



10-MED-03-0286

1669-01

K29037 ARTICLE 1 - RECOGNITION

11/21/2012.

A. The Switzerland of Ohio Local School District Board of Education, hereinafter referred to as the "BOARD", recognizes the Switzerland of Ohio Education Association, as affiliated with the Ohio Education Association and National Education Association, hereinafter referred to as the "ASSOCIATION", as the sole and exclusive agent representing the bargaining unit. The bargaining unit shall be defined as all certificated/licensed employees who are under contract with the Board to teach a full school year, excluding substitute teachers and all full-time administrative staff and/or supervisory employees who have the administrative authority to employ, evaluate, transfer, assign, recall, discipline or discharge members of this bargaining unit or have the responsibility to make recommendations thereon.

B. The Association recognizes that the Board is the duly elected body charged by law with the authority and responsibility to establish the education and other policies of the Switzerland of Ohio Local School District, and is further charged by law with the sole authority and responsibility to establish the rules and regulations by which the School District shall be governed. Accordingly, subject only to the limitations specifically set forth in this agreement, the Association recognizes that the Board retains the sole and exclusive responsibility and authority with

respect to the management, supervision and control for the Switzerland of Ohio Local School District, including the right to employ, direct, assign, evaluate, terminate, non-renew, promote, demote, lay-off, recall and transfer employees; the right to establish and amend from time to time policies, rules and regulations not inconsistent with the provisions of this agreement which are to be applicable to and observed by the employees.

- C. The Board and Association recognize that any newly created certificated/licensed position will be considered bargaining unit or administrative in nature as governed by the preceding paragraphs. There shall be no replacement or reduction of current bargaining unit services or positions with services or personnel outside of the bargaining unit except as hereinafter provided:
 - 1. Should any new special education units be created by the State Department of Education that will be offered exclusively to County Educational Service Center, then such positions may be filled through the Ohio Valley Educational Service Center (e.g., ED units). The local board shall provide no funding for such unit, except for the special education excess costs charged back to the district. It is further contemplated that no talented and gifted positions will be eliminated provided they are fully funded.

2. Should any low incidence handicap "partial unit" exist which requires that such unit be combined with other districts in order to obtain enough units to become fully funded, then such low incidence handicap service may be offered through the Educational Service Center.
 3. It is agreed and understood that items 1. and 2. above are conditioned upon such positions being filled by attrition only. It is further contemplated that no current fully funded positions will be eliminated, including LD, CD, ED Speech, & Hearing, and/or multi-handicapped.
- D. The Association shall neither encourage nor engage in any unlawful strike activity against the Board during the term of this agreement. No member of the bargaining unit shall be required to cross a picket line established by any Ohio Valley Educational Service Center employee(s) who is engaged in a strike against the Board.

ARTICLE 2 – DEFINITIONS

- A. Day means calendar day unless otherwise indicated.
- B. Good Faith – The obligation of the parties to bargain with each other for the purpose of reaching an agreement on matters which are negotiable. All parties are obliged to deal openly and fairly with the other. If a

proposal is unacceptable to one of the parties, the party is obligated to give its reasons and offer counter proposals. Such obligation shall not require either party to change its proposal on any matter being negotiated.

- C. Party – Party when used shall mean the Association and the Board.
- D. Seniority – Seniority used in this agreement means the length of continuous employment in a bargaining unit position in the Switzerland of Ohio School District, beginning with the most recent date of employment. An employee shall accrue seniority only while on active pay status. Seniority shall be lost when an employee resigns, retires, or leaves the employment of the Board of Education for any reason. Administrators shall retain seniority based upon continuous service in a bargaining unit position in the district but shall not accrue seniority while employed in an administrative position. If employees have the same hire date, a random drawing will determine employee seniority. Said drawing to be held at a meeting within 30 (thirty) days of hire date in the presence of the Association president or his/her designee.
- E. School year shall be defined as the term beginning July 1 and ending June 30 as provided by Ohio Revised Code.

ARTICLE 3 – NEGOTIATIONS PROCEDURE

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

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

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

- C. Negotiations Teams
Each team shall be made up of five (5) people of the party's choice. Each team shall designate a chairperson. In addition, each team shall be permitted to have three (3) observers who will not speak during the bargaining sessions. Negotiations shall be conducted exclusively between said teams.

- 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 part of this contract. 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 mediation process shall last for a minimum of twenty (20) days or until expiration of the Negotiations Agreement, whichever occurs last.

Thereafter, the Association shall have the right to strike in accordance with 4117.14(D)(2) of the Ohio Revised Code.

ARTICLE 4 – GRIEVANCE PROCEDURE

A “grievance” is defined as an alleged violation, misapplication, or misinterpretation of the contract entered into by and between the parties.

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

“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 member of the bargaining unit may initiate this procedure in the following manner: the member 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. 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 apparently does not have authority to resolve the matter.

Level Two – In the event that Level One is unsuccessful, the member of the bargaining unit may file a written grievance. The grievance shall include a statement of the alleged specific violation, misinterpretation or misapplication of the contract and the relief requested. The grievance shall be filed with the superintendent or his designee no later than twenty (20) days after the occurrence of the event giving rise to the grievance.

Within ten (10) days of the superintendent receiving the written grievance as provided herein, the superintendent or his designee shall meet with the aggrieved person and an Association representative, if the aggrieved person 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 settled at Level Two, it may be appealed to the Board by filing a 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 by the Board's decision or not heard by the Board, the grievant may seek resolution through binding arbitration. Within five (5) days after the written decision for 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 representatives of the Board and grievant shall select an arbitrator. In the event that representatives of the grievant and the Board cannot agree on the arbitrator within five (5) calendar days, the arbitrator shall be selected from a list provided by the American Arbitration

Association in accordance with its rules and regulations. 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. An aggrieved employee may request representation at the informal level of the grievance procedure and at any other level. Before the informal level meeting, the employee 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.

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 file the grievance within the timelines specified, the grievance shall be considered waived.

ARTICLE 5 – ASSOCIATION RIGHTS

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

- A. The Association may use a bulletin board or other visual space in each school building designated by the building principal.

- B. Bargaining unit members shall have the privilege of payroll deductions for Association dues (local, district, state, and national affiliates) with said deductions being made in twenty-two (22) equal installments beginning with the first paycheck in October.

Bargaining unit members desiring dues deductions shall sign an authorization form requesting payroll deductions of any and all dues and assessments of the Association and its affiliates. Such authorization shall continue in effect until such time as said member gives written notice to the treasurer of the Board to discontinue such deductions or employment with the Board terminates.

If a member leaves the bargaining unit or gives written notice to the treasurer of the Board to discontinue such deductions, or make any other membership status change the Board treasurer shall provide the Association treasurer and the membership

chair of the Association written notice within five (5) working days of such action the name of said member(s) making such a request. However, any remaining dues owed shall be deducted from the next payroll check.

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

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

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

1. UTP Dues
2. Ohio Valley Community Credit Union
3. Life Insurance (Deductions for those companies and teachers currently taking said deductions)
4. Tax Sheltered Annuities
5. Political Contributions
6. Savings Bonds
7. Health Insurance
8. Fair Share Fee

- C. The Association may use the school mailboxes or school email for the purpose of placing letters or memoranda in same.

- D. The Association may use the school building for meetings with the approval of the building principal. This approval shall not be unreasonably withheld.
- E. If individual school equipment is not in use for school purposes, the Association may use said equipment with the exception of the P.A. Systems and All Call systems. All equipment will be checked as to condition by the building principal and the Association building representative prior to its use so that in the event of damage or breakage, the Association will be responsible to repair or replace said equipment at pro-rated marked value. Supplies used in connection with such equipment will be furnished or paid for by the Association.
- F. The president shall be provided with a copy of the Board agenda at the same time it is given to Board members. Policy changes will be enclosed with the Board of Education agenda that is sent to the president of the Association. The president of the Association shall be placed on the Board agenda upon his/her request provided the issue has first been discussed with the superintendent or his/her designee.
- G. The Association shall be allowed use of the inter-school mail pick-up and delivery system.
- H. There shall be no reprisal of any kind taken against any teacher by anyone as a result of

his/her membership or non-membership in the Association or participation or non-participation in any of its lawful activities.

- I. With the written approval of any employee, the Board shall provide the Association with the employee's address.
- J. If a staff directory is prepared by the Board, a copy will be provided the president of the Association and a copy placed in each teacher's lounge.
- K. Representatives of the Association may make announcements at the end of school faculty meetings.
- L. The president of the Association shall be invited to participate in the new teacher orientation day.
- M. The Association president shall be given a copy of the Board minutes after the minutes have been formally approved by the Board.
- N. Upon the request of the Association president, the superintendent or designee shall meet once a month with the Association president or designee to discuss matters of concern to the Association.
- O. The Board and the Association agree to split the cost of reproducing this contract between the parties to a maximum of three hundred (300) copies.

P. The Association president shall receive a seniority list of all members of the bargaining unit employed as of October 15 of each school year. Such list shall be provided no later than January 15 annually. The list shall designate the name, the employment date, years seniority, certificates/licenses, and contract status of each employee. The seniority list will be sorted from time to time as requested by the Association.

Q. Right to Fair Share Fee

1. Payroll Deduction of Fair Share Fee

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

2. Notification of the Amount of Fair Share Fee

Notice of the amount of the annual fair share fee, which shall not be more than 100 percent of the unified dues of the Association, shall be transmitted by the Association to the treasurer of the Board on or about 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. Up to six (6) duly elected delegates of the Switzerland of Ohio Education Association shall be permitted to attend the Ohio Education Association annual conference 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 Board (see Exhibit E).

ARTICLE 6 – LEAVES

A. Personal Injury Leave

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

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

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

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

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

B. Sick Leave

All full-time employees, regularly employed by the Board of Education, shall be entitled to one and one-fourth (1 ¼) days with pay for each completed calendar month, or a total of fifteen (15) days per year. Each new employee shall be granted five (5) days of sick leave. These five (5) days shall be part of the total number of accumulative days to which the employee shall be entitled for the first year of employment. Additional days of sick leave may be granted before they are earned upon approval of the Board of Education. There shall be a maximum accumulation of 265 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. 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.

1. Use of Sick Leave

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

- a. Immediate family shall include grandparent, parent, spouse, child, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, aunt, uncle, or any other person who, because of a relationship to the employee, shall be determined by the superintendent to be members of the employee's immediate family.
- b. For personal illness, injury, or exposure to contagious diseases, the employee may use the total accumulated sick leave. However, absence of more than five (5) consecutive work days for personal illnesses must be certified by a physician. An employee who is absent ten (10) or more consecutive days will notify the Board of his/her planned date of return as soon as reasonably possible.
- c. Employees may use sick leave for absence due to illness in the employee's immediate family upon approval of the superintendent for five (5) days per illness. In cases of

emergency, the superintendent may extend the leave of absence. An employee who is absent ten (10) or more consecutive days will notify the Board of his/her planned date of return as soon as reasonably possible.

- d. For death in the employee's immediate family, leave shall be limited to five (5) consecutive days for each death. In cases of emergency, the superintendent may extend the leave of absence for this purpose. Notification in all cases shall be given by the employee to the principal or immediate superior before absence from duty except in an emergency. Immediate family shall include the following for this subparagraph only: parent, spouse, child, stepchild, child for whom the teacher is legal guardian, mother-in-law, father-in-law, brother, sister, grandparent, grandchildren, aunt, uncle, brother-in-law, sister-in-law, or any other person who, because of relationship to the employee, shall be determined by the superintendent to be members of the employee's immediate family.

2. Examination Upon Return from Sick Leave

An employee absent because of personal illness for three (3) or more weeks, in order to be eligible to return to duty must

have a medical clearance filed in the personnel office that will indicate his/her physical condition and prognosis. The responsibility for obtaining this clearance rests with the employee.

3. Sick Leave Donation

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

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.

Additional limitations:

- a. Donations from a bargaining unit member cannot exceed six (6) days in each fiscal year;
- b. Sick leave cannot be transferred if the bargaining unit member has applied for disability retirement;
- c. The recipient bargaining unit member must exhaust his/her own sick leave days prior to being granted donated days;

- d. The recipient bargaining unit member who is using donated sick leave will not earn additional sick leave while receiving the donated sick days;
- e. The Association will defend and hold the Board harmless against claims by a bargaining unit member against the Board relating to the Association's administration of the sick leave transfer days;
- f. The Sick Leave Donation Committee shall consist of the SOEA president or designee, two members appointed by the SOEA, the superintendent, and two persons appointed by the superintendent. All decisions of the Sick Leave Donation Committee require a majority vote. All decisions are final and not subject to the grievance procedure.

C. Transfer of Sick Leave

An employee who transfers from one public agency in Ohio to another shall be credited with the unused balance of his/her accumulated sick leave up to a maximum of 265 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. 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.

A teacher on sabbatical leave may continue to receive all insurance benefits provided he/she pays the premium for same to the treasurer each month in advance.

E. Child Care Leave

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

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

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

3319.08 and 3319.11 of the Ohio Revised Code.

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

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

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.

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. 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 premium due 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.

1. Accumulation 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 three (3) days personal leave 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.

When a bargaining unit member has exhausted his/her personal leave and needs additional personal leave, two (2) additional days of unrestricted personal leave shall be available to any bargaining unit member who pays for (via salary deduction) his/her substitute or, for bargaining unit members who do not require or otherwise are permitted not to obtain a substitute (or the substitute's equivalent daily rate) shall be at the daily sub rate in effect at the time the day

is taken. These additional days shall not transfer to sick leave.

A person requesting personal leave must file a written request with the principal, whenever possible, at least five (5) days prior to the use of same. A teacher may take the requested leave upon the written approval of the superintendent or his designee.

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

Unused personal leave shall accumulate as sick leave.

J. Professional Leave

The superintendent may grant a day or days of leave without loss of pay to certificated/ licensed employees to attend meetings, seminars, classes, and workshops, or to observe other classrooms or school districts that will further the professional development of the employee. If the leave is denied, upon the request of the employee, the superintendent will provide a written reason for the denial. Employees shall be notified within seven (7) days of the date of the request whether such leave is approved or denied except that out-of-state meetings shall be subject to Board approval.

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

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

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

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

K. Family and Medical Leave

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

Bargaining unit members must give the Board at least a thirty (30) days 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.

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. Social Security 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 April, 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 nonrenew will be stated in the letter. The teacher's evaluation file shall be open for the inspection of the teacher and/or his designated representative at all times.

2. In the event that the teacher desires a hearing before the Board of Education, the teacher shall deliver or cause to be delivered the original copy of the request to the president of the Board and copies to the treasurer of the Board and the superintendent.
 3. The Board shall honor a request for the specified hearing. A hearing date shall be scheduled within ten (10) days after the receipt of the request. The Board shall notify the teacher in writing of the date, time, and place.
 4. The hearing shall be of a private nature and shall be conducted in executive session of the Board.
 5. The teacher shall have the right to be accompanied at the hearing and to be represented by a person of his/her choosing.
 6. If the Board of Education overrules the recommendation of the superintendent for renewal, written reasons must be given for nonrenewal by the Board of Education.
- C. Just Cause
After two years of employment, any decision for nonrenewal must be based on just cause.

D. Length of Contracts

Initial employment contract of an employee covered by this Agreement shall be for a term not to exceed one (1) year. Thereafter, if the employee is not eligible for continuing contract status, and is reemployed at the expiration of an expiring limited contract, the successor contract shall be for a term of not less than a term provided for in the following schedule unless the Board of Education has provided the teacher written reasons, by April 30, for offering the teacher reemployment for a shorter term.

First Renewal – One year contract

Second Renewal – One year contract

Third Renewal – Two year contract

Fourth Renewal – Three year contract

Fifth Renewal – Five year contract

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

E. Change in Degree Status or Salary Classification

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

Non-degree certificated/licensed personnel shall advance to the 150-hour column upon

completion of 27 months of teaching experience under a four-year provisional teaching certificate/license and completion of 27 quarter hours in an approved college or university program. They shall advance to the master degree schedule upon completion of a bachelor degree.

F. Mid-Year Hires

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

The Board shall act on the renewal or nonrenewal of these limited teaching contracts by May 31 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.

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.

The Board shall make its best effort not to have more combined classes than exist as of September 1, 1993.

E. Special Teachers

Specially certified teachers in music and physical education will be provided for such

classes for grades K through 12 as recommended by State Minimum Standards as of July 1, 1996.

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.

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

H. Class Size

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

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

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

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

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

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

Classes may exceed the sizes established herein; however, any teacher so affected shall be provided a classroom allocation of \$150 per child per semester in grades K-6 or \$25 per child per period per semester in grades 7-12 that exceeds the stated limits. The determination of class size shall be made within 15 days of the start of each semester. The classroom teacher, with the approval of the building principal, will determine the expenditure of these funds providing for the classroom instructional needs of the students.

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

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

I. Discipline

1. A discipline review committee shall be established consisting of 1 administrator and 2 members selected by the Board, and 3 bargaining unit members selected by the Association (1 elementary, 1 junior high, 1 high school). Such committee will meet once each grading period (from September through May) 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. The committee may agree to meet more than the required session(s) should the demands of the task make it necessary, but any additional session shall be held after school.
2. The committee shall have the authority to make recommendations concerning the consistent enforcement of discipline procedures throughout the district.
3. All administrators and bargaining unit members have a shared responsibility for all discipline taking place within the schools. Discipline procedures will be consistently and uniformly applied in all buildings. Concerns about consistent and uniform enforcement of discipline will be

referred to the discipline review committee.

4. Information about individual students who may pose a danger in the school setting or who are psychologically fragile or who have special medical conditions will be available to staff members. The Association and the Board recognize that such information is confidential and privileged information, and it will be treated as such.

J. Inclusion

1. Individualized Education Program (IEP) Team

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

2. Training/Staff Development

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

3. Class Size

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

4. Specialized Health Care Procedures

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

5. Support Services

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

K. Academic Freedom

The parties seek to educate young people in the democratic tradition, to foster a recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights, and to instill appreciation of the values of individual personality. It is recognized that these democratic values can best be transmitted in an atmosphere which is free from censorship and artificial restraints upon free inquiry and learning, and in which academic freedom for teacher and student is encouraged.

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

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

L. Local Professional Development Committee

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

1. Term of Office

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

2. Committee Composition and Selection

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

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

2) Two (2) representatives of the administration.

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

c. The LPDC shall determine the committee's structure (i.e., president,

vice-president, chairperson, etc.), and shall be afforded the opportunity to attend training on the purposes, responsibilities, functioning, and legal requirements of LPDC's. Such training will be on released time and shall be subject to professional leave.

3. Association LPDC members shall receive a stipend of \$2,500 for work performed up to fifty (50) hours and \$20 per hour thereafter. This will be paid in two installments (December and June) annually by separate check, not to be included in a regular paycheck.
4. The district shall provide office space, file storage facilities, office equipment, and clerical help as much as is practical.
5. The LPDC shall establish its by-laws and operating procedures in keeping with the laws of the state of Ohio.
6. The LPDC shall be responsible for:
 - a. the review and approval of Individual Professional Development Plans (IPDP's) of all district certificated/licensed employees;
 - b. the review and approval of all college credit, CEU's, or other equivalent activities;
 - c. the review of its own activities, procedures and operations;

- d. the promotion, planning and approval of any district or building professional development activities, workshops, seminars, or other training sessions; (this will not include any building activities that do not involve CEU's, attendance requirements or funds controlled by the LPDC);
 - e. if an LPDC decides to form a collaborative professional development committee (CPDC), the CPDC shall have an effective starting and ending date of no longer than one (1) school year (September – June) and;
 - f. the establishment of an appeals process for staff members who object to a decision of the LPDC.
7. An annual budget for the operation of the LPDC shall be funded to a level of the sum of Local Professional Development Block Grant prior year's carryovers and the current year's allocation for professional development by the State Department of Education in addition to funds specifically designated for professional development by other funding source(s).
- a. operation expenses
 - b. stipends for Association members of the LPDC; and
 - c. funds for professional development of district staff.

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

M. Mentoring

1. Districts that hire entry year teachers are required to have support programs including a mentoring program. These programs shall be in place and funded the beginning of the school year 2002-2003. 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 lead mentor shall be responsible for the following: assignment of mentors, (in conjunction with building administrators); coordinating observations and mentor meetings.
3. Mentors will be responsible to observe, critique, advise, counsel, assist and make suggestions to the new employee during his/her first year of employment.
4. It may be necessary to assign a 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 a mentor/entry year teacher pair prove to be incompatible, the lead mentor(s) and the building principal will review the applications on file, and then select another mentor for the entry year teacher. Both original and replacement mentors will be compensated on a pro-rated basis.
6. The lead mentor and all individual 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. Compensation will be based on the following supplemental salary schedule:

Lead Mentor – 6 ½% of the base salary
Mentor – 4 ½% of the base salary
Coach – 3 ½% of the base salary

- N. Specialized Health Care Procedures
Qualified nurses, licensed medical technicians/or trained personnel shall be the only employees to provide and conduct necessary medical procedures. No employee shall be required to become trained in medical procedures unless medical training is required for the position held by the bargaining unit member.
- O. Value-Added (New Language – 2007)

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

- P. The Board shall reimburse certificated/licensed employees \$35.00 for BCI/FBI checks once per a five-year period as required by the Ohio Department of Education.

ARTICLE 9 – WORK DAY AND
WORK YEAR

A. Work Day

The work day shall be seven (7) hours and fifteen (15) minutes. Attendance at faculty meetings, IEP special education meetings, placement conferences, bus duty and other necessary conferences shall not be affected by the limitations of the work day.

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

B. School Year

The school year shall consist of one hundred eighty-three days with three (3) of those days to be teacher in-service days.

ARTICLE 10 – VACANCIES AND
TRANSFERS

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

1. Seniority – shall be defined in Article 2.
 2. Transfer – shall be defined as the movement of certified/licensed staff from one building to another building.
 3. Assignment – shall be defined as the building, specific position, grade level(s), courses and/or duties.
 4. Vacancy – shall be defined as any position left unoccupied as a result of a transfer, retirement, resignation, death, termination, nonrenewal, or any newly created position that the Board determines shall be filled.
- A. Bidding and Posting Procedures
All vacancies shall be posted within five (5) days of the administration determining that the vacancy exists, and shall specifically state the assignment (building, grade level(s), courses, and/or duties) and required certification/licensure.

Vacancies shall be posted in each school building in the district 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.

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.

B. Involuntary Transfer/Reassignment

1. In making transfers and reassignments without request, the desires of the staff member shall be considered to the extent that they do not conflict with the instructional requirements or educational needs of the district. However, all factors being equal the least senior qualified staff member shall be transferred.
2. If an involuntary transfer/reassignment is being considered, a conference shall be held between the professional staff

member and the building principal explaining the reasons for the proposed action. If the transfer is deemed necessary, the professional staff member will be given ten (10) days prior notice. Upon request the staff member shall be given written reasons for the proposed transfer.

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

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 fifth 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.

ARTICLE 11 – PERSONNEL FILES

A personnel file of each member shall be maintained in the office of the superintendent. This shall be considered a confidential file, except for that information which is “directory information.”

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 shall have access to the same.

Prior to placing an evaluation 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. Any such document shall be removed from the file after three (3) years from the date originally placed in the file.

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 photostatic copy of any item in his/her file.

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

ARTICLE 12 – REDUCTION IN FORCE

No teacher employed as of the ratification date of this contract shall be laid off (RIF'd) during the term of this contract. Any teacher employed after the ratification date of this contract may be subject to the following provisions.

The Board of Education may implement a reduction of staff for any reason(s) authorized by Section 3319.17 of the Ohio Revised Code. In doing so, 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 the official October count of the previous year. This provision shall not apply to special education units and vocational units.

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.

B. Procedure for Reduction

1. 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 and one sorted by certification and seniority.
2. 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.

- C. Seniority and Certification/Licensure
1. Certification/licensure, contract status, and system-wide seniority shall be the exclusive criteria of any layoff.
 2. Seniority shall be as defined in Article 2.
 - a. The suspension of contracts shall be on a last-employed, first-to-be-suspended by teaching field basis and shall occur to non-tenured teachers first.
 - b. Should it become necessary to suspend the contract of any tenured teacher pursuant to this policy, such suspension shall be made from tenured teachers on a last-employed, first-suspended by teaching field basis.
 3. Length of continuous service shall not be interrupted or affected by Board-authorized leaves of absence.
 4. 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.

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.
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. It is the teacher's responsibility to keep the Board informed of his/her whereabouts. 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. 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 six (6) years. Thereafter, an employee on layoff shall lose his/her recall rights.

ARTICLE 13 – COMPLAINT AGAINST A
BARGAINING UNIT MEMBER

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

ARTICLE 14 – TEACHER EVALUATION

It is the intention of the Board that periodic written evaluations of teacher classroom performance will be employed as per ORC 3319.111. Each evaluation will be conducted openly and with the full knowledge of the teacher being evaluated, and it will be reviewed promptly with the teacher being evaluated. In addition, evaluations will be based on a fair consideration

of a teacher's work effort and will be in writing. After review, the evaluator and the teacher will sign the evaluation and a copy of the document will be kept on file.

ARTICLE 15 – INSURANCE

The Board of Education shall continue to provide the following insurance benefits through August 31, 2013 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, 2013. 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.

- F. A committee composed of three (3) voting members of the bargaining unit selected by the Association (Association President or their designee may be in attendance at all meetings but shall not vote) and three (3) people appointed by the Board shall explore all insurance options and examine, research and report methods of maintaining and improving benefits and reducing the cost of health insurance coverage. The Board agrees to implement insurance cost savings measures as recommended by the insurance committee provided that current benefits are in no way diminished.
1. The Board shall provide an operational budget of \$4,000.00 for the committee expenses. The budget may be increased at the sole discretion of the Board. The committee shall report monthly on all expenditures of the committee to the superintendent.
 2. Bargaining unit members will be provided release time with substitutes to execute the work of the committee with five (5) days prior notice to the superintendent for scheduling purposes.
 3. Written reports shall be provided by the committee to the Board and the Association concerning issues under study by the committee.

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

ARTICLE 16 – COMPENSATION

- A. Salary Schedule Index
Effective July 1, 2010, the Board of Education shall implement the salary schedule index attached hereto and designated Exhibit “A”.

- B. Salary
Effective July 1, 2010, the base salary shall be \$27,269.58. On the current index, see Exhibit B.

Effective July 1, 2011, the base salary shall be \$27,269.58. (see Exhibit B).

Effective July 1, 2012, the base salary shall be \$27,269.58 (see Exhibit B).

- C. Supplemental Salaries
Seventeen thousand dollars (\$17,000) will be divided equitably between and within:
 - 7-12 High School
 - 9-12 High Schools and Swiss Hills

Each elementary building shall be allocated \$1,500 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.

Effective at the beginning of the 2005-2006 school year, the Board shall implement the supplemental salary schedule index attached hereto and designated as Exhibit "C". These percentages will remain constant in the future, but the monetary amounts will be recomputed in accordance with any change in the base salary. (Exhibit "D").

D. In-House Substitution

When an instructor is absent and another instructor covers the class, he/she will be reimbursed at the rate of fourteen dollars (\$14.00) per period. The administrator will provide the teacher serving in the capacity of an in-house substitute the in-house substitution form.

E. Adult Education and Tutoring

The Board of Education will pay fifteen dollars (\$15.00) per hour for those members of the bargaining unit employed by the Board in the Adult Education or Tutoring programs and summer school instructors.

F. 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 retirement benefits from the State Teachers Retirement System of Ohio shall receive a sum equal to one-half (1/2) of his/her accumulated but unused sick leave. Such teacher must notify the Board in writing by March 31 in the first year of eligibility of his/her intent.

Any teacher hired after July 1, 2010 will receive super severance provided the teacher is retiring under a retirement plan with either at least twenty-five (25) years of service credit and fifty-five (55) years of age or at least thirty (30) years of service credit. (New language 2007)

For the period from the execution of this agreement until March 31, 2011, this provision shall apply to any teacher who retires prior to the start of the 2011-2012 school year even though it may not be the first year in which the teacher is eligible to retire.

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. The second payment will be made by March 15th of the following calendar year.

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

G. 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.

H. STRS Pickup

Effective September 1, 2002, 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.

The Board shall pick up and actually pay an additional 2% of the employee's STRS contribution effective September 1, 1999.

I. 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.

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

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, then a committee shall be formed to review and make recommendations to the Board regarding any such plan. Such committee shall be composed of three (3) members appointed by the Association, three (3) members appointed by the Board, and three (3) members from the community at large, one (1) appointed by the Association, one (1) appointed by the Board, and the third selected by the mutual agreement of such two (2) appointees. In the event no such mutual agreement is reached, each of said two (2) appointees shall place the names of three (3) proposed appointees in a box and the third appointee shall be the person chosen at random from said box. No plan to reorganize, close or consolidate buildings shall be implemented until the committee has reviewed such plans for at least sixty (60) days and made its recommendation including but not limited to the reasonable number of teaching positions to be RIF'd in accordance with ORC 3319.17 due to such reorganization, closing or consolidation.

No teacher employed as of the ratification date of this contract shall have his/her contract suspended (be laid off) due to any reorganization, closing or consolidation.

Violation of this provision shall be subject to expedited binding arbitration under the voluntary

rules of the AAA. This Article shall expire upon expiration of the term of this contract.

ARTICLE 18 – DURATION OF CONTRACT

This contract and all provisions contained therein shall become effective September 1, 2010 and expire August 31, 2013.

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 March 17, 2011.

BOARD OF EDUCATION OF
SWITZERLAND OF OHIO
LOCAL SCHOOL DISTRICT:

President

Treasurer

SWITZERLAND OF OHIO
EDUCATION ASSOCIATION:

President

Treasurer

EXHIBIT "A"
SWITZERLAND OF OHIO
LOCAL SCHOOL DISTRICT
Salary Schedule Index 7/1/10-8/31/13

<u>Step</u>	Less Than			
	<u>Bachelors</u>	<u>Bachelors</u>	<u>150 Hours</u>	<u>Masters</u>
0	.903	1.000	1.044	1.076
1	.940	1.042	1.094	1.134
2	.977	1.084	1.144	1.192
3	1.014	1.126	1.194	1.250
4	1.051	1.168	1.244	1.308
5	1.088	1.210	1.294	1.366
6	1.125	1.252	1.344	1.424
7	1.162	1.294	1.394	1.482
8	1.199	1.336	1.444	1.540
9	1.199	1.378	1.494	1.598
10	1.199	1.420	1.544	1.656
11	1.199	1.462	1.594	1.714
12		1.504	1.644	1.772
13			1.694	1.830
14				1.888
20		1.504	1.694	1.888
		+\$1,000	+\$1,000	+\$1,000
25		1.504	1.694	1.888
		+\$1,000	+\$1,000	+\$1,000

EXHIBIT "B"
SWITZERLAND OF OHIO
LOCAL SCHOOL DISTRICT
Salary Schedule for 2010 - 2012 School Years

Base Salary = \$27,269.58

STEP	B.A. -	B.A.	B.A. +	M.A.
0	\$24,624.43	\$27,269.58	\$28,469.44	\$29,342.07
1	\$25,633.41	\$28,414.90	\$29,832.92	\$30,923.70
2	\$26,642.38	\$29,560.22	\$31,196.40	\$32,505.34
3	\$27,651.35	\$30,705.55	\$32,559.88	\$34,086.98
4	\$28,660.33	\$31,850.87	\$33,923.36	\$35,668.61
5	\$29,669.30	\$32,996.19	\$35,286.84	\$37,250.25
6	\$30,678.28	\$34,141.51	\$36,650.32	\$38,831.88
7	\$31,687.25	\$35,286.84	\$38,013.79	\$40,413.52
8	\$32,696.23	\$36,432.16	\$39,377.27	\$41,995.15
9	\$32,696.23	\$37,577.48	\$40,740.75	\$43,576.79
10	\$32,696.23	\$38,722.80	\$42,104.23	\$45,158.42
11	\$32,696.23	\$39,868.13	\$43,467.71	\$46,740.06
12		\$41,013.45	\$44,831.19	\$48,321.70
13			\$46,194.67	\$49,903.33
14				\$51,484.97
20		\$42,013.45	\$47,194.67	\$52,484.97
25		\$43,013.45	\$48,194.67	\$53,484.97

Step 20 includes a longevity payment of \$1,000.00

Step 25 includes a longevity payment of \$1,000.00

EXHIBIT "C"
SUPPLEMENTAL SALARY INDEX

Effective at the beginning of the 2010-2012 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 DIRECTORS

With 6 boy and 3 girl sports.....	15
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COACHING DUTIES

FOOTBALL

Head	15
First Varsity Assistant	9
Assistant	7.5
Jr. High.....	6.5

BASKETBALL

Head	15
First Varsity Assistant	9
Freshman	6.5
Jr. High.....	5.5

WRESTLING

Head	12.5
First Varsity Assistant	6.5
Jr. High.....	5.5

BASEBALL/SOFTBALL

Head Baseball..... 9
Head Softball..... 9
Assistant Baseball 5
Assistant Softball..... 5

TRACK

Head 9
Assistant 5

GOLF 5.5

CROSS COUNTRY..... 5.5

VOLLEYBALL

Head 9
Assistant 5
Jr. High..... 3

SOCCER

Head 5.5

MUSIC DEPARTMENT

Director of Instrumental (Grades 4-12)
with Football 12
Director of Vocal Music (Grades 7-12) 6.0
Director of Vocal Music (Grades 9-12)..... 3.5
Director of Vocal Music (Grades K-8)..... 3

CHEERLEADER COACH..... 5.5
(high school only)

EXHIBIT "D"
SWITZERLAND OF OHIO
LOCAL SCHOOL DISTRICT

Supplemental Contracts for the
2010-2012 School Years

Indexed off a base of: **\$27,269.58**

ATHLETIC DIRECTORS

With 6 Boy and 3 Girl Sports **\$4,090.44**
With less than
6 Boy and 3 Girl Sports..... **\$3,545.05**

COACHING DUTIES

FOOTBALL

Head **\$4,090.44**
First Varsity Assistant **\$2,454.26**
Assistant **\$2,045.22**
Jr. High **\$1,772.52**

BASKETBALL

Head **\$4,090.44**
First Varsity Assistant **\$2,454.26**
Freshman **\$1,772.52**
Jr. High **\$1,499.83**

WRESTLING

Head **\$3,408.70**
First Varsity Assistant **\$1,772.52**
Jr. High **\$1,499.83**

BASEBALL/SOFTBALL

Head Baseball.....	\$2,454.26
Head Softball.....	\$2,454.26
Assistant Baseball	\$1,363.48
Assistant Softball.....	\$1,363.48

TRACK

Head	\$2,454.26
Assistant	\$1,363.48

GOLF \$1,499.83

CROSS COUNTRY..... \$1,499.83

VOLLEYBALL

Head	\$2,454.26
Assistant	\$1,363.48
Jr.High.....	\$818.09

SOCCER

Head.....	\$1,499.83
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MUSIC DEPARTMENT

Director of Instrumental (Grades 4-12)	
With Football.....	\$3,272.35
Director of Vocal Music	
(Grades 7-12).....	\$1,636.17
Director of Instrumental and Vocal	
Music (Grades 9-12).....	\$954.44
Director of Vocal Music	
(Grades K-8).....	\$818.09

CHEERLEADER COACH.....\$1,499.83

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NEGOTIATIONS AGREEMENT
BETWEEN
SWITZERLAND OF OHIO LOCAL
SCHOOL DISTRICT
AND
SWITZERLAND OF OHIO
EDUCATION ASSOCIATION

September 1, 2010 – August 31, 2013