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MASTER AGREEMENT

BETWEEN THE

SWANTON LOCAL BOARD OF EDUCATION

AND THE

SWANTON EDUCATION ASSOCIATION

SEPTEMBER 1, 2025– AUGUST 31, 2028

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ARTICLE ONE
PROFESSIONAL NEGOTIATIONS

A. RECOGNITION

The Swanton Local Board of Education, hereinafter "Employer" or "Board" recognizes the Swanton Education Association affiliated with the Ohio Education and the National Education Association, hereinafter the "Association", as the sole and exclusive bargaining representative for all the purposes of, and as defined in Chapter 4117 Ohio Revised Code for all full and part-time certificated, non-supervisory personnel, classroom teachers (K-12, adult (where certificate required), special, vocational, and long-term certified substitutes), school counselors, director of guidance, librarians, media and program specialists, school social workers, attendance officers, school nurses, coordinators, department heads, assistant athletic directors, athletic trainer, visiting teachers, advising and critic teachers, non-certificated teachers, tutors, mentors, all grant teachers, virtual academy teacher-coordinator, dean of students, head teachers and retired teachers.

The Association recognizes that the Superintendent, Coordinator of Instruction and Technology, Administrative Assistant, Principals, Associate Principals, Head Athletic Director and other Administrative personnel as defined in Chapter 4117 Ohio Revised Code are excluded from the bargaining unit.

The Employer recognizes that Association representation will include any newly created certificated/licensed position unless employment into the position is governed by Section 3319.02 of the Ohio Revised Code or otherwise excluded herein.

B. PROCEDURES

1. Negotiations will be governed by provisions of Chapter 4117 of the Ohio Revised Code except that negotiations taking place during the term of the Master Agreement shall take place pursuant to the provisions of Article I, Section B, paragraph 2, below.

    a. Negotiations will begin no sooner than April 1 and no later than April 15 in the year prior to the expiration date of the Master Agreement unless the parties mutually agree otherwise. If spring break occurs within the dates of April 1 through April 15, the negotiations period as referenced will be extended one (1) week or April 23rd.

    The Board agrees to provide up to five (5) full school days, unless mutually agreed to by both parties, to negotiate. At the initial session, the parties will exchange their complete packages. After the initial session, new proposals may not be submitted, except by mutual agreement. Each negotiating team may consist of no more than six (6) persons, one of whom may be a consultant. Prior to the completion of each negotiation session, a mutually agreeable time, place, and date shall be set for the next negotiation session.

b. Should the parties reach impasse or fifteen (15) days before the expiration of the Master Agreement, whichever occurs first, the parties agree to submit all unresolved issues to mediation using the assistance of the FMCS. This impasse procedure is the sole and exclusive mutually agreed dispute resolution procedure and supersedes the statutory dispute resolution procedure found in ORC 4117.

c. Final agreement reached through negotiations shall be written and submitted to the Association and Board representatives. The Association shall prepare the final draft which is submitted to the representatives of both sides. The Board will pay for the supplies used in preparing the final draft. If corrections need to be made, the corrections will be made prior to submitting the contract to the Association and the Board for ratification.

d. Should either side fail to ratify the final table agreements, unresolved issues of both sides shall be submitted to Federal Mediation, within five (5) days. The parties agree to negotiate in good faith in the presence of a mediator for a period not to exceed fifteen (15) calendar days. If agreement is not reached, then the Association may strike pursuant to the provisions of ORC 4117.14 (D) (2) and the Board may implement its last and final offer. If agreement is reached and ratified by the parties, the negotiation process will be concluded until the year the contract expires subject to the provisions of Article One, Section B, Paragraph Two, below.

2. In Term Negotiations

a. Should either party seek to open negotiations during the term of the Master Agreement over matters arising since and not negotiated during the negotiations giving rise to the Master Agreement, it is necessary to serve a notice to negotiate upon the other party. Upon receipt of said notice, the parties will bargain for not more than fifteen (15) calendar days. The parties agree to negotiate up to three (3) school days, unless mutually extended. The Board agrees to provide substitutes for those days. Should agreement be reached and ratified by both parties, said agreement is incorporated as of the date of ratification into the Master Agreement.

b. Should the parties reach impasse after fifteen (15) days of negotiations, the parties agree to submit all unresolved issues to mediation for a period of seven (7) days using the assistance of the FMCS. If an agreement cannot be reached after the impasse, a third party agreeable to both sides shall be appointed to hear and decide the subject. His/her decision will be binding on all parties. Each party shall pay its own expenses and the expenses of the third party shall be shared equally by both parties.

C. MAINTENANCE OF STANDARDS

It is understood in the language of this Agreement where there is gender reference, i.e. he, she, his, her, both feminine and masculine shall apply.

ARTICLE TWO
ASSOCIATION RIGHTS/LEAVE

A. ASSOCIATION RIGHTS

1. The Association will receive advance notification of all Board meetings, agendas for said meetings, agenda and non-agenda exhibits and financial statements (recap by fund). The Association President or a designated alternate will have the right to speak at Board meetings in accord with the following procedures:

   a. The agenda for the regular board meeting will be posted on Board Docs by noon on the Monday before the Wednesday board meeting. The SEA representative will submit a written list of agenda items to be addressed to the Board office by 4 p.m. on the Friday preceding the Board meeting.

   b. All other requests to address the Board will be at the discretion of the Board President.

2. The Association will be given a copy of all Board Policies. Further, a copy of Board Policy will be available in each building for study by staff members of each building.

3. The Association shall be permitted use of the school's facilities, equipment, and services for the transaction of official Association business to include, but not be limited to, making announcements at general staff meetings, building meetings, and District meetings at the end of such meetings, and use the public address system for Association announcements subject to usual building procedures.

4. Duly authorized representatives of the Association shall be permitted to transact official Association business on Board property except during student contact time. If a person must leave his/her building of assignment to conduct Association business, the person must notify his/her building principal and indicate where he/she can be located.

5. To the extent required by law, the Association shall have access to employee mailboxes and other facilities where mail is received and the use of the Employer's mail and e-mail system distribution systems.

B. TEACHER INFORMATION

The District shall provide directory information and seniority list to the Association President at the President's request.

C. ASSOCIATION LEAVE

1. The Association President or a designated alternate will be granted a total of five (5) days with pay, each school year for O.E.A. meetings and/or conferences. The substitute cost will be paid for by the Board. Such leave may be used in one-half (1/2) day or full day increments.

The Association President shall be exempt from assigned duties (i.e. bus or car duty, covering classes, etc.) beyond classroom assignments.

2. Teachers elected as official delegates to O.E.A. Representative Assemblies (two (2) Representative Assemblies per year) shall be granted leave in accordance with the number of days of said convention. No expense shall be incurred by the Board except the delegates' normal salary and the cost of the substitute teachers. The Association delegates will notify the immediate supervisors two (2) weeks in advance of said convention.

3. The Board shall grant leave to teachers appointed or elected to a full or part-time position with a professional educational organization such as the O.E.A. under the conditions as set by the governing organization.

   The teacher's pay and benefits will be maintained, with the cost covered by the respective organization.

   Upon returning to Swanton Schools, the teacher will resume a similar teaching position with one year of teaching credit for each year (minimum of one hundred twenty (120) days) served with the organization.

D. NEW TEACHER ORIENTATION

The district shall provide an annual new teacher orientation for all newly hired teachers to take place within seven (7) calendar days of the first day of classes, except when no new teachers are commencing employment at the start of the school year. Any teacher hired after the start of the school year shall be provided an in-person orientation within twenty-one (21) calendar days of the date of hire.

ARTICLE THREE
TEACHER EMPLOYMENT YEAR

A. THE SCHOOL WORK YEAR

The work year of one hundred and eighty-three (183) days, for teachers will be established in connection with Board adoption of the official school calendar with the following guidelines:

1. Five (5) days will be divided as follows: one (1) day will be used as an orientation day and four (4) days will be used as teacher workdays. Professional development days shall be determined as follows: 1 day at the Association's discretion and other PD day(s) to be determined at the superintendent's discretion.

2. All certificated staff members will be required to be in their assigned building no more than a combined total of thirty (30) minutes beyond the required school day for students. This thirty (30) minutes shall not be counted as preparation time for any certificated staff member. The maximum number of hours for the teacher's workday, which includes A1, A4 and A5, will be seven (7) hours for grades K-12. The school year calendar may allow for full day and/or delayed start/early dismissal days for the purposes of district directed in-service training. Early dismissals/delay starts may not be placed on days prior to the Thanksgiving, President's Day, Martin Luther King, Jr. Day, winter, or spring holiday breaks.

   The Board may change the number of periods per day and may have different number of periods at various levels. This shall not extend the negotiated length of the teacher workday. A change of periods per day shall be agreed to annually by the majority of the affected teaching staff.

3. Certificated personnel will not be required to arrive earlier than the delayed opening times when such occurs except when late-starts are scheduled for the purpose of professional development.

4. All teachers shall have a minimum of thirty (30) minutes uninterrupted duty-free lunch period.

5. Teacher preparation time should not be less than forty-two (42) minutes per day or two hundred and ten (210) minutes per week. Time before or after school will not be counted as teacher preparation time. Time spent traveling between buildings will not be counted as teacher preparation time.

6. Teachers may be expected to attend two (2) staff meetings per month beyond the school day, not to exceed ninety (90) minutes per meeting. A staff meeting is a meeting that all full-time staff are required to attend. Labor that falls under the responsibility of current supplemental contracts or is part of a comparable paid position that functions like a supplemental contract shall not be performed as part of a staff meeting. Additional meetings may be scheduled only with mutual consent between the teacher(s) and appropriate administrator. All meetings, however, will be announced a minimum of three (3) working days in advance. Teachers who

miss a staff meeting with be required to make up the time for that meeting by arrangement with the principal.

It is recognized an ever-increasing demand on teacher time exists to attend a variety of meetings above and beyond the schoolwork day.

7. Any additional required meetings beyond the two (2) per month agreed upon will require compensation to the teacher equal to conference/preparation period substitute pay.

8. Teachers will not be required to attend meetings beyond the school day on days when elections are scheduled to occur in Lucas and/or Fulton counties.

9. Physical education, gifted education, speech-hearing, Title1, music teacher and librarian shall be allowed 30 minutes of transition time between buildings not to exceed 60 minutes per day. In the event extenuating circumstances occur, transition time may be lengthened if mutually agreed upon by the administration and the Association.

10. On days where open house is scheduled, the 7 hour contractual day will include time worked during open house. Hours may or may not be consecutive.

B. CALAMITY DAYS

The Board and the Association agree that making up instructional time as early as possible is most beneficial to our students.

1. Beginning on or about the 2nd week of March or as soon as reasonably (not less than ten (10) weekdays) possible after the 10th calamity day, the Swanton Local School district will begin extending the school day by 30 minutes for each day until the last school day in April. Teachers must work for the additional thirty minutes on the extended days and may count this time against their contractually required time ten (10) extended days of 30 minutes equates to one (1) instruction/contractual day.

2. Teachers will not be required to report to work for the first five (5) calamity days or make up contractual time.

3. For each day over five (5) calamity days, teachers will be required to begin keeping track of their time in fifteen (15) minute increments after the first thirty (30) minutes, in which they are working on contractual-related work done outside of their contractually-obligated work day. Each example shall be documented by the teacher and accounted for by the respective building principal. Six and one-half (6.5) hours of qualifying time equates to one contract day. Mutually agreed upon situations that may be applied to qualifying time includes:

    - Being present in the building on the actual calamity day for purposes of completing contract-related work (i.e. work on grading, lesson planning, meeting with staff, etc.) for half (3.25 hours) or full day (6.5 hours)

increments. Teachers must be available virtually/electronically via email, etc. to students during this time.

- Spending time closing up his/her classroom within the first five (5) days of summer break in half (3.25 or full day (6.5) increments.

- Spending time in the classroom before or after school in 15-minute increments outside of the contracted day, provided the teacher is available to students during this time.

- Attendance at school events, such as a basketball game, winter dance chaperone, or "Family Fun Night," where the teacher would serve in some capacity of unpaid "crowd control" or "public relations" for the amount of time present, and where the teacher was not a paid adviser of a sponsoring club at the given event.

C. LEGISLATIVE EXTENSION OF SCHOOL YEAR

If the days of employment are extended by legislative action beyond the number of negotiated days, the base salary will be proportionately increased beyond the negotiated amount.

D. CALENDAR COMMITTEE

A district-wide Calendar Committee consisting of one administrator and a total of three (3) certificated staff members determined by SEA, one (1) each representing elementary K-4, middle school, and high school teachers and a board office representative will meet annually to make recommendations for school calendars up to the next three (3) year(s).

The committee will develop two (2) or three (3) alternative calendars for the next school year(s) and distribute these calendars to both certificated and classified staff members so they can select their choice from the alternative calendars proposed for the next school year(s).

The calendar for the next school year(s) together with the tabulated votes of the certificated and classified staff will be presented to the Board of Education by the Superintendent with the committee's recommendation.

The Board has final say on the school calendar(s) upon the recommendation of the Superintendent and the school administration.

E. CONFERENCE DAYS

At each building, members are obligated to participate in the equivalent of two (2) afternoon/evening parent-teacher conference days (4 hours of conferences per each afternoon/evening) and the members shall receive compensatory time as determined by the calendar committee.

A member who is unable to take part in the afternoon/evening parent-teacher conference day(s) due to a highly unusual situation out of control of the member is

obligated to arrange, through her/his Building Principal, alternate times for the conduct of the parent/teacher conferences outside the regular expected member workday. Members shall contact their building principal within two weeks of the date of said conference to create a plan for making up those hours. If a mutually-agreeable plan is not committed to writing and approved by the building principal before the end of that two week period, the member will be charged for ½ of a sick day.

On non-student contact days, the Superintendent will annually establish the starting and ending time of the member workday whenever District-wide professional development activities/meetings are planned. When a non-student contact day is designated as a preview day or orientation program, starting/ending times of the member workday may be adjusted on a building-level basis so that members are available to visit with new students and parents in the late afternoon/evening.

F. RELEASE DAYS FOR INTERVENTION SPECIALISTS

Intervention Specialists shall receive two (2) release days during the school year upon request. The release days shall be designated for completing SPED/IEP required work or documentation. A substitute shall be assigned to cover the release days. Intervention specialists can make a written request to the director of student services for additional release day(s).

ARTICLE FOUR
MENTORSHIP PROGRAM

The Board and the Association recognize the importance of a quality mentorship program. In order to continue facilitating a high quality, best-practices-based mentorship program for the professional teaching staff, the Board and Association agree to use the ODE's latest recommended "new teacher" program (i.e. PRAXIS, Entry-Year Teacher, Resident Educator, etc.)

In cooperation with the respective building principal, the Mentor Coordinator will make recommendations to the Superintendent for mentor assignments each year as needed. In facilitating the process, the Board will hire a Mentor Coordinator, and per the ODE program outline, the mentors needed to meet those guidelines

Licensed staff new to the Swanton Local School District who are not participating in ODE's latest recommended "new teacher" program may be assigned a mentor. Mentor assignments may be made according to the following guidelines: 4+ years of experience = 1 quarter mentor. Such mentors will provide assistance aimed at acclimating the staff to the district, including providing information on the pupils and community to be served, school policies, procedures and routines, review of the course of study, and the layout and facilities of the assigned building. Such mentors will also provide assistance in acquiring knowledge of the school curriculum, responsibilities for implementing that curriculum, and the instructional resources available for implementing such curriculum.

MENTOR ASSIGNMENT

Teachers new to the district and/or profession will be assigned to a mentor using the following process:

1. Mentor and new licensed staff must be from the same building. Exceptions can be made to this for positions where there are no comparable mentors in the same area in the same building (i.e. school counselor, art, music, etc.)
2. In the event that there are more mentors than new licensed staff and the mentors appear to have equal qualifications:
    a. Mentors closest in subject or grade level assignment to the new licensed staff will be selected.
    b. Attempts should be made to rotate mentor responsibilities within the building.
3. Mentors may have a right to refusal.
4. Not later than nine (9) weeks after the initiation of the mentorship, the mentor and/or new licensed staff may exercise the option to request a new assignment from the Mentor Coordinator.
5. When a need for mentoring arises per the ODE mentoring guidelines beyond two (2) years (such as the current RESA), that mentor needs to be able to facilitate up to 10 teachers. This person must also have a firm understanding of technology, as all of these assessments are technology-driven.
6. Mentors shall receive release of at least three half-days to work collaboratively with their mentee. The mentor shall communicate the need for release time with their mentee and the appropriate building administrator(s)
7. New teachers shall be given a paid mentor for up to two (2) years.

ARTICLE FIVE
PERSONNEL FILE

The Superintendent will develop and implement a comprehensive and efficient system of personnel records, under the following guidelines:

1. The only personnel file for each employee will be accurately maintained in the Board of Education Office.

2. In addition to the application for employment and references, personnel folders will contain records and information relative to compensation, payroll deductions, evaluations, and such other information as may be required by the state or considered pertinent.

3. The Superintendent will take the necessary steps to safeguard unauthorized use of all confidential material. Personnel files are public records under ORC 149.43. Upon request, the Superintendent will provide public access to personnel records in compliance with ORC 149.43. Requests to inspect records will be honored within seventy-two (72) hours after the filing of an inspection request. Inspections may be made only during regular business hours.

   A teacher will be notified if a request has been made to inspect his/her personnel records. Teachers will have the right to be present during the inspection.

   Medical records, records pertaining to adoption, probation, and parole proceedings, records listed in division (A) of Section 3107.42 of the ORC, trial preparation records, confidential law enforcement records, and records the release of which is prohibited by state or federal law, will not be released.

4. Each employee will have the right, upon written request, to review the contents of her/his own personnel file, with the exception of employment recommendations and physician's statement provided to the district on a confidential basis. Such request will be made to the superintendent and scheduled for a time convenient for the parties involved. A central office designee must be present while the review of the folder takes place, and will put the folder back in the personnel file once the inspection is complete. An employee has the right to request copies of information that is present in the file with the exceptions so-noted above. Such copies may be available right away but may also take up to three working days.

5. Employees may make written objections to any information contained in the file. Any written objection must be signed by the staff member and will become part of the employee's personnel file.

6. Teacher performance evaluations, past and present, as agreed to in the Master Agreement, shall be entered in the teachers' permanent record.

7. Complaints Against Teachers

a. Community and school communication ideally should be such that most complaints may be resolved through personal conferences at the school level. Various avenues of contact between professional staff member, pupil, parent, principal, or other appropriate staff personnel should be pursued before using the formal procedures outlined below. To that end, upon receipt of a verbal complaint, the person receiving the complaint will refer the complainant to the teacher affected within six (6) working days. These two parties shall meet in an attempt to resolve the complaint. If the complainant refuses to meet with the teacher, he/she will be referred to the building principal, who shall meet with the complainant to attempt to resolve the complaint. If the building principal is able to resolve the issue, he/she shall advise the affected teacher of the complainant, the nature of the complaint, and its resolution. If such conferences do not lead to an understanding or resolution of the complaint, a complainant may choose to proceed with a formal complaint.

b. Formal complaints may be placed in the teacher's personnel file only after the teacher has been notified, a conference has been held, and the complaint has been signed and dated by the teacher acknowledging receipt of a copy of the complaint. In the event the teacher refuses to sign the complaint, a notation of the refusal will be made, and the complaint may be placed in the teacher's district personnel file. Prior to any formal complaint being placed in the teacher's file, the teacher shall be given the opportunity to file a statement concerning the complaint. The statement must be filed with the immediate supervisor within fifteen (15) working days after notification of a complaint being placed in a member's file. No informal complaints or mention of such complaints shall be placed in a teacher's file.

c. Anonymous complaints shall not be considered unless the complaint involves the health, safety and/or welfare of a student, of another employee, or involves allegations of criminal conduct.

8. Removal of Materials

Information in the personnel file of a teacher may be removed upon the mutual agreement of the staff member and either the Administrator making the entry with the concurrence of the Superintendent, or the Superintendent.

ARTICLE SIX
DUE PROCESS PROCEDURE

A. DUE PROCESS PROCEDURE

1. Except in cases requiring immediate administrative leave, no employee shall be disciplined without first having been given due process in accordance with the following procedures:

    a. Notice of Allegation and Conference: A written notice setting forth the allegations, which, if substantiated, could result in disciplinary action, shall be delivered in person and receipted or sent to the employer by certified mail. The notice shall include the time and place of a conference to discuss the allegations.

    b. Conferences: The conference to discuss the allegations shall be attended by the employee, the employee's Association representative(s), and the Board's representative(s). The conference shall be held no later than ten (10) days following the employee's receipt of the notice of allegations or at the time and place mutually agreed upon by the parties.

    c. Notice of Disposition: The employee and the Association President shall be notified immediately by certified mail of the disposition of the matter. If the determination has been made to take disciplinary action, the notice of disposition shall include the disciplinary action to be taken and the reason(s) for the action.

2. In cases of administrative leave, the written notice of allegations shall be presented to the employee within twenty-four (24) hours following the administrative leave, and the conference shall be held as expeditiously as possible.

3. Privacy of Proceedings: No employee shall be disciplined in the presence of other employees or in public. To the extent provided by law, all matters herein shall be kept confidential.

ARTICLE SEVEN
VACANCY, TRANSFER, ASSIGNMENT

A. DEFINITIONS

VACANCY -- A newly created certificated staff position or an existing position that is open. This includes full time, part time, supplementals, consultants, mentors, and all assignments.

1. The Board will post all teaching vacancies in the various school offices, will e-mail notices of teaching vacancies to teachers, and will notify the President of the Association one (1) week prior to public advertising. After May 31 all vacancies will be posted internally and externally at the same time.

2. The Board will post all supplemental vacancies to Association members first.

    a. In the event a supplemental position becomes available, the board will (re)post the position in accordance with the procedures followed for all teaching vacancies.

3. During the summer months a vacancy list will be sent to all teachers via e-mail to the teacher's school e-mail address. Teachers who want the list sent to an alternate address during the summer must notify the central office of the alternate address no later than May 15.

    a. The list shall include all teaching and supplemental vacancies.

4. The Board will not fill a vacancy in less than one (1) week after the vacancy occurs. Any presently employed certificated staff member who applies for such vacancy will be interviewed before the position is assigned.

5. Building assignment(s), room assignment, course assignment, grade assignment, and other duties for each teacher will be mailed to each teacher by August 1, preceding each school year. A tentative elementary class list will be mailed to each classroom teacher by July 1 preceding each school year.

B. TRANSFERS

Definitions:

1. A transfer shall be defined as a change in assignment by an employee from one basic teaching assignment to another.

2. A voluntary transfer shall be defined as an employee initiated reassignment.

3. An involuntary transfer shall be defined as an employer initiated reassignment of an employee.

C. VOLUNTARY TRANSFERS AND ASSIGNMENTS

1. Applicants for transfer within the system shall be granted an interview with the principal(s) of the building(s) to which the applicant has requested to be transferred in the same or similar fashion used to interview external candidates for the same vacancy. Such consideration shall be given to applicants before new teachers are hired.

D. INVOLUNTARY TRANSFERS-REASSIGNMENT

1. Any member of the bargaining unit who is being involuntarily reassigned, if requested within fifteen (15) days of the notice, shall be granted a conference at a mutually convenient time (preferably within fifteen days of the request) with the Superintendent and building administrator to receive the reasons for such reassignment in writing.

2. Bargaining unit members who are involuntarily transferred under the provisions of this section will be provided an appropriation to purchase supplemental and support materials related to their new position as approved by the building principal.

3. a. Bargaining unit members who are involuntarily transferred under the provisions of this Article will be allotted up to fourteen (14) hours at the casual labor rate (time sheet).

   b. The provisions shall be made for members reassigned to another classroom at the administrator's request.

ARTICLE EIGHT
CLASS SIZE

A. CLASS RATIOS

The Swanton Board of Education and the Swanton Education Association agree that the pupil-teacher ratio is a vital aspect of an effective educational program. The Board of Education will maintain the best ratios possible consistent with the quality of education, fiscal responsibility, and physical (school building) limitations taking into consideration the physical or learning disabilities of students assigned to a class.

Teachers who think they have a disproportionate number of students with disabilities per class should notify their building principal by the end of the first full week of school. Whenever possible, the building principal will solve the problem of student with disabilities ratios by changing student assignments and/or schedules.

The number of students in each kindergarten classroom shall not exceed twenty-three (23) students. If the number of students enrolled exceeds twenty-three (23) in any one classroom, before October 1 of that academic year, another section of kindergarten will be added.

The ratio of teacher to pupils in grade one through grade four on a district wide basis shall be at least one full-time equivalent classroom teacher per twenty-five pupils in average daily membership. No individual classroom in first through grade four shall exceed twenty-eight (28) students.

Instrumental, choral, general music, physical education and team classes are excluded from the above ratios. The Board of Education will attempt to keep these classes within a reasonable limit.

The ratios apply to the district grade one - four enrollment, not to individual classroom ratios.

Due consideration will be given to adding an aide in the academic classroom when the number of students exceed the maximum number in any one class in grade one through grade four.

B. DISPENSING OF MEDICATION

Only the nurse will be required to administer medications or provide nursing services to students. Bargaining unit members may opt to administer medications and provide nursing services to students only after they have been trained by a certified health care training professional.

ARTICLE NINE
GRIEVANCE PROCEDURE

A. PURPOSE

The Swanton Local Board of Education and the Swanton Education Association recognize that, in the interest of effective personnel relations a procedure is necessary whereby members of the bargaining unit can be assured of a prompt hearing and of a fair settlement of their grievances.

B. PROCEDURE

1. **Construction**: Nothing contained in this Article will be construed so as to prevent the informal adjustment of any dispute or difference between the Board and an employee or group of employees. The parties intend and agree that all disputes should be resolved, whenever possible, before the filing of a grievance and the parties encourage open communication between the Board and its teachers so that resort to the grievance procedure will not be necessary. During the grievance process, the Association shall have the right to be present and have the right to intervene at the request of the grievant. Unless the parties enter into a written waiver to the contrary, Steps One and Two of the grievance procedure shall be pursued to completion before any application for arbitration may be made.

2. **Scope**: A grievance is an allegation or complaint that there has been a violation, misinterpretation or misapplication of any of the terms and conditions of this Agreement, Board policy, individual teacher contracts, administration rules or regulations. No teacher shall be disciplined for participation in the grievance procedure. The fact that a teacher files a grievance shall not be utilized for promotion or for employment recommendations. A grievance may be withdrawn at any step without prejudice.

   No grievance shall be reduced to writing unless the underlying dispute has been previously discussed with the building administrator, principal or other with the authority to grant the relief sought.

3. **Step One - Initiation**: A grievance shall be initiated by reducing it to writing, signed by the grievant on a standard form supplied by the Board, containing a statement of facts upon which the grievance is based and a reference to the specific provision of this Agreement which are applicable. This written grievance shall be submitted to the Superintendent, or his designee, within twenty (20) school days from the date of the event giving rise to the grievance or the date the grievant, through the exercise of reasonable diligence, should have known of the event giving rise to said grievance. The Superintendent shall schedule a meeting with the grievant within twenty (20) school days after receipt of the grievance, unless agreed otherwise by mutual consent of the grievant and the Superintendent. No meeting shall be conducted during the assigned classroom hours. The Superintendent or his designee shall take action on the grievance within ten (10) school days following the conclusion of said meeting. The action taken and the reasons for the action shall be reduced to writing and copies sent to

the grievant, Swanton Education Association and the proper building administrator.

4. **Step Two**: If the action taken by the Superintendent or his designee does not resolve the grievance to the grievant's satisfaction, the grievant may appeal to the Board by requesting, in writing, within ten (10) school days of the receipt of the STEP ONE disposition, that the matter be placed on the agenda of the next regularly scheduled meeting of the Board which occurs ten (10) or more school days after receipt of said grievance. If the Board decides to conduct a hearing, said hearing shall be heard in executive session at said meeting unless the parties agree otherwise, but the Board shall vote by roll call in open session with a simple majority vote determining the outcome of the grievance. The treasurer shall supply the grievant and the Swanton Education Association with a written copy of the resolution disposing of the grievance.

5. **Step Three**: If the Board refuses to grant a hearing or the action taken by the Board does not resolve the grievance to the grievant's satisfaction, the grievant may appeal to an impartial arbitrator. A notice of appeal shall be sent to the Superintendent and a copy filed with the Treasurer of the Board of Education within ten (10) school days of receipt of the Board's disposition.

   The parties shall meet and select an arbitrator mutually acceptable to the Board of Education and the grievant. If the parties are unable to agree, the American Arbitration Association shall be requested, by joint notice from the Superintendent and the Association to provide a list of seven arbitrators to hear the matter under (a) the American Arbitration Association Rules for Voluntary Labor Arbitration, or (b) the American Arbitration Association Rules for Expedited Labor Arbitration. The arbitrator shall be selected according to the appropriate procedural format and in no case shall he be selected more than ten (10) school days after receipt by the parties of a list of arbitrators from the American Arbitration Association.

6. **Time Limits:** The time limits provided herein may be extended by mutual agreement of the parties. The failure of the grievant to initiate the grievance or appeal to any next step within the time limits provided shall be considered a withdrawal of said grievance. The failure of the Superintendent, his designee or the Board to timely answer or act at any step shall make the grievance subject to appeal to the next step.

7. **Arbitrator's Decision and Compensation**: The arbitrator will render his decision in writing thirty (30) calendar days, or such additional time as the parties may in writing agree, after any grievance has been submitted to him and his decision, when so rendered as required by law, will be final and binding on the parties and may be enforced in any court of competent jurisdiction. The Board and the Association will bear their own grievance process and arbitration expenses individually and share the arbitrator's fee and expenses equally.

8. **Limitation of Arbitrator's Authority**: The jurisdiction and authority of the arbitrator and his opinion and award shall be limited to the interpretation of the written provisions of this Agreement, application of Board policy, individual teachers' contracts, administration rules or regulations. The arbitrator shall have

no authority to add to or subtract from or in any way modify those matters over which he/she exercises jurisdiction and authority. A court of competent jurisdiction shall be the appropriate forum for the resolution of disputes over whether or not any matter over which the arbitrator exercises jurisdiction and authority is contrary to law.

9. **Jurisdictional Questions:** In any arbitration proceeding where a question concerning the arbitrator's jurisdiction over the grievance is raised, the arbitrator shall make a separate decision on the question of his jurisdiction. In his decision the arbitrator shall first rule upon the jurisdictional issues and, if he determines that he has no jurisdiction, he shall make no decision or recommendation concerning the merits of the grievance. Nothing contained herein shall prohibit the arbitrator from taking all evidence of the jurisdictional issues and the merits of the grievance in a single hearing.

C. EVALUATION POLICY

1. Statements and judgments made by evaluators shall not be considered as grievable items within the scope of the grievance procedure policy.

2. The failure of an immediate supervisor to follow the prescribed procedure within the evaluation policy may give cause for a grievance to be formally filed.

ARTICLE TEN
EVALUATION PROCEDURE

A. ALL EVALUATIONS

1. Purpose of Evaluation

The Board and the Association acknowledge that evaluation is intended to improve performance, promote self-analysis and self-growth, and to provide information for determining contract status and certification. Both parties assume that all certificated staff can improve performance and want to be competent professionals. Both parties also acknowledge that evaluation programs must be coupled with a strong professional development program.

The evaluation procedure contained in this agreement shall not be used in any decision concerning the retention, promotion, removal, reduction, or recall of any teacher until three (3) observations have been completed.

B. EVALUATION FOR LICENSED STAFF (BELOW 50% Instructional)

Licensed bargaining unit members who do not provide instruction at least 50% of the time to students (i.e. school counselors, nurses, etc.) will be observed and evaluated on their performance on typical standards. Typical standards may be found for each respective position on a job description and/or on recent-past evaluation documentation; in any case, such standards would be mutually determined and agreed upon during the pre-observation conference. The process and procedures for the observation and evaluation of these association members and administration will use the same conceptual outline for OTES 2.0 found within.

C. EVALUATION FOR LICENSED STAFF (At Least 50% Instructional)

1. Purpose of Ohio Teacher Evaluation System

The Ohio Teacher Evaluation System (OTES) 2.0 is to serve as a tool to advance the professional development of teachers, to inform instruction, and to assist teachers and administrators in identifying and developing best educational practices in order to provide the greatest opportunity for student learning and achievement.

The Board and Association agree to use the rubrics and forms contained in the ODE's OTES 2.0 training workbook and the processes and procedures outlined in this article as necessary to create a valid evaluation.

2. Standing Joint Committee for OTES 2.0

a. Responsibilities

The association and the board agree to establish an evaluation committee for the purposes of providing reference materials and training staff on the evaluation process, reviewing the process, procedures, and documents associated with the

evaluation system, reviewing High Quality Student Data assessments, and reviewing and determining all criteria and/or methodology associated with OTES 2.0. This committee will also be responsible for making recommendations based on their review for changes and alterations consistent with the law surrounding OTES 2.0. In addition, the evaluation committee will meet for all other business on a monthly, or as needed basis.

b. Committee Composition

(1) The committee shall be comprised of three (3) association members appointed by the association president and three (3) board-appointed representatives (administration).

(2) Committee members shall be representative of elementary, middle school, secondary, and specialty areas (e.g., music, art, special education) and programs (e.g. career tech) within the district whenever possible.

c. Committee Operation

(1) The committee shall be chaired jointly by a committee member from the association and a committee member appointed by the board.

(2) All decisions of the committee shall be achieved by consensus.

(3) Members of the committee shall receive training in all aspects of OTES 2.0, the state adopted evaluation framework, the standards for the teaching profession, teacher of records, shared attribution, and teacher-student data linkage prior to service on the committee. Professional development costs for initial OTES 2.0 training shall be district-directed.

d. Compensation

Committee members will be paid via a supplemental contract as listed in the supplemental salary schedule.

e. Committee Authority

(1) If either party wishes to consider any change or revision to the evaluation procedure, process, instruments used, etc. during the terms of this agreement, it shall be subject to discussion with the evaluation committee. Any changes desired must be presented to the Board of Education by the Superintendent and to the SEA by the SEA president with the committee's recommendation.

(2) The committee shall not have the authority to negotiate wages, hours, or terms and conditions of employment.

(3) The board policy on evaluation shall align with the terms of this agreement.

3. Evaluators

a. Evaluators will be qualified as determined by the credentialing process and in accordance with the law regarding OTES 2.0. The teacher's immediate supervisor (i.e. building principal, assistant principal, director of student services) shall be the evaluator, unless a situation arises making it impossible to do so.

b. The evaluator assigned to a teacher at the beginning of a school year will complete the respective teacher's observation(s) and evaluation cycle for that year, unless a situation arises making it impossible to do so.

c. The evaluator must hold at least one (1) supervisor certificate/license under section 3319.22 of the Ohio Revised Code and must be currently credentialed as stated in Ohio law. Furthermore, unless mutually agreed to by the Superintendent and the Association President prior to an evaluation cycle, the evaluator shall not be a bargaining unit member.

d. If a third-party credentialed evaluator is hired by the Board, the association president and the evaluation committee will be made aware of such plans. All teachers considered for evaluation by a third-party credentialed evaluator will have the courtesy of meeting with the evaluator prior to the beginning of the evaluation process.

4. Evaluation Structure and Procedures

An educator who receives a rating of Accomplished on his/her most recent evaluation shall be evaluated once every three (3) school years.

An educator who receives a rating of Skilled on his/her most recent evaluation shall be evaluated once every two (2) school years.

An educator who receives a rating of Developing or Limited shall be evaluated the following school year.

In any school year that a teacher is not formally evaluated as a result of receiving a rating of Accomplished or Skilled, a credentialed evaluator shall conduct an informal observation of the educator for a minimum of thirty (30) minutes and hold one conference with the educator.

a. Schedule of Evaluation

Per ORC 3319.111, teachers will be evaluated using student growth measures and teacher performance. In using the OTES 2.0 model to assess teacher performance, ongoing communication and collaboration between the evaluator and teacher, fostering a productive and professional relationship, is essential. Based upon researched best practices, the formal observation process consists of a pre-conference, classroom observation(s) and walkthrough(s), and a post-conference.

(1) Pre-Conference

All formal observations shall be preceded by a pre-observation conference between the evaluator and the teacher. Pre-conferences shall occur at a mutually agreed upon time between the teacher and the evaluator. The pre-conference consists of a discussion between the evaluator and the teacher regarding what will be observed during the classroom visit. The purpose of the pre-conference is to provide an opportunity to discuss the following:

- Lesson or unit objective(s);
- Prior learning experiences of the students;
- Characteristics of the students/learning environment;
- Instructional strategies to be used to meet the learning objectives;
- Student activities and materials;
- Differentiation based on needs of students; and
- Assessment data collected to demonstrate student learning.

Teachers shall, upon request, be granted up two hours at the casual labor rate for each observation to prepare for the formal evaluation. Said work shall be performed outside of the contractual day.

At the meeting, the teacher and evaluator shall set a time for the formal observation(s) to take place. If the observation cannot be conducted as mutually set, then the date and time must be collaboratively rescheduled by the evaluator and teacher.

(2) Formal Observation(s)

Each evaluation will consist of at least two (2) formal observations of the teacher for at least thirty (30) minutes each. During the observation, the evaluator will document specific information related to teaching and learning per the Teacher Performance Evaluation Rubric.

The first observation should be completed on or before January 15, with the teacher receiving a written report of the observation no later than January 25. The second observation should be completed by April 15, with the teacher receiving a written report no later than April 25. If additional observations are needed, they may be scheduled between or after these dates. There shall be at least three (3) weeks between formal observations.

(3) Classroom Walkthroughs

Classroom walkthroughs are informal observations consisting of at least three (3) consecutive minutes, but not more than ten (10) consecutive minutes in duration. Walkthroughs may or may not be announced. Whenever possible, teachers will receive feedback the same day as the walkthrough is performed; if this is not possible, teachers will receive feedback no later than 24 hours after the walkthrough. Walkthroughs may be initiated by either the evaluator or the teacher. Each evaluation cycle should consist of no less than two (but no more than eight) classroom walkthroughs.

(4) Post-Conference

A post-observation conference shall be held after each formal observation. The post-observation conference will occur within ten (10) days of the observation unless both parties agree to an extension. During the post conference, the evaluator shall provide feedback using the OTES 2.0 rubric. Each component of the feedback shall be supported by evidence on the OTES 2.0 rubric, in writing. The purpose of the post-observation conference is to provide reflection and feedback on the observed lesson and to identify strategies and resources for the teacher to incorporate in lessons to increase effectiveness. Teachers may bring additional evidence that supports the lesson observed to share with the evaluator within 5 days following the post-conference. The evaluator shall consider such information as evidence of student learning or evidence to support the teacher's performance. The evaluator will make recommendations and commendations which may become part of the teacher's professional growth and/or improvement plan. The evaluator shall provide the teacher with copies of all written documentation including but not limited to notes, scripts, artifacts, and evidence collected during the formal observation.

5. High Quality Student Data (HQSD)

a. Teachers will be notified as to what student assessments that measure mastery of the course content for the appropriate grade level, the data from which may be considered high-quality student data no later than August 1st for the upcoming school year. The high-quality student data shall include value-added progress dimensions, when applicable.

b. The teacher shall submit at least two measures of high-quality student data to provide evidence of student learning attributable to the teacher being evaluated for approval no later than September 26 via the HQSD verification form.

(1) Any HQSD instruments rejected by the evaluation committee shall be returned to the Teacher/group with specific designation of deficiencies by October 17 with a timeline of 10 school days for the resubmittal of the corrected or a differently selected HQSD instrument.

c. Teachers shall submit all HQSD results to his/her evaluator.

6. Professional Growth and Improvement Plans

Professional growth and improvement plans shall be developed as follows:

a. Teachers whose evaluation rating is Accomplished shall develop a self-directed plan for continuing professional growth and shall have input on the credentialed evaluator for their next evaluation cycle as set forth in this agreement.

b. Teachers whose evaluation rating is Skilled shall develop a professional growth plan collaboratively with his/her credentialed evaluator and shall have input on the selection of the credentialed evaluator for their next evaluation cycle as set forth in this agreement.

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

d. Teachers whose evaluation rating is Ineffective shall develop a professional improvement plan with their assigned evaluator, pursuant to the terms of this agreement.

The improvement plan will identify specific areas for improvement of performance and/or student growth and for identifying guidance and support needed to help the teacher improve. A plan of improvement may be initiated by the evaluator based on deficiencies in performance as documented by evidence collected by the evaluator.

When initiated by an evaluator, it is their responsibility to:

- Identify, in writing, the specific area(s) for improvement to be addressed in relationship to the Ohio Standards for the Teaching Profession;

- Specify, in writing, the desired level of performance that is expected to improve and the expected period of time in which to correct the deficiencies;

- Develop and implement a written plan for improvement that will be initiated immediately and include resources and assistance available;

- Determine additional education or professional development needed to improve in the identified area(s); and

- Gather evidence of progress or lack of progress.

Sufficient, reasonable timelines will be established between the evaluator and teacher for improvement in any such plans.

A reassessment of the teacher's performance shall be completed in accordance with the written plan, consisting of at least two additional opportunities for observation of performance. Upon reassessment of the teacher's performance, if the teacher is no longer receiving an "Ineffective" rating, the regular evaluation cycle will resume. If the

teacher's performance continues to remain at an "Ineffective" rating, the evaluator may reinstate the improvement plan with additional recommendations for improvement or take the necessary steps to recommend dismissal.

Professional Growth Plans: A professional growth plan shall be a written plan, self-directed or jointly developed between the teacher and evaluator, designed for the sole purpose of continuing teacher growth focused on areas identified in the teacher's observations and/or evaluation. When applicable, teachers and evaluators will jointly develop professional growth plans.

7. Finalization of Evaluation

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

b. Completion of Evaluation Cycle

(1) The summative evaluation of a teacher shall be based upon a preponderance of the evidence, assessed in a holistic manner, that is aligned to the Ohio Educator Standards relevant to the current evaluation cycle and performance evidence gathered during the walkthroughs and formal observations that are conducted for the current school year.

(2) The evaluation report shall be signed by the evaluator, and the evaluation report shall be signed by the teacher to verify notification to the teacher that the evaluation shall be placed on file. The teacher's signature shall not be construed as evidence that the teacher agrees with the contents of the evaluation report.

(3) The teacher shall be given by the district one (1) copy of all information and documents obtained through the evaluation process and subsequently placed in the personnel file.

c. Response to Evaluation

The teacher shall have the right to make a written response to the evaluation and to have it attached to the evaluation report to be placed in the teacher's personnel file. A copy, signed by both parties, shall be provided to the teacher. Signature by the evaluator, superintendent, or Board's designee shall not be construed as evidence that such individuals agree with the contents of the written response to the evaluation.

8. Due Process

Teachers who disagree with the rating of performance shall be entitled to a meeting with the evaluator and the superintendent upon request.

Teachers who disagree with and provide evidence that identifies errors with, data sources, data collection or calculation, performance ratings, and/or the summative

evaluation rating shall be permitted to request a different credentialed evaluator. Such requests shall be documented and approved by the District.

D. OHIO SCHOOL COUNSELOR EVALUATION SYSTEM

1. Purpose of Ohio Counselor Evaluation System

The Ohio School Counselors Evaluation System (OSCES) is to serve as a tool to advance the professional development of school counselors, to inform instruction, and to assist counselors and administrators in identifying and developing best educational practices in order to provide the greatest opportunity for student learning and achievement.

The Board and Association agree to use the rubrics and forms contained in the ODE's OSCES training workbook and the processes and procedures outline in this article as necessary to create a valid evaluation.

2. Evaluators

a. An Evaluator is a full-time employee of Swanton Local Schools. They are State Credentialed specifically for OSCES evaluations. School Counselors will be evaluated by their direct Supervisor who is state credentialed for OSCES evaluations.

b. The evaluator assigned to the counselor at the beginning of a school year will complete the respective counselor's observation(s) and evaluation cycle for that year, unless a situation arises making it impossible to do so. When an evaluator is unable to complete their portion of the evaluation process due to physical or mental incapacity or unavailability, another OSCES credentialed evaluator will be assigned to complete the evaluation according to ODE guidelines. The newly assigned evaluator shall be by mutual agreement between the affected counselor and the superintendent.

c. The evaluator must hold at least one (1) supervisor certificate/license under section 3319.22 of the Ohio Revised Code and must be currently credentialed as stated in Ohio law. Furthermore, unless mutually agreed to by the Superintendent and the Association President prior to an evaluation cycle, the evaluator shall not be a bargaining unit member.

d. If a third-party credentialed evaluator is hired by the Board, the association president and the evaluation committee will be made aware of such plans. All teachers considered for evaluation by a third-party credentialed evaluator will have the courtesy of meeting with the evaluator prior to the beginning of the evaluation process.

3. Evaluation Structure and Procedures

A counselor who receives a rating of Accomplished on his/her most recent evaluation shall be evaluated once every three (3) school years.

A counselor who receives a rating of Skilled on his/her most recent evaluation shall be evaluated once every two (2) school years.

A counselor who receives a rating of Developing or Limited shall be evaluated the following school year.

In any school year that a counselor is not formally evaluated as a result of receiving a rating of Accomplished or Skilled, a credentialed evaluator shall conduct an informal observation of the counselor for a minimum of thirty (30) minutes and hold one conference with the counselor.

a. Schedule of Evaluation

Per ORC 3319.111, counselors will be evaluated using student growth measures and counselor performance. In using the OSCES model to assess counselor performance, ongoing communication and collaboration between the evaluator and counselor, fostering a productive and professional relationship, is essential. Based upon researched best practices, the formal observation process consists of a pre-conference, classroom observation(s) and walkthrough(s), and a post-conference.

(1) Pre-Conference

All formal observations shall be preceded by a pre-observation conference between the evaluator and the counselor. Pre-conferences shall occur at a mutually agreed upon time between the counselor and the evaluator. The pre-conference consists of a discussion between the evaluator and the counselor regarding what will be observed during the classroom visit. The purpose of the pre-conference is to provide an opportunity to discuss the following:

- Objective(s) of school counseling activity;
- Experiences of the individuals in the session;
- Characteristics of the students/learning environment;
- Strategies to be used to meet the objectives;
- Differentiation based on needs of students; and
- Assessment data collected to demonstrate student learning.

Counselors shall, upon request, be granted up two hours at the casual labor rate for each observation to prepare for the formal evaluation. Said work shall be performed outside of the contractual day.

At the meeting, the counselor and evaluator shall set a time for the formal observation(s) to take place. If the observation cannot be conducted as

mutually set, then the date and time must be collaboratively rescheduled by the evaluator and counselor.

(2) Formal Observation(s)

Each evaluation will consist of at least two (2) formal observations of the counselor for at least thirty (30) minutes each. During the observation, the evaluator will document specific information related to school counseling activities per the School Counselor Evaluation Rubric.

The first observation should be completed on or before January 15, with the counselor receiving a written report of the observation no later than January 25. The second observation should be completed by April 15, with the counselor receiving a written report no later than April 25. If additional observations are needed, they may be scheduled between or after these dates. There shall be at least three (3) weeks between formal observations.

Formal Observations CANNOT occur during confidential student sessions. Formal Observations MAY be scheduled for, but not limited to, the following situations: counselors working in classrooms, small group settings, planning meetings, IEP meetings, etc.

(3) Informal Observation(s)

Informal observations should last not more than 15 consecutive minutes. Evaluators should conduct observations that they can follow up on either the same or next day. Follow-up will be in writing no later than 24 hours after the informal observation. The evaluator should extend to the school counselor an invitation to discuss any comments provided face-to-face. The evaluator may also offer resources to help school counselors refine their practice.

(4) Post-Observation

A post-observation conference shall be held after each formal observation. The post-observation conference will occur within ten (10) days of the observation unless both parties agree to an extension. The purpose of the post-observation conference is to provide reflection and feedback on the observed activities and to identify strategies and resources for the counselor to incorporate in future activities to increase effectiveness. Counselors may bring additional evidence that supports the activities observed to share with the evaluator at the conference. The evaluator may consider such information as evidence of student learning or evidence to support the counselor's performance. The evaluator will make recommendations and commendations which may become part of the counselor's professional growth and/or improvement plan. The evaluator shall provide the counselor with copies of all written documentation including but not limited to notes, scripts, artifacts, and evidence collected during the formal observation.

4. School Counselor Standards and Metric of Student Outcomes (MSO's)

State Board adopted six (6) Standards and a Student Metric. Counselors must receive a rating in each of the six (6) Standards plus the Student Metric, via written evaluation. Each rating counts for 1/7 of the final summative score.
According to the rubric and ODE, a counselor must demonstrate positive change in all three (3) domains of the Student Metric (Academic Achievement, College/Career, Social/Emotional) to receive a rating of Accomplished. Each school counselor will develop their own individual Student Metric based on the activities and duties assigned to the individual counselor.

Counselors shall submit all MSO results to the assigned evaluator by the last Friday in April. Evaluators shall conduct a final meeting with the individual counselor to discuss MSO results by May 10th.

5. Professional Growth and Improvement Plans

Professional growth and improvement plans shall be developed as follows:

a. Counselors whose evaluation rating is Accomplished shall develop a self-directed plan for continuing professional growth and shall have input on the credentialed evaluator for their next evaluation cycle as set forth in this agreement.

b. Counselors whose evaluation rating is Skilled shall develop a professional growth plan collaboratively with his/her credentialed evaluator and shall have input on the selection of the credentialed evaluator for their next evaluation cycle as set forth in this agreement.

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

d. Counselors whose evaluation rating is Ineffective shall develop a professional improvement plan with their assigned evaluator, pursuant to the terms of this agreement.

The improvement plan will identify specific areas for improvement of performance and/or student growth and for identifying guidance and support needed to help the counselor improve. A plan of improvement may be initiated by the evaluator based on deficiencies in performance as documented by evidence collected by the evaluator.

When initiated by an evaluator, it is their responsibility to:

- Identify, in writing, the specific area(s) for improvement to be addressed in relationship to the Ohio Standards for the Counseling Profession; and

- Specify, in writing, the desired level of performance that is expected to improve and the expected period of time in which to correct the deficiencies; and

- Develop and implement a written plan for improvement that will be initiated immediately and include resources and assistance available; and

- Determine additional education or professional development needed to improve in the identified area(s); and

- Gather evidence of progress or lack of progress.

Sufficient, reasonable timelines will be established between the evaluator and counselor for improvement in any such plans.

A reassessment of the counselor's performance shall be completed in accordance with the written plan, consisting of at least two additional opportunities for observation of performance. Upon reassessment of the counselor's performance, if the counselor is no longer receiving an "Ineffective" rating, the regular evaluation cycle will resume. If the counselor's performance continues to remain at an "Ineffective" rating, the evaluator may reinstate the improvement plan with additional recommendations for improvement or take the necessary steps to recommend dismissal.

Professional Growth Plans: A professional growth plan shall be a written plan, self-directed or jointly developed between the counselor and evaluator, designed for the sole purpose of continuing counselor growth focused on areas identified in the counselor's observations and/or evaluation. When applicable, counselors and evaluators will jointly develop professional growth plans.

6. Finalization of Evaluation

a. Written Report – Before the evaluation cycle is final, and not later than May 10, a copy of the formal written evaluation report shall be given to the counselor and a conference shall be held between the counselor and the evaluator.

b. Completion of Evaluation Cycle

(1) The summative evaluation of a counselor shall be based upon a preponderance of the evidence, assessed in a holistic manner, that is aligned to the Ohio Counselor Standards relevant to the current evaluation cycle and performance evidence gathered during the informal and formal observations that are conducted for the current school year.

(2) The evaluation report shall be signed by the evaluator, and the evaluation report shall be signed by the counselor to verify notification to the counselor that the evaluation shall be placed on file. The counselor's signature shall not be construed as evidence that the counselor agrees with the contents of the evaluation report.

(3) The counselor shall be given by the district one (1) copy of all information and documents obtained through the evaluation process and subsequently placed in the personnel file.

c. Response to Evaluation

The counselor shall have the right to make a written response to the evaluation and to have it attached to the evaluation report to be placed in the counselor's personnel file. A copy, signed by both parties, shall be provided to the counselor. Signature by the evaluator, superintendent, or Board's designee shall not be construed as evidence that such individuals agree with the contents of the written response to the evaluation.

7. Due Process

Teachers who disagree with the rating of performance shall be entitled to a meeting with the evaluator and the superintendent upon request.

Counselors who disagree with and provide evidence that identifies errors with, data sources, data collection or calculation, performance ratings, and/or the summative evaluation rating shall be permitted to request a different credentialed evaluator. Such requests shall be documented and approved by the District.

ARTICLE ELEVEN
PROFESSIONAL STAFF CONTRACTS

A. TYPES OF CONTRACTS

Contracts of employment shall be issued to all professional personnel. Contracts are by and between the staff member and the Board of Education.

There are two basic types of contracts as follows:

1. Limited Contract

   All teachers new to the school district will be employed on a limited contract for one year and will continue on limited contracts until qualified for and awarded continuing contract status.

   A limited contract is entered into by the Board with each teacher who: (1) has been employed by the Board for less than three years and/or holds an Ohio temporary or provisional certificate; or five (5) year license; or (2) is eligible for continuing contract status but is placed on an extended limited contract.

2. Continuing Contracts

   a. Any teacher employed by the Board who will become eligible for a continuing contract for the succeeding year, and/or expiration of the current limited contract, shall provide written notice to the Superintendent that the teacher is eligible for a continuing contract no later than February 1 of the school year in which their current limited contract with the Board shall expire. This notification must include written documentation supporting the teacher's claim for continuing contract. It is the teacher's responsibility to maintain and track all documents necessary to be approved for continuing contract. A teacher may withdraw his/her request for a continuing contract at any time prior to Board action.

   b. Failure to notify the Superintendent by February 1 shall be a waiver of the teacher's eligibility for the continuing contract for the following school year. If the teacher fails to notify the Board and the teacher is re-employed, he/she may be given a one (1) year limited contract for the following school year rather than a continuing contract. Notice received after February 1 shall not serve as the notice required by this section for the following school year.

   c. If a teacher reaches eligibility during the term of a multi-year limited contract, the teacher may still notify the Board of his/her eligibility and the Board may grant the teacher a continuing contract.

   d. Upon being notified by the teacher of his/her eligibility, the Board may grant the teacher a continuing contract.

e. A teacher becomes eligible for a continuing contract upon satisfaction of one of the following:

1. Teacher has been employed by the Board for a period of two (2) years and the teacher has previously attained continuing contract status in another public school district.

2. Teacher has been employed in the school district three (3) of the last five (5) years and has a professional license, and:

   a. if the teacher held his/her master's degree at the time of the issuance of the initial license, the teacher has completed six (6) semester hours of graduate coursework in the area of licensure or in an area related to the teaching field since the initial issuance of the certificate or license; or

   b. if the teacher did not hold his/her master's degree at the time of the issuance of the initial license, the teacher has completed thirty (30) semester hours of coursework in the area of licensure or in an area related to the teaching field since the initial issuance of the certificate or license.

4. Upon receiving the notice from the teacher that he/she is eligible for continuing contract and after having completed the evaluations of the teacher as required by Article 9, if the Board believes that the teacher is in need of further professional development, the Superintendent may recommend the issuance of a one (1) year extended limited contract to the teacher. If the Superintendent intends to recommend an extended limited contract, the Superintendent must advise the teacher, in writing, of the reasons for this recommendation and shall meet with the teacher upon the teacher's request.

5. The provisions of this Section are intended to, and shall supersede and replace any conflicting provisions of Ohio Revised Code Section 3319.07, 3319.08, 3319.11, 3319.111, 3319.22, Chapter 3301-24 of the Ohio Administrative Code and any all other provisions of the Ohio Revised Code or Ohio Administrative Code governing the issuance and granting of continuing contracts.

3. Special Types of Limited Contracts

a. Supplemental Contracts

A supplemental contract will be entered into with each teacher performing assigned supplemental duties for which compensation is paid in addition to compensation allowed for regular teaching duties. Such contracts do not necessarily coincide in length with the teaching contract. Elimination of assignments for extra duties will be made at the discretion of the administration, subject to approval by the Board.

If two or more members apply in writing for a non-athletic position, a formal interview shall be granted by the supervising administrator. If two or more members apply in writing for an athletic position, a formal interview shall be granted by one of the following: administrator, athletic director, or head coach. Formal is defined as a set time and place preferably not during school hours. The interview may be conducted during the member's preparation time if this is mutually agreed upon.

b. Extended Day Contracts

All Extended Day contract supplementals may only be used on days outside the 183 day calendar school year. All extended day contracts will be documented on a casual labor form and verified by the building principal.

ARTICLE TWELVE
NON-RENEWAL AND TERMINATION

A. NON-RENEWAL

1. Any teacher receiving written notice of the intention of the Board of Education not to re-employ him/her may, within ten days of the date on which he/she received the notice, file with the Treasurer of the Board of Education a written demand for a written statement describing the circumstances that led to the Board's intention not to re-employ the teacher.

2. The Treasurer on behalf of the Board, shall, within ten days of the date on which he/she receives a written demand for a written statement provide to the teacher a written statement describing the circumstances that led to the Board's intention not to re-employ the teacher.

3. Any teacher receiving a written statement describing the circumstances that led to the Board's intention not to re-employ the teacher may, within five days of the date on which he/she received the statement, file with the Treasurer a written demand for a hearing before the Board.

4. The Treasurer on behalf of the Board, shall, within ten days of the date on which he/she receives a written demand for a hearing provide to the teacher a written notice setting forth the time, date, and place of the hearing. The Board shall schedule and conclude the hearing within forty days of the date on which the Treasurer of the Board receives a written demand for a hearing.

5. Any hearing conducted pursuant to this division shall be conducted by a majority of the members of the Board. The hearing shall be held in executive session of the Board unless the Board and the teacher agree to hold the hearing in public. The Superintendent, Assistant Superintendent, the teacher, and any person designated by either party to take a record of the hearing may be present at the hearing. The Board may be represented by counsel and the teacher may be represented by counsel or a designee. A record of the hearing may be taken by either party at the expense of the party taking the record.

6. Within ten days of the conclusion of a hearing conducted pursuant to this division, the Board shall issue to the teacher a written decision containing an order affirming the intention of the Board not to re-employ the teacher reported in the notice given to the teacher or an order vacating the intention not to re-employ and expunging any record of the intention, notice of the intention, and the hearing conducted pursuant to this division.

7. A teacher may appeal an order affirming the intention of the Board not to re-employ the teacher to the Common Pleas Court within thirty days of the date on which the teacher receives the written decision.

8. Notice

a. In giving a teacher any notice required by this section of the Agreement the Board or the Superintendent shall do either of the following:

(1) Deliver the notice by personal service upon the teacher;

(2) Deliver the notice by certified mail, return receipt requested, addressed to the teacher at his/her place of employment and deliver a copy of the notice by certified mail, return receipt requested, addressed to the teacher at his/her place of residence.

b. In giving the Board of Education any notice required by this section of the Agreement, the teacher shall do either of the following:

(1) Deliver the notice by personal delivery to the office of the Superintendent during regular business hours;

(2) Deliver the notice by certified mail, return receipt requested, addressed to the office of the Superintendent and deliver a copy of the notice by certified mail, return receipt requested, addressed to the President of the Board at his place of residence.

c. When any notice and copy of the notice are mailed the notice or copy of the notice with the earlier date of receipt shall constitute the notice.

9. The provisions of this section shall not apply to any supplemental written contracts entered into pursuant to Section 3319.08 of the Revised Code.

10. The procedures for non-renewal shall supersede the non-renewal requirements of ORC Section 3319.11.

B. TERMINATION

The termination of any member of the bargaining unit may take place only under provisions of O.R.C. 3319.16.

ARTICLE THIRTEEN
REDUCTION IN FORCE (RIF)

A. REASONS FOR REDUCTION IN FORCE

When necessary, the Board of Education may reduce the number of teaching positions, but such reductions shall be limited to such reasons as:

1. Decline in student enrollment.
2. Return to duty of regular teachers after leaves of absence.
3. Suspension of schools, or territorial changes affecting the district.
4. If the District is placed under fiscal caution, watch or emergency
5. If state law is passed permitting reductions for economic reasons, then this language shall conform.

B. PROCEDURES FOR THE ORDER OF REDUCTION IN FORCE

If staff reductions are deemed necessary for any of the above reasons, the reduction shall be made as follows:

1. a. Seniority shall be defined as continuous employment of a teacher beginning with the teacher's date of last hire, as per Board action. Continuous employment shall include all time on sick leave, approved leaves of absence and all time during suspension if the teacher is reinstated. A break in seniority occurs whenever a teacher leaves the bargaining unit with the exception of a teacher who serves as an administrator for no more than one (1) year before returning to the bargaining unit. Non-bargaining unit seniority may not be applied or added to bargaining unit seniority.

   b. In cases of persons with the same hiring date, seniority will be based upon the total years of teaching experience; provided however, while leaves of absence do not interrupt seniority, for purpose of this sub-paragraph only, the duration of the leave will not be included in the accumulation of seniority. If there are still persons with equal teaching experience, seniority will be determined by a lottery system.

2. Each teacher affected by the reduction, based on area of licensure, shall be placed in one of the following categories:

   a. Category 1A, which shall contain all teachers on limited or extended limited contracts with a composite evaluation rating of ineffective;

   b. Category 1B, which shall contain all teachers on continuing contracts with a composite evaluation rating of ineffective;

   c. Category 2A, which shall contain all teachers on limited or extended limited contracts with a composite evaluation rating of developing;

d. Category 2B, which shall contain all teachers on continuing contracts with a composite evaluation rating of developing;

e. Category 3A, which shall contain all teachers on limited or extended limited contracts with a composite evaluation rating of skilled;

f. Category 3B, which shall contain all teachers on continuing contracts with a composite evaluation of skilled;

g. Category 4A, which shall contain all teachers on limited or extended limited contracts with a composite evaluation rating of accomplished;

h. Category 4B, which shall contain all teachers on continuing contracts with a composite evaluation of accomplished.

Reductions shall be made in the following order: Category 1A, 2A, 3A, 4A, 1B, 2B, 3B, 4B until all necessary reductions have occurred. Within each category above (2A-2H), suspension of contracts shall be on a last employed-first to be suspended by area of licensure.

3. When the Superintendent determines that staff reduction is necessary, the following procedure will apply:

   a. No less than ninety (90) calendar days prior to the date of the actual reduction in force, written notice of the effective date will be provided to the Association and the membership. The notice will identify the potential positions to be eliminated and staff persons effected. The notice will contain a then current seniority list noting each certified staff member's date of hire, the members' areas of certification on file in the personnel records, and category of evaluation (as listed above) and contact status of each member. Errors in seniority dates or certifications will not delay the reduction in force if the information contained in the notice to the Association is that contained in the personnel records.

   b. Within ten (10) calendar days the Superintendent will meet with the Association to discuss the reduction in force and prepare a reduction in force list and restructuring plan.

   c. Within five (5) calendar days the Superintendent will notify each teaching staff member whose contract is to be suspended of the effective date thereof.

4. Notices to be provided hereunder are effective on the date of personal delivery to the staff member affected, or posting by regular mail to their last home address on record with the district.

C. PROCEDURES FOR RECALL

1. The Superintendent's Office will prepare and maintain a list, by category of evaluation (as listed above), contract status, and seniority of the teachers laid off and the teachers working but displaced from their original position; said list shall be provided to the Association any time a change is made thereto.

2. In the case of recall, the Superintendent will determine the number of positions to be filled.

3. Teachers working, but still displaced from their original position will then have the opportunity to return to their original position, if vacant.

4. In order to achieve the return of laid off teachers before hiring new employees, taking into consideration the certification of laid off teachers on the recall list, the Superintendent may reassign teachers who are still working in order to provide a maximum of full time openings for recall.

5. Thereafter, teachers laid off will be recalled to the remaining openings as follows

   a. Recall shall be made in the following order: Category 4B, 3B, 2B, 1B, 4A, 3A, 2A, 1A. Within each category, recall of teachers shall be on a last out-first in basis.

   b. Positions for which there are no certificated personnel working or laid off, may be offered, on a category of evaluation (as listed above), contract status, and seniority basis, to teachers on the recall list provided they obtain temporary certification for the position, as determined by the Superintendent, pursuant to State standards.

   c. Teachers on the recall list will have two weeks in which to respond after being notified by mail, sent to the last current address, of an open position.

      EXCEPTION: If a vacancy occurs within the three (3) week period of time immediately preceding the first day of a new school year, the Board may fill the vacancy after five business days.

   d. When recalled to a full time position, full contract salaries and benefits will be paid on a pro-rata basis.

   e. The recall list shall be maintained as long as there are persons eligible to remain on the list. A person's name shall remain on the list for a period of two (2) years unless he/she elects to have it removed or resigns from the system. It is the responsibility of the teacher to notify the administration of any changes in area of certification.

D. SUBSTITUTION OPPORTUNITY

Teachers laid off and not working in a full time position who choose to be placed on the sub list, will be called, before regular substitutes, for daily substitution according to category of evaluation (as listed above), continuing contract status, and seniority date of hire and for long term substitution by area of certification, continuing contract status and seniority date of hire.

E. RELEASE FROM CONTRACT

Teachers, who are displaced due to a reduction in force, will be released from their contract upon request. Teachers, who are reduced to part time status due to a reduction in force, will be released from their contract upon request provided the position can be filled by a qualified teacher.

F. FRINGE BENEFITS FOR EMPLOYEES REDUCED TO PART-TIME

1. A person whose contract is reduced due to a RIF prior to that person's contract year will be eligible for pro rata benefits as outlined in Article 16 paragraphs F. 2. & F. 3.

2. If a person is employed less than full time because of reduction in force, the Board will continue all fringe benefits relating to medical, dental and life insurance for the balance of the contract year. Benefits for subsequent years will be as outlined in Article 16 paragraphs F. 2. & F. 3.

ARTICLE FOURTEEN
LEAVES AND ABSENCES

A. SICK DAYS

Definition: Sick days are considered to be those days when the employee is not present at school for the reasons listed below and is paid for such days. "Sick Leave of Absence" is considered to be those days when an employee is not present at school and is not paid.

1. Accumulation

   a. Members shall accrue an unlimited number of sick days, but the number 250 will be used to calculate the final severance payout.

   b. Sick days shall accrue at the rate of one and one-fourth (1-1/4) days per month. The maximum allowable for any one contract year shall be fifteen (15) days. Accruing shall occur while sick days are being used.

2. New employees

   a. All newly employed persons in the Swanton Local Schools shall be granted five (5) sick days as of the first official day of the school year. These five (5) days are construed as being concurrent with, but not in addition to, the one and one-fourth (1-1/4) days per month allowed.

   b. Accrued credits shall be allowed to employees transferring their employment from other Boards of Education or other political subdivisions in the State of Ohio, provided credits have been computed under the minimum requirements of the laws of the State of Ohio. Accrued credits from such other sub-divisions will not be allowed to exceed the maximum allowable within the Swanton Local Schools. Credit will only be allowed if said employee has accrued a part or all of such credit within ten (10) years of employment by the Swanton Local Schools.

3. Sick Leave-of-Absence

   a. Any person whose personal illness may extend beyond the period of compensation provided by the accumulated sick days provisions, shall be granted a sick leave-of absence without pay or use the sick leave pool. The sick leave shall be for a period not to exceed two years.

      A teacher may request sick leave-of-absence in lieu of sick days.

      A request for sick leave-of-absence shall be accompanied by a letter from the attending physician indicating that a leave-of-absence is necessary and approximate duration of the leave.

b. Under any unpaid leave-of-absence (except approved FMLA leave), the Board, providing the insurance carrier agrees, will allow a teacher to remain part of the group medical insurance plan if the teacher pays the amount of the monthly premiums. Checks should be written payable to the Board. Payments must be received by the Board by the 25th day of each month preceding the due date of the premium. Failure to do so will result in the cancellation of the insurance coverage. Teachers must pay their portion of the premium during any FMLA leave.

4. Use of sick days

Sick days may be used for personal illness, pregnancy, birth, adoption, injury, exposure to contagious diseases which could be communicated to others, and up to five (5) school days per occurrence for absence due to injury, illness or death in the employee's immediate family. Medical appointments for routine visits should be scheduled outside of regular work hours when possible. The use of sick days for illness in the immediate family is restricted to cases of serious illness that requires the teacher's presence as recommended by a physician.

As used in this section, "immediate family" means parents or legal guardian, grandparents, brothers, sisters, spouses, sons, daughters, mother-in-law, father-in-law, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, grandchildren and others living in the same household. Exceptions to the definition of immediate family may be made on an individual basis by the Superintendent.

An absence of up to three (3) workdays shall be granted to employees who have a death in the extended family. The term "extended family" when used in this agreement shall mean aunt, uncle, niece, nephew, or cousin. The Superintendent may make exceptions to the definition of extended family on an individual basis.

The denial of an exception by the Superintendent shall be non-grievable and non-appealable.

5. Attendance Incentive

For purposes of the attendance incentive, sick days/leave shall mean use of sick leave for reasons other than approved FMLA leave, maternity/paternity leave, leave certified by a physician for medical conditions recognized under the Americans with Disabilities Act (ADA), and sick leave used for the purposes of bereavement.

During the 2023-2024 contract year, members accumulated 755 sick days. These sick days shall be the baseline for the following attendance incentive.

Should the bargaining unit members reduce the number of sick days to 450 in year 1 of this contact, 425 in year 2 of this contract, and 400 in year 3 of this contract, then in such an event, the substitute employee cost savings realized by the Board for such an employee reduction shall be equally distributed to those bargaining unit members who: (a) worked a minimum of 120 paid work days in the contract year;

and (b) used 5 days or less of their paid sick leave during that contract year. Realized incentive payments shall be made during the second pay in June of the contract in which the aforementioned attendance goal is met.

6. Sick leave pool

   a. The parties agree to create a sick leave pool.

   b. The pool will be established on a voluntary basis with any contributing member of the bargaining unit donating a minimum of five (5) sick leave days. Employees who donate to the sick leave pool will have the number of donated sick leave days deducted from their accumulated sick leave.

   c. Teachers will inform the Superintendent and the SEA President of their need for additional sick leave days. The SEA President and the applicant will then be responsible for notifying the membership of the need for additional sick days.

   d. Teachers wishing to contribute to the pool may do so by notifying in writing the Board appointed sick leave coordinator of the number of days they wish to contribute.

   e. When teachers exhaust their sick leave days, they may apply for the number of days needed to resolve their medical problems. The maximum number of days a teacher will be allowed to apply for is the remainder of the school year, plus ten days.

   f. Any unused portion of the donated sick leave shall be returned to the sick leave pool at the end of the year where it shall remain for two (2) years.

   g. The sick leave pool may only be used for a serious health condition(s) (illness, injury, impairment, or physical or mental condition) that involves inpatient care or continuing treatment by a health care provider of an individual or of an individual's family member that causes extended absence from work. (Refer to Section A.4 for use of sick days.)

   h. An employee must make application for STRS disability during the first thirty (30) days of use of the sick leave pool. If an employee fails or refuses to make application for STRS disability within thirty (30) days from the date of first draw, they will lose the privilege of using the sick leave pool beyond the initial thirty (30) days. The employee may continue to use the sick leave pool until the STRS disability decision is rendered. If application for STRS disability is denied, the employee shall continue to use the sick leave pool. The time restriction and the requirements may be waived by the Board.

   i. If an employee is accepted to draw disability under the STRS, the employee will not be eligible to continue the use of the sick leave pool.

7. Sick Leave Loan

The Superintendent, may, at his/her discretion, advance up to fifteen (15) sick leave days to the employee provided the employee has exhausted all other sources of paid time off and if they are not eligible for the sick leave pool. If the employee ends employment with the district, he/she must pay back the cost of any advanced days out of his/her final pay.

B. FAMILY MEDICAL LEAVE ACT

The Board will adhere to the regulations of the Federal Family Medical Leave Act (FMLA) of 1993, as amended. FMLA may be used for a serious health condition(s) (illness, injury, impairment, or physical or mental condition) that involves inpatient care or continuing treatment by a health care provider of an individual or of an individual's family member.

This includes, but is not limited to incapacity due to pregnancy, prenatal medical care, or child birth; caring for the employee's child after birth, or placement for adoption or foster care; caring for the employee's spouse, child, or parent with a serious health condition; or the serious health condition of the employee that makes the employee unable to perform the employee's job.

FMLA may be used intermittently or continuously during the 12-month period. FMLA shall not be counted on days when a member is not required to report to work for regular workdays (i.e. spring break, holidays, summer, calamity days, etc.).

For an individual, the employee must provide the documentation that supports using FMLA at least thirty (30) days prior to the leave if possible. For a family member, the employee must provide documentation that supports using FMLA at least fifteen (15) days prior to the leave, if possible.

C. MATERNITY/PATERNITY/ADOPTION LEAVE

1. Leave-of-absence for reason of maternity/paternity/adoption shall be granted by the Board.

2. The period of leave may be up to one academic year. An academic year shall be defined as that listed on the school calendar. Staff on a one year leave of absence do not qualify for sick leave usage or accumulation and must pay the total amount of monthly premiums for medical and dental insurance.

3. The teacher may choose to shorten or lengthen the leave period by mutual agreement of the teacher and the Superintendent.

4. The teacher may be required to forfeit supplemental contracts during the leave period.

5. Under any unpaid Maternity/Paternity/Adoption Leave (except FMLA leave), the Board, providing the insurance carrier agrees, will allow a teacher to remain part of the group medical insurance plan if the teacher pays the amount of the monthly premiums. Checks should be written payable to the Board. Payments must be received by the Board by the 25th day of each month preceding the due date of

the premium. Failure to do so will result in cancellation of insurance coverage. Teachers must pay their portion of the premium during any FMLA leave.

6. Sick leave may be eligible in the case of adoption.

7. A teacher may use up to 60 consecutive workdays of Sick Leave, from the birth of the baby, for a Maternity/Paternity Leave. The twelve-week maternity/paternity leave timeline begins with the birth of the baby regardless of when it occurs during the calendar year. If additional Sick Leave is requested, certification by a physician would be required.

D. PROFESSIONAL LEAVE

1. Professional staff members are encouraged to attend and/or conduct professional meetings that contribute to the education program. The following procedure shall be used:

   a. Prior to attending a meeting, a request will be submitted to the building principal for approval and forwarded to the Superintendent for approval through the employee absence management system.

   b. Permission must be obtained through the employee absence management system before the staff member leaves to attend such meetings.

   c. When authorized, transportation, lodging, meals, registration and compensation for necessary substitute will be paid in total by the Board. The expenses will be paid at the IRS maximum allowance for overnight professional leave only. Registration(s), lodging, and commercial transportation may be prepaid by the Board when the amount exceeds twenty-five dollars ($25.00) if the payment request is submitted at least ten (10) days prior to the payment date.

   d. Overnight stays will be authorized for distances less than 175 miles only if the actual meeting begins prior to 10:00 a.m.

   e. The employee should choose the most economical means of utilizing the training allowance. Travel shall not exceed one workday to or one workday from the training site.

   f. Prior to granting approval for professional leave, the building principal will review the requestor's number of sick days used up to that point in time. An excessive number of sick days may result in denial of the request.

2. Professional leave fund shall be allocated from September 1st to August 31st. The total funds shall consist of at least 100% of the negotiated base salary.

   Each building shall be allocated a portion of the SEA professional leave fund based on an allocation of an equal portion of said funds per members in that building. Such funds shall not be accumulated and available for an employee's use beyond the budget year for which they are granted. All members shall have

access to their building's portion of the SEA professional leave fund. Though there is no maximum reimbursement rate per teacher, exorbitant travel and/or lodging requests may not be granted. Upon request, members shall receive access to a statement regarding available funds in their building's SEA professional leave account. If any given building spends all of its allocated funds for the year, building administration may request a reallocation of funds from the other building's SEA professional leave account(s).

3. In considering whether to grant permission to a teacher to attend a professional meeting which would result in the teacher's absence from the classroom, the following factors will be taken into account:

   a. The benefit that might result to the teacher.

   b. The benefit that might result to the school system.

   c. That one teacher might be selected to represent a number of teachers who could benefit by this same experience, in which case the one representing the group would be expected to bring back a report to the group.

4. Professional leave days may not exceed more than four (4) student contact days per employee in any given school year. Professional development beyond four (4) student contact days must be approved by the superintendent. Non-student contact days shall be entered into the employee absence management system for administrator approval and purposes of reimbursement.

   The Board shall assume all costs related to professional development(s) appointed by the superintendent and/or his designee and any district directed professional development.

5. Principals shall have the authority to approve professional leaves which might benefit the teacher and/or the school system in fulfillment of his/her contractual assignments. Those not allowed by the Ohio Revised Code shall be prohibited (e.g., political, religious, etc.) The Board shall honor all requests approved by the building administrator.

6. Certificated staff who participate in workshops falling under professional leave criteria while supervising field trips shall have that portion paid for from professional leave money provided it is not paid for by field trip funds.

7. In workshops/conferences in which college credit is optional the part other than college tuition shall come from professional leave. If college credit is desired, money for tuition should by requested from college tuition fund.

8. Administrators shall not authorize professional leave for teachers who attend conferences with an administrative intent.

9. Tuition/fees for certification or continued certification shall not come from professional leave.

10. Method of Reimbursement

    Each participant shall submit an itemized statement on prescribed forms to the Treasurer's Office for reimbursement. If lodging reimbursement is requested a copy of the hotel/motel bill must be attached to the reimbursement form.

11. Should a request for professional leave be denied, it would then be subject to the grievance procedure beginning at the level of disapproval.

E. PERSONAL LEAVE

1. Five (5) days of personal leave shall be granted.

    a. Only one (1) of these days may be used during the first week and the last week of any one school year.

    b. Persons using a personal day during the first week of school or during the last week of the regular school calendar and during extended service time will not be eligible for reimbursement for any remaining days as stated in E6.

2. Forty-eight (48) hours prior notification shall be given to the administration.

3. Leave allowance shall not exceed twenty percent (20%) of the total staff of any building within the school system.

4. Use of personal leave days may be granted for educational reasons on any of the scheduled workday or in-service days at the principal's discretion.

5. If an emergency exists, the above guidelines may be waived by the building principal. Building principals' decisions in this matter will be considered final.

6. By May 15th, the Treasurer's office shall notify members of their options for their unused personal leave. At the end of each year, a member may opt to do one of the following: a) Receive compensation equal to substitute teacher pay for each personal day (up to 3) not used during the school year or b) Request to have remaining personal day(s) (up to 3) be credited to his/her sick leave balance in lieu of compensation.

7. If a member fails to notify the Treasurer's office of their decision by the last contractual date of the school year, payment for unused personal days will be made after the end of each school year (up to 3 days).

8. The accumulation of personal days in the initial year of employment will be based on the hire date:
    A. July through September 30—5 personal days
    B. October 1 through December 31—3 personal days
    C. January 1 through March 31—2 personal days
    D. April 1 through June 30—1 personal day

F. ASSAULT LEAVE

1. Any employee who is absent from employment due to disability resulting from a physical attack upon said employee which occurs in the course of said employee's employment with the Board of Education, shall be granted assault leave. During the assault leave, the employee shall be maintained on full pay status.

2. Assault leave will not be granted under this policy unless the teacher in question: (1) signs a written statement justifying the granting and use of assault leave on forms to be provided by the Board; (2) provides a certificate from a licensed physician stating the nature and probable duration of the disability employment; (3) agrees to testify and cooperate in the prosecution of any juvenile and/or adult in criminal proceedings that may be brought against the person responsible for the assault.

3. Assault leave shall be provided as follows:

   a. Unlimited leave will be provided, as needed, for each occurrence.

   b. Assault leave shall not be charged to sick leave.

G. RELIGIOUS ABSENCE

1. The Superintendent will grant religious leave as "authorized without pay" to a staff member upon application for a religious holiday as identified by a duly constituted religious body.

2. Applications must be submitted at least five (5) days prior to the holiday.

3. Absence for such will not exceed four (4) days per school calendar year.

4. Such days will not be deducted from any other leave.

H. ADDITIONAL EDUCATION LEAVE

1. One year's leave-of-absence for additional education shall be granted within the following parameters:

   a. The teacher must submit written proof to the local Superintendent that he/she has been accepted as a full-time student in (1) a graduate school or, (2) an under-graduate program at the Baccalaureate level which will enhance the said teacher's area of certification and/or the ability to teach.

   b. No more than five, total, nor more than two from any one building may be granted a leave-of-absence during any one school year.

2. All leaves are to be granted on a first come, first served basis.

3. All leaves are contingent upon the hiring of a satisfactory replacement.

4. Intent to use a leave-of-absence must be filed in writing in the Superintendent's office by April 1 for the year preceding the request for leave.

I. LEGAL LEAVE

1. The Swanton Board of Education will pay employees the difference between their regular rate of pay and the pay received by the employee for jury duty, SERB hearings and worker's compensation hearings performed on scheduled Board workday.

2. The employee performing the above duties shall deposit a personal check with the Treasurer for the amount of money received. If the employee fails to deposit the proper amount with the Treasurer, the Treasurer will deduct said compensation from the employee's first paycheck immediately following the completion of duties.

3. Any employee absent from work because they are subpoenaed to appear before the State Employment Relations Board or in any legal entity for where a member is required to appear as a consequence of circumstances related to their professional duties shall have paid release time.

4. Arbitration representatives, advocates, and witnesses shall have paid released time for hearings.

J. CALAMITY DAYS DURING LEAVE

If a calamity day, called by the Superintendent, occurs during a sick day or personal day, the employee will not be charged with a sick day or personal day.

K. RETURN FROM LEAVE

Teachers granted a leave of absence shall be placed, upon their return, provided their seniority and certification allows, in the same or similar position they held before their leave began. Exceptions shall be made by mutual agreement.

The teacher must return to the system at the beginning of the immediate school year following the leave-of-absence, if the guarantee of the job is to remain effective.

L. UNPAID LEAVES

All paid and unpaid leaves must be authorized by the Superintendent or his designee in advance of the leave except in emergency situations. Each unauthorized day will be deducted at a per diem rate of pay.

ARTICLE FIFTEEN
PAY PERIODS/PAYROLL DEDUCTIONS

A. PAY PERIODS

1. All teaching contracts will be paid pursuant to the provisions of this agreement in 24 bi-monthly payments according to the pay schedule published at the start of each school year.

2. All employees will be paid by direct deposit.

3. Supplemental contracts shall be paid in a lump sum payment at the conclusion of the regular season. For year-long supplementals, as denoted in the salary schedule, payments will be made over remaining pays in the contract cycle.

4. The Board shall furnish an annual salary notice no later than September 1st.

B. PAYROLL DEDUCTIONS

Deductions will be allowed, at no cost to the employees, for the following: Association dues, tax-sheltered annuities, political contributions, and United Way. These deductions will be of equal amounts beginning on October 1 of each year and will be consistent with the bi-weekly pay schedule.

1. Association membership is annual with the membership year being September 1 through August 31. Once a member enrolls such membership shall be continuous thereafter for each subsequent year unless the individual cancels their membership.

2. Association bargaining unit members will use continuing payroll deductions for dues each year. If a member wishes to withdraw from this method of payment, he must notify the membership chairperson by September 15th. Any member hired or becoming eligible for membership after October 1st shall be entitled to payroll deduction of dues on a schedule determined by the Association Treasurer and the individual member. Teachers who retire, resign or are released from their position mid-year will have the remainder of the association dues for that year deducted from their last paycheck.

3. All monies deducted for such purposes shall be transmitted to the Association not more than five (5) days following the collection via check. Accompanying each check will be a complete listing of the names of the members for which a payroll deduction was made.

4. Any individual who wishes to cancel their membership must notify the Association Treasurer in writing between August 1 and September 15. A member may cancel their membership outside of the aforementioned cancellation period but shall be responsible for all remaining dues and assessments of the current membership year and by such cancellation acknowledge that he/she is forgoing any rights specifically reserved to members of the Association.

5. Tax Sheltered Annuities

a. Tax sheltered annuities shall be made available.

b. Enrollment shall be open during the months of September and January.

c. Changes may be made by September 15, November 15, January 15, March 15, and June 15, to be effective the first pay of the following month.

d. No new companies will be allowed unless there is a minimum enrollment of ten (10) employees and the company is in compliance with all IRS regulations. New employees coming to the Swanton Local School District who have had an annuity policy in their prior district will be allowed to continue that program, as long as that provider conforms to IRS regulations for 403B and the participates in the schools 403B plan document.

e. All employees that have an annuity through Swanton Schools beginning with the effective date of this Contract will be guaranteed the right of choice of an annuity carrier in the event their carrier merges or changes names to a company not presently doing business with Swanton Schools, as long as that provider conforms to IRS regulations for 403B and the participates in the schools 403B plan document.

ARTICLE 16
COMPENSATION

A.1. TEACHERS SALARY SCHEDULE 2025-2026

Yrs.	B.A.	B.A. +15	B.A. +30	Masters	M.A. +20	M.A. +30
0	39,916	41,113	42,710	44,706	46,303	
	1	1.03	1.07	1.12	1.16	
1	41,172	42,910	44,506	46,901	48,498	
	1.045	1.075	1.115	1.175	1.215	
2	43,508	44,706	46,303	49,097	50,693	
	1.09	1.12	1.16	1.23	1.27	
3	45,305	46,502	48,099	51,292	52,889	
	1.135	1.165	1.205	1.285	1.325	
4	47,101	48,298	49,895	53,487	55,084	
	1.18	1.21	1.25	1.34	1.38	
5	48,897	50,095	51,691	55,683	57,279	
	1.225	1.255	1.295	1.395	1.435	
6	50,693	51,891	53,487	57,878	59,475	
	1.27	1.3	1.34	1.45	1.49	
7	52,490	53,687	55,284	60,074	61,670	
	1.315	1.345	1.385	1.505	1.545	
8	54,286	55,483	57,080	62,269	63,866	
	1.36	1.39	1.43	1.56	1.6	
9	56,082	57,279	58,876	64,464	66,061	
	1.405	1.435	1.475	1.615	1.655	
10	57,878	59,076	60,672	66,660	68,256	69,055
	1.45	1.48	1.52	1.67	1.71	1.73
11	59,674	60,872	62,469	68,855	70,452	71,250
	1.495	1.525	1.565	1.725	1.765	1.785
12	61,471	62,668	64,265	71,050	72,647	73,445
	1.54	1.57	1.61	1.78	1.82	1.84
13	63,267	64,464	66,061	73,246	74,843	75,641
	1.585	1.615	1.655	1.835	1.875	1.895
14	65,063	66,261	67,857	75,441	77,038	77,836
	1.63	1.66	1.7	1.89	1.93	1.95
15	66,859	68,057	69,653	77,637	79,233	80,032
	1.675	1.705	1.745	1.945	1.985	2.005
18	68,656	69,853	71,450	79,832	81,429	82,227
	1.72	1.75	1.79	2	2.04	2.06
22	70,452	71,649	73,246	82,027	83,624	84,422
	1.765	1.795	1.835	2.055	2.095	2.115
25	72,248	73,445	75,042	84,223	85,819	86,618
	1.81	1.84	1.88	2.11	2.15	2.17
30	74,044	75,242	76,838	86,019	87,616	88,414
	1.855	1.885	1.925	2.155	2.195	2.215

An appreciation stipend of $700 shall be paid to each staff member in December.

A.2. TEACHERS SALARY SCHEDULE 2026-2027

Yrs.	B.A.	B.A. +15	B.A. +30	Masters	M.A. +20	M.A. +30
0	41,513	42,758	44,419	46,495	48,155	
	1	1.03	1.07	1.12	1.16	
1	43,381	44,626	46,287	48,778	50,438	
	1.045	1.075	1.115	1.175	1.215	
2	45,249	46,495	48,155	51,061	52,722	
	1.09	1.12	1.16	1.23	1.27	
3	47,177	48,363	50,023	53,344	55,055	
	1.135	1.165	1.205	1.285	1.325	
4	48,985	50,231	51,891	55,627	57,288	
	1.18	1.21	1.25	1.34	1.38	
5	50,853	52,099	53,759	57,911	59,751	
	1.225	1.255	1.295	1.395	1.435	
6	52,722	53,967	55,627	60,194	61,854	
	1.27	1.3	1.34	1.45	1.49	
7	54,590	55,835	57,496	62,477	64,138	
	1.315	1.345	1.385	1.505	1.545	
8	56,458	57,703	59,364	64,760	66,421	
	1.36	1.39	1.43	1.56	1.6	
9	58,326	59,571	61,232	67,043	68,704	
	1.405	1.435	1.475	1.615	1.655	
10	60,194	61,439	63,100	69,327	70,987	71,817
	1.45	1.48	1.52	1.67	1.71	1.73
11	62,062	63,307	64,968	71,610	73,270	74,101
	1.495	1.525	1.565	1.725	1.765	1.785
12	63,930	65,175	66,836	73,893	75,554	76,384
	1.54	1.57	1.61	1.78	1.82	1.84
13	65,798	67,043	68,704	76,176	77,837	78,667
	1.585	1.615	1.655	1.835	1.875	1.895
14	67,666	68,912	70,572	78,460	80,120	80,950
	1.63	1.66	1.7	1.89	1.93	1.95
15	69,534	70,780	72,440	80,743	82,403	83,234
	1.675	1.705	1.745	1.945	1.985	2.005
18	71,402	72,648	74,308	83,026	84,687	85,517
	1.72	1.75	1.79	2	2.04	2.06
22	73,270	74,516	76,176	85,309	86,970	87,800
	1.765	1.795	1.835	2.055	2.095	2.115
25	75,139	76,384	78,044	87,592	89,253	90,083
	1.81	1.84	1.88	2.11	2.15	2.17
30	77,007	78,252	79,913	89,461	91,121	91,951
	1.855	1.885	1.925	2.155	2.195	2.215

An appreciation stipend of $700 shall be paid to each staff member in December.

A.3. TEACHERS SALARY SCHEDULE 2027-2028

Yrs.	B.A.	B.A. +15	B.A. +30	Masters	M.A. +20	M.A. +30
0	43,174	44,469	46,196	48,355	50,082	
	1	1.03	1.07	1.12	1.16	
1	45,117	46,412	48,139	50,729	52,456	
	1.045	1.075	1.115	1.175	1.215	
2	47,060	48,355	50,082	53,104	54,831	
	1.09	1.12	1.16	1.23	1.27	
3	49,002	50,298	52,025	55,479	57,206	
	1.135	1.165	1.205	1.285	1.325	
4	50,945	52,241	53,968	57,853	59,580	
	1.18	1.21	1.25	1.34	1.38	
5	52,888	54,183	55,910	60,228	61,955	
	1.225	1.255	1.295	1.395	1.435	
6	54,831	56,126	57,853	62,602	64,329	
	1.27	1.3	1.34	1.45	1.49	
7	56,774	58,069	59,796	64,977	66,704	
	1.315	1.345	1.385	1.505	1.545	
8	58,717	60,012	61,739	67,351	69,078	
	1.36	1.39	1.43	1.56	1.6	
9	60,659	61,955	63,682	69,726	71,453	
	1.405	1.435	1.475	1.615	1.655	
10	62,602	63,898	65,624	72,101	73,828	74,691
	1.45	1.48	1.52	1.67	1.71	1.73
11	64,545	65,840	67,567	74,475	76,202	77,066
	1.495	1.525	1.565	1.725	1.765	1.785
12	66,488	67,783	69,510	76,850	78,577	79,440
	1.54	1.57	1.61	1.78	1.82	1.84
13	68,431	69,726	71,453	79,224	80,951	81,815
	1.585	1.615	1.655	1.835	1.875	1.895
14	70,374	71,669	73,396	81,599	83,326	84,189
	1.63	1.66	1.7	1.89	1.93	1.95
15	72,316	73,612	75,339	83,973	85,701	86,564
	1.675	1.705	1.745	1.945	1.985	2.005
18	74,259	75,555	77,281	86,348	88,075	88,938
	1.72	1.75	1.79	2	2.04	2.06
22	76,202	77,497	79,224	88,723	90,449	91,313
	1.765	1.795	1.835	2.055	2.095	2.115
25	78,145	79,440	81,168	91,097	92,824	93,688
	1.81	1.84	1.88	2.11	2.15	2.17
30	80,088	81,383	83,110	93,040	94,767	95,630
	1.855	1.885	1.925	2.155	2.195	2.215

An appreciation stipend of $700 shall be paid to each staff member in December.

Assistant Boys Coach	10%	7%	3,991.60	4,151.30	4,317.40
7th/8th Grade Boys Coach	8%	6%	3,193.28	3,321.04	3,453.92
7th/8th Grade Assistant Boys Coach	7%	5%	2,794.12	2,905.91	3,022.18
Head Girls Coach	15%	12%	5,987.40	6,226.95	6,476.10
Assistant Girls Coach	10%	7%	3,991.60	4,151.30	4,317.40
7th/8th Grade Assistant Girls Coach	7%	5%	2,794.12	2,905.91	3,022.18
7th/8th Grade Assistant Girls Coach	7%	5%	2,794.12	2,905.91	3,022.18
Golf					
Head Boys Coach	15%	12%	5,987.40	6,226.95	6,476.10
Head Girls Coach	15%	12%	5,987.40	6,226.95	6,476.10
Cross Country					
Head Coach	15%	12%	5,987.40	6,226.95	6,476.10
Middle School (7th/8th Grade) Coach	7%	5%	2,794.12	2,905.91	3,022.18
Volleyball					
Head Girls Coach	21%	18%	8,382.36	8,717.73	9,066.54
Assistant Girls Coach	14%	11%	5,588.24	5,811.82	6,044.36
Assistant Girls Coach	12%	9%	4,789.92	4,981.56	5,180.88
Freshmen/Assistant Girls Coach	11%	8%	4,390.76	4,566.43	4,749.14
7th Grade Girls Coach	7%	5%	2,794.12	2,905.91	3,022.18
8th Grade Girls Coach	7%	5%	2,794.12	2,905.91	3,022.18
Softball					
Head Coach	15%	12%	5,987.40	6,226.95	6,476.10
Assistant Coach	7%	5%	2,794.12	2,905.91	3,022.18
Reserve Coach	10%	7%	3,991.60	4,151.30	4,317.40
Soccer					
Head Girls Coach	15%	12%	5,987.40	6,226.95	6,476.10
Assistant Girls Coach	7%	5%	2,794.12	2,905.91	3,022.18
Reserve Girls Coach	10%	7%	3,991.60	4,151.30	4,317.40
Head Boys Coach	15%	12%	5,987.40	6,226.95	6,476.10
Assistant Boys Coach	7%	5%	2,794.12	2,905.91	3,022.18
Reserve Boys Coach	10%	7%	3,991.60	4,151.30	4,317.40
Cheerleading					
High School Football Coach	9%	6%	3,592.44	3,736.17	3,885.66
High School Basketball Coach	11%	8%	4,390.76	4,566.43	4,749.14
Middle School (7th/8th) Football Coach	7%	5%	2,794.12	2,905.91	3,022.18
Middle School (7th/8th) Basketball Coach	9%	6%	3,592.44	3,736.17	3,885.66
Publications					
Newspaper curricular—2 extended days					
Newspaper non-curricular	6%	5%	2,394.96	2,490.78	2,590.44
Sr. High Annual curricular—2 extended days					
Sr. High Annual non-curricular	7%	5%	2,794.12	2,905.91	3,022.18
Middle School Annual	5%	4%	1,995.80	2,075.65	2,158.70
Middle School Newspaper	5%	4%	1,995.80	2,075.65	2,158.70
Dramatics/Musicals					
SchoolPlay/Musical(s) (1 position per production with a max of 2 productions)	6%	6%	2,394.96	2,490.78	2,590.44
Vocal Instructor	7%	5%	2,794.12	2,905.91	3,022.18
Drama Instructor	7%	5%	2,794.12	2,905.91	3,022.18
Tech Advisor	6%	4%	2,394.96	2,490.78	2,590.44
Instrumental Advisor	3%	3%	1,197.48	1,245.39	1,295.22
Sound and Lighting Advisor	4%	4%	1,596.64	1,660.52	1,726.96
Elementary Musicals $500 each (max 2 per year)					
Student Council Advisor (YL)					
High School	8%	6%	3,193.28	3,321.04	3,453.92

B. SUPPLEMENTAL SALARY SCHEDULE (% of Base Salary)

Supplementals	SEA	Non-SEA	SEA 25-26	SEA 26-27	SEA 27-28
Athletics					
Assistant AD (HS) (YL)	15%	12%	5,987.40	6,226.95	6,476.10
Assistant AD (MS) (YL)	12%	10%	4,789.92	4,981.56	5,180.88
Equipment Manager (YL)	9%	6%	3,592.44	3,736.17	3,885.66
Strength/Cond. Coach Fall Season	5%	3%	1,995.80	2,075.65	2,158.70
Strength/Cond. Coach Winter Season	5%	3%	1,995.80	2,075.65	2,158.70
Strength/Cond. Coach Spring Season	5%	3%	1,995.80	2,075.65	2,158.70
Strength/Cond. Coach Summer Season	5%	3%	1,995.80	2,075.65	2,158.70
Football					
Head Coach	21%	18%	8,382.36	8,717.73	9,066.54
Assistant Coach	14%	11%	5,588.24	5,811.82	6,044.36
Assistant Coach	14%	11%	5,588.24	5,811.82	6,044.36
Assistant Coach	14%	11%	5,588.24	5,811.82	6,044.36
Assistant Coach	14%	11%	5,588.24	5,811.82	6,044.36
Freshmen Coach	11%	8%	4,390.76	4,566.43	4,749.14
Assistant Freshmen Coach	8%	5%	3,193.28	3,321.04	3,453.92
8th Grade Head Coach	8%	5%	3,193.28	3,321.04	3,453.92
8th Grade Assistant Coach	7%	5%	2,794.12	2,905.91	3,022.18
7th Grade Coach	8%	5%	3,193.28	3,321.04	3,453.92
7th Grade Assistant Coach	7%	5%	2,794.12	2,905.91	3,022.18
One additional Assistant Football Coach may be added with the absence of a Freshmen football team	14%	11%	5,588.24	5,811.82	6,044.36
Basketball					
Head Boys Coach	21%	18%	8,382.36	8,717.73	9,066.54
Assistant Boys Coach	14%	11%	5,588.24	5,811.82	6,044.36
Assistant Boys Coach	12%	9%	4,789.92	4,981.56	5,180.88
Freshmen/Assistant Boys Coach	11%	8%	4,390.76	4,566.43	4,749.14
7th Grade Boys Coach	8%	5%	3,193.28	3,321.04	3,453.92
8th Grade Boys Coach	8%	5%	3,193.28	3,321.04	3,453.92
Head Girls Coach	21%	18%	8,382.36	8,717.73	9,066.54
Assistant Girls Coach	14%	11%	5,588.24	5,811.82	6,044.36
Assistant Girls Coach	12%	9%	4,789.92	4,981.56	5,180.88
Freshmen/Assistant Girls Coach	11%	8%	4,390.76	4,566.43	4,749.14
7th Grade Girls Coach	8%	5%	3,193.28	3,321.04	3,453.92
8th Grade Girls Coach	8%	5%	3,193.28	3,321.04	3,453.92
Bowling					
Bowing Head Coach	15%	12%	5,987.40	6,226.95	6,476.10
Wrestling					
Head Coach	21%	18%	8,382.36	8,717.73	9,066.54
Assistant Coach	14%	11%	5,588.24	5,811.82	6,044.36
Assistant Coach	12%	9%	4,789.92	4,981.56	5,180.88
Freshmen/Assistant Coach	11%	8%	4,390.76	4,566.43	4,749.14
7th Grade Coach	8%	5%	3,193.28	3,321.04	3,453.92
8th Grade Coach	8%	5%	3,193.28	3,321.04	3,453.92
Baseball					
Head Coach	15%	12%	5,987.40	6,226.95	6,476.10
Assistant Coach	7%	5%	2,794.12	2,905.91	3,022.18
Reserve Coach	10%	7%	3,991.60	4,151.30	4,317.40
Track					
Head Boys Coach	15%	12%	5,987.40	6,226.95	6,476.10

Middle School	6%	4%	2,394.96	2,490.78	2,590.44
Elementary	4%	4%	1,596.64	1,660.52	1,726.96
Class & Club Advisors					
Clubs (new clubs must be authorized and sanctioned by the school administration and approved by the Board of Education.)					
Spanish (YL)	4%	3%	1,596.64	1,660.52	1,726.96
National Honors Society (YL)	8%	6%	3,193.28	3,321.04	3,453.92
National Jr. Honors Society (YL)	8%	6%	3,193.28	3,321.04	3,453.92
Video Tech	4%	3%	1,596.64	1,660.52	1,726.96
E-Sports Head Advisor (YL)	8%	6%	3,193.28	3,321.04	3,453.92
E-Sports Assistant Advisor (YL)	4%	3%	1,596.64	1,660.52	1,726.96
New Approved Clubs (YL)	4%	3%	1,596.64	1,660.52	1,726.96
Class Advisors					
Freshmen Class	4%	3%	1,596.64	1,660.52	1,726.96
Sophomore Class	4%	3%	1,596.64	1,660.52	1,726.96
Junior Class	4%	3%	1,596.64	1,660.52	1,726.96
Senior Class	4%	3%	1,596.64	1,660.52	1,726.96
Jr./Sr. Prom Director	4%	3%	1,596.64	1,660.52	1,726.96
Sr. Hi Quiz Team Advisor	6%	4%	2,394.96	2,490.78	2,590.44
Middle School Quiz Team Advisor	4%	3%	1,596.64	1,660.52	1,726.96
Elementary Quiz Bowl Advisor	1%	1%	399.16	415.13	431.74
6th Grade Camp Director	5%	3%	1,995.80	2,075.65	2,158.70
6th Grade Camp Staff	2%	2%	798.32	830.26	863.48
6th Grade Camp Staff	2%	2%	798.32	830.26	863.48
6th Grade Camp Staff	2%	2%	798.32	830.26	863.48
6th Grade Camp Staff	2%	2%	798.32	830.26	863.48
6th Grade Camp Staff	2%	2%	798.32	830.26	863.48
6th Grade Camp Staff	2%	2%	798.32	830.26	863.48
6th Grade Camp Staff	2%	2%	798.32	830.26	863.48
DC Trip Coordinator	4%	3%	1,596.64	1,660.52	1,726.96
Safety Village Director	3%	2%	1,197.48	1,245.39	1,295.22
Safety Village Teachers (4-5)	1.5%	1.5%	598.74	622.70	647.61
Safety Village Aides (1-2)	0.75%	0.75%	299.37	311.35	323.81
Art Show Advisor (3)--$300 per show					
Music					
Band Director Regular Season (YL)	20%	18%	7,983.20	8,302.60	8,634.80
Band Director –up to 20 extended days					
Assistant Band Director (YL)	11%	9%	4,390.76	4,566.43	4,749.14
Assistant Band Director –up to 5 extended days					
To be paid at per diem rate. Extended days must be worked in hal or full day increments. Days are to be used from July 1 to June 30.					
Vocal Director (YL)	14%	12%	5,588.24	5,811.82	6,044.36
Assistant Vocal Director (YL)	7%	5%	2,794.12	2,905.91	3,022.18
Accompanist (YL)	4%	3%	1,596.64	1,660.52	1,726.96
Head Teachers					
Elementary School Head Teachers	14%		5,588.24	5,811.82	6,044.36
School Counseling					
Director of School Counseling	10%		3,991.60	4,151.30	4,317.40
The Director of School Counseling shall receive a ten (10) days extended contract commencing at least with the second year in this position.					

High School (1)—up to 20 extended days					
Middle School (1)—6 extended days					
Elementary (1)—2 extended days					
To be paid at per diem rate. Extended days may be worked in half or full day increments. Days are to be used from July 1 to June 30.					
Department Chairpersons					
Core Areas (4) 5-12	11%		4,390.76	4,566.43	4,749.14
Elementary (1) K-4	11%		4,390.76	4,566.43	4,749.14
Mentorship					
Mentor Coordinator	7%		2,794.12	2,905.91	3,022.18
Full Year Mentor	6%		2,394.96	2,490.78	2,590.44
One Quarter Mentor	1.5%		598.74	622.70	647.61
R.T.I. Team					
Elementary (K-2) (3 classroom teachers, 1 special needs teacher, 1 school counselor)	4%		1,596.64	1,660.52	1,726.96
Elementary (3-4) (3 classroom teachers, 1 special needs teacher, 1 school counselor)	4%		1,596.64	1,660.52	1,726.96
Teachers asked to grade various state mandated tests shall have the option of reimbursement at an hourly rate equal to 1/7 of the daily base rate or be granted release time to perform this extra duty.					
Data Team					
Middle School (5-8) (3 classroom teachers, 1 special education teacher, 1 school counselor preferred) (YL)	4%		1,596.64	1,660.52	1,726.96
High School (9-12) (3 classroom teachers, 1 special education teacher, 1 school counselor preferred) (YL)	4%		1,596.64	1,660.52	1,726.96
Local Professional Development Committee					
Chair(s) (1 or 2)	6%		2,394.96	2,490.78	2,590.44
Committee members (3 or 4)	5%		1,995.80	2,075.65	2,158.70
Summer School Rate					
Summer school teachers will be paid in accord with a divisor of 1281 (183 days times 7 hours) on the base salary schedule on a per hour basis.					
Evaluation Committee					
Chair (YL)	5%		1,995.80	2,075.65	2,158.70
Committee members (YL)	4%		1,596.64	1,660.52	1,726.96
Building Leadership Team (BLT)					
Team Member (YL) (maximum number of SEA BLT members at 6 teachers including 1 intervention specialist)	4%		1,596.64	1,660.52	1,726.96
PBIS					
Team Member (YL) (maximum number of SEA PBIS members to be no more than 5 except for the middle school, which can have up to 8)	4%		1,596.64	1,660.52	1,726.96

C. SEVERANCE PAY

1. Benefit Calculation

   a. The daily wage shall be determined by dividing the employee's current salary, minus any supplementals, by one hundred eighty-three days to determine the daily rate. The daily rate will be multiplied by the employee's eligible days to determine the total accrued severance pay.

   b. The number of eligible days shall be determined by dividing the employees accrued sick leave by 3 if the employee retires within one school year beyond their initial eligibility for unreduced benefits according to STRS guidelines.

      Employees who do not retire within one school year beyond their initial eligibility for unreduced retirement benefits according to STRS guidelines shall have his/her number of eligible days determined by dividing accrued sick leave by 3.5.

   c. Teachers retiring from the Swanton Local Schools shall be paid an additional $100 for each year of service to the Swanton Local Schools. The maximum number of years of service that will be paid is 40.

   d. Teachers who retire within one school year of their initial eligibility for unreduced retirement benefits according to STRS guidelines will receive an incentive of $10,000 added to their severance payment. This applies to bargaining unit members who elect to retire under normal circumstances (i.e. not disability).

2. Eligibility

   a. An employee's eligibility for severance pay shall be determined as the final date of employment. The employee must meet all of the following criteria (1-5):

      (1) Upon receipt of a certificated employee's resignation, all eligible employees will be notified of their severance benefit

      (2) The individual must be eligible for disability or service retirement as of the last date of employment

      (3) The individual must within one hundred twenty (120) days of the last day of employment prove acceptance into the retirement system by having received his/her first retirement check.

      (4) Once evidence of the individual's first retirement check is presented to the Treasurer's office the severance pay will be disbursed to the employee in the next available pay period.

      (5) Teachers must have not less than fifteen (15) years of service with

the Swanton Schools.

In case of death of an employee, severance will be paid to the beneficiary or estate of the deceased.

(6) The retiring teacher will have his/her insurance benefit paid through the last day of the month in which the retirement occurs

3. Sick Leave Elimination

a. An employee who accepts payment for severance pays eliminates all unused sick leave from his/her sick leave account.

D. OTHER EXPERIENCE

1. Other Teaching Experience

a. Up to ten (10) years of credit shall be granted.

b. Partial years will not be counted.

c. One (1) full year will be granted if the teacher presents evidence of at least one hundred twenty (120) days of teaching within the district and all teaching service outside the district in an Ohio-chartered private or public school or a public or private institution, or special education program which held an Ohio charter or subsequently became chartered.

2. Retiree Factors

The terms of employment for a newly employed but previously retired certificated staff member shall be as follows:

a. Any retirement shall be considered a break in employment.

b. Former employees of the district shall be precluded from service credit earned prior to retirement.

c. Up to five (5) years of service credit shall be granted for experience at the appropriate education level attained.

d. The staff member shall not be eligible for severance.

e. The staff member shall receive one (1) year limited contract and shall not be eligible for a continuing contract as provided for in Section 3319.11ORC. This contract shall automatically non-renew at the end of each school year and no action will be required by the Board to non-renew the contract.

f. The staff member shall not be eligible for the Medical Waiver Option as stated in Article 16 (B)(1).

g. Rehired retired teachers do not retain previous seniority. The new seniority status will be based on the new hire in date.

h. If health benefits are terminated for retired certificated staff members by STRS, those individuals affected will become eligible for the same health benefits allowed all SEA members under the current contract. Otherwise, rehired retirees will not be eligible for health insurance benefits

i. All terms and conditions of employment set forth in the preceding paragraphs shall supersede and replace any sections of the Ohio Revised Code with which they are in conflict, including but not limited to, Sections 3313.202, 3319.07, 3319.08, 3319.11, 3319.111, 3319.141, 3319.22, Chapter 3317 of the Ohio Revised Code and Chapter 3301-24 of the Ohio Administrative Code.

3. Military Credit

a. Up to five (5) years of military credit shall be granted.

b. One (1) year of military credit means at least eight (8) months of continuous service.

3. Other Experience Factors

a. These shall be determined by the administration and the Board of Education.

E. MOVEMENT ON THE BASE SCHEDULE

1. Vertical movement shall be automatic from one school year to the next.

Certificated employees working less than full time shall receive credit for placement and movement on the salary schedule as though they were teaching full time. Teachers must work at least one hundred twenty (120) partial days to receive a year's credit. Persons working less than one hundred twenty (120) days, whether they be full days, or partial days, will not receive a year's credit.

2. Horizontal movement on the base schedule shall not change during any one school year.

Teachers desiring horizontal movement on the salary schedule shall be allowed twice during any one school year. Teachers desiring horizontal movement on the salary schedule shall have an official transcript of grades on file in the office of the local Superintendent no later than September 15 or January 15, of any one school year. If a transcript is delayed, a letter from an appropriate university official indicating the delay will be required by the September 15 or January 15 deadline.

3. Base salary movement

a. Non-degree to degree status

Transcript of grades indicating date of graduation.

b. BA to BA +15 semester hours --

Transcript of grades indicating fifteen (15) semester or twenty-three (23) quarter hours of graduate credit or in the area of certification beyond the BA degree and completed after the original date of graduation.

c. BA +30 semester hours --

Transcript of grades indicating thirty (30) semester or forty-five (45) quarter hours of graduate credit or in the area of certification and a BA degree and completed after the original date of graduation.

d. MA Degree --

Transcript of grades indicating that an MA degree was granted.

e. MA Degree +20 --

Transcript of grades indicating twenty (20) or more semester hours of graduate credits or thirty (30) quarter hours above the MA degree.

Any duplication of courses containing the same course number or description will not qualify for horizontal movement.

f. MA Degree +30

Transcript of grades indicating thirty (30) or more semester hours of graduate credits or forty-five (45) quarter hours above the MA degree.

Any duplication of courses containing the same course number or description will not qualify for horizontal movement.

F. TUTORING

1. Tutors will be paid in accord with a divisor of 1281 hours (183 days times 7 hours) on the base salary schedule on a per hour basis.

G. PREPARATION PERIOD/DOUBLE CLASS

1. Preparation time/additional-class:

Any teacher who agrees to teach a class during his/her scheduled preparation time shall be compensated:

a. at the daily base pay rate for the first sixty (60) minutes.

b. at his/her per diem rate beginning at sixty-one (61) minutes.

c. at his/her per diem rate from the onset when the teacher doubles up with another class.

Any certificated staff that doubles up with another class shall be paid his/her per diem rate.

An effort will be made to give all teachers consideration when a substitute is required under this policy.

2. Obligations

Requests to teach during this period in no way obligates the teacher. Teachers may refuse such requests without reason or fear of reprisal.

3. Reimbursement

a. Teachers will file a substitute payroll form with the building principal.
b. The principal will file the form with the Treasurer.
c. Payment will be made at regular substitute payroll periods.

4. Substitutes

a. When a substitute teacher is prearranged by a teacher to cover their class, all effort shall be made to not reassign or transfer that substitute to another class in the same day, except during the prearranged teacher's planning period.

H. TEACHER LED IN-SERVICE WORKSHOP

1. Swanton professional staff members shall be paid a fee for conducting In-Service Workshops primarily designed for the improvement of instruction in the Swanton Local School System.

2. Fees for conducting workshops shall be:

a. $15 per hour per teacher.
b. $52.50 per half day per teacher.
c. $105 per day per teacher.

I. PART-TIME INSTRUCTION

Certified employees not employed full time shall be paid pro rata according to their position on the salary schedule.

Pro rata shall be determined by adding the percentage of time assigned for classroom instruction to the same percentage of the 210 minute teacher preparation time.

If the part-time teacher works before and after lunch, thirty (30) minutes will be added per day to the pro rata rate.

The percentage of time assigned for classroom instruction, the percentage of preparation time, and lunch time, if applicable, will be added together to determine the teacher's pro rata rate.

Part-time non-certificated teachers are not eligible for pro rata pay.

J. STRS PICK UP

The Board of Education shall designate each employee's mandatory contributions to the State Teachers Retirement System of Ohio as "picked-up" by the Board as contemplated by Internal Revenue Service Rulings 77-464 and 81-36, although they shall continue to be designated as employee contributions as permitted by Attorney General Opinion 82-097, in order that the amount of the employee's income reported by the Board as subject to federal and Ohio income tax shall be 'he employee's total gross income reduced by the then-current percentage amount of the employee's mandatory State Teachers Retirement System of Ohio contribution which has been designated as having been "picked-up" by the Board, and that the amount designated as having been "picked-up" by the Board shall be included in computing final average salary provided that no employee's total salary is increased by such "pick-up", nor is the Board's total contribution to the State Teachers Retirement System of Ohio increased thereby.

ARTICLE SEVENTEEN
FRINGE BENEFIT

A. MEDICAL AND PRESCRIPTION DRUG INSURANCE

1. Full-time certificated employees shall be granted health care benefits offered by a licensed carrier in the State of Ohio that is mutually agreed upon by representatives of the SEA and Board. The employee contribution to the insurance premium will be 12% in 2025-2026, 13% in 2026-2027, and 14% in 2027-2028.

   Employees will not be required to pay the insurance premium when the Board of Education takes a moratorium.

   The medical and prescription drug benefits will be evaluated annually by a committee. Among the representatives three teachers (1 SEA officer, 1 member of the negotiations team and 1 SEA member) will serve on the insurance committee to review insurance carriers on an annual basis. The purpose of this committee will be to ensure that members are receiving the best possible benefits.

   No change of carriers, benefits, or costs will be made unless the Health Insurance Committee and the Board of Education approve of the changes. The benefits provided by a different carrier will be the same or similar as the current plan and will be provided to the district at the best possible rate. Other plan options may be presented and available to the membership.

2. Restriction - married couples both working for the Swanton Board of Education shall receive the following:

   a. One family policy or two single policies.
   b. Married couples with two single policies are eligible for one (1) single medical/prescription waiver.
   c. Married couples with one family policy will have the Board of Education pay the employee's contribution in lieu of the waiver.

3. There shall be one enrollment period communicated with SEA members each year.

4. The Health (including Prescription) and Dental Insurance Coverage is outlined in the Swanton Health Plan Document that is Board approved, upon recommendations of the Health Insurance Committee.

5. If the employee's spouse and/or adult dependent child are eligible or in the future ever becomes eligible through his/her employer, the spouse and/or adult dependent child must enroll in a single medical/prescription drug card plan through his/her employer, if the monthly premium is $150 or less for such single coverage. The spouse is not required to enroll other family members in the spouse's plan. The spouse/ and/or adult dependent child can be covered on this plan as secondary coverage. The Board of Education reserves the right to have the employee complete an audit questionnaire.

B. MEDICAL WAIVER OPTION

1. Full-time teachers may waive their right to medical insurance. Waivers for members that choose not to participate in the insurance benefit program may do so for a minimum one full quarter and recei¼1/4th of the waiver stipend. This payment will be made in the first pay period following the end of the eligible quarter. (Sept. to Nov. = 1st quarter, Dec. to Feb. = 2nd quarter, Mar. to May = 3rd quarter, Jun. to Aug. = 4th quarter.

Full-time teachers waiving individual coverage	-	$1,200
Full-time teachers waiving family coverage	-	$3,000
Full-time teachers waiving family coverage for individual coverage	-	$1,200

2. In the event of a change in the need for coverage due to a major life event causing the loss of the teacher's alternate source of insurance during the waiver year (death, change in marriage status, loss of job), the teacher may REINSTATE coverage effective the first day of the following month without having to meet any pre-existing condition requirement provided he/she has filed the proper application card with the Office of the Treasurer. Such re-entry into the insurance program will nullify the bargaining unit member from receiving the health care insurance waiver payment as originally declared.

3. Should a teacher elect to participate in the program, the teacher must complete the waiver of coverage form each year. Participation shall require completion of the form each year. A teacher who withdraws from the program may not re-enter again until the following year, except for the conditions established in paragraph two, above. Teachers new to the Swanton Local Schools may elect to participate during their second full year of employment.

C. DENTAL INSURANCE

The employee contribution to the dental insurance premium will be 12% in 2025-2026, 13% in 2026-2027, and 14% in 2027-2028i.

D. LIFE INSURANCE

1. The Board of Education will purchase $30,000 term life insurance for all certificated staff members covered under the S.E.A. negotiation agreement.

E. EXCEPTIONS

1. Persons employed less than full time have the option to purchase life insurance if available.

2. Persons employed to work fifty percent (50%) or more shall be eligible to participate in group medical and prescription insurance and dental insurance. The Board will pay a percentage of the premium equal to the pro rata rate of time worked and the employee will pay the remaining portion.

3. Persons employed to work less than fifty percent (50%) may participate in group medical and prescription insurance only if said employees pay the applicable premium of the selected plan at the time and in the manner directed by the

Treasurer of the Board.

F. ASSOCIATION COPIES

Complete copies of all insurance contracts between the carrier and the Board will be filed with the Association.

The policies provided shall only include those policies which are covered under the Board-SEA contract.

G. TEACHERS' CHILDREN - TUITION FREE

Teachers living outside the school district may enroll their K-12 child(ren) through open enrollment. In the event that open enrollment is no longer offered, free tuition will then be granted for children of full-time teachers living outside the district.

ARTICLE EIGHTEEN
REIMBURSEMENTS

A. MILEAGE

1. Teachers assigned duties which require them to travel between buildings during the school day are entitled to mileage reimbursement.

2. Teachers assigned duties which require them to travel to functions outside the district are entitled to mileage reimbursement.

3. Teachers will be paid at current IRS maximum allowance.

4. Teachers receiving reimbursement will complete monthly mileage claim forms to be submitted to the Superintendent by 9:00 A.M. on the Thursday immediately preceding any regular monthly meeting of the Board. Modification will be allowed during the year, if the Administration changes the assignment.

5. People using their own vehicle for scouting:

   a. The Athletic Department will pay half the current rate per mile.

   b. Head Coach of respective sports programs will get mileage reimbursement forms from the Athletic Director to give to the person scouting.

   c. Head Coach will inform the Athletic Director prior to the scouting assignment who will be driving to scout and where scouting.

   d. Person scouting will return scouting reimbursement form to Athletic Director after completion of scouting assignment no later than April 1 of current school year. Mileage requests after this time will not be considered for payment .

   e. Mileage scouted will be determined from the mileage chart supplied by the Athletic Director.

B. COLLEGE TUITION

1. The cost of additional education of a teacher will be supplemented in the following parameters:

   a. Teachers must submit two (2) application forms to the Superintendent at least one week prior to the first day of class. If approved by the Superintendent, both forms shall be signed and one copy forwarded to the teacher.
   b. Credit must be in the field of education as curriculum for license/certification.

   Duplication of courses with the same course number/descriptions do not qualify for college tuition.

   c. Payment shall not exceed two hundred ($200) per quarter hour or three

hundred sixty ($360) per semester hour.

d. Funds will only be assigned to persons employed as full time teachers, guidance persons, or media specialists. Tutors shall not be eligible to participate in the college tuition fund.

e. The formula for determining the total dollar amount shall be one hundred percent (100%) of the base salary.
f. The funding period begins September 1 and ends August 31 each year.

2. Payment will be made in a lump sum upon receipt of grade slip(s) for the approved course(s). The grade slips must be submitted to the Superintendent by September 30 of each year. If the accumulation of reimbursement(s) for approved course(s) exceed the total district allocation, the rate of reimbursements will be reduced and allocated on an equal basis of all approved course hours. Additionally, reimbursement is to be defined as money spent out of one's pocket for college tuition. Teachers must be employed by Swanton Local Schools at the time of request and completion in order to receive reimbursement.

C. TEACHER BACKGROUND CHECK

The Board of Education will process background checks for all employees at the Board Office. If that service is unavailable, the Board will reimburse teachers for all costs incurred and/or related to state and federal background checks required by the Ohio Revised Code/Ohio Administrative Code. Such reimbursement will be made within 30 calendar days of the Board's receipt of evidence that the employee has paid for the background checks.

ARTICLE NINETEEN
MISCELLANEOUS

A. ATHLETIC PASSES

1. Swanton teachers will be issued an athletic pass for general seating at the beginning of each school year, free of charge, for all home athletic events. The pass will allow one (1) accompanying guest.

B. SUPERVISED STUDENT TEACHING

Supervising teachers shall receive any compensation granted by the university placing the student teacher or methods student.

C. TEACHING ENVIRONMENT

It is recognized by both the Board and the Association that safety is a common concern and a common responsibility. The Board shall make reasonable provisions for the safety and health of its employees while they are on the Bo'rd's property or using equipment by the Board.

Conditions that concern health and general building maintenance will be submitted to the building administrator on the triplicate forms provided by the Board for action to remedy the problem in a timely fashion. Triplicate forms go to the Superintendent, building administrator, and maintenance supervisor.

The board shall provide school employees a safe teaching environment, free from threats of physical, verbal and psychological violence and safe from any forms of harassment. In the event a school employee has been a victim of assault and/or battery, the following steps will be initiated:

1. The school employee will notify the principal or his or her designee.

2. If requested, the school employee or the principal or his or her designee will notify law enforcement personnel.

3. Medical assistance including counseling will be secured as needed.

3. The school will identify the assailant(s) and victim(s) and isolate the assailant(s) in a predetermined location.

4. The school will report incidents and injuries to the guardian(s) of the assailant(s), superintendent and to the Board of Education members.

5. The Board will provide a substitute to teach the victimized teacher's class(es) if requested by the victim.

6. The school will meet with faculty and staff, if necessary, to defuse rumors.

8. The victimized teacher can request that the student not be allowed to return to

his/her classroom. It is the Administration's responsibility to find alternative educational placement.

9. The victimized teacher shall be eligible for assault leave (per Article 13.F).

D. ACADEMIC FREEDOM

Academic freedom may be defined as the right of teachers in their own field of expertise to pursue the search for truth in its many forms, and to make public their methods and findings. It is the right of teachers to encourage freedom of discussion of controversial questions in the classroom and to develop in students a love of knowledge and a desire to search for truth. The teachers should keep in mind that academic freedom is not a guaranteed political right, but rather a necessary condition for the successful practice of the academic profession in a free society.

However, the application of the principle of academic freedom at the elementary-secondary school level involves considerations that are not always equally present in a college or university setting. The teachers should take into account the relative immaturity of their students, and the need for guidance and help in studying the issues and arriving at balanced views.

While the Board intends to protect teachers from any censorship or restraint that interferes with their obligation to pursue truth in fulfilling their classroom duties, it also expects that controversial issues will be presented in a fair and unbiased manner, and that the maturity and intellectual grasp of students will be taken into account.

E. GUARANTEE OF RIGHTS

No employee shall be discriminated against because of his/her race, color, creed, religion, age, sex, national origin, disability, sexual orientation, status as a veteran, marital status, political affiliation, union membership, or activism.

F. JOB DESCRIPTION

The Association shall be furnished with a copy of each job description for positions held by any of its members. Prior to any change in the job descriptions covered under this agreement, the affected employee and the Association shall be notified of such changes anticipated and the effective date of such change. The parties may convene a Job Description Committee if either requests. The affected employee will be given the opportunity to discuss the changes with the Superintendent, or his designee, prior to the effective date thereof. The employee may request that a representative from the Association be present during the discussion. The job description content and changes there to, if any, are not subject to the grievance procedures.

G. VIRTUAL ACADEMY

1. Acceptance of the Swanton Virtual Academy teacher-coordinator assignment shall be a totally voluntary act on the part of the teacher.

2. There shall be no reduction in force, in part or in whole, of bargaining unit members as a result of the implementation and operation of the Swanton Virtual Academy.

3. The Association President shall be informed of any changes in the Virtual Academy pertaining to, but not limited to, change in staff, courses offered, financial allocation of resources, or major change in student enrollment.

H. TECHNOLOGY COMMITTEE

The SEA and the Board shall establish a Technology Committee. The purpose of the committee is to improve communications related to technology and to provide an avenue for staff input into the district's technology planning process.

The Technology Committee shall make recommendations to the administration related to short and long-term goals for the district's technology plan.

The committee will be comprised of three (3) representatives, one (1) from each building, from the Swanton Education Association, one (1) representative from the Support Staff, and up to two (2) district administrators, one of whom shall be the technology coordinator.

The SEA President shall select the SEA representatives, one (1) of whom shall be a committee co-chair. The Superintendent shall appoint the administrator member. The SSSA shall appoint the Support Staff member. The committee shall be mutually facilitated by the Technology Coordinator and the SEA co-chair.

The committee shall meet as needed, with release time given to meet with a minimum of one meeting per quarter.

I. RESPONSE TO INTERVENTION (RTI)

1. The purpose of the RTI Team, which is comprised of bargaining unit members selected by the administration is to collaborate about and communicate the needs of students, evaluate how to meet those needs, and to monitor how those needs have been met through the RTI process.

2. RTI Team Members shall receive training in the RTI process.

3. The RTI Team will determine the frequency of meetings at the building level and will further determine when and which regular education teachers will be invited to participate in the meetings. This is in addition to any district-wide RTI meetings. When the RTI team determines it is appropriate, the individual(s) who will be implementing any Tier III interventions may be in attendance at the student's RTI meeting. The RTI Team shall provide written suggestions and materials to classroom teachers and tutors to meet the needs of the student.

J. BUILDING LEADERSHIP TEAMS (BLT)

Building leadership teams shall operate cooperatively. Discussions of the BLT shall include topics coming from both administration and staff. All discussions shall be considered with mutual respect to the topics. All final decisions shall be made by consensus. Minutes for each meeting shall be shared with the staff.

ARTICLE TWENTY
PROVISIONS CONTRARY TO LAW

A. PROVISIONS CONTRARY TO LAW

Any section to this contract which is proven to be contrary to the Ohio Revised Code by a court of competent jurisdiction shall make that section of the contract null and void. Upon finding a section of the contract contrary to law, that section shall be reopened immediately for negotiations.

ARTICLE TWENTY-ONE
SUPERSEDING CLAUSE

To the extent that any provision of this Agreement is in conflict with any provisions of the Ohio Revised Code or the Ohio Administrative Code, the parties intend that the terms and conditions of this agreement shall specifically supersede the conflicting statute or administrative regulation.

ARTICLE TWENTY-TWO
EFFECTIVE DATE/DURATION OF CONTRACT

This agreement shall become effective as of the first (1st) day of September, 2025 and shall remain in full force and effect through the thirty-first (31st) day of August, 2028.

Notice for negotiations of the successor contract shall be pursuant to the Negotiations Agreement between the parties.

Swanton Education Association	Swanton Board of Education
_____	_____
President/Member	President
_____	_____
Negotiations Chairperson	Negotiations Chairperson
_____	_____
Member	Superintendent
_____	_____
Member	Treasurer
_____	_____
Member	Committee Member
_____	
Member	
_____	
Member	
_____	_____
Date	Date

ARTICLE TWENTY-TWO
EFFECTIVE DATE/DURATION OF CONTRACT

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Notice for negotiations of the successor contract shall be pursuant to the Negotiations Agreement between the parties.

Swanton Education Association

President/Member

Negotiations Chairperson

Member

Member

Member

Member

Member

Swanton Board of Education

President

Negotiations Chairperson

Superintendent

Treasurer

Committee Member

Date

Date

ADDENDUM A

LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

A. Purpose

A Local Professional Development Committee (LPDC) shall be established to oversee and review professional development plans for course work, continuing education units, and/or other equivalent activities.

B. Term of Office

The term of office for members serving on the committee shall be two (2) years.

C. Committee Composition and Selection

1. The committee shall be comprised of five (5) members represented as follows:

   three (3) teachers
   one (1) administrator
   one (1) other employee

2. The three (3) teacher members shall be appointed by the local President. The administrative member shall be selected by the principals employed by the district. The other district employee member shall be appointed by the Superintendent.

3. In the event of a vacancy, the committee member shall be replaced in accordance with number two (2) above.

D. Chairperson

The committee chairperson shall be determined by majority vote of the committee members.

E. Decisions shall be made by a majority vote of the committee members present and voting. A majority of members must be present for a vote.

F. Training

1. Members of the LPDC shall be afforded the opportunity to attend training on the purpose, responsibilities, functioning and legal requirements of LPDC's.

2. If the available training is during work hours, the committee members shall be given paid release time to attend.

3. LPDC training for committee members shall constitute appropriate "equivalent activities" for purposes of the committee members' own individual development plans if they so decide by majority vote.

G. Meetings

The LPDC shall meet as often as the members deem necessary to complete their work. Not later than September 10 each year, the committee shall post in each building their meeting schedule. Additional meetings may be scheduled as necessary.

H. Appeals Process

Within thirty (30) days of publication of the Ohio State Department of Education regulations/guidelines on LPDC appeals, the Local Education Association and the Board shall meet to determine the appeals procedure which will herein apply.

Thu, 09/11/2025 04:27:05 PM SERB

412 CERTIFICATE

(O.R.C. 5705.412)

Re: SEA Master Agreement 9/1/2025 to 8/31/2028

IT IS HEREBY CERTIFIED that the **SWANTON LOCAL SCHOOL DISTRICT** (the "District") has sufficient funds to meet the contract, obligation, payment, or expenditure for the above (a copy of the contract, document or resolution is attached) and has in effect for the remainder of the fiscal year and the succeeding fiscal year the authorizations to levy taxes including the renewal or replacement of existing levies which, when combined with the estimated revenue from all other sources available to the District as of the date hereof, are sufficient to provide operating revenues necessary to enable the District to maintain all personnel, programs and services essential to the provision of an adequate educational program on all the days set forth in its adopted school calendar for the current fiscal year and for a number of days in the succeeding fiscal year equal to the number of days instruction was held or is scheduled for the current fiscal year, except that if the above expenditure is for:

1. an appropriation measure, this certification shall cover only the fiscal year in which the appropriation measure is effective, and shall not consider the renewal or replacement of an existing levy as the authority to levy taxes that are subject to appropriation in the current fiscal year unless the renewal or replacement levy has been approved by the electors and is subject to appropriation in the current fiscal year; or,
2. a contract, this certification shall cover the term of the contract or the current fiscal year plus the two immediately succeeding fiscal years, whichever period of years is greater.

By: _____ Board President

_____ Treasurer

_____ Superintendent