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NEGOTIATED AGREEMENT

BETWEEN

THE SHAWNEE EDUCATION ASSOCIATION

AND

THE SHAWNEE LOCAL BOARD OF EDUCATION

SEPTEMBER 1, 2025 - JUNE 30, 2027
AMENDED FOR JULY 1, 2026 - JUNE 30, 2027

NEGOTIATED AGREEMENT
THE SHAWNEE EDUCATION ASSOCIATION
AND
THE SHAWNEE LOCAL SCHOOL DISTRICT BOARD OF EDUCATION

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NEGOTIATED AGREEMENT
BETWEEN THE SHAWNEE EDUCATION ASSOCIATION
AND THE SHAWNEE LOCAL BOARD OF EDUCATION
September 1, 2025 through June 30, 2027

ARTICLE 1 – RECOGNITION AGREEMENT

The Shawnee Local School District Board of Education recognizes the Shawnee Education Association, OEA/NEA as the sole and exclusive representative, for purposes of and as defined in Chapter 4117 of the Ohio Revised Code, for all professional certificated personnel, both full-time and regular part-time, whether actively employed or on leave of absence or on reduction in force suspension with recall rights, including by way of illustration classroom teachers, tutors, guidance counselors, librarians, media and program specialists, nurses, any certificated employee hired in the future to act as athletic director who is not a supervisor or management level employee as defined in Ohio Revised Code 4117.01 (F), substitutes after they have taught in one specific teaching position for sixty consecutive school days in a school year, and department heads. Specifically excluded from the bargaining unit are the Superintendent, Assistant Superintendents, Principals, Assistant Principals, Athletic Director, non-certificated employees and all non-certificated employment teachers paid with auxiliary services funds, other substitutes, and other administrative personnel as defined in Chapter 4117 of the Ohio Revised Code. The bargaining unit shall also include any newly created non-supervisory certificated position having a community of interest in wages, hours, and terms and conditions of employment with teachers in the unit as described above. Substitute teachers who are in the bargaining unit shall only be entitled to the negotiated teacher salary, insurance benefits and sick leave and only while actively employed and assigned continuously to the specific teaching position.

ARTICLE 2 – DEFINITIONS

The following definitions apply to this Agreement unless expressly provided otherwise:

A. The "**Association**" means the Shawnee Education Association, its affiliated organizations (National Education Association and Ohio Education Association) and persons acting on behalf of the Association or any affiliated organization.

B. The "**Board**" means the Shawnee Local School District Board of Education and its administrators and others authorized to act on its behalf.

C. "**Days**" means calendar days.

D. "**District**" means Shawnee Local School District.

E. "**Teacher**" means any employee of the Board in the bargaining unit described in Article 1 above.

ARTICLE 3 – MEMBERSHIP IN PROFESSIONAL ORGANIZATIONS

Certificated teaching personnel shall have the right to join or not to join any teacher organization, and membership in any organization shall not be a condition of employment or continued employment in the Shawnee School District, nor shall any teacher be assessed any fee or otherwise be required to give financial support to any organization to which teacher is not a member.

ARTICLE 4 – GRIEVANCE PROCEDURE

A. DEFINITIONS CONCERNING GRIEVANCES

1. A "**grievance**" is a claim by the Association or by one or more teachers that there has been a violation, or misinterpretation, misapplication of a provision of this Agreement.

2. "**Aggrieved person**" shall mean any person(s) in the bargaining unit making the complaint or the Association. In the event more than one person files the same complaint, each shall sign the grievance. Such person or group may be represented by a representative of the Association's choosing at any formal level of this procedure.

3. "**Bargaining Unit**" shall mean as defined in the Professional Negotiations Agreement, Article 1 of this contract.

4. The time limits contained in this Section shall serve as a maximum. Failure to file a grievance or failure to process a grievance to the next step of the procedure in accordance with the time limits contained herein shall result in a waiver of the grievance. Failure of school officials to respond to a grievance in accordance with the time limits contained herein shall entitle the grievant to advance to the next step in the procedure. If a grievant or school official is unable to comply with a time limit of the procedure by reason of personal or family illness or absence from the district due to vacation, professional leave or emergency business, the appeal period shall be extended to accommodate such absence.

5. A "**work day**" is defined as a day during the school year that members are scheduled to work and outside of the school year as a day that the central office is open.

B. PURPOSE OF GRIEVANCE PROCEDURE

The purpose of this procedure is to secure, at the lowest possible administrative level, in the quickest possible time, equitable solutions to grievances of all members in the bargaining unit. Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.

C. INFORMAL PROCEDURE

Level One

A person with a grievance shall first discuss it with the building principal, within ten (10) work days of the date of the incident giving rise to the grievance, with the objective of resolving the matter informally. If the building principal does not have the authority to bring about a resolution of the alleged problem, the process may begin at Level Two.

D. FORMAL GRIEVANCE PROCEDURE

1. Level Two

If the aggrieved person is not satisfied with the outcome of informal procedures, within twenty (20) work days of the date of the incident giving rise to the grievance, he/she may submit to the proper immediate administrative authority, which has the authority to bring about a resolution of the alleged problem, a completed and signed grievance. A copy of the completed form shall be given to the grievant and to the Association. Within five (5) work days of receipt of the grievance form, the administration shall meet with the grievant and an Association representative, in an effort to resolve the grievance. Within five (5) work days of the meeting with the grievant, the administration shall respond to the grievance in writing.

2. Level Three

If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, he/she may file his/her written grievance with the SEA and the Superintendent or his/her authorized representative (hereafter "Superintendent") with a copy to the principal within five (5) work days of the issuance of the Level Two decision. The Superintendent shall, within five (5) work days after receipt of the written grievance, meet with the aggrieved person, the SEA, and all parties involved, for the purpose of resolving the grievance. The Superintendent shall within five (5) work days after this hearing, render his/her decision and the reasons therefore, in writing to the SEA and the principal.

3. Level Four

If the Grievant is dissatisfied with the decision rendered by the Superintendent, the Association may within five (5) work days of the Level Three decision demand grievance mediation. A mutually agreed upon mediator may be selected or a mediation service shall be requested to appoint one of its mediators to conduct the mediation conference.

The mediation conference will be scheduled at the earliest dates that the mediator, the parties, and their representatives are reasonably available for such purpose. The mediation conference will be conducted informally. No record of the conference will be made and everything said at the mediation conference by the parties and their representatives will be regarded as settlement discussions.

If the parties resolve the grievance through mediation, they shall reduce the terms of the settlement to writing. Unless the Board and the Association agree otherwise, the resolution of the grievance through mediation shall be on a non-precedent setting basis.

The costs of the grievance mediation, if any, shall be shared equally by the Association and the Board.

4. Level Five

If the SEA is not satisfied with the disposition of the grievance at Level Four on a grievance alleging a violation, misinterpretation or misapplication of this Agreement, the SEA shall, within five (5) work days after receipt of the Level Four decision, review the grievance and the answer and, if it desires advise in writing the Superintendent of its desire to proceed to binding arbitration by an outside arbitrator in accordance with the Rules of the American Arbitration Association. Within five (5) days after receipt of the request for arbitration by the Superintendent, representatives of the Board and the Association shall meet to select an arbitrator. If they are unable to agree on an arbitrator, the parties shall jointly petition the Federal Mediation and Conciliation Service (FMCS) or American Arbitration Association or other mutually agreed upon service for a list of nine (9) names from which the arbitrator shall be selected by the alternate strike method. Either party shall be entitled to request a second list.

Once the arbitrator has been selected, he/she shall conduct a hearing on the grievance in accordance with the rules and regulations of the American Arbitration Association. The arbitrator shall have authority to consider only a single grievance or several grievances involving a common question of interpretation or application. The only alleged contract violations which may be considered by the Arbitrator are violations specifically and expressly referenced by citation to the Article and Section of this Agreement in the written grievance. The arbitrator shall hold the necessary hearing within thirty (30) calendar days or such time as may be agreed upon. Decisions shall be in writing and a copy sent to all parties present at the hearing. The decision of the arbitrator shall be binding on the Board, the administration, the Association and the grievant(s).

The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this Collective Bargaining Contract,

nor add to, detract from or modify the language therein in arriving at a determination of any issue presented that is proper within the limitations expressed herein. The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issues(s) not so submitted to him/her or to submit observations or declarations of opinion which are not directly essential in reaching the determination.

The arbitrator shall in no way interfere with management prerogatives involving the Board's discretion, nor limit or interfere in any way with the powers, duties and responsibilities of the Board under its policies, applicable law, and rules and regulations having the force and effect of law.

Costs for services of the arbitrator, including per diem expenses, if any, and necessary travel and subsistence expenses, shall be borne two-thirds (2/3) by the losing party and one-third (1/3) by the winning party. Unless a Memorandum of Understanding or other settlement document provides otherwise, the party who cancels a scheduled arbitration hearing shall bear the entire fee, if any, for the cancellation. It is the mutual desire of the SEA and the Board of Education to avoid unnecessary expenditures in the arbitration process. Accordingly hearing(s) will be held alternately at the OEA office or the Shawnee Board of Education facilities.

E. SCOPE OF GRIEVANCE APPLICATION

This grievance procedure governs all members of the bargaining unit of the school district.

F. GRIEVANCE PROFESSIONAL RIGHTS PROVISION

No reprisals of any kind will be taken by either party or by any member of the administration against any party in interest, any school representative, any member of the SEA, or any participant in the grievance procedure by reason of such participation. Time limit extensions may be granted if mutually agreed upon.

G. MISCELLANEOUS GRIEVANCE PROCEDURE

1. So that the grievance can be processed as rapidly as possible, time limits at each level should be considered as a maximum and every effort should be made to expedite the process. Time limits may be extended in writing by mutual consent. Time limit extensions may be granted if mutually agreed upon.

2. If the SEA decides at any level of the grievance procedure that a grievance is without merit, or that an equitable answer has been given to the aggrieved person, it may withdraw its support. He/she may not be represented by any other organization or group at any time. The grievant may always seek further satisfaction through normal school administrative channels.

3. Every effort will be made to avoid interruption of classroom activities unless the school administration so authorizes, avoid the involvement of students in all phases of the grievance procedure.

H. EXCLUSIVITY OF THE GRIEVANCE PROCEDURE

The procedures contained in this Article 4 constitute the sole and exclusive method of considering the redressing of grievances arising during the life of this Contract and any extensions thereof. It is expressly understood and agreed that neither the Association nor any teacher shall engage in actions which are not expressly provided for in the grievance procedure such as the initiation of litigation or charges with state or federal agencies in connection with any dispute which is or could be or could have been a matter presented as a grievance within this grievance procedure. It is further understood and agreed that a decision at any level of the grievance procedure that is mutually acceptable to the Association and the Board's representative shall be final and binding upon the grievant, the Association, the Administration and the Board.

It is further understood that the parties individually and collectively agree that there will be no interruption or cessation of work in connection with a dispute arising under this Contract.

Nothing in this provision shall preclude either party from obtaining a temporary restraining order, preliminary injunction or permanent injunction for the sole purpose of preserving the right to use the grievance procedure as the exclusive remedy for resolving disputes under this agreement.

ARTICLE 5 – EVALUATION

A. INTRODUCTION

It is the purpose of evaluation to foster a high caliber of teaching in the Shawnee School District. The District strives to maintain high standards for its teachers. This instrument is therefore a reflection of those standards.

Because positive rapport is an integral part of effective evaluation, both appraisee and appraiser must take active parts in the evaluation process and must have the opportunity to include their remarks in each stage of the evaluation process.

B. PROCESS

A uniform teacher evaluation instrument and the procedure in this section shall be used as the exclusive teacher evaluation instrument for those teachers not covered by OTES.

A copy of the Observation Form, Evaluation Form, and performance Descriptors and all details related to the evaluation process, shall be given to each teacher

covered by this procedure before the evaluation process begins, preferably at the beginning of the school year.

Each teacher shall be informed, prior to the evaluation procedures, as to the identity of the appraiser responsible for the completion of the evaluation instrument.

It is suggested that staff members new to the district or a building may require a conference in which the evaluation procedures and performance descriptors are explained.

The appraiser shall not be a bargaining unit member, or one eligible to be a bargaining unit member.

No observations or evaluations shall be conducted with the purpose of harassing a teacher.

C. PURPOSE

1. To improve the effectiveness of individual teachers.

2. To assess the employee's work performance.

3. To record factual and objective observations of teaching performance.

4. To constitute the basis for personnel decisions, including continuing contract status, limited contract renewal, or contract non-renewal or termination.

D. DEFINITION OF TERMS

Appraiser: Building administrator, not a member of the bargaining unit or one eligible to be part of the bargaining unit.

Appraisee: Staff member to be evaluated.

Performance Descriptors: Descriptive statements of effective teaching behaviors.

Formal Observations(s): Observation of appraisee's performance in the instructional area for at least thirty (30) minutes, using the Performance Descriptors.

Observation Form: The summative statements of the appraiser's observation of the instruction observed and the appraisees additional comments.

Evaluation Form: The summative statements of the appraiser after at least two Formal Observations of the appraisee, using the Performance Descriptors.

Exclusions: This evaluation process shall not apply to supplemental contracts.

E. PROCEDURES

1. Observation(s)

Following each classroom observation, the appraisee and appraiser shall hold a conference within five (5) school days. A written report of this conference, the Observation Form, will be prepared by the appraiser. Concomitant comments from the teacher may be attached to the observation report.

The Observation Form shall be signed by both the appraisee and the appraiser and returned to the appraiser within ten (10) school days of the appraisee receiving the written Observation Form. The signature of the appraisee shall be interpreted to mean only that the appraisee has received a copy of the observation form.

2. Evaluation(s)

The evaluation of any appraisee shall consist of at least two classroom observations and shall be in accordance with the evaluation form.

The Evaluation Form shall be signed by both the appraisee and the appraiser and returned to the appraiser within ten (10) school days of the appraisee's receiving the written Evaluation Form. The signature of the appraisee shall not be interpreted to mean agreement by the appraisee with the evaluation. Concomitant comments from teacher may be attached to the evaluation report.

F. OBSERVATION/EVALUATION SCHEDULE, con't.

1. Timeline - After the 10th day of school and by May 1

2. Limited Contract

a. Appraisees on limited contract to be evaluated will be observed and evaluated annually between the 11th day of school and by May 1.

b. Appraisees who have been employed by the district fewer than four (4) full consecutive years shall be evaluated annually.

3. Other

a. Evaluation of any appraisee may be initiated at any time by an administrator or upon request by the appraisee.

b. Exclusions - No observation will take place the day before, or the day after Thanksgiving, Winter/Christmas break, Easter/Spring break;

Week of a new semester (applies to semester courses only);

Or when instructional time falls below 35 minutes.

G. PERFORMANCE DESCRIPTORS

1. Demonstrates knowledge of subject matter.

a. Appraisee gives clarifying explanations of subject matter when necessary, broadening the students' knowledge/skill of the topic.

b. Appraisee provides student(s) with clear and accurate information that is both current and relevant, and that goes beyond the basic curriculum.

c. Appraisee answers students' questions accurately with explanation(s) and/or facilitates acquisition of the information.

2. Makes effective use of materials appropriate to student ability and curriculum.

a. Appraisee creates supplementary materials that will enhance student understanding and stimulate thinking.

b. Appraisee identifies students' needs and modifies and adapts materials accordingly.

c. Appraisee makes use of available equipment appropriate to the specific course.

d. Uses a variety of instructional materials and classroom activities including audio-visual aids and multi-media equipment.

3. Maintains written lesson plans that act as a guide for instruction.

a. Appraisee presents up-to-date plan book.

b. Lesson plans show advanced planning and allow for flexibility.

c. Lesson plans include objective(s)/purpose, strategies for achieving objective(s)/purpose and assignments.

d. Plans are relevant to the approved curriculum.

e. Organizes classes and work so that substitutes can function with a minimum of loss of learning for students.

4. Provides clear introduction with objective(s) that are understood by students.

a. Appraisee clearly explains the class objective(s) for the period in an organized manner.

b. Students demonstrate understanding of the objective(s) through action, verbal contribution, or in written form.

5. Provides logical development of lesson.

a. Learning is reinforced, new materials are introduced and opportunities are provided to master new materials.

b. There is a sequential development of ideas where new concepts or ideas are connected to those previously taught.

c. The lesson has an introduction, development and closure/transition.

d. Activities are focused on stated objectives.

6. Provides clear conclusions that summarize key points in the lesson.

a. Appraisee asks students to restate main (key) points covered at appropriate times throughout the lesson and/or summarizes student responses.

b. Appraisee provides closure activities, such as drills, homework, written or oral activities, lab practice, etc., to reinforce main concepts of lesson.

c. Appraisee reinforces main ideas throughout the lesson and links key terms, activities, labs, etc., with stated daily objectives.

7. Maintains good rapport and respect between appraisee and student.

a. Communications between appraisee and students are courteous and respectful.

b. Students feel free to ask questions in an atmosphere of open communication.

c. Appraisee encourages and supports students in working to their maximum potential, taking into consideration individual differences.

d. An atmosphere of warmth and caring is evident in the classroom.

e. Displays interest and enthusiasm for teaching.

f. Helps students apply their experiences to life situations.

8. Asks effective questions that involve students.

a. Appraisee asks questions that are varied in design to involve well thought out responses.

b. Appraisee asks questions that are designed to guide the students through the lesson.

c. Appraisee allows sufficient time for students to reply to questions.

d. Appraisee directs questions to a broad cross section of students.

e. Appraisee asks questions that promote higher level thinking skills.

9. Moves about the classroom to encourage student participation and provide individual assistance.

a. Appraisee moves about the class in a manner designed to provide encouragement, motivation and/or assistance.

b. Appraisee moves about the class to ensure that students are on-task.

c. Appraisee communicates with students and extends himself/herself to students.

10. Encourages and maintains active participation of students in the learning activity.

a. Appraisee accepts student responses in a positive and supportive manner.

b. Appraisee uses a variety of instructional techniques.

c. Appraisee acts as a facilitator, maintaining an open atmosphere in which all students are encouraged to actively participate in the lesson.

11. Provides modification for students, where appropriate.

    a. Appraisee makes available a variety of activities/projects to supplement the curriculum.

    b. Appraisee displays spontaneity and ability to change the pace of lesson in order to respond to student needs.

    c. Appraisee uses different strategies within the class to gain student participation and understanding.

    d. Instructional guides are available upon request.

    e. Adjusts physical environment to accommodate variety in learning situations.

12. Makes effective use of voice.

    a. Appraisee modulates voice to encourage, motivate, and accentuate a point to create a positive atmosphere in the classroom.

    b. Appraisee speaks with appropriate volume, clarity, and inflection.

    c. Appraisee modulates the voice in a manner that is pleasant, effective, and maximizes interest.

13. Maintains effective class routines.

    a. Appraisee uses time efficiently on administrative tasks; i.e., attendance, returning corrected papers, distributing equipment and supplies, etc.

    b. Appraisee provides a smooth transition between different modes of instruction.

    c. Appraisee has developed effective procedures for the proper use of equipment and demonstrates a concern for safety.

14. Maintains control and order in the classroom.

    a. Appraisee establishes and maintains reasonable guidelines that create an atmosphere conducive to learning.

    b. Appraisee is fair and consistent in the application of established standards of student behavior and manages behavior problems on an individual basis.

    c. Appraisee has planned an adequate quantity of class activities to keep students focused on learning objectives.

d. Provides an atmosphere that recognizes the worth and dignity of all classroom members.

15. Manages class time effectively.

a. The day's lesson begins and ends on time.

b. Appraisee provides an effective introduction and conclusion with materials relating to the day's objective planned to cover the entire period.

c. Appraisee provides valid educational experiences during the class period that keep students on-task and focused on the lesson's objectives.

16. Shows evidence of adequate pacing of course material.

a. Appraisee varies length of time spent on material according to difficulty, specific objectives, and ability of students.

b. Appraisee meets curriculum goals according to student need and ability within course time lines.

c. Appraisee follows the scope and sequence for the course in preparing plans.

d. The observed lesson and lesson plans indicate progression at a rate that meets course proficiencies in the prescribed time.

17. Assigns meaningful homework and class work.

a. Homework and class work reinforce the day's lesson and/or prepares the student for the following lessons.

b. Homework and class work conform to objectives stated in curriculum guide and lesson plans.

c. Homework and class work are relevant to the lesson's objectives, which incorporate a variety of instructional modes allowing for diversity among students.

d. Homework and class work are designed to increase motivation, comprehension, and higher level thinking skills.

18. Uses testing and evaluation procedures regularly.

a. Grade book reflects variety in methods of evaluating student progress (e.g., quizzes, tests, oral participation, homework, work

sheets, essays, art work, projects, whatever is relevant to the course of study).

b. Suitable evaluations are administered at appropriate time intervals.

c. Uses tests for diagnostic purposes to re-evaluate instructional procedures and as a means of review.

19. Informs students promptly of evaluation results.

20. Maintains efficient and clear records.

a. Appraisee presents updated grade book to the evaluator.

b. Appraisee keeps a complete record of students' attendance and lateness.

c. Grades are legible, labeled, and dated.

d. Grade policy and key are included in the front of the grade book.

21. Has meaningful room displays that include student work.

a. Bulletin board area is functional, including daily notices and other school-related information when appropriate.

b. Room displays related to the curriculum with material arid student work that is current and relevant when possible.

c. Room displays are attractively exhibited to enhance the learning climate.

22. Has positive interpersonal relationships.

a. Respects variance of opinion within the staff.

b. Cooperates with colleagues to maintain good atmosphere.

c. Works with colleagues to evaluate the total program effectiveness.

d. Accepts and encourages administrative assistance.

e. Develops a working rapport with non-certified personnel.

f. Encourages parental involvement and visitation with the school.

g. Conducts individual and group parent conferences professionally.

h. Communicates positively with the parents about the school and district.

23. Professional conduct and ethics

a. Assumes share of team, departmental, and school responsibilities relating to assignment.

b. Attends scheduled meetings regularly.

c. Participates in school district in-service activities.

24. Professional bearing

Practices grooming which reflects a positive self-image (is neat, clean and appropriately attired).

Exercises emotional restraint under stress.

25. Professional responsibilities outside the classroom.

a. Promptness for duties assigned (playground, hall, bus, etc.)

b. Attentiveness to assigned responsibility.

ARTICLE 6 – OTES EVALUATION PROCEDURE

A. Teacher evaluation is an ongoing process and is not limited to scheduled classroom observations. Evidence of the member's professionalism shall be included in the evaluation. Anonymous information and materials may not be included in the evaluation.

B. Violations of and compliance with this evaluation procedure are subject to the grievance procedure, Article 4.

C. An evaluation rating is assigned at the conclusion of the evaluation cycle based upon the teacher performance evaluation rubric as provided for in this agreement. Each completed evaluation will result in the assignment of a teacher to one of the following evaluation ratings: Accomplished, Skilled, Developing or Ineffective.

D. The teacher evaluation procedure contained in this agreement applies to teachers working under a license issued under Chapter 3319 of the Ohio Revised Code or a permanent or professional certificate issued under former section 3319.222 of the Revised Code who spend at least fifty percent (50%) of their time providing student instruction.

E. Evaluators

1. An evaluator must be ODE credentialed.

2. Evaluations typically will be conducted by the Employee's principal or assistant principal. The Superintendent and/or a principal/assistant principal from another building may be used as needed.

3. In the event a teacher performs work under the supervision of more than one supervisor, one supervisor shall be designated as the evaluating supervisor. The designated supervisor may change under extenuating circumstances, with the Superintendent's approval. The second supervisor will be permitted to provide input to/participate in the evaluation process.

4. For those teachers in buildings with more than one administrator with an evaluation rating of Accomplished on their most recent evaluation, the teacher may request their evaluator no later than September 1st in the year of their evaluation cycle and notify the Superintendent or his/her designee of said selection.

5. The evaluator shall not be a bargaining unit member.

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

F. Evaluation Committee

1. The Association and the Board agree to establish a standing joint Evaluation Development Committee for the purpose of assessing and making recommendations concerning the procedure and process, including the evaluation instrument, and to regularly review the effectiveness of said factors for the evaluations of teachers in the District.

2. The committee shall be comprised of no more than 4 Association members appointed by the Association and no more than 4 members appointed by the Board or its designee.

3. Association committee members shall be representative of Elmwood, Maplewood, Middle School and High School buildings and/or specialty areas and programs within the district.

4. Members of the committee shall receive training in all aspects of OTES, the state adopted evaluation framework, the standards for the teaching profession and teacher-student data linkage prior to service on the committee.

5. All decisions of the committee shall be achieved by consensus. If the committee is unable to reach a consensus the issue will be referred to the ESC Superintendent who will serve in the role of a tiebreaker.

6. OTES Evaluation committee work performed outside of the contractual work day shall be paid at the rate of $50 per hour, not to exceed $150.00 per teacher per school year.

7. When, where, and how many times will the Evaluation Development Committee meet a year?

   a. The Committee will meet as needed (as determined by either the SEA President or Director of Development and Assessment) outside the contractual work day for no longer than 60 minutes.

   b. The meeting will occur in the Board room.

G. Schedule for Evaluation

1. The evaluation shall be completed no later than the first day of May, and the teacher being evaluated shall receive a written report of the results of the evaluation, including the assigned evaluation rating, not later than the tenth (10^{th}) day of May.

2. The Board may evaluate each teacher who received a rating of Accomplished on the teacher's most recent evaluation conducted under this Article once every three school years, so long as the teacher submits a self-directed professional growth plan to the evaluator that focuses on specific areas identified in the observations and evaluation and the evaluator determines that the teacher is making progress on that plan.

3. The Board may evaluate each teacher who received a rating of Skilled on the teacher's most recent evaluation conducted under this Article once every two school years, so long as the teacher and evaluator jointly develop a professional growth plan for the teacher that focuses on specific areas identified in the observations and evaluation and the evaluator determines that the teacher is making progress on that plan.

4. In any year that a teacher is not formally evaluated pursuant to paragraphs 2 or 3 of this section as a result of having received a rating of Accomplished or Skilled on the teacher's most recent evaluation, an individual qualified to evaluate a teacher shall conduct at least one formal observation of the teacher and hold at least one conference with the teacher.

5. In any year that a teacher is not formally evaluated pursuant to paragraphs 2 or 3 of this section as a result of having received a rating of Accomplished or Skilled on the teacher's most recent evaluation, the teacher will complete a professional growth plan.

6. Notwithstanding the foregoing, all teachers in the first three (3) years of teaching in the District and those teachers with a final summative rating below Skilled shall be evaluated.

7. The Board may elect not to conduct an evaluation of a teacher who meets one of the following requirements:

   a. The teacher was on leave from the School District for fifty percent (50%) or more of the school year, as calculated by the Board.

   b. The teacher has submitted notice of retirement and that notice has been accepted by the Board not later than the first (1st) day of December of the school year in which the evaluation is otherwise scheduled to be conducted.

H. Criteria for Performance Assessment

1. A teacher's performance shall be assessed based on the standards for the teaching profession as reflected in the criteria set forth in the evaluation instrument, as selected by the standing joint Evaluation Committee.

2. No teacher shall be evaluated on his or her work performance except based on the Evaluator's observations of the teacher, the walkthroughs that are set forth in this agreement, and other methods of obtaining data concerning the teacher's performance. Such other methods of obtaining data shall include evidence provided by the teacher, evidence gathered by the evaluator during the pre-conference, formal observations, post-conference, professional conversations with the teacher, everyday interactions with the teacher in a professional setting, as well as from the teacher's professional growth plan, evidence of practice and professionalism, and HQSD.

I. Observations

1. A minimum of two (2) formal observations shall be conducted to support each performance assessment. Formal observation(s) shall last at least 30 minutes.

2. If the Board has entered into a limited contract or extended limited contract with a teacher pursuant to section 3319.11 of the Ohio Revised Code, the Board shall perform a minimum of three formal observations in any school year in which the Board may wish to declare its intention not to re-employ a teacher pursuant to section 3319.11 of the Revised Code.

3. The first formal observation shall be preceded by a scheduled pre-conference between the evaluator and the teacher in order for the teacher to provide evidence, explain plans and objectives for the work situation to be observed. Teachers will be given advance notice of the scheduled pre conference date and time. Pre-conferences are to be held within three to six (3-6) instructional days prior to the observation. Subsequent pre-conferences may be requested by either the evaluator or bargaining unit member. If both parties (evaluator and bargaining unit member) agree, the subsequent observation(s) may be unannounced, forgoing preconference(s).

4. A post-observation conference will be held within ten (10) instructional days after the first (1st) formal observation, absent extenuating circumstances, to provide reflection and feedback on the observed lesson and to identify strategies and resources for the teacher to incorporate into lessons to increase effectiveness. The second (2nd) post-observation conference will be optional upon mutual agreement between teacher and evaluator. Teachers on improvement plans must have a second post observation conference.

5. There shall be a minimum of ten (10) instructional days between formal observations.

6. No formal observations shall be conducted on the following:

   a. On the day before or after Thanksgiving, Winter/Christmas, Easter/Spring Breaks;

   b. Week of a new semester (applies to semester courses only) or quarter;

   c. Or when instructional time falls below 30 minutes.

7. If a teacher receives a performance rating of Ineffective for two (2) consecutive years from the same evaluator, a different evaluator may be assigned for the third year.

J. Walkthroughs

1. A walkthrough is a formative piece of the evaluation.

2. Walkthroughs should last no longer than fifteen (15) minutes.

3. Teachers shall receive written feedback by e-mail or in writing within five (5) instructional days, absent extenuating circumstances.

4. A minimum of two (2) walkthroughs shall be included in each evaluation.

5. No walkthroughs or observations shall be conducted with the purpose of harassing a teacher.

K. Finalization of Evaluation

1. Before the evaluation is final, and not later than May 10, a copy of the formal written evaluation report shall be given to the teacher and a conference shall be held between the teacher and the evaluator, unless waived by the teacher.

2. The holistic evaluation of a teacher shall be based upon the teacher performance evaluation rubric. The evaluation shall be completed by May 10.

3. Value-added data derived from assessments taken in one school year shall be included in performance ratings that are assigned in the next school year, unless available sooner, to assign a holistic evaluation rating.

4. The teacher shall have the right to make a written response to the evaluation and to have it attached to the evaluation report to be placed in the teacher's personnel file.

L. Due Process

A. A teacher shall be entitled to Union representation at any conference held during this procedure in which the teacher will be advised of an impending adverse personnel action.

B. If a teacher and evaluator are unable to agree on the evaluator's expectations for the improvement plan, the teacher or evaluator may request another mutually agreed upon teacher in the building to facilitate further discussion between the teacher and the evaluator toward development of the improvement plan.

ARTICLE 7 – NONRENEWAL OF LIMITED REGULAR TEACHING CONTRACTS AND CONTRACTUAL TERMINATION

A. NONRENEWAL EXCLUSIONS

This Article shall not apply to non-renewal of supplemental contracts, nor to non-renewal of regular teaching contracts held by teachers who have taught less than four (4) continuous years in the Shawnee Local School District.

B. NONRENEWAL CRITERIA

The Board may non-renew a teacher's contract pursuant to ORC Section 3319.11 and Section 3319.111 for:

1. Performance unsatisfactory to the administration or Board as documented by written evaluation (s) and/or other relevant documentation in the teacher's personnel file; or

2. Immorality, knowing violations of reasonable regulations of the Board or other inappropriate conduct.

C. NONRENEWAL PROCEDURE

1. The Superintendent shall notify each teacher in writing of his intention to recommend non-renewal of his or her contract, on or before May 15 or ten (10) school days prior to Board action on the Superintendent's recommendation, whichever comes first. The Board may give notice of non-renewal of limited contracts (regular) by giving the teacher personal service of written notice on or before June 1, mailing a copy of the notice to the teacher by certified mail, by regular mail with a certificate of mailing, by other form of delivery with proof of delivery, or by electronic delivery with electronic proof of delivery before June 1.

2. A teacher who is non-renewed may challenge the non-renewal by filing a grievance or act pursuant to R.C. 3319.11 (G), but not both. If the teacher is going to file a grievance concerning the non-renewal, the grievance and written demand for arbitration must be filed with the Superintendent within ten (10) calendar days of the teacher's receipt of the notice of non-renewal. In such an arbitration, any provision of this Negotiated Agreement that pertains to evaluation procedures and non-renewal may be grieved.

D. TERMINATION

The Board may terminate a teacher's limited contract for the reasons and by the procedures set forth in ORC Sections 3319.16 and 3319.161. Any challenge to the Board's termination decision shall be brought pursuant to ORC Sections 3319.16 and 3319.161.

E. FAILURE TO RENEW CERTIFICATION/LICENSE OR VALIDATION

1. During the life of this contract all Shawnee Local School District teachers are expected to renew existing certification/license (other than certification/license as an administrator) when his or her certification/license is to expire. This requirement is only for the certificate/license subject and grade level of current assignment.

2. All teachers must file all of their existing certificates/licenses and renewed certificates/licenses with the Superintendent.

3. A teacher who does not renew his/her certificate/license for the area of current assignment as of the first work day of the school year will be paid as a substitute teacher if the teacher has applied to renew his/her certificate/license, possesses a valid license as a substitute teacher, or has applied for a substitute teacher's license. The teacher may remain in this position for a maximum of sixty (60) calendar days. After the sixtieth (60^{th}) day, if the teacher does not possess a valid certificate/license for the area of current assignment or a valid license as a substitute teacher, the teacher's employment with the District will end. If, at any time during this sixty (60) day period, the teacher obtains a valid certificate/license for the area of

current assignment, the teacher will resume his/her teaching assignment and be placed appropriately on the salary schedule.

4. A teacher may apply for any posted job opening outside of their current assignment if they hold a valid current teaching certificate/license for the posted position.

ARTICLE 8 – SUBSTITUTION

A. When a teacher is absent from his assigned regular teaching duties, the Board shall make reasonable efforts to secure an approved substitute to carry on those duties.

B. Whenever, during regular school hours, a teacher is requested by an administrator to perform another teacher's duties as a substitute because of the other teacher's absence from school for part or all of the school day, the substituting teacher shall be compensated pro rata for the substitution time at the negotiated rate. Teachers shall have the right to refuse any request to perform another teacher's duties without penalty or reprimand if that request would eliminate or reduce the teacher's daily thirty (30) minutes of duty-free lunch or his/her weekly two hundred (200) minutes of conference, planning and preparation time.

C. A regular elementary classroom teacher shall be considered to be substituting for a special teacher (such as an art, music or physical education teacher) when a special teacher is assigned and the regular teacher is required to supervise or instruct students for a period when they would otherwise be scheduled for instruction by a special teacher.

D. Regular teachers must report their anticipated absence as soon as possible. A teacher must notify his/her principal or designee of any absences by at least one hour before the teacher work day begins on the day of absence, except in emergencies, so that appropriate arrangements can be made to secure a substitute. The administration shall maintain a list of substitute teachers, and shall be responsible to arrange for a substitute after receiving notice of the teacher's anticipated absence.

E. During an extended, specific substitution assignment, the substitute shall be responsible for adequate classroom planning.

F. Teacher Coverage - $20.00 per period (middle/high school) or per 45 minutes (elementary school)

ARTICLE 9 – SUBCONTRACTING

No outside contractor, supervisor, managerial employee, substitute, temporary or casual employee or other employee outside of the bargaining unit may be used to eliminate an employee's job. This provision shall not be construed to apply to supplemental contracts which shall be awarded in accordance with ORC Section 3313.53, nor shall it be construed to prohibit the use by the school district of unpaid volunteers. The Board of Education

may elect not to fill a position or to create new positions, but the compensation for any newly created position shall be subject to bargaining.

ARTICLE 10 – VACANCIES AND REQUESTED TRANSFERS

A. This Article governs the filling of vacancies in regular teaching positions, the existence of such vacancies, and the decision to fill vacancies being the Superintendent's exclusive determination. It is understood that the Superintendent reasonably may determine that there is no vacancy when a regular teacher is using paid leave or has been granted an unpaid leave of absence by the Board of Education.

B. The Board shall post all teaching and administrative vacancies on the District website and by email for a period of five (5) work days. Vacancies declared in June, July, and August shall be declared closed ten (10) days following the date of emailing of the notice. The posting period may be waived by the Superintendent where, for unusual circumstances, a delay in filling the position reasonably could be expected to have a detrimental effect on the District. Vacancies will not be filled during the posting period.

C. The administration, with Board action where necessary, shall make the final decision on the filling of vacancies, giving consideration to an applicant's experience, seniority, qualifications, and other educational factors.

D. If any retired teacher is hired by the Shawnee Board of Education, the teacher will receive a maximum of eight years' experience at their current educational degree level. (Up to Masters + 30 semester hours beyond master's degree). The provisions of Ohio Revised Code Section 3307.353 shall be followed if any retired teacher is to be hired by the Shawnee Board of Education.

E. The Board of Education will follow the current law in regard to retirement contributions. The re-employed retired teacher must work four (4) hours or more per day to receive ALL contractual benefits. Retirement constitutes a break in service to Shawnee Schools for the purpose of severance, service credit, and Reduction in Force (The Teacher begins again at 0 years of service). Retired teachers may apply for co-curricular contracts.

F. A teacher shall be deemed "retired" under this agreement when he or she has been approved for service retirement by the State Teachers' Retirement System.

G. In hiring a retired teacher, the retired teacher's one year contract automatically expires at the end of the school year without further action or notification by the Board of Education. If reemployed the following year, the retired teacher will receive fringe benefits as per the negotiated agreement. Sick leave may be accumulated while personal leave must be used annually or compensated in cash as per the negotiated agreement. A retired teacher is not eligible for future retirement incentives or severance pay. This section supersedes ORC Section 3319.11 and reemployed retirees are not eligible for a continuing contract.

ARTICLE 11 – INVOLUNTARY TRANSFERS

A. A teacher will be notified in writing of any involuntary transfer or change in assignment by August 1st. Upon the teacher's request, the Superintendent shall meet with the teacher to discuss the transfer or reassignment. This paragraph does not preclude transfers or reassignments after August 1 because of changed circumstances, such as enrollment changes, deaths, resignations, or any other circumstances which is not capricious or arbitrary as to the individual being transferred or reassigned.

B. No teacher shall be arbitrarily or capriciously transferred.

ARTICLE 12 – ELIGIBILITY FOR CONTINUING CONTRACT

A. Teachers shall be eligible for continuing contract status in accordance with Ohio Revised Code Section 3319.08, provided that no teacher shall be deemed eligible for a continuing contract, nor be deemed employed on a continuing contract by operation of law, unless the State Board of Education issued a professional, permanent, life teaching certificate, or educator's license to that teacher before February 1 of the year in which the teacher's limited contract is to expire, and a copy of the certificate or license is filed in the Superintendent's office by February 1. If a teacher obtains the needed license or certificate after February 1, and files it with the Superintendent before the June regular meeting of the Board with a written request to be considered for a continuing contract, the Superintendent may recommend the teacher for a continuing contract. If the Board approves the Superintendent's recommendation for a continuing contract, the Board and teacher shall enter into a written continuing contract effective for the school year beginning July 1. If the Superintendent does not recommend a continuing contract at the time, the teacher shall remain under the limited contract which resulted from the Board's action the prior Spring; unless the teacher asks to be placed on a 1-year limited contract rather than any multi-year contract previously issued. Such a 1-year contract shall not be considered a probationary contract with reasons under ORC 3319.11. The teacher will be considered eligible for continuing contract status in the year in which his or her limited contract expires.

B. A continuing contract is a contract that remains in effect until the teacher resigns, elects to retire, or until it is terminated or suspended under section 3319.16 or 3319.17 and shall be granted only to the following.

1. Any teacher holding a professional, permanent, or life teacher's certificate.

2. Any teacher holding a professional educator's license who has completed the applicable one of the following:

a. If the teacher did not hold a master's degree at the time of initially receiving a teacher's certificate under former law or an educator's license, 30 semester hours of coursework in the area of licensure or in an area related to the teaching field since the initial issuance of

such license or certificate, as specified in rules adopted by the state board of education;

b. If the teacher held a master's degree at the time of initially receiving a teacher's certificate under former law or an educator's license, 6 semester hours of graduate coursework in the area of licensure or in an area related to the teaching field since the initial issuance of such license or certificate, as specified in rules adopted by the state board of education.

3. The teacher has taught in the District for three (3) out of the five (5) most recent years or the teacher held a continuing contract in another school district prior to his/her employment with the Board and has taught in the District for two (2) years.

4. If the teacher received his/her initial teaching license on or after January 1, 2011 the teacher must have held a teaching license for at least seven (7) years.

ARTICLE 13 – LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

A. Six (6) voting members on the committee, two (2) administrators and four (4) teachers, with one from each building.

B. Elections of teachers to the committee will be conducted by the SEA as vacancies arise.

C. When, where, and how many times will the LPDC meet a year?

1. The meeting will occur in Central Office where teacher files are located.

2. The committee will meet 4 times a year (prior to each college sem./qtr. registration) to approve a teacher's professional activities (course-by-course or activity-by-activity basis).

3. The committee will establish guidelines for acceptable professional development activities, procedures, and timelines for submitting professional development plans, voting procedures for plan approvals.

D. Teachers may meet outside of the contractual day and be compensated with a stipend of $50.00 per hour.

E. Training or reimbursement for some level of training for committee members.

New members to the committee who have not previously served may apply for training and be compensated as per the negotiated agreement. The Superintendent will review and approve the request. Monies for training will come from the District's professional development budget.

F. Appeal process for teachers not satisfied with the Committee's decision can be found in Appendix F.

G. The LPDC shall accept all properly completed ODE Approval Verification Forms issued by an authorized LPDC recognized by ODE. The Shawnee LPDC shall complete an ODE Approval Verification Form upon a teacher's request.

H. Major record keeping task (which plans were approved or not approved) (Whether completed or not).

1. After each meeting, the committee will give the Superintendent's assistant a list of which plans have been approved/denied and/or completed or not.

I. The S.E.A./S.P.D.C. shall use their opening day meeting time to in-service the teachers on the process and timelines for submitting plans.

J. The Association President and the Superintendent shall monitor the S.P.D.C. on an ongoing basis. The Local Professional Development Committee meetings minutes will be shared with the Association President within a week of the meeting.

ARTICLE 14 – PAYROLL DEDUCTIONS

A. Members of the bargaining unit shall be entitled to payroll deduction of dues for their respective designated organizations - the Shawnee Education Association, the Northwestern Ohio Education Association - upon presentation of a written deduction authorization by individual employees. Payroll deduction for dues of designated organizations shall be made over 10 months, October through July.

B. Members of the bargaining unit may participate in payroll deduction. Enrollment dates and conditions for participation are to be worked out with the Treasurer.

ARTICLE 15 – STRS PICK-UP

A. Consistent with the provisions of Internal Revenue Service Ruling 74-462, 81-35, and 81-36, the Board shall pick-up each teacher's mandatory contributions to the State Teachers Retirement System of Ohio (STRS), provided that no teacher's total salary is increased by such pick-up, nor is the Board's total contribution to STRS increased thereby.

B. The dollar amount to be designated as "picked-up" by the Board shall:

1. equal the then current percentage amount of the teacher's mandatory STRS contribution;

2. be credited by STRS as employee contributions under authority of Ohio Attorney General Opinion 82-097;

3. be included in computing final average salary;

4. not be reported by the Board as subject to current federal and state income taxes;

5. be reported by the Board as subject to city income taxes;

6. not be included in the calculation of a teacher's daily rate of pay for any purpose whatsoever, including making salary adjustments because of absence, calculating severance pay, or in reporting teacher-authorized credit information to financial institutions.

C. Each teacher will be responsible for compliance with Internal Revenue Service salary exclusion allowance regulations with respect to the "pick-up" in combination with other tax deferred compensation plans.

ARTICLE 16 – PAYROLL PRACTICES - PAY PERIODS

A. Regular teacher salaries shall be paid in 26 installments every other Friday, beginning when the teacher has actually worked for the Board at least seven regular contract days in any particular school year. Pay periods shall begin on Monday morning and end on the second Sunday night following.

B. Teachers earning additional credit hours or attaining a degree that would advance them on the salary schedule to another pay level will have official transcripts to the Superintendent's office prior to October 1st to be paid at the advanced level for the entire school year. Teachers submitting official transcripts to the Superintendent's Office on or after October 1st, but prior to February 1st, that would advance them on the salary schedule to another pay level, will be paid at the advanced level for one half (1/2) of the school year.

ARTICLE 17 – PAYCHECK/PAY FORM DISTRIBUTION

A. For a teacher hired after May 29, 1986, with prior experience of at least 120 days service in a school year from another public school district in Ohio, or another school chartered by the Ohio Department of Education, the Board shall credit the teacher with such total years of experience on the salary schedule as agreed upon between the teacher and the superintendent.

B. Direct deposit is mandatory for all employees. Each employee may have up to three (3) checking and/or savings accounts to which 100% of their net pay will be deposited. Such accounts shall be at the bank the employee chooses provided such bank accepts Automated Clearing House (ACH) electronic deposits.

ARTICLE 18 – CONTRACT DAYS

A. The number of regular days required for teachers shall be 182 days for the 2026-2027 school year only. On June 30, 2027, the number of workdays will revert to 183 days. For the 2026-2027 school year, five (5) calendar days will be for in-service. Four (4) hours of each day will be committed to professional development

activities. The administration shall also schedule two (2) early release days each school year on the day before Winter Break and the last day of school.

B. The school day, exclusive of meetings and other school scheduled events where specifically requested by the Administration, shall be defined as the time during which members of the bargaining unit are to be on duty in their respective classrooms, fully prepared and ready to receive and teach students in accordance with the specific time schedule in each building. Teachers may not be released early on altered schedule days such as, but not limited to, professional development and conferences, without the prior written approval of their building principal.

C. Teachers will be expected to attend scheduled staff meetings with administrative personnel either before or after normal school hours. These meetings shall be limited to no more than 8 (eight) per year and shall not exceed one hour in length. Staff will be provided a minimum of 48 hours advance notice of the required meetings.

D. The school day will be seven (7) hours and twenty-five (25) minutes and fall between 7:20 a.m. and 4:30 p.m., except for emergencies excluding weather delays. The school day includes a thirty (30) minute duty free lunch time per day.

E. When the student day is delayed due to inclement weather, the regular teacher workday shall be delayed by the same number of minutes. Members of the teaching faculty will not be expected to report for duty on days when Shawnee is closed due to inclement weather. All calamity days in excess of five (5) on which teachers did not report for duty or Professional Development will be made-up and teachers will be required to report for any make-up days as scheduled by the Board without additional compensation, provided that the number of days the teachers must report to work in the contract year does not exceed 183 days.

ARTICLE 19 – JOB SHARING A FULL-TIME POSITION

When two people job share a full-time teaching position in two equal part-time slots (which are less than four hours per day), each is entitled to receive one half of a full-time sick day allowance (.62 days per month, 7-1/2 days a year), three half-day personal business days (which if unused by either party will be paid at $75.00 per day), a full year service credit and a thousand dollars as a benefit for the District not having to pay for health or dental insurance. Both teachers, however, have the option of health or dental insurance benefits if they pay any cost exceeding one-half (1/2) of the Board's share of the premium themselves in which case the entitlement to the thousand dollar benefit is forfeited.

This provision covers only those teachers who job share a full-time position, not those who are employed on a part-time basis.

ARTICLE 20 – SCHOOL CALENDAR

The Superintendent will appoint four (4) administrators and the Association will appoint four (4) teachers (one from each building if possible) to a committee to develop a school

calendar. Up to three proposals shall be presented to the membership to vote on to indicate their preferred calendar. The results will be provided to the Superintendent by November 30th during the school year in which all previously adopted calendars have expired or if a need arises to modify calendars. The results of the vote on the calendar shall be provided to the Board of Education to inform its deliberations when adopting the school calendar. The final authority for selection of the school calendar rests with the Board of Education.

ARTICLE 21 – ASSOCIATION RIGHTS

A. The Association shall have the right to use school buildings for Association meetings after school hours or at such other times as will not interfere with academic or extracurricular activities. The building principal shall be notified as far in advance as possible of the time and place of such meetings. The Association shall restore the meeting place to its original condition upon leaving.

B. Upon reasonable request of the president of the Association, the Association shall have the right to use school equipment when it is not needed for academic or extracurricular purposes. Borrowed equipment must be returned in the same condition as when borrowed, taking into consideration normal wear of such equipment. The Association shall pay for consumable supplies.

C. The Association shall have the use of any bulletin board presently located in a teachers' lounge or mail area for the purpose of posting notices of its activities and matters of Association concern on such bulletin boards.

D. The Association may use the internal mail system of the school and place communications in the mail boxes provided each teacher.

E. The Treasurer of the Board or its designee shall provide to the Association president, one copy of the following: Treasurer's report to the Board of Education, notices of all meetings of the Board, the Board agenda, and Board minutes.

F. Except for rights of access to buildings for meetings and to public records pursuant to Ohio law, the Association rights set forth in this Agreement are exclusive of other employee organizations representing teachers.

G. The Association shall collectively be granted release time up to four (4) days to conduct Association work. The Association will reimburse the Board for one-half (1/2) of the pay of any substitute teacher hired to work for the absent Association representative(s). Approval from the Superintendent will be needed if three (3) or more consecutive days are desired.

H. The Association shall have the right to participate in the orientation meeting for new bargaining unit members.

ARTICLE 22 – RIGHTS OF THE BOARD

Except as specifically abridged, delegated, granted, or modified by a specific and express term of this agreement, the Board hereby retains and reserves all powers, rights, authority, duties and responsibilities conferred upon and vested in it and/or the Superintendent by the laws and the Constitution of the State of Ohio, and of the United States, as including but not limited to, the Board's right to determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the Board, standards of services, its overall budget, utilization of technology, and organizational structure; direct, supervise, evaluate, or hire employees; maintain and improve the efficiency and effectiveness of school operations; determine the overall methods, process, means, or personnel by which school operations are to be conducted; suspend, discipline, demote, or discharge for just cause, or lay off, non-renew, transfer, assign, schedule, promote, or retain employees; determine the adequacy of the work force; determine the overall mission of the school district as an educational unit; effectively manage the work force; take actions to carry out the mission of the school district; and the Superintendent's right to direct, assign, supervise, evaluate, schedule, and transfer employees.

ARTICLE 23 – TEACHER BACKGROUND CHECKS

The Board of Education and the Shawnee Education Association will comply with all requirements of House Bill 190 for all positions covered by the bargaining agreement, regardless of hire date.

The Superintendent or his/her designee may conduct whatever background check he/she believes is appropriate on a newly employed teacher (any individual hired after January 1, 1994), including checks of any criminal record and prior employment history.

The parties acknowledge R.C. 3319.39. If the records check on such person discloses a conviction or guilty pleas which disqualifies the person from employment in a position in this bargaining unit by virtue of R.C. 3319.39, the following procedure shall be followed:

A. Upon receipt of the report from the Bureau of Criminal Identification and Investigation, the Superintendent or designee shall give the person a copy of the report and written notice of the Superintendent's intention to release them from employment pursuant to R.C. 3319.39.

B. The Superintendent shall hold a conference promptly with the person who is subject to an adverse criminal records check and provide that person with an opportunity to challenge, explain, or rebut the criminal record report as the basis for required release from employment under the law.

C. If R.C. 3319.39 requires release, the Superintendent then shall determine whether the statute requires release of the employee and shall notify him/her of the Superintendent's decision in writing. The Superintendent's notice shall contain the effective date of the release, and the release shall become effective at the time specified by the Superintendent.

This Article is the exclusive procedure for the release of a bargaining unit member from employment because of an adverse criminal records check in accordance with R.C. 3319.39 during the employee's first 120 contract days. The bargaining unit member's release during the employee's first 120 contract days shall not be subject to any other provision of law or of this collective bargaining agreement with respect to the dismissal, non-renewal or termination of employees.

ARTICLE 24 – SICK LEAVE

FRINGE BENEFITS - For regular employees working 4 hours or more per day

A. Teachers will earn sick leave at the rate of 1-1/4 days per month, which is 15 days annually. Sick leave must be used in increments of no less than one-half (1/2) day. A maximum of five days of sick leave which has not yet actually been earned, shall be advanced in each school year to all new teachers and to returning teachers who have exhausted all the sick leave they have earned. Upon a teacher's request, the Superintendent may advance sick leave to a teacher who has exhausted his/her sick leave. In that event, such days as are advanced shall be paid back through service to the school or deducted in money from the final paycheck. The Treasurer shall automatically advance such days as are required for the absence of a teacher which qualifies as sick leave.

B. Sick leave may be accumulated at the negotiated rate. Sick leave will have a maximum accumulation of 260 days. After 260 days have accumulated and at year end; June 30, a buy out of five (5) unused days for that specific school year will be made at a $50 per day rate. (Maximum $250 payment a year). The teacher will begin July 1 with 255 sick days. The Treasurer will automatically pay this benefit and reduce the days to 255 in July unless the individual notifies the Treasurer that he/she doesn't want this benefit by June 15 each year.

C. Teachers who are employed for a full school year (must work 120 days) and who use zero (0) days of sick leave during any quarter (nine (9) weeks) of the school year shall be awarded $100.00. Payment for all four (4) quarters will be made in the second June paycheck.

D. Teachers may use sick leave for absences due to personal illness, injury which required medical attention, pregnancy, or exposure to a contagious disease which could be communicated to other employees or to students.

E. Sick leave may also be used for illness or injury which requires medical attention to someone in the teacher's immediate family. In this section, teacher’s immediate family is defined to include father, mother, father-in-law, mother-in-law, brother, sister, husband, wife, child, domestic partner, daughter-in-law, son-in-law, stepchildren, grandparents, and grandchildren or any other relative living under the teacher's roof.

F. Up to five (5) days of leave may also be used for death in the employee's immediate family. Of these five (5) days, no more than two (2) would be deducted from sick

leave. Of the five (5) days of leave, the first three (3) would be bereavement days (for which there is no deduction from the sick leave balance), followed by two (2) sick leave days. In this Section, immediate family is defined to include all relatives listed in Section E, plus grandmother, grandfather, grandparent-in-laws, grandchild, brother-in-law, sister-in-law, daughter-in-law, son-in-law, aunts, uncles, nieces and nephews and any other individual who resides in the employee's home. Exceptions to this article will be submitted to the Superintendent and will be dealt with on a case-by-case basis.

G. Teachers shall limit use of leave under Sections E and F only to those days when absence from duty is required because of personal responsibilities and/or personal bereavement. Upon request, the Superintendent may grant the use of sick leave for unusual circumstances.

H. All absence which qualifies for sick leave will be deducted from sick leave. Personal days may not be used as an alternate for sick leave unless approved by the Superintendent.

I. A teacher must notify his/her principal or designee of any absences by at least one hour before the teacher work day begins on the day of absence, except in emergencies, so that appropriate arrangements can be made to secure a substitute. Lesson plans from the teacher must be available to the substitute. A teacher may not "call off" sick more than 24 hours before the day of absence occurs, unless the teacher provides evidence satisfactory to the Superintendent to justify an anticipated absence.

J. The teacher must submit a signed statement provided by the Board to the appropriate administrator immediately upon his or her return to work after the absence, justifying the use of sick leave. If medical attention was required, the teacher must list the name and address of the attending physician and the dates when he/she was consulted. Falsification of the statement is grounds for suspension or termination.

ARTICLE 25 – <u>FAMILY AND MEDICAL LEAVE POLICY</u> - Additional Medical Leave Policy

Fringe Benefits - For regular employees working 4 hours or more per day

A. In accordance with the Federal Family and Medical Leave Act of 1993, an employee who has been employed for at least 12 months and for at least 1,250 hours during the previous 12 month period is entitled to an unpaid leave of absence of twelve (12) continuous weeks during the 12-month period measured forward from the date the employee's first FMLA leave begins for one of the following reasons:

1. because of the birth of a son or daughter of the employee and in order to care for such son or daughter;

2. in order to care for a spouse, a son, daughter, or parent who has a serious health condition; or

3. because of a serious health condition that makes the employee unable to perform the functions of the position of such employee.

B. If the employee already has been absent for one of the reasons listed in (1) through (3) above, the leave will be considered a part of the 12-week period such that any other leave the employee is entitled to take under this policy will be for 12 weeks less the amount of such absent time already taken in the same 12-month period measured forward from the employee's first FMLA leave.

C. Under (1) above, the employee is required to use all personal leave first as a part of the 12-week period and then any remaining portion of the 12-week period will be unpaid. Under (2) or (3) above, the employee must use personal and accrued sick leave first as part of the 12-week period and then any remaining portion of the 12-week period will be unpaid.

D. If leave under (2) or (3) is planned medical treatment, the employee shall make a reasonable effort to schedule the treatment so as not to disrupt unduly the operation of the Shawnee Local Schools. Under (2) and (3) above, the employee may request that the leave be taken intermittently. The employee may not request intermittent leave under (1).

E. No leave may be taken unless the employee submits an application form for leave (Form A) to his/her supervisor at least 30 days in advance of the leave or as soon as practicable and approval is granted in writing by the Superintendent or his designee. The employee must also provide the additional certification listed below depending on the nature of the leave:

Form A1: If the employee has been absent previously for one or more reasons (1-3) above during the contract year.

If the Superintendent has reason to doubt the validity of the certification provided in the FMLA forms, he/she may require the employee to obtain a second opinion from a school physician. If the second opinion is in conflict with the first, the Superintendent may require the employee, at the Board's expense, to see a mutually agreed upon health care provider to give a final and binding opinion.

F. The employee's status, salary and benefits will not be reduced upon his or her return because of the leave with the usual Board contribution. The employee will continue to receive health benefits during the term of the leave. "Health benefits" include hospital, surgical, major medical and dental benefits, but do not include life insurance, disability income insurance or other benefits. The employee may continue other than such "health benefits" at the employee's expense. The employee must pay his or her contribution to health benefits to the Treasurer by the first day of each month if the employee wants continued coverage.

G. The Board may recover its contribution to the health benefits if the employee does not return to work after the leave for a reason other than continuation, recurrence or onset of a serious health condition or other circumstances beyond the employee's control. (This refund can take place either by withholding from the employee's last check or by the employee paying the Board directly).

H. During the employee's leave, the Superintendent or designee may require the employee to report in writing periodically on the employee's status and intent to return to work.

I. If an employee goes on leave due to his or her own serious health condition that made the employee unable to perform his or her job, the employee must obtain and present a certification from the health care provider that the employee is able to resume work before returning to work (Form B).

J. The Board of Education will adhere to the requirements of the Family and Medical Leave Act, including any changes made during the term of this contract. The Board and bargaining unit members shall retain all of their respective rights and obligations set forth in the FMLA.

ARTICLE 26 – SICK LEAVE BANK

For regular employees working 4 hours or more per day.

A. When in the judgment of a physician, the employee will exhaust all of his/her accumulated sick leave for the remainder of the school year due to catastrophic illness or injury (including, but not limited to cancer, stroke, heart attack, or major surgery) to the employee or immediate household family member (spouse, children, and legal dependents) and additional days are still needed, then he/she may request use of the sick leave bank.

B. A committee comprised of the Superintendent or his/her designee, two (2) administrators chosen by the Superintendent, and one (1) member of the Board of Education, shall administer the bank. Approval to use the sick leave bank must be by a majority of the committee and is grievable. Any grievance of the sick leave bank will begin at Level Three of the grievance procedure.

C. Applications under this article must be submitted to the Superintendent and will include, but not be limited to the following information:

1. The nature of claimed catastrophic illness or injury;

2. The physician(s) diagnosis and prognosis of the catastrophic illness or injury;

3. Projected date of return to duty;

4. Any other pertinent information the teacher may wish to submit.

D. All information and reports relating to applications submitted under this section will remain confidential.

E. The Superintendent will call for a meeting of the committee to consider requests with ten (10) school days of receiving all application information.

F. Each Association member is limited to a maximum of 183* days of sick leave bank usage every ten (10) years during their service to the Board of Education. If an application is approved, the Association shall use their established internal policy to administer the transfer of accumulated sick leave from Association members wishing to donate days.

G. The Association shall notify the Treasurer of the Board, in writing, of the number of days to be deducted, from whom, and the person receiving the transferred days. Included in the statement shall be a signed statement by the donating teacher authorizing the Treasurer to transfer the days. These additional limitations will apply to this paragraph:

1. The maximum a donating teacher can contribute to the bank in any one school year is fifteen (15) sick days per person in need. Donations from a bargaining unit member must be in units of three (3) days;

2. The receiving teacher must apply immediately for STRS disability. In order for the payment of sick days to continue beyond sixty (60) work days, the disability application must be denied by STRS. Exceptions can be brought to the Board of Education for consideration;

3. No more days can be given than needed by the teacher to serve out the current school year;

4. The teacher must exhaust his/her own sick leave and personal leave prior to receiving donated days. The use of donated sick days will not extend or delay the beginning of STRS disability benefits;

5. The teacher who is using the donated sick leave will not earn additional sick leave while receiving the donated leave;

6. Any unused sick leave donated for use by a particular member of the bargaining unit shall be extinguished at the conclusion of the particular teacher's contract year, and the teacher shall begin earning sick leave anew as of June 1 of the contract year which is ending;

7. Days donated will not be considered as missed days by the donating employee for purposes of the attendance bonus (Article 24, Item C);

8. The sick leave bank is limited to 183* consecutive days (one contract year); beyond the 183* days, the employee must request an unpaid leave of absence from the Board of Education.

*For the 2026-27 school year only this number is 182.

ARTICLE 27 – PERSONAL LEAVE

Fringe Benefits - For regular employees working 4 hours or more per day

A. Personal Leave - All teachers are entitled to four (4) unrestricted days of paid personal leave each school year. Personal days may be taken as one full day and two days of the four days may be taken as a whole day or two halves. No more than three (3) days may be taken consecutively without the Superintendent's approval. The Superintendent's decision is not subject to the grievance process.

B. Teachers shall be paid $150.00 per day, for a maximum of four (4) unused personal days. If one-half (1/2) day remains unused at the end of the school year, the teacher shall be paid $75.00 (must work at least 120 days) for employees who work a full contract year without using their personal leave (paid in July). Teachers will have the option to roll over one (1) unused personal day to the following school year in lieu of the July payment, not to exceed five (5) days at any time. Balances remaining will be paid by the Treasurer's Office on the first pay in July.

C. When an employee must be absent for personal reasons, he/she shall notify his/her principal or supervisor so that a substitute can be promptly arranged. Except for emergencies the employee shall submit the notice in writing at least 24 hours in advance to the building principal or supervisor of the need to use a day of personal leave.

D. Personal leave cannot be used to extend Christmas or Spring vacations. Exceptions may be granted when circumstances are approved by the Superintendent.

E. Not more than fifteen percent (15%) of the bargaining unit per building may take personal leave on the same day; with fewer than thirty (30) bargaining unit members in a building rounded up to two persons who may take personal leave on the same day. Requests will be honored consistent with this Section on a first come, first serve basis. When greater than fifteen percent (15%) of the bargaining unit per building requests personal leave on the same day, the building principal will attempt to make arrangements to allow up to twenty-five percent (25%) of the bargaining unit per building to take personal leave for that day. If arrangements cannot be made, requests will be honored up to the fifteen percent (15%) limit.

ARTICLE 28 – PARENTAL LEAVE

Fringe Benefits - For regular employees working 4 hours or more per day

A. A teacher may use her accumulated sick leave for absence on account of her pregnancy or childbirth. Ordinarily, a teacher will be eligible for sick leave for maternity purposes during the two (2) calendar weeks prior to the expected delivery date and for the six (6) calendar weeks following a typical birth and eight (8) calendar weeks following a caesarean delivery.

B. If a pregnancy related disability extends beyond those periods of time, the teacher may use her accumulated sick leave for such absence upon the Superintendent's receipt of satisfactory medical evidence of the teacher's disability.

C. If a teacher has insufficient sick leave to cover the periods of time specified in paragraphs A and B above, the Board, upon the teacher's written request, and for B if supported by a doctor's statement, shall grant an unpaid leave of absence for the remainder of the teacher's disability. A leave of absence shall be granted a teacher without pay for the purpose of raising his/her natural or adopted child. Such leave shall extend for the balance of the school year in which it begins.

D. Upon written request, a teacher shall be granted an unpaid leave of absence for care of an infant or newly adopted child. Such unpaid leave must be taken immediately after the use of sick leave, if any, in connection with childbirth or pregnancy-related disability and the total length of absence (paid sick leave and unpaid child care leave) may not exceed eighteen (18) calendar weeks, provided, however, that the Board in its discretion may grant a longer unpaid leave so that the teacher's return from leave coincides with the beginning of a semester or school year.

E. A father may be granted up to three (3) calendar weeks of sick leave following the birth of a child. If the teacher has insufficient sick leave to cover the three (3) weeks he shall be granted an unpaid leave of absence for the remainder of the three (3) weeks.

F. A teacher may use up to six (6) weeks of sick leave following the adoption of a child. If the teacher has insufficient sick leave to cover the six (6) weeks they shall be granted an unpaid leave of absence for the remainder of the six (6) weeks.

G. Foster Care Leave – Teachers shall be permitted to use up to three (3) total days of paid sick leave to manage and attend to the needs of providing foster care to a child. The member must seek pre-approval by building administration and shall produce a court or other agency order to corroborate the child's placement.

ARTICLE 29 – ASSAULT LEAVE

Fringe Benefits - (For regular employees working 4 hours or more per day):

A. "Assault" means the causing of, or attempt to cause, physical harm to a teacher by any person when the teacher charges such person with an offense prohibited by Title Twenty-Nine (29) of the Ohio Revised Code.

B. Pursuant to and in accordance with Section 3319.143 of the Ohio Revised Code, assault leave shall be granted to a teacher who (1) is unable to work, and, therefore, is absent from his/her assigned duties because of physical injury resulting from an assault and battery which is clearly unprovoked, and (2) files criminal charges against his/her assailant as soon as he or she is physically able. Assault leave shall not be charged against sick leave earned under Section 3319.141 of the Ohio

Revised Code. The teacher shall be granted the aforementioned assault leave and shall be maintained on full pay status during such absence, up to a maximum of twenty-five (25) working days.

C. A teacher shall be granted assault leave according to the following rules:

1. The incident resulting in the absence of the teacher must have occurred during the course of employment with the Board while on the Board premises, or at a Board approved or sponsored activity/event or in the course of transporting pupils or material to or from said premises, activity or event; provided, however, that a teacher may also qualify in the case of an off premises assault by clearly establishing that the assault had a direct and immediate connection with an occurrence in the teacher's performance of his or her job duties.

2. Upon notice to the principal or Superintendent that an assault upon a teacher has been committed, a teacher having information relating to such assault shall, as soon as possible, prepare a written statement embracing all facts within the teacher's knowledge regarding said assault, sign said statement, and present it to the building principal or Superintendent. A teacher may request a conference with Board counsel prior to preparing the statement. If the Board counsel believes there could be a conflict of interest in advising the teacher about the statement, he/she shall so inform the teacher and recommend other counsel.

3. To qualify for assault leave, the teacher shall furnish a certificate from a medical doctor, stating the nature of the disability and its likely duration, if requested by the Superintendent. The Superintendent may require a medical doctor's statement justifying the continuation of the leave. The Board may require an exam by a physician of its choice, at Board expense.

4. A teacher shall not qualify for payment of assault leave until the Assault Leave Form and any requested physician's statement have been submitted to the Superintendent.

5. Teachers shall not be permitted to accrue assault leave.

6. Payment for assault leave shall be at the assaulted teacher's rate of pay in effect at the time of the assault.

7. Payment under this Agreement shall constitute the teacher's entire compensation from the Board during the period of physical disability and shall be in lieu of any payments under Chapter 4123 (Worker's Compensation) of the Ohio Revised Code, except to the extent the assault disability exceeds the days allowable under paragraph (B) above.

ARTICLE 30 – PROFESSIONAL LEAVE - REQUEST

Fringe Benefits - (For regular employees working 4 hours or more per day):

A. Teachers may attend professional meetings, conferences, or visitations which provide the opportunity to advance professionally upon proper approval of the principal and Superintendent.

B. Teachers who attend such meetings or conferences shall be considered assigned to duty with full payment of salary and benefits. Such approved leave will not be deducted from accrued or earned sick leave or personal leave.

ARTICLE 31 – PROFESSIONAL LEAVE - REIMBURSEMENT

Fringe Benefits - (For regular employees working 4 hours or more per day):

Reimbursement will be paid for the actual, necessary and reasonable expenses of:

A. Commercial carrier fare or mileage for use of personal vehicle based on the reimbursement rate determined by the IRS.

B. Meals and lodging as supported by receipts, up to the limit approved by the Superintendent.

C. Miscellaneous expenses such as tour and ferry fares, bridge, highway and tunnel tolls, telephone calls, conference registration and the expense necessary to be supported by receipts. Reimbursement forms must be submitted to the Superintendent within 30 days following the leave.

D. Teachers will be released from duty, without loss of pay or benefits as professional leave for absence due to compliance with a subpoena to appear in a court of law provided:

1. Neither the teacher nor the association is a party in the litigation adverse to the Board of Education or any individual board members or administrator; and

2. The teacher has no control over the litigation and no beneficial interest in it.

ARTICLE 32 – WORK BEYOND CONTRACTED DAYS

Certified staff members who are required to work beyond their contracted number of days will be paid their per diem rate for such work. Stipends will only be used when attendance is specifically stated as being voluntary.

ARTICLE 33 – SABBATICAL LEAVE

Fringe Benefits - (For regular employees working 4 hours or more per day):

A. A teacher who has completed five (5) years of service for the Board may request a leave of absence in accordance with this Agreement for purposes of professional improvement. Teachers requesting such leave must submit with their application a detailed plan for professional growth, including the proposed course of study and its value to the applicant, pupils of the teacher, and the District, generally. The application and plan must be submitted at least ninety (90) days before the requested starting date for the leave. The Board shall act on the application and notify the teacher of its action within forty-five (45) days of its submission.

B. The Board may not approve sabbatical leaves for more than (5%) of the bargaining unit for the same semester or school year. Applications shall be approved for no more than nineteen (19) weeks.

C. A sabbatical leave shall be unpaid except for the difference, if any, between the teacher's regular salary during the previous school year and the replacement teacher's salary. A teacher on sabbatical leave may continue to participate in group insurance by paying the insurance premiums to the Treasurer on a timely basis.

D. The Board shall not grant a sabbatical leave to the same teacher more often than once in five years of service to the district.

E. Within sixty (60) days after the expiration of the leave, the teacher must make a written report to the Superintendent detailing the use and accomplishments of the leave. If the leave was for graduate study, the teacher must also present to the Superintendent a copy of the college or university transcript. The teacher must teach in the District for at least one year following expiration of the leave, unless the teacher has completed 25 years of teaching service in Ohio prior to the beginning of the leave.

F. Past practice shall not be used as the basis for approval of Sabbatical Leave outside of written contract language.

ARTICLE 34 – RETURNING FROM LEAVE(S)

A. A teacher shall not earn sick leave, personal leave or service credit on the salary schedule (increment) while on any approved unpaid leave. The leave shall not constitute a break in service, however, and the teacher shall resume the sick leave and service credit which he or she had accumulated immediately before beginning the leave. Any employee on a leave of absence for an entire school year shall notify the Superintendent's office in writing by March 1st of that school year that they intend to return to their position with the District. If notification is not received by March 1st, the district will send a notice to the employee by March 5th, by certified letter, that if a notice of intent to return to their position is not received by March 15th, the employee is deemed to have resigned from the employment of the District.

B. No teacher shall be placed at any advantage or disadvantage in returning to a teaching position as a result of his or her absence. Upon return from any approved leave, a teacher shall be placed in the same position he or she held immediately prior to the leave, unless the position no longer exists. In that event, the teacher will be placed in a position for which he/she is certified. In the event of a transfer or vacancy or a reduction in force affecting the position of a returning teacher, the provisions of the agreement shall apply in these circumstances.

ARTICLE 35 – MEDICAL / DENTAL INSURANCE

The Board shall pay 83% of the insurance premiums and the employee shall pay 17%. Medical coverage shall be determined annually by an insurance committee composed of three certified members, three classified members, one principal, one supervisor and one school board member with the Treasurer serving (ex officio) as the facilitator. When both spouses are employed by the Board they are entitled to one (1) family plan or two (2) single plans.

STRS retirees are required to take STRS health insurance and are ineligible for District health insurance unless denied by STRS or state law. If re-employed retirees are ineligible to participate in the STRS insurance program, they may participate in the District's insurance program as a single policy holder. The retiree may purchase a family policy by paying the difference in premium at their own expense. STRS retirees are eligible for payment in lieu of not taking health insurance.

A $2,500 per year bonus shall be paid to any full-time employee who would be eligible for a family plan (i.e., who has a spouse and/or dependents), but who does not enroll in the Medical Insurance Plan. A $2,000 per year bonus shall be paid to any full-time employee who would be eligible for a single plan (i.e., who does not have a spouse or any dependents), but who does not enroll in the Medical Insurance Plan. To be eligible for this bonus, the employee must provide proof of insurance coverage that is not through the Insurance Marketplace. For this article, a year is defined as beginning on the effective date for employees joining during open enrollment. The employee may enroll in the insurance during that one year only if a qualifying event occurs under federal law entitling the person to enroll.

In this event, the employee will receive a pro-rated amount for each month they were not enrolled in the plan since the beginning of the current year. New employees after the annual enrollment period and employees who leave prior to the end of the contract year shall receive a pro-rated amount for each month they are not enrolled in the plan.

Those full-time employees who decline enrollment into the Medical Plan can receive the opt-out bonus and still participate in the Dental and Life insurance plans provided by the district. The opt-out bonus will be paid in two installments; the first being in the second pay of the month following the open enrollment month; the second being in the second pay of June.

ARTICLE 36 – SECTION 125 FLEX SPENDING ACCOUNT AND HDHP STIPEND

A. All cash payments are taxable at the employee's rate of withholding for Federal, State and local (if applicable) taxes.

B. The combined Employer and Employee contributions cannot exceed IRS contribution limits per year.

C. All full-time employees taking the MDHP Insurance option will be eligible for a matching contribution not to exceed $750.00 to the employee's flexible spending account.

D. All full-time employees taking the High Deductible Health Plan Insurance option will receive a stipend of $1,250/$2,250 (Single/Family) to be paid to each employee who elects to participate in the "HDHP".

ARTICLE 37 – LIFE INSURANCE

Fringe Benefits - (For regular employees working 4 hours or more per day and employees in job sharing positions):

The Shawnee Board shall provide the negotiated amount of term life insurance and dismemberment benefits for all full-time, certificated employees. Said coverage shall be in effect during the entire period of this contract.

COVERAGE

Basic amount - $50,000

Optional amount - None

Accidental death and dismemberment, maximum amount - $50,000

ARTICLE 38 – CARRIER AND/OR COVERAGE CHANGE

The Association shall be invited to select representatives to serve on a committee to study any possible changes in coverage.

ARTICLE 39 – SUPPLEMENTAL COMPENSATION

A. Teachers shall be paid in accordance with their training and experience as set forth on the salary schedule attached hereto. Bargaining Unit members who move to a head coaching position in the same sport shall not lose their experience steps.

B. Teachers shall be compensated for supplemental duties for which they are employed in accordance with the supplemental salary schedule. The Board need not fill any or all positions listed on the schedule in any particular school year. The Superintendent shall determine whether a vacancy exists in a supplemental position and when to fill the vacancy. The elimination of a supplemental position or the failure to fill a position shall not be subject to bargaining with the Association. The

Board need not bargain with the Association about the decision to create a new supplemental position, to modify supplemental duties, or to consolidate supplemental positions, but shall bargain about the salary for any new, modified or consolidated supplemental position.

C. When it is administratively determined that a co-curricular employee is unable to perform the contracted, co-curricular duties, due to illness, injury, or other acceptable circumstance, the Shawnee Board of Education shall employ a substitute to perform the co-curricular assignment at a date established by the Shawnee Board of Education. Recommendations pertaining to, and supervision of the co-curricular substitute shall be the responsibility of the assigned co-curricular building administrator. Salary shall be negotiated by the Superintendent.

D. Supplemental Contracts

A Supplemental Contract shall automatically expire at the end of its term without further action or notification by the Board of Education. Within four (4) weeks following the completion of duties, the employee will be evaluated. The Board will act on Supplemental Contracts as follows:

Fall and Year Round Contracts - by June 30

Winter Contracts - by October 31

Spring Contracts - by January 30

Gross pay for supplemental contracts will be combined with regular teachers' pay in twenty-six equal installments for the co-athletic directors and head trainer. For other year-long supplemental positions, payment will be in three equal installments on the first pays in November, March, and the last pay in May. For season-long, supplemental positions, payment will be on a lump sum basis in a designated separate check by direct deposit on the appropriate corresponding date listed above.

Supplemental contracts for night classes and driver education shall be paid upon completion of the teachers' duties. No payment for supplemental contracts shall be made until after the completion of the advisor's duties, according to the job description, as verified by the principal or supervisor.

Notwithstanding the preceding paragraphs, if a coach/advisor is unable to complete his/her duties for any reason, then the amount paid on the supplemental contract will be prorated based on the percentage of the season completed by the coach/advisor. The season shall be determined by the official OHSAA approved "coaching begins" and end dates of the regular season for each sport. For year-long supplemental contracts. The "season" will be the District's academic year calendar and its designated quarters.

In case of a mandated interruption of the school/learning program, year-long supplementals, such as, but not limited to, yearbook, newspaper, that are able to be completed remotely will be paid in full upon completion of duties

Holders of such supplementals shall receive a year of credit on the supplemental salary schedule.

E. Home Instruction Tutors - $30.00 per hour; any other tutors at $30.00 per hour.

ARTICLE 40 – REIMBURSEMENT OF LICENSE RENEWAL AND FINGERPRINTING FEES

The Board of Education shall reimburse the actual cost of license renewal once every five (5) years for each member of the SEA, up to a maximum of $325. The reimbursement will be limited to the license renewal fee from the State Board of Education and fingerprinting fees from BCI and FBI. Reimbursement will be prorated for part-time employees.

ARTICLE 41 – SEVERANCE PAY

A. A teacher with ten (10) or more years of service to the Board of Education shall, at the time of retirement, be paid in cash for one-fourth the value of his or her accrued but unused sick leave credit, such payment not to exceed the negotiated rate.

B. The payment shall be based on the teacher's per diem rate at the time of retirement, if during the school year, or at the per diem rate for the prior school year. Such payment will eliminate all sick leave credit accrued but unused by the teacher at the time payment is made.

Maximum 60 days for the duration of the contract.

C. Employees retiring (as defined in Item E of this article) when first eligible through the State Teachers Retirement System, with fifteen (15) or more years of continuous service with the district, receive double the severance payment for accumulated unused sick leave. The employee must work the entire school year to be eligible for such payment.

D. Employees retiring (as defined in Item E of this article) at the end of the current school year who notify the Superintendent in writing of their impending retirement by December 15th shall be paid a $1,500 bonus. The bonus is only paid if the retiring teacher works the entire school year. Payment for said bonus to part-time employees will be prorated according to the percentage of the school day worked.

E. A teacher shall be deemed to have "retired" under this Agreement when he or she has been approved for service retirement by the Board of the State Teachers' Retirement System or has been determined to be qualified for disability retirement by a physician or physicians appointed by the STRS.

ARTICLE 42 – PERSONNEL FILES

A. The personnel file for each teacher shall consist of a folder to be maintained by the Superintendent. This file shall be considered the only official file of recorded information on a teacher. The principal is not restricted or prevented from having

files on teachers. If the principal thinks a matter should become a matter of official record, he/she may transfer any documentation to the official file. A teacher may request to review any written material maintained by a building principal with respect to that teacher. Paragraph (E) shall apply to such written material.

B. A teacher shall have the right, upon request, to review his or her personnel file and may have a copy of any document(s) contained in the file.

C. A teacher may examine his or her personnel file in the presence of the Superintendent or his designee, and may not remove the file from the immediate office area. However, a teacher may have an Association representative present when he or she inspects his or her personnel file. Upon written authorization by the teacher, a representative of the teacher may review his or her file under the same conditions.

D. Each document placed in the personnel file (other than routine informational documents, e.g., transcripts, renewed certificates) shall be dated and signed by the teacher and the person who created the document or caused it to be placed in the file, except where the teacher refuses to sign the document. A copy of any derogatory material will be given to the teacher before it is placed in his or her personnel file. The fact that material in the files bears the teacher's signature does not indicate his/her agreement or disagreement with the contents of the material, but only that he/she is aware of the document.

E. Teachers shall have the right to submit a written commentary to any material placed in the personnel file and such written comments shall be attached to the item in the file.

F. To the extent allowed by Ohio law, examination of a teacher's file shall be limited to the Board and its employees, representatives, or agents who have a legitimate reason for the examination. A log will be maintained on the inside cover of each person who examines a teacher's file or any item in it (other than the principal, the Superintendent, the secretary to the Superintendent, and any legal representative of the Board).

G. Written material will be removed from the personnel file if the teacher establishes that its content is false or has no basis in fact.

H. No anonymous material shall be placed in a teacher's personnel file.

I. The teacher may submit letters of merit which shall be placed in his/her personnel file(s).

ARTICLE 43 – <u>TEACHER WORKDAY</u>

A. The school day shall include thirty (30) minutes duty free lunch daily for each full-time bargaining unit member.

B. Each full-time teacher shall have at least two hundred (200) minutes per week for instructional planning, evaluation, and conferences. The building principals will make best efforts for teachers to have at least 30 uninterrupted consecutive minutes of planning time per day.

C. Each part-time teacher shall have a percentage of two hundred (200) minutes per week for instructional planning, evaluation, and conferences as the percentage of a full school day which they work bears to a full day.

ARTICLE 44 – CLASS SIZE

A. The school board acknowledges that the best learning environment for students is in classrooms with the lowest possible teacher-to-student ratio. Effort will be made in scheduling to keep class size as small as possible and to equalize class size within each building. The Board and Administration will strive to ensure that resources are allocated to maintain class sizes that are not only manageable for the teaching staff but most conducive for student achievement and a safe learning environment. A resolve to this goal will be accomplished by building and grade level by the end of the second week of school. Class size will not exceed the number of workstations in a classroom.

B. An effort will be made to equalize the distribution of regular and mainstreamed special education students in each grade/class level/subject area within each building. For the first ten (10) days of the school year, when students are mainstreamed into a regular classroom, the number of mainstreamed students will not exceed thirty-three percent (33%) of the class size. The classroom teacher may at their discretion allow the percentage to be up to forty percent (40%). If the foregoing percentages are exceeded after the tenth (10^{th}) day, the teacher may meet with the administration to discuss possible solutions.

ARTICLE 45 – THIRD GRADE READING GUARANTEE

Teachers required by the Board to receive a reading certification under the Third Grade Reading Guarantee shall receive reimbursement for the cost of the first administration of the reading certification test adopted by the State Board of Education and reimbursement for the cost of any courses or trainings in order to obtain a reading endorsement or licensure. This reimbursement shall be at full cost and shall be separate and above any requests for tuition reimbursement by the teacher.

Any voluntary transfers to meet the Third Grade Reading Guarantee legislation shall be in accordance with Article 10.

There shall be equitable distribution of students on Reading Improvement and Monitoring Plans (RIMP).

ARTICLE 46 – COLLEGE CREDIT PLUS

A. The opportunity to teach any course offered by the School District through College Credit Plus shall be offered to all members of the bargaining unit who are qualified to teach the course.

B. Teaching a course that qualifies for College Credit Plus shall be voluntary on the part of the teacher.

C. Bargaining Unit Members who teach College Credit Plus classes shall receive additional compensation in the amount of five hundred dollars ($500.00) per course.

ARTICLE 47 – REPRESENTATION

Except in any emergency situation where the safety or welfare of persons are threatened, an employee shall be entitled upon request, to have a representative present whenever there is a prearranged meeting with an administrator which may reasonably be expected to result in a reprimand, a suspension or discharge. No such meeting shall be continued for more than three (3) school days because of a failure of a representative of the Association to be available to meet. When a request for representation is made, no meeting shall be held with respect to the employee until such representative of the Association is present unless the representative cannot be present within three (3) school days.

ARTICLE 48 – ACTIVITY PASS

At the beginning of the school year, each teacher will be given a pass that will allow the teacher and household family members (spouse, children, and legal dependents) admittance for athletic and performing arts events, when accompanying the staff member, with the exception of JV and Varsity Boys Basketball as well as 9th grade basketball when it was a part of a triple header. The digital passes are nontransferable and must be presented by the staff member to gain admittance to the event except for JV and Varsity Boys Basketball when part of a triple header.

A teacher may purchase two (2) reserved seats for the price of one (1) (if available and limited to four (4) reserved seats) per teacher for JV and Varsity Boys' Basketball.

ARTICLE 49 – OHIO RESIDENT EDUCATOR PROGRAM

A. PURPOSE

The Resident Educator Program for beginning teachers will provide Ohio's newest educators with coaching, mentoring and guidance that are critical to improving their skills and knowledge and student achievement. The Resident Educator Program will be a Program administered and funded by the Shawnee Local School District. This Program shall not replace the negotiated employee evaluation system.

B. DEFINITIONS

1. Resident Educator Program

The two-year program created by O.R.C. 3319.223 designed to provide newly licensed Ohio educators quality mentoring and guidance. Successful completion of the residency program is required to advance to a five-year professional educator license.

2. Mentor

A Mentor is a teacher trained and assigned to provide professional support to a Resident Educator following the guidelines and protocols of the Resident Educator Program.

3. Resident Educator

A Resident Educator is a teacher employed under a Resident Educator license, an alternative Resident Educator License of any type, or a one-year out-of-state educator license.

C. MENTORS

1. Qualifications

a. The Mentor must be approved by his/her building administrator and must have teaching experience of no less than five (5) years.

b. The Mentor must be trained through the Ohio State Board of Education Instructional Mentoring program. Mentors must also be willing to complete additional training as required by the State Board of Education (SBOE).

2. Training

Mentors shall be reimbursed for all Board-approved State required mentor training.

3. Responsibilities

a. The Mentor shall carry out the Resident Educator Program in conjunction with the Resident Educator as developed by the SBOE.

b. Consult with and otherwise assist the assigned Resident Educator on a regular basis.

c. The Mentor will use the Resident Educator Program formative assessment tools, resources and protocols to support the Resident Educator.

d. The Mentor does not have a formal evaluative role. The Mentor's role is to support the growth of the Resident Educator as an instructional mentor through formative assessment tools.

4. Release Time

a. Each Mentor shall be granted release time for direct observation activities. Release time shall be separate from any other release time covered under this Agreement and shall be coordinated by the building administrator.

D. COMPENSATION

1. Release time for observations shall be provided to the Mentor and/or Resident Educator as mutually agreed upon with the building principal.

2. Mentors shall receive a stipend of $1,000 for their first Resident Educator. If a second Resident Educator is accepted, the Mentor shall receive an additional $750. If three or more Resident Educators are accepted, the Mentor shall receive an additional $500 per Resident Educator. If agreed to by the Superintendent and Mentor, a Mentor may accept more than three (3) Resident Educators. These amounts will be prorated if a Mentor resigns from the position and serves less than one full year in any mentoring position. If a Resident Educator fails to complete work or leaves the District part of the way through the school year, mentors will still receive full compensation.

3. The stipend is to be paid in June of that school year upon completion of all required paperwork and submission of any required data.

4. The District will pay all Board-approved training fees required for Mentors to receive the mandatory SBOE state mentor training.

5. Inactive Mentors shall not receive compensation.

E. RESIDENT EDUCATOR

1. Each Resident Educator shall be given an initial orientation on the following matters:

a. The pupils and community to be served;

b. School policies, procedures, and routines;

c. Courses of study, competency-based education programs, and responsibilities for lesson plans;

d. The layout of the facilities of the assigned school building(s);

e. The nature of the Resident Educator Program which will be provided; and

f. Additional information a Resident Educator may need to be adequately prepared for a specific assignment.

2. Each Resident Educator shall be provided with the following:

a. Assistance in acquiring knowledge of the school curriculum, responsibilities for implementing that curriculum, and the instructional resources available for such implementation;

b. Assistance with the management tasks identified as especially difficult for beginning teachers;

c. Assistance in the improvement of instructional skills and classroom management; and

d. The opportunity to consult/observe other teachers both within and outside of the District.

3. The Resident Educator shall be provided release time not to exceed two (2) days per year for the purpose of observing classes, attending recommended workshops, assessment preparation, etc. The days may be used in quarter (1/4) day increments and shall be coordinated by the Building Principal/Immediate Supervisor.

F. PROTECTIONS

1. Other than a notation to the effect that a teacher served as a Mentor, the teacher's activities as a Mentor shall not be part of that staff member's evaluation.

2. In the event that the District does not comply with the Resident Educator Program the Mentor who is participating in the program shall not be disciplined and/or adversely affected due to the actions(s) and/or inaction(s) of the District.

3. Mentors shall not participate in the evaluation of their assigned Resident Educator.

4. Mentors shall not be requested or directed to make any recommendation regarding the continued employment of the Resident Educator.

5. No Mentor shall be required or directed to divulge information from the written documentation, or confidential Mentor/Resident Educator discussions.

6. All interaction, written or oral, between the Mentor and the Resident Educator shall be confidential. Any violation of this tenet by the Mentor shall constitute grounds for immediate removal from his/her role as Mentor.

7. All members of the Team, Mentors, and Resident Educators shall keep confidential all discussions, actions, materials and other information to the extent permitted by law. In an emergency, or for matters required to be disclosed by law, the Mentor shall report to the District Administrator.

8. Mentors shall communicate directly with the Resident Educators and shall not discuss/report the performance and progress of the Resident Educator with any administrator, assessor, or other teacher.

9. At any time, either the Mentor or the Resident Educator may exercise the option to have a new Mentor assigned. The Mentor and the Resident Educator must operate in a trusting and comfortable relationship; therefore, no specifics shall be given as to the exercise of the option and no prejudice or evaluation is to be given such change.

10. Resident Educators shall be provided all due process provisions allowed by the master agreement and ORC.

ARTICLE 50 – CURRICULUM

Service in curriculum revision shall be voluntary and paid at $20 per hour.

ARTICLE 51 – OCCUPATIONAL SAFETY, HEALTH, COMMUNICABLE DISEASES

A. Before exercising his or her right under R.C. 4167.06, an employee must contact his or her immediate supervisor, principal or Superintendent and review all the existing facts. The employee may be temporarily reassigned without regard to other provisions of this Agreement. Before providing the notice pursuant to Section (B) of R.C. 4167.06, the employee must exhaust the process set forth in paragraph C (1-3) below.

B. An employee who wishes to assert a claim of discrimination as defined in R.C. 4167.13 shall use the grievance procedure of this labor contract to assert such a claim. The grievance procedure of this contract shall be the exclusive means for an employee to assert such a claim, to the exclusion of an appeal to the State Personnel Board of Review, a lawsuit, or other means of challenge. If the alleged discrimination is in connection with a non-renewal, any claim of discrimination under R.C. Chapter 4167 shall be raised only in the challenge to the non-renewal.

C. The parties desire to deal with safety and health complaints, and to attempt to correct any health or safety violations, internally. Accordingly, neither the Association nor an employee may file a complaint alleging a health or safety violation with the Ohio Department of Industrial Relations pursuant to R.C. 4167.10 until the following process has been completely exhausted.

1. An employee or Association representative shall first bring an alleged health or safety violation to the attention of the affected employee's immediate supervisor or building principal, within five (5) workdays of the occurrence of the alleged violation.

2. If the immediate supervisor or principal does not resolve the alleged violation to the employee's satisfaction, the employee or Association must file a formal complaint with the Superintendent within two work days after his conference with the immediate supervisor or principal. The Superintendent will prescribe a form for the written complaint. It will include space for the standard (alleged) violation. The written complaint will specify facts on which the alleged violation is based and the precise remedy sought. The Superintendent or his designee shall meet with the employee Association representative in an attempt to resolve the alleged violation. Within ten (10) work days after the conference, the Superintendent shall provide his written response to the alleged violation.

3. Employees who are diagnosed as having communicable diseases shall be entitled to all rights and benefits to which they are entitled by state and federal law. No employee's employment relationship with the school district shall be altered so long as the employee is able to do their job and the health and safety of other employees or students are not adversely affected.

ARTICLE 52 – SEXUAL HARASSMENT

Board policy will be followed in addressing claims of sexual harassment. The sexual harassment policy and forms to file a claim are on the District's website in the Board Policy section.

ARTICLE 53 – TUITION FREE ENROLLMENT & EMPLOYEE PREFERENCE

Full-time, part-time and retired members of the bargaining unit shall be permitted to enroll their dependent children at Shawnee Local Schools through Open Enrollment, or without the payment of tuition as provided by the Ohio Revised Code, whichever is most financially beneficial to the school district.

ARTICLE 54 – NEGOTIATION PROCEDURES

A. NEGOTIATIONS DEFINITIONS

"Good faith" involves coming to the negotiating table with the intention of negotiating, not of dogmatically pursuing preconceived stands. Good faith requires that the Association and the Board be willing to react to each other's proposals. If a proposal is unacceptable to one of the parties, that party is obligated to give its reasons. Good faith requires both parties to recognize negotiations are a shared process.

The obligation of the representatives of the Board and the Association to meet for purposes of professional negotiations does not compel either party to agree to a proposal or require the making of a concession.

B. DIRECTING REQUESTS

Requests in writing for negotiation meetings from the Association will be made directly to the Superintendent or a designee. Requests from the Board will be made in writing to the President of the Association. These requests shall be made in the form of a Notice to Negotiate and sent in accordance with Ohio Revised Code Chapter 4117. Requests for negotiation meetings shall be submitted between sixty (60) and ninety (90) days prior to the expiration of the contract term.

C. NEGOTIATION MEETINGS

An agreement will be reached by representatives of the Board and the Association within five (5) days of the request as to the time and place of the meeting which shall be held within twenty (20) days after the request has been submitted, unless the parties agree to a later date. All items proposed by the parties shall be written in full (laundry lists shall be rejected) and submitted to the representative(s) of both teams at the first meeting. No additional items shall be submitted by either party following the first meeting, unless mutually agreed by the parties. Additional ground rules, if any, will be established at the first meeting.

Bargaining sessions shall not be scheduled during the regular teacher workday, unless agreed to by both parties. Negotiation meetings shall be in executive session unless mutually agreed to by both parties. Negotiation meetings shall be held between the negotiating teams. Each team shall not exceed five representatives of their choosing including professional negotiators. Time and dates as used in this Article may be changed by mutual agreement.

D. NEGOTIATION REPRESENTATION

Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party. Representatives of the Board shall meet with designated representatives of the Association to negotiate in good faith. While no final agreement shall be executed without ratification by the Association and approval of the Board, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.

E. NEGOTIATION INFORMATION

The parties agree to furnish each other upon written request and in reasonable time all factual information pertinent to the items being negotiated.

F. WHILE NEGOTIATIONS ARE IN PROGRESS

1. Recess - The Chairman of either group may recess the group for independent caucus of reasonable duration at any time.

2. Protocol - No action to coerce or censor or penalize any negotiation participant shall be made or implied by any other member as a result of participation in the negotiation process.

3. Item Agreement - As negotiation items receive tentative agreement, they shall be reduced to writing, dated and initialed by each party. Such initialing shall not be construed as final agreement and shall not be binding upon the negotiating teams until all items in dispute have been resolved.

4. Schedule of Meetings - Until all negotiation meetings are completed, each meeting shall include a decision on an agreed time and place for the next subsequent meeting.

G. NEGOTIATIONS FINAL AGREEMENT

When an agreement is reached through negotiating, the outcome shall be reduced to writing and submitted to the Association for formal approval. Following ratification by the Association, the proposal shall then be submitted to the full Board for its consideration. If approved by the affirmative vote of a majority of the full Board, the agreement shall then be signed by the parties and shall become part of the official minutes of the Board.

H. NEGOTIATIONS DISAGREEMENT

1. If agreement is not reached on matters being negotiated at any time prior to 45 days before the expiration date of this agreement (or at any later time), either party may declare impasse and request that an impartial mediator be appointed. The mediator may be selected by agreement between the parties. If agreement on the mediator is not reached within five (5) days after the call for mediation, the Federal Mediation and Conciliation Service or other mutually agreed upon mediator/mediation service shall be requested to appoint a mediator, and the selection shall be in accordance with the rules of the Federal Mediation and Conciliation Service.

2. The mediator shall have the right to hold meetings with the negotiating parties in seeking to affect a resolution to the disagreement(s) in accordance with the rules and regulations of the FMCS or other mutually agreed upon mediation service.

3. A mediator will be chosen from FMCS or from another agency by mutual consent. The mediator so obtained shall seek to affect a resolution to the disagreement(s) in accordance with the rules and regulations of the state agency involved. In the event the members of the negotiation team are

unable to reach agreement within ten (10) days of the expiration of the existing agreement, then the Association shall have the right to proceed in accordance with Section 4117.14 (D)(2) of the Ohio Revised Code.

I. NEGOTIATIONS INTERIM BARGAINING

In the event that the Association exercises its rights to reopen negotiations, all provisions of this article shall apply. In the event the parties are unable to reach agreement after mediation, then the Association may, upon ten (10) days written notice, strike. For the purpose of interim bargaining only, the selection and mediation process shall not extend for more than thirty days beyond the declaration of impasse by either party unless mutually agreed. The cost of securing and using the services of a mediator shall be shared equally by the Board and the Association. By mutual consent of the Administration and the SEA, the co-curricular schedule may be changed without reopening formal negotiations.

J. NEGOTIATIONS RIGHTS OF INDIVIDUALS

Nothing in this document shall prohibit teaching employees from presenting views, OR proposals, to the Superintendent in accordance with established procedure. Negotiations, however, shall be conducted according to this contract.

ARTICLE 55 – REDUCTION IN FORCE

When it is necessary to reduce the certified staff because of decreased enrollment of pupils, suspension of schools, territorial changes, return to duty of a teacher after a leave of absence, or financial reasons, the following procedures shall apply:

A. REDUCTION IN FORCE - ATTRITION

Where known and where possible, the number of persons affected by a Reduction in Force (RIF), 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.

B. REDUCTION OTHER THAN BY ATTRITION

To the extent that reductions are not achieved through attrition, reductions may be achieved by non-renewing limited contracts of employment as opposed to suspensions under Ohio Revised Code Section 3319.17, in accordance with ORC Section 3319.11. A teacher, whose contract term has not expired, shall be suspended for the balance of that term and placed on the RIF list and then he/she shall be non-renewed, subject to the qualification of the preceding sentence. Contracts may be suspended in full or in part, meaning that a full-time employee can be reduced to part-time status or a part-time employee reduced in hours through the reduction in-force process.

1. Seniority shall be determined by placing all teachers on seniority lists within their area or areas of certification. If two or more teachers on any seniority list have the same length of continuous service, seniority shall be:

   a. the first determiner is the date of the Board meeting at which the teacher was hired; and then

   b. the second determiner is the effective date; and then

   c. the third determiner is total teaching experience. The length of continuous service shall not be interrupted by authorized leaves of absence.

2. Reduction in Force Lists - Teachers selected for suspension or non-renewal under this Agreement, shall immediately be placed on a RIF List and such list shall be given to the SEA. If Teachers are non-renewed for reasons other than those enumerated in the opening paragraph to this Section, they shall not appear on this list. No new teachers shall be employed by the Board while there are teachers on the RIF List who are certified for any opening unless the administration can show that valid program needs or the education goals of the system make it demonstrably necessary for the Board to fill the position with a new teacher. No teacher on a continuing contract will lose recall rights by declining recall to a position providing fewer hours of work than the employee had been working.

C. When making reductions pursuant to R.C. 3319.17, the following provisions will apply.

1. The order of reduction in each certification/licensure area shall be as follows:

   a. First: members holding limited contracts based on:

      i. Licensure/Certification;

      ii. No completed formal evaluation in the District;

      iii. When evaluations are comparable, by lowest seniority in the District.

   b. Second: members holding limited contracts based on:

      i. Licensure/Certification;

      ii. Competency as determined by formal evaluation;

      iii. When evaluations are comparable, by lowest seniority in the District.

c. Third: members holding continuing contracts based on:

i. Licensure/Certification;

ii. Competency as determined by formal evaluation;

iii. When evaluations are comparable, by lowest seniority in the District.

2. Competency and comparable evaluation to be determined solely on the summative holistic evaluation rating of the teacher evaluation system. The ratings within each individual category are considered comparable only within the same category, except that the summative ratings of Skilled and Accomplished shall be considered comparable to each other for purposes of this Article.

3. Least Senior Reduced – A teacher who has received notice that their position will be reduced may exercise the ability to bump the least senior teacher who is assigned to a position for which the first teacher is properly licensed to teach who has the same or lower final evaluation rating as the first teacher. A teacher wishing to exercise the ability to bump under this provision must notify the Superintendent in writing within three (3) workdays of receipt of notice that their position is being reduced or they will forfeit the ability to exercise a bump.

ARTICLE 56 – REDUCTION IN FORCE - RECALL

A teacher whose name appears on the RIF List shall be offered reemployment when a position becomes available for which he/she is certified at the time the recall is made by the Superintendent, or his designee. Teachers shall be returned to active employment in reverse order of layoff to fill vacancies for which they are certified.

A. Written notice by registered or certified mail addressed to the teacher's last known address shall constitute the offer. If the offer is not accepted in writing by registered or certified letter, and received by the Board within seven (7) calendar days from the date the offer was received, or is returned because it is undelivered or not picked up, it will be deemed rejected and the name removed from the RIF List. The Superintendent shall give the Association president written notice that an offer of recall has been made.

It shall be the responsibility of each teacher to notify the Board of any address change and any change in certification.

B. Time on RIF List - Status upon Return - Each teacher will remain on the RIF List for twenty-four (24) months and will be given only one opportunity to accept or to waive his or her recall rights in writing. A teacher who is recalled to a regular full-time position shall be credited with sick leave accumulation and years of service for salary schedule placement he/she had prior to reduction.

C. A teacher on the RIF List shall have the following rights:

1. The right to continue receipt of group insurance coverage at the employee's expense. Continuation of group insurance coverage during the twenty-four (24) months on the RIF List runs concurrently with COBRA benefits. The right to retain seniority credit during the period of layoff.

2. Credit for salary placement upon recall for work in a position requiring a teaching certificate/license performed while on layoff status.

3. The right to be notified by mail of all postings for bargaining unit positions provided the teacher supplies the treasurer with addressed postage paid envelopes for this as well as electronically when the teacher provides a personal email address.

4. Recognition of additional certification, license, or entry-level requirements earned and reported while on layoff status for recall purposes, provided such information is filed with the employer prior to recall.

ARTICLE 57 – RIF - STATE AND FEDERAL LAW

Exceptions to preferences for retention or recall based on seniority may also be made when necessary to do so in order to comply with state and federal laws regarding employment.

ARTICLE 58 – RIF - GRIEVANCE PROCEDURE

Only the procedure by which Reduction in Force is carried out shall be subject to the arbitration provision of this Agreement. Thus, for example, the reasons for RIF as determined by the Board are not subject to the arbitration provisions of this Agreement.

ARTICLE 59 – RIF - COMPLIANCE WITH LAW

Nothing contained herein shall abridge the Board's right to non-renew the limited contract of a teacher for reasons other than RIF in accordance with Ohio Revised Code Section 3319.11 or utilize the procedures provided for in Ohio Revised Code Section 3319.17.

ARTICLE 60 – TRANSITIONAL WORK PROGRAM

Employees are required to participate in the Transitional Work Program if their injury is work-related. Program specifics are outlined in the district's program, meant to transition employees back to regular assignment within 60 days, all under doctor's and therapist's care.

ARTICLE 61 – ACADEMIC DISTRESS

The parties agree to incorporate the provisions of O.R.C. 3302.10 as if rewritten herein.

ARTICLE 62 – DEVELOPMENT OF COPYRIGHT MATERIALS, MEDIA, AND ONLINE PROJECTS

Any staff member who produces educational materials, media or online projects (for classroom, educational, or professional purposes), whether by their own initiative or at the request of administration, who does not use the District's time, equipment, resources, or materials shall maintain full rights for the copyright, and to any further royalties or profits resulting from said publication or products. Furthermore, said materials shall be considered the property of the creator. The District shall be permitted to use, reproduce, edit, or modify such materials free of charge.

ARTICLE 63 – CONTRACT MAINTENANCE

A. CONTRACT AMENDMENTS

Amendments may be made at any time by mutual consent. All amendments, hereafter, shall be in writing signed by representatives of both parties and attached hereto.

B. CONTRACT CONFLICT WITH LAW

Consistent with Chapter 4117 of the Ohio Revised Code, this Agreement governs the wages, hours, terms and conditions of employment of teachers and the terms of this Agreement prevail over any state statute to the contrary. If any specific provision of this Agreement is invalidated by court ruling or subsequent change in the law, the parties shall, upon written request of the other, negotiate in good faith regarding any necessary change in this Agreement within thirty (30) days of the written request. All other provisions of the Contract shall remain in full force and effect.

C. WAIVER OF NEGOTIATIONS DURING TERM OF AGREEMENT

The Board and the Association acknowledge that during negotiations resulting in this contract, each party had the right and the opportunity to make demands and proposals with respect to any matter and that this contract was arrived at by the parties after the exercise of that right and opportunity. The Board and the Association shall voluntarily waive, during the life of this contract, the right to bargain with respect to any subject or matter irrespective of whether such matters or subject is specifically referred to or covered in this contract, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time negotiations were being conducted or at the time the party signed this contract.

D. ENTIRE AGREEMENT CLAUSE

This contract supersedes and cancels all previous agreements, verbal or written or based on alleged past practices between the Board and Association and constitutes the entire agreement between the parties. Any amendment or agreement

supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto

E CONTRACT DURATION

This contract shall be effective September 1, 2025 through June 30, 2027 There was a reopener for Salary (Base and Supplemental) only for the second year of the contract in 2026.

Superintendent — Date: 6-17-26

Board President — Date: 10/23/26

Association President — Date: 6-17-26

APPENDIX A

LEAVES

FORM A
APPLICATION FOR FAMILY MEDICAL LEAVE

Check one:

I hereby apply for family/medical leave for the following reason:

_____ because of the birth of my son or daughter and in order to care for my son or daughter

_____ because of the placement of a son or daughter with me for adoption or foster care

_____ in order to care for my spouse, or a son, daughter, or parent who has a serious health condition

_____ because of my serious health condition that makes me unable to perform the functions of my position

I certify that I meet the eligibility requirements as set forth in the Family and Medical Leave Policy. If I am applying for leave because I have a serious health condition or a member of my family does, I am also supplying medical certification in accordance with the Family Medical Leave Policy.

If I am applying for leave because I have a serious health condition, I authorize the Superintendent to contact my treating health care provider for information about my condition. I agree to cooperate fully with my treating health care personnel with knowledge of my condition to communicate with Shawnee Schools for the purpose of determining my condition. I agree to report on a monthly basis to my supervisor my status and intent to return to work during my leave. I further agree that if my leave is due to my own serious health condition that before being permitted to return to work, I will present a certification from my health care provider that I am able to resume work.

I understand that I must pay my portion of health benefits according to the payroll deduction schedule and related practices. I further understand that if I do not return to work after my leave for any reasons but a continuation, recurrence or onset of a serious health condition or other circumstances beyond my control, I will be obligated to repay to the Board the amount of my health insurance premiums it contributed on my behalf during my leave. I agree that said repayment may be made by deduction from any remaining paychecks.

I understand that my unpaid leave I might otherwise be entitled to will be reduced by paid leave in accordance with the Family and Medical Leave Policy.

If I have been absent for a continuous period of three or more weeks during this contract year, I have attached From A1, a written explanation of this leave. I agree to supplement this explanation with medical certification if I am requested to do so by the Superintendent or designee.

_____ _____

Date Employee

FORM A1

EXPLANATION OF PRIOR LEAVE

I hereby certify that my prior absence (s) during this contract year has (have) been for the following reason(s):

Number of Days

_____ because of the birth of my son or daughter and in order to care for my son or daughter

_____ because of the placement of a son or daughter with me for adoption or foster care

_____ in order to care for my spouse, or a son, daughter, or parent who has a serious health condition

_____ because of my serious health condition that makes me unable to perform the functions of my position

_____ because of other reasons

_____

Employee

_____

Date

FORM B

HEALTH CARE PROVIDER'S CERTIFICATION
OF ABILITY TO RETURN TO WORK

I hereby certify that I have physically examined _____ and have determined that, he/she is able to resume all the essential functions of his or her job.

The following limits, qualifications or accommodations exist or are necessary for the employee to resume his or her essential functions:

_____

_____

_____

_____

_____
Health Care Provider

_____

_____
Address

_____
Telephone Number

_____
Date

APPENDIX B
SUPPLEMENTAL SALARY SCHEDULE

Negotiated Supplemental Salary Schedule

APPENDIX B

SUPPLEMENTAL SALARY SCHEDULE

FISCAL YEAR 2025

Category A	Step 0	Step 1	Step 2
Head Football Coach	$6,000.00	$6,500.00	$7,354.33
Head Basketball Coach			
Marching Band Director			

Category B	Step 0	Step 1	Step 2
Head Wrestling Coach	$4,800.00	$5,100.00	$5,568.31
Head Baseball Coach			
Head Track Coach			
Head Softball Coach			
Head Soccer Coach			
Head Volleyball Coach			
Associate Marching Band Director			

Category C	Step 0	Step 1	Step 2
Head Cross Country Coach	$4,100.00	$4,350.00	$5,148.03
Head Swim Coach			
Head Tennis Coach			
Head Golf Coach			

Category D	Step 0	Step 1	Step 2
Assistant H.S. Football Coach	$3,900.00	$4,200.00	$4,622.72
Assistant H.S. Basketball Coach			
Sports Facility/Scheduling Manager			

Category E	Step 0	Step 1	Step 2
Assistant H.S. Baseball Coach	$3,400.00	$3,800.00	$4,307.54
Assistant H.S. Track Coach			
Assistant H.S. Wrestling Coach			
Assistant H.S. Soccer Coach			
Assistant H.S. Volleyball Coach			
Assistant H.S. Softball Coach			
High School Yearbook Advisor			

Category F	Step 0	Step 1	Step 2
M.S. Basketball Coach	$3,150.00	$3,500.00	$3,939.83
M.S. Football Coach			
M.S. Head Track Coach			
M.S. Volleyball Coach			
M.S. Baseball Coach			
M.S. Softball Coach			
M.S. Wrestling Coach			

Assistant H.S. Cross Country Coach
Musical Production Advisors
Cheerleading Advisor (fall and winter)
Assistant Marching Band Director
Bowling Coach
Assistant Swimming Coach

Category G	Step 0	Step 1	Step 2
Saturday School	$2,900.00	$3,200.00	$3,677.17
High School Government Advisor			
M.S. Cross Country Coach			
M.S. Soccer Coach			
M.S. Assistant Track Coach			
Building Computer Systems Operator			
M.S. Assistant Wrestling Coach			

Category H	Step 0	Step 1	Step 2
National Honor Society Advisor	$2,500.00	$2,800.00	$3,256.92
Academic Competition Coach			
Quiz Bowl Coach			
E-Sports (Fall and Spring)			
M.S. Assistant Cheerleader Advisor			
Middle School Yearbook Advisor			
Elementary Yearbook Advisor			
Math Counts Advisor			
M.S. Assistant Cross Country Coach			

Category I	Step 0	Step 1	Step 2
Assistant H.S. Government Advisor	$2,000.00	$2,200.00	$2,626.55
Auditorium Manager			
Big Brothers Big Sisters			

Category J	Step 0	Step 1	Step 2
High School Newspaper Advisor	$1,600.00	$1,900.00	$2,311.36
Middle School Student Council Advisor			
E-Tech Advisor			
Play Production Advisor			
Assistant Tennis Coach			
Assistant Golf Coach			
Dive Coach			
Weight Coach (3 sessions @ 70 days)			

Category K	Step 0	Step 1	Step 2
S.A.D.D. Advisor	$1,300.00	$1,600.00	$1,996.18
Pep Band Director			
Avatar Writing Magazine Advisor			
Graduation Coordinator			
Middle School Newspaper Advisor			
After School Academic Advisor(s)			

Middle School Drama Club
Spirit Club Advisor (Fall and Winter)
Science Olympiad (STEM)

Category L $1,000 $1,300 $1,680.99	Step 0	Step 1	Step 2
After School Choral Group Assistant Dir.	$1,000.00	$1,300.00	$1,680.99
T.E.A.M.S. Advisor			
Marching Band Percussion			
Marching Band Guard			
Director of Guidance			
Jr. Optimist Advisor			
Test Coordinator			

Category M	Step 0	Step 1	Step 2
12 Hour Instructor	$400.00	$475.00	$499.24

Event Monitor - $15.00 per hour.
Detention Duty - Fall, Winter, and Spring seasons at $1,000/season. One position per building per term at the Middle School and High School.

Negotiated Supplemental Salary Schedule

APPENDIX B

SUPPLEMENTAL SALARY SCHEDULE

INCREASING BY 2% in FISCAL YEAR 2026

Category A	Step 0	Step 1	Step 2
Head Football Coach	$6,120	$6,630	$7,501
Head Basketball Coach			
Marching Band Director			

Category B	Step 0	Step 1	Step 2
Head Wrestling Coach	$4,896	$5,202	$5,680
Head Baseball Coach			
Head Track Coach			
Head Softball Coach			
Head Soccer Coach			
Head Volleyball Coach			
Associate Marching Band Director			

Category C	Step 0	Step 1	Step 2
Head Cross Country Coach	$4,182	$4,437	$5,251
Head Swim Coach			
Head Tennis Coach			
Head Golf Coach			

Category D	Step 0	Step 1	Step 2
Assistant H.S. Football Coach	$3,978	$4,284	$4,715
Assistant H.S. Basketball Coach			
Sports Facility/Scheduling Manager			

Category E	Step 0	Step 1	Step 2
Assistant H.S. Baseball Coach	$3,468	$3,876	$4,394
Assistant H.S. Track Coach			
Assistant H.S. Wrestling Coach			
Assistant H.S. Soccer Coach			
Assistant H.S. Volleyball Coach			
Assistant H.S. Softball Coach			
High School Yearbook Advisor			

Category F	Step 0	Step 1	Step 2
M.S. Basketball Coach	$3,213	$3,570	$4,019
M.S. Football Coach			
M.S. Head Track Coach			
M.S. Volleyball Coach			
M.S. Baseball Coach			
M.S. Softball Coach			
M.S. Wrestling Coach			
Assistant H.S. Cross Country Coach			
Musical Production Advisors			
Cheerleading Advisor (fall and winter)			
Assistant Marching Band Director			

Bowling Coach
Assistant Swimming Coach

Category G	Step 0	Step 1	Step 2
Saturday School	$2,958	$3,264	$3,751
High School Government Advisor			
M.S. Cross Country Coach			
M.S. Soccer Coach			
M.S. Assistant Track Coach			
Building Computer Systems Operator			
M.S. Assistant Wrestling Coach			

Category H	Step 0	Step 1	Step 2
National Honor Society Advisor	$2,550	$2,856	$3,322
Academic Competition Coach			
Quiz Bowl Coach			
E-Sports (Fall and Spring)			
M.S. Assistant Cheerleader Advisor			
Middle School Yearbook Advisor			
Elementary Yearbook Advisor			
Math Counts Advisor			
M.S. Assistant Cross Country Coach			

Category I	Step 0	Step 1	Step 2
Assistant H.S. Government Advisor	$2,040	$2,244	$2,679
Auditorium Manager			
Big Brothers Big Sisters			

Category J	Step 0	Step 1	Step 2
High School Newspaper Advisor	$1,632	$1,938	$2,358
Middle School Student Council Advisor			
E-Tech Advisor			
Play Production Advisor			
Assistant Tennis Coach			
Assistant Golf Coach			
Dive Coach			
Weight Coach (3 sessions @ 70 days)			

Category K	Step 0	Step 1	Step 2
S.A.D.D. Advisor	$1,326	$1,632	$2,036
Pep Band Director			
Avatar Writing Magazine Advisor			
Graduation Coordinator			
Middle School Newspaper Advisor			
After School Academic Advisor(s)			
Middle School Drama Club			
Spirit Club Advisor (Fall and Winter)			
Science Olympiad (STEM)			

Category L	Step 0	Step 1	Step 2
After School Choral Group Assistant Dir.	$1,020	$1,326	$1,715
T.E.A.M.S. Advisor			
Marching Band Percussion			
Marching Band Guard			
Director of Guidance			
Jr. Optimist Advisor			
Test Coordinator			

Category M	Step 0	Step 1	Step 2
12 Hour Instructor	$408	$485	$509

Event Monitor - $15.30 per hour.
Detention Duty - Fall, Winter, and Spring seasons at $1,020/season. One position per building per term at the Middle School and High School.

Negotiated Supplemental Salary Schedule

APPENDIX B

SUPPLEMENTAL SALARY SCHEDULE

FISCAL YEAR 2027 (Changes in amounts for Categories A and B.)

Category A	**Step 0**	**Step 1**	**Step 2**
Head Football Coach & Program Coordinator	$7,956.00	$8,619.00	$9,751.00
Head Basketball Coach & Program Coordinator			
Marching Band Director & Program Coordinator			

Category B	**Step 0**	**Step 1**	**Step 2**
Head Wrestling Coach & Program Coordinator	$6,365.00	$6,763.00	$7,384.00
Head Baseball Coach & Program Coordinator			
Head Track Coach & Program Coordinator			
Head Softball Coach & Program Coordinator			
Head Soccer Coach & Program Coordinator			
Head Volleyball Coach & Program Coordinator			
Associate Marching Band Director & Associate Program Coordinator			
Head Swim Coach & Program Coordinator			

Category C	**Step 0**	**Step 1**	**Step 2**
Head Cross Country Coach	$4,182	$4,437	$5,251
Head Tennis Coach			
Head Golf Coach			

Category D	**Step 0**	**Step 1**	**Step 2**
Assistant H.S. Football Coach	$3,978	$4,284	$4,715
Assistant H.S. Basketball Coach			
Sports Facility/Scheduling Manager			

Category E	**Step 0**	**Step 1**	**Step 2**
Assistant H.S. Baseball Coach	$3,468	$3,876	$4,394
Assistant H.S. Track Coach			
Assistant H.S. Wrestling Coach			
Assistant H.S. Soccer Coach			
Assistant H.S. Volleyball Coach			
Assistant H.S. Softball Coach			
High School Yearbook Advisor			
Assistant Swimming Coach			

Category F	**Step 0**	**Step 1**	**Step 2**
M.S. Basketball Coach	$3,213	$3,570	$4,019
M.S. Football Coach			
M.S. Head Track Coach			
M.S. Volleyball Coach			
M.S. Baseball Coach			
M.S. Softball Coach			
M.S. Wrestling Coach			
Assistant H.S. Cross Country Coach			

Musical Production Advisors
Cheerleading Advisor (fall and winter)
Assistant Marching Band Director
Bowling Coach
Marching Band Percussion
Marching Band Guard

Category G	**Step 0**	**Step 1**	**Step 2**
Saturday School	$2,958	$3,264	$3,751
High School Government Advisor			
M.S. Cross Country Coach			
M.S. Soccer Coach			
M.S. Assistant Track Coach			
Building Computer Systems Operator			
M.S. Assistant Wrestling Coach			

Category H	**Step 0**	**Step 1**	**Step 2**
National Honor Society Advisor	$2,550	$2,856	$3,322
Academic Competition Coach			
Quiz Bowl Coach			
E-Sports (Fall and Spring)			
M.S. Assistant Cheerleader Advisor			
Middle School Yearbook Advisor			
Elementary Yearbook Advisor			
Math Counts Advisor			
M.S. Assistant Cross Country Coach			
Science Olympiad (STEM)			

Category I	**Step 0**	**Step 1**	**Step 2**
Assistant H.S. Government Advisor	$2,040	$2,244	$2,679
Auditorium Manager			
Big Brothers Big Sisters			

Category J	**Step 0**	**Step 1**	**Step 2**
High School Newspaper Advisor	$1,632	$1,938	$2,358
Middle School Student Council Advisor			
E-Tech Advisor			
Play Production Advisor			
Assistant Tennis Coach			
Assistant Golf Coach			
Dive Coach			
Weight Coach (3 sessions @ 70 days)			

Category K	**Step 0**	**Step 1**	**Step 2**
S.A.D.D. Advisor	$1,326	$1,632	$2,036
Pep Band Director			
Avatar Writing Magazine Advisor			
Graduation Coordinator			
Middle School Newspaper Advisor			
After School Academic Advisor(s)			

Middle School Drama Club
Spirit Club Advisor (Fall and Winter)

Category L	**Step 0**	**Step 1**	**Step 2**
After School Choral Group Assistant Dir.	$1,020	$1,326	$1,715
T.E.A.M.S. Advisor			
Director of Guidance			
Jr. Optimist Advisor			
Test Coordinator			

Category M	**Step 0**	**Step 1**	**Step 2**
12 Hour Instructor	$408	$485	$509

Event Monitor - $15.30 per hour.
Detention Duty - Fall, Winter, and Spring seasons at $1,020/season. One position per building per term at the Middle School and High School.

APPENDIX C- SALARY SCHEDULE

For the 2025-2026 school year there will be a 2.0% increase on the base.

For the 2026-2027 school year there was a salary reopener resulting in a 0.75% increase on the base.

SHAWNEE LOCAL SCHOOL DISTRICT
SHAWNEE EDUCATION ASSOCIATION
FY 2026

YEARS EXPER.	BACHELORS DEGREE	BACHELORS with 135 Hours	BACHELORS with 150 Hours	MASTERS DEGREE	MASTERS +15 Hours	MASTERS +30 Hours
0	$44,651	$45,544	$46,437	$49,116	$50,009	$50,902
1	$46,437	$47,330	$48,446	$51,348	$52,464	$53,357
2	$48,223	$49,116	$50,455	$53,581	$54,920	$55,813
3	$50,009	$50,902	$52,464	$55,813	$57,376	$58,269
4	$51,795	$52,688	$54,474	$58,046	$59,832	$60,725
5	$53,581	$54,474	$56,483	$60,278	$62,287	$63,180
6	$55,367	$56,260	$58,492	$62,511	$64,743	$65,636
7	$57,153	$58,046	$60,501	$64,743	$67,199	$68,092
8	$58,939	$59,832	$62,511	$66,976	$69,655	$70,548
9	$60,725	$61,618	$64,520	$69,208	$72,111	$73,004
10	$62,511	$63,404	$66,529	$71,441	$74,566	$75,459
11	$64,297	$65,190	$68,539	$73,673	$77,022	$77,915
12	$66,083	$66,976	$70,548	$75,906	$79,478	$80,371
13	$67,869	$68,762	$72,557	$78,138	$81,934	$82,827
14	$69,655	$70,548	$74,566	$80,371	$84,389	$85,282
15	$71,441	$72,334	$76,576	$82,603	$86,845	$87,738
16	$71,441	$72,334	$76,576	$82,603	$86,845	$87,738
17	$71,441	$72,334	$76,576	$82,603	$86,845	$87,738
18	$71,441	$72,334	$76,576	$82,603	$86,845	$87,738
19	$72,334	$73,227	$77,692	$83,720	$88,073	$89,301
20	$72,334	$73,227	$77,692	$83,720	$88,073	$89,301
21	$72,334	$73,227	$77,692	$83,720	$88,073	$89,301
22	$72,334	$73,227	$77,692	$83,720	$88,073	$89,301
23	$72,334	$73,227	$77,692	$83,720	$88,073	$89,301
24	$72,334	$73,227	$77,692	$83,720	$88,073	$89,301
25	$72,334	$73,227	$77,692	$83,720	$88,073	$89,301
26	$74,566	$75,236	$79,924	$85,952	$90,529	$91,534
27	$74,566	$75,236	$79,924	$85,952	$90,529	$91,534
28	$74,566	$75,236	$79,924	$85,952	$90,529	$91,534
29	$74,566	$75,236	$79,924	$85,952	$90,529	$91,534
30	$74,566	$75,236	$79,924	$85,952	$90,529	$91,534
31	$74,566	$75,236	$79,924	$85,952	$90,529	$91,534
32	$74,566	$75,236	$79,924	$85,952	$90,529	$91,534
33	$74,566	$75,236	$79,924	$85,952	$90,529	$91,534
34	$74,566	$75,236	$79,924	$85,952	$90,529	$91,534
35	$74,566	$75,236	$79,924	$85,952	$90,529	$91,534

SHAWNEE LOCAL SCHOOL DISTRICT
SHAWNEE EDUCATION ASSOCIATION

SALARY SCHEDULE INDEX

YEARS EXPER.	BACHELORS DEGREE	BACHELORS with 135 Hours	BACHELORS with 150 Hours	MASTERS DEGREE	MASTERS + 15 Hours	MASTERS + 30 Hours
0	1.000	1.020	1.040	1.100	1.120	1.140
1	1.040	1.060	1.085	1.150	1.175	1.195
2	1.080	1.100	1.130	1.200	1.230	1.250
3	1.120	1.140	1.175	1.250	1.285	1.305
4	1.160	1.180	1.220	1.300	1.340	1.360
5	1.200	1.220	1.265	1.350	1.395	1.415
6	1.240	1.260	1.310	1.400	1.450	1.470
7	1.280	1.300	1.355	1.450	1.505	1.525
8	1.320	1.340	1.400	1.500	1.560	1.580
9	1.360	1.380	1.445	1.550	1.615	1.635
10	1.400	1.420	1.490	1.600	1.670	1.690
11	1.440	1.460	1.535	1.650	1.725	1.745
12	1.480	1.500	1.580	1.700	1.780	1.800
13	1.520	1.540	1.625	1.750	1.835	1.855
14	1.560	1.580	1.670	1.800	1.890	1.910
15	1.600	1.620	1.715	1.850	1.945	1.965
16	1.600	1.620	1.715	1.850	1.945	1.965
17	1.600	1.620	1.715	1.850	1.945	1.965
18	1.600	1.620	1.715	1.850	1.945	1.965
19	1.620	1.640	1.740	1.875	1.9725	2.000
20	1.620	1.640	1.740	1.875	1.9725	2.000
21	1.620	1.640	1.740	1.875	1.9725	2.000
22	1.620	1.640	1.740	1.875	1.9725	2.000
23	1.620	1.640	1.740	1.875	1.9725	2.000
24	1.620	1.640	1.740	1.875	1.9725	2.000
25	1.620	1.640	1.740	1.875	1.9725	2.000
26	1.670	1.685	1.790	1.925	2.0275	2.050
27	1.670	1.685	1.790	1.925	2.0275	2.050
28	1.670	1.685	1.790	1.925	2.0275	2.050
29	1.670	1.685	1.790	1.925	2.0275	2.050
30	1.670	1.685	1.790	1.925	2.0275	2.050
31	1.670	1.685	1.790	1.925	2.0275	2.050
32	1.670	1.685	1.790	1.925	2.0275	2.050
33	1.670	1.685	1.790	1.925	2.0275	2.050
34	1.670	1.685	1.790	1.925	2.0275	2.050
35	1.670	1.685	1.790	1.925	2.0275	2.050

SHAWNEE LOCAL SCHOOL DISTRICT
SHAWNEE EDUCATION ASSOCIATION
FY2027

Base Salary $44,985

YEARS EXPER.	BACHELORS DEGREE	BACHELORS Index	BACHELORS with 135 Hours	BACHELORS with 135 Index	BACHELORS with 150 Hours	BACHELORS with 150 Index	MASTERS DEGREE	MASTERS Index	MASTERS + 15 Hours	MASTERS + 15 Index	MASTERS + 30 Hours	MASTERS + 30 Index
0	44,985	1.000	45,885	1.020	46,785	1.040	49,484	1.100	50,384	1.120	51,283	1.140
1	46,785	1.040	47,685	1.060	48,809	1.085	51,733	1.150	52,858	1.175	53,758	1.195
2	48,584	1.080	49,484	1.100	50,833	1.130	53,982	1.200	55,332	1.230	56,232	1.250
3	50,384	1.120	51,283	1.140	52,858	1.175	56,232	1.250	57,806	1.285	58,706	1.305
4	52,183	1.160	53,083	1.180	54,882	1.220	58,481	1.300	60,280	1.340	61,180	1.360
5	53,982	1.200	54,882	1.220	56,907	1.265	60,730	1.350	62,755	1.395	63,654	1.415
6	55,782	1.240	56,682	1.260	58,931	1.310	62,980	1.400	65,229	1.450	66,129	1.470
7	57,581	1.280	58,481	1.300	60,955	1.355	65,229	1.450	67,703	1.505	68,603	1.525
8	59,381	1.320	60,280	1.340	62,980	1.400	67,478	1.500	70,177	1.560	71,077	1.580
9	61,180	1.360	62,080	1.380	65,004	1.445	69,727	1.550	72,651	1.615	73,551	1.635
10	62,980	1.400	63,879	1.420	67,028	1.490	71,977	1.600	75,126	1.670	76,025	1.690
11	64,779	1.440	65,679	1.460	69,053	1.535	74,226	1.650	77,600	1.725	78,500	1.745
12	66,578	1.480	67,478	1.500	71,077	1.580	76,475	1.700	80,074	1.780	80,974	1.800
13	68,378	1.520	69,278	1.540	73,101	1.625	78,724	1.750	82,548	1.835	83,448	1.855
14	70,177	1.560	71,077	1.580	75,126	1.670	80,974	1.800	85,022	1.890	85,922	1.910
15	71,977	1.600	72,876	1.620	77,150	1.715	83,223	1.850	87,497	1.945	88,396	1.965
16	71,977	1.600	72,876	1.620	77,150	1.715	83,223	1.850	87,497	1.945	88,396	1.965
17	71,977	1.600	72,876	1.620	77,150	1.715	83,223	1.850	87,497	1.945	88,396	1.965
18	71,977	1.600	72,876	1.620	77,150	1.715	83,223	1.850	87,497	1.945	88,396	1.965
19	72,876	1.620	73,776	1.640	78,275	1.740	84,348	1.875	88,734	1.9725	89,971	2.000
20	72,876	1.620	73,776	1.640	78,275	1.740	84,348	1.875	88,734	1.9725	89,971	2.000
21	72,876	1.620	73,776	1.640	78,275	1.740	84,348	1.875	88,734	1.9725	89,971	2.000
22	72,876	1.620	73,776	1.640	78,275	1.740	84,348	1.875	88,734	1.9725	89,971	2.000
23	72,876	1.620	73,776	1.640	78,275	1.740	84,348	1.875	88,734	1.9725	89,971	2.000
24	72,876	1.620	73,776	1.640	78,275	1.740	84,348	1.875	88,734	1.9725	89,971	2.000
25	72,876	1.620	73,776	1.640	78,275	1.740	84,348	1.875	88,734	1.9725	89,971	2.000
26	75,126	1.670	75,800	1.685	80,524	1.790	86,597	1.925	91,208	2.0275	92,220	2.050
27	75,126	1.670	75,800	1.685	80,524	1.790	86,597	1.925	91,208	2.0275	92,220	2.050
28	75,126	1.670	75,800	1.685	80,524	1.790	86,597	1.925	91,208	2.0275	92,220	2.050
29	75,126	1.670	75,800	1.685	80,524	1.790	86,597	1.925	91,208	2.0275	92,220	2.050
30	75,126	1.670	75,800	1.685	80,524	1.790	86,597	1.925	91,208	2.0275	92,220	2.050
31	75,126	1.670	75,800	1.685	80,524	1.790	86,597	1.925	91,208	2.0275	92,220	2.050
32	75,126	1.670	75,800	1.685	80,524	1.790	86,597	1.925	91,208	2.0275	92,220	2.050
33	75,126	1.670	75,800	1.685	80,524	1.790	86,597	1.925	91,208	2.0275	92,220	2.050
34	75,126	1.670	75,800	1.685	80,524	1.790	86,597	1.925	91,208	2.0275	92,220	2.050
35	75,126	1.670	75,800	1.685	80,524	1.790	86,597	1.925	91,208	2.0275	92,220	2.050

APPENDIX D
PRE-TAX PREMIUM PAYMENT PROGRAM

Under the Pre-Tax Premium Payment Program, you may choose to allocate your salary reduction contributions toward your share of the cost of coverage under the Employer's group health plan. The Employer will pay the remaining portion (if any) of the cost of coverage under the group health plan. Your share of the premium cost for coverage under the group health plan will be announced when you make your elections. In the event your share of this cost changes during the Plan Year, your salary reduction contributions will automatically be adjusted to reflect this change.

The group health plan is the program of group health insurance adopted by the Employer which provides medical benefit coverage for eligible employees and their families. The group health plan may include health, prescription drug, dental or vision care benefits if the Employer chooses to provide these benefits. The types and amounts of benefits under the group health plan, and the terms and conditions governing your eligibility to receive benefits under the group health plan, are set forth in the plan documents or insurance contracts governing the group health plan and are described in the group health plan's summary plan description. The Employer has the right to change insurance companies, contracts or providers, as well as to change or eliminate coverages under the group health plan, at any time.

If you want to be covered under the Employer's group health plan, participating in the Pre-Tax Premium Payment Program enables you to use "pre-tax" dollars to pay for your share of the premium cost for the coverages you select. This means that your share of the premium expense is deducted from your salary before federal income and social security taxes. It may also be treated as deductible from your income before state and local taxes, depending upon the laws of the state and city where you live and work. Because your share of the premium cost is deducted first, you do not pay these taxes on that portion of your gross income from the Employer. This will result in a real tax savings to you which helps offset your share of the cost of premiums for coverage under the group health plan. The Employer offers this program to you just so you can take advantage of these tax and cost savings benefits.

Once you make your election for a Plan Year, you cannot change or revoke it until the beginning of the next Plan Year unless you have had a change in family status, a significant increase in the cost of coverage under the group health plan, or a significant decrease in the coverage's available under the group health plan. You may change your election with respect to the Pre-Tax Premium Payment Program in the event of such a significant change in the cost or coverages under the group health plan only if you certify, in writing, to the Plan Administrator that you will be receiving similar coverage under another health plan. You must make this certification within a reasonable time after the cost or coverage change becomes effective.

If you believe you are being denied rights or benefits under the group health plan, you should follow the claims procedures provided by the group health plan, rather than the claims procedures set forth in this Plan.

APPENDIX E

Shawnee Schools

Grievance Report Form

Distribution of Form
1. Superintendent
2. Supervisor
3. Association (PR&R)
4. Teacher
5. Mediator

Name of Grievant _____ Date Filed _____

Building _____ Assignment _____

Date cause of grievance _____ Step of Grievance _____

Article(s) Violated: _____

Statement of Grievance: _____

_____

_____

_____

_____

_____

_____

Relief Sought: _____

_____

_____

Disposition to this step: _____

_____

_____

Disposition this step: _____

_____

_____

_____

_____

_____

Signature: _____ Date: _____

Title: _____

Receipt of the above form should be recorded at each step.

Delivered by: _____ Date: _____

Received by: _____ Date: _____

APPENDIX F

Local Professional Development Committee Appeal Procedure

Should a staff member wish to appeal a decision of the Shawnee Local Professional Development Committee, the appeal should be resolved as follows:

Step 1: The educator shall first discuss the concern with a representative from the LPDC.

Step 2: If the educator wishes to appeal, he/she shall submit a written request to the Local Professional Development committee within fifteen calendar days of the receipt of the unapproved documentation.

Step 3: The Shawnee Local Professional Development Committee will refer the documentations and appeal request to the non-voting member of the LPDC and a SEA representative, who is presently not on the LPDC. They will have fifteen days to consider the appeal. If the nonvoting member and the SEA representative cannot agree on the disposition of the appeal, the committee shall enter into an agreement with another LPDC within five days of receiving the disposition, to determine the appeal. The third-party then has 15 days to make a final decision in writing.