Mon, 07/27/2026 11:00:30 AM SERB

2019-01
26-MED-03-0217
47227

NEGOTIATED AGREEMENT

Between

THE SHELBY CITY SCHOOL DISTRICT

BOARD OF EDUCATION

And

THE SHELBY EDUCATION ASSOCIATION

July 1, 2026 - June 30, 2029

TABLE OF CONTENTS

Article			Page
1	RECOGNITION		1
2	AGENCY SHOP		1-2
3	ASSOCIATION RIGHTS		3-6
4	NEGOTIATION PROCEDURE		7-8
5	DEFINITIONS		9
6	GRIEVANCE PROCEDURE		9-12
7	LEAVES		12-21
	701	With Pay	12-17
		A. Sick Leave	12-15
		B. Personal Leave	15-16
		C. Assault Leave	16-18
		D. Jury Duty	18
		E. Attendance Incentive	18
		F. Fraudulent or Unauthorized Use	18
	702	Without Pay	18-21
		A. Extended Leaves of Absence	18-19
		B. Contract Status	19
		C. Assignment Upon Return	19
		D. Compensation During Leave of Absence	19
		E. Seniority	19
		F. Notification of Intent to Return	20
	703	Professional Improvement (Sabbatical Leave)	20-21
	704	Family and Medical Leave	21
	705	Deduction Procedures	21
8	TEACHING ENVIRONMENT		21-42
	801	Assignments and Transfers	21-22
	802	Vacancies/Posting	22-23

Article			Page
	803	School Year and Teacher/Bargaining Unit Member Workday	23-25
	804	Staff as Substitute Teachers	25-26
	805	Sequence of Contracts	26-27
	806	Standards for Teaching Evaluation	27-28
	807	Professional Personnel Record File	28-29
	808	Payroll Procedures	29-30
	809	Parental Complaint Procedure	30-31
	810	Field Trips	31
	811	Professional Conferences and Conventions	32-33
	812	Shelby Schools Employee Participation Council	33
	813	Filing and Maintenance of Certificates/Licenses	34
	814	Reduction in Staff	34-36
	815	Class Size	36-38
	816	Special Needs Students	39
	817	In-Service	39
	818	Local Professional Development Committee	40-41
	819	Nonrenewal	41-42
9		SALARY AND FRINGE BENEFITS	42-54
	901	Insurance	42-45

Article			Page
	902	Severance Pay	45
	903	Salary	45-46
	904	2026-20299 Teacher Salary Schedule	46
	905	Extra-Duty Index and Schedule	47-48
	906	Extra-Duty Positions	49-52
	907	Salary Adjustments	52
	908	STRS Pick Up	52-53
	909	Hourly Rate for Special Work	53
	910	Tuition Reimbursement	53
10	SENIORITY		54-56
	1001	Seniority Defined	54-55
	1002	Equal Seniority	55
	1003	Superseniority	55
	1004	Loss of Seniority	55
	1005	Posting of Seniority List	55-56
	1006	Correction of Inaccuracies	56
11	HEALTH AND SAFETY		56-57
12	MEDICAL PROCEDURES		57-58

Article			Page
13	PROGRESSIVE DISCIPLINE		58-59
14	MISCELLANEOUS		59-62
	1401	All Inclusive	59
	1402	Successor Contract	59
	1403	Management Rights	59-60
	1404	No Strike	60
	1405	Non-Discrimination	60
	1406	Criminal Records Check	60
	1407	School Calendar	60-61
	1408	Employment of Retirees	61-62
	1409	Duration	62
APPENDIX A		Certified Grievance Form	63
APPENDIX B		Family and Medical Leave Form	64
APPENDIX C		Request to Transfer Sick Leave Form	65
APPENDIX D		Salary Schedules	66-68

ARTICLE 1 – RECOGNITION

The Shelby City Board of Education, hereinafter the "Board," hereby recognizes, for the term of this Collective Bargaining Agreement, the Shelby Education Association, OEA/NEA local, hereinafter the "Association," as sole and exclusive bargaining representative of both full and part-time certificated teachers/bargaining unit members whether under contract, either verbal or written, on leave, or on a per diem, hourly basis, employed or to be employed by the Board including, but not limited to, classroom teachers (K-12, adult, special, vocational, and substitutes working 60 days or more in the same assignment), guidance counselors, librarians, media and program specialists, attendance officers, school nurses, department heads, visiting teachers, speech and language pathologist and consulting teachers/psychologists. The Superintendent, Assistant Superintendent, Director of Curriculum and Assessment, principals, assistant principals, coordinators, and all other supervisory personnel for which a supervisory certificate is required, full-time athletic director, casual substitutes and non-public auxiliary personnel are excluded from the bargaining unit.

The maximum number of third-party employed certified positions shall not exceed 5% of the remaining district certified employees. Additional part time, hourly, and third-party individuals may be added through mutual agreement between the superintendent and union leadership.

ARTICLE 2 – AGENCY SHOP

Should the Janus v. AFSCME decision be reversed, the provisions of Article 2 shall become operable as below.

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

202 Notice of the amount of the annual fair share fee, which shall not be more than 100% of the unified dues of the Association, shall be transmitted by the Association to the treasurer of the Board on or about November 15 of each year during the term of this contract for the purpose of determining amounts to be payroll-deducted, and the Board agrees to promptly transmit all amounts deducted to the Association.

203 Payroll deduction of such fair share fees shall begin at the second payroll period in January except that no fair share fee deduction shall be made for teachers/bargaining unit members employed after January 15 until the second paycheck, which period shall be the required probationary period of newly-employed teachers/bargaining unit members.

204 The treasurer of the Board shall, upon notification from the Association that a teacher/bargaining unit member has terminated membership, commence the deduction of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be a prorated portion of the annual fair share fee (based upon the date the

employee terminated membership) less the amount previously paid through payroll deduction.

205 The Board further agrees to accompany each such transmittal with a list of the names of teachers/bargaining unit members for whom all such fair share fee deductions were made, the period covered, and the amounts deducted for each.

206 The Association represents to the Board that an internal rebate procedure has been established in accordance with Section 4117.09 (C) of the Revised Code and that a procedure for challenging the amount of the representation fee has been established and will be given to each teacher/bargaining unit member who does not join the Association and that such procedure and notice shall be in compliance with all applicable state and federal laws and the Constitution of the United States and the State of Ohio.

207 Upon timely demand, non-members may apply to the Association for an advance reduction/rebate of the fair share pursuant to the internal procedure adopted by the Association.

208 The Association agrees to indemnify the Board for any cost or liability, including punitive damages, incurred as a result of the implementation and enforcement of this provision provided that:

A. The Board shall give a ten (10) day written notice of any claim made or action filed against the Board by a non-member for which indemnification may be claimed;

B. The Association shall reserve the right to designate counsel to represent and defend the Board;

C. The Board agrees to (1) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding, (2) permit the Association or its affiliates to intervene as a party if it so desires, and/or (3) to not oppose the Association or its affiliates' application to file briefs amicus curiae in the action;

D. The Board acted in good faith compliance with the fair share fee provision of this agreement; however, there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to court order) or misapplies such fair share fee provision herein.

209 The above fair share fee provision shall be an exclusive right of the Association not granted to any other employee organization seeking to represent teachers/bargaining unit members represented by the Association.

ARTICLE 3 – ASSOCIATION RIGHTS

301 The Association shall have the exclusive organizational rights listed in this article, not excluding or negating other rights detailed elsewhere in this agreement.

302 Information Concerning Board Meetings

Prior to each regular or special Board meeting, the Board shall provide the Association with a copy of: (1) the Board agenda; (2) the approved minutes of the prior Board meeting; and (3) the monthly financial report of the Board treasurer.

303 Notice of Board Meetings

Except as hereinafter provided, the Board shall give the Association a minimum of forty-eight (48) hours' advance notice of all regular and special Board meetings. Notice of emergency Board meetings shall be given to the Association at the time notice is given to the news media.

304 Board Meeting Participation

The Board shall allow an Association representative a reasonable period of time, not to exceed a total of thirty (30) minutes at any one Board meeting, to speak to agenda items or any non-agenda items raised by the Board.

305 Directory Information

Not later than October 1 of each school year the Board shall provide the Association and each teacher/bargaining unit member with a list of names, addresses, telephone numbers, and building assignments of all teachers/bargaining unit members.

306 Intra-District Mail

The Association has the right to use the regular intra-district mail service as long as such right does not interfere with the business use of such service. All mail sent by the Association through the intra-district service will relate to the current business of the Shelby City Schools.

307 Use of Bulletin Boards

The Association may use designated space on bulletin boards in school offices and teachers'/bargaining unit members' lounges for Association-related communication and notices. Such material shall be identified as being posted by the Association.

308 Teacher/Bargaining Unit Member Orientation

An Association representative shall be permitted to address new teachers/bargaining unit members for a reasonable period of time not to exceed twenty (20) minutes during the

annual orientation meeting. The address shall be for the exclusive purpose of soliciting membership and explaining services offered by the Association.

309 Use of School Buildings

A. The Association shall have the right to use school buildings for Association meetings so long as such use does not conflict with school activities or previously scheduled meetings or events.

B. The Association will give the building principal a three (3) day notice of its desire to use a particular building for a meeting. The parties may mutually agree to a lesser notification. Any costs incurred by the Board for which said Board would not have been required to pay, except by reason of such Association use, shall be paid by the Association.

310 Use of School Equipment

The Association may use district's electronic and communications equipment. The use of such equipment shall not interfere with the business use of such equipment. The Association shall reimburse the Board for supplies consumed.

311 Transaction of Association Business

Duly authorized representatives of the Association and its affiliates may transact Association business on school property at any time before, after, or during the regular school day, provided, however, that no such business shall be transacted on any class time, nor shall such Association business in any way interfere with assigned duties, scheduled student-teacher/bargaining unit member, parent-teacher/bargaining unit member, or administrator-teacher/bargaining unit member conferences or other school functions or activities. Representatives who are not employees of the Board shall comply with all rules and regulations regarding visitors.

312 Released Time for Association Officers and Delegates

A. Any Association officer may use his/her daily planning period for Association business as long as the business does not conflict with normal school operations and such officer otherwise performs all duties and responsibilities of his/her employment. Duly elected delegates to the OEA Representative Assembly shall be granted annually an aggregate of two (2) days released time without loss of pay to attend OEA Representative Assemblies.

B. The Association president or designee shall be granted released time not to exceed fourteen (14) hours during any school year for the purpose of representation of teachers/bargaining unit members in disciplinary conferences with administrators and/or in grievance arbitration hearings. The fourteen (14) hours of release-time as provided for in this paragraph may be shared between Association members

(i.e., the two co-presidents) but in no event shall release-time exceed fourteen (14) hours total for the purposes listed in this paragraph.

C. In addition to released time granted in subsection "A" above, the Association president or designee shall be granted released time not to exceed twenty-one (21) hours during any school year to attend to Association business within the school district. Such released time shall not be granted if there is not a qualified teacher/bargaining unit member to assume the president's or designee's teaching duties. The Association shall reimburse the Board for any cost of substitutes required pursuant to this subsection. The twenty-one (21) hours of release-time provided for in this paragraph may be shared between Association members (i.e., the two co-presidents), but in no event shall permitted release-time exceed twenty-one (21) hours for Association business.

D. The released time provided in subsections "B" and "C" above shall be granted only upon written request and in increments of no less than one/half hour; any fraction of a half-hour shall be rounded upward. Except in cases of urgent necessity, the Association president shall advise the building principal three (3) workdays in advance of such use and shall submit a record of the number of hours, or fractions thereof, used within three (3) workdays of such use.

E. Leave for District, State, or National Office

If a teacher/bargaining unit member is elected to a district, state, or national office or committee of the Association, professional leave may be granted upon approval of the Superintendent when necessary to carry out the duties and responsibilities of such office. In such cases, the Board shall pay the regular salary and pay costs of any substitute.

313 Payroll Deductions for Association Dues and Political Contributions

A. Dues

A teacher/bargaining unit member may have dues of the National Education Association, the Ohio Education Association, the North Central Ohio Education Association, and the Shelby Education Association deducted from his/her pay in accordance with the following provisions:

1. A teacher/bargaining unit member must authorize the deduction of such dues in writing. Such authorization must be received by the treasurer no less than fourteen (14) days prior to the first payday in October. If the first duty-day for teachers/bargaining unit members is after Labor Day, such authorization shall be filed by a time mutually agreeable to the treasurer of the Board and the Association president. The authorization is continuous unless revoked by the teacher/bargaining unit member giving written notice to the treasurer of the Board and the Association president between August 15 and October 1 of any year.

2. The deductions shall be made in twenty (20) installments beginning with the first pay in October and ending in July. The Board treasurer shall transmit to the Association treasurer amounts so deducted on a monthly basis.

3. A teacher/bargaining unit member who leaves the employ of the Board during the year and prior to deduction of annual dues shall have the total amount of dues yet collectible deducted from the final paycheck.

B. Political Contributions

1. The treasurer of the Board shall deduct, from the wages and salaries of teachers/bargaining unit members, such amounts for Educators Political Action Committee (EPAC) as written authorization may demand and shall transmit any amount so deducted as the authorization shall direct.

2. Any such authorization shall be on a form which is separate from any form used to apply for or authorize membership in or authorize payment of dues or fees to any organization.

3. The treasurer shall deduct from the amount to be transmitted a uniform amount determined by the Board to be necessary to defray the actual cost of making such deduction.

C. Save Harmless

The Association shall indemnify, and hold harmless, the Board, its employees or agents for any costs, damages, or attorney fees incurred by the Board in making the deductions above, provided that:

1. Its employees and agents have demonstrated good faith compliance or attempt to comply with this provision. However, there shall be no indemnification of the Board if the Board or agents intentionally or willfully fails to comply with the provision of this agreement.

2. The Association shall reserve the right to designate counsel to represent and defend the Board. Nothing herein shall preclude the Board from retaining, at its own expense, legal counsel to monitor such litigation and otherwise advise the Board.

3. The Board agrees to: (1) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding, (2) permit the Association or its affiliates to intervene as a party if it so desires, and/or (3) to not oppose the Association or its affiliates' application to file briefs amicus curiae in the action.

ARTICLE 4 – NEGOTIATION PROCEDURE

401 Request for Negotiations

A. Negotiations may be initiated by written notice to either party no more than one hundred twenty (120) days nor less than ninety (90) days prior to expiration of this agreement. Negotiations may be initiated more than one hundred twenty (120) days prior to the expiration of this agreement if mutually agreed upon by the Board and the Association.

B. A request from the Association should be sent to the president of the Board or the Superintendent. A request from the Board should be sent to the president of the Association.

C. Within fourteen (14) days of the request, a mutually convenient meeting date shall be arranged. At the initial session, the parties shall exchange their written proposals. No new items shall be submitted thereafter except upon mutual agreement of the teams.

402 Negotiation Meetings

Negotiation meetings shall not be conducted during the regular school day, unless agreed to by the parties. Such meetings as may be called during the regular school day will have the teacher/bargaining unit member participants excused from regular duties without loss of pay to attend such meetings. All bargaining sessions shall be in executive session.

403 Negotiation Teams

Negotiations shall be conducted by teams representing the respective parties, each team to consist of no more than six (6) persons, inclusive of not more than one lay or professional consultant who is not otherwise employed by the Board. Each team may appoint an additional person to serve as its recorder, but such person shall not otherwise serve as a team member. The selection of the team shall be at the sole discretion of each party.

404 Scope of Bargaining

Negotiable matters shall be wages, hours, terms and other conditions of employment of teachers/bargaining unit members and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement.

405 Exchange of Information

Upon reasonable advance request, the Board shall make available to the Association, at no cost, except actual copying costs, such relevant and available public information in such form as it exists on matters being negotiated.

406 Caucus

Upon request of either party, a negotiation meeting shall be recessed to permit the requesting party a period of time, not to exceed thirty (30) minutes, to caucus, unless extended time is mutually agreed upon.

407 Agreement

During the course of negotiations, items agreed to shall be reduced to writing and initialed by the spokesperson of each team. When tentative agreement is reached on all items subject to negotiations, the proposed agreement shall be reduced to writing and shall be submitted to the respective parties for consideration.

408 Disagreement

If no agreement has been reached thirty (30) days prior to the expiration of the agreement, the parties shall request the assistance of the Federal Mediation and Conciliation Service (FMCS), or a mutually agreeable mediation service, to appoint a mediator, and the selection shall be in accordance with the rules of the Federal Mediation and Conciliation Service or similar agency or organization. The individual selected to be the mediator shall not reside nor shall he/she have resided within the Shelby City School District, nor shall the individual selected be or have been a member of OEA/NEA. The mediator shall meet with both parties either jointly or separately and shall take such steps as he/she may deem appropriate to persuade the parties to resolve their differences and effect a mutually acceptable agreement. In the event there are costs and expenses for such services, the cost shall be shared equally by the Board and the Association.. The alternate dispute settlement procedure set forth herein is established pursuant to Section 4117.14 (E) of the Revised Code. If agreement is not reached through the alternate dispute settlement procedure by the expiration of this negotiated agreement, both parties reserve unto themselves all rights, duties and authority granted and imposed by Chapter 4117 of the Revised Code to the said parties at the exhaustion of the dispute settlement procedure.

409 Amendment

This agreement constitutes the full and complete understanding between the parties. It cannot be amended except by mutual consent of both parties. A meeting to negotiate such amendment proposals shall be held no more than ten (10) days following written consent to amend by the opposite party. Negotiations shall be informal with no more than two (2) representatives from each side. All proposals shall be in writing. If agreement is reached, the amendment shall be signed by each party in a memorandum of understanding which will serve as an addendum to this contract.

410 Non-Discrimination

No action to coerce, censor, or penalize any negotiations participant shall be taken by reason of such person's participating in the negotiations process.

ARTICLE 5 – DEFINITIONS

Unless otherwise expressly written to the contrary, terms used throughout this agreement shall be defined as follows:

A. Grievance – a complaint involving the violation, misinterpretation, or misapplication of the negotiated agreement.

B. Grievant – a single teacher/bargaining unit member, a group of teachers/bargaining unit members, or the Association.

C. Day – a calendar day.

D. Workday – A day on which a teacher/bargaining unit member is regularly scheduled to work in accordance with this agreement with the exception of extended contract days and/or extra-duty position contract days. For those teachers/bargaining unit members on extended and/or extra-duty position contracts outside the regular school year as defined in Section 803 A of this agreement, workday shall mean a day on which that teacher/bargaining unit member is scheduled to work.

E. Teacher/Bargaining Unit Member or Employee – shall mean any bargaining unit member as defined in the recognition section of this agreement.

F. Computation of Time – the time within which an act is required by the terms of this agreement to be done shall be computed by excluding the first and including the last appropriate day except that when the last appropriate day falls on a Saturday, Sunday or a legal holiday, the act may be done on the next succeeding appropriate day which is not Saturday, Sunday or a legal holiday.

ARTICLE 6 – GRIEVANCE PROCEDURE

601 Step I

An alleged grievance will be first presented orally to the building administrator. The grievant will inform the administrator that the discussion is the informal level of the grievance procedure. A grievant may be accompanied at this level by an Association representative.

602 Step II

If the informal discussion does not resolve the grievance to the satisfaction of the grievant or the Association, a formal written grievance shall be submitted to the building administrator. Such formal grievance shall be on a form (Appendix A) and submitted within seven (7) days after the informal discussion and within thirty (30) days of the date of the occurrence giving rise to the grievance or of the date the grievant knew or should have known of such occurrence upon the exercise of reasonable diligence

or the grievance shall be considered waived. When submitting the written grievance, the grievant shall state the grievance, date of occurrence, the agreement provisions allegedly violated, and the specific relief sought. If the building administrator does not have the authority to grant the relief requested, the building administrator shall initial and date the grievance form, and the grievant shall file the grievance form at Step III of this procedure except that such filing shall be within thirty (30) days of the date of the occurrence giving rise to the grievance or of the date the grievant knew or should have known of such occurrence upon the exercise of reasonable diligence.

The grievant may request a conference with the building administrator. If requested, the conference shall be held within seven (7) days after the request. The grievant shall be notified of the time and may be accompanied by an Association representative. The building administrator may be accompanied by a Board representative. The administrator shall provide the grievant with a written response to the grievance, stating the reasons for the decision. Said response shall be within seven (7) days after the receipt of the grievance, or, if a conference is requested, within seven (7) days after the conclusion of the conference. A copy of this decision shall be sent to the Association representative and the Superintendent or his designee.

603 Step III

If the decision rendered at Step II does not resolve the grievance to the satisfaction of the grievant, the issue may be appealed to the Superintendent or designee within seven (7) days following receipt of said decision.

Within fourteen (14) days following receipt of the grievance, the Superintendent or designee shall hold a hearing on the issue. The grievant and the Superintendent may be accompanied by a representative and/or counsel. If the grievant or the Superintendent chooses to have an attorney present, he/she shall notify the other party forty-eight (48) hours prior to the meeting. Within seven (7) days after the conclusion of the hearing, the Superintendent shall render a written decision to the grievant with copies to the grievant's representative and/or counsel.

604 Step IV

If the decision rendered at Step III does not resolve the grievance to the satisfaction of the grievant, the Association may submit the issue to arbitration. Notification of the intent to go to arbitration shall be submitted to the Superintendent in writing within fourteen (14) days after receipt of the Step III decision.

A demand for arbitration shall be sent to the American Arbitration Association, and an arbitrator selected in accordance with the AAA's voluntary rules and regulations. The arbitrator shall not have the power to ignore, add to, subtract from, disregard, or modify the terms of the contract but may consider the intent, custom and practice and requirements of law when the language relied upon is not clear. The decision of the arbitrator may not exceed what is necessary for the interpretation or application

of the contract, and must be fashioned to strictly comply with the express intent of the parties to the agreement. Issues of procedural arbitrability will be heard prior to the substantive issues.

The final decision of the arbitrator shall be binding on the Association, the Board, the administration, and the grievant(s).

Fees and expenses of the arbitrator shall be paid by the party determined by the Arbitrator to be the losing party. If there is not a clear "losing" party the Arbitrator shall apportion the fees and expenses between the parties as deemed appropriate. The Board shall release any subpoenaed witnesses as directed by the arbitrator without loss of pay. The number of subpoenaed personnel shall be held to a minimum in order to avoid unnecessary disruption to the instructional program.

605 General Provisions

A. Any teacher/bargaining unit member shall have the right to file a grievance.

B. The Association shall have the right to file a grievance on its own behalf, and/or support the grievance of a teacher/bargaining unit member.

C. A group grievance which involves grievants at more than one building should be processed starting at Level III.

D. A teacher/bargaining unit member or the Association may terminate a grievance at any step by not appealing to the next level.

E. All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants except as may be necessary to document the implementation of the award.

F. The number of days indicated at each step in the procedure shall be the maximum. The time limits may be extended for just cause by mutual agreement of the parties, documented in writing. Absence of a party-in-interest will constitute just cause for an automatic five (5) day extension.

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

H. Failure at any step of these procedures to communicate the decision on a grievance within the specified time limits shall automatically entitle the grievant to proceed to the next level.

I. All notices of hearings, dispositions of grievances, written grievances, and appeals shall be in writing and hand-delivered or mailed electronically to the grievant and Association representative and Board representative.

J. Every effort will be made to process grievances to a satisfactory conclusion by the end of the school year.

K. Conferences or hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses, entitled to be present to attend. Such hearings shall be conducted at a mutually agreeable time.

ARTICLE 7 – LEAVES

701 With Pay

A. Sick Leave

1. Annual Accrual

All regular teachers/bargaining unit members under contract shall be granted annually, fifteen (15) days of sick leave, which shall accumulate at the rate of one and one-fourth (1 ¼) days for each calendar month. The maximum number of days so accumulated shall be 300 days.

2. Board Advanced Days

At the beginning of the school year, the Board shall provide for an advance of five (5) days to all teachers/bargaining unit members who have less than six (6) days of accumulated sick leave. In the case of those to whom sick leave has been advanced, no additional sick leave shall be accumulated until the amount advanced has been earned at the rate of 1 ¼ days for each month of completed service. No advance days will be granted after the October accruals.

3. Use of Sick Days

Pursuant to R.C. 3319.141, teachers/bargaining unit members, upon approval of the responsible administrative officer of the school district, may use sick leave for absence due to personal illness, injury, pregnancy (which is disabling to the same extent as any other illness for which sick leave may be used), exposure to contagious disease which could be communicated to others, and for absence due to illness, injury, or death in the teacher's/bargaining unit member's immediate family.

a. Immediate Family Member Defined

The immediate family is defined as including husband, wife, children, stepchildren, mother, father, stepparent, brother, sister, grandparents, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandchild, aunt, uncle, and any other person who, immediately preceding illness or death, has been a member of the same household as the teacher/bargaining unit member. For issues involving catastrophic illness or death, the immediate family will also include niece, nephew, cousin, and the immediate family (as described above) of a bargaining member's spouse.

4. Funerals for Former Employees

   Sick leave may also be granted for the maximum of one (1) day for the out-of-town funeral of a present or former Shelby City School employee.

5. Maternity Leave

   In the event of a teacher's/bargaining unit member's request for the use of sick leave for absence due to pregnancy, childbirth, or the recovery therefrom, accumulated sick leave may be used upon confirmation by the teacher's/bargaining unit member's physician that it is medically necessary and notification of that advice to the administration. The teacher's/bargaining unit member's request shall include a statement of the duration of time needed for leave. In the absence of medical complications, teachers may use a maximum of ten (10) weeks of sick leave immediately following the birth. For those who do not have enough sick leave to cover their leave, they may borrow enough to get them to eight (8) weeks but not to exceed the current borrowing structure set out in the contract. Sick leave may not be used for child care purposes.

6. Adoption Leave

   Any teacher/bargaining unit member shall be granted up to ten (10) weeks of paid sick leave to be deducted from the teacher/bargaining unit member's sick leave accumulation upon confirmation that an adoption has occurred and the teacher/ bargaining unit member is the primary caregiver for the newly adopted child. This ten (10) week period will begin on the date of the placement for the purpose of adoption. For those who do not have enough sick leave to cover their leave, they may borrow enough to get them to eight (8) weeks but not to exceed the current borrowing structure set out in the contract.

7. Grandparent's Leave

   Any teacher/bargaining unit member shall be granted up to one (1) week of sick leave to be deducted from the teacher's/bargaining unit member's sick leave for the birth or adoption of a grandchild.

8. Parental Leave

   Any teacher/ bargaining unit member shall be granted up to four (4) weeks of sick leave to be deducted from the teacher's bargaining unit member's sick leave for the purpose of being home with their newborn baby (for the non-childbearing parent) or the newly adopted child (for the adoptive parent who is not the primary caregiver). This four (4) week period will begin on the date of birth or placement for the purpose of adoption, unless leave is needed prior to the date of adoption.

9. Misuse, Abuse, Falsification

Notwithstanding ORC 3319.141, falsification, misuse or abuse of sick leave may result in disciplinary action as the Board may deem appropriate up to and including termination of employment under 3319.16 of the Revised Code.

If a suspected inappropriate pattern of sick leave emerges, the Superintendent or designee shall notify the Association President of the potential sick leave misuse. Where the Superintendent and Association President agree that it is probable that a teacher/bargaining unit member has used sick leave for reasons other than those delineated in the negotiated agreement, a meeting will be arranged with the unit member and appropriate personnel. The teacher/bargaining unit member shall have the right to representation at the meetings(s) and will be provided with a statement of the allegations to which he/she may respond at the meeting(s). If the district substantiates sick leave abuse, the unit member may be disciplined up to and including loss of wages for days misused or termination. Discipline for substantiated misuse will be part of a unit member's personnel file.

10. Required Documentation

If an employee has missed four consecutive or thirty (30) workdays in a school year as the result of a medical problem, the Board of Education may require the employee to submit a statement from a physician stating that the absence was medically necessary.

11. Submitting Request for Sick Leave

The teacher/bargaining unit member shall enter absences into the electronic attendance software used by the district.

12. Exhausting Sick Leave

a. Unable to Return to Work

In the event an employee exhausts accrued and advanced sick leave but is unable to return to work, the employee will apply for unpaid family and medical leave in accordance with the provisions of this agreement. If an employee has previously been advanced sick leave days in accordance with this section of the agreement, the employee shall repay the Board for those advanced sick leave days at the rate of two (2) days per pay period.

b. Continuing to Work – Requesting Additional Days

In the case of maternity leave or a serious, debilitating illness or condition, when a bargaining unit member has exhausted all of his/her accumulated sick leave including the five advanced days and additional days are still needed, then he/she

may request that the additional days be transferred from other bargaining unit members.

c. Process for Requesting Additional Days

Upon receiving such request, the Association president shall distribute a notice to the appropriate number of bargaining unit members notifying them of the request. Any employee wishing to transfer accumulated sick leave to the bargaining unit member shall submit the form (Appendix C) to the Board's treasurer, who will transfer the requested number of donated days.

d. Limitations on Bargaining Unit Member Donating Days

Any bargaining unit member volunteering to transfer sick leave days shall:

1. Not deplete his/her own accumulation below thirty-six (36) days.

2. Donate up to a maximum of ten (10) days and a minimum of two (2) days per request with a maximum of ten (10) days credited to the requesting employee.

e. Accumulation of Sick Days Stops while Using Transferred Days

A bargaining unit member who is using transferred sick leave will not earn additional sick leave days while receiving the transferred sick leave days.

f. Cap on the Reception of Sick Days

A maximum of twenty (20) days total per school year may be credited to a bargaining unit member.

g. Additional Qualifying Events in the Same Year

If a member has already exhausted the sick leave and transfer limits already set up within the negotiated agreement and a separate and yet different need for additional days were to occur, the member would be allowed to seek additional sick leave transfer days through the procedures outlined within the contract.

B. Personal Leave

1. Annual Accrual

During each contract year three (3) days of personal leave shall be granted for each teacher/bargaining unit member to use for personal business that cannot be accomplished at some time other than normal school hours. Two (2) personal days may be used consecutively per absence. Where appropriate, said personal leave days shall be cumulative up to a maximum of six (6) days every school year.

2. Use Limitation

   Personal leave may not be used to work another job, nor to seek other employment.

3. Percentage Limitation

   No more than ten percent (10%) of the members working in a school building may use a personal leave day on a given school day. Member usage of personal leave subject to the 10% cap is on a first come, first serve basis. The Superintendent, however, may grant an exception to such 10% building restriction, at the written request of a member that explains the situation, when extenuating circumstances exist for such a member.

4. Requesting the Use of Personal Leave

   Requests for personal leave days shall be made at least forty-eight (48) hours in advance wherever possible, by entering absence into the electronic attendance software used by the district. The Building Principal will arrange for a substitute upon approval of the personal leave request.

5. Cash in, Convert, or Roll Over Unused Days

   At the end of a given school year, a member with any unused personal leave days either may elect to roll over one (1) such day into personal leave for the following school year, cash in up to three (3) days at the teacher/bargaining unit member's per diem rate, and/or convert any such day(s) into the teacher's/bargaining unit member's accumulated sick leave as noted in 701 A. Only whole day increments may be used when rolling over and cashing in days. Partial day i ncrements may be converted into sick leave.
   A teacher/bargaining union member wishing to roll over, cash in, or convert will need to fill out an unused personal leave form as provided by the district treasurer prior to the end of a given school year. A member cashing in such day(s) will receive the amount by the last pay period of a fiscal year in accordance with Section 809 (A) of the contract.

C. <u>Assault Leave</u>

   Assault leave shall be granted to a teacher/bargaining unit member who is unable to perform duties because of injury from an assault.

   A request for assault leave shall be submitted in writing to the Superintendent of schools. Falsification of a signed statement or fraudulent use of said leave by the teacher/bargaining unit member may result in disciplinary action as the Board

may deem appropriate up to and including termination of employment under Section 3319.16 of the Ohio Revised Code.

Teachers/bargaining unit members may be granted assault leave as follows:

1. The physical assault must have occurred during or as a result of the performance of teaching responsibilities by the involved teacher/bargaining unit member.

2. If medical attention is not required, said assault leave shall be limited to three (3) working days, plus any absence from duty as a result of litigation related to the assault.

3. If medical attention is required, assault leave will be granted for up to seven (7) working days without charging professional, personal or sick leave, provided a licensed physician's statement stating the teacher/bargaining unit member is unable to work is transmitted to the Superintendent prior to the conclusion of the seven (7) working days limit.

4. If the absence is longer than seven (7) working days, the teacher/bargaining unit member shall immediately apply for workers' compensation benefits. In addition, an opinion from a second medical doctor indicating inability to return to work shall be required. The second doctor shall be mutually agreed upon by the Board and the Association. Beginning with the eighth (8^{th}) day of absence from work, and until the effective date for reimbursement from Workers' Compensation of Ohio, the Board shall continue to pay the teacher's/bargaining unit member's full salary.

5. The Board will pay the difference between the workers' compensation benefit and the teacher's/bargaining unit member's full weekly salary until the Board and Association appointed doctor certifies the teacher/bargaining unit member is able to return to work, or the teacher/bargaining unit member meets eligibility requirements for disability or regular retirement.

6. Should workers' compensation be denied, the Board will pay assault leave for all days prior to the denial, and for a maximum of fifteen (15) days beyond the denial date. Provided, however, if such denial is because such injury was not sustained in the course of the teacher's/bargaining unit member's employment with the Shelby City School District, such assault leave shall not exceed thirty (30) days. Additional days off would be charged to sick leave, to the extent available, or to unpaid leave in the absence of sick leave.

D. Jury Duty

Any teachers/bargaining unit members who serve on a jury will be permitted to keep the compensation that they received from the civil body concerned, provided they submit verification of service within three school days after service is complete. Days service for such purposes will not be deducted from any other leave.

E. Attendance Incentive

Each month a bargaining unit member has perfect attendance, he/she will earn an additional ¼ personal day, up to a total of two extra days per contract year (use of planned personal time and approved professional leave does not count towards perfect attendance goal).

F. Fraudulent or Unauthorized Use

Fraudulent and/or unauthorized use of paid leave shall result in loss of pay and such other disciplinary action as the Board may deem appropriate. A dock day will be charged to the bargaining unit member through payroll deduction at the bargaining unit member's per diem.

702 Without Pay

A. Extended Leaves of Absence

Leaves of absence shall be granted by the Board for the following reasons:

1. Personal Illness

2. Mental or Physical Disability

3. Child Care Leave – to begin during the calendar year in which the birth/adoption of a child takes place (includes adoption of a child five (5) years of age or less.

Leaves of absence may be granted by the Board for these reasons:

4. Illness in immediate family (following exhaustion of sick leave)

5. Unforeseen Circumstances

If the building principal and the Superintendent agree that a requested leave is in the best interests of the school system, a recommendation will be made that the

Board approve a leave of absence for reasons other than those stated in 1 through 4 above.

A leave of absence shall be used only for the purposes stated in the written request. Items 1 and 2 may not exceed more than two (2) consecutive school years. Items 3, 4, and 5 should not exceed the remainder of the school year in which the leave begins and upon application of the teacher/bargaining unit member, may extend up to one (1) additional school year. Exceptions may be made by the Superintendent when adjustment problems for students or the teacher/bargaining unit member might be created with the one (1) additional school year guideline.

B. Contract Status

Upon return from a leave of absence, the teacher/bargaining unit member resumes the contract status held prior to the leave. If the contract expires during the leave, or if the leave and contract terminate at the same time, the teacher/bargaining unit member shall be granted an additional contract whose duration shall not exceed that of the contract currently expiring.

This section does not apply to supplemental contracts.

C. Assignment Upon Return

The Board of Education cannot guarantee the return of the teacher/bargaining unit member to the assignment held prior to the leave; however, every effort will be made to return the teacher/bargaining unit member to the same or a comparable position. If the position has been abolished, reassignment will be based on existing transfer and assignment policies.

D. Compensation During Leave of Absence

All extended leaves of absence shall be without pay. During an authorized leave of absence other than family leave, fringe benefits may be maintained at the expense of the teacher/bargaining unit member if the total monthly premium is submitted to the Board treasurer prior to the due date. Upon returning, the teacher/bargaining unit member shall resume the same level on the salary schedule assigned at the time the leave commenced. If 120 days of service have been completed during the year of the leave of absence, the teacher/bargaining unit member will be given credit for another year of experience on the salary schedule.

E. Seniority

A teacher/bargaining unit member on leave will not receive a year's experience on the seniority list. The leave, however, will not break the consecutive years accumulated by the teacher/bargaining unit member.

F. Notification of Intent to Return

The teacher/bargaining unit member must notify the Superintendent in writing certifying he/she will return to duty on the date the leave expires no later than November 1 for teachers/bargaining unit members returning the second semester and April 1 for teachers/bargaining unit members returning the following school year. Except for good cause shown, failure to notify the Superintendent as required herein shall void the employment contract of such teacher/bargaining unit member and extinguish all rights and privileges of employment.

703 Professional Improvement (Sabbatical Leave)

A. Sabbatical leaves may be granted by the Board, upon recommendation of the Superintendent, to teachers/bargaining unit members who have completed five (5) years of service in the district. The leave may be taken for one or two semesters, subject to the following restrictions:

1. The teacher/bargaining unit member shall present to the superintendent, for approval, a plan for professional growth prior to the granting of the leave.

2. At the conclusion of the leave, the teacher/bargaining unit member shall provide evidence that the plan was followed.

3. The teacher/bargaining unit member may be required to return to the district at the end of the leave for a period of not more than one year.

The Board may not grant a leave unless there is a satisfactory substitute available. The Board may not grant a leave to more than five percent (5%) of the teachers/bargaining unit members at any one time, nor grant a leave to any teacher/bargaining unit member more often than once for each five (5) years of service. The Board may not grant a leave a second time to the same teacher/bargaining unit member when other teachers/bargaining unit members have filed a request for such a leave.

B. Compensation During Leave

Upon the recommendation of the superintendent, the Board may pay a part salary to the teacher/bargaining unit member which shall be the difference between the teacher's/bargaining unit member's expected salary and that salary paid to the replacement teacher who replaces the teacher/bargaining unit member while on leave.

While on leave a teacher/bargaining unit member will remain part of the group for insurance purposes, provided the teacher/bargaining unit member pays to the Board treasurer monthly, in advance, the full cost of the insurance premiums which he/she wishes to maintain.

C. Seniority

The teacher/bargaining unit member on leave will not receive a year's experience on the seniority list. The leave, however, will not break the consecutive years accumulated by the teacher/bargaining unit member.

D. Notification of Intent to Return

The application for such leave shall indicate the dates such leave is to commence and terminate. No leave shall terminate during the duty year for such teacher/bargaining unit member. Such teacher/bargaining unit member shall notify the superintendent, in writing, on or before April 1 immediately preceding the termination of said leave, certifying that such teacher/bargaining unit member shall return to duty on the date the leave expires. Except for good cause shown, failure to so notify the superintendent as required herein shall void the employment contract of such teacher/bargaining unit member and extinguish all rights and privileges of employment.

704 Family and Medical Leave

The Board will comply with Federal Law regarding the Family and Medical Leave Act.

705 Deduction Procedures

If deductions are made from accrued leaves, such deductions will be made in increments of one-quarter day, one-half day, or a full day dependent upon the length of absence.

ARTICLE 8 – TEACHING ENVIRONMENT

Shelby City Schools will seek to ensure proper utilization of staff in order to maintain fair class balance, adequate teacher workload and maximum educational impact for students.

801 Assignments and Transfers

A. Definitions

1. Transfer – A transfer shall be defined as a change from one building to another within the school district.

2. Reassignment – A reassignment shall be defined as a change of subject or grade level taught without a change in building.

3. Vacancy – A vacancy is an open bargaining unit position which may result from a transfer, reassignment, resignation, retirement, nonrenewal, acceptance of a non-bargaining unit position, or the creation of a new position.

B. Procedures

The superintendent of schools is directly responsible to the Board for all teaching assignments. The Superintendent shall assign teachers to positions based on the best interests of the students enrolled in the District. In assigning, reassigning, or transferring a teacher, whether voluntary or involuntary on the part of the teacher, the Superintendent shall not use seniority or continuing contract status as the primary factor in determining the teacher's assignment.

If transfers or reassignments become necessary due to shifting enrollments, teachers/bargaining unit members at the affected grade or assignment having the least district-wide seniority within the building shall be transferred first unless there are volunteers or the superintendent believes the transfer of another teacher/bargaining unit member would be in the best interest of the school district.

When an unrequested transfer or reassignment is made, a conference shall be held at which the reason for the transfer shall be explained.

The following criteria will be considered by the superintendent in making assignments, reassignments, and transfers:

1. Qualifications;

2. Opportunity for professional growth;

3. Desire of the teacher/bargaining unit member regarding assignment or transfer;

4. Written criteria established by the superintendent to achieve teacher/bargaining unit member balance or better teacher/bargaining unit member utilization;

5. The recommendation of the building principal.

802 Vacancies/Posting

A. All teaching and extracurricular vacancies, whether for the current school year or for the subsequent school year, will be posted on the district's website. In addition, the district will send out a mass email to all certified staff.

B. The president of the Association shall receive all notices of openings at the time of posting.

C. All notices shall be posted.

D. The posting shall give procedures for application. Teachers/bargaining unit members will have five (5) business days to apply for the position after the position is posted.

E. When vacancies occur at times other than the end of the school year, a replacement teacher may be employed immediately with the understanding that a currently-employed teacher/bargaining unit member, who is qualified, and has applied for the posted position, will receive consideration for reassignment or transfer in the above mentioned position at the beginning of the following school year.

F. Qualified teachers/bargaining unit members who apply for an open position and so request shall be granted an interview. Each teacher/bargaining unit member who is not offered the position will be given reasons in writing, if so requested by the member, as to why he/she was not selected for the vacancy. Such member not selected may also request and be provided a conference with the appropriate administrator to discuss the filling of the position.

G. Full-time special education teachers (those teaching gifted, SLD, DH, or SBH) who have taught five (5) or more consecutive years in special education in the Shelby Schools shall be given consideration if they apply for a vacancy.

803 School Year and Teacher/Bargaining Unit Member Workday

A. School Year

A school year shall consist of one hundred eighty-four (184) days. Should additional days be added to the adopted school calendar to meet state requirements, except make-up days, provided that teachers/bargaining unit members were not required to report for any part of a designated snow or emergency day, teachers/bargaining unit members shall be paid their normal per diem rate for those days beyond those for which they were contracted. Each school year during the length of this contract, two (2) non-teacher/non-student days will be subtracted each calendar year by the Superintendent. No personal days shall be permitted on the school days immediately before or after the Superintendent's two (2) non-teacher/non-student days. The district will have a teacher workday at the end of the first (1st) and third (3rd) quarter with no more than two (2) hours designated for professional development. The rest of the workdays will be dedicated to allowing teachers to complete record keeping duties and collaborate with teacher teams.

B. Workday

The workday for teachers/bargaining unit members shall be seven (7) hours and thirty (30) minutes inclusive of lunch and planning periods. All teachers shall receive a thirty (30) minute, duty-free lunch. Any teacher who volunteers to cover duties before and/or after the workday will be allowed an equal amount of compensatory time for all time worked beyond the regular seven and one-half (7-1/2) hour day.

C. Preparation Time

All full-time teachers/bargaining unit members shall receive preparation time during the teacher/bargaining unit member workday. Teachers shall receive a minimum of two hundred twenty-five (225) minutes per week of preparation time during the student day.

D. Common Planning Time

An attempt will be made to schedule a common planning time among same grade teachers within a building once per week.

Common planning/preparation time of not less than thirty (30) consecutive minutes per week shall be scheduled for each elementary special education inclusion teacher and each corresponding classroom teacher. This common planning time may be a portion of the allotted time in paragraph C.

E. Substitute Lesson Plan

.

Teachers/bargaining unit members shall be responsible for having lesson plans and materials available for use by substitute teachers. In addition, due to emergencies that require a member to be absent for multiple workdays, each member shall put together a three – five (3-5) day generic emergency lesson plan and put such plan in the substitute folder. Such folder must be placed in an accessible area.

F. Parent Teacher Conferences

Parent-teacher/bargaining unit member conferences shall occur as designated in the school calendar. If the conference is scheduled during the evening hours or early morning on workdays, the teacher shall receive compensatory time off during the days students are dismissed from school for parent conferences. If elementary conferences are scheduled on a Friday, teacher/bargaining unit members will be expected to schedule three (3) hours on the Friday. Efforts will be made to schedule the remaining eleven (11) hours no later than 8:00 p.m. Monday through Thursday of conference week. Exceptions may be approved by the building principal. Each building principal and teacher leadership team will schedule four (4) parent teacher conference/student showcase nights for the duration of three (3) hours; conferences/student showcases cannot be held in the same week.

G. Travel Time

When a teacher/bargaining unit member must travel between buildings as part of his or her assignment, such travel time shall not be considered as part of the teacher's/bargaining unit member's preparation time.

H. Meetings

Principals shall have the right to hold up to one (1) staff meetings per month during the school year, which may last up to sixty (60) minutes.

I. Calamity Days

During the course of the school year, if it is necessary or required under the terms of this contract, school may be canceled because of weather, road conditions, hazardous environmental concerns, or any other day when school could be in session but is called a calamity day. By this definition the two superintendent days (803.A.) will be classified as calamity days. After the fifth (5th) "calamity day," not including the two superintendent days, certified staff will report to school on the two-hour delay schedule. If there is a Level 2 Snow Emergency in Richland County or otherwise instructed, staff will not be required to report.

J. Preparation of Teacher Classroom

In the event that open house or screening of students is scheduled prior to the first contracted teacher workday of the school year, teachers may receive compensation for time spent preparing their classrooms and instructional materials for the event.

Bargaining unit members in Preschool-5th grade and all Multiple Disabilities teachers shall be eligible to be compensated for up to five (5) hours of preparation time at their per diem hourly rate.

Bargaining unit members in 6th-12th Grade shall be eligible to be compensated for up to two (2) hours of preparation time at their per diem hourly rate.

Such preparation time must take place in their classroom and be directly related to preparing the classroom environment, instructional displays, or materials for open house or screening.

804 Staff as Substitute Teachers

After all means of securing a substitute teacher have been exhausted, teachers/bargaining unit members, with their consent, may be assigned to serve as a substitute teacher during the time they are not scheduled to have pupil contact.

A. Compensation for Class Coverage or Duty Coverage

In the event a teacher/bargaining unit member in grades preK-8 is assigned students in addition to their daily roster to serve as a substitute teacher, the teacher/bargaining unit member shall be paid at the base substitute teacher pay as reimbursement for their services.

The teacher/bargaining unit member shall be paid at an hourly rate as determined by the base salary of the salary schedule (BA column 0 step divided by 184 days divided by 7.5 hours) upon completion of the form provided by the Board by the building administrator or their designee for period substitute pay. This section applies to elementary teachers/bargaining unit members who act as a substitute for the regularly scheduled art, music, or physical education classes in lieu of C-P time.

805 Sequence of Contracts

A. Limited and Continuing Contracts

1. One-year limited contract – upon initial employment**.**

2. One-year limited contract – upon reemployment for a second year.

3. One-year limited contract – upon reemployment for a third year.

4. Two-year limited contracts – upon reemployment for a fourth year.

5. Three-year limited contracts – upon reemployment for a sixth year and thereafter.

6. Continuing Contract

a. Teachers/bargaining unit members who are eligible for continuing contract status when qualified as to certification, and other requirements set forth in ORC 3319.08(D), who within the last five (5) years have taught at least three (3) years in the district, and those teachers/bargaining unit members who, having attained continuing contract status elsewhere, have served two (2) years in the district.

b. If the teacher possesses a professional educator's license rather than a professional, permanent, or life certificate, he/she must also complete either one (1) of the following:

(i) If the teacher did not hold a master's degree at the time of initially receiving a teacher's certificate or an educator license, thirty (30) semester hours of coursework in the area of licensure or in an area related to the teaching field since the initial issuance of such certificate or license, as specified in rules which the state board of education shall adopt.

(ii) If the teacher held a master's degree at the time of initially receiving a teacher's certificate or an educator license, six (6) semester hours of graduate coursework in the area of licensure or in an area related to the teaching field since the initial issuance of such certificate or license, as specified in rules which the state board of education shall adopt.

c. A teacher/bargaining unit member who expects to be eligible for a continuing contract status as of April 1 of any school year and who desires to be considered for a continuing contract by the Board prior to April 30, shall give the superintendent written notice of such eligibility by September 15, preceding the April of eligibility. Failure to provide such notice shall defer the continuing contract decision until April of the following school year.

d. All teachers/bargaining unit members who expect to be eligible for a continuing contract and who have filed the notice in 6.c. above must file also with the superintendent on or before April 1, documentation of that eligibility.

e. Nothing herein shall require the Board to grant a continuing contract during the term of a limited contract.

B. Any teacher/bargaining unit member eligible for a two-year or three-year contract may be given a one-year contract provided the teacher/bargaining unit member is notified on or before April 30 with written reasons as to why he/she is not being given a multiple year contract. Upon expiration of the additional one-year contract, said teacher/bargaining unit member shall be granted, if reemployed, the contract for which he/she was originally eligible.

806 Standards for Teaching Evaluation

An evaluation committee shall be formed at the request of the Board and the SEA composed of four (4) teachers and four (4) administrators. A meeting of the evaluation committee may be initiated by written notice to either party. A request from the Association should be sent to the Superintendent. A request from the Board/Superintendent should be sent to the President of the Association. Within twenty-one (21) days of the request, a mutually convenient meeting date shall be arranged outside of the normal school day.

The committee's charge is to identify problems with the district evaluation system.

The committee's responsibilities may include but are not limited to:

1. Identified problems/ concerns with existing procedure instrument
2. Possible changes under study by the committee
3. Draft of any forms/instruments, if available, under consideration.

4. Identified problems/concerns with changes under consideration.

The committee will generate a report from each meeting that will be submitted to the Board of Education and the Association. The report will include concerns and recommendations with regard to the evaluation process. The Superintendent and SEA President will agree to meet on any proposed policy changes if necessary.

807 Professional Personnel Record File

A. The official file on teachers/bargaining unit members shall be maintained in the central office. No misleading, inaccurate, anonymous, invalid, irrelevant or untimely information/documents shall be included in the file.

B. Written notice shall be given to any teacher/bargaining unit member when any material which may be considered critical of his/her conduct, service, character, or personality is placed in his/her official personnel file. Except for routine personnel forms, the member shall receive a copy of any entry when it is made.

C. The good faith failure to give said notice shall not preclude the otherwise lawful use of such material in any subsequent proceeding.

D. A teacher/bargaining unit member shall acknowledge that he/she has read the material by affixing his/her signature to the material. His/her signature shall not indicate agreement with the content of the material, but indicates only the material has been inspected by the teacher/bargaining unit member. The teacher/bargaining unit member shall receive a copy of the material at this time.

E. He/she shall also have the opportunity to reply to such critical material in a written statement to be attached to the file copy.

F. Written reprimands and/or critical letters or those of a disciplinary nature, contained in the file shall not be the basis of any discipline action, providing that three (3) years have elapsed after the effective date of the document and there has not been any further disciplinary action, but such materials may be used to establish past conduct and practices of the teacher/bargaining unit member. If no subsequent misconduct events occur that reach the level of written reprimand then the discipline document may be removed from the teacher's/bargaining unit member's individual personnel file at the request of the teacher/bargaining unit member after five (5) years. The files will be maintained in accordance with state and federal laws governing such files.

G. Anonymous letters or materials shall not be placed in the teacher's/bargaining unit member's file.

H. Each teacher/bargaining unit member shall have the right, upon request, to review the contents of his/her own personal file. A representative of the Association may, at the teacher's/bargaining unit member's request, accompany the said teacher/bargaining unit member in such a review. Such review shall be made in

the presence of the superintendent or his/her designee if deemed appropriate by the superintendent.

I. No material may be removed from the file without the express written consent of the superintendent. A teacher/bargaining unit member shall be entitled to a copy of any material in his/her file at the teacher's/bargaining unit member's expense.

J. Nothing herein shall require the disclosure of accessibility to any teacher/bargaining unit member of records or documents accrued as a part of the pre-employment practices and policies.

K. Nothing herein shall preclude a building administrator from maintaining a work file on a teacher/bargaining unit member as such administrator deems necessary.

L. In the event any individual other than the employee's immediate supervisor or appropriate administrator requests to see an employee's personnel file, the employee shall be notified and afforded the opportunity to be present for the review, at a mutually agreeable time but in no event later than five days of the request.

808 Payroll Procedures

A. Electronic deposit of payroll will be mandatory.

Payroll periods are established on the basis of twenty-four (24) periods per year to be paid on the 5th and the 20th day of the month. If a payday falls on a holiday, a reasonable effort will be made to pay on the day before the holiday.

B. Except in the case of urgent necessities, pay notices shall be made available by the end of the day prior to the date on the notice.

C. Association dues, if any, shall be made in accordance with Article 3, Association Rights.

D. Unauthorized Absence

The payroll deduction for unauthorized absence will be determined by the following formula:

Current contract salary divided by the number of contract days times the number of days the teacher/bargaining unit member is not being paid.

E. Board Approved Deduction Areas:

Upon receipt of a signed written request, the Treasurer's office shall make all legally required deductions from a bargaining unit member's pay (taxes, Section 125, approved annuities, Preschool tuition, NEA/OEA/SEA dues, United Fund and YMCA).

F. When a payroll deduction applies equally to all teachers/bargaining unit members and the monthly amount deducted is evenly divisible by two (2), equal deductions shall be made from the first two (2) paychecks in a given month, where allowable by law.

809 Parental Complaint Procedure

Complaints by parents of students of the school district against teachers/bargaining unit members shall be handled as follows:

A. Any complaint received by an individual Board member shall be referred to the superintendent.

B. A complaint shall be made known to the affected teacher/bargaining unit member within three (3) workdays after a preliminary investigation has been conducted showing probable cause to believe that such complaint may be well-founded. The administration shall offer the affected teacher/bargaining unit member an opportunity to resolve the complaint and offer such assistance as may be deemed appropriate.

C. At the request of the complainant or the teacher/bargaining unit member, a meeting of the teacher/bargaining unit member, administrator, and complainant will be arranged at a mutually convenient time to discuss the complaint. The administrator may schedule a meeting with the mutual consent of the complainant and the bargaining unit member.

1. In the event that a mutually convenient meeting time is unable to be scheduled, then a meeting will take place involving the above-described parties within ten (10) days of the request/call for same by the administrator on a date, time, and place within those ten days which is most feasible for the parties.

   At the meeting the complainant shall reduce his/her complaint to writing with signature which shall be the basis for the meeting and any succeeding meetings which may arise as described in this Section 809. Additionally, any resolution of a complaint will be reduced to writing and signed (and dated) by the participating parties beginning with this (and if unsuccessful) and all succeeding meetings as described in this Section 809 which may arise.

D. If the complaint is not resolved at that level, it may be appealed to the superintendent or his/her representative if the superintendent has not been involved in the meeting set forth in paragraph C above.

E. If it is still unresolved, it may be appealed to the Board.

F. A teacher/bargaining unit member may request, and be accompanied by, counsel and/or an Association representative of his/her choosing at any appeal to the superintendent and/or Board.

810 Field Trips

A. No field trip shall be taken involving students of the Shelby City School District without the express written approval of the superintendent.

B. Trips on school days shall be confined between the hours of 9:00 and 2:00 when Board-owned buses are involved. Exceptions can be made as long as a spare bus is available until 3:30 p.m.

C. The number of trips for each building, grade level, or department shall be reasonable and commensurate with the objectives of the course of study.

D. The pupil/adult ratio shall be appropriate for the grade level and activity involved.

E. Medical authorization forms and a first aid kit shall accompany the students.

F. Parents will be required to sign a permission slip before a student is allowed to participate.

G. All secondary teachers/bargaining unit members scheduling trips which potentially interfere with other classes must notify all teachers/bargaining unit members of the trip at least one (1) week prior to the trip where scheduling permits. This includes all extracurricular activities.

H. Requests are made in writing to the building principal at least three (3) weeks before the planned trip where scheduling permits, containing this information:

1. Specific concepts or desired outcomes listed

2. A reference to the course of study is indicated

3. The destination, date, approximate departure and return time is indicated

4. If the principal approves the request, he/she will in turn refer the form to the superintendent. If approved, the superintendent notifies the building principal who is responsible for making arrangements with the transportation supervisor. This must be done at least one (1) week in advance of the trip.

811 Professional Conferences and Conventions

A. Procedures

1. Requests to Attend Meetings

a. Requests to attend conferences, workshops, clinics and other meetings are entered into the electronic software used by the district.

B. Reimbursement for Expenses

Subject to the limitations below, teachers/bargaining unit members will be reimbursed for necessary/actual expenses incurred while attending approved out-of-town professional meetings, conventions, conferences upon presentation of original receipts. Photocopies, canceled checks, etc., are not acceptable. Reimbursement forms and receipts for expenses shall be filed with the treasurer before payment is authorized.

1. Transportation

Reimbursement shall be the actual cost of travel via public conveyance (coach rate – receipt required), or the mileage reimbursement rate for auto shall be equal to the rate authorized by the Internal Revenue Service effective January 1 each year. No more than one car for every three (3) participants shall receive mileage reimbursement. Travel that necessitates rental of a car must be approved in advance by the superintendent (receipt required).

2. Lodging Accommodations

a. Reimbursement shall not exceed the conference rate or GSA rate per night upon presentation of the stamped receipt for the night's lodging unless approved by the superintendent. Expenditures for extraneous incidentals listed on the receipt are not reimbursable.

b. Hotel rooms for the night before a conference will only be reimbursed if the meeting is at least 100 miles from Shelby and the first session begins at 8:30 a.m. or earlier. Exceptions can be made by the superintendent.

3. Registration Fee

Reimbursement shall not exceed two hundred dollars ($200.00) unless approved by the superintendent.

4. Other Reasonable Expenses

Expenses for meals, parking, taxi, etc., shall be limited to:

a. Fifty dollars ($50.00) maximum per day for actual meal reimbursement.
b. Twenty dollars ($20.00) maximum per day for parking/taxi reimbursement (based on GSA rates or conference hotel rates, receipt required).

5. Pest Removal

The district will reimburse up to $100/employee/school year for pest removal (bed bugs, lice etc). Receipts must be presented.

C. Non-Reimbursable Expenses

These expenses include, but are not limited to the following:
1. Membership fee
2. Dues
3. Tuition
4. Entertainment/Alcohol

D. The building principal and the teacher/bargaining unit member shall mutually agree upon a method for sharing information acquired at professional conferences and conventions for which reimbursement is received.

812 Shelby Schools Employee Participation Council

A joint committee shall be assembled for the purpose of building and maintaining a climate of mutual understanding and respect and in an attempt to reach solutions to common problems. A meeting of a joint committee for the Shelby Schools Employee Participation Council may be initiated by written notice to either party. A request from the association should be sent to the Superintendent. A request from the Board/Superintendent should be sent to the president of the Association. Within twenty-one (21) days of the request, a mutually convenient meeting date shall be arranged outside of the normal school day. The committee shall be composed of the Association President (and/or an appointed designee), one Association-appointed representative from each of the educational groupings (PreK through 2nd grade, 3rd grade through 5th grade, 6th grade through 8th grade, and 9th grade through 12th grade), the Superintendent (and/or an appointed designee), and the respective building principals or their administrative designees. Meetings may be limited to four (4) in each school year by either the Superintendent or President of the Association. All meeting times will be mutually agreed upon. The meetings shall be alternately chaired by the parties and said meetings shall be scheduled at a time mutually convenient. The party chairing the meeting shall keep minutes and said minutes shall be distributed within one (1) week thereafter to all meeting participants and the Board. The chairperson also shall prepare an agenda which shall be forwarded to members of the committee no less than three (3) workdays prior to such meeting.

813 Filing and Maintenance of Certificates/Licenses

A. Teachers/bargaining unit members shall be responsible for filing with the treasurer of the Board all certificates/licenses issued to the teacher/bargaining unit member by the Ohio Department of Education within ten (10) days of receipt of such certificate/license or at such other times as may be required by the terms of this contract. No right or privilege shall be asserted by a teacher/bargaining unit member by reason of any certificate/license not filed by the teacher/bargaining unit member as provided herein.

B. For the first five (5) years of employment with the Shelby City Schools, teacher/bargaining unit members must maintain all certificates/licenses held at the time of hiring. Teachers/bargaining unit members who have worked more than five (5) years at the Shelby City Schools shall only have to maintain the certificate/license necessary for their current assignment. Nothing in this section shall be interpreted as guaranteeing a particular assignment to a given teacher/bargaining unit member. Refusal to apply for the renewal of such certificates/licenses after being timely directed by the superintendent shall be grounds for termination at the end of the school year. It shall be the responsibility of each teacher/bargaining unit member to apply and qualify for the renewal of any certificate/license and to file such certificate/license with the treasurer of the Board.

814 Reduction in Staff

A. Reasons

If it becomes necessary to reduce the number of teachers/bargaining unit members because of decreased enrollment of pupils, lack of student interest in programs, return to duty of regular teachers/bargaining unit members after leaves of absence, by reason of suspension of schools or territorial changes affecting the district, or lack of funds, the following provisions shall apply:

B. Procedure

The Association and each teacher/bargaining unit member whose contract will be suspended shall be notified no later than ten (10) workdays prior to the Board meeting at which the proposed teacher/bargaining unit member reduction will be presented. Such notification shall include:

a. The position(s) for reductions being considered
b. Reason(s) for such proposals

1. The Board shall not act on any proposed teacher/bargaining unit member reduction until after the Association has had the opportunity to present its

views at the first Board meeting following the delivery of the notice above and each teacher/bargaining unit member to be suspended has been given, in writing, at least ten (10) workdays' notice.

2. If, after the Association has presented its views, the Board still feels it is necessary to reduce the number of teacher/bargaining unit members, it will be done in the following sequence:

   a. The Board shall first handle all teacher/bargaining unit member reductions through normal attrition. If additional reductions are necessary, the Board shall proceed based on seniority and areas of certification.

   b. Those teachers/bargaining unit members on limited contracts with the least seniority in the area(s) of certification affected shall have their contracts suspended first.

   c. In the event that continuing contract teachers/bargaining unit members must be reduced, their contracts shall be suspended on the basis of seniority and area(s) of certification.

   d. A tie in seniority shall be determined and broken in accordance with Article 10, Section 1002.

3. The suspended teacher/bargaining unit member can bump into any area of certification in which he/she is certified. Only a teacher/bargaining unit member whose contract is suspended can bump, however, and only the teacher/bargaining unit member with the least seniority in the area(s) of certification affected can be bumped. If a suspended teacher/bargaining unit member is eligible to bump into more than one area, the teacher/bargaining unit member with the least seniority will be bumped.

   "Bumping" is a process which is intended to occur shortly following a reduction in staff under this section. All bumping rights must be exercised by written notice to the superintendent as soon as practical following Board action and in no event more than thirty (30) days after the Board action to suspend contracts.

C. Rights While on Suspension

1. If recalled to a position, the teacher/bargaining unit member shall have the right to return to the same contract status, total sick leave accumulation and any other benefits of employment that had accrued to the teacher/bargaining unit member prior to the suspension.

2. While on suspension, insurance will go through the normal COBRA process as employees are not eligible under the District's 125 plan. Upon recall, employees will resume District 125 Plan eligibility.

3. The Board shall cooperate in effecting the teacher's/bargaining unit member's lawful right to unemployment compensation benefits while suspended.

4. A teacher/bargaining unit member shall have the right to accumulate seniority credit during the period of suspension, for seniority list purposes only, not to exceed the amount of time on suspended status.

5. Additional certification earned while on suspension status shall be recognized for recall purposes, provided such information is filed with the Board prior to recall.

D. Recall

1. Teachers/bargaining unit members who are suspended shall be retained on the recall list as follows:

0-5 Years' Service	24 Months
6-10 Years' Service	36 Months
Over 10 Years' Service	48 Months

During this time they must be offered reemployment in their area(s) of certification as their seniority status mandates. It shall be the responsibility of the suspended teacher/bargaining unit member to keep the superintendent's office informed of a current address and/or phone by which he/she may be reached.

2. A teacher/bargaining unit member may be removed from the recall list if he/she:

a. waives his/her recall rights in writing,
b. resigns or retires,
c. fails to respond within ten (10) days to a recall to a position for which he/she is certified,
d. is on the recall list at the expiration of the appropriate recall as defined in 1 above.

3. No teachers/bargaining unit members new to the bargaining unit shall be hired until all teachers/bargaining unit members on the recall list have been offered such positions in accordance with their certification.

815 Class Size

A. The Board recognizes the importance of providing for individual pupil differences through the maintenance of reasonable class sizes for instruction.

B. Pupil/Teacher Ratio

1. Average class size shall not exceed the number of pupils per teacher at each grade level as set forth below:

	Maximum Average
Kindergarten	22
1st and 2nd	27
3rd – 5th	29
6th – 8th	30
9th – 12th	32

Self-contained classes from grades 3-8 shall not exceed 27 pupils per teacher.

No individual class shall exceed the maximum average class size for that grade level by more than two pupils.

Secondary laboratory classes shall not exceed an average per teacher of twenty-seven (27) pupils per class.

The administrative goal with respect to class size is that no two individual classes in a particular grade level should vary by more than three (3) students.

2. Teachers in grades 7 through 12 shall not have a class load that exceeds 180 students per day.

3. Special education class sizes shall be limited to the number allowed under the state standards. This includes classes which serve children with physical, mental, and emotional problems that require specialized classroom experience.

4. Split grade classes in the elementary (kindergarten through grade 6 for the purposes of relieving pupil overload shall be discouraged. If established, such classes shall not exceed twenty (20) pupils.

5. Split subject classes at secondary level shall not exceed 20 pupils.

C. Preparations

Every effort shall be made to ensure that teachers in grades 7-12 do not exceed three separate and distinct preparations daily.

D. Exceptions

1. Performing music and physical education classes shall be excluded from the class size maximum specified in B above.

2. Art teachers, performing music teachers, and special education teachers shall be excluded from the preparations provision specified in C above.

E. Limited Facilities

In classes where physical limitations exist as to the number of functional student work stations, every effort will be made to ensure that the number of students shall not exceed the number of functional stations nor shall it exceed the limits set in Sections B-1 through 5 above. Among such classes are art, science laboratories, typing, industrial arts, home economics, and although not listed, classes in which instruction is largely dependent upon the use of special equipment, machines or other mechanical devices or special work stations of a highly individualized nature.

F. Accommodation

1. School Start – On teachers' workday no class size/pupil load ratio shall exceed the limits set in B above.

2. First Month of School – If, after the teachers' workday, new students transfer into the system and such additional students exceed the maximum numbers set forth above, the Board shall have a maximum 30 calendar days to reduce the class size/pupil load to meet the contractual pupil/teacher ratio.

3. After September 30 – In the event new students transfer into the system after September 30 and such post-September additional student(s) necessitate exceeding the class size maximum/pupil load ratios set forth in C, affected employees shall be paid additional compensation in the amount of $10.00 per pupil per day for each day.

G. Blended class teachers at the same grade level within a building shall have common planning time at least three days per week.

H. The following blended class teachers shall be permitted curriculum planning time outside the regular school day or school year not to exceed fifty (50) hours per teacher per year:

1. Teacher new to blended program – for first year only.

2. New grade level added – for each impacted teacher for the first two years.

The rate of pay for this curriculum planning time shall be in accordance with Section 909 A of the negotiated contract.

I. Special Education State Standards

The Board agrees to post state class size standards annually.

816 Special Needs Students

A. Integrated Classrooms

The following shall apply to teachers who have or will have one or more special needs students included into their classes:

1. Each teacher at each grade level shall have the opportunity to meet with the special education teacher to discuss and provide input into decisions affecting special needs students before assignment to the teacher's classroom.

2. The receiving teacher(s) at the appropriate level has the right to be present at any placement committee meeting. This includes the annual IEP Review.

3. Special needs students assigned to regular classrooms shall, to the extent possible, be equitably assigned by the administration to classrooms at each grade and/or subject level.

4. No more than 30% of the students in an integrated classroom shall be students with IEP.

B. Ratio Maintenance

The Board will maintain the ratio of special education teachers and aides to special needs students in the special education resource program at a level in compliance with state operating standards. Additionally, no special education teacher's caseload will exceed 20 students.

C. Support Services

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

817 In-Service

Each year bargaining unit members shall be responsible for attending a minimum of 12 hours of in-service training provided or approved by the Shelby City School

818 Local Professional Development Committee

A. Purpose

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

B. Term of Office

The term of office for members serving on the LPDC shall be two years, except that two initial appointments from the Association and one initial appointment from the Board shall be three (3) year appointments.

C. Committee Composition and Selection

1. The LPDC shall be comprised of six (6) members as follows:

    a. Four (4) bargaining unit members to represent each of the four pods, appointed by the Association.

    b. Two administrators appointed by the superintendent.

    b. If mutually agreed, the Association and superintendent may each appoint one additional member.

2. In the event of a vacancy, the committee member will be replaced in accordance with C. 1. a., above.

D. Chairperson

The chairperson shall alternate annually between the Association and Board representatives.

E. Decision Making

Decisions shall be made by majority vote of the committee members present and voting so long as a quorum is present.

A quorum shall be defined as a majority of the entire committee including at least one representative from the Association and one representative from the Board.

F. Training

1. Members of the LPDC will have the opportunity to attend training on the purpose, responsibilities, functioning, legal requirements, and requisite skills of LPDCs. Training will be coordinated by the LPDC and submitted for approval to the superintendent.

2. LPDC members shall be reimbursed for actual and necessary expenses. If costs exceed Section 8111 of the agreement or if costs are not fully funded by the Ohio Department of Education, LPDC members must receive pre-approval for expenses.

G. Meetings

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

H. Appeals Process

1. A written appeal (see back of Activity Proposal Form) form shall be submitted to the LPDC chairperson within 20 work days of denial. All appeals will be reviewed at the next regularly scheduled LPDC meeting.

2. A person may attend the next regularly scheduled LPDC meeting to explain the written appeal. A written request for inclusion on the agenda should be given to the LPDC chairperson no later than four work days before the scheduled LPDC meeting.

3. Written notification of the appeal decision shall be provided within five (5) work days or 30 calendar days (summer review only), whichever comes first.

4. If the appeal is denied, the appellant may request (LPDC Appeals Process Form) a binding decision rendered by a three person panel chosen as follows:

5. One person selected by the appellant, one person chosen by the LPDC, and third person will be mutually agreed upon by the appellant and the LPDC. Members of this panel must hold a current Ohio Department of Education Certificate or License.

I. Compensation

Committee members shall be paid $750 per year.

819 Nonrenewal

A. Nonrenewal of Limited Teaching Contracts for Probationary Employees Who Have Been Employed for Three (3) Years or Less

1. On or before June 1, limited contract teachers who have been employed for three (3) or fewer years, shall be notified by the Superintendent that they will not be recommended to the Board for rehiring for the next school year. Prior to Board action on their contract, such teachers shall have the

right to meet with the Board in executive session with representation to present their case.

2. This nonrenewal procedure for teachers who have been employed for three (3) or fewer years supersedes all provisions of O.R.C. 3319.11 and O.R.C. 3319.111, and such teacher shall have no right to challenge said nonrenewal pursuant to O.R.C. 3319.11 or 3319.111.

B. Nonrenewal of Limited Teaching Contracts for Employees Who Have Been Employed for More Than Three (3) Years

1. Any member of the bargaining unit employed under a limited contract for more than three (3) years, and whose regular teaching contract the Board intends not to renew shall be notified in writing on or before June 1 of the Board's intention not to reemploy the teacher. Prior to Board action on a teacher's contract, the Superintendent shall make a recommendation to the Board with respect to the renewal or nonrenewal of the teacher's contracts.

2. Such contract nonrenewal shall be in accordance with O.R.C. 3319.11.

C. After an employee has worked for eight (8) years, in the District, nonrenewal shall only occur for just cause.

ARTICLE 9 – SALARY AND FRINGE BENEFITS

901 Insurance

The Board shall contribute to premium costs of insurance fringes: Major Medical/prescription, dental, vision, and life insurance. Both the Association and the Board negotiating teams shall review proposals before making changes in carriers. Within thirty (30) days of the effective date of any change in insurance carrier or coverage during the term of this agreement, the Board shall provide each member with a written description, prepared by the carrier, of the current coverage and benefits provided by the Board under this agreement. Written descriptions of current coverage and benefits are available in the Treasurer's office. Coverage shall be indicated in the Summary of Insurance Specifications as attached to this agreement.

A. Major Medical/Prescription

1. Each employee may select any plan offered through the District-selected provider for each plan year. The Board will pay 87% of the premium of any plan for full-time employees. Part-time bargaining unit members receive this benefit on a pro-rata basis, depending on the percentage of full-time worked. An employee may change plans during the annual open enrollment period, but may not switch to the other plan during a plan year even if the employee experiences a qualifying life event.

Each employee recognizes rate tiers (single, couple, kids, family, etc.) each year as prescribed by the District-selected provider. In addition, employees recognize that all new hires on or after January 1, 2026 are subject to any and all spousal carve-out provisions imposed by the District-selected provider; any employee hired on or before December 31, 2025 is exempt from the spousal carve-out provisions.

2. For each employee choosing a PPO plan in a plan year, the Board will fund a comprehensive Health Reimbursement Arrangement (HRA) with an annual contribution of $650/single and $1,300/multi (couple, kids, family, etc.), which is in addition to the FSA plan funding outlined in 901.

   For each employee choosing a high deductible health plan, the Board will fund a Health Savings Account (as permitted) with an annual contribution equal to 70% of the deductible of the high deductible health plan (HDHP) the employee is enrolled in.

   Sixty-Five Percent (65%) will be funded in January and thirty-five percent (35%) in September.

3. Employees eligible for District insurance but elect outside coverage (not through the District as spouse or dependent) shall receive a payment of two hundred and fifty dollars ($250) per month in lieu of insurance coverage.

B. Dental Insurance

1. The Board will pay eighty-five (85%) of the premium for full-time employees. Part-time bargaining unit members receive this benefit on a pro-rata basis, depending on the percentage of full-time worked.

C. Vision Insurance

1. The Board will pay eighty-five (85%) of the premium for full-time employees. Part-time bargaining unit members will receive this benefit on a pro-rata basis, depending on the percentage of full-time worked.

D. Life Insurance

1. A $40,000.00 term life insurance policy for each teacher/bargaining unit member will be paid by the Board.

E. Re-Enrollment

In addition to the annual open enrollment period, an employee who elects not to enroll in the insurance plans described herein and who loses primary coverage due to death or divorce of a spouse, loss of a spouse's benefits, or termination of a spouse's employment will become eligible immediately for benefits according to the terms of this agreement.

F. Dual Employees

When two teachers/bargaining unit members are from one family, the Board will pay 100% of the premium of the lowest cost insurance plan that is offered by the District with allowances still provided for HSA, HRA, and FSA funding. This plan must cover all eligible members of the teachers'/bargaining unit members' family. Enrollment structure (two single plans, family, couples, etc.) will be determined by the District. If the teachers/bargaining unit members desire to select a District-offered plan that is different from the one used to calculate the Districts' assumption of 100% of the premium, the teachers/bargaining unit members will pay the difference between the plan of their choosing and the plan selected by the District based on the percentages established in 901.A.1.

G. IRS Section 125 Plan

The Board will make available an Internal Revenue Code Section 125 Plan that will enable employees to tax shelter out-of-pocket medical and other qualifying expenses. This plan will be administered in compliance with the applicable requirements of the IRS. At its discretion, the Board may select a third party administrator to operate this plan.

H. FLEX Plan

The district will fund a flexible health reimbursement (FLEX) plan at the annual level of $350 Family/$225 Single for each employee. Plans will be funded beginning January 1 for employees enrolled for medical insurance.

I. Insurance Committee

The District shall establish an insurance committee comprised of three certified union members (selected by union leadership), three classified union members, and three administrative members to review all proposed plan and coverage changes from our above-referenced provider, agent, or consortium, and will

collectively decide how the District votes for these changes within our respective plan membership, or if on our own plan, how changes will be implemented. Each group (administrative, certified, and classified) will have one vote collectively, thus requiring two votes to accept or reject a proposal.

902 Severance Pay

The Board will grant severance pay for 30% of accrued but unused sick leave, Up to a maximum sick leave amount of 280 days (maximum severance pay 84 days).

A. The teacher/bargaining unit member must be eligible for retirement under the provisions set by the State Teachers Retirement System and must actually retire, directly from employment with the Shelby City Schools, and start drawing reimbursement from State Retirement prior to receiving his or her severance.

B. Severance will be paid only after the retiree has presented proof of retirement to the Board Treasurer. Severance payment will be made on the next available pay date as determined by the Treasurer's Office.

C. In the event of death of a teacher/bargaining unit member, the severance pay due would be payable to the estate. Payment will be made within sixty (60) days following the death of the teacher/bargaining unit member.

D. At the option of the retiree, all earned salary, which excludes severance, will be paid by the Board to the retiree no later than the second pay date after the effective date of retirement.

903 Salary

A. The BA-0 Base Salary will be as follows:

- For the 2026-2027 school year there will be an increase of four percent (4%) on the BA-0 base salary.
- For the 2027-2028 school year there will be an increase of three percent (3%) on the BA-0 base salary.
- For the 2028-2029 school year there will be an increase of three percent (3%) on the BA-0 base salary.

B. Placement/Movement

1. Each bargaining unit employee shall be placed on the salary schedule according to his/her training and experience. Bargaining unit members should be granted no more than fourteen (14) years' experience credit. Nonetheless, the Superintendent/administration shall have the express

right to place a newly hired employee on the salary schedule according to his/her training and experience.

Bargaining unit members who were hired previously and given fewer than fourteen (14) years' experience credit but had earned more than ten (10) years' experience credit when they were hired should be awarded the difference between their earned years' experience credit and the years of experience credit they were granted at the time of their hiring. This should not exceed fourteen (14) total additional years' experience credit being granted. Affected members shall be properly placed on the salary schedule with the additional credited years for the 2026-2027 contractual year.

2. An employee shall advance horizontally on the salary schedule by acquiring additional training; or when sufficient course work or a higher degree is earned and satisfactory evidence of such completion is provided to the employer in accordance with Section 907 of this agreement.

3. MA+15 and MA+30 columns will be paid to those teachers/bargaining unit members who have received credit for 15 or 30 semester hours of study after receipt of a master's degree.

4. Years of service in education shall include all years of experience granted by the Board of Education when most recently hired and all subsequent years of teaching experience with the Shelby City Schools. A year of experience shall mean the employee has been in pay status for 120 days in one school year.

C. Longevity

The board will make a longevity payment above the salary schedule as follows. At the beginning of a new contract year following completion of 28 years of service each employee shall receive an additional payment of $1,000. Longevity shall be paid in a lump sum payment to be included with the first paycheck in December.

904. Salary Schedules

Salary schedule reflecting the years and terms of this contract found in 903A are contained as an appendix. Salary schedules reflecting the STRS pick-up are available upon request from the Treasurer's Office.

905 Extra-Duty Index and Schedule

Experience	0	1	2	3	8	10	15	20	25
BA Placement	4	6	8	10	11	12	13	14	17

A. Extra-duty salary shall be based on the Step 4, Step 6, Step 8, Step 10, Step 11, Step 12, Step 13, Step 14, and Step 17 of the BA column of the salary schedule in effect for each year of this contract. All steps are based on verified, paid coaching experience.

Movement from one position to another within the same sport/activity shall count for continuous experience credit.

B. Any mid-year changes in the regular salary schedule will require that the extra-duty schedule be based on an adjusted 0-base arrived at by adding the beginning school 0-base to the mid-year 0-base and dividing by two (2).

C. Teachers/bargaining unit members applying for an extra-duty position shall receive notification concerning who was selected for the position.

D. No extra-duty teacher/bargaining unity member shall be required to provide transportation for students as part of the extra-duty contract.

No extra-duty teacher/bargaining unit member shall be required to drive Board supplied vehicles to transport students.

E. Properly certificated extra-duty teachers/bargaining unit members may provide transportation for students as part of the extra-duty contract and may drive Board supplied vehicles to transport students.

F. If there is mutual approval by the teacher/bargaining unit member and the principal that the teacher/bargaining unit member may provide transportation to functions deemed necessary for the implementation of the program(s), the teacher/bargaining unit member shall be reimbursed for mileage in accordance with the rate authorized by the Internal Revenue Service for the previous year.

G. Any extra-duty position which includes both varsity and reserve in one extra-duty shall be paid at an index of .10 (e.g., golf, tennis, cross country, swimming). When varsity and reserve are separate, the extra-duty shall be paid in accordance with Section 906.

H. Except in situations of child abuse or criminal convictions, an employee's performance of contracted extra-duty position shall not adversely affect personnel decisions regarding the employee's regular employment.

I. In the event a teacher/bargaining unit member who holds an extra-duty position may not be rehired for the same extra-duty position in the subsequent year, the teacher/bargaining unit member shall be given written notice of the potential not to be rehired for the extra-duty position. The teacher/bargaining unit member may request a hearing before an appeals panel. The appeals panel shall consist of three (3) certificated administrators, two (2) selected by the Superintendent and one (1) selected by the Association. The panel shall conduct a hearing prior to the Board of Education taking action on the teacher/bargaining unit member's extra-duty position contract. The hearing will afford the teacher/bargaining unit member the right to hear the reasons for the proposed non-renewal and allow him/her the opportunity to present contrary evidence. The hearing shall not be held in fewer than ten (10) days following receipt of the notice by the teacher/bargaining unit member. The appeals panel shall submit its recommendation to the Board of Education within thirty (30) days of the hearing.

A teacher/bargaining unit member may request and be accompanied by counsel and/or an Association representative of his/her choosing at any step of this procedure.

906 Extra-Duty Positions

Group	Position	Index		Group	Position	Index
Academic Challenge	High School	0.02		Girls' Basketball	9th Grade	0.07
Academic Challenge	Grades 7-8	0.02		Girls' Basketball	8th Grade	0.06
Academic Challenge	Grades 5-6	0.02		Girls' Basketball	7th Grade	0.06
Academic Challenge	Grade 4	0.02		Girls' Soccer	Head Coach	0.10
Academic Competition	Power of the Pen	0.02		Girls' Soccer	Varsity Asst.	0.06
Athletics	Asst. Athletic Director	0.10		Girls' Soccer	Reserve	0.06
Athletics	Site Manager (2/season)	0.02		Girls' Track	Head Coach	0.10
Baseball	Head Coach	0.10		Girls' Track	Varsity Asst. (2)	0.07
Baseball	Varsity Asst.	0.06		Girls' Track	Head Middle School	0.05
Baseball	Reserve	0.06		Girls' Track	Asst. Middle School	0.04
Baseball	Freshman	0.05		Golf	Boys' Head Coach	0.07
Basketball Cheer	Head Coach	0.05		Golf	Girls' Head Coach	0.07
Basketball Cheer	Reserve	0.04		Guidance	Director of Guidance (2)	0.03
Basketball Cheer	9th Grade	0.02		Music	Director Instrumental Music	0.16
Basketball Cheer	Middle School	0.02		Music	Asst. of Instrumental Music	0.14
Bowling	Varsity	0.10		Music	Director of Vocal Music	0.16
Bowling	Varsity Asst.	0.05		Music	Asst. of Vocal Music	0.14
Boys’ Basketball	Head Coach	0.16		Music	Instrumental Music Duties	0.08
Boys’ Basketball	Varsity Asst.	0.10		Music	Jazz Band (2)	0.04
Boys’ Basketball	Reserve	0.10		Music	Band Auxiliary Corps (2)	0.03
Boys’ Basketball	9th Grade	0.07		Music	Destination Stardom	0.06
Boys’ Basketball	8th Grade	0.06		Music	Elementary Music	0.01
Boys’ Basketball	7th Grade	0.06		Newspaper	Middle School	0.03
Boys’ Soccer	Head Coach	0.10		Softball	Head Coach	0.10
Boys’ Soccer	Varsity Asst.	0.06		Softball	Varsity Asst.	0.06
Boys’ Soccer	Reserve	0.06		Softball	Reserve	0.06
Boys' Track	Boys' Head Coach	0.10		Softball	Freshman	0.05
Boys' Track	Varsity Asst. (2)	0.07		Student Council	High School	0.05
Boys' Track	Head Middle School	0.05		Student Council	High School Asst.	0.02
Boys' Track	Asst. Middle School	0.04		Student Council	Middle School	0.04

Bus	Supervision	0.02		Swimming	Head Coach	0.10
Class Advisor	Freshman	0.02		Swimming	Varsity Asst.	0.06
Class Advisor	Sophomore	0.02		Swimming	Reserve	0.06
Class Advisor	Junior	0.03		Tennis	Boys' Head Coach	0.07
Class Advisor	Senior	0.03		Tennis	Girls' Head Coach	0.07
Community Outreach	Interact	0.03		Theatre	Director (Per Play)	0.04
Cross Country	Boys' Head Coach	0.07		Theatre	Asst. Director (Per Play)	0.03
Cross Country	Girls' Head Coach	0.07		Volleyball	Head Coach	0.10
Cross Country	MS Head Coach	0.04		Volleyball	Varsity Asst.	0.07
Eco Whippets	Head of Program	0.04		Volleyball	Reserve	0.07
Eco Whippets	Assistant (2)	0.02		Volleyball	9th Grade	0.06
Esports	ESports	0.04		Volleyball	8th Grade	0.05
Football	Head Coach	0.16		Volleyball	7th Grade	0.05
Football	Offensive Coordinator	0.11		Weight Room	Fall Supervisor	0.04
Football	Defensive Coordinator	0.11		Weight Room	Winter Supervisor	0.04
Football	Varsity Asst. (3)	0.10		Weight Room	Spring Supervisor	0.04
Football	9th/Varsity Asst. (2)	0.07		Weight Room	Summer Supervisor	0.04
Football	Equipment Manager	0.05		Wrestling	Head Coach	0.12
Football	Head 8th Grade	0.06		Wrestling	Varsity Asst. (2)	0.07
Football	Head 7th Grade	0.06		Wrestling	Reserve	0.07
Football	Asst 8th Grade	0.04		Wrestling	Head Middle School	0.06
Football	Asst 7th Grade	0.04		Wrestling	Asst. Middle School	0.04
Football Cheer	Head Coach	0.05		Yearbook	High School	0.07
Football Cheer	Reserve	0.04		Yearbook	Middle School	0.03
Football Cheer	9th Grade	0.02		Misc.	Elementary Gifted/Talented (4)	0.04
Football Cheer	Middle School	0.02		Misc.	Elementary Playground (8)	0.03
Girls' Basketball	Head Coach	0.16		Misc.	Prom Advisor	0.02
Girls' Basketball	Varsity Asst.	0.10		Misc.	School Psychologist	0.07
Girls' Basketball	Reserve	0.10		Misc.	8th Grade DC Trip	0.02

Stipends Paid as a Dollar Amount (rather than by index)						
Music	Pep band (Varsity BBall - per game)	$40.00		Misc.	Driving Instructor Secretary	$1,500

The Board retains the right to not fill any of the above positions at the end of the extra-duty position contract.

The Board of Education may utilize the services of a volunteer to fill any of the extra duty positions listed in this section if no bargaining unit member or other district employee can be found to fill the position for that year.

College Credit Plus

1. Any classes offered by the district to students through the College Credit Plus (CCP) program shall first be offered to qualified bargaining unit members. The selection of qualified bargaining unit members to teach the CCP courses will comply with section 802 Vacancy/Posting.
2. Teachers who teach College Credit Plus courses will be paid $250 per semester hour, per semester.

Post Season Participation

1. Coaches or advisors of sports or activities who must qualify to participate in state/national tournaments shall be paid an additional stipend. The stipend will be granted to all varsity and varsity assistants who are the coaches of the team or individuals and are responsible for the achievements of the team or individual as determined by the athletic director/or principal.

2. For high school coaches or advisers that have automatic entry into the state tournament, the additional stipend shall only be paid after the team advances beyond the first (non-bye) round of the tournament. Since football does not have automatic entry into the OHSAA tournament, football coaches will be paid for qualifying in the first round of the OHSAA football play-offs.

3. Coaches/advisors/music directors will be paid for each practice, meeting or contest after the conclusion of the season with submission of dates and times of said events that are approved by the direct supervisor. The stipend will be paid for a maximum of six (6) weeks for groups that meet more than twice a week.

4. A review committee consisting of three (3) representatives appointed by the association and three (3) representatives appointed by the Superintendent will review this provision of the contract annually before August 1, if requested. The purpose of the review committee will be to determine if inequities exist in this provision of the contract and to discuss a possible solution.

5. Holders of supplemental contracts eligible to receive tournament incentive pay will be determined by their original stipend. Any coach/advisor who is only taking individuals (3 or less) will be paid half of their range.

   Original Stipend to Range

.16-.15 = Range 1- $25.00 per day
.14-.13 = Range 2- $22.00 per day
.12-.11 = Range 3- $19.00 per day
.10-.09 = Range 4- $18.00 per day
.08-.07 = Range 5- $17.00 per day
.06-.05 = Range 6- $14.00 per day
.04-.03 = Range 7- $12.00 per day
.02-.01 = Range 8- $10.00 per day

Whenever the parties mutually agree to add, delete, and/or modify the extra-duty positions or extra-duty index and schedule, the Superintendent or designee and Association President or designee shall prepare a memorandum of understanding implementing the change which shall be incorporated into successor Negotiated Agreements.

907 Salary Adjustments

Teachers/bargaining unit members seeking salary increases due to additional training shall provide official transcripts to the Board from the accredited institution(s) of higher education that additional hours of training have been completed. Salary adjustments made on a bargaining unit member's total contract if received and approved by the Board in the September meeting. Any adjustments submitted after that are on a rolling basis and go into effect prospectively once approved by the Board.

908 STRS Pick Up

A. Pick Up and Pay

The Board agrees to pick up (assume and pay) a share of each member's STRS payments equal to 5.0% of the employee's annual income.

B. Pick Up by Salary Reduction

The remaining portion of the member's STRS contribution shall be picked up and paid by the Board by reducing the annual compensation of the member by an equal amount.

C. Application

The pick-up percentages shall apply uniformly to all teachers/bargaining unit members as a condition of employment. The pick-ups shall apply to all compensation including supplemental earnings paid thereafter.

D. Regulation Compliance

It is to be understood by the parties that it is the responsibility of each individual teacher/bargaining unit member to make any necessary adjustments to any other tax sheltered annuities he/she has in order to be in compliance with IRS laws and regulations.

E. Pick-up on the Pick-up

The Board will implement a pick-up on the pick-up for those bargaining unit members who have completed fifteen (15) years or more service based on the salary schedule placement.

If it becomes illegal for the board to pay the employee portion of STRS, the Board shall add the full monetary value of the assumed STRS contributions—five and four tenths percent (5.4%) of annual base salary at the time of implementation—to the base salary in section 903 A, and such amounts shall be treated as salary for all applicable purposes.

909 Hourly Rate for Special Work

A. Teachers/bargaining unit members working as members of curriculum committees formed by the administration, members of the LPDC, and those acting as Friday or Saturday school instructors shall be paid at an hourly rate as determined by the base salary of the salary schedule (BA column 0 step salary divided by 184 days divided by 7.5 hours) for all work performed outside the regular school day or regular school year.

B. The elected chairperson of each Curriculum Development Committee (CDC) and the Local Professional Development Committee (LPDC) will be paid an hourly rate different than that paid to a teacher/bargaining unit member who serves as a member of a CDC.

A teacher/bargaining unit member elected chairperson of a CDC, according to the guidelines established for the Curriculum Coordinating Council organization as adopted by the Board, or chair of the LPDC shall be paid an hourly rate based on his/her present placement on the salary schedule of Shelby City Schools. Such hourly rate shall be determined by dividing present salary (less any extracurricular or extended duty pay) by 184 (days in contract year) and that quotient by 7.5 (hours in a teacher/bargaining unit member's day).

910 Tuition Reimbursement

A. To be eligible for tuition reimbursement, teachers/bargaining unit members must be taking college credit courses in the field of education, in their field of certification or in pursuit of additional educational certification. All course work must have prior approval of the Local Professional Development Committee. Approved coursework must be taken within two (2) years from date of approval.

B.

The Treasurer shall appropriate $50,000 each year as available for tuition reimbursement. The bargaining unit member must submit the completed paperwork to the Treasurer's Office by October 1 of each year. Completed paperwork shall include proof of payment, proof of when coursework is completed (only course work completed in the immediate preceding contract year is eligible for reimbursement), the approved and validated approval from LPDC, and request for reimbursement form at a minimum - additional information may be requested on an as needed basis. Coursework will be reimbursed at either the calculated credit hour rate or actual amount paid, whichever is less. The calculated credit hour rate will be determined by dividing the yearly appropriation by the total number of semester hours submitted. A maximum of eighteen (18) credit hours may be reimbursed each fiscal year. Reimbursement will be made each year by October 31st.

C. The teacher must work for the district until the end of the fiscal year in which they receive reimbursement. If the teacher does not finish the fiscal year with the district, they must repay the reimbursement amount.

ARTICLE 10 – SENIORITY

1001 Seniority Defined

Seniority shall mean the length of continuous employment with the Shelby City Schools in a bargaining unit position as follows:

A. Seniority shall begin to accrue to a teacher/bargaining unit member from the first day worked in a bargaining unit position.

B. Seniority shall accrue for all the time a teacher/bargaining unit member is on active pay status or is receiving workers' compensation benefits or is on layoff status, as defined under Section 8144, Reduction in Staff, of this agreement.

C. Time spent on inactive pay status (e.g., unpaid leave of absence) shall not contribute to the accrual of seniority but shall not constitute a break in seniority.

D. Full-time teachers/bargaining unit members shall accrue one (1) year of seniority for each year employed as determined by the minimal full-time standard as defined by this agreement.

E. Part-time teachers/bargaining unit members shall accrue seniority prorated against the minimal full-time standard as defined by this agreement. Bargaining unit members with part-time service prior to 1989 shall earn seniority credit for those years based on a year for year basis. Seniority credit for part-time service after 1989 will be calculated on the prorated basis.

F. No teacher/bargaining unit member shall accrue more than one (1) year of seniority in any work year.

1002 Equal Seniority

A tie in seniority shall occur when two (2) or more teachers/bargaining unit members have the same amount of seniority credit as determined by the seniority list. Ties in seniority shall be broken by the following method to determine the most senior teacher/bargaining unit member:

A. The teacher/bargaining unit member whose first day of work for the district is earlier; then

B. The teacher/bargaining unit member with the earliest date of hire by the Board; then

C. The teacher/bargaining unit member with the lowest identification number as assigned by the administration upon date of hire by the Board.

The method described above for determining the most senior teacher/bargaining unit member for purposes of breading a tie in seniority shall not apply to any district employee employed on or before July 1, 2003.

1003 Superseniority

For layoff purposes only, teachers/bargaining unit members employed under a continuing contract shall have greater seniority than teachers/bargaining unit members employed under a limited contract.

1004 Loss of Seniority

Seniority shall be lost when a teacher/bargaining unit member retires or resigns; is terminated; or is otherwise removed from the recall list as stated in Section 8144(D)(2).

1005 Posting of Seniority List

The seniority list shall be posted annually by December 1 of each work year. The Board shall prepare and post on the designated bulletin boards in each building a seniority list indicating, by area of certification (which the teacher/bargaining unit member received and documented to the Superintendent's office prior to September 30), the date of application (for those hired after July 1, 1989 and before July 1, 2003), the first day worked, the date of Board hire, and the contract status (continuing or limited) of each

teacher/bargaining unit member. For those hired after July 1, 2003, seniority shall be determined by Section 1002. Such list shall be provided to the Association president at least five (5) days before the date of posting each work year.

A. The names of teachers/bargaining unit members on the seniority list shall appear in seniority rank order within areas of certification. The name of the most senior teacher/bargaining unit member shall appear at the top of the listing for each area of certification and the name of the least senior teacher/bargaining unit member shall appear at the bottom of the listing for each area of certification.

B. The names of teachers/bargaining unit members who are certified in more than one (1) area of certification shall be included on the listing for all areas in which they are certified.

C. The names of all part-time teachers/bargaining unit member shall appear on the seniority lists but shall be listed separately from the names of full-time teachers/bargaining unit members.

1006 Correction of Inaccuracies

Each teacher/bargaining unit member shall have a period of ten (10) workdays after the posting of the seniority list in which to advise the Board or its agent(s) and the Association in writing, of any inaccuracies which affect the teacher's/bargaining unit member's seniority. The Board or its agent(s) shall investigate all reported inaccuracies and make such adjustments as may be in order and shall post the updated seniority list immediately. No protest shall be considered after ten (10) workdays of the posting of the seniority list and the list shall be considered as final until the next posting.

ARTICLE 11 – HEALTH AND SAFETY

1101 Maintenance of Health and Safety

The Shelby City School District Board of Education will provide its employees with a place of employment that is free from recognized hazards that are causing or are likely to cause death or serious physical harm to its employees.

1102 Health Supplies

A. The employer shall ensure that in the main offices and in every lab there shall be an adequate first aid kit, which shall be maintained.

1103 Hazardous Conditions

A If an employee in good faith believes that a condition at the work site threatens physical harm or creates an imminent danger, he/she shall submit a written report of the situation to the building principal.

B. An employee acting in good faith has the right to refuse to work under conditions that he/she reasonably believes present an imminent danger of death or serious harm to him/herself, provided that such conditions are not such as normally exist for or reasonably might be expected to occur in the occupation of the employee. Prior to refusing to perform assigned tasks, the following conditions must be satisfied:

1. The employee must have previously submitted a written report of the condition to the building principal and the condition remains uncorrected or, the particular circumstances preclude the delay necessitated by filing a report.

2. The danger was one that a reasonable person under the circumstances then confronting the employee would conclude is an imminent danger of death or serious physical harm to the employee; and

3. The employee must notify his/her building principal or the Superintendent that he/she is refusing to perform an assigned task and the reasons why.

C. An employee who has refused to perform an assigned task in compliance with paragraph B above may be temporarily assigned to alternate tasks for which he/she is qualified at no loss in pay.

1104 Drug Free Workplace

No teacher/bargaining unit member shall possess, use, or distribute illicit drugs and/or alcohol on school premises, or in connection with any school related activity. Any teacher/bargaining unit member engaging in such conduct may be subjected to disciplinary sanctions pursuant to Board policy, which may include participation in or completion of a treatment/rehabilitation program as a condition of continued employment.

1105 No Reprisals

There shall be no reprisals, restraints, interference, coercion, or discrimination against an employee for filing a report of an unsafe or unhealthy condition, for refusing to work under hazardous conditions as noted in 1103 above, or for any other participation in the health and safety program.

ARTICLE 12 – MEDICAL PROCEDURES

1201 Forms

Prior to the start of each school year, the Board shall distribute a statement to all parents of school students discouraging the administration of medication at school. The form which parents obtain from their doctors to provide for administration of medication at

school will be amended to include a provision that requires the doctor to certify that the dosage of the medication in question cannot be reconfigured such that the medication would not need to be administered during the school day.

1202 High School

Students at the high school shall be required to self-administer any medications which they are required to take during the school day.

1203 Administering Medication

Bargaining unit members may volunteer to serve as custodians of medication and/or to administer medication in accordance with state law and Board policy.

Employees who volunteer to serve as custodians and/or to administer medication shall be offered training periodically on medication and administering medication. If no bargaining unit members volunteer to administer medication in a building and the principal is not available, the administration may assign the teacher-in-charge in that building to this duty.

Employees who decline to volunteer shall not be subject to any reprisals.

Staff training in CPR, AED, and Heimlich Maneuver shall be offered free of charge to teachers at least once every two (2) years.

1204 Emergencies

Nothing in this section should be interpreted as discouraging employees from administering emergency care.

ARTICLE 13 – PROGRESSIVE DISCIPLINE

Teachers/bargaining unit members shall not be disciplined without just cause in compliance with the progressive discipline procedure set forth below.

Based upon the severity of the situation, disciplinary action may warrant deviation from the procedural order below.

Oral Reprimand
Written Reprimand
Unpaid Suspension 2-4 days
Unpaid Suspension 5 or more days
Further discipline shall be in accordance with ORC 3319.16

Any written record of disciplinary action will be kept in the employee's personnel file. Oral reprimands will not be added into teacher/bargaining unit members' personnel files.

Any previous oral reprimands that have been placed into teacher/bargaining unit members' personnel files will be removed.

An oral reprimand may not be grieved beyond the Superintendent's level.

ARTICLE 14 – MISCELLANEOUS

1401 All Inclusive

The parties acknowledge that during the negotiations each had unlimited right and opportunity to make demands and proposals on any subject within the scope of bargaining.

1402 Successor Contract

The successor contract shall include all items agreed to during current negotiations as well as all unaffected portions of the existing contract.

1403 Management Rights

The Board hereby retains and reserves unto itself, except as limited by the specific and express terms of this contract, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Ohio, and the United States, including, but without limiting the generality of the foregoing, the right to:

A. 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 public employer, standards of services, its overall budget, utilization of technology, and organizational structure;

B. Direct, supervise, evaluate, or hire teachers/bargaining unit members;

C. Maintain and improve the efficiency and effectiveness of operations;

D. Determine the overall methods, process, means, or personnel by which operations are to be conducted;

E. Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain teachers/bargaining unit members;

F. Determine the adequacy of the work force;

G. Determine the overall mission of the employer;

H. Effectively manage the work force;

I. Take actions to carry out the mission of the public employer.

The employer is not required to bargain on subjects reserved for management and direction of the governmental unit except as affect wages, hours, terms, and conditions of employment, and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement.

1404 No Strike

The Association does hereby affirm and agree that it will not engage in a failure to report to duty, willful absence from one's position, stoppage of work, slowdown or abstinence in whole or in part from the full, faithful, and proper performance of regular professional duties or employment obligations.

If any violation of this article occurs, the Association shall notify all bargaining unit members that the strike, slowdown, or work stoppage is prohibited, is not sanctioned by the Association, and order all bargaining unit members to return to work immediately.

In the event of a violation of this clause, the Board may exercise its options under ORC 4117.

After the expiration of this Agreement and exhaustion of the Dispute Resolution Procedures in Section 408, the Association may exercise its rights pursuant to Chapter 4117 of the Revised Code.

1405 Non-Discrimination

The Board shall not discriminate with regard to disability, race, color, creed, ancestry, national origin, sex, religion, marital status, military or veteran status, age, activities outside the work place, political opinions or political affiliations. The employer shall not discriminate against employees because of membership in the Union or participation in Union activities. However, nothing herein should be interpreted as preventing the Board from disciplining or discharging a teacher for conduct which is illegal or which courts have ruled is a basis for discipline or discharge.

1406 Criminal Records Check

Bargaining unit members shall be responsible for completing statutorily mandated records checks and the board shall pay all charges involved with mandatory records checks.

1407 School Calendar

Not later than February 15th of each school year, the Board of Education will issue two (2) school calendar options which are acceptable to the Board of Education. The first (1st) day of instruction can be no earlier than the third (3rd) full week of August but no later than August 31st, and the first (1st) semester must end prior to Christmas break beginning. The SEA may submit input to the Board of Education on the school calendar no later than February 5 of each year. Prior to February 28, a vote of SEA

teacher/bargaining members and administration of the Shelby City Schools shall be conducted by the Superintendent or his designee. The ballot shall contain both options previously issued by the Board. The ballots shall be counted in the presence of the SEA President. The option receiving the simple majority of votes shall be certified by the Superintendent as the winner and that option will be adopted by the Board of Education as the school calendar for the next school year.

1408 Employment of Retirees

A. Procedure

1. When a bargaining unit member desires to retire and be rehired after retirement, a letter indicating their provisional retirement must be submitted by February 1 of the year the member plans to retire.

2. The Superintendent will respond by February 28 indicating whether or not he/she will be accepted as a re-employee of the District.

3. The Board shall take action by the March board meeting on the Board's acceptance of the member's retirement and the Board's commitment to rehire the retiring member for the following year.

B. Step and Educational Column

The retiring bargaining unit member will be re-employed at Step ten (10) and the education level that matches their qualifications on the salary schedule. Nevertheless, the Superintendent shall have the express right to place a newly hired employee at a higher step on the salary schedule according to his/her training and experience if the Superintendent deems it advantageous to the district to do so.

C. Contract Sequence

The retiring bargaining unit member will receive a one-year contract, automatically non-renewed at the end of the year. They are not eligible for a continuing contract. The retiring bargaining unit member may request to be hired for an additional year but understands that it is solely at the Board's discretion to grant that request. Either the Board or the bargaining unit member may initiate discussion regarding an additional year contract. If members are rehired for additional years, they will not add steps in succeeding contracts.

D. Insurance

Each retiring bargaining unit member may select any plan offered through the District-selected provider for each plan year. The Board will pay 80% of the premium of any District-offered plan for full-time retiring bargaining unit members.

E. Sick Leave

Upon being rehired, the bargaining unit member will not begin with any accrued sick leave but will earn sick leave as set forth in this agreement.

F. Seniority

Retiring bargaining unit members will not retain their seniority in the district.

G. Severance

A retired member of STRS who is hired by Shelby City Schools shall not be eligible for a severance payment based on sick leave accrued during the year(s) that they were rehired after initial retirement.

1409 Duration

This agreement shall be in full force and effective from July 1, 2026, through June 30, 2029.

For the Board:

Scott Rose, President

Heather Braun, Vice-President

Michael Browning, Superintendent

Paul Walker, Assistant Superintendent

Madison Ratliff, Treasurer

For the Association:

Andrew Guertler, Association Co-President

Nathan Craig, Association Co-President

Rob Mahaney, Team Member

Marla Reynolds, Team Member

Paulette Ream, Team Member

Jennifer Steele-Rehberg

APPENDIX A

CERTIFIED GRIEVANCE FORM

Step I. Date of informal meeting with building administrator _____

Step II. Date written grievance submitted to building administrator _____

A. Problem to be resolved _____

_____

_____

B. Date of occurrence _____

C. Negotiated agreement provision allegedly violated _____

_____

_____

D. Suggested solutions/specific relief sought _____

_____

_____

_____

_____

_____ _____

Teacher's/Bargaining Unit Member's Signature Date

A. Date written grievance received by administrator _____

B. If conference requested, date of request _____

Date of conference _____

C. Action taken by building administrator

1. No authority to grant the relief requested _____
2. Other _____

_____

_____

_____ _____

Administrator's Signature Date

Step III.

A. Date hearing/appeal received _____

B. Date decision rendered _____

C. Decision _____

_____

_____

D. Date decision sent to grievant _____

_____ _____

Superintendent's Signature Date

APPENDIX B

SHELBY CITY SCHOOLS
FAMILY AND MEDICAL LEAVE FORM

_____ hereby requests Family Medical Leave
Employee's Name

commencing _____, 20___.

I anticipate return to my regular duties _____, 20___.

_____
Signature

_____
Date

REQUEST TO TRANSFER SICK LEAVE FORM

Article 701.A (Sick Leave) of the negotiated agreement between Shelby City Schools Board of Education and the Shelby Education Association allows staff members to transfer sick leave to a bargaining unit member who has exhausted all of his/her accumulated sick leave, including the five advanced days, and additional days are still needed.

Days may be transferred with the following conditions. Any bargaining unit member volunteering to transfer sick leave days shall:

1. not deplete his/her own accumulation below thirty-six (36) days.
2. donate up to a maximum of ten (10) days and a minimum of two (2) days per request, with a maximum of ten (10) days credited to the requesting employee.

The bargaining unit member requesting transferred sick leave will be credited with up to a maximum of twenty (20) days in any one school year. If a bargaining unit member has exhausted sick leave limits and a separate, yet different need for additional days were to occur, the member would be allowed to seek additional sick leave transfer days.

If you are interested in transferring part of your sick leave accumulation to

_____ who works as a _____,

please fill in the information below and return to the Treasurer at the Board of Education office.

Please transfer _____ days of my accumulated sick leave to the bargaining unit member listed above. I confirm that this transfer will not lower my accumulated sick leave days below thirty-six (36) nor is my donation for more than ten days of sick leave.

_____

Printed Name of Bargaining Member Donating Days

_____ _____

Signature Date

SHELBY CITY SCHOOL DISTRICT					
2026-2027 Teacher Salary Schedule					
Base	$ 42,022	4% Increase			
Years of					
Experience	BA	BA150	MA	MA15	MA30
0	$ 42,022	$ 44,018	$ 46,224	$ 47,485	$ 48,746
	1.0000	1.0475	1.1000	1.1300	1.1600
1	$ 43,829	$ 46,035	$ 48,451	$ 49,817	$ 51,183
	1.0430	1.0955	1.1530	1.1855	1.2180
2	$ 45,636	$ 48,052	$ 50,679	$ 52,149	$ 53,620
	1.0860	1.1435	1.2060	1.2410	1.2760
3	$ 47,443	$ 50,069	$ 52,906	$ 54,482	$ 56,057
	1.1290	1.1915	1.2590	1.2965	1.3340
4	$ 49,250	$ 52,086	$ 55,133	$ 56,814	$ 58,495
	1.1720	1.2395	1.3120	1.3520	1.3920
5	$ 51,057	$ 54,103	$ 57,360	$ 59,146	$ 60,932
	1.2150	1.2875	1.3650	1.4075	1.4500
6	$ 52,864	$ 56,120	$ 59,587	$ 61,478	$ 63,369
	1.2580	1.3355	1.4180	1.4630	1.5080
7	$ 54,671	$ 58,137	$ 61,814	$ 63,810	$ 65,806
	1.3010	1.3835	1.4710	1.5185	1.5660
8	$ 56,478	$ 60,154	$ 64,042	$ 66,143	$ 68,244
	1.3440	1.4315	1.5240	1.5740	1.6240
9	$ 58,285	$ 62,172	$ 66,269	$ 68,475	$ 70,681
	1.3870	1.4795	1.5770	1.6295	1.6820
10	$ 60,091	$ 64,189	$ 68,496	$ 70,807	$ 73,118
	1.4300	1.5275	1.6300	1.6850	1.7400
11	$ 61,898	$ 66,206	$ 70,723	$ 73,139	$ 75,556
	1.4730	1.5755	1.6830	1.7405	1.7980
12	$ 63,705	$ 68,223	$ 72,950	$ 75,472	$ 77,993
	1.5160	1.6235	1.7360	1.7960	1.8560
13	$ 65,512	$ 70,240	$ 75,177	$ 77,804	$ 80,430
	1.5590	1.6715	1.7890	1.8515	1.9140
14	$ 67,319	$ 72,257	$ 77,405	$ 80,136	$ 82,867
	1.6020	1.7195	1.8420	1.9070	1.9720
17	$ 69,000	$ 74,148	$ 79,506	$ 82,342	$ 85,179
	1.6420	1.7645	1.8920	1.9595	2.0270
21	$ 70,681	$ 76,039	$ 81,607	$ 84,548	$ 87,490
	1.6820	1.8095	1.9420	2.0120	2.0820
25	$ 72,362	$ 77,930	$ 83,708	$ 86,754	$ 89,801
	1.7220	1.8545	1.9920	2.0645	2.1370
27	$ 73,202	$ 78,875	$ 84,758	$ 87,860	$ 90,978
	1.7420	1.8770	2.0170	2.0908	2.1650
29	$ 74,043	$ 79,821	$ 85,809	$ 88,961	$ 92,112
	1.7620	1.8995	2.0420	2.1170	2.1920
33	$ 75,724	$ 81,712	$ 87,910	$ 91,167	$ 94,423
	1.8020	1.9445	2.0920	2.1695	2.2470

SHELBY CITY SCHOOL DISTRICT					
2027-2028 Teacher Salary Schedule					
Base	$ 43,283	3% Increase			
Years of					
Experience	BA	BA150	MA	MA15	MA30
0	$ 43,283	$ 45,339	$ 47,611	$ 48,910	$ 50,208
	1.0000	1.0475	1.1000	1.1300	1.1600
1	$ 45,144	$ 47,417	$ 49,905	$ 51,312	$ 52,719
	1.0430	1.0955	1.1530	1.1855	1.2180
2	$ 47,005	$ 49,494	$ 52,199	$ 53,714	$ 55,229
	1.0860	1.1435	1.2060	1.2410	1.2760
3	$ 48,867	$ 51,572	$ 54,493	$ 56,116	$ 57,740
	1.1290	1.1915	1.2590	1.2965	1.3340
4	$ 50,728	$ 53,649	$ 56,787	$ 58,519	$ 60,250
	1.1720	1.2395	1.3120	1.3520	1.3920
5	$ 52,589	$ 55,727	$ 59,081	$ 60,921	$ 62,760
	1.2150	1.2875	1.3650	1.4075	1.4500
6	$ 54,450	$ 57,804	$ 61,375	$ 63,323	$ 65,271
	1.2580	1.3355	1.4180	1.4630	1.5080
7	$ 56,311	$ 59,882	$ 63,669	$ 65,725	$ 67,781
	1.3010	1.3835	1.4710	1.5185	1.5660
8	$ 58,172	$ 61,960	$ 65,963	$ 68,127	$ 70,292
	1.3440	1.4315	1.5240	1.5740	1.6240
9	$ 60,034	$ 64,037	$ 68,257	$ 70,530	$ 72,802
	1.3870	1.4795	1.5770	1.6295	1.6820
10	$ 61,895	$ 66,115	$ 70,551	$ 72,932	$ 75,312
	1.4300	1.5275	1.6300	1.6850	1.7400
11	$ 63,756	$ 68,192	$ 72,845	$ 75,334	$ 77,823
	1.4730	1.5755	1.6830	1.7405	1.7980
12	$ 65,617	$ 70,270	$ 75,139	$ 77,736	$ 80,333
	1.5160	1.6235	1.7360	1.7960	1.8560
13	$ 67,478	$ 72,348	$ 77,433	$ 80,138	$ 82,844
	1.5590	1.6715	1.7890	1.8515	1.9140
14	$ 69,339	$ 74,425	$ 79,727	$ 82,541	$ 85,354
	1.6020	1.7195	1.8420	1.9070	1.9720
17	$ 71,071	$ 76,373	$ 81,891	$ 84,813	$ 87,735
	1.6420	1.7645	1.8920	1.9595	2.0270
21	$ 72,802	$ 78,321	$ 84,056	$ 87,085	$ 90,115
	1.6820	1.8095	1.9420	2.0120	2.0820
25	$ 74,533	$ 80,268	$ 86,220	$ 89,358	$ 92,496
	1.7220	1.8545	1.9920	2.0645	2.1370
27	$ 75,399	$ 81,242	$ 87,302	$ 90,496	$ 93,708
	1.7420	1.8770	2.0170	2.0908	2.1650
29	$ 76,265	$ 82,216	$ 88,384	$ 91,630	$ 94,876
	1.7620	1.8995	2.0420	2.1170	2.1920
33	$ 77,996	$ 84,164	$ 90,548	$ 93,902	$ 97,257
	1.8020	1.9445	2.0920	2.1695	2.2470

SHELBY CITY SCHOOL DISTRICT					
2028-2029 Teacher Salary Schedule					
Base	$ 44,581	3% Increase			
Years of					
Experience	BA	BA150	MA	MA15	MA30
0	$ 44,581	$ 46,699	$ 49,039	$ 50,377	$ 51,714
	1.0000	1.0475	1.1000	1.1300	1.1600
1	$ 46,498	$ 48,838	$ 51,402	$ 52,851	$ 54,300
	1.0430	1.0955	1.1530	1.1855	1.2180
2	$ 48,415	$ 50,978	$ 53,765	$ 55,325	$ 56,885
	1.0860	1.1435	1.2060	1.2410	1.2760
3	$ 50,332	$ 53,118	$ 56,127	$ 57,799	$ 59,471
	1.1290	1.1915	1.2590	1.2965	1.3340
4	$ 52,249	$ 55,258	$ 58,490	$ 60,274	$ 62,057
	1.1720	1.2395	1.3120	1.3520	1.3920
5	$ 54,166	$ 57,398	$ 60,853	$ 62,748	$ 64,642
	1.2150	1.2875	1.3650	1.4075	1.4500
6	$ 56,083	$ 59,538	$ 63,216	$ 65,222	$ 67,228
	1.2580	1.3355	1.4180	1.4630	1.5080
7	$ 58,000	$ 61,678	$ 65,579	$ 67,696	$ 69,814
	1.3010	1.3835	1.4710	1.5185	1.5660
8	$ 59,917	$ 63,818	$ 67,941	$ 70,170	$ 72,400
	1.3440	1.4315	1.5240	1.5740	1.6240
9	$ 61,834	$ 65,958	$ 70,304	$ 72,645	$ 74,985
	1.3870	1.4795	1.5770	1.6295	1.6820
10	$ 63,751	$ 68,097	$ 72,667	$ 75,119	$ 77,571
	1.4300	1.5275	1.6300	1.6850	1.7400
11	$ 65,668	$ 70,237	$ 75,030	$ 77,593	$ 80,157
	1.4730	1.5755	1.6830	1.7405	1.7980
12	$ 67,585	$ 72,377	$ 77,393	$ 80,067	$ 82,742
	1.5160	1.6235	1.7360	1.7960	1.8560
13	$ 69,502	$ 74,517	$ 79,755	$ 82,542	$ 85,328
	1.5590	1.6715	1.7890	1.8515	1.9140
14	$ 71,419	$ 76,657	$ 82,118	$ 85,016	$ 87,914
	1.6020	1.7195	1.8420	1.9070	1.9720
17	$ 73,202	$ 78,663	$ 84,347	$ 87,356	$ 90,366
	1.6420	1.7645	1.8920	1.9595	2.0270
21	$ 74,985	$ 80,669	$ 86,576	$ 89,697	$ 92,818
	1.6820	1.8095	1.9420	2.0120	2.0820
25	$ 76,768	$ 82,675	$ 88,805	$ 92,037	$ 95,270
	1.7220	1.8545	1.9920	2.0645	2.1370
27	$ 77,660	$ 83,679	$ 89,920	$ 93,210	$ 96,518
	1.7420	1.8770	2.0170	2.0908	2.1650
29	$ 78,552	$ 84,682	$ 91,034	$ 94,378	$ 97,722
	1.7620	1.8995	2.0420	2.1170	2.1920
33	$ 80,335	$ 86,688	$ 93,263	$ 96,718	$ 100,174
	1.8020	1.9445	2.0920	2.1695	2.2470