

# SHELBY CITY SCHOOLS

This agreement made and entered into by and between the Board of Education of The Shelby City School District, hereinafter called the Board, and Michael Browning, hereinafter called the Superintendent, that the said Board in accordance with its' action as found in the minutes of its Regular meeting held on the 15th of December 2025.

## **1. Term of Contract**

The term of this Contract shall be three (3) years, commencing on August 1, 2026, and ending on July 31, 2029.

## **2. Professional Certification**

The Superintendent will furnish a valid and appropriate certificate to serve as a Superintendent of Schools in the State of Ohio throughout the life of this contract.

## **3. Duties**

The Superintendent will devote his full time and effort to perform the duties of the Superintendent of Schools in and for the public schools in said district as prescribed by the laws of the State of Ohio and by the rules, regulations, and position descriptions adopted by the Board.

## **4. Days to Be Worked**

The Superintendent's rate of pay shall be calculated based on two hundred sixty (260) days. The Superintendent shall devote the time and energies necessary to perform the duties specified during regular business hours. Still, it is expressly understood and agreed that the duties of this position will require the Superintendent to work outside regular business hours and may require him to work more than forty (40) hours per week.

## **5. Salary**

The Board shall pay the Superintendent an annual salary not less than his previous year's salary.

Salary is to be paid in equal installments following Board policy, subject to all deductions required by law. The Board may increase the salary of the Superintendent during the term of this Contract, but in no event shall the Superintendent's salary be reduced, except as provided in the law of Ohio.

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## 6. Other Compensation

a. The Board shall provide and pay for the Superintendent's share of all health, dental, vision, or other insurance benefits being provided to licensed staff members at the time this Contract is entered into, provided, however, that the Board reserves the right to change carriers or its method of insurance during the term of this Contract. At the discretion of the Board, these benefits may be increased, but not decreased, during the time of the Contract.

b. The Board shall procure and pay for a term life insurance policy equal to the average base salary of the contract, rounded to the nearest \$10,000, payable to such beneficiary or beneficiaries as the Superintendent may designate. (Average base salary of this contract is rounded to \$150,000)

c. The Board shall "pick-up" and pay directly to the STRS the full employee's share of regular STRS contributions, such "pick-up" to be a mandatory condition of employment and not at the option of the Superintendent. The Board will also pay the employer and employee STRS contributions on this "picked-up" amount, commonly called "pick-up on the pick-up." During the term of this Contract, this pick-up shall be a condition of the Superintendent's intention of the parties that this pick-up amount be included in the Superintendent's employment in the School District and shall not be at the Superintendent's option. The parties intend that this picked-up amount be included in the Superintendent's compensation to calculate retirement benefits. It is also the intention of the parties that this pick-up, together with contributions on the pick-up, be made with respect to all compensation provided under this Contract, consistent with prevailing law and STRS regulations, unless otherwise specifically provided herein.

If, during the term of this Contract or before its effective date, legislation is enacted and becomes effective that would prohibit the payment by the Board of the Employee's share of retirement contributions on the Superintendent's behalf, but which would allow such payments to be deducted from the Superintendent's pay and treated as employer contributions, the Board shall add to the Superintendent's salary the amount of the employee contribution previously picked up. The Board shall then deduct such amount from the Superintendent's salary and pay such amount directly to the STRS on the Superintendent's behalf (a salary reduction pick-up). Such salary reduction pick-up shall become a condition of the Superintendent's employment under this Contract, and not at the Superintendent's option. Such adjustments to the salary of the Superintendent shall not alter any per diem pay calculations made under any other provision of this contract.

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- d. The Board shall pay the Superintendent's membership fees in national and state professional organizations and the Shelby Rotary Club in an amount not to exceed \$5,500 per contract year without prior Board approval.
- e. The Board shall pay the Superintendent's share of the Medicare tax.
- f. In addition to the benefits mentioned above, the Superintendent shall be entitled to all benefits which are provided to other administrative employees of the district and which do not duplicate the above, including but not limited to sick leave, personal leave, and other leaves and insurance.
- g. The Board shall pay an annuity equal to 7% of the base salary each contract year on behalf of the Superintendent to his designated elected annuity company.
- h. The Board shall reimburse the Superintendent up to 6 credit hours of tuition reimbursement per fiscal year.

## **7. Vacations and Holidays**

The Superintendent shall be entitled to thirty (30) vacation days with pay each year the Contract is in effect and to the following twelve (12) holidays: New Year's Eve Day, New Year's Day, Martin Luther King Day or President's Day, Good Friday, Memorial Day, Juneteenth, July 4th, Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve Day, and Christmas Day. The Superintendent shall accumulate no more than sixty (60) days of vacation and may rollover no more than forty (40) vacation days per year, but unused vacation leave, up to a maximum of fifteen (15) days per year, shall be paid to the Superintendent annually upon request at his current per diem rate of pay. In the event of his death, any unused vacation shall be paid in accordance with Section 2113.04 of the Ohio Revised Code, or to his estate. The Superintendent shall schedule vacations to minimize disruption to school operations at times acceptable to the Board.

## **8. Sick Leave/Severance**

The Superintendent shall be entitled to the use of and to accumulate sick leave in accordance with Ohio law and Board Policy. Upon separation from employment with the district, the Superintendent shall be entitled to be paid at his current per diem rate of pay of one-fourth (1/4) of his accrued but unused sick leave at the date of separation. Such payment shall extinguish the Superintendent's sick leave for the purpose of future employment in Ohio.

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## **9. Residency**

The Board shall not require the Superintendent, as a condition of his employment, to reside within the school district.

## **10. Expenses**

The Board shall reimburse the Superintendent for all actual and necessary travel and other expenses required in the performance of the official duties during employment under this Contract, subject to such limitations as provided by law and by Board policy.

## **11. Liability Insurance**

The Board agrees to provide the Superintendent with professional liability insurance as permitted by Ohio Revised Code Sections 3313.203, 2744.07, and 2744.08.

## **12. Professional Growth**

The Superintendent shall be encouraged to attend professional meetings, and the school district shall pay the actual and necessary expenses of said attendance to the extent permitted by Board policy.

## **13. Evaluation**

The Board shall evaluate the Superintendent in accordance with its adopted policy prior to any consideration of the subsequent contract term.

## **14. Contract Termination**

This contract may be terminated by:

- a. Mutual agreement of the parties;
- b. Resignation, retirement, disability, or death of the Superintendent; or
- c. Termination by the Board in accordance with the laws of Ohio.

## **15. STRS Obligations**

The Superintendent agrees that he has been notified of and accepts his duties and obligations under Sections 3307.01 to 3307.72 of the Ohio Revised Code, relating to the State Teachers Retirement System (STRS).

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## 16. Savings Clause

If any portion of this Contract is ruled to be illegal due to conflict with State or Federal law, the remainder of the Contract shall remain in full force and effect; further, this Contract does not constitute any obligation, either written or implied, for reemployment beyond the term set forth herein.

Wherefore, the parties have indicated their agreement to the above terms by affixing their signatures below.

### Board of Education of the Shelby City School District

\_\_\_\_\_  
Scott Rose, Board President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Madison Ratliff, Treasurer

\_\_\_\_\_  
Date

### Superintendent

\_\_\_\_\_  
Michael Browning

\_\_\_\_\_  
Date