Thu, 03/20/2025 08:41:55 AM SERB

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AGREEMENT

BETWEEN

The Board of Education

of the

Shaker Heights City School District

and

The Shaker Heights Teachers' Association

EFFECTIVE THROUGH
DECEMBER 31, 2027

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AGREEMENT

This Agreement is made and entered into by and between the Board of Education of the Shaker Heights City School District, Cuyahoga County, Ohio, hereinafter referred to as the "Board" and the Shaker Heights Teachers' Association, hereinafter referred to as the "Association" or "SHTA".

PREAMBLE

Parties hereto have in the past and do now recognize that the Board, the Superintendent and their administrative staff, the classroom teachers (individually and through their professional organization, SHTA), the PTO, the students, the parents of students, and the citizens of the community have a role in developing policies which will provide a higher quality education for the children of the District and will preserve the good morale of the school staff;

That the Board has the responsibility of establishing policies for the District;

That the Superintendent, the Administrative staff and all teaching personnel have the responsibility of adhering to and carrying out policies and procedures established by the Board and the Negotiated Agreement. This statement does not conflict with § 35.02 of the Agreement;

That the professional teaching personnel have been entrusted by the Board and the administration with a primary responsibility of providing the best possible education for all students attending the Shaker Heights Public Schools; and

That the attainment of these objectives requires the establishment of oral or written procedures which will lead to mutual understanding and cooperation between the teaching personnel and the Board and Administration, including the free and open exchange of views leading to resolution of matters of concern. As a result of the free and open exchange of views and deliberation, the following Agreement has been developed.

ARTICLE I - RECOGNITION

1.01 The Board recognizes the Association as the exclusive representative for a bargaining unit of all certificated/licensed, full-time and regular part-time, salaried teachers, including but not limited to nurses, school counselors, school psychologists and speech and language pathologists, school library media specialists, International Baccalaureate coordinators, instructional coaches, student support coordinators, and student deans employed and assigned in the Shaker Heights City School District public schools. This recognition excludes all other employees including management level employees, administrators, supervisors, physicians, substitute employees and district-wide coordinators who hold an administrative contract. Recognition is for the purposes of negotiating salaries, fringe benefits, other terms and conditions of employment and other items by mutual agreement.

1.02 Recognition shall continue for a term as provided by law.

1.03 This recognition is granted by the Board on the condition that the Association shall admit into membership and shall represent persons within the unit without discriminating on the basis of race, color, national origin, sex, sexual orientation or religion.

1.04 The Board agrees not to negotiate with any other employee organization for the duration of this Agreement.

1.05 While school psychologists are included in the bargaining unit, Article IX - Class Size and School Day and Article XIII - Transfers shall not apply to them.

1.06 Any reference to "Teachers" in this contract applies to all SHTA Bargaining Unit members.

ARTICLE II - ASSOCIATION RIGHTS

2.01 During the term of this Agreement, the Board shall grant the Association the right of payroll deduction for the payment of membership dues to the Association, and to a single professional organization and its affiliates as selected by the Association without cost in accordance with the legal and financial requirements of the Treasurer's office upon written authorization by a teacher covered by this Agreement.

2.02 This recognition further grants to the Association the following privileges:

a. Organizational use of space on school bulletin boards at locations designated by the school principal.

b. Organizational announcements in faculty meetings, use of public address system and insertions in bulletins to teachers as provided for in school procedures authorized by the principal.

c. Use of inter-school mail, email and inter-school telephone service as long as there is no interference with regular business conducted at each building of the school district and as provided for in school procedures authorized by the principal.

d. The second Monday of each month shall be recognized as an SHTA meeting night, and all SHTA members shall be free to attend these meetings on said days at 4:00 P.M.

e. The building representative may call meetings of SHTA members within the building in a reasonable meeting place designated by the building principal. These meetings will not be held on school time or in conflict with other scheduled activities. In special or unique circumstances, the principal may approve a building meeting that occurs on school time. Such approval does not exempt employees from attending other scheduled meetings.

f. The SHTA building representatives and officers, with the permission of the principal or their designee may have the use of individual school equipment and technology

when such equipment or technology is not otherwise in use. Any damage or loss resulting from such use will be paid by SHTA.

g. The Board shall provide the SHTA President and the PR&R Officer with the agenda and the monthly financial statements prior to the Board meeting. If the agenda is available on-line, then notice of its availability shall suffice.

2.03 The Board will grant released time with pay for SHTA delegates to attend professional conferences, committee meetings and conventions and will provide substitutes at Board expense. Teachers will submit anticipated absence requests under existing procedures. No more than a total of twenty (20) teacher days of such leave per year shall be granted. To the extent days are unused in one year, up to five (5) days may be carried forward to the succeeding year.

ARTICLE III - PERSONNEL RECORDS

3.01 Each teacher shall have the opportunity, upon request and after arranging a suitable appointment, to review the contents of their official personnel file. A representative of the Association may, at the teacher's request, accompany the teacher in such a review. A teacher shall be entitled to a copy of any material in their personnel file at their expense.

3.02 A teacher may reply to any material in their official personnel file which the teacher deems to be critical of them by providing a written statement to be placed in their personnel file and attached to the critical statement. A teacher shall be informed of any record of any complaint made with respect to them. If a signed complaint shall be found to be without basis in fact by the Superintendent, then the complaint shall not be placed in the teacher's personnel file. Anonymous letters or materials shall not be placed in a member's file nor shall they be made a matter of record.

3.03 Any medical record held by the District shall be maintained separately from the member's personnel record.

ARTICLE IV - NEGOTIATING PROCEDURES

4.01 A request for professional negotiations shall be submitted in writing by the SHTA to the Board or its designated representative or by the Board's designated representative to SHTA before October 1 of the year (approx. 90 calendar days) of the expiration of the existing Agreement. A copy of the notice shall be filed with the State Employment Relations Board. A mutually convenient meeting shall be held by October 15th in which both parties shall exchange negotiation packages which shall include additions to, deletions from or revisions of the existing agreement. No new items shall be introduced for negotiations during said negotiations except what may be mutually agreed upon by both negotiation teams.

4.02 These definitions shall be applicable to this Agreement, as follows:

a. Consultants — Advisors to the negotiations team. Individuals, due to special training, experience and talents, who have abilities to assist in clarifying points under consideration and to assist in resolving misunderstandings.

b. Progress Report — Reports made to the Board or to the SHTA while negotiations are in progress.

c. Impasse — Disagreement, a deadlock on a given item being negotiated. Impasse is reached when no further change of position by the members of the negotiations teams is taking place and agreement is not reached.

d. Written Disposition — The findings and recommendations of parties used to resolve an impasse situation. Such a disposition is an advisory notice and should be given the greatest consideration by both the Board and the SHTA in an effort to obtain agreement.

4.03 The following negotiations procedures shall apply:

a. The Board and the Association will negotiate in good faith and will meet at reasonable times and places to reach agreement on such matters which affect terms and conditions of professional services of the certificated/licensed staff.

b. Members of the Board or their designated representatives and representatives named by the Association (no more than six on each side) shall meet for the purpose of negotiating and seeking agreement. The six representatives shall be named, either by name or position, at the first meeting and no replacements shall be permitted, except that each party is permitted up to two (2) observers who must, also, be named at the first meeting. The observers will be permitted to watch the proceedings, but will not participate in the discussion between the two parties. Neither party will attempt to exert any control over the other's selection of its representatives.

c. Each negotiation team may use consultants as it feels essential in the course of negotiations.

d. Negotiation meetings shall be closed and shall be in executive session.

e. If it is mutually agreed that secretarial or clerical assistance is needed for these negotiation meetings, it shall be provided at Board expense.

f. Each team may keep their own minutes.

g. Meetings shall be scheduled at reasonable intervals, places and times so as to avoid conflict and interference with school and employment schedules.

h. Either team may recess for a caucus at any time which shall be of reasonable length.

i. While negotiations are in progress, releases for news media concerning negotiations shall be approved by both parties.

j. Factual progress reports may be made to the represented bodies by either team at its discretion.

k. The Board and the Association will exchange such information as is necessary to develop the proposals being negotiated.

l. For purposes of requests made under the Public Records Act, proposals, counter-proposals, research documents used in developing proposals and counterproposals, other documents generated to respond to inquiries from either party during negotiations and any documents developed in conjunction with preparation for and conducting of fact-finding procedures shall not be considered public records.

4.04 When an agreement is reached through negotiations, the outcome shall be reduced to writing and submitted first to the Association and then to the Board for approval. The agreement shall be signed by the parties and shall become part of the official minutes of the Board.

4.05 Impasse Procedure:

a. If an agreement is not reached, either party may declare an impasse, but impasse will not be declared until all items on the agenda have been submitted and discussed.

b. Mediation:

If both parties agree, mediation shall be the first step in impasse. The Federal Mediation and Conciliation Service shall be requested to provide a mediator pursuant to its rules. Cost of mediation, if any, shall be shared equally by both parties.

c. Advisory Fact Finder:

If mediation proves unsuccessful or if either party chooses not to use the mediation step, an advisory fact finder shall study the matter. The advisory fact finder shall be designated by the parties. In case of failure to agree on a fact finder within five (5) working days, the parties jointly shall petition the American Arbitration Association to provide a list of fifteen (15) names from which the parties shall select a fact finder based on the rules of the American Arbitration Association.

d. Fact Finding Hearing and Report:

The advisory fact finder shall have authority to schedule and conduct hearings for the purpose of hearing testimony and gathering facts relevant to the impasse; and upon completion of such hearings, shall submit written findings of fact, reasoning and recommendations for resolution of the dispute and shall cause the same to be served on the parties via email and regular U.S. mail. The report shall be deemed accepted unless, within seven (7) days of service, one or both parties reject the report by a vote of three fifths (3/5) of eligible SHTA members or Board members. In the event the report is rejected, said report may be made public by either party.

The costs for the fact finder and of holding the fact-finding hearing shall be shared equally by the Board and the Association.

4.06 Either party desiring changes to these above negotiation procedures may notify the other party in writing. Proposed amendments will become agenda items for negotiations and when ratified by the Board and the Association, will become a part of this Agreement. By mutual consent, the effective date of any amendment may be set prior to the completion of the current agreement.

4.07 After compliance with the provisions stated within the foregoing Section 4.05 of the Agreement and upon expiration of the Agreement, the Association may exercise the rights conferred upon it under Section 4117.14(D)(2) of the Ohio Revised Code.

ARTICLE V - ACADEMIC FREEDOM

5.01 A professional staff should seek to educate people in the democratic tradition, to foster recognition of individual freedom and social responsibility, and to instill appreciation of the values of individual personality. It is recognized that these democratic values can be best transmitted in an atmosphere which is free from censorship and artificial restraints upon free inquiry and learning in which academic freedom for teacher and student is encouraged. The teacher is responsible for exercising their judgment in selecting for discussion those relevant issues which they may deem of value for the maturity and understanding of the students involved and which are a part of the Board approved curriculum. All sides of an argument are to be fairly presented and discussed and when the teacher expresses personal opinion, it shall be identified as such.

ARTICLE VI - SCHOOL PROCEDURES

6.01 Each principal will provide their staff and the SHTA with that school's professional staff roles and responsibilities and published procedures at the beginning of the school year. Any change to those procedures will be made available to the SHTA and the staff as soon as possible. Additionally, prior to the end of September, the principal shall distribute to the teachers to be evaluated information about evaluation which will include the evaluation form, expectations regarding observations, and the procedures to be followed. Evaluation forms shall be available online. A copy of such information shall be provided to the SHTA Building Representative.

6.02 The Board will, prior to developing plans for any new buildings or major changes to present structures, choose several teachers, representative of those instructional areas contemplated for the proposed building or changed structure, to serve as advisers along with others with respect to the plans to be developed.

ARTICLE VII - MENTORS (SHTA MEMBERS NEW TO THE DISTRICT AND RESIDENT EDUCATORS)

7.01 <u>SHTA Members New to the District</u>

a. SHTA Members new to the District will receive an orientation to the District. In addition, the teachers will be assigned a Shaker Mentor for the first year in the District. If the new teacher has a five (5) year Resident Educator License, every effort will be

made to assign a Shaker Mentor who also has met the ODE training requirements for the Ohio Resident Educator Program consistent with Section 7.02 below.

b. The Shaker Mentor Teacher must have at least three (3) years of teaching experience in the District and have a professional teaching license. Every effort will be made to use continuing contract teachers. Mentors will be assigned on a voluntary basis. The Shaker Mentor Teacher will assist the mentee in their assignment, observe the mentee, and give the mentee input on their performance. Evaluation of the mentee will remain a function of administration.

7.02 Resident Educators

a. Resident Educator Mentors will be assigned to Resident Educators in accordance with Ohio Resident Educator Program to provide mentor support for Resident Educators in years 1 and 2. Resident Educator Mentors must minimally have (1) a five (5) year Professional license, (2) five (5) years of teaching experience, (3) recent classroom experience within the last five (5) years, and (4) successfully completed state-sponsored mentor training (i.e., Resident Educator – 1 and Instructional Mentoring).

b. Resident Educator Lead Mentor will be assigned to Resident Educators in accordance with the Ohio Resident Educator Program to provide Lead Mentor support for the Resident Educator Summative Assessment (RESA) for Resident Educators in years 3 and 4. Resident Educator Lead Mentors will be experienced, licensed, educators who understand the content and processes of the Resident Educator (RE) Program and who have completed ODE's required online, two-hour Facilitation Training.

7.03 Mentees, Resident Educators, Shaker Mentor Teachers and Resident Educator Lead Mentors are expected to attend workshops prior to and during the school year outside of contract hours. Additionally, release time will be provided by the administration for Mentees, Resident Educators, Shaker Mentor Teachers and Resident Educator Lead Mentors.

7.04 Every attempt will be made so that Shaker Mentor Teachers and Resident Educator Mentors will assist no more than two (2) teachers per year. A Resident Educator Lead Mentor may be assigned a larger group of Resident Educators as this role is more technical in nature.

7.05 Shaker Mentor Teachers and Resident Educator Lead Mentors will receive supplemental contracts in accordance with Section 29.04.

ARTICLE VIII – TERMINATION

8.01 The Board is required to follow statutory procedures if it chooses to terminate the contract of any teacher.

8.02 Any member being notified of the Board's intent to terminate the contract has the right to engage legal counsel and to have SHTA assistance and representation. Notice of the right of

representation by SHTA, shall be given with notice of intent to terminate the contract.

8.03 SHTA will do everything within its power to assist the teacher in maintaining a competent working relationship between the teacher and supervisory personnel after any charge of incompetence. (Also, see Article X.)

ARTICLE IX - CLASS SIZE AND SCHOOL DAY

9.01 Because the pupil-teacher ratio is a vital aspect of an effective education program that is directly related to the volume of teacher work, it is believed that making an effort to maintain a favorable pupil-teacher ratio should (a) enable teachers to help pupils achieve academically and socially, (b) provide more teacher time for each student and (c) aid in the recruitment and retention of above average teachers. Facilities, personnel and future planning shall be used to attain these goals when funds are available, and it is in the best interests of students. If the Board finds that funds are not available to maintain the following program, the Superintendent will be available, upon request, to the SHTA Representative Council to present the facts and conditions and the alternatives being considered to meet the financial limitations. If this occurs, the Superintendent will accept suggestions that may be considered by the Board.

a. Elementary and secondary class sizes shall be at a maximum of 25/1 student-teacher ratio per building. In computing the student-teacher ratio for each building, the following certificated/licensed personnel shall be excluded: principal, assistant principal, staff assistant, dean, coordinator, instructional coach/specialist, director, guidance counselor, librarian, social worker, school psychologist and speech therapist.

b. In special subjects such as laboratory science, technology education, computer science or language laboratory courses, every attempt will be made to limit the number of students to available stations.

c. These goals shall not interfere with various grouping procedures or educational practices which may result in team teaching, ungrading, large group instruction, leveling, etc.

d. The student-counselor ratio at the secondary level shall be at a maximum of 300 to 1.

9.02 Teacher Day

The hours of the normal school day for elementary teachers will be for seven and three quarters hours between 7:45 a.m. and 4:30 p.m. The normal school day for secondary teachers will be for eight hours between 7:45 a.m. and 4:30 p.m. unless there is an early or late course scheduled at the high school. All hours will be continuous unless there is a late course. However, if there is a late course that would not permit continuous hours, assignment to such course will be on a voluntary basis and the administration will work with the SHTA President to identify the teacher or teachers to voluntarily take such assignment. Once a teacher's normal school day hours are set for the semester, they will not be changed without mutual consent. Flexible hours for an alternate work day for individual members may be agreed upon by mutual consent between the member, SHTA President, and administration. Every effort will be made to have this schedule established prior to start of the semester or trimester.

The lunch period will be fifty (50) minutes long for all teachers. Secondary lunch periods may be adjusted by no more than eight (8) minutes for the following reasons: assemblies, and/or when it is to the convenience of teachers attending building and/or district meetings or workshops. Any teachers' meetings may extend the normal school day by mutual consent.

On days when there is a regularly scheduled SHTA meeting of either the Executive Board or Representative Council, those bargaining unit members involved in such meeting will be excused at 4:00 p.m.

Conference days are not considered normal school days and the hours for such days may be scheduled differently than set forth in Paragraph 1 of Section 9.02, if mutually agreed by the SHTA and district administration.

As a matter of good administration, teachers are expected to personally consult the principal, or their designee in case of their absence, if they need to leave their building before the end of the normal school day or before the end of any scheduled meeting.

For those teachers who must travel between buildings, the administration will establish a reasonable time schedule. Travel time cannot be included in either the lunch period time or as a break in pupil contact time. Mileage reimbursement for travel whether between buildings for such teachers or for approved conferences shall be the lower of $.40 per mile or the IRS rate for mileage reimbursement.

9.03 Pupil Contact Time

Pupil Contact: That period of time during the instructional day in which a teacher has assigned responsibilities for a student and/or students.

a. Teachers at all levels will have no more than 320 minutes of pupil contact time per day. Included in this is conference period time and homeroom time.

b. An average of five (5) preparation periods per full school week will be provided each secondary teacher during the instructional day and is not to be considered a part of the pupil contact time. All secondary teachers will teach twenty-five instructional periods per week, not to exceed 320 minutes per day, unless relieved of certain of these periods by the building principal. Every effort will be made to schedule English teachers of Grades 9-12 to meet with no more than 100 students per day. However, the maximum number of students will be no more than 110 per day.

c. Each principal shall provide the elementary teacher a single planning period of at least 45 minutes per normal school day to complete classroom responsibilities. Under some conditions this daily period may be waived; however, the total planning time shall average 225 minutes per full school week. The planning period must constitute a break in pupil contact time.

d. Teaching in Shaker Heights is recognized as a profession, and teachers are trained professionally, each with specialized knowledge, talents and interests which contribute to

the educational offerings of the system. In view of this, it is the policy of this District to give them assignments that will permit maximum utilization of their certified/licensed teaching areas.

e. Teacher assignments are made during the hours that children are expected in school. Teachers may be asked to supervise special school events taking place before or after normal school hours including PTO Open Houses. Teachers shall exercise general supervisory authority over all students in their schools even though not so specifically assigned. School administrators have a responsibility and shall support teachers in these activities.

f. In addition to the 320 minutes of pupil contact time in 9.03(a), teachers shall be available after school to help students who require additional assistance.

ARTICLE X - PROFESSIONAL RESPONSIBILITIES

10.01 Members of the SHTA bargaining unit are expected to comply with the rules, regulations and directives adopted by the Board or its representatives and which are not inconsistent with the provisions of this Agreement. Board employees are not expected to issue any order which threatens physical safety or well-being of others.

10.02 Further, it shall be the responsibility of the administration to communicate openly and honestly to any member of SHTA bargaining unit any disagreement with their professional actions. Should such member not receive communication of the disagreement, the SHTA, when asked, will use its best efforts to clarify the situation. The initial effort made on the part of the SHTA will be a cooperative effort by the SHTA representative and the school principal.

10.03 Prior to the issuance of any reprimand, warning or discipline, a teacher shall be advised of their right to SHTA representation. Once a teacher requests such SHTA representation, no interview/interrogation of the teacher shall occur unless an SHTA representative is present. Evaluation conferences are not to be construed as reprimands, warnings or discipline by either the teacher or the administrator present at this conference.

If a teacher is disciplined or reprimanded, they will be furnished with the information forming the bases for the disciplinary action. Upon request of the teacher, such information will be provided to the SHTA. The teacher reserves the right to resort to the grievance procedure over any disciplinary action.

ARTICLE XI - TEACHER CONTRACT

11.01 The teacher contract and/or notification of appointment for present employees will be issued no later than June 30. Said contract and/or notification of appointment will contain the following information (when available):

a. Type of Contract (limited or continuing)

b. School Year

c. Name

d. Base salary - annual

e. Statement of salary classification on contract or addendum to contract.

11.02 The individual teacher contract shall be subject to any provisions set forth in the Agreement between the Board and SHTA and the Board Policy Book.

11.03 Staff members are responsible for upgrading or renewal of certificates or licensure. The Director of Human Resources and/or LPDC Committee will notify the teacher when their certificates/licenses are up for renewal.

ARTICLE XII - PROFESSIONAL GRIEVANCE PROCEDURES

12.01 Definitions

a. A grievance is a claim initiated by a teacher or the Association that there has been a violation, misinterpretation or misapplication of the policies, master contract, salaries, hours, employment conditions, and/or disciplinary action under such policies or rules of the Board and it may be processed as a grievance.

b. The term "grievant" shall include all active members in the unit represented by the Association.

c. The term "days" shall mean actual working days which are days when school is in session and when school is not in session, those days when the administration building is open for business.

d. The term "Superintendent" shall mean the Superintendent or the Superintendent's designee wherever used in this Agreement.

12.02 Rights of the Grievant and the Association

a. A grievant may appear on their own behalf or may be represented at any and all steps of the grievance procedure by the Association.

b. The Association shall receive notice of each meeting held to resolve the grievance and shall be given a copy of the recommended disposition of such grievance at each step. Such written notice and disposition shall be made at the same time and in the same manner as such notice or disposition is required to be sent to the grievant.

c. The fact that an employee files a grievance shall not be recorded in their personnel file or in any file used in the transfer assignment or promotion process; nor shall such fact be used in any recommendation for reemployment or recommendation for other employment; nor shall the grievant, the Association or its officers be placed in jeopardy or be the subject for reprisal or discrimination for having followed this grievance

procedure.

If a grievance appears to arise from the actions of an administrative officer other than the principal of a school and affects a teacher, a group or class of teachers or is concerned with a system-wide policy, it may be submitted at Step II described below.

The purpose of these procedures is to secure, at the lowest possible administrative level, equitable solutions to grievances. All parties agree that proceedings shall be kept confidential.

12.03 Time Limits

a. The number of days indicated at each step is considered a maximum. The time limits specified may be extended by written agreement of the parties in interest.

b. If an employee does not file a grievance in writing within twelve (12) days after they knew of the act or conditions on which the grievance is based, then the grievance shall be considered waived.

c. If a decision on a grievance is not appealed within the time limits specified at any step of the procedure, the grievance will be deemed settled on the basis of the disposition at that step and further appeal shall be barred.

d. Failure at any step of these procedures to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next step.

12.04 Grievance Procedure

a. Informal Procedures

If a teacher believes there is a basis for a grievance, they should first discuss the matter with their principal or immediate supervisor in an effort to resolve the problem informally. The teacher has the right to be accompanied and/or represented by the Association building representative or a member of the Association with due notice.

A grievance may be adjusted informally provided the adjustment is not inconsistent with this Agreement, Board policies, and rules and regulations of the Board, and if the Association representative (or their alternate) has been given the opportunity to be present at the meeting and to state the Association's views on the grievance if representation by the Association is desired by the grievant.

b. STEP I

If the grievance is not resolved within five (5) days of such informal meeting or if the teacher has elected not to use the informal procedure, they may present their formal claim by submitting a complete Grievance Report Form, Step I, which form is set forth in 12.05. Copies of this form showing the date of the occurrence, a statement of the nature of the grievance and provisions of this Agreement, Board policies, and/or rules allegedly violated, and the relief sought shall be submitted by the teacher to the Association representative who shall distribute copies of the completed

grievance to the Superintendent and principal or supervisor. Within five (5) days of the receipt of the Grievance Report Form, the principal or supervisor shall meet with the teacher and/or their Association representative in an effort to resolve the grievance. The principal or supervisor shall indicate their disposition of the grievance within five (5) days after such meeting by completing Step I of the Grievance Report Form and returning it to the teacher. The Association and the Superintendent shall both be notified in writing by the above-mentioned principal or supervisor as to such disposition of the grievance.

STEP II

If the Grievance Report Form is not forwarded by either the grievant or the Association to the Superintendent within five (5) days after the receipt of the disposition in Step I, the grievance shall be considered waived and further action barred.

If the teacher is not satisfied with the disposition of the grievance in Step I or if no disposition has been made within the above time limit, the grievant and the Association shall complete Grievance Report Form, Step II, and submit the grievance to the Superintendent. Within five (5) days of receipt, the superintendent and/or their designated representative shall meet with the grievant and/or their Association representative. Within five (5) days of this meeting, the Superintendent shall give a written disposition of the grievance on the grievance form and forward it to the teacher. The Association and the principal or supervisor shall be notified in writing of said disposition by the Superintendent.

STEP III

If requested in writing by the grievant, the Association may, not later than fifteen (15) days after receipt of the written decision of the Superintendent at Step II, refer the grievance to a disinterested third person by giving written notice to the Treasurer of the Board of its desire to do so. Not later than ten (10) days after such notice is given, representatives of the Board and of the Association shall meet to select the Arbitrator. If unable to agree, selection shall be made from a panel of seven (7) names prepared and submitted by the American Arbitration Association in accordance with its procedures. Decisions of the arbitrator that are consistent with the Board's and the Association's legal authority and pertain exclusively to the provisions of this contract, will be accepted by the Board and the Association.

Costs for the services of AAA and the Arbitrator shall be shared equally by the Board and the Association. Each party shall pay the costs of its own witnesses and presentation.

12.05 The grievance forms are attached to this Agreement as Exhibit 1.

ARTICLE XIII - TRANSFERS

A human resources department's effectiveness is directly related to its ability to implement the principle of "best fit." To the degree that a human resources department is able to match applicants to positions requiring the abilities and characteristics possessed by these applicants, will the department and thus the schools be functioning most effectively. The matching of individual's competencies with specific position demands, not of individuals with schools, is a primary personnel function.

The variables to be weighed in considering transfer requests include specific professional competencies, age, sex, experience, co-curricular interests, race and longevity.

13.01 Voluntary Transfer

a. As positions become available, the Director of Human Resources will post online active professional openings as well as send an email to all staff. All filled positions will be listed in an email to all staff following each Board meeting.

b. Teachers requesting a transfer to a specific opening may apply to that specific position. A general transfer request will not be sufficient. When a teacher applies, the teacher will be afforded an interview if the teacher holds the appropriate certification/licensure. Applicants who are not selected will be notified via email prior to the time the selection decision is made public. Following notification, any teacher may meet with the Director of Human Resources for a discussion of the selection decision. Any teacher desiring a change of teaching assignment that requires a change of building may discuss the matter with the building principal to whom they are responsible. They then should submit a general request for transfer in writing to the Director of Human Resources on or before April 30th.

c. The Director of Human Resources, in collaboration with the building principal/administrator, will determine the teacher best qualified for positional openings and will so notify that teacher.

d. Teachers may submit a general transfer request using the Request for Voluntary Transfer Form to the Director of Human resources for another grade level, school, and/or position. A general transfer request will be considered valid for one calendar year.

e. In the placement of teachers, consideration should be given to an assigned teaching position in which educational potential is maximized.

13.02 Administrator-Initiated Transfer

When needs exist which could necessitate an involuntary transfer of a staff member(s) by an administrator, the following steps should be taken:

a. The administrator shall review the transfer needs and discuss them with the staff members involved. Any teacher involved in a transfer may request the reasons for the transfer. This request shall be in writing to the building principal.

b. The administrator and the staff may discuss needed personnel changes and attempt to solicit volunteers for such transfers.

c. Teachers who are being transferred as a result of an administrator-initiated transfer shall be informed in writing by June 1.

d. In the assignment of administrator-initiated transferees, consideration should be given to an assigned teaching position which maximizes teacher potential.

e. Upon the written request of the transferee, the administrator shall express in writing the reasons for the transfer. This written statement shall be signed by the transferee and the administrator. The statement shall then be sent to the Director of Human Resources for placement in the transferee's file, and a copy will be given to the transferee. In the event the transferee refuses to sign the statement, the administrator will so note on the explanation and send it to the Director of Human Resources.

   A teacher may make written comments concerning the reasons for the transfer which will be signed by the teacher and attached to the written statement from the administrator for inclusion in the transferee's file.

f. The June first date in section c may be waived for the following reasons only: To fill positions caused by the resignation, death, leave of absence and/or retirement of a teacher(s) after the June first (1) date, or where a change in enrollment would necessitate a transfer to accommodate this change, or where a new position is created after June 1st. Additionally, the June first date may be waived for any other reason based upon mutual agreement of the Superintendent and the President of the SHTA.

If the Administration elects to use this option, then they shall make a reasonable effort to transfer that teacher(s) from a particular building and/or department (secondary) or grade level (elementary) who possesses the least amount of building and/or department (secondary) or grade level (elementary) seniority.

If the teacher(s) with the least amount of seniority is not transferred, the transferee(s) may request in writing within one (1) week that the Director of Human Resources justify this action in a letter to the transferee(s) with a copy to the Association, within one (1) week of the Director of Human Resources' receipt of the request.

Those elementary teacher(s) who are transferred administratively or moved within the building by the administration will receive Two Hundred Dollars ($200.00) for packing and unpacking material when required to do so outside of normal work hours or outside of the contract year.

13.03 Alignment of Staff

The SHTA and the Board will mutually endeavor to obtain a quality, integrated education for each child. Balancing of the teaching staff as to age, experience, training, race and sex is recognized as desirable in assuring equal educational opportunity. Voluntary transfer of staff is the method agreed upon for the contract period to achieve a major realignment of staff. If this method should prove unsatisfactory, then other methods to ensure a quality integrated education will be developed mutually by the SHTA and the administration.

13.04 Evaluation

It is recommended that teachers not be transferred the year that a continuing contract is to be considered since it makes it difficult for the receiving principal to evaluate the teacher.

ARTICLE XIV - EVALUATION

14.01 Teacher Evaluation

a. The Shaker Heights teacher evaluation procedure is designed primarily to recognize strengths, to encourage improvement and to stimulate professional growth. It is to be used also in helping the administrator arrive at a recommendation to the Superintendent concerning the appointment and/or promotion of teachers. It is not designed as a basis for granting salary increments.

b. To be most effective the evaluation procedure must be a cooperative procedure whose purpose is not only evaluation but is to provide constructive help for those teachers experiencing classroom difficulties. This means the teachers must be given the opportunity to become familiar with the objectives and standards they are expected to achieve. Evaluation forms shall be available online.

c. Teachers will be evaluated on the basis of all other teachers in Shaker Heights.

d. Copies of the evaluation will be provided to the teacher, the Superintendent, the principal and Human Resources. The evaluation will be discussed with the teacher before a copy is sent to Human Resources.

e. A teacher may make written comments concerning any part of the evaluation. Duplicates of the comments must be attached to all copies held by the District. If the teacher elects to make such comments, they shall not be required to sign the evaluation form until such comments are attached. Signature by the teacher does not indicate agreement with the evaluation, only that the evaluation conference has been held and the written evaluation has been received.

f. Explanations of the various characteristics, practices and techniques used in the evaluation are designed to help teachers and principals think more specifically about the general categories used in the form.

14.02 The evaluation procedure and schedule shall be consistent with the Teacher Evaluation Process as jointly developed by the SHTA and the Administration of the Board through the Teacher Evaluation Committee and as may be modified through the Teacher Evaluation Committee from time to time or as may be required by law.

14.03 Upon the written request of the teacher, their right of representation by SHTA shall hold for all evaluation conferences after the initial meeting of the teacher and the principal in the formal evaluations.

ARTICLE XV - NOTIFICATION OF ADMINISTRATIVE VACANCIES

15.01 Administrative Vacancies

Whenever a vacancy occurs in an administrative position for which teachers are qualified and certified/licensed, the Superintendent will publicize the position via email bulletins from Human Resources. These email bulletins will include information about the general responsibilities, qualifications, procedures for applying for the position, the time and place to file an application and other necessary information relative to the position.

15.02 Eligibility for Administrative Appointments

Among the criteria to be considered for each vacancy are:

a. The necessary degree and certification/licensure status.

b. Proof of satisfactory service in previously held positions.

c. Proof of leadership potential.

d. Special requirements of each vacancy such as the work year length and specific skills essential for potential success.

e. Necessary experience within or outside of Shaker Heights.

15.03 Miscellaneous

a. Selection of all personnel including administrators is the responsibility of the Board. Recommendations to the Board for all personnel appointments shall be made by the Superintendent.

b. The Superintendent shall not be restricted in any way from seeking and recommending to the Board the best qualified personnel, including teachers and administrators, to fill all vacancies. Nor will the Superintendent be restricted from deviating from the procedures in this document pertaining to notification of administrative vacancies when such deviation is necessary because of circumstances which are in the best interest of the Board or the students.

c. Reclassification or retitling of existing positions or the combining of two or more positions shall not necessitate staff notification.

d. Interviews for administrative vacancies will be offered to all qualified bargaining unit candidates who apply. Applicants who are not selected will be notified prior to public release of the appointment.

e. SHTA shares the district's commitment to Diversity, Equity, and Inclusion, including the goal to increase the number of administrators from underrepresented groups.

ARTICLE XVI - TEACHING ASSIGNMENT DURING PLANNING PERIOD

16.01 When a teacher is requested by the administration to waive or interrupt any part of their planning period to assume the responsibilities of teaching a class or for supervising students in lieu of a substitute teacher, the teacher shall be paid according to the following schedule starting with the first time:

Length of Time Teaching a Class or Supervising Students

0 - 30 Minutes	$14.00
31 - 60 Minutes	$28.00

16.02 Each building administrator or their designee will be responsible for seeing that accurate records are kept and that the Treasurer of the Board is informed when reimbursement is due.

ARTICLE XVII - PROGRAM, CURRICULUM AND ASSESSMENTS

17.01 Teachers are expected to participate with department chairs, supervisors, and principals in decision making regarding curriculum development, implementation of program, evaluation of program, textbook selection and curriculum revision. Careful consideration shall be given for balance in relation to grade levels, subject areas, types of students being served, special training and interest in the particular field.

17.02 Taking into consideration the number of state-required assessments, every effort will be made to ensure that district-wide testing will focus on multi-purpose assessments that inform instruction and, whenever possible, minimize the impact on instructional time.

ARTICLE XVIII - TEACHING ENVIRONMENT

18.01 When physically possible and in the light of overall budget requirements, the following teaching environment shall be provided:

a. The Board recognizes the necessity of abiding by state and local codes pertaining to safety and health. It is their intention to provide adequate facilities for each bargaining unit member.

b. Bargaining unit members will be provided with an air-conditioned lunch area space separate from students.

c. Available technology may be used by bargaining unit members for preparation of instructional materials. Copying machines and other materials will be available in each school for use in preparing instructional materials.

18.02 Windows and doors shall be kept in proper working order as part of the regular maintenance schedule.

18.03 Classroom interruptions by the public address system are to be permitted only in the case of an emergency or when no other reasonable alternative is possible.

18.04 Not less than one room, appropriately furnished shall be reserved for use as a lounge by bargaining unit members and shall not be designated as an instructional area. Members shall be permitted to have coffee making devices in lounges.

18.05 Adequate telephones within the limit of switchboard capacity and budget for the use of the professional staff will be installed in each building. The telephones will be in private locations.

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

18.07 The Board shall make available adequate instructional technology for each school.

18.08 Separate, clean, well-lighted faculty restrooms will be provided in each building.

18.09 Each school will have a workroom for the use of the bargaining unit members containing equipment and supplies necessary to the preparation of instructional materials. Such equipment and supplies would include any materials necessary to normal classroom operation.

18.10 Every effort will be made at all levels of the system to reduce the clerical responsibilities of the members.

18.11 Occupational Safety and Health

a. The parties desire to deal with safety and health complaints internally to attempt to correct any alleged problems. Where either the SHTA or any bargaining unit member has a safety or health complaint, the administration must be notified of the complaint. If after three (3) business days, the complaint has not been satisfactorily addressed, a complaint may be filed with the Ohio Department of Industrial Relations under Chapter 4167.

b. Before exercising the right to refuse to work under Section 4167.06 of the Revised Code because of a condition which the employee, acting in good faith, reasonably believes presents an imminent danger of death or serious harm to the employee, the Association and/or the bargaining unit member will immediately notify their supervisor of the

condition. The employee may be temporarily reassigned while the condition is being investigated and/or corrected.

ARTICLE XIX - MEDICAL EXAMINATIONS

19.01 Health examinations or vaccinations required by the State of Ohio or required locally will be provided without cost to the certificated/licensed staff. If a member of the staff elects to have their own private examination or vaccination, the member shall pay said costs and provide a documented statement of satisfactory completion of the required examination or vaccination.

ARTICLE XX - ABSENCE AND LEAVE

20.01 Regulations Concerning Absence

a. Sick leave with pay shall be earned, paid for and used by employees in accordance with the provisions of Section 3319.141, Ohio Revised Code. In accordance with the provisions of that section, employees will be permitted to accumulate sick leave with pay, at the rate of 15 days per year to an unlimited accumulation. At the time of employment new employees shall be advanced five (5) days of sick leave.

b. Absence deducted from sick leave -

1. Family illness - Absence due to illness in the family is interpreted to include parent, step-parent, spouse, qualified domestic partner, child, step-child or member of the immediate household and is deducted from sick leave. An affidavit may be required to support the claim that it is necessary for an employee to be away from their assignment due to family illness.

2. Family Death - Absence due to death in the immediate family is interpreted to include parent, parent-in-law, step-parent, daughter-in-law, son-in-law, grandparent, grandchild, brother, sister, child, step-child, spouse, qualified domestic partner, brother-in-law, sister-in-law, aunt, uncle or a member of the immediate household and is deducted from sick leave. Any employee who does not have sufficient sick leave accumulation, shall be entitled to up to three (3) days off without loss of pay for bereavement leave due to death in the immediate family.

c. Absence not deducted from sick leave and allowed with pay -

1. Professional meeting - Absence of an employee when occasioned by attendance at a convention or professional meeting may be permitted on full pay by the Superintendent at their discretion. It will not be deducted from sick leave.

2. School Visitation - Visiting days may be allowed to teachers at full pay by the Superintendent at their discretion.

3. Military Leave - Requests of this nature must be sent to the Superintendent for their action.

4. Personal Leave - Personal leave not to exceed three days a year shall be granted each employee. Personal leave may be used for such occasions as religious holidays, graduation and weddings of members of the immediate family or personal business that cannot be performed at any other time. Personal leave is intended to cover emergency or other business that cannot be performed at any other time. Personal leave is non-cumulative.

   Requests for personal leave on the day immediately preceding or following a school holiday period will not be approved, except under very unusual circumstances. A

Personal Leave Request Form must be completed and approved by the Director of Human Resources at least one week prior to the date of the request. If a personal day is taken before or after a holiday period without approval, the employee will be docked a day's pay at their per diem rate. Personal leave can be granted only when no compensation is received by the employee during time of such leave from other than school funds.

When personal leave is requested because of personal business which cannot be performed at any other time, the teacher need not describe nor reveal the nature of such business but need only state, in making the request, that the leave is necessary to attend to personal business which cannot be performed at any other time.

Unused personal leave at the end of the school year shall be converted to sick leave at the rate of one day of sick leave for each day of unused personal leave and then added to the employee's sick leave accumulation.

SHTA officers pledge their support in obtaining compliance to the spirit and intent of this provision.

5. Weather Conditions - Teachers who do not report for duty, in order to obtain pay for the day or days lost, must present upon their return, to the Superintendent, a statement of the facts satisfactory to the Superintendent which prevented their reaching school. Failure of transportation is not considered an "act of God."

d. Absences not covered above -

Absences for causes other than those hereinbefore mentioned shall be allowed with pay for not more than five (5) days in any calendar year upon evidence to the satisfaction of the Superintendent that such absence was beyond the control of the employee in the exercise of reasonable diligence.

e. Absence - less than half-day

Absence for any reason for less than half-day may be handled by the principal without reference to the Director of Human Resources.

f. To obtain payment for leave the teacher shall follow all procedures of the District's absence reporting system.

20.02 Leave of Absence, general (other than sabbatical)

The Board is required by law, upon the written request of a teacher to grant a leave of absence for a period of not more than two consecutive school years where illness or other disability is the reason for the request.

In addition, the Board is permitted, at its discretion, to grant a leave of absence upon the written request of a teacher for educational, professional or other purposes. In exercising this discretion hereafter, the Board will pursue the general policy outlined below.

A leave of absence shall be granted upon the written request of a teacher, where illness or other disability is not the reason for the request, only upon the following conditions:

a. The teacher shall have been in the service of the Board for a minimum of two (2) years and be in the possession of a professional teaching certificate/license immediately preceding the period of the proposed absence.

b. The application shall have been received by the Superintendent prior to the first school day of June preceding the school year for which the request is made.

c. The only reasons for which leaves will be granted shall be professional study, military service, educational endeavor, or travel in line with professional advancement.

d. The duration of the leave shall not exceed one year.

e. The teacher promises to return to the Shaker Heights District after the leave of absence.

20.03 Early Departure for Summer School Study

The Shaker Heights City School District is interested in having teachers upgrade their professional competency by continuing graduate study. Occasionally attendance in summer school creates a conflict with the closing of school at the end of the school year.

In such cases the Superintendent will consider on an individual basis request for early release from the teaching contract for attending summer school but will require as supporting information a statement indicating the following:

a. The normal registration period;

b. The first day of summer session classes;

c. The latest date on which a person may register for summer session;

d. The date on which penalty fees go into effect for late registrants; and

e. The availability of alternate summer school sessions to obtain the same courses.

It is the responsibility of the teacher to obtain the above information and to include all the above information in their request to the Superintendent. A very limited number of teachers can be approved on this basis, and approvals will be granted only in those situations where the educational program of the students will not be unduly disrupted, and the responsibility of the teacher can be reasonably fulfilled.

The principal's approval is required before submitting any request to the Superintendent.

20.04 Sabbatical Leave

The Board recognizes that a superior educational system and a program of instruction that meets the needs of all students can only be achieved by providing for continual improvement of the professional staff. Sabbatical leave is given to professional personnel to permit them to improve their ability to render educational service. Such improvement is usually achieved by formal study, research and/or writing and travel. Applications for sabbatical leave for other types of experiences shall be considered on their merits and may be approved by the Board upon the recommendation of the Superintendent.

a. A certificated/licensed employee may apply for sabbatical leave subject to the following conditions and requirements:

1. Applicant must have five (5) consecutive years of satisfactory service as a full- time employee in the Shaker Heights City School District. Military leaves shall not be interpreted as interrupted service.

2. Subsequent sabbatical leaves may be authorized after eligibility has been reestablished by service of an additional seven (7) consecutive years of satisfactory service as a full-time employee.

3. A maximum of two percent (2%) of the professional employees may be granted sabbatical leave each year. Insofar as possible a proportionate division of leaves will be granted to the various departments and grade levels.

4. A sabbatical leave may be granted for a period of one (1) full semester or two (2) full consecutive semesters within the same school year.

5. The applicant must sign an agreement to return to service with the Board immediately upon termination of sabbatical leave and continue in such service for a period of two (2) years unless causes beyond their control prevent such service. If service is terminated before the end of the two (2) years, a salary refund to the Board will be due proportionate to the amount of agreed upon service not actually rendered.

b. Requirements and status while on sabbatical leave are defined as follows:

1. The compensation of the staff member on sabbatical leave shall be half the salary they would receive if on active staff status for the period in which the leave is effective.

2. A staff member on sabbatical leave shall be considered to be in the employ of the Board, shall have a contract and shall be entitled to participate in any benefits that may be provided for by the rules and regulations of the Board. However, the Board shall not be held liable for death or injury sustained by any staff member while on sabbatical leave.

3. Payment of salary and withholdings for taxes and retirement shall be made in accordance with the provisions of the Board for payment of salary to other members

of the professional staff. It is the responsibility of the staff member to keep the Superintendent informed as to any changes in address.

4. A sabbatical leave granted to a regular employee of the professional staff also operates as a leave of absence without pay from all other school activities.

c. A staff member upon return from sabbatical leave shall enjoy the following privileges and benefits:

1. A term of sabbatical leave shall entitle an employee to an automatic salary schedule increment at the beginning of the next full year of school following their return to service in the system.

2. At the expiration of a sabbatical leave the employee shall be restored to their position or to a position with like status and pay.

3. Upon return from sabbatical leave, a report must be submitted to the Superintendent containing transcripts of all university work completed while on leave and detailed data as to the activities of the employee together with the employee's appraisal of the professional value of the experience or knowledge gained while on leave and the manner in which such experience or knowledge may be used for the benefit of the students of the schools of this district. This report shall be due the first school day of the month following the applicant's return to service with the Board.

If changes in legislation occur, this policy should be reviewed to agree with the new legislation.

20.05 a. Pregnancy Leave

An employee who is pregnant may take pregnancy leave for up to twelve (12) weeks. The employee may use sick leave for the first eight (8) weeks immediately following the date of birth.

Sick leave may be extended due to medical necessity. If a pregnant employee prefers not to use accumulated sick leave, or exhausts their accumulated sick leave credit, the employee may take all or part of the twelve (12) weeks without pay. During this period of leave, whether paid or unpaid, the Board shall continue to provide health insurance coverage to the same extent as provided prior to the parental leave.

b. Pregnancy and Delivery Support Leave and Adoptive Leave

An employee whose spouse or qualified domestic partner is pregnant or an employee who adopts a child may use available sick leave for up to two (2) weeks at the time of confinement and delivery or adoption. Support leave may be extended with unpaid leave to up to twelve (12) weeks (inclusive of the two (2) weeks of paid leave). During this period of leave, whether paid or unpaid, the Board shall continue to provide health insurance coverage to the same extent as provided prior to the leave.

c. Care-Giver Leave

An employee who is pregnant, whose spouse is pregnant, whose qualified domestic partner is pregnant, or who is adopting a child, or an employee who is responsible for care of a family member, may request and shall be granted a care-giver leave of absence without pay or benefits. However, if care-giver leave also qualifies for FMLA, benefits will continue in accordance with FMLA. Care-giver leave shall be granted on the conditions set forth below:

1. Family members are defined as: spouse, qualified domestic partner, child, step-child, parent, step-parent, sibling, parent-in-law, grandparent, aunt, uncle, sister-in-law, brother-in-law, or member of the immediate household.

2. A request for care-giver leave should be made sixty (60) calendar days prior to the commencement of the leave, if possible.

3. A meeting with the Director of Human Resources will be arranged to discuss a mutually convenient separation date as well as the anticipated date of return to full-time employment.

4. When the leave is related to the birth or adoption of a child, at the election of the employee, the leave of absence shall be granted for the balance of the semester or school year during which delivery or adoption or care is anticipated. When the leave is for the care of a family member, the leave shall be limited to twelve weeks.

5. The employee who has taken the leave for the remainder of the school year shall have such leave extended for one (1) additional school year upon request of the employee to the Director of Human Resources, made not later than the April 1st preceding the year for which such leave is requested. The employee who has taken the leave for the remainder of a semester shall have such leave extended for up to three (3) additional semesters upon request of the employee to the Director of Human Resources, provided the employee's leave ends at the end of a school year and the request for leave is made not later than 30 calendar days prior to the expiration of the original leave.

6. Failure of a limited contract employee on leave of absence to return a signed contract for the successive school year on or before July 10 shall be treated as a voluntary resignation. Failure of a continuing contract employee on leave of absence to return a signed letter of intent to fulfill their contractual obligation during the successive school year on or before July 10 shall be treated as a voluntary resignation.

7. Upon return, the employee shall be entitled to a position similar to that which was held prior to the leave.

d. FMLA

Pregnancy Leave, Pregnancy and Delivery Support Leave, Adoptive Leave, and Care-giver Leave shall run concurrently with FMLA, if applicable.

20.06 Physical Injury Leave

In accordance with the laws of the State of Ohio, a teacher may use such force as is necessary to quell a disturbance threatening physical injury to others, to obtain possession of weapons or other dangerous objects upon the person or within the control of the pupil for the purpose of self-defense, or for the protection of persons or property. It is recognized by the Board that in the course of performing these and other assigned duties, acts of physical assault upon the teacher may occur.

To ensure that such individual's rights are protected, it is necessary that proper procedures be followed when such instances arise. Procedures to be followed:

a. A teacher who has been physically assaulted in connection with the performance of a professional assignment of this Board, shall notify their appropriate supervisor immediately. Within twenty-four (24) hours of the incident the teacher will make every attempt to provide their supervisor with a written report of the incident. Such report shall be signed by the teacher ortheir representative.

b. The principal or designated representative shall attempt to obtain a list of witnesses to said assault. The principal shall then attempt to obtain a written statement of the observations of each witness.

c. As soon as possible, copies of the teacher's report and the written statements and observations of each witness shall be forwarded to the President of the SHTA and to the Board through the Superintendent's office. Copies of the witnesses' statements will also be given to the teachers involved.

d. If court action results, said teacher and any witnesses shall be granted leave of their professional duties and a certified/licensed substitute will be provided with no loss of pay (personal or sick leave) for days in court and as may be requested by their legal counsel, court officials, and law enforcement officers.

e. If an assault on a teacher results in the teacher being unable to teach for a period of time, said teacher shall be provided leave until they are able to resume their professional duties without loss of pay and without loss of any benefits listed under Article XXIV of this Agreement. Neither shall any teacher so affected lose any sick leave that they may have accumulated. (See 20.01 of this Agreement). This leave will be limited to the balance of the current school year; however, the Superintendent shall extend it up to another semester if the individual's licensed physician states they are medically unable to perform their contractual duties because of the physical injury. The statement must include the physician's estimate of the date the employee will be able to return to work.

f. The teacher shall not qualify for assault leave except upon submission of an application on a form to be furnished by the Board.

g. The teacher shall furnish a certificate/license from their licensed physician, stating the nature of their disability and its expected duration.

h. If a teacher absence resulting from assault is covered by Workers' Compensation, the Board shall provide the additional compensation that will provide said teacher with the same income they received at the time of their assault. In the event a delayed award by Workers' Compensation results in a total combined payment to the teacher which results in an amount equal to more than the teacher's normal per diem rate, the excess payment will be returned to the Board.

i. A teacher temporarily disabled as a result of a physical assault shall be returned to the same position as held at the time of the incident, and shall be entitled to automatic salary schedule increments upon their return to work.

j. A teacher on leave under this section may not earn money from other sources in the school district while on such leave.

k. Any exception beyond the above must be recommended by the Superintendent and approved by the Board.

20.07 A qualified domestic partner is defined as the sole domestic partner, not related by blood, who live together in the same residence and intend to do so indefinitely. These individuals are engaged in a committed relationship of mutual caring and support and are jointly responsible for each other's common welfare and expenses. Proof of interdependence includes at least three of the following: (1) common ownership of a vehicle; (2) common ownership of real property; (3) drivers' licenses with common address; (4) proof of joint bank accounts or credit accounts; (5) designated primary beneficiary; and (6) assignment of durable power of attorney or living will.

ARTICLE XXI - PROTECTION OF TEACHERS AND STUDENTS

21.01 General

The administration recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom in accordance with Section 3319.41 of the Ohio Revised Code. It is the responsibility of the teacher to provide a classroom learning situation which provides an atmosphere for learning to take place; when it becomes apparent that a breakdown in classroom discipline is caused by a particular pupil who is disruptive in nature, it is the duty of the teacher and principal to find a reasonable solution to the problem, including requesting additional support from the district.

It is the intention of the administration to support teachers' efforts in maintaining orderly classrooms and in protecting them from unruly students. When a student's behavior is so extreme that it disrupts the educational process, parents will be consulted and, if necessary, the police. Suspension and expulsion from school may be considered in accordance with the provisions of the Ohio Revised Code.

ARTICLE XXII - REDUCTION IN STAFF

22.01 Attrition

The number of persons affected by a reduction in staff will be kept to a minimum by not employing replacements insofar as practicable for employees who retire or resign or whose limited contracts are not renewed. To achieve educational aims, however, it may be necessary to hire some replacements for some positions if other employees in the system do not possess the certification/licensure, qualifications and experience for the position and the position is one that needs to be filled.

22.02 Suspension of Continuing Contracts

When, by reason of budgetary constraints, changing course offerings and selections, decreased enrollment of pupils, return to duty of regular teachers after leave of absence, or by reason of suspension of schools or territorial changes affecting the District, the Board decides that it will be necessary to reduce the number of teachers, it may make a reasonable reduction. In making such a reduction, the Board shall proceed to suspend contracts in accordance with the recommendation of the Superintendent who shall, within each teaching field affected, give preference to teachers on continuing contracts. Pursuant to R.C. 3319.17, seniority shall not be a basis for determining the order of a Reduction in Staff except when deciding between teachers who have comparable evaluations. Comparable evaluations will be based upon a rolling average of the final summative ratings up to three years as available.

If seniority is a factor, the following criteria will be used in determining service time:

a. If two or more teachers begin their Shaker service at the same time, the date on their recommendation to hire form will be used as first date of service. If two or more teachers have recommendation to hire forms bearing the same date, seniority will be established on the basis of the time of receiving the teacher's signed contract in the office of the Director of Human Resources.

b. Service prior to a resignation will not be used if a teacher has been reemployed.

c. Authorized leaves of absence for illness, disability, maternity, military service or sabbatical will be used to compute length of service.

A copy of the Reduction in Staff List will be provided to the Association immediately after the Board action.

Teachers whose continuing contracts are suspended shall have the right of restoration to continuing service in the District if and when teaching positions become vacant or are created for which any of such teachers are or become qualified, pursuant to Section 22.03 below.

With respect to teachers holding the same areas of certification/licensure, the Board shall nonrenew teachers' limited contracts before the suspension of teachers' continuing contracts.

22.03 Recall of Continuing Contracts

Recall of teachers on continuing contracts will be achieved as follows:

Teachers in the same certification/licensure areas whose continuing contract have been suspended because of reduction in staff will be recalled in reverse order of the reduction.

22.04 Suspension of Limited Contracts

Hard and fast rules cannot be applied in determining the extent to which reductions are necessary or for determining which limited contract teachers are affected. As reflected in section 22.02, and pursuant to R.C. 3319.17, seniority will play a role in determining the order in which reductions in staff are made when deciding between teachers who have comparable evaluations. Comparable evaluations will be based upon a rolling average of the final summative ratings up to three years as available. In accomplishing reduction in staff, the concern has been and must continue to be the welfare of the students in the school district.

In addition to evaluations, the following criteria will be used to determine which teachers will be affected by staff reduction, not necessarily in order listed:

a. Length of service to Shaker Heights when deciding between teachers who have comparable evaluations. Service to be determined in the same manner as described for Continuing Contract teachers.

b. Major area of study and certification/licensure.

c. Exceptions to preference for retention based on length of continuous service may be made to ensure the retention of particular skills that are needed, to ensure continued performance of supplemental duty assignments performed in the past by employees with less continuous service, to comply with state and federal laws relating to employment matters, and in consideration of program needs. Other unusual or unanticipated situations also may warrant taking factors other than length of continuous service into account in determining preference for retention.

22.05 Recall of Limited Contract Teachers

Any teacher whose name appears on the Reduction in Staff List shall be offered reemployment when a position becomes available for which they are certified/licensed and qualified in the reverse order of layoff, with the first opportunity being given to continuing contract teachers.

22.06 Recall Procedures

a. The Human Resources Office will give written notice of an offer of employment by sending a registered or certified letter to said teacher at their last known address. It shall be the responsibility of each teacher to notify the Human Resources Office of any change in address.

b. A teacher on the Reduction in Staff List shall, upon accepting an offer of reemployment, return to the system with the same seniority, accumulation of sick leave days, and salary schedule placement as the teacher would have received in the year following contract suspension, if, as a result of reemployment, a teacher resumes employment in the first semester (prior to January 1st) of the year in which the teacher's contract was suspended.

c. Limited contract teachers will remain on the Reduction in Staff List for a period of fifteen (15) months following their suspension. If a teacher is offered reemployment and fails to accept the offer within ten (10) calendar days, the teacher will be immediately removed from the Reduction in Staff List. However, if the teacher is unable to accept the offer because they are unable to be released from another teaching contract, the teacher will remain on the recall list. After being removed from the Reduction in Staff List, a teacher must make application for employment in accordance with established procedures if they desire to be considered for employment by the Shaker Heights City School District.

ARTICLE XXIII - PART-TIME EMPLOYEES

23.01 Part-time employees shall be entitled to the benefits as set forth in this Agreement, however, such benefits shall be prorated according to the percentage of time worked as compared to the total workday for full-time employees. Proration of insurance benefits means the Board share will be equal to the prorated percentage and the employee must pay the balance if they wish to obtain the benefit.

23.02 For purposes of this Agreement, part-time employees will not accumulate seniority.

23.03 Part-time employees shall not be entitled to continuing contract status and shall only be employed on a limited contract basis.

23.04 Part-time employees shall continue to be advanced on the salary schedule in half steps based upon aggregated part-time service during the years.

23.05 When, by reason of decreased enrollment in a program or change in curriculum, a full-time, continuing contract teacher is forced to accept a part-time position with the Shaker Heights City School District, that teacher shall continue to receive full insurance benefits as set forth in this Agreement and will continue to accumulate seniority as if on a full-time basis. Such teacher's salary will be adjusted on a pro rata basis and advancement on the salary schedule will be in full steps. All other benefits will be provided consistent with the provisions of Section 23.01.

ARTICLE XXIV - GROUP INSURANCE

24.01 Health Care Coverage

The Board has the right to select carrier or self-insure health care coverage, with a PPO that includes the following coverage:

a. The Board will continue to provide medical coverage with a $250 deductible per family member to a maximum of $500 deductible per family and a 90%/10% copayment with a maximum out of pocket of $500 for single coverage and $1000 for family coverage when

in network and with a $500 deductible per family member to a maximum of $1000 per family and 70%/30% copayment with a maximum out of pocket of $1000 for single coverage and $2000 for family coverage when out of network. The coverage shall have an unlimited lifetime limit. There will be an office visit co-pay of $20 and an emergency room co-pay of $100;

b. Prior to solicitation of bids for possible change of carrier, the SHTA will be notified and given an opportunity to discuss standards and bid specifications, as well as the financial strength and capabilities of carriers given the opportunity to bid;

c. Board will not initiate any change in carrier more than once per calendar year.

Employees will contribute 14% of monthly funding rate for individual or family coverage. Effective January 1, 2027, employees will contribute 15%. The Board will notify the Association of any funding rate adjustment within two weeks after the Board determines any funding rate adjustment. The Board will provide the Association with the actuarial report regarding any funding rate adjustments.

24.02 Prescription Drug

Prescription drug coverage, including oral contraceptives, with a Seven Dollar ($7.00) co- pay feature for generic drugs, Twenty-Five Dollar ($25.00) co-pay for preferred name brand drugs and Fifty Dollar ($50.00) co-pay for non-preferred drugs will be provided for all bargaining unit members by the Board at Board expense. Mail orders will have a $17.50 co-pay for generic, $62.50 co-pay for preferred name brand, and $125.00 co-pay for non-preferred drugs. Retail drugs will be limited to a 30-day supply and mail order to a 90-day supply.

Determinations regarding whether a drug falls within the classification of generic, preferred name brand, non-preferred or excluded will be according to the Pharmacy Benefits Manager's (PBM) preferred drug formulary. Compound medications are covered by the plan if determined to be medically necessary. Specialty drugs will be dispensed via the PBM's Exclusive Specialty Pharmacy.

Employees will contribute 14% of the monthly funding rate for individual or family coverage. Effective January 1, 2027, employees will contribute 15%. The Board will notify the Association of any funding rate adjustment within two weeks after the Board determines any funding rate adjustment. The Board will provide the Association with the actuarial report regarding any funding rate adjustments. The out-of-pocket maximum for prescription drugs will be in accordance with the allowable maximum under the Affordable Care Act.

24.03 Life Insurance

The Board will fully pay for and provide its certified/licensed employees with a term life insurance program providing for (a) a death benefit of Fifty Thousand ($50,000); (b) dismemberment coverage; and (c) double indemnity death benefit in the event of accidental death.

24.04 Dental Plan

U.C.R. Coverage

Calendar Year Maximum	Co-Insurance Features				Deductibles Applied			
	Preventive	General	Restorative	Orthodontia	Preventative	General	Restorative	Orthodontia
$1,500	100% pd.by carrier	85% pd. by carrier	80% pd. by carrier	50% pd. by carrier	None	None	$50.	$50.
	0% by employee	15% by employee	20% by employee	50% by employee				

Note: There is a $1,500 lifetime limit per person for orthodontia coverage.

The Board may offer a dental network option, providing employees the option to choose network or non-network providers.

Employees will contribute 13% of monthly funding rate for individual or family coverage. Effective January 1, 2024, employees will contribute 14%. The Board will notify the Association of any funding rate adjustment within two weeks after the Board determines any funding rate adjustment. The Board will provide the Association with the actuarial report regarding any funding rate adjustments.

24.05 Premium Payments

If a continuing contract teacher should exhaust their sick leave within the time specifications of this contract, the Board, for a period not to exceed twelve (12) months, shall continue to pay their premiums for the following fringe benefits:

A. PPO/HMO
B. Prescription Drug
C. Life Insurance
D. Dental Insurance

The payment of such premiums will cease if the employee retires, resigns, goes on disability retirement or their contract is terminated.

24.06 125 Plan

The District will maintain a Section 125 plan for premiums only and effective by the implementation for the health insurance plan changes, the District will convert to a flexible account that includes eligible medical expenses and dependent care expenses with participating employees paying whatever the administrative charge is to run the 125 Plan.

24.07 If an employee's spouse is eligible to participate, as a current employee or in their current enterprise or retiree, in group health insurance and/or prescription drug insurance sponsored by their employer, enterprise or any public or private retirement plan, the spouse must enroll in such group insurance coverage.

The requirement does not apply to any spouse who works less than 30 hours per week and is required to pay more than 50% of the single premium to participate in the employer's group health insurance coverage and/or prescription drug insurance coverage.

Upon the spouse's enrollment in such group insurance coverage, that coverage will become the primary payor of benefits and the coverage sponsored by the Board will become the secondary payor of benefits except where contrary to law.

Any spouse who fails to enroll in any group insurance coverage sponsored by the spouse's employer, enterprise or any public or private retirement plan, as required by this Agreement, shall be ineligible for benefits under the group insurance coverage sponsored by the Board.

Every employee whose spouse participates in the Board's group health insurance coverage and/or prescription drug insurance coverage shall complete and submit to the Board, upon request, a written certification verifying whether their spouse is eligible to participate in group health insurance coverage and/or prescription drug insurance coverage sponsored by the spouse's employer, enterprise or public or private retirement plan. If any employee fails to complete and submit the certification form by the required date, such employee's spouse will be removed immediately from all health and prescription drug insurance coverage sponsored by the Board. Additional documentation may be required.

An employee who submits false information or fails to timely advise the Board of a change in the spouse's eligibility for employer, enterprise or retirement plan sponsored group health insurance and prescription drug insurance and such false information, or such failure results in the Board providing benefits to which the spouse is not entitled, the employee will be personally liable to the Board for reimbursement of benefits and expenses incurred by the Board. Any amount to be reimbursed by the employee may be by direct payment by the employee or, if not, shall be deducted through payroll deduction.

ARTICLE XXV - PROFESSIONAL LEARNING

25.01 In addition to approved professional learning experiences outside of the district, the Administration and SHTA members will collaborate to create and implement high quality in-district professional learning opportunities consistent with the District's Strategic Plan. This may include one (1) in-school release day or two (2) half days per teacher per year to observe colleagues' classrooms. Notice of intent to observe should be shared with the building administration at least ten (10) school days before the release day. In the event that coverage is not feasible, the release day will be rescheduled to a date mutually agreed upon by the principal and the teachers.

25.02 To maintain Excellence in Education, the Board shall budget a special fund of $125,000 per year for the purpose of assisting those teachers working toward obtaining their first Master's when such a Degree is in their teaching field or in a related education field. All remaining funds shall be

used to assist those teachers working beyond their first Master's and Graduate level work provided such course work is in their teaching field or in a related education field of study. The Board shall pay tuition cost up to $150.00 per credit hour.

25.03 All teachers completing graduate level work shall submit to the Director of Human Resources the necessary documentation demonstrating the successful completion of such course work prior to December 1 of each calendar year. The Director of Human Resources shall total all legitimate claims for reimbursement. If the total is less than $125,000, then each claimant shall be paid up to the amount specified in § 25.02. If the total is more than $125,000 then an equitable distribution of funds shall be made based upon a fractional cost per graduate hour completed. In no case shall the total of payments exceed $125,000 in any given calendar year. Each claimant shall receive notification of the amount they are to receive no later than January 15th of the next calendar year. No payment shall be made for correspondence courses.

25.04 The Treasurer, within thirty (30) calendar days after notification by the Director of Human Resources, shall issue a separate check in the amount specified by the administrator in charge of personnel to the teacher. Deductions mandated by law shall be made.

25.05 The Director of Human Resources shall forward to the President of SHTA a notification showing names, hours and amount of payment to each teacher.

ARTICLE XXVI - SEVERANCE PAY

26.01 Any employee who works regularly each week on a permanent part-time basis or on a full-time basis and who has ten (10) or more years of service with the Board, may elect at the time of their retirement from active service to receive severance pay in an amount equal to:

> One-fourth (1/4) of their unused sick leave accumulation at the per diem rate of said employee's basic contract salary in effect at the time of last day of employment in Shaker Heights. Supplemental contracts, extended service, overtime or any other compensation will not be included in the calculation.
>
> As used herein, the word "retirement" means "permanent retirement" with regard to age and years of service as defined by the Ohio State Retirement Systems.

Payment of severance pay hereunder shall be made only upon fulfillment of the following conditions.

a. The employee is expected to sign an affidavit regarding retirement and severance pay. The form for this purpose will be made available by the Human Resources Office.

b. Except as provided below, the employee must be in active service, be eligible for retirement, and elect to retire at the time of termination of employment. If at the time of an employee's termination of employment, the employee is not eligible for retirement, the employee may still apply for and receive payment for that part of unused sick leave they would be eligible to receive upon retirement, as long as the following is true and the following procedures are followed:

1. The former staff member applies, in writing, to the Superintendent within thirty- seven (37) months of the staff member's last day of employment.

2. The former staff member has not taken a teaching position during that thirty-seven (37) month period.

3. The former staff member becomes eligible for and actually retires during that thirty-seven (37) month period.

c. The former employee is expected to present satisfactory evidence to the Treasurer that their retirement is in effect.

d. To the extent provided for under the Shaker Heights City School District's Section 403(b) Plan (the "SHTA Severance Pay Deferral Plan"), a retiring employee's severance pay shall be paid directly into a Section 403(b) annuity (a "Designated Contract"). If a retiring employee's severance pay is not payable under the SHTA Pay Deferral Plan, the retiring employee may elect to defer all or a portion of the severance pay, in accordance with the terms of applicable federal income tax law and the terms of Shaker Heights City School District Section 403(b) Plan and any Section 457(b) plan of the school district.

e. Upon payment of the severance pay to the former employee, all of their accumulated sick leave credit shall be cancelled.

Any exception beyond the above must be recommended by the Superintendent and approved by the Board.

ARTICLE XXVII - SALARY

27.01 Effective January 1, 2025, the BA Minimum will be increased 2.0% on the salary schedule set forth in Section 27.05. Retroactive payments and salary adjustments will be paid no later than the pay date of the first full pay period after Board approval.

27.02 Effective January 1, 2026, the BA Minimum will be increased 2.0% on the salary schedule set forth in Section 27.06.

27.03 Effective January 1, 2027, the BA Minimum will be increased 2.0% on the salary schedule set forth in Section 27.07.

27.04 If a member announces retirement by March 1st, 2025 and retires at the end of the 2024-2025 school year they will be eligible for $1000 stipend in their final pay check. If they announce by December 31st, 2025 and retire at the end of the 2025-2026 school year they will be eligible for a $500 stipend in their final pay check.

ARTICLE XXVII - SALARY SCHEDULE

27.05 Effective January 1, 2025, the BA Minimum will be $52,935 on the salary schedule, as follows:

2.00%	School Yr 2024-25 includes 185 base days salary as below, plus no additional days paid at per diem rate as worked.						
185 Days		B.A.+15					
STEP	B.A.	OR 5 YRS	M.A.	M.A.+15	M.A.+30	M.A.+45	PH.D.
	1.0000	1.0222	1.0700	1.0966	1.1188	1.1521	1.1965
A	52,935	54,110	56,640	58,048	59,224	60,986	63,337
	1.0500	1.0733	1.1022	1.1244	1.1466	1.1688	1.2222
B	55,582	56,815	58,345	59,520	60,695	61,870	64,697
	1.1000	1.1244	1.1600	1.1822	1.2044	1.2266	1.2888
C	58,228	59,520	61,405	62,580	63,755	64,930	68,223
	1.1500	1.1755	1.2177	1.2400	1.2622	1.2844	1.3555
D	60,875	62,225	64,459	65,639	66,814	67,990	71,753
	1.2000	1.2266	1.2755	1.2977	1.3200	1.3422	1.4222
E	63,522	64,930	67,519	68,694	69,874	71,049	75,284
	1.2500	1.2777	1.3333	1.3555	1.3777	1.4000	1.4888
F	66,169	67,635	70,578	71,753	72,928	74,109	78,810
	1.3000	1.3288	1.4000	1.4222	1.4444	1.4666	1.5555
G	68,815	70,340	74,109	75,284	76,459	77,634	82,340
	1.3500	1.3800	1.4666	1.4888	1.5111	1.5333	1.6222
H	71,462	73,050	77,634	78,810	79,990	81,165	85,871
	1.4000	1.4311	1.5333	1.5555	1.5777	1.6000	1.6888
I	74,109	75,755	81,165	82,340	83,515	84,696	89,397
	1.4500	1.4822	1.6000	1.6222	1.6444	1.6666	1.7555
J	76,756	78,460	84,696	85,871	87,046	88,221	92,927
	1.5000	1.5333	1.6666	1.6888	1.7111	1.7333	1.8222
K	79,402	81,165	88,221	89,397	90,577	91,752	96,458
	1.5500	1.5844	1.7333	1.7555	1.7777	1.8000	1.8888
L	82,049	83,870	91,752	92,927	94,102	95,283	99,984
	1.6000	1.6355	1.8000	1.8222	1.8444	1.8666	1.9555
M	84,696	86,575	95,283	96,458	97,633	98,808	103,514
	1.6500	1.6866	1.8666	1.8888	1.9111	1.9333	2.0222
N	87,343	89,280	98,808	99,984	101,164	102,339	107,045
	1.7000	1.7377	1.9333	1.9555	1.9777	2.0000	2.0888
O	89,989	91,985	102,339	103,514	104,689	105,870	110,571
	1.7500	1.8111	2.0000	2.0244	2.0488	2.0733	2.1755
P	92,636	95,870	105,870	107,161	108,453	109,750	115,160
	1.7750	1.8478	2.0335	2.0589	2.0844	2.1100	2.2189
R	93,960	97,813	107,643	108,988	110,338	111,693	117,457
	1.8000	1.8845	2.0670	2.0934	2.1200	2.1467	2.2623
S	95,283	99,756	109,417	110,814	112,222	113,635	119,755
	1.8250	1.9212	2.1005	2.1279	2.1556	2.1834	2.3057
T	96,606	101,699	111,190	112,640	114,107	115,578	122,052

AFTER 5 YEARS AT STEP P - 6TH YEAR TO STEP R
AFTER 5 YEARS AT STEP R - NEXT YEAR TO STEP S
AFTER 5 YEARS AT STEP S - NEXT YEAR TO STEP T

TO FIND THE SALARY FIGURE IN ANY BLOCK, MULTIPLY THE MINIMUM (B.A. STEP A) SALARY BY THE INDEX RATIO DECIMAL IN THE INDICATED BLOCK.

TEACHERS EMPLOYED AS OF MARCH 31, 2011 WHO POSSESS A MASTER'S DEGREE WILL BE GRANTED A DOUBLE INCREMENT AT TIME OF OBTAINING A CONTINUING CONTRACT AND ANOTHER DOUBLE INCREMENT AFTER 5 YEARS ON THE CONTINUING CONTRACT.

ARTICLE XXVII - SALARY SCHEDULE

27.06 Effective January 1, 2026, the BA Minimum will be $53,994 on the salary schedule, as follows:

2.00%	School Yr 2025-26 includes 185 base days salary as below, plus no additional days paid at per diem rate as worked.						
185 Days		B.A.+15					
STEP	B.A.	OR 5 YRS	M.A.	M.A.+15	M.A.+30	M.A.+45	PH.D.
	1.0000	1.0222	1.0700	1.0966	1.1188	1.1521	1.1965
A	53,994	55,192	57,773	59,209	60,408	62,206	64,603
	1.0500	1.0733	1.1022	1.1244	1.1466	1.1688	1.2222
B	56,693	57,951	59,512	60,711	61,909	63,108	65,991
	1.1000	1.1244	1.1600	1.1822	1.2044	1.2266	1.2888
C	59,393	60,711	62,633	63,831	65,030	66,229	69,587
	1.1500	1.1755	1.2177	1.2400	1.2622	1.2844	1.3555
D	62,093	63,470	65,748	66,952	68,151	69,350	73,188
	1.2000	1.2266	1.2755	1.2977	1.3200	1.3422	1.4222
E	64,792	66,229	68,869	70,068	71,272	72,470	76,790
	1.2500	1.2777	1.3333	1.3555	1.3777	1.4000	1.4888
F	67,492	68,988	71,990	73,188	74,387	75,591	80,386
	1.3000	1.3288	1.4000	1.4222	1.4444	1.4666	1.5555
G	70,192	71,747	75,591	76,790	77,989	79,187	83,987
	1.3500	1.3800	1.4666	1.4888	1.5111	1.5333	1.6222
H	72,891	74,511	79,187	80,386	81,590	82,789	87,589
	1.4000	1.4311	1.5333	1.5555	1.5777	1.6000	1.6888
I	75,591	77,270	82,789	83,987	85,186	86,390	91,185
	1.4500	1.4822	1.6000	1.6222	1.6444	1.6666	1.7555
J	78,291	80,029	86,390	87,589	88,787	89,986	94,786
	1.5000	1.5333	1.6666	1.6888	1.7111	1.7333	1.8222
K	80,991	82,789	89,986	91,185	92,389	93,587	98,387
	1.5500	1.5844	1.7333	1.7555	1.7777	1.8000	1.8888
L	83,690	85,548	93,587	94,786	95,985	97,189	101,983
	1.6000	1.6355	1.8000	1.8222	1.8444	1.8666	1.9555
M	86,390	88,307	97,189	98,387	99,586	100,785	105,585
	1.6500	1.6866	1.8666	1.8888	1.9111	1.9333	2.0222
N	89,090	91,066	100,785	101,983	103,187	104,386	109,186
	1.7000	1.7377	1.9333	1.9555	1.9777	2.0000	2.0888
O	91,789	93,825	104,386	105,585	106,783	107,987	112,782
	1.7500	1.8111	2.0000	2.0244	2.0488	2.0733	2.1755
P	94,489	97,788	107,987	109,305	110,622	111,945	117,463
	1.7750	1.8478	2.0335	2.0589	2.0844	2.1100	2.2189
R	95,839	99,770	109,796	111,168	112,544	113,927	119,807
	1.8000	1.8845	2.0670	2.0934	2.1200	2.1467	2.2623
S	97,189	101,751	111,605	113,030	114,467	115,908	122,150
	1.8250	1.9212	2.1005	2.1279	2.1556	2.1834	2.3057
T	98,539	103,733	113,414	114,893	116,389	117,890	124,493

AFTER 5 YEARS AT STEP P - 6TH YEAR TO STEP R
AFTER 5 YEARS AT STEP R - NEXT YEAR TO STEP S
AFTER 5 YEARS AT STEP S - NEXT YEAR TO STEP T

TO FIND THE SALARY FIGURE IN ANY BLOCK, MULTIPLY THE MINIMUM (B.A. STEP A) SALARY BY THE INDEX RATIO DECIMAL IN THE INDICATED BLOCK.

TEACHERS EMPLOYED AS OF MARCH 31, 2011 WHO POSSESS A MASTER'S DEGREE WILL BE GRANTED A DOUBLE INCREMENT AT TIME OF OBTAINING A CONTINUING CONTRACT AND ANOTHER DOUBLE INCREMENT AFTER 5 YEARS ON THE CONTINUING CONTRACT.

ARTICLE XXVII - SALARY SCHEDULE

27.07 Effective January 1, 2027, the BA Minimum will be $55,074 on the salary schedule, as follows:

2.00%	School Yr 2026-27 includes 185 base days salary as below, plus no additional days paid at per diem rate as worked.						
185 Days		B.A.+15					
STEP	B.A.	OR 5 YRS	M.A.	M.A.+15	M.A.+30	M.A.+45	PH.D.
	1.0000	1.0222	1.0700	1.0966	1.1188	1.1521	1.1965
A	55,074	56,296	58,929	60,394	61,616	63,450	65,896
	1.0500	1.0733	1.1022	1.1244	1.1466	1.1688	1.2222
B	57,827	59,110	60,702	61,925	63,147	64,370	67,311
	1.1000	1.1244	1.1600	1.1822	1.2044	1.2266	1.2888
C	60,581	61,925	63,885	65,108	66,331	67,553	70,979
	1.1500	1.1755	1.2177	1.2400	1.2622	1.2844	1.3555
D	63,335	64,739	67,063	68,291	69,514	70,736	74,652
	1.2000	1.2266	1.2755	1.2977	1.3200	1.3422	1.4222
E	66,088	67,553	70,246	71,469	72,697	73,920	78,326
	1.2500	1.2777	1.3333	1.3555	1.3777	1.4000	1.4888
F	68,842	70,368	73,430	74,652	75,875	77,103	81,994
	1.3000	1.3288	1.4000	1.4222	1.4444	1.4666	1.5555
G	71,596	73,182	77,103	78,326	79,548	80,771	85,667
	1.3500	1.3800	1.4666	1.4888	1.5111	1.5333	1.6222
H	74,349	76,002	80,771	81,994	83,222	84,444	89,340
	1.4000	1.4311	1.5333	1.5555	1.5777	1.6000	1.6888
I	77,103	78,816	84,444	85,667	86,890	88,118	93,008
	1.4500	1.4822	1.6000	1.6222	1.6444	1.6666	1.7555
J	79,857	81,630	88,118	89,340	90,563	91,786	96,682
	1.5000	1.5333	1.6666	1.6888	1.7111	1.7333	1.8222
K	82,610	84,444	91,786	93,008	94,236	95,459	100,355
	1.5500	1.5844	1.7333	1.7555	1.7777	1.8000	1.8888
L	85,364	87,259	95,459	96,682	97,904	99,132	104,023
	1.6000	1.6355	1.8000	1.8222	1.8444	1.8666	1.9555
M	88,118	90,073	99,132	100,355	101,578	102,800	107,696
	1.6500	1.6866	1.8666	1.8888	1.9111	1.9333	2.0222
N	90,871	92,887	102,800	104,023	105,251	106,474	111,370
	1.7000	1.7377	1.9333	1.9555	1.9777	2.0000	2.0888
O	93,625	95,701	106,474	107,696	108,919	110,147	115,038
	1.7500	1.8111	2.0000	2.0244	2.0488	2.0733	2.1755
P	96,379	99,744	110,147	111,491	112,835	114,184	119,813
	1.7750	1.8478	2.0335	2.0589	2.0844	2.1100	2.2189
R	97,756	101,765	111,992	113,391	114,795	116,205	122,203
	1.8000	1.8845	2.0670	2.0934	2.1200	2.1467	2.2623
S	99,132	103,786	113,837	115,291	116,756	118,226	124,593
	1.8250	1.9212	2.1005	2.1279	2.1556	2.1834	2.3057
T	100,509	105,807	115,682	117,191	118,717	120,248	126,983

AFTER 5 YEARS AT STEP P - 6TH YEAR TO STEP R
AFTER 5 YEARS AT STEP R - NEXT YEAR TO STEP S
AFTER 5 YEARS AT STEP S - NEXT YEAR TO STEP T

TO FIND THE SALARY FIGURE IN ANY BLOCK, MULTIPLY THE MINIMUM (B.A. STEP A) SALARY BY THE INDEX RATIO DECIMAL IN THE INDICATED BLOCK.

TEACHERS EMPLOYED AS OF MARCH 31, 2011 WHO POSSESS A MASTER'S DEGREE WILL BE GRANTED A DOUBLE INCREMENT AT TIME OF OBTAINING A CONTINUING CONTRACT AND ANOTHER DOUBLE INCREMENT AFTER 5 YEARS ON THE CONTINUING CONTRACT.

27.08 The payroll dates shall be semi-monthly on a schedule as determined by the Treasurer with consultation from the SHTA President.

27.09 The salary schedule is based on a 185 day-work year.

27.10 Board action on salary reclassification for those staff members who have accumulated additional approved credit hours, beyond the master's degree, will be taken two (2) times a year, at the regular Board Meetings in November and April. There shall be no restrictions on reclassification among columns for MA+15, MA+30 and MA+45, other than having the necessary number of hours. Action shall also be taken on the above dates on reclassification of staff members who have accumulated additional approved credit hours which will change their classification from BA to BA+15 or 5 years.

Those teachers employed with the District as of March 31, 2011 who have met each of the qualifications of having their Master's Degree and being on continuing contract shall receive the initial double jump reclassification at the same time other action for salary reclassification is taken. This action is to be taken at the first Board meeting after an applicant has completed all necessary requirements and has completed the necessary forms for the Shaker Heights Human Resources Office.

Requests must be submitted on the appropriate form by the date designated by the Superintendent in order to be eligible for reclassification. Requests must be accompanied by a transcript of credits. An official letter from the registrar of the college or other acceptable evidence may serve temporarily until a transcript can be obtained.

Requests reaching the Director of Human Resources after the date set by the Superintendent will not be acted upon until the following official date for approval or reclassification.

While responsibility for notifying the Director of Human Resources rests with the individual teacher, this office is available for any assistance.

Approval made at the November Board meeting will authorize the full salary adjustment applicable to the particular salary reclassification. The amount of this adjustment is prorated over the remainder of the contract year. Approvals acted upon at the April meeting will be for one-half the reclassification salary adjustment. This amount is then prorated over the remaining months of the contract year.

ARTICLE XXVIII - BOARD PICKUP OF MEMBER CONTRIBUTION TO STRS

28.01 The purpose of this Article is that total annual salary and salary per pay for each member shall be the salary otherwise payable under this Agreement as amended. The total annual salary and salary per pay period of each member shall be payable by the Board in two parts: (1) deferred salary and (2) cash salary. A member's deferred salary shall be equal to that percentage of said member's total annual salary or salary per pay period which is required from time to time by the State Teachers Retirement System (STRS") to be paid as an employee contribution by said member and shall be paid by the Board to STRS on behalf of said member as a "pickup" of the STRS employee contribution otherwise payable by said member. A member's cash salary shall be equal to said member's total salary or salary per pay period less the amount, subject to applicable payroll deductions, to said

members. The Board's total combined expenditures for members' total annual salaries otherwise payable under this Agreement, as amended, (including pickup amounts) and its employer contributions to STRS shall not be greater than the amounts it would have paid for those items had this provision not been in effect.

28.02 The Board shall fulfill its income tax reporting and withholding responsibilities for each employee in such manner as is required by applicable federal, state and local laws and regulations as they may exist at the time of such reporting and withholding, it being the Board's understanding that federal and Ohio income tax laws and regulations presently require it to report as an employee's gross income their total annual salary less the amount of the pick-up while applicable municipal income tax laws require it to report as an employee's gross income their total annual salary including the amount of the pick-up.

28.03 The pickup shall be included in the member's total annual salary for the purpose of computing daily rate of pay, for determining paid salary adjustments to be made due to absence, or for any other similar purpose.

28.04 Should the Internal Revenue Service determine that the deferred salary would be treated as current taxable income for federal income tax purposes, this Article will be void and inoperable.

28.05 The pickup shall apply to all payroll payments made after the adoption of this Agreement as amended, but not less than thirty (30) calendar days after agreement is reached.

ARTICLE XXIX - SUPPLEMENTAL CONTRACTS

29.01 Limited contracts of employment shall be issued for a term of not more than one year to all teachers performing assigned supplemental duties in addition to regular teaching duties. Such contracts shall set forth the nature of the supplemental duty or duties to be performed and the compensation to be paid and shall be signed by the teacher and the appropriate Board officer. The compensation paid shall be based on an index, which shall be calculated at 1% of the base pay for the subsequent school year.

29.02 There shall be a Supplemental Contract Review Committee consisting of an equal number of representatives appointed by the SHTA President and the Superintendent to review, on an annual basis, and to recommend modifications, if warranted, to the list of supplemental contracts and the appropriate index. The Committee may also consider changes to the following: (1) procedures for posting and awarding supplemental contracts, (2) objective parameters by category, (3) job expectations for supplemental contracts by category, and (4) a self-evaluation tool to be completed annually for each supplemental contract holder.

The Supplemental Contract Review Committee shall meet by May 1st. Their recommendations shall be forwarded to the SHTA President and the Superintendent for consideration and, if approved, will be memorialized in a Memorandum of Understanding (MOU) to be forwarded to the Board for consideration and approval. Upon approval of the Board, the MOU shall become a part of this Agreement. If a new MOU is not approved, then the MOU from the prior school year shall remain in effect.

Prior to September 15th of each year, those teachers holding limited supplemental contracts for extra-curricular or co-curricular positions will execute a declaration of intent to accept such position(s) for the current school year, if offered. Athletic supplemental contracts are submitted on a seasonal basis.

29.03 The New MOU, if applicable, will be approved by the Board on or before June 30th. Limited contracts for extra-curricular and co-curricular positions shall be issued on or before October 30th to those teachers identified at that time for appointment to such position(s). Athletic supplemental contracts are issued on a seasonal basis.

ARTICLE XXX - EXTENDED DUTIES

30.01 Extended Time

An employee whose regular teaching contract has extended time added to it shall be compensated at their per diem rate in effect at the time the extended time is scheduled to be performed.

30.02 Units

Any teacher electing to participate in curriculum writing or district projects which occur beyond the contract day or year will be compensated at the rate of Sixty-Five Dollars ($65.00) per unit. A unit will be defined as approximately one-half of the school day as defined in Article IX, Section 9.02. Each unit must be approved in advance by the administration.

Upon Board approval, project stipends will replace the unit pay structure. It is anticipated that project stipends will be implemented for projects awarded on or after July 1, 2015.

A unit pay/project stipend review committee will make recommendations to the SHTA President and Superintendent based upon objective parameters including but not limited to time commitment, complexity, scope of work and level of responsibility of the project. When the project stipend is awarded, it will be for the duration of the defined time period (year, semester, etc.).

The committee may also review the project stipends on an annual basis and recommend revisions, if necessary, to the SHTA President and Superintendent for consideration. If any recommended revisions are approved, they will be memorialized in a Memorandum of Understanding (MOU) to be forwarded to the Board for consideration and approval. Upon approval of the Board, each MOU shall become part of this Agreement.

ARTICLE XXXI - NURSE ASSIGNMENTS

31.01 If one nurse is assigned to a building with one thousand or more students, the nurse assigned to that building shall be provided clerical help.

ARTICLE XXXII - JOB SHARING AND REDUCED TIME SCHEDULE

32.01 Job-Sharing.

A. Continuing contract teachers currently teaching or on leave, with at least three (3) consecutive school years of full-time teaching in the Shaker Heights City School District or retirees from the Shaker Heights City School District previously holding continuing contracts who are interested in forming a job-sharing team for the following school year must notify the Director of Human Resources prior to March 1st. A listing of teachers interested in forming job sharing teams will be posted in all buildings by March 10th and the list will contain the teachers' names, certification/licensure and current employment status including most recent teaching assignment. The formation of possible job-sharing teams is the responsibility of the interested teachers.

B. A job-sharing team is limited to two (2) teachers and the job-sharing team will assume the teaching assignment of one of the team members. The team must notify Director of Human Resources in writing no later than April 1st of their desire to be employed as a job-sharing team for the following school year and the teaching assignment they wish to assume. All teachers making application for job-sharing positions shall receive notification of acceptance or denial no later than May 1st.

32.02 Reduced Time Schedule.

A. Continuing contract teachers currently teaching or on leave, with at least three (3) consecutive school years of full-time teaching in the Shaker Heights City School District, who are interested in working a reduced time schedule for the following school year must notify the school principal prior to March 1st. The principal will consider the request based upon factors including, but not limited to, the percentage the teacher is requesting to teach, the needs of the building, student enrollment, student course selections, and staffing levels. If the principal believes the requested reduction in the teaching schedule is feasible, the principal will forward the request for final review and approval by the Director of Human Resources.

B. All teachers making application for a reduced time schedule for the following year shall receive notification of acceptance or denial no later than May 1st.

32.03 Duration/Reapplication for Job-Sharing/Reduced Time Arrangement.

Job sharing teams are formed for one academic year and at the conclusion of a job-sharing assignment, both teachers will resume full-time status in a position similar to that held prior to the formation of that team. Likewise, a reduced time schedule shall be for one academic year and at the conclusion of the year, the teacher will resume full-time status in a position similar to that held prior to the reduced time schedule. Teachers who wish to continue in the job-sharing program/reduced time arrangement for a subsequent school year must reapply.

32.04 Salary and Benefits of Job-Sharing/Reduced Time Arrangement.

Teachers assigned to job sharing under this Article and teachers working under a reduced time schedule under this Article shall be entitled to the salary and benefits on a prorated basis consistent with Article XXIII, Section 23.01. Job sharing/reduced time teachers shall retain continuing contract status and maintain seniority. Advancement on the salary schedule shall be granted in half step increments.

ARTICLE XXXIII – REEMPLOYMENT OF STRS RETIREES

33.01 Any teacher who retires under STRS and is subsequently reemployed by the District shall be placed at Step K of the salary schedule (provided the teacher has at least ten (10) years of service) to include academic training level and will be eligible for subsequent experience steps and academic training steps.

33.02 A teacher who is employed or reemployed subsequent to retirement under STRS will not be eligible to carry over any sick leave or bring any sick leave into the District but will earn sick leave at the same rate as other teachers under the collective bargaining agreement. Such teacher will not be eligible for any retirement severance pay after rehire.

33.03 Any teacher employed under this Article shall only be eligible for one-year limited teaching contracts and shall not be entitled to continuing contract status.

33.04 Any teacher employed under this Article shall not be eligible for accumulation of seniority.

33.05 Except as specified in this Article, teachers hired under Section 33.01 shall have all other rights as specified in the collective bargaining agreement.

ARTICLE XXXIV – TEACHER PROFESSIONAL ORGANIZATIONS

34.01 No later than June 15th of any given year, the SHTA shall forward to the District Treasurer the following information regarding all officers and employees of the SHTA designated as eligible for STRS TPO contributions for the next school year:

a. Names and Social Security numbers and position with SHTA;

b. The amount of the salary each officer and employee of the SHTA who is eligible for STRS TPO contributions is scheduled to be paid by the SHTA for the subsequent school year for service to the teacher professional organization.

34.02 Prior to August 1, the Treasurer will notify the SHTA of the maximum amount of salary paid by the SHTA to each officer and employee that is eligible for STRS payment on compensation for service to the teacher professional organization by making the following determination:

a. The teacher's base contract daily rate shall be computed by using the salary schedule amount the teacher will be eligible to receive from the District for the next school without extended service, ratio or supplemental contracts, divided by the

days of service. For this purpose, "days of service" shall only include those days in the District's teachers' contract.

b. The teacher's base contract daily rate as computed under Section 34.02 a. above shall be multiplied by the remainder of days after subtracting the days of service used in Section 34.02 a. from 250. The resulting product shall be the maximum salary which can be reported in any given year (July through June) for salary paid by the SHTA to be included for compensation on which STRS credit will be given under regulation.

c. The Treasurer will also notify the SHTA of the employer and employee share percentage for STRS for the subsequent school year.

34.03 If the officers and employees of the SHTA designated as eligible for STRS TPO contributions change or if their salary changes, after the start of the school year, the SHTA shall promptly notify the Treasurer with the information required under Section 34.01 and the Treasurer shall provide the information as required under Section 34.02, as promptly as practicable.

34.04 Starting with September of each year, the SHTA will forward to the Treasurer, no later than one week after payment is made for the quarter (ending September 30, December 31, March 31 and June 30), a certification of the payment, pursuant to the formula set forth in Section 34.0, to each SHTA officer and employee who is designated as eligible for STRS TPO payment together with the employer and employee share of STRS contributions on such salary amounts for all designated TPO-eligible persons. The Treasurer will forward such quarterly STRS payments together with the appropriate payroll amounts based upon District payroll to STRS. The Treasurer will not forward any amounts in excess of the maximum allowable as calculated under Section 34.02, but shall return those amounts to the SHTA and advise them that no further payment for any affected individual should be made during that fiscal year.

34.05 The parties agree that it is not the intent of the parties to have the District incur any additional costs under this agreement or as a consequence of the additional retirement contributions made to STRS that are attributable to the TPO compensation for any SHTA officer. Should the District incur any additional costs beyond the amounts paid by the SHTA under Section 34.04, the District shall notify the SHTA of such additional costs and the SHTA will reimburse the District for such costs.

ARTICLE XXXV - IMPLEMENTATION

35.01 This Agreement shall be effective upon ratification by both parties and is effective through December 31, 2027 except as otherwise specifically provided in this Agreement.

35.02 The policies enacted by this Agreement, when adopted by the Board, shall supersede any rules, regulations, practices or policies of the Board or administrative directives which may be contrary or inconsistent with the terms of this Agreement.

35.03 It is the intent of the parties to have the provisions of this collective bargaining agreement supersede and replace any conflicting provisions of law, including all local rules, regulations and

resolutions, to the extent permitted under the provisions of Chapter 4117 of the Ohio Revised Code. However, if any provision of this Agreement or any application of this Agreement to any of the certificated/licensed staff members who are covered by this Agreement is found to be impermissibly contrary to law, then such provision or application shall not be deemed valid except to the extent permitted by law, but all other provisions or applications of this Agreement shall continue in full force and effect. In such case, to the extent permissible under the law and a request is made by either party, the parties shall meet to renegotiate the applicable provision(s).

35.04 During the term of this Agreement there will be no strike, work stoppage, professional study days or concerted failure to report for work, or loss of instructional days or loss of work days for any unauthorized reasons.

35.05 Copies of this Agreement shall be printed at the expense of the Board within thirty (30) calendar days after the agreement is signed. Further, the Board will furnish 250 copies (or other lesser quantity as mutually agreed to by the SHTA President) of this Agreement to the Association for its requirements.

FOR THE SHAKER HEIGHTS TEACHERS' ASSOCIATION

John L. Morris, President

Darlene Garrison, Vice President

Lisa Hardiman, Secretary

David Klapholz

Matthew Klodor

Gwendolyn Lewis

James Schmidt

Michael Sears

FOR THE SHAKER HEIGHTS BOARD OF EDUCATION

Lora Cover, President

David Glasner, Superintendent

Donte' Hayes, Treasurer

Roneisha Campbell

Felecia Evans

Jeffrey Grosse

Tiffany Joseph

John Moore

Jasmine Venson

Isaiah Wyatt

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{04088630 - 1}

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EXHIBIT 1

SHAKER HEIGHTS CITY SCHOOL DISTRICT

GRIEVANCE REPORT FORM

Grievance No. _____

Distribution of Form, STEP I
1. Superintendent
2. Principal or Supervisor
3. Association Representative
4. Teacher

GRIEVANCE REPORT

STEP I

Submit three copies to Association representative.

_____ _____

Building Assignment Name of Grievant Date Filed

A. Date Cause of Grievance Occurred _____

B. Statement of Grievance _____

_____

_____

_____

_____

Relief Sought _____

_____

_____

_____ _____

Date Signature of Grievant

_____ _____

Date Signature of Association Representative

C. Disposition by Supervisor _____

_____

_____

_____ _____

Date Signature of Supervisor

If any space provided is insufficient, addenda may be affixed to this report. Grievance number, date and signature should be placed on any addenda.

SHAKER HEIGHTS CITY SCHOOL DISTRICT

GRIEVANCE REPORT FORM

Grievance No. _____

Distribution of Form, STEP II
1. Superintendent
2. Principal or Supervisor
3. Association Representative
4. Teacher

GRIEVANCE REPORT

STEP II

Submit three copies to Association representative.

_____ _____ _____

Building Assignment Name of Grievant Date Filed

A. Position of Grievant and/or Association _____

_____

_____

_____

_____ _____

Date Signature of Grievant

_____ _____

Date Signature of Association Representative

B. Date received by Superintendent or designee _____

C. Disposition by Superintendent or designee _____

_____

_____

_____

_____

_____ _____

Date Signature

If any space provided is insufficient, addenda may be affixed to this report. Grievance number, date and signature should be placed on any addenda.

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SHAKER HEIGHTS CITY SCHOOL DISTRICT

GRIEVANCE REPORT FORM

Grievance No. _____

Distribution of Form, STEP III
1. Superintendent
2. Principal or Supervisor
3. Association Representative
4. Teacher

GRIEVANCE REPORT

STEP III

Submit three copies to Association representative.

_____ _____ _____ _____
Building Assignment Name of Grievant Date Filed

A. Position of Association or Grievant If the Association is in Non-concurrence

_____

_____

_____

_____ _____
Date Signature of Grievant

_____ _____
Date Signature of Association Representative

B. Date submitted to arbitrator _____

C. Disposition and award of arbitrator _____

_____

_____

_____

_____ _____
Date Signature of Arbitrator

If any space provided is insufficient, addenda may be affixed to this report. Grievance number, date and signature should be placed on any addenda.

{04088630 - 1}

Side Letter A

REVIEW COMMITTEES

A. Building Committee Pilot Extension

The goal of the Building Committee is: To foster a positive climate of problem solving and collaboration whereby the faculty has an outlet for sharing ideas and resolutions to benefit the school, faculty, and the students they serve. The team is charged with addressing building schedules, building operations, and faculty concerns not related to adherence to the collective bargaining agreement. The team will consist of the following: The building principal or their designee, assistant principal(s), an SHTA Representative Council building member, and no more than six teachers appointed by the SHTA President or their designee. By mutual consent, the Building Committee may be opened up to representatives from other bargaining units in the building.

The committee will meet as needed, throughout the calendar year, but not less frequently than monthly unless mutually agreed upon by the SHTA Representative Council Building member and the principal. These meetings and suggestions will not bypass the negotiations or grievance procedures nor supersede management rights. The Building Committee will work on collaborative, consensus-based solutions. The agenda should be set by mutual agreement. The duty of taking minutes shall be voluntary and undertaken by an SHTA member. Agenda and the minutes will be shared with staff after each meeting. Building Committee minutes should not be made part of the SHTA Representative Council building reports unless those issues relate to the contract.

Participation on the Building Committee shall not serve as a basis for the evaluation of any teacher.

The pilot will continue through June 2026. Recommendations will be forwarded to the SHTA President and the Superintendent. If approved, the pilot will be memorialized in a Memorandum of Understanding (MOU) to be forwarded to the Board for consideration and approval. At the end of the pilot program, data on impact of the Building Committee language will be provided to the SHTA and to the Administration for further consideration as to the viability of the structure.

* As part of this extension, the pilot's mandate will be a district-wide meeting of Building Committee members, both SHTA and administration, to discuss best practices in collaboration. The meeting minutes and best practice results, including any surveys, will be shared with the SHTA President and Superintendent to inform next steps.

Side Letter B

REVIEW COMMITTEES

A. Sick Day Transfer Committee

The Sick Day Transfer Program (SDTP), having been jointly developed with the SHTA and the district, including procedures for requesting a sick day transfer, guidelines for qualified recipients, and other procedures relevant to the operation of the program, shall be conducted as follows.

1. Only members of the SHTA bargaining unit will be permitted to participate in the SDTP as either donors or recipients.
2. A member of the SHTA bargaining unit may donate sick leave directly to another SHTA bargaining unit member under the following conditions:
    a. Donated sick leave may be used only for a serious illness or injury of the employee or the employee's family in accordance with the provisions of Section 20.01, b.1. of the SHTA Collective Bargaining Agreement and only after the employee has exhausted all of their accrued sick leave and available personal leave. A "serious illness or injury" shall be one that is catastrophic, life-threatening or debilitating. An employee that expects to exhaust their supply of sick leave may complete a Sick Day Donation Eligibility Form and submit it to the Director of Human Resources in order to become eligible to receive sick leave donations after their supply has been exhausted. This form may be submitted by the employee after their available sick day leave reaches fifteen days or fewer and FMLA paperwork has been filed and approved by Human Resources. The Director of Human Resources may request additional information from applicants, including a letter from their physician describing their conditions or prognoses, in order to determine their eligibility. Such information shall be kept confidential and shall be maintained in the Human Resources office. Cooperation shall be a condition of participation in the SDTP. No decision shall serve as precedent for future decisions.
    b. Employees and the employee's underlying need for donated sick days must be eligible for and/or qualify under FMLA in order to receive donated sick days in accordance with the terms of this program. Employees that are not eligible for FMLA due to the length of their employment (i.e. they have been employed less than one year), but who would qualify for FMLA otherwise may participate in this program.
    c. Donated sick day recipients shall lose eligibility and forfeit all sick leave transfer benefits if they receive any work and/or work-related income while on leave from any outside source, including but not limited to unemployment, STRS disability, or the Bureau of Workers' Compensation.
    d. The Director of Human Resources will verify the requests for SDTP eligibility and inform the Treasurer's Office and the SHTA President that the member is qualified to receive sick day donations. The SHTA President will inform the Sick Day Committee chair of the member's eligibility.
    e. The SHTA Sick Day Committee chair will provide the Treasurer's Office with the names of those wishing to donate to a given recipient and the number of days to be donated per donating member. The SHTA Sick Day Committee chair is responsible for informing donors in the event that donations are directed to a desired recipient.
    f. Donated sick days will be transferred to the recipient at a rate of two and a half (2.5) SHTA member donated sick days to one (1) recipient received sick day. For part-time employees, donated sick days shall be converted to hours based upon the length of that employee's workday at the time of transfer and the 2.5:1 ratio shall be maintained. For example, if a

five-hour position donates a "day" to the Donee, it shall be converted to two (2) hours of time for the Donee for subsequent use. Similarly, donated days shall be provided in terms of hours based upon the recipient's workday at the time of the eligibility determination. Therefore, if an employee is contracted to work for two (2) hours, they will receive two (2) hours of paid time off at their regular hourly rate for that "day." Accordingly, five (5) hours will be subtracted from the Donor. All sick days transferred will remain the recipients. At no point can transferred sick days be converted for payment. Any days not used by the recipient shall be forfeited at the end of the school year in which they were donated, and shall not be returned to the donor under any circumstances. Under no circumstances shall any employee receive payment or any form of compensation in exchange for accrued and unused sick days transferred through the SDTP.

g. A recipient may receive a total of no more than 50 donated sick days through the SDTP during any consecutive two-school-year period of time. A "day" for part-time employees is reduced based on their regular daily hours. In other words, part-time employees are not eligible for more time beyond their regular number of hours worked per day.
h. The total of an employee's sick leave donations to all recipients may not exceed 10 donated days per school year. Only employees with an accumulated sick leave balance of 20 or more days may donate more than one day per school year. Employees with fewer than 10 sick days may not donate at all.

3. The donation of sick leave days by one employee to another is a charitable act to be undertaken at the sole discretion of the donor. No employee has a right to expect to receive donated days, and no undue pressure on employees to donate sick days to another employee will be allowed. Solicitation of sick days should be undertaken by the SHTA Head Building Representative, SHTA Sick Day Committee chair, or a member of the SHTA Executive Board, not by the intended recipient. The SHTA will manage the donation process.
4. The sick day donation process is a discretionary service; any Member's refusal to donate will not be subject to disciplinary action of any kind. In addition, the sick day donation process shall be conducted in a fair and impartial manner and in accordance with the Board's policy against discrimination.
5. The SDTP process, including but not limited to eligibility determinations, allocation of days and all other aspects set forth above or otherwise related, shall not be subject to the parties' grievance procedure or otherwise challenged. If any dispute arises, SHTA and the administration will meet to discuss such concerns and attempt to reach a resolution.

Side Letter C

PUPIL CONTACT TIME

When a proposed schedule change does not include 25 instructional periods per week, an alternate schedule for the building may be agreed upon by mutual consent between the building membership, SHTA President, and building administration. The Proposed alternate schedule will include the number of classes taught per teacher per week. The agreement would be between the members and building administration, and approved by the SHTA President and Superintendent. This side letter will expire at the end of the term of this contract.

MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN SHAKER HEIGHTS CITY SCHOOL DISTRICT AND THE SHAKER HEIGHTS TEACHERS' ASSOCIATION

This memorandum of Understanding ("MOU") is between the Shaker Heights City School District Board of Education ("Board" or "District") and the Shaker Heights Teachers' Association ("SHTA") (hereinafter collectively the "Parties"). The Parties agree as follows:

WHEREAS, the current collective bargaining agreement (Negotiated Agreement) between the Board and the Union is set to expire on December 31, 2024;

WHEREAS, the Parties are in agreement that additional time is necessary to finalize and implement the new Negotiated Agreement, which is schedule to take effect upon the expiration of the current collective bargaining agreement and ratification of the new Negotiated Agreement;

NOW, THEREOFRE, the Parties mutually agree as follows:
Part A: Extension of the Current Agreement
The terms and conditions of the current Negotiated Agreement, including all appendices, side agreements, and memoranda, shall remain in full force and effect from January 1, 2025, until a new Negotiated Agreement is ratified.

1. Salary and Benefits
    a. All salary schedules, stipends, supplementals and benefits outlined in the current Negotiated Agreement shall remain unchanged during the extension period.
    b. If there are provisions in the new agreement that are retroactive, they will be implemented per the terms of the new Negotiated Agreement once ratified.
2. Grievances and Disputes
    a. Any grievances or disputes arising during the extension period shall be handled in accordance with the grievance procedures outlined in the current Negotiated Agreement.
3. Negotiation of the New Agreement
    a. The Parties shall continue good faith negotiations toward finalizing the new Negotiated Agreement during the extension period.
4. Effective Date and Termination of MOU
    a. This MOU shall take effect upon the signature of both Parties and shall terminate upon ratification and implementation of the new Negotiated Agreement, whichever occurs first.
5. No Precedent Established
    a. This MOU is entered into solely for the purposes stated herein and shall not serve as precedent for any future agreements or negotiations between the Parties

Part B: 9.02 Teacher Work Day and9.03 Pupil Contact Time
No changes to9.02 Teacher Work Day and 9.03 Pupil Contact Time shall be effect until July 1st, 2025.