | $ 85,018.93 | $ 94,369.08 | $ 100,923.83 | $ 107,141.20 |
| 15 | $ 62,896.65 | $ 76,102.54 | $ 85,259.91 | $ 94,610.06 | $ 101,164.81 | $ 107,382.18 |
| 20 | $ 64,631.73 | $ 78,030.41 | $ 87,525.15 | $ 97,164.49 | $ 104,056.61 | $ 110,611.36 |
| 25 | $ 66,366.81 | $ 79,958.28 | $ 89,790.40 | $ 99,718.91 | $ 106,948.41 | $ 113,840.53 |
| 30 | $ 66,607.80 | $ 81,886.14 | $ 92,055.64 | $ 102,273.33 | $ 109,840.21 | $ 117,069.71 |

**Exhibit "C"**
**Supplemental Salary Index**

Effective at the beginning of the 2026-2028 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.

| Athletic Supplemental Salaries | | 2026-2027 | 2027-2028 | 2028-2029 |
|---|---|---|---|---|
| | Current | $45,434.27 | $47,251.64 | $48,196.67 |
| ATHLETIC DIRECTORS | INDEX | | | |
| High School | 15.00% | $6,815.14 | $7,087.75 | $7,229.50 |
| Jr. High (7-8) | 7.00% | $3,180.40 | $3,307.61 | $3,373.77 |
| Youth (3-6) | 1.00% | $454.34 | $472.52 | $481.97 |
| | | | | |
| COACHING DUTIES | | | | |
| FOOTBALL | | | | |
| Head | 15.00% | $6,815.14 | $7,087.75 | $7,229.50 |
| First Varsity Assistant | 9.00% | $4,089.08 | $4,252.65 | $4,337.70 |
| Second Varsity Assistant | 7.50% | $3,407.57 | $3,543.87 | $3,614.75 |
| Assistant | 7.50% | $3,407.57 | $3,543.87 | $3,614.75 |
| Jr. High | 6.50% | $2,953.23 | $3,071.36 | $3,132.78 |
| | | | | |
| BASKETBALL | | | | |
| Head | 15.00% | $6,815.14 | $7,087.75 | $7,229.50 |
| First Varsity Assistant | 9.00% | $4,089.08 | $4,252.65 | $4,337.70 |
| Second Varsity Assistant | 9.00% | $4,089.08 | $4,252.65 | $4,337.70 |
| Freshman | 6.50% | $2,953.23 | $3,071.36 | $3,132.78 |
| Jr. High | 5.50% | $2,498.88 | $2,598.84 | $2,650.82 |
| | | | | |
| WRESTLING | | | | |
| Head | 12.50% | $5,679.28 | $5,906.46 | $6,024.58 |
| First Varsity Assistant | 6.50% | $2,953.23 | $3,071.36 | $3,132.78 |
| Jr. High | 5.50% | $2,498.88 | $2,598.84 | $2,650.82 |
| | | | | |
| BASEBALL/SOFTBALL | | | | |
| Head Baseball | 9.00% | $4,089.08 | $4,252.65 | $4,337.70 |
| Head Softball | 9.00% | $4,089.08 | $4,252.65 | $4,337.70 |

| | | | | |
|---|---|---|---|---|
| Assistant Baseball | 5.00% | $2,271.71 | $2,362.58 | $2,409.83 |
| Assistant Softball | 5.00% | $2,271.71 | $2,362.58 | $2,409.83 |
| | | | | |
| TRACK | | | | |
| Head | 9.00% | $4,089.08 | $4,252.65 | $4,337.70 |
| Assistant | 5.00% | $2,271.71 | $2,362.58 | $2,409.83 |
| Jr. High | 3.00% | $1,363.03 | $1,417.55 | $1,445.90 |
| | | | | |
| GOLF | 5.50% | $2,498.88 | $2,598.84 | $2,650.82 |
| | | | | |
| CROSS COUNTRY | 5.50% | $2,498.88 | $2,598.84 | $2,650.82 |
| Jr. High | 3.00% | $1,363.03 | $1,417.55 | $1,445.90 |
| | | | | |
| VOLLEYBALL | | | | |
| Head | 9.00% | $4,089.08 | $4,252.65 | $4,337.70 |
| Assistant | 5.00% | $2,271.71 | $2,362.58 | $2,409.83 |
| Jr. High | 3.00% | $1,363.03 | $1,417.55 | $1,445.90 |
| | | | | |
| SOCCER | 5.50% | $2,498.88 | $2,598.84 | $2,650.82 |
| | | | | |
| BOWLING | 9.00% | $4,089.08 | $4,252.65 | $4,337.70 |
| | | | | |
| CHEERLEADER COACH | | | | |
| High School (Fall) | 5.50% | $2,498.88 | $2,598.84 | $2,650.82 |
| High School (Winter) | 5.50% | $2,498.88 | $2,598.84 | $2,650.82 |
| Jr. High (Fall) | 3.00% | $1,363.03 | $1,417.55 | $1,445.90 |
| Jr. High (Winter) | 3.00% | $1,363.03 | $1,417.55 | $1,445.90 |
| HS Competition Only** | 5.50% | $2,498.88 | $2,598.84 | $2,650.82 |
| Cheer Coach plus HS Comp** | 2.75% | $1,249.44 | $1,299.42 | $1,325.41 |
| | | | | |
| Academic Supplemental Salaries | | | | |
| | INDEX | 2026-2027 | 2027-2028 | 2028-2029 |
| CCP Instructor | | | | |
| 1 Semester Course | 1.00% | $454.34 | $472.52 | $481.97 |
| 2 Semester Courses | 2.00% | $908.69 | $945.03 | $963.93 |
| 3 Semester Courses | 3.00% | $1,363.03 | $1,417.55 | $1,445.90 |
| 4 Semester Courses | 4.00% | $1,817.37 | $1,890.07 | $1,927.87 |
| | | | | |
| Distance Learning per class | 1.00% | $454.34 | $472.52 | $481.97 |

| | | | | |
|---|---|---|---|---|
| LPDC | 7.00% | $3,180.40 | $3,307.61 | $3,373.77 |
| | | | | |
| MENTORING | | | | |
| Program Coordinator* | 6.50% | $2,953.23 | $3,071.36 | $3,132.78 |
| Year 1 Mentor | 4.00% | $1,817.37 | $1,890.07 | $1,927.87 |
| Year 2 Mentor | 4.00% | $1,817.37 | $1,890.07 | $1,927.87 |
| | | | | |
| MUSIC DEPARTMENT | | | | |
| K-8 Christmas Program | 1.50% | $681.51 | $708.77 | $722.95 |
| K-8 Spring Concert | 1.50% | $681.51 | $708.77 | $722.95 |
| | | | | |
| H.S. Instrumental Director (4-12) | | | | |
| Marching Band | 12.00% | $5,452.11 | $5,670.20 | $5,783.60 |
| With Pep Band | 3.00% | $1,363.03 | $1,417.55 | $1,445.90 |
| | | | | |
| Instrumental Director (Grades 4-8) | | | | |
| Christmas Concert | 1.50% | $681.51 | $708.77 | $722.95 |
| Spring Concert | 1.50% | $681.51 | $708.77 | $722.95 |
| | | | | |
| Director of Vocal Music | | | | |
| High School (Grades 7-12) | 6.00% | $2,726.06 | $2,835.10 | $2,891.80 |
| High School (Grades 9-12) | 3.00% | $1,363.03 | $1,417.55 | $1,445.90 |
| | | | | |
| Musical | | | | |
| Head Director | 5.00% | $2,271.71 | $2,362.58 | $2,409.83 |
| 1st Asst. Director | 2.00% | $908.69 | $945.03 | $963.93 |
| 2nd Asst. Director | 2.00% | $908.69 | $945.03 | $963.93 |
| | | | | |
| ONLINE TEACHER PER STUDENT | $125.00 | | | |

*represents positions that cannot be divided and to be given individually

** Competition Cheer (5.5%), unless the position is held by the same person as the High School or Jr. High School cheerleading coach supplemental, then it shall be paid at one-half (1/2) of the underlying cheerleading supplemental.