

PHILOSOPHY OF EDUCATION
Resolution No. 70-2-47
Adopted by the Board of Education, February 9, 1970

The educational organization, administration, development and programs within our school system are to be guided by the following premises:

- A. All children are entitled to a public education that will encourage the fullest development of their individual talents.
- B. Learning is essential to individual independence and the general welfare of the changing American society.
- C. Effective learning develops both intellectual and emotional qualities and is for action; its proper evaluation lies in the quality of resultant activity, not mere response.
- D. Organized education, a deployment of human and material resources as means toward learning, implies learning for all – students, teachers, administrators – at different levels of understanding and maturity.
- E. Organized education is at its best when graced with experimental attitudes and dedicated to the proposition that all issues between organization and learning shall be resolved in favor of learning.
- F. All rewards and penalties adopted in the organization of education become legitimate only insofar as they assist learning.
- G. For purposes of learning and growth, internal motivations are more valuable than the external, such as, grades and competition.

The primary people in our school system are first, the students, and next, the teachers. Accordingly, they will be given primary consideration in any action taken by the Board of Education.

Our school system will provide training in the basic skills.

Our school system should provide a framework in which basic problem-solving and personal adjustment methods can be learned in an orderly, phased, and wholly accessible manner.

Our school system should educate toward both responsibility and responsiveness. It should provide greatly enriched conditions for individual growth in self-awareness, in a larger social awareness, and in controlled and meaningful response both to inner and to outer influences. It should strive to heighten the developing student's appreciation of the cultural and individual diversity within the human family, and improve his/her skill in working harmoniously and creatively with that diversity, since this is a rich resource for innovative and successful growth.

A major effort of the teaching-learning process should be the early development of positive self-assurance and the continuing development of individual potential to deal with a changing society, to think rationally and creatively, to be independent and productive, and to choose rewarding life activities. Thinking, creativity, independence, productivity, and activity are also characterized by individual differences. Yet they must meet external requirements, and these change with the changing society.

COLLABORATIVE PHILOSOPHY

The Board and the Union recognize the value of educational innovations in best serving the students of the district. New and dynamic techniques and procedures that will enhance the educational opportunities for our students ought to be implemented through collaborative efforts. With such beliefs, the Union and Board support the development of mutually agreed upon labor management committees to address issues which have the potential of enhancing educational opportunities for our students. In all cases, the labor management committees shall take into account state and federal law, Board of Education policy, the collective bargaining agreement and availability of funds.

To promote student achievement, the Board and the Union agree that planning and instruction shall align to State Content Standards. The Board and the Union will collaborate to ensure that access to and support for implementation of the State Content Standards is provided.

**RECOGNITION AGREEMENT
AND
NEGOTIATIONS PROCESS
between
The Cleveland Heights–University Heights Board of Education
and the
Cleveland Heights Teachers Union**

PREAMBLE

1. **WHEREAS**, the parties to these negotiations have a common goal of providing the best possible education for the students of this district: and
2. **WHEREAS**, success of this school district is dependent, among other things, upon the mutual understanding and cooperation between the teachers and the Board; and
3. **WHEREAS:** the Cleveland Heights Teachers Union, hereinafter referred to as the "Union", has been duly elected as the exclusive bargaining representative to represent a unit which is defined as all classroom teachers, guidance counselors, school psychologists, school social workers, certificated/licensed librarians, non-certificated/licensed librarians, ancillaries, media technicians, stage directors, language/speech pathologists, school nurses, Coordinator of Child Attendance and Accounting, Child Services Specialists, Drug and Alcohol Counselor, Multicultural/Staff Development Specialists, Research and Program Development Specialist, Coordinator of Testing, Home/School Liaison, EMIS Student Data Coordinator/Systems Analyst, Career Education Coordinator, Registrar/Assessment Coordinator, Research Assistant Coordinator of IMHOTEP, Guidance Technician, Occupational Therapist, Instructional Coach, short-term, on-call substitute teachers in matters of wages only, and long-term substitute teachers as defined in Section 25.05 and subject to the limitations in Section 25.05, but excluding from all the foregoing, those in administrative positions. In the event that SERB rules any of these positions should be included in another bargaining unit that position will be removed from the bargaining unit immediately. The recognition is for the purpose of discussing with the Board or its representative matters as designated in paragraph 4 hereof.
4. **WHEREAS**, the Board of Education thereafter, on July 7, 1971 adopted the following Resolution:

The Board of Education will discuss with the Cleveland Heights Teachers Union, as the representatives of the teachers on matters concerning salaries and such other matters pertaining to terms and conditions of employment as the Board and the Cleveland Heights Teachers Union, may agree are proper subjects for discussion. This recognition will be continued for a period of two years from the date hereof on condition that the Cleveland Heights Teachers Union represents all the teachers without regard to membership or participation in or association with the activities of any teachers organization.

The Board will reconsider the above Resolution at such time as collective bargaining legislation may become effective in Ohio. At that time the Board may continue the policy set forth in the Resolution, or amend, modify or terminate such policy: and
5. **WHEREAS**, after extended negotiations, the Board and the Union have reached agreement:

Therefore, be it resolved, that the following policies are adopted:

CONTRACT

1.0 RECOGNITION

The recognition which began on July 1, 1971, wherein the Cleveland Heights–University Heights Board of Education (hereinafter referred to as "Board") recognized the Cleveland Heights Teachers Union (hereinafter referred to as "Union") as the sole and exclusive bargaining agent for all members of the bargaining unit, shall continue until August 1, 1997, and for successive three-year periods unless between January 10 and January 20 of the year in which recognition terminates 50 percent or more of those eligible to vote petition the Board for a new election. In that event, the election shall be conducted in the manner set forth in a letter dated September 26, 1967, signed by Messrs. Roberts, Warner and Loomis, except that the election shall be conducted between February 10 and February 20.

To the extent this provision is inconsistent with the provision of said letter of September 26, 1967, or any Board resolution heretofore adopted, this provision shall govern.

2.0 EXCLUSIVE BARGAINING AGENT

The Union having earned the right as sole and exclusive bargaining agent, the Board shall neither contribute to nor encourage the creation or growth of any rival organizations which have had or seek bargaining rights. The Board specifically agrees not to honor dues/check-off deduction authorizations by any employee in the bargaining unit in favor of any other labor or representational organization.

2.01 The Union agrees to continue to represent and accept into membership all members of the bargaining unit, without discrimination on the basis of race, color, religion, national origin, gender, ancestry, age, disability or sexual orientation.

2.02 The Board agrees to continue its policy of not unlawfully discriminating against any employee on the basis of race, color, religion, national origin, gender, sexual orientation, disability or age, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment of members of the bargaining unit.

3.0 EFFECTIVE DATES OF THE AGREEMENT AND NEGOTIATIONS PROCEDURE

3.01 This agreement shall become effective on July 1, 2008, except as otherwise provided for herein and shall remain in effect until June 30, 2011, and shall be binding upon the Board and the Union as well as upon their successors until June 30, 2011, except as modified through negotiations provided for in the succeeding paragraph. This agreement is between the Board and the Union on behalf of the members of the bargaining unit described in Section 3 of the Preamble. This unit is currently represented by the Union, and the agreement was reached through negotiations with the Union. In the event all or a part of said unit described in Section 3 of the Preamble is hereinafter represented by a different organization, negotiations shall be had only on the date provided for herein and shall be directed toward a new agreement or an amendment of the within agreement to become effective on June 30, 2011.

3.02 Negotiating Procedure

3.021 Negotiations shall begin as herein before provided in February, 2011 for a July 1, 2011 Agreement.

3.022 The Board and the Union shall each designate a team of not more than six to represent it at negotiations. Substitutions may be made at any time.

3.023 Tentative Agreements

Each team shall designate a spokesperson who shall have the power to sign tentative agreements.

Signature on tentative understandings shall not be binding but is merely to indicate agreement among the negotiators on a particular item to be incorporated into the finally negotiated overall agreement if agreement is reached on all matters.

If agreement is reached among the negotiators, the Union negotiators agree to recommend ratification and the Board negotiators agree to recommend ratification.

3.024 Unless alternative procedure is otherwise agreed to pursuant to Section 3.030, by the second negotiation meeting, the parties will exchange complete proposals on proposed matters for negotiation. Except where mutually agreed upon, additional items shall not be submitted after the second meeting.

3.025 Copies of any and all public records deemed to be relevant to negotiations, or reasonably necessary for the proper enforcement of terms of these policies, shall be made available by the Board to the Union upon its request. Requests for such records shall be directed to the Superintendent or the Treasurer and they or administrative personnel designated by them shall be responsible for the furnishing of such records.

3.026 Prior to May 1, no press releases shall be given by any member of the negotiating teams or by either side except by mutual agreement.

3.027 Each team shall bargain in good faith, and no meeting shall end without the scheduling of the next meeting.

3.028 When agreement is reached between the negotiators, it shall be reduced to writing and shall be submitted by the Union for ratification and if ratified shall be submitted to the Board for adoption. In such event, the Board shall then make the agreement a part of its official minutes.

3.029 Mediator Procedure

If agreement is not reached fifty-one (51) days prior to the expiration of the current contract the parties shall jointly notify the Federal Mediation and Conciliation Service (FMCS) that a mediator is required to assist the parties. Thereafter, mediation shall commence in accordance with a schedule established by the mediator.

The procedure above represents the sole and exclusive dispute resolution procedure between the parties, and no other dispute resolution procedure shall be utilized, including fact-finding, mediation, conciliation, or those established by O.R.C. 4117.14.

3.030 Alternative Procedure

The parties shall meet at least six (6) months prior to the expiration of the Agreement to discuss whether an alternate negotiations procedure (e.g., Interest Based Bargaining, Condensed Bargaining, Modified Traditional, etc.) shall be used instead of the traditional procedure described above. If an alternative negotiations procedure is agreed upon by the parties, ground rules will be established at that time, which shall include an agreement addressing the possibility of a transition to traditional bargaining should that become necessary.

4.0 PRINTING AND DISTRIBUTION OF THE AGREEMENT

4.01 The Board will continue as in the past to print the Agreement for distribution to the members of the bargaining unit.

- 4.02** The format of the printed Agreement shall be determined in conference with the union negotiators.
- 4.03** The Board may add at the end of the printed Agreement a section of its own entitled General Regulations of the Board of Education.

5.0 UNION DUES AND SERVICE FEES

- 5.01** The Board will deduct from pay of each employee who so authorizes it to do so the required amount of fees for the payment of Union and COPE dues on a monthly or other basis. The authorization shall comply with the provisions of the law and shall be revocable between September 1 and 10 of each year.
- 5.02** The Union recognizes its obligation to fairly and equitably represent all members of the bargaining unit, whether or not they are members of the Union. For this service, effective September 1, 1984, the Union may assess a fair-share service fee, not to exceed the amount of dues uniformly required of members of the Union, against non-members of the Union as provided in this section. The fees charged against non-members who work less than full time shall be as hereafter set forth but, in any event, shall not exceed the amount of dues charged to a Union member who is working less than full time.
- 5.03** The fair-share service fee or Union dues shall be collected by the Board, via ten monthly payroll deductions per year, from all employees of the bargaining unit employed part or full time as defined in Section 3 of the Preamble. No fee shall be charged or collected from substitutes. No member of the bargaining unit is required, by this section, to become a member of the Cleveland Heights Teachers Union.
- 5.04** The Board shall inform all employees and all new hires that they are obligated, as a condition of employment, to pay a fair-share service fee after sixty (60) days of their hire. No service fee shall be assessed or collected during the first sixty (60) days of employment of a new hire. The service fee assessed against a returnee from a leave of absence shall begin in the month of their return. The fee charged to members of the Unit who work less than full time shall, subject to paragraph 3.01, be: 37.5% or more - full service fee: Less than 37.5% - a proportion based upon percentage of time worked.

The Board shall provide once per year, on request, a list of all members of the bargaining unit, and the fair-share service fees and dues deductions; a list of new bargaining unit members; a list of bargaining unit members returning from leaves of absence; a list of bargaining unit members granted leaves of absence and a list of employees who terminate employment.

- 5.05** The union assures the Board that the Union's fair share fee procedures and procedures to challenge fair share rebates comply with and satisfy all legal requirements.

The Union shall provide to the Board a copy of the Union's rebate procedure. The Union shall also provide to the Board any revisions or amendments to the fair share fee and rebate procedures at the time such revisions or amendments are adopted. A "Procedure to Challenge" is on file at the Board of Education.

- 5.06** Any member of the bargaining unit who objects to the payment of the fair-share service fee by reason of membership in and adherence to the tenants or teachings of a bona fide religion or religious body which has historically held conscientious objections to joining or financially supporting an employee organization and which is exempt from taxation under provisions of the Internal Revenue Code may submit proper proof of religious conviction to the State Employment Relations Board to seek a declaration from the board that the member not be

required to financially support the local in accordance with the provisions of Section 4117.09(C).

It is recognized that SERB shall, if it finds that the employee is not to be required to pay a service fee, require payment of an equal amount to a non-religious charitable fund pursuant to the requirements of Section 4117.09(C).

- 5.07** In the event any member of the bargaining unit from whom a service fee is charged, shall object to the imposition of such fee, either on the grounds that the amount charged is inaccurate or that the bargaining unit member is not one against whom a service fee may be assessed, this shall be discussed with the Union in an effort to resolve the dispute.

Subject to the above, the Union agrees to hold the Board harmless and to defend the Board in any suit, claim or administrative proceeding, arising out of or connected with the imposition, determination or collection of service fees or dues, to indemnify and defend the Board for any liability imposed on it as a result of any such suit, claim or administrative proceeding. Such indemnification and defense shall not extend to claims against the Board for discrimination on the basis of race, color, religion, national origin, sex, ancestry, age or disability, or because of clerical or other errors by Board employees. For purposes of this Section, the term "Board" includes the Board of Education of the Cleveland Heights-University Heights City School District, its members, the Treasurer, Superintendent, and all members of the administrative staff. Should this indemnification agreement be found invalid or void by any court, the entire Section 3.0 may be reopened for negotiations by request of either party.

6.0 NO STRIKE

The Union agrees not to sponsor, participate in, or call a strike during the terms of this agreement, and agrees that if it does sponsor, participate in, or call a strike, it shall forfeit its right to dues check-off and that upon the happening of such event, the Board may discontinue its check-off privileges.

7.0 UNION ACTIVITIES - REPRESENTATION AT PROFESSIONAL ACTIVITIES

7.01 Union Representatives

The Union shall designate two people to participate in professional or organizational activities in regard to the enforcement of the agreement. The Union President shall notify the Director of Human Resources, in writing, by the end of each school year as to the two individuals for the successive school year. Should the Union President fail to so notify, the designees shall be the President and 1st Vice President of the Local.

The Union President shall be assigned duties for the first two periods of the day and shall then be released to attend to Union business. In addition, the Union President shall be granted up to thirty (30) days of released time with pay per school year for the purpose of representing teachers and attending to Union and PTA business.

The building principal shall arrange the program of the First Vice President or designee other than President so that he/she will teach all classes consecutively from the first of the day. For the purpose of carrying out professional and organizational activities, this designee shall be released from the conference period to the extent that it is not required for other school matters, duty period, homeroom, and lunch period.

The First Vice President or designee other than President, if holding a 190-day contract, shall be released no later than the close of the fifth period or no later than 12:30 p.m. at the assigned building if no period schedule exists.

Should a First Vice President or designee other than President have a 200-day, 8:00 a.m. - 4:30 p.m. contract, said designee shall have a schedule arranged so as to allow release no later than 2:00 p.m. daily. The designee shall not have an assigned lunch period.

In the event a person assigned to an elementary school becomes a designee, a transfer to a middle or high school will occur and the appropriate assignment arranged. The designee shall not have a scheduled lunch period.

Every reasonable effort shall be made by the designees to attend post-class activities such as faculty meetings. However, the designees may absent themselves from such activities when their professional responsibilities as the designees of the bargaining unit so require and the business cannot be performed at another time. In such event the designees shall inform the principal of the intended absence.

7.02 Representation at Professional Activities

Effective 1993, by each June 30, the Union will pay to the Board an amount equal to the daily rate of pay for a Step 14 MA teacher times fifty (50) days.

In the event a designee, pursuant to Section 7.01, has a 200-day contract, the daily rate of pay for a step 14MA times 1.1 teachers shall be used to calculate the payment by the Union as described above. Should both designees hold 200-day contracts, the daily rate of pay for a Step 14 MA times 1.2 teachers shall apply.

7.03 Grievance Investigation

The Union shall designate not more than three individuals who shall have the right to enter all schools for the purpose of investigating grievances or potential grievances and conducting Union business, provided, however, that such activity shall not interrupt the education process, shall only be carried on during the regular school day and the visit shall only be made after notifying the office of the Building Principal.

7.04 New Teacher Orientation

The Union will provide two teachers to participate in at least one day, to be designated by the Superintendent, of Board orientation for new staff members, and no teacher organization other than the Union shall participate in the orientation program. In addition, the Board will provide a reasonable period of time for Union orientation which may or may not be a lunch or breakfast session.

Participation in orientation is a requirement for new staff members. New staff members may not be excused from any segment or orientation without the permission of the Director of Human Resources, and any so excused may be required to participate in a succeeding year.

The above paragraph will be distributed to all new staff members by the Human Resources Department.

7.05 Ohio Federation of Teachers Convention

During each year, so long as the Agreement remains in effect, the Board shall provide substitutes at Board expense for those teachers designated by the Union as delegates to the annual Ohio Federation of Teachers Convention. Teachers designated as delegates shall be permitted to attend the convention at their own expense but without loss of pay.

The maximum provided by the Board shall be either:

8.5	delegates for	4	days, or
11.33	delegates for	3	days, or
17.0	delegates for	2	days,

For any delegate sent beyond the above limits, the teachers designated shall be permitted to attend the convention at their own expense and without loss of pay, but the Union shall pay for substitutes.

The delegates shall not come from one school, but shall be from different schools so that no one school shall be left with a disproportionate number of substitutes.

7.06 Other Meetings

In addition to the leave provided under Section 7.05 for attendance at the Ohio Federation of Teachers Convention, ten (10) additional days leave shall be granted for attendance at Union regional, State or national professional meetings or other union business. The Union shall provide for all expenses including the cost of substitutes.

7.07 Newly Hired Employees/Employment Lists

The Superintendent's Office shall provide board agendas to the Union, and will include the staff personnel annual reappointments—annual contracts and continuing contracts including salaries of the certificated/licensed personnel who are members of the bargaining unit.

This shall not be construed to limit the provisions of paragraph 3.02 in the section of the Agreement entitled, "Negotiating Procedure."

7.08 Union Officers and Stewards - Assignment

Elected officers and building stewards of the Union shall not be transferred from their current building assignments for reason other than certification/licensure needs during the term of office for which they have been elected (officers - 2 year term; stewards - one year term. For purposes of this section, the term of office for stewards is September to June.)

7.09 Bulletin Boards, Mailboxes

Each school shall provide adequate space on the present bulletin board for Union materials for the purpose of communications with the bargaining unit. This shall not be interpreted to exclude others from the use of the bulletin board, but their use shall not deprive the Union of the exclusive use of the space reserved for the Union.

Material pertaining to tax-sheltered annuities and other investment plans will not be placed in the school mailboxes of employees represented in this contract without the permission of both the Superintendent and the Union President.

The Board of Education will continue, as it has in the past, to provide an inter-school mailbox for the Union at the Board's central office building.

8.0 PRE-EMPLOYMENT

8.01 An employee hired or rehired into the bargaining unit shall initially be placed on day-to-day status pursuant to O.R.C. §3319.10 provided, however, that all such employees shall receive the full contract rights, including rate of pay with placement on the salary schedule and benefits for the time they are on such status. These employees will receive a conditional offer of employment which shall remain intact until all pre-employment procedures, including the criminal history records check have been completed or for ninety (90) working days, whichever comes first. If

the pre-employment procedures are not completed after ninety (90) working days, the employee will receive regular contract status.

8.02 If during the pre-employment procedures occurring during the first ninety (90) working days of employment, the Director of Human Resources concludes the employee has misrepresented or falsified any documents or has failed to meet the requirements set forth in Policy 4113, the employee shall be released from employment and the conditional offer of employment shall be rescinded. The employee will not be entitled to any termination proceedings under O.R.C. §3319.16 nor to any proceeding under the contract or grievance procedure, except as set forth herein. Prior to release from employment, the District will follow these procedures:

- a. The District shall use the factors set forth in O.A.C. §3301-20-01 (D) (or such similar provision in the final regulations as adopted by the State Board of Education) in considering whether to release the employee.
- b. The employee will be entitled to a meeting or meetings for purposes of being informed of the facts and reasons for the decision to release the employee from employment and to provide the employee an opportunity to rebut or explain any alleged falsifications, misrepresentations or failures to fulfill the requirements of Policy 4113.
- c. Prior to any of the aforementioned meetings, the employee shall be given a copy of the FBI or BCI report, or such other documentation that indicates there was a falsification in the application process or a failure to fulfill the requirements of Policy 4113.
- d. The employee shall be informed of his/her right to union representation.

8.03 If pre-employment criminal history information is received after the first ninety (90) working days and reveals a failure to fulfill the requirements of O.R.C. §3319.39, the employee may be subject to being released from employment. Prior to release from employment, the District will follow the procedures set forth in Section 2, subsection a through d above. Further, the employee will not be entitled to any termination proceedings under O.R.C. §3319.16, but may file a grievance under the contractual procedure if the District, after consideration of the factors in O.A.C. §3301-20-01 (D), decides to release the employee from employment whether or not required to do so by the statute. If the grievance is taken to arbitration under this paragraph, the arbitrator may sustain a grievance only upon a finding that the District acted in an arbitrary or unreasonable manner in reaching its decision.

8.04 If after the employee has been placed on regular contract status, the Board receives information which reveals a failure to meet the requirements of Policy 4113 (other than for the reasons set forth in the preceding paragraph), or that the employee may have misrepresented or falsified any documents, that employee's employment may be subject to termination. If the District determines to initiate employment termination for such reason(s), it shall follow the procedures of O.R.C. §3319.16 and the employee shall be entitled to follow these procedures.

8.05 The Union will be provided a copy of all executed letters of conditional employment for employees who have begun work within the first week of that employee's service.

9.0 INDUCTION YEARS

9.01 The initial three (3) years of service by a limited contract teacher, except those who have attained continuing contract status elsewhere, will be considered induction years.

9.02 Induction teachers shall be required to participate in a teacher induction program that is collaboratively developed by the Administration and the Union or the LPDC. The extent of the participation required shall be determined by the LPDC.

10.0 CERTIFICATION/LICENSURE

Each teacher must comply with the teacher certification/licensure laws of Ohio and the regulations as determined by the state and local Board of Education. A valid Ohio certificate/license, as appropriate, must be filed in the Central Office to legalize payment of salary. Proper certification/licensure status is the responsibility of each certified/licensed employee. Evidence of such must be on file in the Human Resources Department. As a courtesy the Human Resources Department will continue to notify teachers regarding certification/licensure status. Copies of the notification letter will be sent to the Union.

Members of the bargaining unit shall be responsible for filing with the Human Resources Department all certificates and licenses issued to the member by the Ohio Department of Education.

No right or privilege concerning reduction of staff shall be asserted by a member of the bargaining unit under any newly issued certificate or license not on file as of March 20 of the school year that a reduction in staff takes place.

11.0 TRANSCRIPTS AND ADDITIONAL TRAINING

11.01 Official evidence of additional training, including transcripts of credits and for graduates, actual diploma of graduate degree conferred, must be submitted to the Superintendent on or before September 15 to be considered in determining salaries for the first semester and January 15 in determining any salary change for the second semester of the school year. All filing of credentials and credits is a responsibility of the teacher. Credit toward salary credit will not be given for in-service or graduate credit submitted later than one year after completion of the course except by the discretion of the Superintendent. Exceptions may occur only when specific course work relates to a new assignment. Where an employee has met all of the requirements for a particular degree prior to September 15 or January 15 but official transcripts are not yet available or the actual degree will not be conferred until after September 15 or January 15, an official document which states that the employee has met all of the requirements for the degree and which is signed by the academic dean, the registrar, or the equivalent will be temporarily sufficient for the employee to receive credit for the degree.

11.02 In addition to credit allowed at the time of a teacher's original employment by this system for teaching service outside this system, and in addition to credit for teaching service in this system, experience credit shall be granted for service in the armed forces of the United States to the extent of one year's credit for each full year of such service as evidenced by an honorable discharge certificate/license. Credit for a fractional year of military service shall be given if the fractional year is equal to at least one-half year. A fractional year of service of less than one-half year shall not result in any credit being given on the salary schedule. However, the maximum experience credit to be allowed for service in the armed services of the United States shall be an amount which, if combined with credit allowed for teaching service outside this system, shall total not more than five years.

Up to and including the MA degree, credit for advancement on the salary schedule will be based upon official college graduate credit as certified by training institutions which are approved by the State Department of Education; or by credits earned in staff development courses, in-service training courses, professional workshops and professional institutes, meeting standards of achievement and attendance and approved in advance by the Superintendent. (Undergraduate courses leading to certification/licensure taken by those holding a temporary certificate/license are not applicable to salary credit.)

11.03 Regulations concerning salary recognition beyond the MA on salary schedule category fall into three classifications:

11.031 An individual may take courses in the area of his/her current assignments, fulfilling the requirements of an advanced degree program in his/her current assignment, or in an area approved as part of the teacher's IPDP by the LPDC if it falls within the District's K-12

curriculum, without prior approval from the Superintendent. An individual who is taking graduate level courses in pursuit of two (or more) advanced degrees simultaneously shall receive prior approval from the Superintendent for enrollment in all except one of the advanced degree programs in his/her teaching assignment. Such individual shall receive salary credit beyond the MA schedule for credit hours earned upon completion of the requirements for the two (or more) advanced degrees awarded, provided that the requirements of the first sentence of this section have been satisfied.

11.032 In the event that a teacher's assignment is changed, and he/she has already embarked upon a doctoral program in his/her former assignment, he/she will be given salary credit to the pursuance and completion of that program.

11.033 An individual may take college graduate courses as certified by training institutions which are approved by the State Department of Education, staff development courses, in-service training courses, professional workshops and professional institutes meeting standards of achievement and attendance. Courses in these five classifications may be allowable, that upon evaluation and prior approval by the Superintendent, are within the individual's related teaching assignment or contribute to the improvement of the professional efficiency of the total job of public school teaching.

The Superintendent may also give prior approval to selected undergraduate courses that are prerequisite to a teacher's strengthening his/her area of assignment, such approval to be given on an individual basis.

11.034 Salary credit for graduate hours earned in workshops completed during approved (short-term) professional leaves shall be awarded in those instances where the employee pays the cost of tuition for the graduate credit.

12.0 PERSONNEL FILES

12.01 The Human Resources Department shall maintain the official teacher files at the central administration building. No other teacher file shall be considered to exist for purposes of documentation in all official matters, transfers, assignments, evaluations, grievances, or any other matters concerning the teacher.

12.02 Materials retained in files other than the official file shall not be considered as official.

12.03 No material of a derogatory nature about a teacher's service, conduct, character or personality shall be placed in the file, unless the teacher has had an opportunity to read such material, and the intent to place the material in the file has been expressly noted by the words, "copy Board Personnel File" or "c. Board Personnel File," or "cc. Personnel File," on the material.

12.04 The teacher shall acknowledge having read material by putting his name and the date when read on it. The signature indicates only that the teacher has read the material, not that he/she is in agreement with its content. If the teacher refuses to so acknowledge the reading, this fact shall be noted on the record along with the date of reading.

12.05 The teacher has the right to respond to any material filed and to have this response attached to the file copy.

12.06 Upon request, and between the hours of 8:15 a.m. and 4:00 p.m., the teacher shall be permitted immediately to examine his/her file and to reproduce any material in it.

12.07 Members of the bargaining unit may request removal from their personnel files of materials of a derogatory nature. The requests shall be made to the Director of Human Resources. Upon

making such request, the teacher shall be given an opportunity to justify his/her position and shall have the right to union representation. Materials shall not be removed unless:

- A. Three years have elapsed since the material was inserted and the issue has not occurred again; or
- B. The member is retiring or resigning.

The above shall not apply to composite evaluations.

13.0 CONTRACTS

13.01 The Board of Education shall issue limited and continuing contracts as prescribed and in compliance with the Ohio Revised Code. The following Sections, 13.02 through 13.07, are a short synopsis of some of the rules.

13.02 Contracts will be issued to certificated/licensed members only. It is the responsibility of the member to secure a certificate/license from the State Department of Education and register the certificate/license in the Human Resources Department.

13.03 To be eligible for a continuing contract for the ensuing September-June school year, members must have an 8-year professional certificate/license, a 5-year professional license, or a 4-year provisional certificate/license that was not eligible to be upgraded to an 8-year professional certificate/license due to the timeline changes in the certification/licensure/licensure standards in the State of Ohio. This certificate/license or license must be on file in the Human Resources Department prior to or on March 20th of the current school year.

It is also understood that members possessing a 5-year professional license or a 4-year provisional certificate/license must submit transcripts verifying a minimum of thirty (30) graduate semester hours of coursework from a higher learning institution that is accredited by the Ohio Department of Education prior to the March 20th deadline.

13.04 To be eligible for a continuing contract (tenure) the member must have been employed as a limited contract teacher in the district for three of the last five years and must be properly certificated/licensed or the member must have attained continuing contract status elsewhere, in which instance, the service time requirement in the district shall be two years. Exceptions to the two year requirement for previously tenured members must comply with the Ohio Revised Code, and must have the recommendation of the Superintendent.

13.05 Upon the recommendation of the Superintendent that a member eligible for continuing contract status be re-employed, and approval by the Board of Education, as prescribed and in compliance with the Ohio Revised Code, of the Superintendent's recommendation, a continuing contract shall be entered into between the Board and the member.

13.06 Members, eligible for continuing contract status, who have not attained continuing contract status elsewhere, may be temporarily re-employed for up to two years, under a limited contract(s), as prescribed and in compliance with the Ohio Revised Code, or if recommended by the Superintendent and approved by the Board. If a bargaining unit member is given such limited contract, the employee will be provided recommendations on the evaluation form for performance improvement.

13.07 Members certificated provisionally, professionally or higher, in more than one area and more than one discipline, shall be eligible for continuing contract status based on the professional, permanent or life certificate, or 5-Year License regardless of the area or discipline in which the member is assigned.

14.0 SENIORITY

- 14.01** Seniority shall be here defined as length of service in this school system, being total length counted in years and fractional parts of years. In determining length of service, absences based upon the granting of a leave of absence shall not be included.
- 14.02** All teachers shall return to their last previous assignment unless there shall have been a transfer planned and/or effected.
- 14.03** Each spring the Human Resources Department shall publish certificated/licensed bargaining unit vacancies so that bargaining unit members can request consideration. In addition, each certificated/licensed bargaining unit member shall receive a preference request form between March 1 and March 15. The preference form shall be returned by April 1st. Each teacher shall receive his/her tentative class assignment in writing no later than June 1 of each school year. Vacancies that occur after the spring vacancy publication through August 15 will be posted on the Human Resources Bulletin Board at the Board of Education building, or Human Resources website, with a copy to the Teachers Union office. After receipt of a written resignation after August 15 and prior to the spring vacancy publication, the Human Resources Department will notify the Union President of any vacancy.

15.0 PROCEDURES IN THE EVENT OF REDUCTIONS IN STAFF AMONG EMPLOYEES CERTIFIED PURSUANT TO SECTION 3319.22, OHIO REVISED CODE

Reduction of staff because of budgetary constraints, declining enrollments, changing course offerings and selections, and other comparable factors shall be accomplished as follows.

15.01 Attrition

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

15.02 Non-Renewal and Suspension of Contracts

Reductions not achieved through attrition will be made by not renewing limited contracts of employment. Notice of non-renewal will be given on or before April 30 in accordance with Section 3319.11, Ohio Revised Code.

Suspension of contracts of tenured teachers shall be in compliance with and pursuant to requirements of the Ohio Revised Code and in such event a list to be used for restoration to continuing service status shall be established.

15.021 Seniority

Employees with longer continuous service ordinarily will be retained in preference to those with less continuous service certified to teach in the same field. The order of preference for retention among or between employees with the same length of continuous service, certified to teach in the same field, and equally qualified for retention, will be determined by lot.

15.022 Factors other than Seniority

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

15.023 Measuring Length of Service

For the purpose of determining preference for retention, length of continuous service in employment with the School District will be measured on the basis of the length of actual uninterrupted service without regard to the particular number of hours or days worked by employees during the period of service. Length of continuous service will not be interrupted or affected by authorized leaves of absence with pay or authorized leaves of absence without pay for illness or disability, including pregnancy. Leaves of absence without pay other than for illness or disability, including pregnancy, will result in a proportionate decrease in length of continuous service. The continuous service of an employee who has returned to employment following resignation or other termination of employment will be measured from the date of return.

16.0 HOURS OF EMPLOYMENT

16.01 The teachers' school year shall consist of 190 days of service, 38 weeks, in accordance with the official school calendar. Librarians are to work the same year as teachers with libraries opening the first day of school and closing the last day of school.

16.011 The normal work day at school for teachers is 8:15 a.m. to 3:45 p.m., except that if the District proposes a modification of the starting and ending time, such hours may be shifted only if agreed by the individual teacher.

16.012 The normal work day for middle school and high school librarians is 8:15 a.m. to 4:15 p.m., or such other time as the principal of each school shall determine so long as the length of the normal day does not exceed 8 hours. The normal work day for elementary librarians is 8:15 a.m. to 3:45 p.m.

The librarians' hours at each school shall be arranged with the principal of the school so that by staggered hours or by otherwise, the libraries will be open for the necessary period of time which, at the secondary schools shall be from 8:00 a.m. to 4:30 p.m.

16.013 For employees on a 200 day contract, the normal work day is 8:00 a.m. to 4:30 p.m., or a comparable number of hours at a starting and quitting time as designated by the supervisor in charge.

The High School Athletic Guidance Liaison/Testing and Survey Coordination Counselor shall be permitted up to 12 days of compensatory time within a July 1 to June 30th fiscal year for job duties performed outside the adopted school calendar. Compensatory time shall be defined as time off work allocated to an employee to offset in equal amounts time worked beyond the normal work day and/or time worked during days which are not work days within the adopted school calendar. The Athletic Guidance Liaison/Testing and Survey Coordination Counselor shall maintain a log of time worked beyond the normal work day and shall notify his/her immediate supervisor at least twenty-four hours in advance of her/his intention to use a compensatory day or days during the school year. Such use of compensatory days shall not require reporting to the Automated Substitute Management System.

By way of example, if the Athletic Guidance Liaison/Testing and Survey Coordination Counselor works six days during the month of July in order to perform job duties he/she may opt to use six days of compensatory time the following March as time off work.

16.014 Teacher assignments in the high school generally shall not have more than three preparations daily.

Teacher assignments in the middle schools generally shall not have more than three preparations daily. Assignments where no academic credit is given shall not be considered a preparation. This paragraph will become effective with the 1986-87 school year.

A teacher whose teaching assignment requires travel between buildings shall be paid mileage at the IRS rate that is in effect as of July 1 prior to the beginning of the school year.

16.015 Elementary School Staggered Lunch

Effective for the 1989-90 school year, there will be a staggered lunch period in all eight elementary schools. The staggered elementary lunch period shall be operated on an experimental basis, shall be reviewed and examined during the school year, and at the end of the school year, and shall continue to be negotiable. If any alteration is proposed to the 1988-89 or 1989-90 elementary school lunch programs, the Board and the Union shall negotiate. Continuation of the 1988-89 or 1989-90 plans does not require negotiation.

16.016 Nurses re-assigned to service school buildings other than their regular assigned school buildings shall not extend the normal 8:00 a.m. to 4:30 p.m. work day of school nurses, nor shall such re-assignments interfere with the regular lunch hour of school nurses.

16.02 The designation of a normal workday should not be construed as the expected maximum. The maximum length of the work day for all employees is determined by the professional requirements of the job.

16.03 This agreement covers the total compensation to the staff member for the discharge of his or her total responsibility to the community-school, including regular and special assignments by the principal in the equalization of load. Examples are: in-service meeting, curriculum committees, athletic time, etc.

16.04 Teachers new to the school system shall serve five additional days prior to the beginning of their contract for the purpose of orientation and workshop activities. Teachers on a two hundred (200) day contract new to the school system will start five days prior to the commencement of orientation and workshop activities.

16.05 Meetings

16.051 Staff Meetings - Required school meetings of the entire school staff shall not exceed twelve per year. These can include one system-wide opening day meeting, one building opening day meeting, one building meeting during the professional closing days in June, and one school faculty meeting each month, September through May. Secondary meetings shall dismiss by 4:00 p.m. and elementary meetings shall dismiss by 4:15 p.m. Some elementary school staffs desire to meet from noon to 12:50 p.m. Some elementary school staffs desire to meet instead from 8:00 a.m. to 8:45 a.m. on a weekly basis. All such plans, that have the mutual agreement and consensus of the building faculty and administration and do not seriously violate the 8:15 a.m. to 3:45 p.m. normal day, are allowable. The school administration may, in addition to the above, hold, during the school day, two more meetings per year.

Nothing in this section shall be construed to prevent the building administrator from calling emergency meetings for genuine emergency purposes in addition to the above.

The required school staff meeting is held for the express purpose of receiving instructions from the principal as well as for an interchange of ideas among all members of the staff for the purpose of evaluating and improving the school environment. Required staff meetings may not be used for sales and "promotional pitches" including such groups as United Appeal, volunteer agencies, specialized education sales, insurance, etc. An outside speaker, at a staff meeting to explain a fringe benefit of this Agreement, must have consent of both the building principal and the building Union representative.

The Union building representative shall have the sole right during faculty meetings to present a report on both Union and Administration concerns. The time used by the Union shall be reasonable and one-sixth of the meeting time (10 minutes per 60 minutes of meetings) shall be considered to be reasonable.

16.052 Departmental and Grade Level Meetings - Departmental and grade level meetings shall be scheduled within the 8:15 a.m. to 3:45 p.m. normal day.

16.053 Teacher Conferences with Community Agencies - There are times when teachers are called to meetings with outside consultants, psychologists, Pupil Services Department personnel, school social workers and the like. Because teachers are not obligated to attend meetings beyond the 8:15 a.m. to 3:45 p.m. normal day, scheduling of such meetings that involve participation of representatives from other professions and other community agencies shall be determined by mutual consent of all parties involved.

Substitutes, upon the request of the Director of Human Resources or the Building Principal, shall be made available by the Human Resources Department to release teachers for these meetings.

16.054 In-Service Training Courses - All in-service training courses, except as provided below, shall be voluntary and compensated pursuant to one or more of the following alternatives as offered by the Board:

1. An hourly rate of \$21.00 per hour effective 11/25/2008; or
2. One CEU for each 10 contact hours; or
3. Graduate credit if offered by an accredited college or university; or
4. One-half credit for salary purposes for every nine contact hours or any fraction thereof.

In-service training held on days when students are scheduled to be in attendance must be held between 8:15 a.m. and 3:45 p.m., must be divided into morning and afternoon sessions of equal length, and must provide a lunch break of not less than one-and-one quarter hours.

In addition to the above, the Superintendent, or designee, may declare mandatory in-service of less than half days. No teacher may be required to attend more than four mandatory hours per year of this additional in-service.

Members of the bargaining unit who are presenters or facilitators at district approved in-service training courses shall be compensated at the rate of \$21.00 per hour effective 11/25/2008 for pre-approved preparation and \$34.00 per hour effective 11/25/2008 for presentation when these activities occur outside normal working hours.

16.055 Curriculum Night/Daytime Open House

In the event that a teacher is absent from Curriculum Night, 1.0 sick leave or personal leave will be charged against his/her balance.

16.056 Extra-Curricular Activities

- Participation in extra curricular activities is voluntary. Both the Union and Administration encourage teachers to participate in such activities as their time and interests permit.

16.057 PTA Meetings

- All such meetings are voluntary. Teachers with evening responsibilities that preclude their attendance at these meetings may be absent. The Administration and Union wish to make the general statement that these meetings are an important avenue through which the professional staff can interpret constructively the schools' program to the community, and we jointly recommend that teachers try to attend.

16.058 Evening Parent/Guardian Conferences

Evening parent/guardian conferences are for the purposes of staff and parents/guardians communicating about the academic progress of the child. When such evening conferences occur bargaining unit members shall receive compensatory time for the time allotted for evening conferences.

In the event that a teacher is absent from the evening conference session, 1.0 sick leave or personal leave will be charged against his/her balance.

The scheduling of evening conferences and compensatory time shall be by mutual agreement by the Board and Union.

17.0 HOLIDAYS

Full salary is allowed all employees on annual contract for legal holidays falling upon the regular work days with the following qualifications:

When a legal holiday falls on a day on which an employee is absent because of illness, the absence shall not be counted against sick leave and salary shall be allowed.

When a legal holiday comes immediately at the end of a period of absence for which salary is allowed it shall not be counted as part of the absence, provided the teacher resumes his/her duties on the next regular school day.

When a legal holiday falls within a period of absence for which no salary is allowed, then no salary shall be allowed for the holiday.

When a legal holiday falls on a Sunday, the following Monday shall be observed, provided the holiday officially is declared as a national holiday.

Legal holiday in this section shall be interpreted to mean July 4th (Independence Day), plus the holidays noted in the Board of Education's approved School Calendar.

18.0 SEVERE WEATHER AND OTHER EMERGENCIES

During periods of heavy snow or other emergency or severe conditions which necessitate the cancellation of classes by the Superintendent, Cleveland Heights Teachers Union members will not be required to report to their respective assignments. No payroll deductions will be made against those not reporting nor will personal leave or sick leave be affected by the non-reporting.

In case of severe weather and non-cancellation of classes, all members will be expected to report to their respective assignments at the regular hours unless excused by the Superintendent of Schools. When teachers are dismissed within a given building, a bargaining unit member will not be charged sick or personal leave time for any one-half day which occurs when classes are cancelled.

19.00 SPECIAL EDUCATION

1. Effective 11/25/2008 Intervention Specialists, exclusive of Bellefaire and teachers of Multi-handicapped classes may take up to a total of two days of Professional Leave for purposes of completing the IEP process. Also, those teachers shall have three days at the Curriculum Writing rate to be used beyond the normal work day for the purposes of completing the MFE process.

Additionally, the Director of Special Education may give additional days of Professional Leave to those teachers who in his/her discretion need additional days to complete the IEP process.

2. Teachers of multiply disabled classes may take up to a total of three days of Professional Leave for purposes of completing the IEP process and the MFE process.
3. In the event a teacher aide assigned to a Special Education class is absent, the Board shall make every effort to assign a substitute. If a substitute aide is not assigned and the affected Special Education teacher is without any aide in the classroom for three (3) consecutive days, such teacher shall be compensated at one-half of the rate set forth in Section 29.0 (Substitute Duties and Authorized Additional Duties).

20.0 PARENT-TEACHER CONFERENCES

20.01 The parents of each elementary school child, beginning with kindergarten, shall be entitled to no fewer than two (2) parent-teacher conferences per school year. The parents of kindergarten children shall be entitled to not less than one (1) parent-teacher conference per school year for half-day (1/2) session and not less than two (2) for full-day sessions. Nothing in this section shall be construed to mean that teachers shall not continue as in the past, to schedule individual conferences in addition to those provided for herein with a parent where the parent or teacher requests such a conference because of problems concerning the pupil.

20.02 Though not required, each teacher shall make a reasonable effort to complete first conferences before winter break and second conferences before April 30.

A standard form (see appendix) agreed upon by Superintendent and Union, shall be issued for use by all teachers/schools in the system for parents' invitations to these conferences. The connotation of the invitation for the first conference shall be that the conference is required. The connotation for the invitation for the second conference shall be that the conference is voluntary.

20.03 Each teacher shall at his/her option schedule morning, noon-time, afternoon, evening, and weekend conference appointments that are convenient to the teacher and the parent. Telephone conferencing is acceptable when the teacher and parent agree that after reasonable effort, they are unable to schedule a face-to-face conference.

20.04 In all elementary buildings where there is an early dismissal of students on Tuesday, time will be available for conferences with parents, students or other staff, planning, team meetings,

committee meetings. The present procedure of holding parent-teacher conferences one hour each Tuesday afternoon in order to carry out section 11 shall continue, and if any change is made, it shall only be made after full negotiation with the Union.

20.05 In the event that further legislation is enacted concerning parent-teacher conferences, the Union shall, during the term of the Agreement, have the right to reopen negotiations on this section.

21.0 SCHOOL CALENDAR

The school calendar shall be developed and adopted as follows:

21.01 The Board recognizes that the Union will be consulted in all stages of calendar development each year.

21.02 A committee composed of the Superintendent or designee, a Board member, the president and the vice-president of the Teachers' Union and the president of the PTA Council should develop the calendar (or several alternative calendars) to be presented to the Board. If the Board does not adopt the suggested calendar, the matter should be referred back to the Committee with reasons for rejection. Thereafter, the Committee should submit counter-proposals to the Board. If the Board rejects the counter-proposal, Committee and Board should confer. If no agreement can be reached, the ultimate decision is within the scope of authority of the Board of Education.

In school years where two professional days occur in June, the first of these June professional days may be placed on another day in the school calendar.

22.00 PROFESSIONAL DEVELOPMENT COMMITTEE

22.01 A professional development committee (PDC) shall be established to oversee and review professional development plans pursuant to ORC 3319.22.

22.02 The Board and the Union shall establish governance, structure, procedures, and meeting schedules of the PDC. The PDC shall be comprised of teachers and administrators. There shall be one more teacher on the PDC than administrators. The teacher members shall be selected by the Union. The administrative members shall be selected by the Superintendent.

22.03 Participation in the district Entry Year Program is a requirement for all first year teachers in the district regardless of certification/licensure or licensure status.

23.0 REQUESTS FOR VOLUNTEERS

Building Principals or other Administrators shall refrain from making requests to individual members of the bargaining unit to volunteer for any committees or activities that are not subject to the compensation provisions under this Negotiated Agreement. Any request for volunteer services shall be made as "all staff" announcements or postings. Members may elect to participate as desired.

24.0 SALARY PROCEDURES, TAX-SHELTERED ANNUITIES AND DEFERRED COMPENSATION PLANS

24.011 Salary Procedures

Salary checks for all contract employees will be paid every two (2) weeks on Friday in equal installments. Payment will begin with the first District-wide existing and ongoing biweekly pay date of the school year that will allow for a pay ending date of the District-wide existing and ongoing biweekly pay date occurring either during the last scheduled workweek of the school

year or the week immediately following, and will provide the following number of salary checks; unless otherwise agreed by the Union and the Board:

190 day employees shall be issued twenty (20) salary checks per contract year. 200-day employees shall be issued twenty-one (21) salary checks per contract year. 220-day employees shall be issued twenty-two (22) salary checks per contract year.

A schedule of pay dates shall be issued to all members of the bargaining unit during the first week of the school year.

24.012 Tax-Sheltered Annuity and Deferred Compensation Plans

Enrollment and changes in the tax-sheltered annuities and deferred compensation plans shall be limited to the first week of January, April and October of each year, and applications shall be held until the next effective January, April and October period.

Except for unusual circumstances as judged by the Treasurer, all tax-sheltered annuity agreements and deferred compensation plans must remain without modification and may not be revoked for one full year and may not be modified more than once during any taxable year.

The provisions of paragraphs two and three of this section shall also apply to IRS Section 403.B Plans, provided that:

1. Such plans are reviewed by the Treasurer and Union.
2. A Hold Harmless agreement is executed between the Board and the company desiring to be accepted by the District.
3. The company will supply annual eligibility calculations for individuals with 403.B Plans.

24.02 STRS Pickup

24.021 For purposes of this Article, total annual salary and salary per pay period for each bargaining unit member shall be the salary otherwise payable under this Agreement, as amended. The total annual salary and salary per pay period of each member shall be payable by the Board in two parts: (1) deferred salary and (2) cash salary. A member's deferred salary shall be equal to that percentage of said member's total annual salary or salary per pay period which is required from time to time by the State Teachers Retirement System (STRS) to be paid as an employee contribution by said member and shall be paid by the Board to STRS on behalf of said member as a "pick-up" of the STRS employee contribution otherwise payable by said member. A member's cash salary shall be equal to said member's total annual salary or salary per pay period less the amount of the pickup for said member and shall be payable, subject to applicable payroll deductions, to said member. The Board's total combined expenditures for members' total annual salaries otherwise payable under this Agreement, as amended, (including pickup amounts) and its employer contributions to STRS shall not be greater than the amounts it would have paid for those items had this provision not been in effect.

24.022 The Board shall compute and remit its employer contributions to STRS based upon total annual salary, including the "pickup". The Board shall report for federal and Ohio income tax purposes as a member's gross income said member's total annual salary less the amount of the "pickup". The Board shall report for municipal income tax purposes as a member's gross income said member's total annual salary, including the amount of the pickup. The Board shall compute income tax withholding based upon gross income as reported to the respective taxing authorities.

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

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

24.025 This provision will become effective with the first pay after the effective date of this Agreement

24.026 Employees may have a payroll deduction to purchase service credit from STRS on a pre-tax basis upon approval of such plan by the IRS. The payroll deduction will not commence without a signed authorization by the employee.

24.03 Automatic Payroll Deposit

All bargaining unit members will receive their pay through Automatic Deposit.

24.04 STRS Contributions Pursuant to Administrative Code Rule 3307-6-01 & 3307-6-02 Compensation for Service to Teacher Professional Organization (TPO)

The following agreement is intended to provide for service credit for services rendered by Cleveland Heights-University Heights City School Employees to Cleveland Heights Teachers Union, Local 795 of AFT.

24.041 No later than April 15th of any given year the Union shall forward to the District Treasurer the following information regarding all officers and employees of the Union who are eligible for STRS TPO contributions for the next school year:

- a. Names and Social Security numbers
- b. Contractual salary for the current school year paid by the Board
- c. The amount of the salary each officer and employee of the Union who is eligible for STRS TPO contributions is scheduled to be paid by the Union for the subsequent school year for service to the teacher professional organization.

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

- a. (i) For this purpose, “days of service” shall only include those days in the District’s teachers’ contract year, not including holidays and compensatory days for parent conferences. For example, in the 2002-03 District’s Teachers’ contract year, there are 181 “days of service” (190 days minus 7 holidays and 2 compensatory days).
- (ii) The teacher’s base contract daily rate shall be computed by using the salary schedule amount the teacher will be eligible to receive from the District for the next school year without extended service, ratio or supplemental contracts, divided by the days of service.
- b. The teacher’s base contract daily rate as computed under 2.a. above shall be multiplied by the remainder of days after subtracting the days of service used in 2.a. from 250. The resulting product shall be the maximum salary which can be reported in any given year (July through June) for salary paid by the Union to be included for compensation on which STRS credit will be given under regulation.
- c. The Treasurer will also notify the Union of the employer and employee share percentage for STRS for the subsequent school year.

24.043 Starting with July of each year, the Union will forward to the Treasurer, no later than the last day of each month, a certification/licensure of the payment, pursuant to the formula set forth in paragraph 2 above, to each Union officer and employee who is eligible for STRS TPO payment together with the employer and employee share of STRS contributions on such salary amounts for all TPO-eligible persons. The Treasurer will forward such STRS payments together with the monthly payroll amounts based upon District payroll to STRS. The Treasurer will not forward

any amounts in excess of the maximum allowable as calculated under paragraph 24.042, but shall return those amounts to the Union and advise them that no further payment for any affected individual should be made during that fiscal year.

24.044 For the 2003-04 school year only, the Union will forward the information for that school year as set forth in paragraph 24.041 within one week of the full execution of this Letter of Understanding and the Treasurer will notify the Union of the maximum eligible amount for 2003-04 calculated under paragraph 2 within one week of receipt of such information. The Union will then forward a certification/licensure of the payment to each Union officer and employee who is eligible for STRS payment together with the employer and employee share of STRS on such salary amount as has been paid by the Union during 2003-04 up to the maximum allowable no later than September 15, 2003 and the Treasurer will forward such amounts consistent with the requirements of paragraph 24.043.

24.045 The parties agree that it is not the intent of the parties to this Agreement to have the District incur any additional costs under this Letter of Understanding or as a consequence of the additional retirement contributions made to STRS that are attributable to the TPO contributions for any Union officer. Should the District incur any additional costs beyond the amounts paid by the Union under paragraphs 24.043 and 24.044, the District shall notify the Union of such additional costs and the Union will reimburse the District for such costs.

24.046 Further, the Board is willing to modify the agreement if STRS approves a plan that would permit the Union President to have a greater amount of his Union salary included for STRS purposes or there is a change in the regulations that would permit a greater amount of the salary for STRS purposes. Any change would only be made if it did not result in any increased cost for the District.

25.0 SALARY SCHEDULE PLACEMENT

25.01 Experience (evaluated at time of hiring)

25.011 Outside System

1. Full credit experience up to five years for service in the Armed Forces of the United States and public school teaching,
or
Effective January 1, 1980 full credit for experience up to five years for service in chartered parochial or non-public schools in the State of Ohio,
or
For career prep teachers, credit for up to five years of experience in settings other than school districts where the employee's responsibilities were exactly the same as the subject the employee will be teaching,
or
For occupational therapists and physical therapists, credit for up to five years of experience in settings other than school districts where the employee was employed in the exact position for which they were hired by the school district.
2. Credit for substitute teaching totaling 120 days of service during one school year.
3. Credit for teaching experience as evaluated by the Superintendent.

25.012 Within System

1. As designated on the salary schedule for each training category.
2. Time for service as a tutor shall be considered service credit for placement on the teachers' salary schedule on the basis of one year credit for every two years of service as a tutor in the district up to a maximum of five years of credit on the teachers' salary schedule for those who become regular teachers in the district. Any service outside the

district as a tutor will not be considered for placement on the teachers' salary schedule for those who become regular teachers in the district. Time of service as a tutor shall not be considered service credit for continuing contract purposes for those who become regular teachers in the district.

For purposes of this section, one year of service as a tutor in the district requires a minimum of the 720 hours of service during the same school year.

25.013 Reemployment of Retired Bargaining Unit Members

1. Effective with the 2001-02 school year, any bargaining unit member or any teacher who retires under STRS and subsequently is reemployed by the district must be placed at Step 6 of the salary schedule to include his/her academic training level, and will be eligible for subsequent experience steps and academic training steps. Healthcare, dental, vision care, life insurance and income disability insurance will be provided by the Board in the same manner as for any other teacher.
2. A teacher who is employed or reemployed subsequent to retirement under STRS will not be eligible to carry over any sick leave or bring any sick leave into the District but will earn sick leave at the same rate as other teachers under the collective bargaining agreement. Such a teacher will not be eligible for any retirement severance pay under Section 34.032 of the collective bargaining agreement. However, if such teacher remains in the employ of the District for at least three years subsequent to final retirement under STRS, the teacher will be eligible for a severance retirement pay equal to one-fourth of the accumulated and unused sick leave earned while employed by the District after retirement under STRS, to a maximum of one-fourth of one hundred twenty days or a maximum of thirty days. Such teacher shall not be eligible for the Retirement Incentive under Section 34.034 of the collective bargaining agreement.
3. In the event of a reduction in staff pursuant to Section 15.0 of the collective bargaining agreement, teachers hired under Section 1, above, shall have their contracts non-renewed before any other teacher in the bargaining unit is non-renewed or shall have his/her contract suspended as a result of such reduction in staff based upon Section 15.0 using their rehire date after retirement.
4. Any teacher employed under Section 1 of this section of the agreement shall only be eligible for a one-year limited teaching contract during the first two years re-employed after retirement. Starting with the third year of employment, such teacher shall receive a two-year limited contract and any subsequent renewal of employment shall be for a two-year limited contract. Any teacher employed under Section 1 of this section shall be evaluated in accordance with Sections 36.03 and 36.04 of the Negotiated Agreement.
5. Except as spelled out in these provisions (Section 1-5), teachers hired under Section 1 above shall have all other rights as specified in the collective bargaining agreement. It is the intent of the parties that this agreement supersedes all other provisions of the collective bargaining agreement and any applicable provisions of the Ohio Revised Code regarding the reemployment of retired bargaining unit members.

25.02 Training categories, Bachelor's Degree and above, in semester hours. (One quarter hour equals two thirds of one semester hour.)

25.03

SALARY SCHEDULES
TEACHERS, CERTIFIED LIBRARIANS, AND DEGREED NURSES

Effective August 1, 2008

<u>Step</u>	<u>BA</u>	<u>BA10</u>	<u>BA20</u>	<u>MA</u>	<u>MA10</u>	<u>MA20</u>	<u>MA30</u>	<u>MA40</u>	<u>Ph/EdD</u>
1	38,500	39,000	39,800	41,200	42,400	43,800	44,400	45,200	46,200
2	39,100	40,100	40,600	42,500	43,900	44,900	45,800	47,000	48,600
3	40,400	41,200	41,600	44,200	45,100	46,000	48,200	48,800	49,600
4	41,400	42,400	42,700	45,200	46,200	48,300	49,000	49,700	51,100
5	42,500	43,800	44,200	47,000	48,600	49,200	50,600	51,700	53,000
6	48,300	48,800	49,200	54,200	55,600	56,500	57,500	59,200	60,100
7	49,000	49,600	50,600	56,100	56,700	57,600	59,300	60,600	61,100
8	49,700	50,700	51,700	57,300	59,200	59,500	60,700	61,200	63,000
9	51,100	51,800	53,000	59,200	60,100	61,000	62,400	63,200	64,400
10	52,300	53,100	53,900	60,600	61,100	62,500	63,700	65,000	66,000
11	59,300	60,100	60,700	68,900	69,900	71,600	72,400	73,100	74,200
12	61,100	62,400	63,000	72,000	72,600	73,800	75,300	76,200	77,600
13	63,700	64,400	65,200	75,200	75,900	76,900	78,200	79,500	80,400
14	66,000	66,900	67,800	78,100	78,700	79,800	81,000	82,100	83,200

TEACHERS, CERTIFIED LIBRARIANS, AND DEGREED NURSES

Effective August 1, 2009

<u>Step</u>	<u>BA</u>	<u>BA10</u>	<u>BA20</u>	<u>MA</u>	<u>MA10</u>	<u>MA20</u>	<u>MA30</u>	<u>MA40</u>	<u>Ph/EdD</u>
1	39,500	40,000	40,800	42,200	43,500	44,900	45,500	46,300	47,400
2	40,100	41,100	41,600	43,600	45,000	46,000	46,900	48,200	49,800
3	41,400	42,200	42,600	45,300	46,200	47,200	49,400	50,000	50,800
4	42,400	43,500	43,800	46,300	47,400	49,500	50,200	50,900	52,400
5	43,600	44,900	45,300	48,200	49,800	50,400	51,900	53,000	54,300
6	49,500	50,000	50,400	55,600	57,000	57,900	58,900	60,700	61,600
7	50,200	50,800	51,900	57,500	58,100	59,000	60,800	62,100	62,600
8	50,900	52,000	53,000	58,700	60,700	61,000	62,200	62,700	64,600
9	52,400	53,100	54,300	60,700	61,600	62,500	64,000	64,800	66,000
10	53,600	54,400	55,200	62,100	62,600	64,100	65,300	66,600	67,700
11	60,800	61,600	62,200	70,600	71,600	73,400	74,200	75,000	76,100
12	62,600	64,000	64,600	73,800	74,400	75,600	77,200	78,100	79,500
13	65,300	66,000	66,800	77,100	77,800	78,800	80,200	81,500	82,400
14	67,700	68,600	69,500	80,100	80,700	81,800	83,000	84,200	85,300

TEACHERS, CERTIFIED LIBRARIANS, AND DEGREED NURSES

Effective August 1, 2010

<u>Step</u>	<u>BA</u>	<u>BA10</u>	<u>BA20</u>	<u>MA</u>	<u>MA10</u>	<u>MA20</u>	<u>MA30</u>	<u>MA40</u>	<u>Ph/EdD</u>
1	40,500	41,000	41,800	43,300	44,600	46,000	46,600	47,500	48,600
2	41,100	42,100	42,600	44,700	46,100	47,200	48,100	49,400	51,000
3	42,400	43,300	43,700	46,400	47,400	48,400	50,600	51,300	52,100
4	43,500	44,600	44,900	47,500	48,600	50,700	51,500	52,200	53,700
5	44,700	46,000	46,400	49,400	51,000	51,700	53,200	54,300	55,700
6	50,700	51,300	51,700	57,000	58,400	59,300	60,400	62,200	63,100
7	51,500	52,100	53,200	58,900	59,600	60,500	62,300	63,700	64,200
8	52,200	53,300	54,300	60,200	62,200	62,500	63,800	64,300	66,200
9	53,700	54,400	55,700	62,200	63,100	64,100	65,600	66,400	67,700
10	54,900	55,800	56,600	63,700	64,200	65,700	66,900	68,300	69,400
11	62,300	63,100	63,800	72,400	73,400	75,200	76,100	76,900	78,000
12	64,200	65,600	66,200	75,600	76,300	77,500	79,100	80,100	81,500
13	66,900	67,700	68,500	79,000	79,700	80,800	82,200	83,500	84,500
14	69,400	70,300	71,200	82,100	82,700	83,800	85,100	86,300	87,400

NON-DEGREE NURSE
3 Years - 90 Hours

<u>Step</u>	<u>8/2008</u>	<u>8/2009</u>	<u>8/2010</u>
1	32,500	33,300	34,100
2	33,700	34,500	35,400
3	34,900	35,800	36,700
4	36,600	37,500	38,400
5	37,500	38,400	39,400
6	39,100	40,100	41,100
7	40,600	41,600	42,600
8	42,400	43,500	44,600
9	43,900	45,000	46,100
10	44,900	46,000	47,200
11	48,200	49,400	50,600

NON-DEGREE NURSE
3 Years+15 - 105 Hours

<u>Step</u>	<u>8/2008</u>	<u>8/2009</u>	<u>8/2010</u>
1	33,100	33,900	34,700
2	34,600	35,500	36,400
3	35,200	36,100	37,000
4	37,000	37,900	38,800
5	37,900	38,800	39,800
6	40,100	41,100	42,100
7	41,400	42,400	43,500
8	42,700	43,800	44,900
9	44,400	45,500	46,600
10	45,200	46,300	47,500
11	48,600	49,800	51,000

EMIS Coordinator/System Analyst, Registrar/Assessment Coordinator
260 Day Schedule (20 days vacation)

<u>Step</u>	<u>8/2008</u>	<u>8/2009</u>	<u>8/2010</u>
1	52,800	54,100	55,500
2	53,400	54,700	56,100
3	54,200	55,600	57,000
4	55,000	56,400	57,800
5	55,800	57,200	58,600
6	56,500	57,900	59,300
7	57,300	58,700	60,200
8	58,500	60,000	61,500
9	59,200	60,700	62,200
10	59,900	61,400	62,900

Career Education Coordinator, Research Assistant, Coordinator of IMHOTEP, Guidance Technician, Degreed Librarian
220 Day Schedule

<u>2008-09</u>	<u>Assoc. Degree</u>	<u>4-Year Degree</u>	<u>Degreed Librarian</u>	<u>Asst. Librarian</u>
Step 1	37,600	48,400	38,500	37,500
2	38,500	49,000	40,100	39,200
3	39,300	49,700	42,100	40,600
4	40,000	50,400	43,500	42,800
5	40,700	51,100	45,000	44,400

6	41,300	51,800	46,500	46,100
7	42,100	52,500	48,800	47,700
8	42,800	53,600	50,700	50,500
9	43,800	54,200	52,700	51,600
10	44,600	54,900	54,000	53,000

2009-2010

Step 1	38,500	49,600	39,500	38,400
2	39,500	50,200	41,100	40,200
3	40,300	50,900	43,200	41,600
4	41,000	51,700	44,600	43,900
5	41,700	52,400	46,100	45,500
6	42,300	53,100	47,700	47,300
7	43,200	53,800	50,000	48,900
8	43,900	54,900	52,000	51,800
9	44,900	55,600	54,000	52,900
10	45,700	56,300	55,400	54,300

2010-2011

Step 1	39,500	50,800	40,500	39,400
2	40,500	51,500	42,100	41,200
3	41,300	52,200	44,300	42,600
4	42,000	53,000	45,700	45,000
5	42,700	53,700	47,300	46,600
6	43,400	54,400	48,900	48,500
7	44,300	55,100	51,300	50,100
8	45,000	56,300	53,300	53,100
9	46,000	57,000	55,400	54,200
10	46,800	57,700	56,800	56,700

STAGE DIRECTOR (200 Day Schedule)

<u>Step</u>	<u>8/2008</u>	<u>8/2009</u>	<u>8/2010</u>
1	32,500	33,300	34,100
2	33,300	34,100	35,000
3	33,700	34,500	35,400
4	34,600	35,500	36,400
5	35,200	36,100	37,000
6	37,300	38,200	39,200
7	38,300	39,300	40,300
8	40,100	41,100	42,100
9	42,400	43,500	44,600
10	44,400	45,500	46,600
11	45,700	46,800	48,000
12	48,600	49,800	51,000
13	49,200	50,400	51,700

MEDIA TECHNICIANS (190 Day Schedule)

CLASS A

<u>Step</u>	<u>8/2008</u>	<u>8/2009</u>	<u>8/2010</u>
1	21,800	22,300	22,900
2	23,300	23,900	24,500
3	23,900	24,500	25,100
4	24,600	25,200	25,800
5	25,100	25,700	26,300
6	26,700	27,400	28,100

7	27,600	28,300	29,000
8	28,200	28,900	29,600
9	29,100	29,800	30,500
10	29,800	30,500	31,300
11	31,100	31,900	32,700

CLASS B

<u>Step</u>	<u>8/2008</u>	<u>8/2009</u>	<u>8/2010</u>
1	27,400	28,100	28,800
2	28,200	28,900	29,600
3	29,000	29,700	30,400
4	29,800	30,500	31,300
5	30,400	31,200	32,000
6	31,500	32,300	33,100
7	33,100	33,900	34,700
8	33,700	34,500	35,400
9	34,600	35,500	36,400
10	35,100	36,000	36,900
11	38,500	39,500	40,500

Class A Media Technicians not holding an Associate Degree in library and or media technology.
Class B Media Technicians holding an Associate Degree in library or media technology.

25.04 Substitute Salary Schedule

The Board shall not increase the basic per diem rate for daily casual substitutes above \$120.

25.05 Long-Term Substitutes

25.051 Substitutes for 60 days or more on one assignment or two consecutive assignments totaling 60 days or more shall be placed on the Teachers' Pay Scale BA, Step 1 with Benefits.

An individual offered a long-term substitute assignment shall be placed on long-term substitute status as defined in Section 25.052, below and placed on the Teachers' Pay Scale BA, Step 1 with benefits beginning the first day of such assignment subject to the following requirements:

1. Appropriate teacher licensure or comparable professional experience for the long-term assignment.
2. Attendance at staff meetings and departmental or grade level meetings
3. Participation in Curriculum Night and Parent-Teacher Conferences
4. Planning and implementing instruction in accordance with the Board of Education requirements and state standards.

25.052 Upon becoming a long-term substitute, such individual will be placed on Step 1 of the salary schedule on a column reflecting training and education. Long-term substitutes shall be entitled to all rights, benefits, duties and obligations provided in this collective bargaining agreement except such employee will cease to be employed at any time when the Board determines their services are no longer needed and are not entitled to statutory or contractual notice requirements; no seniority will be established unless the Board retains any long-term substitute as a regular employee of the School District; the employment status of a long-term substitute shall only be on an as-needed basis; long-term substitutes shall not be entitled to or subject to evaluations

under the provisions of this contract and are not entitled to advancement beyond Step 1 of the salary schedule while serving as a long-term substitute.

25.06 Transfer of Assignment Transition

In the event a transfer of assignment to another building for a classroom teacher occurs after the first two weeks of student attendance, three days of substitute teacher coverage will be provided to assist in the transition.

25.07 220-Day Contracts

25.071 A non-certificated/licensed staff member as specified in this section shall be hired subject to a ninety day probationary period during which time the non-certificated/licensed staff member may be released for any reason.

25.072 During the probationary period, the non-certificated/licensed staff member will receive benefits.

25.073 Upon successful completion of the ninety day probationary period the non-certificated/licensed staff member will receive a contract for the remainder of the 220 day assignment.

25.074 Upon successful completion of the first year's contract the non-certificated/licensed staff member will be eligible for two additional one-year contracts.

25.075 Upon successful completion of three one-year contracts, the non-certificated/licensed staff member shall be eligible for a two-year contract.

25.076 After successful completion of a two-year contract, the non-certificated/licensed staff member shall be eligible for a three-year contract.

25.077 Contracts for non-certificated/licensed staff members as specified in this section shall become effective August 1st and end on July 31. The member will receive notification of contract renewal or nonrenewal no later than April 30th.

25.078 A non-certificated/licensed staff member as specified in this section shall be entitled to all rights and privileges set forth in the Negotiated Agreement between the Board and the Union and shall be subject to all regulations and policies of the Board of Education.

25.079 These 220-Day positions cannot replace regular classroom teaching positions.

25.08 Independent Professional Activity

The Board and the Union believe that teachers engage in a number of professional activities that are important for both professional growth and student academic improvement. To that end in addition to the regular work year, each bargaining unit member will be provided two additional days outside the regular work days for self-directed professional activities. The time when the professional activity is completed shall be left to the discretion of the bargaining unit member. Payment for the two days shall be on a per diem basis and one day will be paid with the first payroll in December and the other day will be paid with the second payroll in March.

26.0 EXTENDED TIME – DAYS WORKED OUTSIDE OF CONTRACTED DAYS

Certificated/licensed staff members of the bargaining unit offered extended time shall be compensated at the rate of 60% of per diem for 6 working hours.

27.0 DIFFERENTIALS/SUPPLEMENTAL CONTRACTS

Differentials are automatically added to salary for special assignments. Individuals are not eligible for the differential if transferred to a position for which no differential is paid, unless he/she is notified of the transfer after the last working day of the school year. If such transfer occurs during a school year, the individual so affected shall continue to receive the differential for the remainder of the school year in which the transfer occurs, unless employee requested the transfer.

- 27.01** A differential of \$500 per year for the following positions:
Teachers of all Special Education classes
Language/Speech Pathologists
Head Nurse

If the teacher works part time in any of these positions, the differential shall be a percentage of the \$500, depending upon the percentage worked.

27.02 Counselors, Psychologists, Nurses, Chapter I Teacher Coordinator, Social Workers, Child Service Specialists

Salaries for their 200 day contract will be computed by using the position on the salary schedule with the MA column as a maximum times a 1.1 ratio plus the amount for additional training beyond the Master's degree. The Chapter I Teacher Coordinator shall have not less than the equivalent of one day per week to coordinate the program.

Child Service Specialists shall be assigned to dispense oral medication at elementary schools pursuant to the Letter of Understanding dated 9/25/96.

- 27.03 Secondary Career Prep Teachers** who accept a second unit of students for the 2000-01 school year shall receive a differential of 1.12 per year. After the 2000-01 school year Secondary Career Prep Teachers will not be entitled to any differential if they teach within the regular student day and are provided a conference and lunch period, regardless of the number of units of students assigned. If a Secondary Vocational Teacher has less than five periods assigned with two units of students, the District will provide an additional assignment to ensure full-time status.

27.04 Supplemental Contracts

Supplemental contracts are issued for periods of one year, two years or three years, and expire, in their final year, at the time the season or activity is ended, and the responsibilities of the contract-holder, have been fulfilled.

A certificated/licensed staff member will receive a supplemental contract for the following school sponsored extra-curricular activities. Compensation for such activities shall provide for the total compensation for all additional time worked. Such compensation also shall be in lieu of any released time except as noted.

No activity which is listed in 27.041 shall be operated except as an activity for which a supplemental contract is offered.

**27.041 Supplementals - Effective 7/1/2000 Supplementals are multiples of X
(X = .08 x BA Minimum)**

<u>Category</u>	<u>Effective 7/08:</u>	<u>Effective 7/09:</u>	<u>Effective 7/10:</u>
A 2.2	6,776	6,952	7,128
B 1.5	4,620	4,740	4,860
C 1.0	3,080	3,160	3,240
D 0.8	2,464	2,528	2,592

E	0.7	2,156	2,212	2,268
F	0.6	1,848	1,896	1,944
G	0.4	1,232	1,264	1,296
H	0.3	924	948	972
I	0.2	616	632	648

Codes: H = High School; M = Middle School; E = Elementary School
 HC = Head Coach(es); AC = Assistant Coach(es)

Category A: H Freshman Faculty Manager plus \$1000, Faculty Manager plus \$500 each; HC Football, Basketball, Track (with indoor); Small School Teacher Leader, Vocal Music.

Category B: H HC Baseball, Lacrosse, Swimming, Wrestling, Soccer, Ice Hockey, Softball, Field Hockey, Volleyball; AC Football, Basketball, Track (with indoor), Concessions, Marching Band (+4 performances); M Faculty Managers; EMH Lead Mentor (w/LPDC).

Category C: H Intramurals, Forensics, Newspaper Advisor, Annual Advisor, Music-Instrumental and Vocal, Cheerleaders, Department Liaison (elected by department members); HC Cross Country, Tennis, Golf, Gymnastics, Off-Season Conditioning; AC Track, Baseball, Soccer, Wrestling, Swimming, Softball, Field Hockey, Ice Hockey, Volleyball, Lacrosse, Gospel Choir; Robotics, Marching Band (+2 performances)
 M HC Wrestling, HC Football (Gr.8), HC Football (Gr.7), HC Basketball (Gr.8), HC Basketball (Gr.7);
 E M H Lead Mentor (w/o LPDC).

Category D: H AC Tennis, Cross Country, Publications Business Manager (no homeroom);
 M Intramurals, HC Baseball, Soccer, Track, Tennis, Volleyball, Softball, Field Hockey, Lacrosse.

Category E: H Dramatics (2 plays), Multi-Cultural Center Advisor, Student Council Advisor, Swim Cadets, Class Advisor, Footsteps, Unity, Marching Band Asst.(1), Student Council, TV Production, Japanese (Asian) Culture Club, Musical Director;
 M AC Football, Basketball, Wrestling;
 E M H Entry Year Program Mentor, LPDC Member, Data Liaison

Category F: H Future Teachers of America, MSAN, Musical Stage Director;
 M Vocal Concert (2 evening concerts per year per presenter), Instrumental Concert (2 evening concerts per year per presenter) AC Track, Field Hockey, Softball, Baseball, Soccer, Volleyball, Free Book Inventory, Honors Choir Director, Challenge Choir, Student Council;
 E M H Conflict Mediation Advisor.

Category G: H Chess, Hall of Fame, Literary Magazine, National Honor Society, Project Support, AFS, Drill Team, Musical Orchestra Director, Musical Choreographer;
 M Assemblies and Dramatics, Cheerleaders, Drill Team, Future Teachers of America, Newspaper, Social Director, Stage, Ticket Manager, Science Olympiad, Asst. Dir. Honors Choir;

E School Crossing Guard Supervisor, Student Council, Vocal Concert (2 evening concerts per school year), Foreign Language Travel (Boulevard), Intramurals, Challenge Choir.
E M H Intervention Support Coach

Category H H Academic Challenge, Academic Decathlon, Key Club, Pep Band; AC Forensics Sr. Ohio Model United Nations; M Chess, Yearbook; Mock Trial; E M H Conflict Mediation Assistant.

Category I H Musical Staff Musician
M Power of Pen(2), Art Club(Wiley);
E Instrumental Concert (1 evening concert per school per year), Young Men of Noble;
E M H Ski Club.

27.042 Time Schedule of Supplemental Contract Payment

Personnel holding supplemental contracts that require year long activities will be paid on a monthly basis. This payment will be included in the regular paycheck.

Personnel holding supplemental contracts requiring seasonal activities will be paid at the end of the season if all the responsibilities of the contract-holder have been fulfilled.

The high school football coaches who work during the month of August will be paid 1/2 of the supplemental contract salary at the close of the third week in September. The remainder of the salary will be paid at the close of the football season.

27.043 Before employment under supplemental contracts is offered to individuals who are not employees of the District, the Board will offer supplemental contracts to those individuals who the Board determines are sufficiently qualified, according to the following rank order:

- First: Certificated/licensed employees
- Second: Non-certificated/licensed employees
- Third: Certificated/licensed applicants who are not employed by the District
- Fourth: Non-certificated/licensed applicants who are not employed by the District.

27.05 A certified/licensed staff member may receive compensation for supervision of a school sponsored activity recommended by the principal and approved in advance by the Superintendent, when such service is for two or more consecutive days, Saturdays and Sundays are not included. The activity must be beyond the official school calendar to be approved for compensation. The amount of compensation will be subject to budgetary limitations and allocations of funds, with an eight hour day and regular contract salary, prorated, as maximums.

27.06 New Supplemental Contracts

Compensation for new school-sponsored extra-curricular activities shall become negotiable by the union as such new activities are approved.

- 27.07** Applications shall be accepted, considered, and approved for any and all supplemental contracts without regard to the sex of the applicant.
- 27.08** If a person who has been issued a supplemental contract under this section is unable to perform the responsibilities of the supplemental contract because of being out of work on sick leave for more than twenty consecutive working days, the payment of the supplemental contract will stop, the person will be notified, and another person will be asked to temporarily fulfill the responsibilities of the supplemental contract. In the event the supplemental contract is for an elected position (*e.g., high school liaison*), the appropriate parties shall elect a temporary replacement.

Upon the return of the original supplemental contract holder, that person should assume the original duties under the supplemental contract. Payments under resumption of the supplemental contract will be prorated.

- 27.09** Teachers of “combination” classes in grades 1-5 (excluding K-1 transitional classes and multi-age classes) shall be provided up to \$200 per year for the purchase of additional supplies and equipment upon submission of purchase order requisitions submitted through the Building Principal.

A differential of \$500 shall be added to the salary for elementary school teachers who are assigned grade-level combination classes.

27.10 TAP Committee

Effective May, 1999 the Teacher Administration Partnership (TAP) committee will be established in each of the district’s schools.

1. Summer Retreat Attendance – In-service rate of pay (6 hours x 2 days); and
2. TAP Committee Service - \$500 paid at bi-weekly rate per paycheck.

In addition, TAP members may opt to apply their service on TAP to Individual Professional Development Plans for licensure renewal pursuant to the regulations established by the State of Ohio and the Local Professional Development Committee. Refer to LPDC Handbook for guidelines and eligibility for professional development units.

27.11 Small Schools

Small schools created through the small schools transformation process shall be governed by a distributed leadership model that includes TAP Committee, whose members shall include the principal of the small school, a union steward from the small school, the teacher leader, and three to seven elected by the teaching staff of the small school with input provided by parents, students and community members according to the OHSTI non-negotiable attributes.

The small school TAP Committee shall operate in accordance with the TAP Charter.

The small school lead teacher shall be selected by mutual agreement of the Union and the Board and effective July 1, 2004, shall receive a Category A supplemental contract.

28.0 CURRICULUM WRITING

Members of the bargaining unit shall be paid for writing curriculum guides, courses of study, etc. Curriculum guides are normally for:

Secondary Schools
6 week courses

Elementary Schools

9 week courses	
Semester Courses	Semester Courses
Two-Semester Courses	Two-Semester Courses

The administrator shall confer with the teacher to determine the hours needed. Effective 11/25/2008 payment shall be at the rate of \$23.00 per hour when performed outside of normal work hours. It is understood by the Union and the Administration that the teacher(s) involved in the curriculum writing process will submit written drafts for feedback by the Administration. Feedback shall determine if the project shall continue.

29.0 SUBSTITUTE DUTIES

Regular duties of a teacher shall include the duty to cover for an absent teacher when directed to do so by the teacher's immediate supervisor. This does not decrease the obligation of the administration to obtain substitute teachers for such duties whenever sufficient notice of an absence has been received. In the event an elementary/secondary teacher is asked to assume the assigned responsibilities of another teacher, the teacher shall be paid at the rate of \$11.50 for 5-25 minutes, and \$21.50 for 26-50 minutes. In the event an elementary teacher is asked to assume the responsibilities of another teacher, the teacher shall be paid at the rate of \$129.00 per day (\$21.50 per hour). The current practice of teachers mutually agreeing to cover or substitute for each other for one or more periods but for less than a day shall not be affected by this provision but shall continue as in the past, subject, however, to the approval of the immediate supervisor of any such temporary and short substitution. Entry Year Teachers shall not be assigned to substitute coverage, unless no other members of the bargaining unit within the building are available to provide substitute coverage.

30.0 AUTHORIZED ADDITIONAL DUTIES

Teachers will be compensated at \$18.50 per hour for attendance at: Kindergarten Night, Elementary Concerts, Elementary Family Math and Proficiency Night, and for any other authorized additional duties.

31.0 ELEMENTARY CLASSROOMS

31.01 K-5 regular classroom teachers, special education teachers and foreign language teachers assigned to elementary buildings shall be entitled to one-half day paid at the rate of \$80 during the week following the end of school for elementary classroom closing. Additionally, in the week prior to the commencement of the school year, K-5 regular classroom teachers, special education teachers and foreign language teachers assigned to elementary buildings shall be entitled to one-half day paid at the rate of \$80 for preparation by the teacher. Service provided under this section shall be voluntary except for new bargaining unit members hired for the ensuing school year and who are subject to the provisions of Section 7.04.

31.02 Kindergarten Aides

In the event that an aide assigned to a kindergarten class is absent, the Board shall make every effort to assign a substitute. If a substitute aide is not assigned and the kindergarten teacher is without any aide for three consecutive days, the teacher shall be compensated at ½ of the rate set forth in Section 29.0 (Substitute Duties).

32.0 SCHOOL CAMP – SCHOOL CURRICULAR TRIPS

Teachers attending Board initiated and approved school camp programs or class trips requiring overnight stays shall receive a stipend of \$80 for each night. Trips initiated by teachers, parents/guardians, or community groups shall require Board approval. However, stipends shall be included in the costs of these trips that are not initiated by the Board. Such stipend is not available for overnight class trips by teachers holding supplemental contracts for the activity requiring student travel.

High School Career Prep teachers who advise high school Career Prep student organizations (DECA, VICA, BPA, FCCLA) and who accompany students on approved trips requiring overnight stays for the purpose of participating in Regional, State or National competitions shall be compensated at the rate of \$80 for nights they are required to stay for such competition.

Additionally, they shall be reimbursed for approved expenses.

33.0 SUMMER SCHOOL

33.01 The Human Resources Department shall publish a list of known available summer school teaching positions. Summer School applications shall be made available to all teachers so that teachers may indicate their area(s) of certification/licensure and request consideration of summer school assignment. Applications must be sent to the Human Resources Department.

33.02 Assignments shall be made as early as possible but shall be based upon enrollment and need.

33.03 Summer school salaries shall be established at the hourly rates described below.

<u>2009</u>	<u>2010</u>	<u>2011</u>
\$39	\$40	\$41

33.04 Summer school assignments shall be for a period of not more than six weeks/thirty days including July 4 (Independence Day). Summer school teachers shall be issued payment for thirty days of assignment at the rates established in Section 33.03. In addition, if there is a summer school staff meeting prior to the opening of summer school, all summer school teachers required to attend will be paid at the hourly rate in Section 33.03. Paychecks shall be issued at the end of the third week and end of the sixth week of summer school.

33.05 In the event of an absence, the teacher shall report by telephone to the summer school office or other designated number. No teacher shall receive payment for days absent incurred subject to this section. The summer school office shall arrange substitute(s) in the event of teacher absences.

33.06 The provisions of Section 35.11, Compulsory Leave, of the negotiated agreement between the board and the union, shall be in force and apply to all summer school teachers. Absences due to Compulsory Leave shall not cause a reduction in pay for summer school assignment as per Section 33.05. Time served for compulsory leave, shall not be charged to the teacher's regular accumulation of sick leave or personal leave.

33.07 The provisions of Section 35.12, Assault Leave, of the negotiated agreement between the board and the union, shall be in force and apply to all summer school teachers who are absent due to incidents of summer school assaults. Absences due to Assault Leave shall not cause a reduction in pay for summer school assignment as per

Section 33.05. Days absent due to summer school assault leave shall not be charged to the teacher's regular accumulation of sick leave or personal leave.

33.08 The provisions of Section 35.10, Jury Duty, of the negotiated agreement between the board and the union shall be in force and apply to all summer school teachers. However, no teacher shall receive summer school pay for days absent due to jury duty unless the teacher received notice of jury duty subsequent to accepting a summer school assignment.

33.09 No teacher shall have a vested right to any summer school position.

33.10 Summer school teaching time shall not be included in computing seniority.

33.11 The rate of pay for summer school substitutes shall be at the rates set forth in section 33.03.

33.12 Effective 11/25/2008 Saturday Academy/Saturday School Instructors shall be compensated the hourly rates as follows:

2008-2011

\$37

Saturday Academy employment shall be structured within a range of 32 to 36 hours per session. Pay dates for Saturday Academy instructors shall be predetermined.

The Union shall have an opportunity to produce a qualified applicant or applicants from within the bargaining unit prior to the hiring of a non-bargaining unit member or members for such position.

34.0 INSURANCE, FRINGE BENEFITS

34.01 Medical and Hospitalization

34.0111 Hospitalization

The Board shall provide single or family medical coverage, in either:

SuperMed Plus (non-gatekeeper); or

Kaiser Community Health Foundation (with no new enrollees after 1/1/09).

Effective January 1, 2009 employee premium contribution will be as follows:

Single coverage: \$30.00 (pre-tax) per month

Family coverage: \$75.00 (pre-tax) per month

Effective January 1, 2010 employee premium contribution will be as follows:

Single coverage: \$40.00 (pre-tax) per month

Family coverage: \$100.00 (pre-tax) per month

Effective January 1, 2009, in addition to the employee premium contributions above, if an employee chooses to keep Kaiser coverage they must pay the difference between Kaiser and SuperMed Plus premiums.

All employee contributions and prorated premium payments will be subject to Section 125 Flexible Spending.

34.0112 Section 125 (Flexible Spending Account).

34.0113 Hepatitis B vaccine for the employee.

- 34.0114** **Application**
 Application for any of the above plans may be made at any time while employed. It is recognized that transfer between plans shall occur at established enrollment periods.
- 34.0115** **Cranial Prosthesis (Wigs)**
 Coverage will be effective retroactive to July 1, 2003. Coverage will be provided as follows: One Cranial Prosthesis (wig) will be covered when due to a medical condition and/or treatment. The maximum allowable cost will be \$200. The wig may be synthetic or human hair.
- 34.0116** **Second Routine Office Visit**
 The current medical plan provides coverage for one routine office visit (either physical exam or OB/GYN exam) per year. Effective retroactive to July 1, 2003, one routine office visit for physical examination and one routine office visit for OB/GYN examination will be covered annually.
- 34.0117** **Medicare**
 The Board will also provide Medicare coverage as elected by those 65 and over. Medicare will be paid annually to the individual.
- 34.0818** **Part-Time Prorate**
 Members of the bargaining unit employed on less than a full-time basis who elect coverage under 34.01 will have this Board contribution prorated according to the fraction of full-time employment.
- 34.0119** **Existing Policies**
 No contribution will be made by the Board toward family coverage if the applicant is being covered by an existing policy's family coverage fully paid by the contract-holder's employer.
- 34.0120** **Waiver of Coverage**
 A. Any bargaining unit member covered under family coverage of the school district's health insurance plan as of August 2, 2000 and any new employee hired after that date who is eligible for family coverage or any bargaining unit member who subsequently becomes eligible for family coverage because of a change in marital status, who declares in writing to the District Treasurer before September 15, 2000 that he/she does not elect to be covered under one of the District's insurance options under Section 34.0111 for the entire school year may opt out of the District Plan, if he/she is covered by another plan outside the District. Said election shall be effective at the 1st day of the month following election and shall continue until a new election is made pursuant to the provisions of this section. Additionally, employees hired after September 1st and employees who first become eligible for benefits after September 1st may declare in writing to the District Treasurer that he/she does not elect to be covered under Section 34.0111 for the remainder of the period from the date of hire through the subsequent August 31 may opt out of the District Plan, if he/she is covered by another plan outside the District. If an employee opts out of the medical plan coverage of the District, that employee may only be permitted to change his/her election and to reenroll under the health plan prior to the following August 31 if (1) there has been a change in status that would permit the employee to change his/her election under the applicable rules and regulations of the IRS under Section 125 of the Federal tax law, and (2) such change would be a qualifying event defined by the health plan of the school district. If the employee's election of no coverage remains in effect until the following August 31, said

bargaining unit member shall be paid \$1,000 for the 12 month period from the effective date of his/her election [or number of months employed or eligible for benefits to August 31st if a new employee or first time eligible employee or to the end of the month for which coverage has not been received if the election is changed as permitted in this paragraph] (prorated for persons who have prorated insurance to the same percentage as paid by the Board for prorated insurance). The payment provided in this section shall be paid in a lump sum on June 30th in that school year that coverage was waived.

B. Any bargaining unit member under single coverage of the school district's health insurance plan as of August 2, 2000 and any new employee hired after that date, who declares in writing to the District Treasurer before September 15, 2000 that he/she does not elect to be covered under one of the District's insurance options under Section 34.0111 for the entire school year may opt out of the District Plan, if he/she is covered by another plan outside the District. Said election shall be effective at the 1st day of the month following election and shall continue until a new election is made pursuant to the provisions of this section. Additionally, employees hired after September 1st and employees who first become eligible for benefits after September 1st may declare in writing to the District Treasurer that he/she does not elect to be covered under section 34.0111 for the remainder of the period from the date of hire through the subsequent August 31 may opt out of the District Plan, if he/she is covered by another plan outside the District. If an employee opts out of the medical plan coverage of the District, that employee may only be permitted to change his/her election and to reenroll under the health plan prior to the following August 31 if (1) there has been a change in status that would permit the employee to change his/her election under the applicable rules and regulations of the IRS and under Section 125 of the Federal tax law, and (2) such change would be a qualifying event defined by the health plan of the school district. If the employee's election of no coverage remains in effect until the following August 31, said bargaining unit member shall be paid \$500 for the 12 month period from the effective date of his/her election [or number of months employed or eligible for benefits to August 31st if a new employee or first time eligible employee or to the end of the month for which coverage has not been received if the election is changed as permitted in this paragraph] (prorated for persons who have prorated insurance to the same percentage as paid by the Board for prorated insurance). The payment provided in this section shall be paid in a lump sum on June 30th in that school year that coverage was waived.

34.0121

A. Spousal Employment

Where both spouses are employed in the bargaining unit by the District, coverage shall be limited to either one family coverage for both or dual single coverage. Employees must take dual single coverage when the spouses have no remaining dependents. In addition, one spouse (as designated to the Treasurer) shall receive a lump sum payment of \$500 on June 30th in that school year for which coverage was waived.

B. Health Care Related – Insurance Committee

The Board and the Union agree that spiraling health care costs are a mutual concern to both parties as cost savings in this area will be required in the future to maintain the quality of benefits currently provided. It is therefore agreed that the Insurance Committee shall be reconstituted with clearly defined parameters of operation in order to partner in finding ways of reducing insurance costs while maintaining or enhancing benefits provided to employees.

The parties agree that the extension of Board paid health care coverage to individuals who have access to the same through other employers or retirement plans can serve to unnecessarily and unfairly increase the Districts health care costs. Consequently, the Insurance Committee will examine options for the exclusion of employed spouses with employer provided health care coverage and/or those with health care coverage provided through retirement plans. The committee is charged with making a recommendation to the Board and the Union on or before May 1, 2005 for possible implementation effective July 1, 2005.

Timeline:

At renewal time, insurance costs will be reviewed in light of staff in the health plan as of October, 2004 (single, family, total) to determine gains and losses.

2004-2005

Insurance meetings resume with education process for committee members and meetings with plan providers/vendors. Plan currently runs calendar year: January through December.

2005-2006

Select new plan, alter current plan, or current plan renewal notice, September 2005. Gather information for negotiations.

2006-2007

Select new plan, alter current plan, or current plan renewal notice, September 2006. Formulating insurance information for negotiating teams (all unions information). March 2007, negotiations open.

34.02 Dental, Vision Care, Prescription Drug, and Skilled Nursing

These benefits are guaranteed as follows:

Dental: 100% Preventative (to include pit and fissure sealants) and 80% basic/major/restorative (to include implants) (annual limit of \$2,700) on dental; and 80% orthodontia (lifetime limit of \$2,700).

90% of HIAA

Prescription Drug: \$ 6.00 deductible - generic
\$12.00 deductible - name brand if no generic is available
\$18.00 deductible - name brand if generic is available

Vision Care: Eye Exam - up to \$55.00
Lenses and Frames: Single Vision up to \$130.00
Bifocals up to \$145.00
Trifocals up to \$170.00
Contacts up to \$130.00

Skilled Nursing: The benefits in effect in 1991.

The Union shall have the right to name carriers and agents for the insurance benefits described in this section 34.02. Any changes in carriers or agents shall not result in an insurer's retention rate that is more than one percent (1%) above the composite retention rate being paid at the time a change in carriers or agents is desired.

34.021 Adverse Selection and Part-Time Prorate

Any member of the bargaining unit who participates must enroll in all benefits under Section 34.02 or none.

Members of the bargaining unit employed on less than a full-time basis who elect coverage under 34.02 above will have this Board contribution prorated according to the fraction of full-time employment. This option must be exercised within the first thirty (30) days of employment, and may not be exercised at any other time, and may not be cancelled, withdrawn or amended except in the following circumstances: 1) if the member has a change in marital status; or 2) in the event the member's spouse is involuntarily separated from his/her employment. Any member opting to participate in these coverages under these circumstances may not thereafter cancel such authorization.

34.022 Existing Coverage

No contribution will be made by the Board under 34.02 if the applicant is being covered under 34.02 through the coverage of another bargaining unit member.

34.023 Fixed Costs: Disability and Life Insurance

Effective January 1, 1992, the Board will provide for income disability continuity coverage and life insurance the sum of \$18.30 per month, \$219.60 per year, for each full-time member of the bargaining unit.

- a. The Board will provide full (\$63,000) life insurance coverage to all members assigned three-eighths (3/8) time or more, and half (\$31,500) life insurance coverage to all members assigned less than three-eighths (3/8) time.
- b. The Board will provide income disability coverage to all members regardless of part-time or full-time status.

Monthly Coverage	\$ 10.30
Total Yearly Coverage:	\$123.60

Income Disability: The benefits in effect during 1991.

Life Insurance: Sixty-three Thousand Dollars (\$63,000) per employee.

Any cost in excess of the above amounts shall be paid, at the option of the Union either by the Union to the Board or by the insured through payroll deductions if the premium increases exceeds the Board's fixed contributions for the existing benefits.

The Union shall also have the right, at the option of the Union, to lower benefits, rather than pay premium increases that exceed the Board's fixed costs.

34.024 Multiple Bargaining Units

Should a member of the Cleveland Heights Teachers Union bargaining unit employed part-time have additional part-time work in another bargaining unit within the district, the member will be entitled to the Board paid prorated percentage for benefits described in Section 34.0 from both part-time positions. Should the total prorated percentage be insufficient to cover the cost of the benefits, which shall be those of the bargaining unit from which the member derives the most income, the difference shall be paid by payroll

deductions. Should the combined prorated percentage exceed the cost of benefits, the Board shall contribute only the necessary amount.

34.025 Changes

The Treasurer shall periodically meet with the Union for the purpose of reviewing all insurance (including health, etc.) programs in order to determine and report whether comparable coverages and services can be obtained at less cost, and any such reports shall be furnished to the negotiators for their consideration and possible action prior to negotiations.

In negotiating salaries and fringe benefits, the negotiators shall consider changes in the agreement and in the insurance programs then in effect in order to determine the carriers which will furnish comparable coverage and services at reasonable, competitive costs.

In addition to the provisions in the first two paragraphs of this section, The Union may regularly negotiate changes in benefits, carriers, agencies in the aforementioned plans providing that the negotiated changes do not increase Board contributions as set forth in Section 34.023 Fixed Costs.

Any changes in benefits, carriers, agencies in the aforementioned plans shall be subject to Board approval. Providing that the fixed costs conditions of Section 34.023 have been met, such Board approval shall not be denied or withheld. The Board shall have the right to know the reason for the changes.

34.03 Other Benefits

34.031 Workers' Compensation

All employees are covered by Ohio State Workers' Compensation laws in relation to a work incurred injury or accident.

34.032 Retirement Severance Pay

A member of the bargaining unit who has ten years or more of service with the Board may elect at the time of retirement from active service under the State Teachers Retirement System Law to be paid in cash for part of the value of his/her accrued but unused sick leave credit. Such payment shall be based on the teacher's rate of pay at the time of retirement. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the teacher at that time. Payment shall be made only once to any teacher. The maximum payment which may be made under this resolution shall be one-fourth of three hundred sixty days (90); plus one-eighth of three hundred sixty one through four hundred sixty (361-460) days. Payment will be made for any unused personal days at the teacher's daily rate of pay at the time of retirement.

Any teacher who dies prior to severing employment, who would otherwise have been eligible for retirement severance pay, shall be deemed to have severed employment the day preceding his/her death. The severance pay to which the employee would have been entitled shall be paid directly, in a lump sum, to person(s) designated by the deceased in writing to the employer. When no designation has been submitted, payment will be made to the estate of the deceased.

34.033 Employee Assistance Program

The Employee Assistance Program (EAP) is provided under a contract between the Board and provider, as negotiated. The appendix contains the descriptions of the program.

34.034 Retirement Incentive

After the 2000-2001 school year, bargaining unit members who have been employed by the District for at least 10 years and who opt to retire at the end of any school year and have been approved by STRS to receive retirement benefits other than disability retirement with thirty (30) years or fewer of service credit and who notify the Board of their intention to retire in writing, no later than March 1 of the year they intend to retire will receive 2 equal lump sums of \$12,000, one on July 1 of the calendar year of retirement and the second on the following July 1. Payment under this paragraph does not affect the right to Retirement Severance Pay under Section 34.032.

The Board and the Union may mutually agree to reconvene a Retirement Options Committee to review annual payment options for this incentive.

34.035 Retirement Enhancement

Bargaining unit members who submit written verification of service credit earned as documented on their STRS Annual Statement of Account, shall be eligible to receive an additional payment of \$1,150.00 during their 28th, 29th, and 30th year of service. This additional compensatory payment will be paid in monthly increments during the contractual cycle. Bargaining unit members will annually submit the written documentation required on or before November 15th to be eligible for this retirement enhancement payment.

35.0 LEAVES OF ABSENCE

35.01 Sick Leave

35.011 All members of the bargaining unit shall be credited with current sick leave at the beginning of the school year and to the extent that any bargaining unit member has less than 10 days at such time, shall be advanced sick leave so there is a minimum of 10 days. Such advance shall not be credited unless the employee has reported on the first contract day, excluding Labor Day. No additional sick leave shall be credited until the advanced days have been earned. Sick leave shall be earned and accumulated at the rate of 1-1/4 days per month of employment, to a maximum of 15 days per year. Those terminating employment before completion of contract and/or employed for parts of a school year will be credited at the rate of 1-1/4 days per month served. Accumulated sick leave is available only after current annual sick leave credit is used. The accumulation of sick leave shall be unlimited.

Routine doctor, dental and/or other health service provider visits which are not an emergency or related to a current illness or injury are not an appropriate use of sick leave. To the extent such appointments cannot be scheduled outside of the workday or work week, teachers are to utilize personal leave.

35.012 Sick leave shall be used for personal illness, pregnancy, injury exposure to contagious disease, illness, or death in the immediate family. The immediate family includes wife, husband, child, father, mother, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, the teacher's grandfather or grandmother, and members of the immediate household of the teacher. Sick leave to a maximum of twenty (20) days may also be used as paternity leave to be taken within three weeks after delivery while schools are in session and the husband is working as a teacher.

Sick leave may be used to attend hearings held by the Ohio Bureau of Workers' Compensation for claims filed by a member of the bargaining unit concerning injuries that occurred while on the job or arising out of employment. Should a member of the bargaining unit prevail at the Ohio Bureau of Worker's Compensation hearing, then the sick leave consumed to attend the hearing shall be restored.

35.013 In case of a contemplated absence because of any circumstances set forth in 35.012 above, the teacher shall report by telephone, via the internet, in writing, or personally to the Human Resources Department (371-7405) giving the date of contemplated absence and citing the circumstances.

35.014 Payment for sick leave is obtained by entering an absence via the internet or calling the Automated Substitute Management System using the individual PIN assigned when first registering with the system. Entering an absence by internet or calling in to the Automated Substitute Management System is considered a digital signature.

The Superintendent may require a physician's statement, consistent with Ohio Revised Code Section 3319.141.

Section 3319.141 Ohio Revised Code provides in part as follows: A board of education shall require a teacher/non-teaching school employee to furnish a written signed statement on forms prescribed by such board to justify the use of sick leave. If medical attention is required, the employee's statement shall list the name and address of the attending physician and the dates when he/she was consulted.

Teachers are required to follow the appropriate procedure for the use of sick leave. Falsification of the use of sick leave is grounds for suspension or termination of employment under Ohio Revised Code Section 3319.16.

35.015 Teachers who transfer from a public agency or school district in Ohio shall be credited with their unused balance of their sick leave upon presentation of the proper form or statement.

35.016 Sick leave and group health care insurance coverage will not be available to individuals for a surrogate pregnancy, child delivery and pre/post natal care in connection with a surrogate pregnancy, unless due to a family related medical necessity.

35.017 Members of the bargaining unit who exhaust accumulated sick leave while recovering from a work-place injury shall have all insurance coverage continued until such time as the member returns to work, receives disability retirement under STRS/SERS, retires, resigned from employment, or until six months have elapsed from the date sick leave was exhausted.

35.018 Medical Leave

When a teacher has exhausted his/her accumulated sick leave and is unable to return to work, the teacher shall be placed on unpaid leave of absence until such time as the teacher begins disability retirement under the State Teachers Retirement System of Ohio or until the teacher returns to assignment. Such leave shall not exceed two years and may, at the discretion of the Board, be extended for up to two years.

The teacher shall provide written notice to the Superintendent requesting medical leave, which shall specify the expected duration of the medical leave.

35.02 Policy on Pregnancy Leave

35.021 In order to assist in the assigning of classroom teachers and to be able to determine staff needs, a teacher will notify the Superintendent in writing of her pregnancy within a reasonable time after she learns that she is pregnant and of the anticipated delivery date after her doctor informs her of that date.

35.022 Accumulated paid sick leave may be used by a pregnant teacher for such period before and after delivery as is recommended in writing by her physician, except that a physician's report shall not be required for use of such sick leave during the six (6) weeks prior and the six (6) weeks subsequent to delivery.

35.023 If a pregnant teacher prefers not to use accumulated sick leave or exhausts her accumulated sick leave credit, upon application, a leave of absence without pay or benefits will be granted for any time during the last eight (8) months of pregnancy and the leave to continue until the end of the school year in which it is granted.

35.024 Child Care Leave:

Following the delivery of a child during a school year, either the father or mother shall be eligible for an unpaid child care leave for the remainder of the school year.

An additional two child care leaves will, upon request, be granted each for an additional full school year.

The granting of such leaves will be on condition that the teacher waives the obligation of the Board to contribute to the State Teachers Retirement System during the period of such leave, and during such period the Board will not make such contribution on behalf of such teacher and the teacher will not receive credit on the salary schedule or credit toward tenure during the child care leave.

A teacher who is granted such leave shall not have the right to return to employment except at the beginning of a school year. If, however, the Director of Human Resources shall be notified of this desire; and if a suitable vacancy exists or occurs, an attempt will be made to return the teacher to employment.

Only one parent is eligible for a child care leave when both parents are employees of the District.

35.025 Adoption Leave

Leave without pay shall be granted to a male or female teacher who becomes the parent of a child by adoption. Such leave shall begin any time within thirty one (31) working days after the adopted child becomes a resident of the household and only if the adopted child is under the age of five on the date the adopted child becomes a resident of the household. Such leave shall extend for the balance of the school year. An additional two leaves will, upon request, be granted, each for an additional full school year. Additionally, sick leave to a maximum of thirty (30) days may be used upon the adoption of a child immediately after the adoption occurs, provided that only one spouse employed by the Board shall be granted such leave. Prior notice should be given as early as possible.

If extenuating circumstances are presented in writing to the Director of Human Resources, a maximum of thirty (30) additional days may be granted at the discretion of the Administration.

35.03 Personal Leave

Personal leave not to exceed three days a year shall be granted each teacher. Teachers hired after the start of the school year shall be entitled to a pro-rated number of days. Teachers working less than full-time will be pro-rated for personal days to the nearest half-day. Personal leave may be used for such occasions as religious holidays, personal graduations and weddings, and graduations and weddings of members of the immediate family or household, or personal business that cannot be performed at any other time. Personal leave is intended to cover emergency or other business that cannot be performed at any other time.

The accumulation of personal leave for personnel on the teacher's salary schedule shall not exceed five days. Accumulations in excess of five days, as of the first day of any school year shall be, at the option of the member, cashed-in (paid) at the substitute teacher-on-call-per-day-rate or converted to sick leave and added to the member's sick leave accumulation. The option shall be exercised on a form provided for that purpose and shall remain in effect until the member chooses to amend by submitting a subsequent form. If no form is submitted, excess days shall be converted to sick leave.

The accumulation of personal leave for non-certificated/licensed personnel shall not exceed five days. Accumulations in excess of five days, as of the first day of any school year, shall be, at the option of the member, cashed-in (paid) at one-half of the substitute teacher-on-call-per-day-rate or converted to sick leave and added to the member's sick leave accumulation. The option shall be exercised on a form provided for that purpose and shall remain in effect until the member chooses to amend by submitting a subsequent form. If no form is submitted, excess days shall be converted to sick leave.

Personal leave shall be requested in writing or verbally to the Human Resources Department because of the necessity of obtaining substitutes. Whenever feasible, such requests shall be made at least one week prior to the date requested for such leave.

To obtain payment for personal leave, the employee shall sign and file with the office of the Treasurer a form (see appendix) pertaining to the allowance for personal leave. Falsification of such form shall be grounds for disciplinary action up to and including termination.

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

Personal leave can be granted only when no compensation is received by the employee from other than school funds.

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

35.04 Religious/Holy Day Leave

When an absence is required because of a religious holy day and the employee requesting such leave has exhausted his/her allowed days of personal leave, the leave

will be granted, and when granted, the teacher shall receive not his/her normal per diem pay, but rather, his/her normal per diem pay less the pay of a substitute teacher for a maximum of nine (9) additional days. Any additional days taken beyond twelve (12) for religious holy days will be at no pay. In the event that such teacher subsequently desires personal leave for other than religious holy days after personal leave has been exhausted, up to three days at no pay may be granted under the terms of Section 35.03.

35.05 Professional Leave

Professional leave may be granted for:

35.051 The purpose of visiting other schools, attending to school business, including absence in responding to a subpoena issued in a matter involving discipline of a student or a court proceeding involving a student or rendering professional services.

35.052 For attendance at professional meetings as approved by the Superintendent.

Full pay shall be allowed for professional leave without deduction from sick leave or cumulative leave, provided no compensation is received by the employee from other than school funds during said leave.

35.053 Applications for professional leave shall be made on forms secured from the school principal. Applications shall be completed at least two weeks prior to the intended leave, except where circumstances make this impossible.

35.054 Employees taking professional leave are required to report their absence to the Substitute Employee Management System.

35.055 Educational Research and Dissemination

The Board shall provide up to six (6) days of professional leave per school year to the Union for the sole purpose of providing AFT Educational Research and Dissemination (ER&D) instructor training. The Board shall reimburse the registration fees for up to two teachers per year. Additionally, the Board shall reimburse the Union \$1,500 for a maximum of two ER&D courses sponsored annually as long as an external funding source is available.

The Union shall be solely responsible for assignment of ER&D instructors after discussion at Summit. By May 31, the Union shall submit to the Superintendent those new ER&D courses it seeks to have offered for credit during the ensuing school year. Such courses must not be inconsistent with District initiatives. If the new ER&D course is approved by the Superintendent, for every fifteen contact hours of ER&D coursework, teachers will be granted one credit for salary purposes (duplicate credit will not be granted on the salary schedule for ER&D coursework for which college credit is earned) and credit towards licensure/certification/licensure. Salary credit will only be earned after a teacher has received a Masters Degree.

35.056 Registered candidates for certification under the National Board of Professional Teaching Standards may request and shall be granted two days of professional leave for purposes of preparing for NBPTS assessments. Should the candidate fail to submit the portfolio and fail to complete the NBPTS assessment, two days of personal leave shall be deducted from the candidate's personal leave bank.

35.06 Professional Study

35.061 The purpose of professional study leave is to improve the professional qualifications of the teacher so as to produce a direct benefit to the school district. In the application for professional study leave the staff member shall delineate the specifications for self improvement which shall include: 1) Rationale. 2) General goals for staff member and the benefits to children. 3) Specific measurable objectives for the staff member. 4) Details of how the objectives will be accomplished by the staff member. 5) Procedure for evaluation of the staff member's attainment of goals and objectives. 6) Specific plan for financing leave if compensation is requested.

35.062 With Compensation

The superintendent may grant a leave of absence for full time approved professional study to not more than three staff members at any one time, provided they have served a minimum of five consecutive years in the system.

A staff member granted a leave of absence for full time professional study will, upon recommendation of the Superintendent and approval of the Board, receive compensation of \$4,000 provided the staff member returns to the Cleveland Heights–University Heights school system. Payment of the compensation will be made during December or the first year of service to this school system following the professional leave for study. Compensation from all sources shall not exceed the amount staff member would receive for full time employment in Cleveland Heights.

Should such emoluments exceed teacher's regular salary the amount paid by the Board of Education will be reduced accordingly.

35.063 Without Compensation

A leave of absence may be granted to a staff member for approved professional study at his/her own expense. Time spent in such study will be credited as experience on the salary schedule, provided an official transcript from such study is filed in the Superintendent's Office. Such leave will be granted only after a minimum of two years service in the school system.

35.064 A teacher on leave for professional study shall be returned to employment only at the beginning of the school year in September and then only if on or before April 1, the Director of Human Resources was notified in writing of the intention to return. A teacher wishing to return during the school year may request to do so, but the request will be honored only if a suitable vacancy exists or occurs during the school year. If the request for early return is denied, the leave shall expire at the end of the school year in June, at which time the teacher shall be reassigned.

35.07 Foreign Assignment

35.071 Leave of absence may be granted to not more than 10 staff members at any one time to accept foreign assignment with approval of the Superintendent.

35.072 In the application for foreign assignment leave, the staff member shall delineate the specifications for self-improvement and the resulting direct benefits to the district as outlined above. Time spent in such assignment will be credited as experience on the salary schedule.

35.073 A teacher on leave of absence for foreign assignment shall be returned to employment only at the beginning of the school year in September and then

only if on or before April 1, the Director of Human Resources was notified in writing of the intention to return. A teacher wishing to return during the school year may request to do so, but the request will be honored only if a suitable vacancy exists or occurs during the school year. If the request for early return is denied, the leave shall expire at the end of the school year in June, at which time the teacher shall be reassigned.

35.08 Other Non-Professional Leaves

A one-year leave of absence may be granted at the sole discretion of the Board to a staff member for other than professional study at his/her own expense. Not more than three such leaves will be considered each year. Time spent in such leave will not be credited as experience on the salary schedule. Such leave will be granted only after a minimum of ten years of service in the school system.

35.09 Return from Leave

Employees on return from unpaid leaves are assured of employment, but not necessarily in their former assignment. Generally, employees who are on a leave of absence must notify the Director of Human Resources, in writing, no later than April 1st, of their intention to return to work the following school year or of their intention to extend their leave of absence, if eligible. Employees on a child care leave of absence must notify the Director of Human Resources by April 1st of their intention to return to work the following year or of the intention to extend the leave, if eligible. Failure to make such notification by April 1st will result in an automatic extension of the leave, if the employee is eligible. If the employee has not made written notification to the Director of Human Resources by April 1st, the Director of Human Resources will notify the employee by regular and certified mail that if no written notice of intent to return to work in September is received by April 15th, the failure to submit such intent shall be treated as a resignation and will be acted upon by the Board at its next meeting after April 15th.

35.10 Jury Duty

Employees called to serve on juries will receive full compensation provided written proof of length of duty from bailiff of court is presented to the Human Resources Department.

35.11 Compulsory Leave

A person required to respond to a subpoena issued in a matter involving discipline of a student or a court proceeding involving a student or a court proceeding involving professional services or a person required by the District to attend a due process hearing under IDEA or Section 504 or a student disciplinary hearing (suspension or expulsion) that is during a vacation period, shall be compensated at \$50.00 per half day (3 hours) or any part thereof, or \$100.00 for more than a half day, upon submission of verification to the Director of Human Resources.

A person required to respond to a subpoena or warrant or court proceeding involving discipline of a student or a court proceeding involving a student or a court proceeding involving professional services, resulting in involuntary absence during a school period will receive full compensation upon submission of verification to the Director of Human Resources.

Any compensation received by the teacher, other than the above for compulsory leave pay, including but not limited to witness fees, etc., must be paid to the Board of Education. Time served under compulsory leave will not be charged to sick or personal leave.

35.12 Assault Leave

Pursuant to O.R.C. §3319.143, an employee who is unable to work because of a physical disability received in, or arising out of employment, whether during or outside of school hours and whether on or off school property, resulting from an assault, shall receive full scheduled compensation for the period of total disability less any amount received by the employee under the income continuity policy which is fully paid by the Board and less any compensation received by the employee under the Workers' Compensation Act of Ohio.

No payment shall be made or required for any period during which the employee elects to take sick leave.

The employee shall not qualify for, nor accrue, assault leave except upon submission of an application on a form to be furnished by the Board of Education, justifying the granting of assault leave; and if the employee receives medical attention, the employee shall furnish a certificate/license from his/her licensed physician stating the nature of his/her disability and its expected duration. (See appendix for form.) Employees shall also be required to complete an Incident Report form within ten (10) days of the incident, or as soon thereafter as is possible, disclosing the nature, participants, witnesses, and location of the assault. In addition, an employee receiving assault leave must agree to provide written and/or verbal testimony to assist the Board and the administration as necessary to insure appropriate disciplinary action is taken against the attacker. Falsification of either a signed statement, assault leave form, or a physician's certificate is grounds for disciplinary action up to and including termination.

Payment of assault leave shall be at the regular rate of pay in effect for such employee at the time of such assault. Payment shall also include payment being made or contracted to be made under supplemental contracts during the school year in which the assault occurs.

An employee who is on assault leave must apply for disability benefits under STRS as soon as the employee becomes eligible. Board payment for assault leave shall be discontinued as of the date of the STRS board decision as to whether the employee is eligible for disability benefits or is otherwise eligible for STRS benefits for age or for retirement. An employee who has not been granted STRS disability benefits will be expected to return to work or, if the employee presents appropriate medical documentation, may continue on an unpaid medical leave pursuant to the provisions of Section 35.017 of this Negotiated Agreement. In all other respects not covered by this section, the provisions of O.R.C. §3319.143 shall apply. The Board shall have the right to schedule periodic medical examinations at its expense, not to exceed one per assault leave, to confirm the continuing disability.

An employee who retires pursuant to this section shall have the right to be returned to assignment up to five years after retirement. Upon request, the retiree will be returned to assignment at the beginning of the subsequent school year provided that an appropriate physician's statement is submitted to the Director of Human Resources by May 1 of the preceding school year.

No reduction will be made from the teacher's assault leave, sick leave and/or retirement severance paid by the Board for sums awarded the teacher by the Workers Compensation Commission for a permanent disability.

35.13 Eligibility For Fringe Benefits While On Leave

As to leaves taken pursuant to Sections 35.017, 35.02, 35.06, 35.07, and 35.08 employees will waive retirement and all other benefits during the period of such

leave except that the Board will, on request, continue the insurance coverage with the following provisions:

- A. The employee may have the following choices of benefit packages as follows:
 - 1. Medical and hospitalization, including Medicare, Section 34.01.
 - 2. Self-insured package, Section 34.02 (includes dental, drug, vision and skilled nursing).
 - 3. Fixed cost income disability and life insurance, Section 34.023.
- B. The employee shall choose one package or multiple packages in any combination.
- C. The cost of the benefits chosen shall be borne by the employee.
- D. The choice shall be made before starting the leave and, once made, shall not be changed, except that the employee may elect at any time to discontinue all benefits for the duration of the leave.
- E. The employee cannot choose benefits in which the employee was not participating prior to the leave.

35.14 Part-Time Proration

As to sick and personal leave, members of the bargaining unit employed on less than a full-time basis shall be entitled to such leave prorated according to their fraction of full-time employment.

35.15 COBRA Eligibilities

The Consolidated Omnibus Budget Reconciliation Act of 1986 requires that employers offer certain health plans which were enjoyed by employees and/or their dependents who have lost coverage due to a change in dependency and/or employment status, including termination.

The COBRA qualified beneficiary may elect to continue health coverage they previously enjoyed with the following provisions:

- A. The COBRA qualified beneficiary may have two choices as follows:
 - 1. Variable cost hospitalization including Medicare, Sections 34.011 and 34.012.
 - 2. Section 34.02 (includes dental, drug, vision, skilled nursing in one package).
- B. The beneficiary shall choose one, both, or neither.
- C. The cost of the benefit or benefits chosen shall be 102% of applicable premium.
- D. Coverage notification, choice, payment, beginning, and ending shall all be in compliance with rules of COBRA.

35.16 Job Sharing

Job sharing shall refer to a voluntary option available for teachers, subject to the prior approval of the Superintendent or his/her designee, to share one full-time position.

1. Tenured teachers with at least three years of experience in the District are eligible to job share.
2. Teachers shall assume responsibility for finding job sharing partners. No teacher shall be required to job share.
3. Partnerships must be formed by July 1st for the 2004-05 school year. Should the pilot continue thereafter, a written proposal for partnerships must be submitted by March 1st.
4. The total number of job sharing teachers shall not exceed six (6) district-wide, i.e. three pairs per year, unless approved by the Superintendent or his/her designee.
5. Each teacher shall acquire one year seniority for each year of job sharing worked.
6. A job sharing partnership shall last one (1) school year.
7. The salary of the job sharing teacher shall be the percentage of that teacher's salary as set forth in this Agreement which represents a percentage of the job the teacher performs. Benefits also shall be available on a pro rata basis. For example, if two (2) teachers equally share a position, each teacher will be paid 50% of the salary she/he would otherwise earn and be entitled to 50% of the total fringe benefits paid by the Board under this Agreement. Any difference between the 100% paid coverage and the pro rata entitlement shall be paid by the teacher. It is further understood that, due to the need for coordination of educational programming, the actual work needed to facilitate a successful job share may exceed the percentage assigned by the Superintendent for the pay and benefits and the division of the work shall be agreed upon in writing at the time the job share is approved.
8. In order to maximize the continuity of the educational program of students, each participating teacher shall, with advance notice, substitute for his/her partner and shall be paid the appropriate prorated amount at the daily substitution rate. If the partner cannot substitute, a qualified substitute shall be employed.
9. A written grading philosophy and discipline standard in compliance with existing policies will be agreed upon by the participants and the building principal. Said philosophy and standard will be kept on file in the Principal's office, and distributed and discussed with parents/guardians within the first three (3) weeks after the start of school. The same holds true for new subjects, if applicable.
10. Equity of work load/time on duty will be attempted at all times by all participants concerned. A schedule will be determined and agreed upon before the building schedule is finalized.
11. Both job sharing teachers must attend Curriculum Night and parent conferences scheduled in accordance with the Negotiated Agreement.
12. Between them, job sharing teachers shall be responsible for performing a full-time equivalency of instructional assignments, and attendance at required meetings. Additionally, job share teachers are required to attend mandatory professional development sessions related to their instructional content areas and in-service related to key District initiatives.
13. To be considered for job sharing, the interested teachers must submit a written proposal detailing how the proposed arrangement will work. This detailed proposal shall outline how their educational philosophies are compatible, how they will share a full-time equivalent load of performance responsibilities, and how they will ensure cohesiveness in instruction for students.

14. No later than May 1st, job sharing proposals shall be returned to the job sharing applicants indicating that their applications have been approved or denied by the Superintendent.
15. Should this pilot continue beyond the 2004-05 school year, a job sharing partnership may continue for no more than three (3) years. At the end of the three (3) year period, the partnership may continue only if the total number of allowable partnerships is not previously filled. In that event, the partnership may continue on a year-to-year basis, subject to the approval of the Superintendent or her/his designee. Upon dissolution of the job sharing partnership, the individual job sharing teacher shall be eligible to receive a full-time position subject to his/her certification/licensure.
16. Job Share teachers will be evaluated pursuant to the Negotiated Agreement.

35.17 Catastrophic Leave

Donations of sick leave days to establish and maintain a sick leave bank will be initiated by the Human Resources Department on a form designed and furnished by the Treasurer. Individual members of the bargaining unit may donate a maximum of ten days of sick leave in any one school year.

Any member of the bargaining unit who is currently absent due to a catastrophic, long-term, life-threatening illness or accident and has exhausted all of his/her accumulated sick leave, and has applied but has not yet been approved for STRS or SERS disability, is eligible to receive sick leave days donated by other members of the bargaining unit.

For the purpose of this section, a “catastrophic illness or injury” shall be limited to matters which constitute a significant and serious medical condition such as:

- Amputation of a limb
- Spinal cord injuries
- Severe head injury/trauma
- Severe burns
- HIV spectrum disorders
- Cancer
- ALS (Amyotrophic Lateral Sclerosis)
- Cerebral Palsy
- Muscular Dystrophy
- Hemophilia
- Hepatitis
- Stroke or cerebrovascular event/accident
- Other serious rare disease(s) and/or debilitating conditions (as determined by a duly licensed physician)

Catastrophic or long-term illness is not intended to include maternity leave and/or absence due to childbirth. However, complications resulting from pregnancy or childbirth which result in a catastrophic illness or injury may be included.

Medical documentation shall be provided by the bargaining unit member to the Superintendent or his/her designee and made available when necessary for the determination of whether a catastrophic illness or injury has occurred and provided, as requested, to appropriate individuals.

The employee may make application to the Director of Human Resources to draw from the sick leave bank on an application form agreed to by the Board and the Union. Approval to draw from the sick leave bank shall be granted by the Superintendent’s designee.

Employees qualifying under this section will continue to receive regular salary/wages and benefits until all donated days are exhausted. No employee will receive more donated sick leave than the workdays remaining in the school year in which they become eligible.

Should the employee be denied eligibility to draw from the sick leave bank, the Union shall have the opportunity to appeal directly to the Superintendent who upon hearing the appeal, shall, within ten days, issue a decision to either allow the employee to draw on the sick leave bank or uphold the denial of the employee's application.

Upon notification that the employee is either denied or approved for STRS or SERS disability retirement, the employee will no longer be eligible to withdraw days from the sick leave bank.

Should the employee return to work after having drawn days from the sick leave bank, the employee shall contribute one sick day for every three days accumulated to the sick leave bank, to a maximum of five days per school year. Such contribution shall be deducted from the employee's final pay of the school year. Such deductions shall continue until such time as the contribution of sick days equals the number of sick days withdrawn from the bank or the employee retires or resigns. At the staff member's retirement from the District, any accumulated sick leave will be used to repay remaining sick leave days borrowed from the Sick Leave Bank before any redemption of unused sick leave is calculated.

36.00 EVALUATION

36.01 Program for Teacher Evaluation

The evaluation procedure that follows is the contractually agreed procedure for this bargaining unit. It was negotiated between October 1, 1989, and September 30, 1990, and became retroactively effective on September 4, 1990. It changes Ohio Revised Code only in the areas and dates delineated, including Sections 36.02 (1), (4), (5), (6), (7) and 36.04. All other rights, including hearing rights, accruing and deriving from the Ohio Revised Code, including among them, ORC Section 3319.11, are protected statutory rights of the members of the bargaining unit. Evaluations conducted under this procedure must, except for the areas and dates delineated, comply with ORC 3319.11.

The parties agree on the need for an ongoing comprehensive review of the teacher appraisal system, evaluation instrument(s), and protocol. To that end, the current Evaluation Committee will be re-constituted as the Appraisal Review Committee (ARC) with four (4) members appointed by the Union and four (4) administrators appointed by the Superintendent, in addition to the Superintendent, for the purpose of reviewing the present evaluation and appraisal system and making recommendations to the Board and Union for the adoption of improvements to the evaluation process and/or any corresponding evaluation instrument(s). The ARC shall be an ongoing collaborative committee and recommendation, if any, will be made prior to the beginning of each school year. Changes recommended by the ARC will not become a part of this Agreement unless adopted by the Board and approved by the Union. The ARC will meet no less than ten (10) times per year or as otherwise determined by the Committee.

36.02 Evaluators, Procedures, Dates

1. Evaluators must be administrators and have one of the following (a through g) certificate/licenses or qualifications except for the entry year internship.

- a. Principal Certificate/License
- b. Assistant Superintendent Certificate/License
- c. Superintendent Certificate/License
- d. Educational Administrative Specialist Certificate/License
- e. General Supervisor Certificate/License
- f. Career Technical Education Supervisor Certificate/License
- g. Certain Administrators without the above certificate/license explained below:

During internship (#1 above) the assignment of the evaluator shall be determined by the entry year internship mentor-teacher program according to the rules of the entry year internship mentor-teacher program.

Certain administrators (#g above) are certificated/licensed staff who do not have administrative certification/licensure. When such an administrator is assigned supervisory responsibility for certificated/licensed staff, the Director of Human Resources may assign that administrator to evaluate as well as supervise the assigned staff.

- a. Administrators who are not based in school buildings and who are responsible as evaluators shall be responsible for writing all formal observations and evaluations of any teacher assigned to them for evaluation purposes.
- b. These administrators shall consult with the building principal(s) of all teachers assigned to them for evaluation purposes.
- c. Should the consultations between the teacher's assigned evaluator and the building principal(s) result in the issuance of a "U" unsatisfactory rating on the formal evaluation based on input from the building principal(s), that principal shall be present at the evaluation conference and will also sign the evaluation form.
- d. If the evaluating administrator is unable to complete the evaluation because of an extended unforeseen absence, for example for a serious illness, the Director will assign another administrator to complete the evaluation.

During a school year, each certificated/licensed staff member will be evaluated by only one of the above people (#s 1.a through g).

- 2. At least two thirty-minute observations must be made for each evaluation by the evaluator assigned.
- 3. Should a written evaluation note areas of performance in which improvement is desired, then the same written evaluation must include specific recommendations for improvement in the area or areas noted.
- 4. No limited contract teacher may be non-renewed for performance unless the evaluations specified in Section 7 below have been performed. Teachers non-renewed for reasons of reduction in staff pursuant to Article 28 need not be evaluated.
- 5. The first evaluation must be completed with a written report to the teacher no later than January 15.

6. The second evaluation must be completed with a written report to the teacher no later than April 1.
7. Limited Contract Evaluation Schedules:
 - a. The two evaluations per September-June school year noted with the completion dates of January fifteenth and April first shall be effective for limited contract teachers hired/employed previous to December first of that school year.
 - b. One evaluation with a completion date of April first shall be considered sufficient for limited contract teachers hired between December first and February fifteenth of a September-June school year.
 - c. Evaluation is not required for limited contract teachers hired after February fifteenth of a September-June school year.
 - d. Generally, limited contract teachers with seven or more years of teaching experience in the district shall be placed on a two year evaluation cycle.

Other than through a peer evaluation program, such as a mentor program, no member of this bargaining unit will be required to evaluate any other member of this bargaining unit.

36.03 Continuing Contract Teachers

Generally, evaluations of continuing contract teachers shall occur on a three-year cycle and observations may or may not be incorporated into the evaluation process.

36.04 Pertinent Dates

Teacher Report Day	Evaluations begin
October 1	Notification deadline for evaluation of continuing contract people
November 30	Last hire date for two evaluation people
January 15	First evaluation deadline
February 15	Last hire date for one evaluation people
March 20	Last date for filing of credentials for continuing contract eligibility
April 1	Second evaluation deadline
June 1	Evaluations completed on continuing contract people

36.05 Evaluation Procedures Delineated

36.051 Introduction & Goals

The goal of the Performance Appraisal Program is to implement a revised teacher observation and evaluation process. The major objectives of this plan include the following:

1. Provide recognition and commendation for quality instruction.
2. Improve instruction in all areas at all levels.
3. Promote a supportive and nurturing classroom environment.
4. Eliminate ineffective instructional practices.

5. Develop more positive and cooperative staff attitudes.
6. Develop greater flexibility and adaptability to new ideas and situations.
7. Assure that only the best possible candidates receive tenure in our district.
8. Assure greater uniformity and consistency within the evaluation process.

36.052 The Guidelines

The use of this supporting document will help ensure standards of expectation that will be used uniformly across the district by all administrators who are involved in the observation and evaluation process.

The supplement is a description of those characteristics which indicate the expectations for teacher behavior. It is intended that the observation, commentary, and evaluation forms will be completed using the sections, categories, defined indicators and supporting comments as the primary descriptors of the teacher's performance.

36.053 Evaluation/Observation/Commentary Forms

The Classroom Observation Form (#HR2921), the Teacher Evaluation Form (#HR2922) and the Commentary Form (#HR2923) are typically provided by the Human Resources Department. However, these forms may be computerized and prepared by another administrator or designee other than the Human Resources Department. As long as the content of the form is identical to the content of the form which is prepared by the Human Resources Department and incorporated into this Negotiated Agreement in the Appendix, the form shall be acceptable despite differences in appearance such as type of font style, spacing, paper size, margins, tabs, and other items in like category. There are four sections:

Teaching Methods/Approaches/Performance
 Teacher/Pupil Relations
 Classroom Appearance and Organization
 Professional Duties and Responsibilities

These sections are supported by formal and informal classroom observations, verbal and written directives, commendations, reprimands and conferences.

The KEY is used to mark the performance of a teacher.

Satisfactory: This mark is given when the teacher has successfully fulfilled all defined indicators.

Unsatisfactory/Needs Improvement: This mark is given to the numbered category when one or more of the defined indicators is judged to be unsatisfactory.

Not Applicable: This mark is used when the observer/evaluator judges the category to be irrelevant to the evaluator or observer.

Not Observed: The category and/or defined indicators have not been observed.

36.054 Comments

This section is reserved for laudatory statements concerning performance and/or statements concerning areas that have been marked **Unsatisfactory or Needs Improvement**. When these marks are given, specific deficiencies must be stated and specific recommendations and means for improvement must be included.

When additional pages are needed for comments, the evaluator and teacher should initial and date each sheet.

36.055 Recommendation for Employment

This section is completed for each teacher evaluated. Recommendations could include nonrenewal, extended limited, renewal and/or tenure.

36.056 Teacher Signature

If a teacher refuses to sign an observation, commentary or evaluation form, the evaluator is to record and date this fact on the form.

36.057 Copies

- A. Teacher Evaluations & Commentary
Copies of evaluations and commentaries must be distributed to teacher, evaluator, and to the Board Personnel File.
- B. Classroom Observation
Copies of observations are distributed to teacher and evaluator.

36.058 Evaluation Cycles

- A. The Director of Human Resources will supply each evaluator with a list of all their staff to be evaluated during the current school year.
- B. The Director of Human Resources will distribute to all evaluators a list of the staff assigned to more than one (1) building, their cycle and the evaluator responsible for the evaluation.

36.059 Evaluator's Responsibilities

- A. Evaluator will notify those teachers being evaluated during the current school year.
- B. Evaluator will retain a copy of the completed evaluation, commentary and observation forms.

NOTE: It is important to remember that an evaluator's files can be subpoenaed should there be legal action taken against the school district.

36.060 CLASSROOM OBSERVATION AND EVALUATION FORMS TEACHING METHODS / APPROACHES / PERFORMANCE

1. Teacher preparation

- a. The lesson relates to previous work.
- b. Appropriate follow-up activities or assignments have been planned.
- c. The teacher has planned for evaluation of instruction.

2. Lesson plans

- a. Written lesson plans are available, up to date, include specific objectives, and give directions for instruction and implementation of courses of study.
- b. Lesson plans are available to substitutes.

- c. The teacher uses classroom performance and test data to revise instruction.
- 3. Preparation of students for lesson**
- a. The teacher clearly explains what the students are expected to do during class time.
 - b. The teacher clearly explains the assignment.
 - c. The teacher fosters good work habits on the part of the students.
 - d. The teacher appropriately prepares students for lessons/experiences such as assemblies, field trips, speakers, etc.
- 4. Quality of classroom instruction**
- a. Instruction contains elements of a good lesson: introduction, goal setting, direct instruction, practice, summation and closure.
 - b. The teacher encourages classroom discussion.
 - c. The teacher engages the students in the lesson.
 - d. The teacher stimulates and challenges the students to use higher levels of thinking skills.
 - e. The teacher encourages the students to ask questions.
 - f. The teacher plans classroom activities so students can work cooperatively.
 - g. The teacher paces the lesson appropriate for students' understanding.
 - h. The teacher employs a hierarchy of questions.
 - i. The teacher uses effective motivational techniques in the classroom.
- 5. Attention to individual differences**
- a. The teacher gives individual students tasks appropriate to their ability/achievement level.
 - b. The teacher varies questions and teaching strategies when a student is unable to understand.
 - c. The teacher uses available school/district resources to meet the needs of students.
 - d. The teacher attempts to elicit responses from all students.
 - e. The teacher demonstrates the ability to work with individuals, small groups and large groups.
- 6. Use of class time (time on task)**
- a. The teacher begins the lesson promptly.
 - b. The teacher provides a task-oriented environment.
 - c. The teacher uses class time efficiently.
 - d. The teacher plans for smooth transitions between activities to maximize time on task.
 - e. The teacher discourages interruptions from the lesson and classroom activity.
 - f. The teacher fosters efficient classroom management routines; i.e., material/equipment ready and available, material distribution and collection, attendance, announcements.
- 7. Variety of approaches to subject**
- a. The teacher effectively and appropriately uses a variety of the following: lecture, lecture and discussion, lecture and demonstration, small group discussions/interactions, class projects, individual seat work, learning stations, role playing, simulations, audiovisual, debates or experiments.
 - b. The teacher varies the approach to accommodate students' learning styles.
 - c. The teacher uses a variety of materials and resources.
- 8. Knowledge of subject matter**
- a. The teacher exhibits current knowledge of the subject.
 - b. The teacher correctly responds to subject questions posed by the students.
 - c. The teacher expands beyond printed material used.

- 9. Appropriateness of lesson**
- a. The teacher follows the approved curriculum and course of study.
 - b. The teacher gives students tasks appropriate to their ability/achievement level.
 - c. The teacher checks student records and test information to plan instruction.
- 10. Effectiveness in communication**
- a. The teacher speaks and writes clearly, using correct English.
 - b. The teacher uses rules of spelling, punctuation and grammar in all written materials.

TEACHER/PUPIL RELATIONS

- 11. Rapport between students and teacher**
- a. The teacher shows respect and concern for students as individuals.
 - b. The teacher provides feedback in a positive manner.
 - c. The teacher encourages students to show respect for others.
- 12. Maintenance of appropriate discipline**
- a. The teacher communicates his/her expectations for classroom behavior (rules & classroom procedures).
 - b. The teacher implements rules and procedures consistently and fairly.
 - c. The teacher displays self-control in difficult situations.
 - d. The teacher maintains control of student behavior.
 - e. The teacher encourages students to take responsibility for their own behavior.
- 13. Consciousness of equity issues**
- a. The teacher's behavior reflects respect for students regardless of race, color, religion, sex, national origin, ancestry, age or disability.
 - b. The teacher sets equitable expectations for students regardless of race, color, religion, sex, national origin, ancestry, age or disability.

CLASSROOM APPEARANCE AND ORGANIZATION

- 14. General classroom appearance**
- a. The room is neat, orderly, attractive and safe.
 - b. The physical arrangement of the classroom maximizes opportunities for student learning, i.e. learning centers, seating arrangement, and access to supplementary learning materials.
- 15. Appropriate displays**
- a. Samples of student work are visible in the classroom.
 - b. There are displays, bulletin boards, charts, and other materials related to current instruction.
 - c. Building safety instructions and bulletins are displayed.

PROFESSIONAL DUTIES AND RESPONSIBILITIES

- 16. Appropriate dress and language**
- a. Recognizing that there is no dress code, the teacher dresses and grooms him/herself appropriately.
 - b. The teacher uses appropriate language with students, parents and colleagues.

17. **Workday responsibilities outside the classroom**
 - a. The teacher effectively carries out assigned responsibilities, i.e. hall, cafeteria, playground duty.
 - b. The teacher assists in monitoring student behavior outside the classroom.
18. **Punctuality/Contractual Hours**
 - a. The teacher is prompt to all assignments.
 - b. The teacher adheres to the contractual work day for his/her assignment.
19. **Record keeping and reporting**
 - a. The teacher is prompt and accurate in record keeping, i.e. report cards, student records, disciplinary reports, attendance, emergency reports, etc.
 - b. The teacher is able to substantiate the rationale for grades/reports with appropriate documentation.
20. **Cooperation with staff**
 - a. The teacher shares student information necessary to the instructional program with colleagues.
 - b. The teacher cooperates in carrying out school and district projects during the work day.
 - c. The teacher shows respect and support for colleagues.
 - d. The teacher demonstrates willingness to share ideas, materials and resources with colleagues.
21. **Cooperation with parents/guardians**
 - a. The teacher provides reports and information to parents/guardians.
 - b. The teacher responds to requests for information in a timely and professional manner.
 - c. The teacher is respectful and professional in communication with parents/guardians.
22. **Compliance with policies and directives**
 - a. The teacher follows policies and directives.
 - b. The teacher implements policies and directives.
23. **Cooperation with administration**
 - a. The teacher is professional with administrators.
 - b. The teacher demonstrates pride for his/her school and district.
24. **Willingness to assume responsibilities**
 - a. The teacher displays a positive and helpful attitude.
 - b. The teacher initiates positive action in problematic situations.

37.0 DISCIPLINARY PROCEDURE

If an administrator determines there may be cause for disciplinary action and intends to make it a matter of record, the teacher shall be informed of the following:

- a. Reason for the meeting.
- b. Scheduled meeting time(s) and date(s).
- c. Topic of the meeting.
- d. The right to a representative from The Union.

At the meeting(s), the teacher will have the opportunity to respond to, rebut, offer mitigation, and/or accept the allegation(s) and intended action.

38.0 GRIEVANCE PROCEDURE

38.01 Preamble

The Cleveland Heights–University Heights Board of Education, hereinafter referred to as the Board, and the Cleveland Heights Teachers Union, hereinafter referred to as the Union, recognize that it is to their mutual advantage to establish procedures through which individuals may attempt to resolve concerns in areas of disciplinary action, interpretation or application of the Agreement or recognized work rules or practices.

38.02 Grievance Definition

A Grievance is a claim by an individual teacher in which the dispute, disagreement or difference concerns disciplinary action taken or interpretation or application of provision of the Agreement or of recognized work rules or practices.

38.03 Informal Procedure

The initial concern regarding a dispute, disagreement or difference shall be handled by direct contact between the teacher, either by him/herself or in the company of a Union representative, and the teacher's immediate supervisor.

38.04 Formal Procedure

If not settled through the informal procedure and if the dispute, disagreement or difference falls within Article One's Grievance definition, a formal grievance then may be initiated by the teacher.

38.041 The formal grievance initiation must be written by the teacher on a standard form (see appendix) prepared by the Union and the Board of Education jointly and supplied by the Board of Education.

38.042 The form shall include, in writing, a statement of the facts, individual or individuals specifically involved, reference to the provision in the agreement and/or employment guide involved, or the basis for grievance if not based upon manual provisions.

38.043 The formal grievance shall be signed by the grievant and delivered to the principal of the school in which the grievant is employed or to a principal of his/her choice if grievant is not employed in a school unit.

38.044 The grievance must be filed within twenty (20) school days of its occurrence or it will no longer exist. School days are defined as days the grievant is scheduled to work.

Grievable offenses occurring within the last twenty school days of a school year must be filed no later than July 15 of that year.

38.045 A copy of the written grievance shall be sent to the Human Resources Department.

38.046 At the request of the grievant, the hearing at Step 1 shall be omitted, and the grievance shall proceed immediately to Step 2 as though the hearing had been held at Step 1 and the grievance denied.

38.05 Grievance, Step 1

38.051 Not later than five (5) days after a grievance is filed, the principal will notify the teacher and the Union representative of the date, time and location of the meeting in Step 1.

38.052 The date of the Step 1 meeting shall be not later than ten (10) days after the date of the notification.

38.053 At the Step 1 meeting the grievant and the principal shall be present. A Union representative shall be present if the teacher so requests.

38.054 Not later than five (5) days after the conclusion of the Step 1 meeting, the principal shall submit his/her disposition in writing to the grievant.

38.055 A copy of the disposition shall be given to the Union representative and to the Director of Human Resources.

38.06 Grievance, Step 2

If the grievance is not settled at Step 1, the following procedure shall be followed.

38.061 The teacher may, not later than ten (10) days after receipt of the written disposition of Step 1, submit to the Director of Human Resources a written request for a meeting at Step 2 for the purpose of settling the grievance.

38.062 Not later than five (5) days after receipt of such a request the teacher and the Union representative shall be notified of the time and location of the Step 2 meeting.

38.063 The date of the Step 2 meeting shall be not later than ten (10) days after the date of notification.

38.064 The meeting at Step 2 shall be before the Superintendent and/or such member of the Superintendent's staff as he/she shall designate.

38.065 The grievant shall be present and a Union representative shall be present if the teacher so requests.

38.066 Not later than five (5) days after the conclusion of the hearing at Step 2 the Superintendent or his/her designee shall submit a disposition in writing to the grievant. A copy shall be sent to the Union representative and to the Human Resources Department.

38.07 Grievance, Step 3

If the grievance is not settled at Step 2, the following procedure shall be followed:

38.071 The teacher may, not later than ten (10) days after receipt of the written disposition in Step 2, submit to the Director of Human Resources a written request for a meeting at Step 3 for the purpose of settling the grievance.

38.072 No later than five (5) days after receipt of such a request the teacher shall be notified of the time and location of the meeting at Step 3 by the Director of Human Resources.

38.073 The Step 3 meeting shall be not later than ten (10) days after the date of notification.

38.074 The Step 3 meeting shall be before the Cleveland Heights–University Heights Board of Education (hereinafter referred to as the Board) or a committee of the Board consisting of at least three of its members.

38.075 The grievant shall be present at the Step 3 meeting. A Union representative shall be present if the teacher so requests.

38.076 Not later than ten (10) days after the conclusion of the hearing at Step 3, the Board shall submit its disposition in writing to the grievant. A copy shall be given to the Union representative and to the Human Resources Department.

The Board may decline to hear a grievant at Step 3, in which event the matter shall, at the option of the Union, be appealed to Step 4.

38.08 Grievance, Step 4

38.081 The Union may, not later than twenty (20) days after receipt of the Board's written disposition at Step 3, or the Board's decision not to hear the matter, submit to the Board a notice of arbitration. The notice shall include a brief statement setting forth precisely the issue to be decided by the arbitrator and the specific provision of the agreement involved, and the name of the person who will represent the Union in the arbitration. The Board shall thereupon submit to the Union the name of the person who will represent it in the arbitration, and the two persons so named shall, within ten (10) days thereafter, attempt to agree upon an arbitrator.

38.082 In the event the said persons are unable to agree upon an arbitrator within the ten-day period, the matter shall be submitted alternatively, unless agreed otherwise, to the Center for Labor Relations and Human Resources and the American Arbitration Association, and the Arbitrator shall be selected from a list supplied by the Center or AAA pursuant to its rules.

38.083 The arbitrator shall limit his/her decision strictly to the application and interpretation of the provisions of the agreement or of the employment guide involved. The hearing shall be pursuant to the rules of the Center for Labor Relations and Human Resources or American Arbitration Association, as appropriate.

38.084 The Supreme Court of Ohio, having held binding arbitration to be legal within the limits on the matters which the Board can legally permit binding arbitration, the decision of the arbitrator, so long as it does not add to or amend the contract shall be binding.

38.09 Time Limitations

In determining the time limitations of Steps 1, 2 and 3, Saturdays, Sundays and Holidays shall be excluded.

With the exception of Step 4, grievances not heard within the prescribed time limitations contained herein automatically proceed to the next level upon written notification from the Union or Administration, provided further that either party may request an extension of time at any step of the grievance procedure.

38.10 Grievant Rights

38.101 The grievant may be represented at all stages of the grievance procedure by any person of his/her own choosing, except that he/she may not be represented by a representative, member or officer of any teacher organization other than the Union, nor by any employee of the Board not assigned by the Union as an official representative.

38.102 When a teacher is not represented by the Union, the Union shall have the right on its request to have its representative present to state its view at all stages of the grievance procedure.

The Board shall notify the union of any grievance filed by a member of the bargaining unit and the dates, times and locations of attendant meetings or hearings.

38.103 Nothing contained herein shall prevent any grievant from presenting a grievance and having it heard without intervention or representation by the Union.

38.104 The Union agrees to process grievances for members of the unit regardless of whether or not the grievant is a member of the Union.

38.105 Copies of all grievances and grievance dispositions shall be transmitted to the Principal, the Superintendent, the Teacher, the Union, and the Director of Human Resources.

38.11 Professional Rights

No reprisals of any kind will be taken by either party or by a member of the Administration against any party in interest, Union representative, or any participant in the grievance procedure.

38.12 Administration-Union Concerns

38.121 From time to time problems may arise in which the Union or the Administration may feel discussion is needed between the Union and Administration in an effort to satisfactorily resolve such problems.

38.122 In such event, a meeting will be scheduled upon request by either party.

38.123 The meeting shall be scheduled no later than five (5) days after the date of such request in order to resolve the problem.

38.124 If the matter cannot be satisfactorily resolved, both parties will prepare a written position paper explaining the respective views.

38.125 The problem and the position papers will be submitted to the Board.

38.126 Within ten (10) days of receipt of the position paper, the Board will review the problem. The Board position shall be sent in writing to the Union and to the Administration. The Board position shall be made in writing not later than twenty (20) days after receipt of the position papers.

38.13 "Class" Grievances

A grievance is made and executed by an individual teacher. The basis of a grievance may apply to more than one individual. An individual grievance made and executed may apply to a class of teachers and may result in a change of policy interpretation.

38.14 Amendment to Grievance Procedure

The Grievance Procedure may be amended through formal negotiations.

39.00 SUB-CONTRACTING

Subcontracting of any work which is performed or could be performed by members of this 795 bargaining unit whether employed, or to be employed, shall be a mandatory subject of bargaining.

- a. The following are exceptions to the above:
 - Occupational therapy services including Occupational Therapists.
 - Physical therapy services including Physical Therapists.
 - Two Intern Psychologists.
 - Orientation Mobility Instruction.
 - Purchased audiological services done outside of the schools.
 - Other purchased services, intermittently purchased previous to September 5, 1989.
 - Auxiliary Psychologists, Nurses, Health Aides, L.D. Teachers and Gifted and Talented Teachers who are already subcontracted.
 - Testing of students for purposes of identifying students for Gifted Education

It is recognized by both the Board of Education and the Union that auxiliary schools may, under certain circumstances, hire their own personnel, or sub-contract to employers other than the CH-UH School District, and effect payment through the Board, and in such a situation, this contract term would not be effective.

It is recognized by both the Board of Education and the Union that work may at times be legislatively mandated and that such legislation may mandate employees from outside of the 795 unit and that in such situations, this contract term would not be effective.

It is recognized that in situations in which a new program is legislatively mandated, the school district may choose to send the students to other places rather than educate within our schools, and in such a situation, this contract term would not be effective.

- b. It is recognized by both the Board of Education and the Union that changes in law may cause either party to desire to discuss this section on sub-contracting previous to the negotiations for a successor contract. In such instances, discussion shall be pursuant to the rules under Section 38.12, Administration-Union Concerns.
- c. Two positions per school year from funds by a fiscal agent other than the Board of Education for a position that is not named in the Preamble of the Negotiated Agreement. No such position funded in this manner shall continue beyond two school years.
- d. No more than one full time intern or two part-time interns shall be supervised by a district Social Worker during any given school year.

39.01 Education Reserve Center at the Mall Consortium

The Union accepted the agreement between the Board and the Education Reserve Center at the Mall Consortium as adopted by Board Resolution on October 10, 2000. However, no more than thirty students from the district shall be assigned to the Education Reserve Center in any school year.

40.0 NON-CERTIFICATED STAFF

40.01 Lunch Aides

Lunch aides shall be hired, and one lunch aide shall be assigned to each elementary school to release, to the extent available, K-3 elementary teachers, excluding tuition-based full-day Kindergarten classes, from morning recess. When not so engaged, the lunch aide shall be used to provide secretarial or other assistance under the direction of the building principal.

40.02 It is recognized that in some schools, teachers will still have to assist in supervision of morning recess and that in all schools, teachers will still have to supervise afternoon recess. The school principal shall be responsible for assignment of the lunch aide and, where it is not possible to completely release the teacher from supervision of morning recess, shall assign teachers for that purpose but in an equitable manner so that the relief for morning recess shall be to the greatest extent possible.

Teachers in the elementary schools shall be scheduled on a regularly assigned and equal basis to be present in their building during the noon period to supervise the lunch aide. When a lunch aide is present, and a teacher is scheduled to be present and is present in the building, the teacher need not be physically present in the children's lunch room but shall be in the building and shall be available to a lunch aide. In the absence of a lunch aide, the teacher scheduled to supervise the lunch aide shall be placed in charge of the pupils. When a teacher is present and students are present but no lunch aide is present, the teacher shall be present and shall supervise the children's lunch room. In the event during the lunch period a lunch aide is not present and there are students present the teacher supervising shall receive pay pursuant to the table in Section 30.0. It is recognized that teachers may by mutual agreement exchange with each other the assigned lunch aide supervision period.

40.03 If non-scheduling of specialist teachers, i.e., vocal music, art, physical education, library (excluding classes assigned to ancillaries) causes a reduction in preparation-released time at the elementary level, from the time provided in the 1975-76 school year, negotiations shall thereupon occur on the issue of preparation-released time.

It is understood that for purposes of this section we shall use a figure of seven percent of regular elementary classroom teachers to be vocal music, art and physical education teachers to determine whether or not negotiations shall thereupon occur. Every effort shall be made to cause preparation released time periods to occur on separate days instead of the same day.

When a Math/Science Resource Teacher is teaching the entire class, the regular elementary teacher shall be released for preparation and planning.

40.04 Middle School Lunchroom and Study Hall

The Board proposes to remove teachers from study hall and lunchroom duties at the middle schools to the extent possible via the hiring of non-certificated/licensed personnel.

Effective for the 1989-90 school year the Board will hire not less than three more monitors for not less than 3.0 hours per day each, to relieve to the extent possible, certificated/licensed teachers from lunchroom and study hall duties.

In future years, the Board shall have the right, without negotiation, to increase the number and or to increase the daily hours worked over 3.0 of middle school lunchroom and study hall monitors.

In future years, the Board shall have the right, without negotiation, to decrease the number of middle school lunchroom and study hall monitors and replace them with teachers.

In future years, any decrease in the number of middle school lunchroom and study hall monitors that does not replace the assignment with teachers or any decrease in daily hours below 3.0 shall require negotiation.

40.05 Elementary School Libraries

The Board proposes to reduce the number of elementary school librarians from 8.0 positions to 5.1 positions and to further staff elementary libraries with non-certificated/licensed personnel.

- a. It is agreed that the number of certificated/licensed librarians shall be decreased 2.9 positions in September, 1989, and 4.5 ancillaries at not less than half-time each shall be hired for 1989-90 to serve in the libraries.
- b. Two positions in the Department of Educational Media, presently located at Taylor Academy and presently titled Head Cataloger and Assistant Cataloger, shall continue to be employed on the Non-certificated/licensed Librarians Schedule.
- c. Classroom teachers shall not be assigned to library instructional duties.
- d. All persons working in the school libraries shall be certificated/licensed librarians, non-certificated/licensed librarians, or non-certificated/licensed school ancillaries except for up to 2.0 media clerk positions (presently occupied by three people) at the High School.
- e. The Board shall have the right in future years to further reduce library positions. In such event, tenured certificated/licensed librarians shall have the right to assignment to classrooms in his/her other areas of certification/licensure. Any tenured librarian laid off due to a lack of certification/licensure shall be entitled to become certified in classroom instruction and to be reassigned to continuing service in the order of seniority in the district if and when teaching positions become vacant or are created for which any of such librarians are or become qualified.

40.06 Middle School ISD

The Board proposes to eliminate the use of certificated/licensed teachers to staff the middle schools' in-school detention rooms.

- a. Effective for the 1989-90 school year, the Board will hire a minimum of five more monitors to perform various duties specified in their job description including, but not limited to, staffing the middle schools' in-school detention with monitors or teachers for lunch periods, released periods, and other periods.

- b. The five monitors hired in a. above shall include one full time monitor at each school and none of the middle school monitors shall be hired for less than five-eighths time.
- c. The Board shall have the right, without negotiation, to reduce the number of ISD monitors and reassign teachers to the ISD program.

The Board shall have the right, without negotiation, to reduce the number of ISD monitors and close the ISD program.

The Board shall have the right, without negotiation, to staff the Monticello ISD program with monitors.

The Board shall be required to negotiate any reduction below the five-eighths daily hourly minimum for middle school ISD and campus monitors.

40.07 High School ISD

Effective for the 2000-01 school year, the Board shall have the right to staff the High School ISD room with monitors by hiring one additional monitor.

- b. Two monitors shall be assigned to the High School ISD room.

40.08 Non-Certificated Ancillaries

- a. Non-certificated/licensed school ancillary is a Cleveland Heights Teachers Union position.
- b. Non-certificated/licensed school ancillaries shall work a one hundred and ninety (190) day, thirty-eight (38) week schedule that corresponds to the schedule worked by this bargaining unit.
- c. School ancillaries shall not perform professional instructional duties.
- d. Any present employee transferred to school ancillary after August 26, 1989, shall maintain and keep his/her seniority in respect to placement on the salary schedule.
- e. The same timelines for layoff of certificated/licensed staff should be used for the layoff of ancillaries and other non-certificated/licensed bargaining units.

40.09 Nurses' Aides

- a. The Union accepts the assignment of nurses' aides to the district's schools and acknowledges that those nurses' aides will be placed in a bargaining unit other than one of the Cleveland Heights Teachers Union bargaining units.
- b. The Board agrees that the number of full time school nurses employed effective April, 2002 by the Board will not be reduced nor will the work hours of any part-time nurse be reduced due to the hiring of nurses' aides. In the event of a reduction in force, no school nurses shall be subject to layoff while any nurses' aides are working in positions established as of April 2, 2002.

41.0 DISCIPLINE

A Committee as provided for in 41.04, 41.05, 41.06 and 41.07 shall be convened for the purpose of considering revisions to and amendments of the document prepared and distributed pursuant to Section 41.04, 41.05, 41.06 and 41.07. The procedures set forth in 41.05, 41.06 and 41.07 shall be followed:

The agenda is included but shall not be limited to:

1. The reporting of suspensions and expulsions;
2. The make-up of suspensions and expulsions;
3. The loss of credit due to suspensions and expulsions;
4. Changes in the absence rule;
5. The development of a universal referral form;
6. The limits of suspensions and expulsions.

Effective discipline and respect of the rights of others are necessary so that all pupils may attain the highest degree of quality education.

- 41.01** Every pupil has the right to learn, and any act by a classmate which interferes with that right will not be tolerated.
- 41.02** Those pupils who deny this right to their classmates and who disrupt classroom and school procedures will be dealt with promptly and vigorously to the full extent of the law and the policies and rules of the Board of Education.
- 41.03** The teacher's authority in the classroom is undermined when a pupil is disruptive. As a result, the entire school suffers deterioration in standards, morale, and climate favorable for teaching and learning.
- 41.04** Effective with the ratification of this Agreement (1976), representatives of the Board and the administration will meet with representatives from the Bargaining Unit chosen by the Union for the purpose of revising, and amending, the Board Policy (adopted January 12, 1970 - Policy Notebook #5133) entitled Rights and Responsibilities of Students. The revised policy shall include guidelines governing the "Responsibilities for Behavior and Discipline of Students," and will, following Board approval, be distributed to all pupils, parents, teachers, and administrators; be printed as an addendum to the Teachers' Agreement; and shall be used in all schools as a guide.
- 41.05** Concurrent with the above meetings, representatives of the Board and the administration will also meet with law representatives determined by the Board for the same purposes and objectives as those set forth in the preceding paragraph.
- 41.06** The Board's proposed revised policy shall be presented for comment and suggestion to a meeting of the High School Student Council, and to a meeting of the PTA Executive Council. These presentations shall be made by representatives chosen by the Union, by the Board, and by the Superintendent.
- 41.07** Thereafter, the Board's proposed policy shall be submitted to the Board of Education which shall, after due deliberation and after referral to Board-appointed legal counsel, adopt a new policy.

Every effort shall be made to secure adoption and publication of the revised policy not later than the second semester of the 1974-75 school year.

41.08 There is, as component of the discipline policy, a universal referral form used by all grades K-12 to report infractions. There is, as a component of the discipline policy, a universal reporting form used by all grades K-12 to report suspensions and expulsions to classroom and special teachers. Both of these forms were developed by the Committee (42.0) and bear an imprinted statement of Union approval.

These forms appear as part of the appendix at page 68 and 69 thereof.

GENERAL REGULATIONS OF THE BOARD OF EDUCATION

GENERAL REGULATIONS: The following regulations apply equally to all defined employees.

- 1.0 Each employee must comply with all Board policies and administrative regulations. Individual performance will be consistent with board-approved educational philosophy, policies, and programs.
- 2.0 Good health as evidenced by a medical examination and a chest X-ray or Mantou TB test at the employee's expense at time of entry is a condition of employment. A health examination may be required of any employee when deemed advisable by administration. Reports of all such examinations are required to be a part of personnel records in the Human Resources Department. All Board of Education employees, regardless of the number of hours worked per year, shall, if required, have an annual X-ray or other test to determine if tuberculosis in a communicable stage is present and be required to submit authoritative medical proof of such examination to a designated person by a designated date. All new employees shall be required to comply with the law before remuneration. Any employee who submits a written statement from his/her physician saying that such test is unadvisable for medical reasons shall be required to do so annually or be required to have such test. It shall be the employee's responsibility to submit the statement to a designated person by a designated date. Noncompliance by an employee will result in remuneration being deferred until the requirements are fulfilled or may be the basis for termination of employment.
- 3.0 No fractional part of a year shall be credited as experience except as it shall be for 60 days or more for one semester, or 120 days or more for one year of actual employment as a staff member between September 1 and August 31 of the current year.
- 4.0 The Treasurer shall provide each employee with a statement of accumulated sick leave at the end of each pay period.
- 5.0 Each employee is responsible to the Superintendent for compliance with the Policies and Rules and Regulations of the Board, through the Administration Officer in charge of the area of his/her employment. Promptness and adherence to employment hours shall be required of each employee by the Supervising Officer.
- 6.0 The Administrative Officer in charge of the area determines and administers rules and regulations for his/her area of responsibility under authority delegated to him/her by the Superintendent.
- 7.0 Increments may be adjusted upon the recommendation of the Superintendent and the approval of the Board of Education.
- 8.0 Ten month employment (200 days) is to be interpreted as starting on Monday of the week before school opens and ending on Friday a week after school closes in June. This employment consists of five days per week of specified hours with official school vacations allowed, except as otherwise designated for particular classifications of employees. Salaries are prorated for less service as approved by the Superintendent.
- 9.0 Compensation received by all employees is subject to Income Tax Deduction, and other employee approved deductions.
- 10.0 The clerk is directed by law to deduct the amount prescribed by law of the total salary received by regular employees for the Ohio State Retirement System. Each employee is required to be a member of the retirement system for his/her classification, in accordance with the statutes.
- 11.0 Salary deductions for absence not covered by regulations for leave shall be determined on a per diem absence basis by dividing the annual contract salary by the number of contract days, as follows:

Teachers	190 days
10-Month Employees	200 days
- 12.0 Salary adjustments, because of reclassification, assumption of additional responsibilities, or for other reasons, shall be made as of the beginning of the respective contract year, unless otherwise requested by the Superintendent and approved by the Board of Education.
- 13.0 School Calendar - The Teachers Union has recognized that the Board may consult with bargaining unit representatives of non-certificated/licensed employees, and the Union recognizes that the Board may determine to admit such representatives to the Committee described in 21.02.

APPENDIX

FORMS

1. Confirmation of Personal Leave (#FIN2933)
2. Application for use of Sick Leave (#FIN2931)
3. Application for Compulsory Leave (#FIN2935)
4. Sick Leave Donation Form (#FIN 2938)
5. Grievance Form
6. Parent/Teacher/Student Conferences
7. Notice of President's Anticipated Absence
8. Application for Assault Leave (#HR2936)
9. Universal Referral Form K-5 (Rev. 11/99)
10. Universal Referral Form 6-8 (Rev. 5/2007)
11. Universal Referral Form 9-12
12. Classroom Observation Form (#HR2921)
13. Teacher Evaluation (#HR2922)
14. Commentary Form (#HR2923)

CLEVELAND HEIGHTS-UNIVERSITY HEIGHTS CITY SCHOOL DISTRICT
Finance Department

CONFIRMATION OF PERSONAL LEAVE – CERTIFICATED/LICENSED

Payment for the use of personal leave is obtained by the submission of this completed form to the Finance Department. This is to confirm that I requested and was granted personal leave for one of the following:

Please check one:

- _____ 1. Religious Holiday
- _____ 2. Graduation
- _____ 3. Wedding
- _____ 4. Personal business which could not be performed at any other time.

The personal leave was necessary because:

(To be completed at option of teacher; completion is not required.)

This form is submitted pursuant to Section 35.03 of the negotiated agreement between the Cleveland Heights-University Heights Board of Education and the Cleveland Heights Teachers Union, in order to obtain payment for the personal leave previously authorized.

Signature

Building

Date of Absence(s)

CLEVELAND HEIGHTS-UNIVERSITY HEIGHTS CITY SCHOOL DISTRICT
Finance Department

APPLICATION FOR USE OF SICK LEAVE

Certificated/Licensed

Payment for the use of sick leave is obtained by the submission of this completed application to the Finance Department within two days after your return from sick leave.

EMPLOYEE NAME _____ DATE _____

BUILDING/DEPARTMENT _____ POSITION _____

The undersigned, hereby applies for _____ days of sick leave as provided in Section 3319.141 of the Ohio Revised Code.

I began my absence _____ a.m. 20____
_____ p.m. 20____

I returned to duty _____ a.m. 20____
_____ p.m. 20____

The undersigned further states that the use of sick leave is justified for the following reason:

1. Personal illness - nature of illness _____
2. Personal injury - nature of injury _____
3. Illness or injury in immediate family
Name _____ Relationship _____
4. Death in immediate family
Name _____ Relationship _____
5. Other _____

If medical attention was required, the name and address of the attending physician, and the dates consulted, are as follows:

Name of attending physician: _____

Address: _____ Date(s) Consulted: _____

Signature of Employee: _____

Section 3319.141 of the Ohio Revised Code provides in part as follows: A board of education shall require a teacher or non-teaching school employee to furnish a written, signed statement on forms prescribed by such board to justify the use of sick leave. If medical attention is required, the employee's statement shall list the name and address of the attending physician and the dates consulted.

FIN2931

CLEVELAND HEIGHTS-UNIVERSITY HEIGHTS CITY SCHOOL DISTRICT
Finance Department

APPLICATION FOR COMPULSORY LEAVE

This application is submitted in accordance with employee contract between the Cleveland Heights-University Heights Board of Education and the Cleveland Heights Teachers Union. Submit this completed form along with attachments to the Finance Department.

Date _____

Employee Name _____ Building Assignment _____

I was required to appear in _____
(Name and Location of Court)

in the matter of _____
(Identify proceeding/hearing/student)

I began my absence on _____, 20 ____.

I returned to duty on _____, 20 ____.

This court appearance occurred during a _____
(vacation period/school period)

Verification of court appearance is attached.

Signature of Employee

Any compensation received by the employee, other than the above for compulsory leave pay, including but not limited to witness fees, etc., must be paid to the Board of Education. Time served under compulsory leave will not be charged to sick or personal leave.

CLEVELAND HEIGHTS-UNIVERSITY HEIGHTS CITY SCHOOL DISTRICT
Finance Department

Sick Leave Donation for Catastrophic Leave Bank

Through negotiations a Sick Leave Bank has been established for catastrophic illness or injury. Bargaining unit members are allowed to donate up to ten Sick Days in any one school year. Donated Sick Leave will not be returned to the member once the donation has been made. It is suggested that a bargaining unit member have a substantial number of sick days available before a donation is made.

SICK LEAVE DONATION FORM

Date: _____

I, _____, SS # _____

Wish to donate (circle one): 1 2 3 4 5 6 7 8 9 10 days
of my accumulated sick leave (ten days is the maximum). These days will be converted to hours and subtracted from my own sick leave accumulation.

Accumulated Sick Leave Balance as of most recent pay period: _____ (hours)

Sincerely,

Signature of Donor

This application is submitted in accordance with employee contract between the Cleveland Heights-University Heights Board of Education and the Teachers Union. Submit this completed form to the Treasurer - Finance Department.

FIN2938
Rev. 3/09

CLEVELAND HEIGHTS–UNIVERSITY HEIGHTS SCHOOL DISTRICT

Parent/Teacher/Student Conferences

Dear Parents:

Parent/Teacher/Student Conferences are an important part of reporting your child's academic and social progress. They provide for direct communication between home and school.

Of the two regular conferences, the first is required for all students. The second conference is voluntary and will be scheduled if the teacher and/or parent feel the need. The paramount consideration for all conferences beyond the first will be the needs of the students.

Teacher

Tearslip

Dear Parent of

Dear Parent of

Student's Name

Student's Name

Your ***first***
Your ***second***
conference has been
scheduled for:

Your second conference has not been
scheduled. I have attached the second
student progress report.

Day _____ Date _____

I accept _____ I desire a second conference _____

Signature of Parent

Signature of Parent

Please use the back side of this sheet to list any particular area you would like discussed or to suggest more convenient scheduling.

This Parent/Teacher/Student Conference procedure is provided in the Contractual Agreement of the School District and the Cleveland Heights Teachers Union.

CLEVELAND HEIGHTS–UNIVERSITY HEIGHTS CITY SCHOOL DISTRICT

NOTICE OF PRESIDENT'S ANTICIPATED ABSENCE

NOTICE TO THE PRINCIPAL

NOTICE TO THE TREASURER

7.02 Representation at Professional Activities

_____ will be absent _____

Authorized Signature

Date

CLEVELAND HEIGHTS-UNIVERSITY HEIGHTS CITY SCHOOL DISTRICT
Human Resources Department

APPLICATION FOR ASSAULT LEAVE

Pursuant to the provisions of the negotiated agreements with the Cleveland Heights-University Heights City School District and the Cleveland Heights Teachers Union, and the OAPSE Locals 102 and 617, I hereby apply for assault leave and, in support of my application, state the following:

Employee Name: _____ **Building:** _____

I began my absence on: _____ I returned to duty on: _____

I was assaulted on: _____ by: _____
(name of employee or student)

at: _____ in the following manner: _____
(place where incident occurred)

(furnish brief description of occurrence - use back of form if necessary)

The assault was witnessed by: _____

and was reported to: _____ on _____
(name of supervisor/administrator)

Employee Signature: _____ **Date:** _____

If you received medical attention because of the assault, have the attending physician complete the following:

I treated _____ on the following dates: _____
_____ and have/will discharge(d) _____

_____ from further treatment on _____

In my opinion, _____ was totally disabled from _____
to _____ and will continue to be totally disabled until _____

The disability for which I treated _____ is _____

Printed Name of Physician

Signature of Physician

Date

HR2936

CLEVELAND HEIGHTS-UNIVERSITY HEIGHTS CITY SCHOOLS
Human Resources Department

Classroom Observation Form

Teacher _____ Grade/Subject _____

School _____ Date of Observation _____ Time: _____

TEACHING METHODS/APPROACHES/PERFORMANCE

- 1. Teacher Preparation _____
- 2. Lesson plans _____
- 3. Preparation of students for lesson _____
- 4. Quality of classroom discussion/activity _____
- 5. Attention to individual differences _____
- 6. Use of class time (time on task) _____
- 7. Variety of approaches to subject _____
- 8. Knowledge of subject matter _____
- 9. Appropriateness of lesson _____
- 10. Effectiveness in communication _____

TEACHER/PUPIL RELATIONS

- 11. Rapport between students/teacher _____
- 12. Maintenance of appropriate discipline _____
- 13. Conscious of equity issues _____

CLASSROOM APPEARANCE & ORGANIZATION

- 14. General classroom appearance _____
- 15. Appropriate displays _____

KEY: S - Satisfactory
I - Improvement Needed
N/A - Not Applicable
N/O - Not Observed
U - Unsatisfactory

COMMENTS:

The teacher's signature does not necessarily indicate agreement with the Observation.

Observer Signature

Title

Teacher Signature

Conference Date

HR2921

CLEVELAND HEIGHTS-UNIVERSITY HEIGHTS CITY SCHOOLS
Human Resources Department

Teacher Evaluation

Teacher _____ School _____ Date _____

Evaluator _____ Subject/Grade _____

Observation 1. _____ (Mandatory)
 Dates and Times: 2. _____ (Mandatory)
 3. _____
 4. _____

KEY: S - Satisfactory
N/A - Not Applicable
N/O - Not Observed
U - Unsatisfactory

TEACHING METHODS/APPROACHES/PERFORMANCE

- 1. Teacher preparation _____
- 2. Lesson plans _____
- 3. Preparation of students for lesson _____
- 4. Quality of classroom discussion/ activity _____
- 5. Attention to individual differences _____
- 6. Use of class time (time on task) _____
- 7. Variety of approaches to subject _____
- 8. Knowledge of subject matter _____
- 9. Appropriateness of lesson _____
- 10. Effectiveness in communication _____

CLASSROOM APPEARANCE & ORGANIZATION

- 14. General classroom appearance _____
- 15. Appropriate displays _____

PROFESSIONAL DUTIES/RESPONSIBILITIES

- 16. Appropriate dress and language _____
- 17. Workday responsibilities outside the classroom _____
- 18. Punctuality/Contractual hours _____
- 19. Record keeping and reporting _____
- 20. Cooperation with staff _____
- 21. Cooperation with parents/guardians _____
- 22. Compliance with policies and directives _____
- 23. Cooperation with administration _____
- 24. Willingness to assume responsibilities _____

TEACHER/PUPIL RELATIONS

- 11. Rapport between students/teacher _____
- 12. Maintenance of appropriate discipline _____
- 13. Consciousness of equity issues _____

AREAS NEEDING IMPROVEMENT:

PLAN FOR IMPROVEMENT:

COMMENTS:

Recommendation for employment: _____ Date of Conference _____

Teacher Signature _____ Evaluator Signature _____

The teacher's signature does not necessarily indicate agreement with the evaluation.

Copy to Board Personnel File

CLEVELAND HEIGHTS-UNIVERSITY HEIGHTS CITY SCHOOLS
Human Resources Department

Commentary Form

Teacher _____ Grade/Subject _____

School _____ Date _____

Topic:

Comments:

Teacher Signature _____ Date _____

Evaluator Signature _____ Date _____

The teacher's signature does not necessarily indicate agreement.

Copy to Board Personnel File

HR2923

EMPLOYEES ASSISTANCE PROGRAM

1. Purpose

The Cleveland Heights–University Heights Board of Education and the Cleveland Heights Teachers Union bargaining unit have established an Employees Assistance Program to provide constructive ways to help bargaining unit members when chemical use problems or personal/life problems interfere with job performance.

The Employees Assistance Program is designed to identify the bargaining unit member's problems as early as possible, to motivate the member to seek help and to refer the member to the most appropriate community resource available.

2. Job Jeopardy

The Employees Assistance Program is a means to provide confidential assistance to members of the bargaining unit who are experiencing problems with alcohol, drugs or other personal/life problems. The program also provides supervisors and union representatives with a constructive way to help when these problems interfere with job performance.

The objective of the program is to retain and help valued members who are alcoholic or drug dependent, restoring them to better health and improved work performance. No member of the bargaining unit with an alcohol or drug problem will have either job security or promotional opportunities jeopardized because of a request for diagnosis, counseling or treatment through this program. However, the parties understand that participation in this program will not insulate bargaining unit members from appropriate disciplinary action or evaluation.

Neither shall participation remove from members their right to union representation in all instances including grievances, hearings and litigation.

3. Privacy and Confidentiality

When the bargaining members use the Employees Assistance Program for an alcohol or drug related problem, only the member, the Union and/or Management contact (if the member is referred by them) and the service provider's employee assistance coordinator should know that the member has sought help or has been referred for assistance.

The service provider's employees assistance program coordinator will maintain a record of the member's progress on a strictly confidential basis. Nothing pertaining to the Employees Assistance Program will be placed into a member's personnel file before, during, or after the member seeks assistance. The confidential nature of records of individuals who utilize the service will be strictly preserved.

4. Contract Service

The specified services will be supplied by a provider agreed upon by the Board and the Union. The provision of service by a non-aligned third party will help insure confidentiality and privacy while maintaining expert diagnostic assistance. The primary focus of the program is to provide diagnostic and referral services to members of the Cleveland Heights Teachers Union in need. The contracted agency or individual may provide direct service or will refer to appropriate community agencies.

The following list describes the kind of personal and life problems identified as appropriate for assistance from the program:

1. Chemical Dependency
 - a. Alcoholism
 - b. Other drug dependencies
2. Emotional Problems
3. Family Problems

4. Marital Problems
5. Financial Problems
6. Legal Problems

5. Referral

The provision of service can be activated by any one of three ways:

1. Self Referral - The member may recognize the need for assistance and seek assistance through the program.
2. Family Referral - The spouse or immediate dependents may initiate service for the member by contacting the agency and encouraging participation.
3. Supervisory and/or Union Referral – Cleveland Heights Teachers Union or supervisors may refer members to the Employees Assistance Program.

6. Literature

Initial literature announcing and describing the Employees Assistance Program shall be published and distributed by the Union on Cleveland Heights Teachers Union letterhead. This initial literature shall be approved by both the Superintendent of Schools and the President of the Union and shall be signed by both.

CRIMINAL HISTORIES POLICY

POLICY

The Board of Education is committed to selecting and hiring the highest quality candidates for certificated/licensed and classified positions and complying with Ohio Revised Code Sections 3301.541, 3319.39 the implementing regulations contained in the Ohio Administrative Code, Rule 3301-20-01, and any other pertinent regulations. It is the policy of the Board to require criminal history checks of all employees who come under final consideration for employment. Because this policy speaks to the dismissal and/or termination of employees, it may involve the rights of employees to fair representation and all other rights afforded by labor law. Accordingly, this policy and its procedure have been negotiated with the Cleveland Heights Teachers Union, OAPSE Locals 102 and 617, SAEU District 1199, and EAC, and may not be amended without further negotiation.

PROCEDURE

1. All candidates for employment will be requested to sign the following statement on the application form:
I also agree to participate in an Ohio Bureau of Criminal Identification and Investigation (BCI) fingerprint criminal history check and in a Federal Bureau of Investigation (FBI) fingerprint criminal history check and understand that my employment may be terminated based on revealed criminal history.
2. Candidates for all positions will be fingerprinted for an Ohio Bureau of Criminal Identification and Investigation (BCI) Criminal History Check and a Federal Bureau of Investigation (FBI) Criminal History Check. The cost of the BCI Criminal History Check will be borne by the School District. The cost of the FBI Criminal History Check will be borne by the candidate and will be automatically deducted from the first paycheck(s). If the candidate is unable to bear this cost, other arrangements may be made.
3. The conviction of a crime is not always an automatic bar to employment. Convictions revealed by the Criminal History Check, however, may result in the School District immediately releasing the employee from employment and the School District rescinding the conditional offer of employment. The School District complies fully with guidelines set forth in Ohio Revised Code, Sections 3301.541, 3319.39 the implementing regulations contained in the Ohio Administrative Code 3301-20-01, and any other pertinent regulations as defining those crimes that bar employment. If a Criminal History Check reveals a record of a conviction which is not listed in the Ohio Revised Code, Section 3319.39 as barring employment the district will consider the nature of the offense, the date of the offense, and the relationship between the offense and the position for which the applicant is applying and may, in its discretion rescind a conditional offer of employment or, if employment has begun, may require that it cease. Arrest records will not be considered a bar to employment, a cause of termination, or used in any other way.
4. The initiation of proceedings to terminate, based on criminal convictions disclosed by the BCI or FBI check, will be made within twenty-one working days after receiving the BCI or FBI report. Except to prove that this investigation has been completed, the BCI and FBI reports will never again be used in any circumstance, for any purpose, after the twenty-one working day period that follows receipt of the reports.
5. BCI and FBI reports will not be included in employee personnel folders, but will instead be stored under lock and key, in the status of "for the Director of Human Resources' eyes only."

Numbers 1-13 have been inserted in the appropriate contracts and sections.

Number 14 **Unfair Labor Practice Charges**

In exchange for changes in middle school lunchroom, study hall and ISD assignments, and in exchange for changes in the elementary school lunch program and the elementary school library program, as set forth in this document, the Board of Education agrees to the following:

In exchange for changes, alterations, and creations concerning non-certificated/licensed school ancillaries, auxiliary services, service fees, transfers, tutors' snow days, fringe benefits, personal leave accumulations retirement severance pay, and sub-contracting, as set forth in this document, agrees to the following:

The Union and the Board agree that each party will immediately after ratification of this total agreement, withdraw any and all pending unfair labor practice charges filed against the other.

In the event that SERB will not approve the withdrawal of any of these unfair labor practice charges, The Union and the Board agree that they will not voluntarily participate in any proceedings nor with either party seek to enforce or derive any benefit from any order SERB would issue concerning such ULP charges.

Number 14A **Sidebar**

Subsequent to the withdrawal of the unfair labor practices in Number 14, the Superintendent shall write a letter to each teacher (c. Board Personnel File) who has a letter of reprimand concerning scheduling. The letter shall inform the teacher that Section 26.07 of the contract has been accelerated in this separate instance, and each teacher may keep both letters in the file or remove both letters, or either letter, from any files, at any time.

The letter shall be counter-signed by the President of the Union.

Number 15 **Family and Medical Leave Act (FMLA)**

The Family and Medical Leave Act (FMLA) went into effect for the School District's bargaining unit employees on February 5, 1994. There has been much time and energy put into studying the various proposals offered by the Human Resources Department for revising the leave of absence provisions in Negotiated Agreements to reflect the new law. This letter is to confirm that, at this point in time, we have agreed to make no changes in the language of the Negotiated Agreement.

We have, however, agreed to certain basic principles to guide us as we implement the new law:

- First, we have agreed that the provisions of FMLA are not "in addition" to the provisions of other leaves of absence already defined in the Negotiated Agreement, however, in no instance will an employee receive less than the amount of leave or level of benefits defined in the FMLA.
- Second, we have agreed that when someone applies for a leave of absence we will look at the previous twelve months to evaluate how much FMLA that person has remaining. The effective date for any leave that may qualify as FMLA leave is February 5, 1994.
- Third, we have also agreed to use the certification/licensure form approved by the Department of Labor to certify serious illness or other reasons for leave when an employee goes on an unpaid FMLA leave of absence.
- Fourth, we agree that in all other aspects, the School District will comply fully with the terms and conditions of FMLA for all eligible employees.

Thank you again for our discussions about the implementation of the Family and Medical Leave Act.

RIGHTS AND RESPONSIBILITIES OF STUDENTS

INTRODUCTION

A primary goal of the Cleveland Heights-University Heights City School District is to teach responsible behavior, good citizenship, and the appropriate exercise of civil liberties. This booklet, which is Policy 5133 of the Board of Education, enumerates the rights of students, as well as the rules and regulations of the District. We value our students; their welfare is our first priority and we want to provide for them an atmosphere which is most conducive to learning. All rights, rules, and regulations contained in this policy shall be provided and applied equally to all students regardless of race, color, ancestry, religion, national origin, gender, age, sexual orientation, disability, or physical appearance. This policy, as adopted, is in compliance with Ohio Revised Code, Section 3313.534 – Zero Tolerance. Students and parents/guardians are asked to read this booklet carefully. Questions about any of this information should be directed to your student's building principal.

RIGHTS OF STUDENTS

The philosophy of the Cleveland Heights-University Heights Board of Education guarantees the right of each student to an education. It is the responsibility of each student to behave in such a way so as not to interfere with the rights of others to the same opportunity for an education.

I. Freedom of Speech and Freedom of Expression

All students are entitled to the Right of Free Speech as guaranteed by the United States Constitution.

A. Student Publications

1. Students have the right to print, post and distribute publications.
2. No material may be printed, posted or distributed if it is obscene, defamatory, or if it would reasonably tend to interfere with school activities or the rights of others.
3. All material must be signed listing author or sponsoring organization.
4. Prior to printing, posting or distribution, all school-sponsored material must be submitted to the principal or designee for approval. The principal or designee will determine the times and places of posting and/or distribution of both school-sponsored and non-school sponsored material.
5. Approval shall be granted or not granted within six school days. The decision of the principal shall be final.

B. School Communications

The principal shall have the right to grant reasonable access to student groups for announcements and statements to the student body through the public address system, publications, assemblies or personal contact.

C. Personal Appearance

1. Clothing shall be clean.
2. Clothing that interferes with school discipline or the educational process is prohibited.
3. Clothing or appearance that constitutes a threat to the student's health or safety or damages titled school property is prohibited. Clothing or appearance that displays sexual exhibitionism or that promotes drug/alcohol use or creates a hostile or disruptive environment is also prohibited.
4. Clothing and grooming may be more strictly regulated when a student is working on machinery, preparing food, participating in sports or in laboratory classes.
5. Appropriate footwear must be worn.
6. Headbands, hair rollers, bandannas, hats, caps, etc., may not be worn other than for documented cultural, religious or medical reasons.
7. The wearing of sunglasses in school, other than for documented medical reasons, is prohibited.

8. Appearance that implies or signals membership in any unauthorized organization, club, or group is not permitted. Students are not permitted to wear gang identification such as colors, clothing, etc.
9. Students may wear expressive insignia, buttons, badges, arm bands, patches, pins, etc., as long as these items are not intimidating, offensive, gang-related, obscene, or defamatory, or does not, within reason, tend to interfere with school discipline or the educational process.

II. School-Sponsored Activities and Student Government

A. School-Sponsored Activities

1. School-sponsored groups and associations must allow membership without regard to race, color, ancestry, religion, national origin, gender, age, sexual orientation, disability, or physical appearance. These organizations must have a faculty advisor and must provide the principal or designee a complete current membership list and description of purpose, eligibility requirements, activities and schedule. These organizations must also have the approval of the principal to affiliate with any out-of-school groups or associations. The principal or faculty advisor may approve or disapprove any event, program or project.
2. Students desiring school sponsorship for groups and associations must first gain approval from the principal. Students may only organize associations or groups within the school that are school-sponsored.
3. School-sponsored organizations shall be permitted to hold meetings in school rooms, auditoriums, or at outdoor locations on school grounds, at which they shall be free to discuss, pass resolutions and take other lawful action respecting any matter which directly or indirectly concerns or affects them, whether it relates to school or to non-school activities.
These meetings may be restricted or prohibited by the principal or faculty advisor when such a forum would be in violation of attendance regulations or interfere with school activities or with the rights of other students or staff.
4. Students are not allowed to be members of any association or group or affiliated with any out-of-school association or group that threatens to use, or uses violence or force, involves hazing, or designates "turf" or ownership of an area.

B. Student Government

The functions and powers of student governments are to be determined within each school and with the following minimum structure:

1. The organization, operation and scope of the student government should be specified in a written constitution and/or bylaws which students have helped to formulate.
2. All students shall have the right to vote and the opportunity to qualify to hold office.

III. Freedom of Assembly

Forums -- The principal shall have the right to grant reasonable access for open forums that provide students with the opportunity to speak or hear others speak. These meetings shall not interfere with the rights of others or with the orderly conduct of the school's educational activities.

IV. Student Grievances

A. Grievance Definition

A grievance is a claim by a student in which there is a disagreement or difference in interpretation regarding a school policy, rule or regulation regarding the decision of a staff member. The student must submit evidence that he/she has made an effort to resolve the difference. Provided that the student and staff member have not resolved the issue, the student may file a grievance.

Grievance forms shall be available in each school or house office. The student, his/her parent/guardian or representative may complete and file this form with the principal.

(This section does not apply to Sections of Policy 5133, which address procedures for suspension/suspension appeal and/or expulsion/expulsion appeal.)

B. Grievance Procedure

1. Within ten school days of the occurrence, the student may file a grievance.
2. Within ten school days of the filing date, the principal shall hear the grievance, and send a written decision to the student and the Superintendent.
3. Within ten school days of the principal's written decision, if the student feels the issue is not resolved, the student may submit a written request for a hearing to the Superintendent.
4. Within ten school days of the date of the student's written request, the Superintendent or designee shall hold, or refuse to hold, a hearing and shall send a written decision to the student and the principal.
5. Within ten school days of the date of the Superintendent's written decision, if the student feels the issue is not resolved, the student may submit a written request for a hearing to the members of the Cleveland Heights-University Heights Board of Education.
6. Within ten school days of the student's written request, the members of the Cleveland Heights-University Heights Board of Education or designee shall hold, or refuse to hold, a hearing and shall send a written decision to the student, the principal and the Superintendent.
7. No reprisals shall be directed toward a student for filing or pursuing a grievance.

RESPONSIBILITIES FOR BEHAVIOR AND DISCIPLINE OF STUDENTS

The following responsibilities are listed for each group within the Cleveland Heights-University Heights educational community. We know that the vast majority of students will adhere to the rules and will not infringe on the rights of others; however, it is our duty to inform you of this information in accordance with the Ohio Revised Code, which requires that students be apprised of the rules and regulations, as well as their rights.

I. Board of Education

The Board of Education has the responsibility to develop and enforce reasonable rules, and to:

- A. Maintain an appropriate educational environment conducive to learning.
- B. Provide for the safety of the school population.
- C. Protect the rights of all students and staff.

II. Parents/Guardians

Parents/Guardians have the responsibility to:

- A. Teach their children respect for other students, school rules and regulations, property and school personnel.
- B. Assure prompt and regular attendance at school for their children.
- C. Understand and explain the rules and regulations of the school to their children and cooperate and assist the school in their implementation.
- D. Respond to communications from the school.

III. Students

Students have the responsibility to:

- A. Respect the rights and dignity of other students and staff.
- B. Obey school rules and regulations and respect titled school property.
- C. Be prompt and regular in attendance at school and classes.
- D. Be prepared for all classes.
- E. Accept the consequences of their behavior and decisions.

IV. Staff

Staff has the responsibility to:

- A. Respect the rights and dignity of students, parents/guardians and staff.
- B. Establish, explain and enforce classroom and school rules and regulations consistent with Board of Education policies.

- C. Refer students requiring specialized attention to appropriate personnel and cooperate in helping referred students.
- D. Maintain lines of communication between home and school.

V. Administrators

Administrators have the responsibility to:

- A. Respect the rights and dignity of students, parents/guardians, and staff.
- B. Exercise all authority as prescribed by Board of Education policies, local, state and federal law.
- C. Establish, explain and enforce school building rules and regulations consistent with Board of Education policies.
- D. Refer students requiring specialized attention to appropriate personnel and cooperate in helping the referred students.
- E. Maintain lines of communication between home and school.

RULES AND REGULATIONS

Rules and regulations are necessary for the maintenance of an orderly and safe school environment. Certain behaviors are inappropriate and unacceptable. When a student acts inappropriately, he/she must accept the consequences of that behavior. Inappropriate student behavior will be dealt with fairly. A variety of techniques may be used including, but not limited to: counseling, parent/guardian conference, detention, in-school detention, Saturday School, suspension, expulsion, alternative educational and non-educational assignments, and referral to internal or external agencies. The Universal Referral Form, K-12, will be used by all school personnel to refer a student for discipline. The Universal Reporting Form, K-12, shall be used to report to all teachers of students who have been suspended or expelled.

I. Jurisdiction/Supervision

Jurisdiction covers student conduct both on and off campus while the student is under school supervision. Student misconduct or criminal acts may result in disciplinary action up to and including suspension and expulsion where the behavior(s) could pose a threat to the health, safety, and welfare of students and staff at the school or when the behavior(s) interferes with the educational process. The rules and regulations contained in this policy shall be enforced on all school titled property, at all school-sponsored activities both on or off campus, while students are under the direct authorized supervision of school personnel, and off titled school property when the need to maintain order is indicated even though students are not under the direct authorized supervision of school personnel. Jurisdiction further extends to misconduct directed at school officials, employees, or their property, regardless of where the misconduct occurs.

II. Gangs

Gangs are prohibited. A gang is defined as any non-school sponsored group, possibly of secret and/or exclusive membership, whose purpose or practice include the commission of illegal acts, violations of school rules and regulations, establishment of territory or "turf", or any action that threatens the safety or welfare of others. Gang activity such as initiation, recruitment, wearing of colors, fighting, assault, hazing, or establishing turf, on titled school property, at school functions and school related activities, will not be tolerated.

III. Searches

The Board reserves the right to inspect, without notice, lockers, desks or other titled school property. In addition, a warrant less search of a student's person, handbag, book bag, backpack, or car may be conducted if there is reasonable suspicion that the search is necessary to protect the health and/or safety of students, school personnel, or to detect a violation of school rules or regulations, including, but not limited to: possession of weapons, dangerous instruments, stolen goods, narcotics, hallucinogenic, amphetamines, barbiturates, marijuana, unregistered drugs, controlled substances, alcoholic beverages, or evidence of academic misconduct.

IV. **Required Reporting**

Students are required to report knowledge of dangerous weapons or threats of violence to the Principal, Assistant Principal, teacher, guidance counselor, child services specialist, social worker (or other adult). Failure to report such knowledge may subject the student to discipline.

V. **Class "A" Offenses** -- The following types of serious offenses shall result in police reporting, and disciplinary removal, emergency removal, suspension and/or expulsion. Depending on the circumstances surrounding the infraction, a violation may result in more than one charge being cited. All of the following violations could result in criminal charges. Further, if a student damages school property, this will be regarded as vandalism and the student and/or parent(s)/legal guardian(s) will be required to pay for the repair or replacement of that property. Starred (*) offenses require reporting to the Deputy Registrar of Motor Vehicles and Juvenile Court and may result in suspension of driver's license. Doubled starred (**) offenses may result in reporting to the Deputy Registrar of Motor Vehicles and Juvenile Court and may result in suspension of driver's license.

- A. **Arson** -- A student shall not set a fire or cause an explosion.
- B. **Assault** -- A student shall not attack any other person, or behave in such a manner that would cause, or threaten to cause, injury to any other person. This definition of an assault applies regardless of whether the behavior causes injury.
- C. **Bomb Threats, False Alarms** -- A student shall not cause a false fire alarm to be sounded, falsely communicate a bomb threat, or falsely contact 911.
- D. **Disorderly Conduct** -- A student shall not, by use of violence, force, coercion, threat, harassment, or insubordination, cause, or threaten to cause, the disruption or obstruction of any function or operation of the school or of the educational process.
- E. **Explosives** -- A student shall not possess, handle, construct, transmit, conceal, or use any fireworks, explosive device, or substance which can be used as an explosive.
- F. **Extortion** -- A student shall not force or attempt to force any person to give up anything of value by means of any expressed or implied threat, harassment, intimidation, or injury to person, property, or reputation.
- G. **Hazing** -- A student shall not cause or participate in any act of initiation that causes or creates a risk of causing physical, mental, or emotional harm to any person.
- H. **Interference or Intimidation of School Authorities** -- A student shall not interfere with the discharge of the official duties of district personnel by the use and/or threat of force or violence.
- I. **Malicious Harassment** -- A student shall not maliciously and intentionally intimidate or harass another person. Examples include but are not limited to: race, color, ancestry, religion, national origin, gender, age, sexual orientation, disability or physical appearance. In addition, acts of bullying, harassment and/or intimidation described in paragraph C of Section VI. Class B offenses, may rise to the level of a Class A offense depending on the severity of the conduct.
- ** J. **Narcotics, Alcoholic Beverages, and Drugs** -- A student shall not possess, use, sell, distribute, transmit, or be under the influence of alcohol, drugs, or controlled substances including but not limited to narcotics, mood-altering drugs, counterfeit controlled substances, look-alikes, over-the-counter stimulants or depressants or anabolic steroids. A student shall not possess, use, transmit, sell, or conceal any instrument of drug abuse or related paraphernalia.
- K. **Possession of Stolen Property** -- A student shall not knowingly receive, obtain, possess, conceal, or dispose of stolen property.
- L. **Robbery** -- A student shall not take another person's property by force or threat of force.
- M. **Sexual Assault** -- A student shall not sexually assault or threaten to sexually assault another person.
- N. **Sexual Harassment** -- A student shall not sexually harass another person with any materials or acts of a sexual nature that are unwanted or unwelcome.
- O. **Trespassing** -- A student under suspension, expulsion, or emergency removal shall not enter upon any titled school property of the Board of Education without the express permission of the principal. Such presence is considered trespassing and may be cause for arrest.
- * P. **Other Dangerous Weapons and Instruments** -- A student shall not use, possess, exhibit, handle, transmit, or conceal any object classified or construed as a dangerous weapon or instrument while on titled school property, in a vehicle parked on titled school property or at any school-sponsored activity regardless of location, or at an interscholastic competition, extracurricular event or other school program or activity that is not on school-controlled property.

Definitions:

- 1) A knife includes, but is not limited to: any cutting instrument consisting of a sharp blade or pointed object, which may or may not be fastened to a handle, and having a blade length of two and one-half inches or longer.
- 2) Other dangerous weapons and instruments include, but are not limited to: “look alike” firearms, metal knuckles, razors of all descriptions, and propellants that may be used to or are intended to harm, threaten or harass students, staff, parents/guardians, or community members.

Q. False Reporting -- A student shall not make a false report or false accusation which results in the mandatory reporting of an incident of physical, sexual, psychological, or any other form of child abuse pursuant to Section 2151.421 of the Ohio Revised Code; nor shall a student make a false accusation or a false statement that in any way defames or damages the reputation of a staff member.

- * **R. Firearms** -- A student shall not use, possess, exhibit, handle, transmit, or conceal any object classified or construed as a firearm while on titled school property, in a vehicle parked on titled school property, at any school-sponsored activity regardless of location, or at an interscholastic competition, extracurricular event or other school program or activity that is not on school-controlled property.

Definition:

- A firearm is any weapon, including a starter gun, which is designed to expel or may be readily converted to expel, a projectile by the action of an explosive. This includes, but is not limited to: any firearm ammunition, muffler or silencer, any explosive or incendiary charge of more than one-quarter ounce and any other instrument or device similar to those already listed.

V. Class "B" Offenses -- Disciplinary removal, emergency removal, suspension, or expulsion may result from the following types of misconduct. In addition to disciplinary action taken by the school, police may be notified. Depending on the circumstances surrounding the infraction, a violation may result in more than one charge being brought. Further, if a student commits one or more of the following offenses and damages school property, this will be regarded as vandalism and the student and/or parent(s)/legal guardian(s) will be required to pay for the repair or replacement of that property. Starred (*) offenses require reporting to the Deputy Registrar of Motor Vehicles and Juvenile Court and may result in suspension of driver’s license.

A. Academic Misconduct -- A student shall not cheat or plagiarize.

B. Appearance and Dress -- A student shall not be inappropriately dressed for school.

C. Bullying, Harassment and Intimidation – Bullying, harassment or intimidating behavior is strictly prohibited.

Definitions:

“Bullying, harassment or intimidation,” as defined by Ohio law, means any intentional written, verbal, graphic or physical act including electronically transmitted acts (i.e., Internet, cell phone, personal digital assistant-PDAS, or wireless hand-held device), either overt or covert, by a student or group of students toward other students or school personnel with the intent to harass, intimidate, injure, threaten, ridicule, or humiliate. Such behaviors are prohibited on or immediately adjacent to school grounds, at any school-sponsored activity, on school provided transportation, on the way to or from school, or at any official school bus stop that a reasonable person under the circumstances would know will have the effect of:

- 1) Causing mental or physical harm to the other student/school personnel including placing an individual in reasonable fear or physical harm and/or,
- 2) Is sufficiently severe, persistent or pervasive that it creates an intimidating, threatening, or abusive environment for the other student/school personnel.

D. Disruption -- A student shall not create a condition, indulge in any activity or use any device that disrupts the educational process or is offensive to others. Likewise, a student shall not make any utterance, gesture, or act which offends the sensibilities or threatens the safety of others.

E. Failure to Comply with Directives -- A student shall not fail to accept discipline and/or comply with the directives of staff.

F. False Identification -- A student shall not refuse to provide identification to school personnel. A student shall not give false identification.

G. Fighting -- A student shall not fight, hit, punch, kick, push, physically confront, or in any way cause or attempt to cause physical injury to another person. A student shall not instigate or encourage fighting. If a student who

is engaged in a fight and, in the course of fighting, strikes, pushes, and/or physically restrains a staff member who is attempting to intervene, such actions may be regarded as separate violation, specifically an assault, a Class A offense, and may result in a police report and appropriate disciplinary consequences. In such instances, the staff member retains the right to pursue legal remedies in the civil and criminal courts independent of the action(s) taken by the school district.

- H. Forgery** -- A student shall not forge the name of another, falsify times, dates, grades, addresses, or other data the school may require whether orally or in writing.
- I. Gambling** -- A student shall not engage in or promote games of chance, play cards, place bets, or risk anything of value.
- J. Gangs** -- Gangs are prohibited. A gang is defined as any non-school sponsored group, possibly of secret and/or exclusive membership, whose purpose or practice include the commission of illegal acts, violations of rules and regulations, establishment of territory or "turf", or any actions that threaten the safety or welfare of others. Gang activity such as initiation, recruitment, wearing of colors, fighting, assault, hazing, or establishing "turf", on titled school property, at school functions and school-related activities, will not be tolerated.
 1. A student shall not participate in gang-related activities.
 2. A student shall not appear with, or wear, gang identification such as attire, colors, or clothing.
 3. A student shall not designate boundaries or "turf", or belong to any group that designates boundaries or "turf".
 4. A student shall not participate in hazing, initiation, or recruiting activities.
 5. A student shall not deface property with gang graffiti. It should be noted that the Cleveland Heights-University Heights City School District maintains open lines of communication with local law enforcement agencies (see Board Policy #1500). A student who violates this section will not only be subject to the notification of his/her parents/guardian by school authorities, but also, when deemed appropriate, the student's prohibited gang activity will be reported to the local police department.
- K. Horseplay** -- A student shall not exhibit noisy/unrestrained behavior which is inappropriate.
- L. Intrusion/Unauthorized Area** -- A student shall not be on school grounds or in areas to which the student is not assigned before, during, or after school hours except with the permission of the principal/designee.
- M. Profanity or Obscenity** -- A student shall not use profanity or obscene gestures.
- N. School Bus Violations** -- A student shall not interfere with or disrupt the operation of a school bus by activities which pose, or tend to pose, a danger to the safe operation of a school bus, including, but not limited to: failing to remain seated, throwing objects out the window or at a passenger or the driver, shouting, and disorderly conduct which could cause physical harm, emotional stress, or diversion of the driver's attention.
- O. Sexual Activity** -- A student shall not engage in sexual activity on school premises or at school-related activities.
- P. Theft** -- A student shall not take, or attempt to take, property which does not belong to the student.
- Q. Tobacco** -- A student shall not smoke, use, or possess any tobacco products on titled school property, within school buildings, or at any function or activity supervised or promoted by the school.
- * **R. Truancy** -- A student shall not be truant, tardy or absent without an excuse. A student shall not cut class(es) and/or school.
- S. Vandalism** -- A student shall not damage, deface, or destroy property.
- T. Victimized/Threatening/Bullying** -- A student shall not hurt another person either physically or psychologically. A student shall not threaten another person with physical violence, loss of property or coerce by any means.
- U. Violation of School Rules & Regulations** -- A student shall not refuse to comply with school rules and regulations.
- V. Violation of School Discipline Procedures** -- A student shall not violate conditions of disciplinary procedures. Such violation will be considered a separate disciplinary violation and shall be subject to additional consequence.
- W. Use of a cellular phone, or other communication device** -- A student shall not use or display any object that can be classified as a cellular phone, or other communication device in a school building within the instructional day.

REMOVAL FROM SCHOOL AND/OR TRANSPORTATION

I. Types of Removal

A. Disciplinary Removal

A principal, teacher, bus driver, or other staff member may remove a student from a class or participation in any school function for less than twenty-four hours for which the procedures of suspension, expulsion, and emergency removal are not required. As soon as possible after making such a disciplinary removal, the teacher or other staff member shall submit a Universal Referral Form, K-12.

B. Emergency Removal

1. A principal, assistant principal, or Superintendent may deny a student the right to attend school and take part in any school function when the student's presence poses a continuing danger to persons, property or an ongoing threat of disrupting the educational process taking place either within a classroom or elsewhere on the school premises, for a period not to exceed seventy-two hours. Emergency removal shall be invoked only in circumstances where suspension and/or expulsion are to be recommended and circumstances do not permit an informal hearing under Section D – 3.
2. A teacher or other staff member may use emergency removal to remove a student from curricular or extracurricular activities under his/her supervision, without complying with the suspension or expulsion notice and meeting requirements. As soon as possible after making such an emergency removal, the teacher or other staff member shall submit a Universal Referral Form, K-12, for such removal to the principal and will attend the meeting.
3. If a student is removed under this section, written notice of the reason(s) for the removal and written notice of a hearing to be held regarding the removal shall be given to the student as soon as possible prior to the meeting. A meeting must be held within seventy-two hours of the time the initial removal is ordered.
4. A hearing shall be held in accordance with the procedures in Section D., Suspension, or Section E., Expulsion.
5. The Superintendent or the principal may reinstate a student in a curricular or extracurricular activity under the teacher's supervision prior to the hearing following an emergency removal. The teacher shall, upon request, be given in writing the reasons for reinstatement.
6. During the period of removal, the student will not be allowed on any titled school property without the approval of the principal or Superintendent.

C. Bus Removal

1. A principal, assistant principal or other administrator may deny a student transportation privileges for a period not to exceed 80 days, if the student interferes with or disrupts the operation of a school bus. An immediate emergency removal from the bus may be imposed until the student has the opportunity for an informal hearing before the Superintendent or the Superintendent's designee.

D. Suspension

1. A principal, assistant principal or other administrator shall deny a student the right to attend school and to take part in any school function for a period of at least one but not more than ten school days. If, at the time of the suspension, there are fewer than ten school days remaining in the current school year, the Superintendent may apply any remaining part or all of the suspension to the following school year. In addition, the student may be denied enrollment in the district-operated summer school program.
2. A summer school principal may deny a student the right to attend summer school and to take part in any summer school function for a period of at least one, but not more than ten summer school days. If, at the time of suspension, there are fewer than ten summer school days remaining in the current summer school session, the Superintendent may apply any remaining part or all of the suspension to the following school year. (See Section VII. Summer School.)

3. When a student is being considered for a suspension, the administrator will notify the student of the basis for the proposed suspension. The student will be given an opportunity to explain his/her view of the underlying facts and to challenge the reason(s) for the intended suspensions. Only after that informal meeting, the principal or assistant principal or other administrator will determine whether or not to suspend the student.
4. Within twenty-four hours after the decision to suspend, the Superintendent of Schools or the principal shall notify, in writing, the student, parent/guardian, the Treasurer of the Board of Education, the Superintendent/principal, the Director of Student Services, and the Officiate for Discipline Hearings of the decision.
5. The written notice shall include:
 - a. The specific reason(s) for the suspension and the duration of the suspension.
 - b. Notification that the Superintendent may seek expulsion if such action has been recommended at the time of suspension.
 - c. Notification that the Superintendent may seek permanent exclusion if the intended suspension is for one of the serious offenses for which permanent exclusion is allowed if the student is sixteen years of age or older at the time of the offense and convicted or adjudicated a delinquent child for that violation.
 - d. Notification that the student is denied the right to attend school, to be on any school district titled property and to take part in any function promoted, sponsored or co-sponsored by the school district and such presence will be considered trespassing, unless expressly permitted by the principal or the Superintendent.
 - e. Notification of the right of the student, parent/guardian, to appeal the suspension to the Superintendent of Schools. A written request to appeal must be received by the Treasurer of the Board of Education within five school days of the date the letter was mailed indicating the decision to suspend.
 - f. Notification of the right to be represented in all such appeal proceedings.
 - g. Notification of the right to appeal the decision of the Superintendent to the Board of Education or, at the Board's discretion, the Board's designee. A written request for an appeal must be received by the Treasurer of the Board of Education within five school days of the date the letter was mailed indicating the decision of the Superintendent on the appeal hearing.
 - h. Notification of the right to request that such hearing before the Board of Education be held in executive session.
 - i. Notification that the hearing before the Board or its designee shall be for the purpose of allowing the student to present reasons why the suspension is improper, unwarranted, or excessive.
6. In addition to the procedural provisions contained in Item D., the following procedures shall be observed in hearings held before the Board of Education or its designee regarding suspensions:
 - a. The Board or its designee shall act upon or acknowledge the decision of the suspension at a public meeting.
 - b. The Board or its designee shall make a verbatim record of the appeal hearing.
 - c. The Board or its designee, by majority vote, may affirm the order of suspension, reinstate the student, reverse, vacate or otherwise modify the order of suspension.
 - d. Upon reaching a decision, the Board of Education or its designee shall notify the principal, student, parent/guardian, in writing, of the decision and also of the fact that the student may appeal said decision within thirty (30) calendar days of the written notification to the Court of Common Pleas of Cuyahoga County pursuant to the provisions of Chapter 2506 of the Ohio Revised Code.
7. Teachers, upon request, shall provide class assignments to a student serving suspension. Up to one-half credit will be given for work done during a period of suspension, if submitted on the day of the student's return to school. No credit shall be earned for missed final examinations and/or tests.
8. The Board may temporarily deny admittance to any student seeking to enroll in the Cleveland Heights-University Heights City School District if the student has been suspended from a public school of another district, limited to the State of Ohio provided:
 - a. An opportunity for a hearing has been offered.
 - b. The period of the suspension has not expired.
 - c. The student will be admitted not later than the expiration date of the suspension.

9. The rights of students with an identified disability are additionally protected by Board of Education Policy, Federal and State laws which outline suspension and expulsion procedural safeguards for dealing with these students.
10. At the end of the school year, the Superintendent may permit a student to perform community service in conjunction with or in place of a suspension under the following guidelines:
 - a. In order for a student to be considered for the community service option, he/she must be recommended by the building Principal to the Superintendent. Only the Superintendent may apply the community service option beyond the end of the school year in lieu of applying the suspension into the following school year.
 - b. The Principal recommending the student to the Superintendent shall submit a list of worthwhile projects to the Superintendent that would benefit the building. Such activities as washing windows, washing student lockers, caring for lawns or shrubbery, assisting the secretary with inventory of materials, books, or supplies, etc., assisting custodial staff with routine repairs, cleaning carpeting, and assisting with mass mailings are examples of projects that could be approved.
 - c. All community service options will be performed within the school community.
 - d. Students will be assigned to a specific district employee for their work assignment and supervision.
 - e. Clear understandings of employee responsibilities for supervision of the student shall be agreed upon at the beginning of the assignment.
 - f. A written checklist of the student's job performance shall be completed by the activity supervisor and submitted to the principal at the conclusion of the assignment.
 - g. Students who fail to complete jobs or perform in a satisfactory manner shall have the full measure of the suspension invoked.
 - h. All child labor laws must be observed.
 - i. Credit will not be earned.
 - j. Other community service programs exist under secondary school procedures and are not to be confused with this one.

E. Expulsion

1. The Superintendent shall deny a student the right to attend school and to take part in any school function for a period not to exceed eighty school days. If at the time of the expulsion there are fewer than eighty school days remaining in the current school year, the Superintendent may apply any remaining part or all of the expulsion to the following school year. In addition, the student shall be denied enrollment in the district-operated summer school program.
2. The Superintendent shall give written notice to the student and the parent/guardian of the intent to expel.
3. The notice shall state:
 - a. The specific reason(s) for the intended expulsion.
 - b. Notification of the opportunity for the student, parent/guardian and/or representative to appear in person before the Superintendent and/or his/her designee to challenge the reason(s) for the intended expulsion or otherwise to explain the student's action(s).
 - c. The place and time to appear, which shall be not less than three nor more than five days after the notice is given.
 - d. Notification that the Superintendent may seek permanent exclusion if the intended suspension is for one of the serious offenses for which permanent exclusion is allowed (if the student is sixteen years of age or older and convicted or adjudicated a delinquent child for that violation).
4. The student, parent/guardian and/or representative may request an extension of time for the hearing with the understanding that the student may not return to school until the hearing is held, and the Superintendent may grant the request. If an extension is granted, the Superintendent shall notify the student, parent/guardian and/or representative of the new time and place to appear.
5. Within twenty-four hours of the decision to expel, the Superintendent shall notify in writing the principal, student, parent/guardian, the Treasurer of the Board of Education and the Director of Student Services of the decision to expel. The notice shall include:
 - a. The specific reason(s) for the expulsion.

- b. Notification that the student is denied the right to attend school, to be on any school district titled property and to take part in any function promoted, sponsored or co-sponsored by the school district and such presence will be considered trespassing.
 - c. Notification of the right of the student and the parent/guardian, to appeal such action to the Board of Education or the Board's designee. The written request to appeal must be received by the Treasurer of the Board of Education within fourteen (14) days. The fourteen (14) day appeal period begins on the first day of the expulsion and concludes on the fourteenth (14th) day thereafter, that was not a holiday or a day on which the school office was closed.
 - d. Notification of the right to be represented in all such appeal proceedings.
 - e. Notification of the right to request that such hearing is held in executive session.
 - f. Notification that a hearing before the members of the Board of Education or its designee shall be for the purpose of allowing the student to present reasons why the expulsion is improper, unwarranted or excessive.
6. In addition to the procedural provisions contained in Item E. above, the following procedures shall be observed in hearings held before the Board of Education or its designee regarding expulsions:
- a. The Board or its designee shall act upon or acknowledge the decision of the expulsion at a public meeting.
 - b. The Board or its designee shall make a verbatim record of the appeal hearing.
 - c. The Board or its designee, by a majority vote, may affirm the order of expulsion, reinstate, vacate or modify the order of expulsion.
 - d. Upon reaching a decision, the Board of Education or its designee shall notify the principal, student, parent/guardian, in writing, of the decision and also of the fact that the student may appeal said decision within thirty (30) calendar days of the written notification to the Court of Common Pleas of Cuyahoga County pursuant to the provisions of Chapter 2506 of the Ohio Revised Code.
7. If a student is expelled for more than 20 days or if the expulsion will extend into the following semester or school year for any period of time, the Superintendent shall provide the student and the parent/guardian a list of public and private agencies that work toward improving those aspects of the student's attitude(s) and behavior(s) that contributed to the incident(s) for which the expulsion was ordered.
8. The Superintendent may also deny a student the right to attend school, to be on titled school property and to take part in any school function under the following criteria:
- a. Firearms -- If a student is found to have violated the provision of Section IV., Class A Offenses, R., of the Rules and Regulations, the Superintendent shall expel such student from school from that day for a period of one calendar year. The Superintendent may modify this policy requirement on a case-by-case basis in accordance with State and Federal law and shall be limited to modifications for students who:
 - 1. Qualify as disabled under Section 504 of the Rehabilitation Act of 1973; or
 - 2. Are identified as disabled under Individuals With Disabilities Education Act (IDEA); or
 - 3. Are enrolled in preschool programs or elementary schools, Grades K-5.*[Note: Students with disabilities under Individuals With Disabilities Education Act (IDEA) may be removed for at least 45 school days with additional days subject to IDEA requirements.]*
 - b. Other dangerous weapons and instruments -- If a student violates the provisions of Section IV. Class A Offenses, P., of the Rules and Regulations, the Superintendent may expel the student from school for the same period of time (i.e., one calendar year) with the same implications as stated above for firearms. A student who is eligible for special education under IDEA and who is in possession of a knife with a blade of 2 1/2 inches or greater will be removed for 45 calendar days with additional days subject to IDEA requirements.
 - c. Bomb threats, false alarms – if a student violates the provisions of Section IV, Class A Offenses C., of the Rules and Regulations, the Superintendent may expel the student from school for the same period of time (i.e., one calendar year) with the same implications stated above for firearms.
 - e. If a student commits an act or acts at an interscholastic competition, extracurricular event, or any other school program or activity and if the act (1) would be a criminal offense if committed by an adult and (2) result in serious physical harm to person or property defined under ORC 2901.01 (A)(5) and 2901.01 (A)(6), the Superintendent may, upon establishment of fact, expel the student for one calendar year with the same implications as stated above for firearms.

9. If a student commits a violation that warrants expulsion, the Superintendent shall proceed with the expulsion hearing and impose any warranted expulsion even if the student who committed the act has already withdrawn from school.
10. The Board may temporarily deny admittance to any student seeking to enroll in the Cleveland Heights-University Heights City School District if the student has been expelled or permanently excluded from a public school of another district, not limited to the State of Ohio, provided:
 - a. An opportunity for a hearing has been offered.
 - b. The period of the expulsion has not expired.
 - c. The student will be admitted no later than the expiration of the expulsion period so long as it does not exceed one calendar year as prescribed by Ohio Law.
11. The Superintendent shall notify the Deputy Registrar of Motor Vehicles and Juvenile Court for the purpose of imposing a Driver's License suspension if a student is expelled from school for a firearm or dangerous weapon violation or truancy.
12. Students returning from expulsion will not be given an opportunity to earn or be granted appropriate credit for work missed during the time of expulsion.
13. The rights of students with an identified disability are additionally protected by Board of Education Policy, Federal and State laws which outline suspension and expulsion procedural safeguards for dealing with these students.

II. Permanent Exclusion

Pursuant to Section 3313.662 of the Ohio Revised Code, the Superintendent of Schools and the Board of Education are empowered to recommend to the State Superintendent of Public Instruction that a student sixteen (16) years of age or older at the time of the offense and convicted or adjudicated a delinquent child of any offenses enumerated in Ohio Revised Code, Section 3313.662, be permanently excluded from attending any public schools in the State of Ohio.

A recommendation for permanent exclusion may be requested if a student is sixteen (16) years of age or older at the time of the offense and convicted or adjudicated a delinquent child for any of the following offenses:

- A. Conveying deadly weapons or dangerous ordnance onto titled school property or to a school-sponsored activity.
- B. Possessing deadly or dangerous ordnance on titled school property or at a school-sponsored activity.
- C. Carrying a concealed weapon on titled school property or at a school-sponsored activity.
- D. Trafficking in drugs on titled school property or at a school-sponsored activity.
- E. Murder or aggravated murder on titled school property or at a school-sponsored activity.
- F. Voluntary or involuntary manslaughter on titled school property or at a school-sponsored activity.
- G. Assault or aggravated assault on titled school property or at a school-sponsored activity.
- H. Rape, gross sexual imposition, or felonious sexual penetration on titled school property or at a school-sponsored activity, or when the victim is a school employee.
- I. Complicity in any of the above offenses, regardless of location.

The Superintendent shall notify both the Deputy Registrar of Motor Vehicles and Juvenile Court for the purpose of imposing a Driver's License suspension if a student is permanently excluded from school for any of the above offenses.

ATTENDANCE PROCEDURES

I. Regular Day School Program

All parents/guardians are responsible for their child's attendance at school. Parents/guardians are also responsible for notifying school personnel when their child is absent. Students who are 18 years of age or older are responsible for notifying school personnel when absent. A record of student attendance shall be kept by the teacher which shall be the official attendance record for that particular class.

The Superintendent of Schools shall establish administrative procedures necessary to implement and ensure a uniform system of attendance procedures and record keeping.

- A. Any student who is absent from school for all or any part of the day without a legitimate excuse shall be considered truant and the student and his/her parent/guardian shall be subject to the truancy laws of the state.
- B. If a student, under the age of 18, is absent without legitimate excuse for five (5) or more consecutive days, seven (7) or more school days in one school month, or twelve (12) or more school days in a school year, s/he will be considered habitually truant (ORC2151.011).
- C. If a student under the age of 18, is absent without legitimate excuse for seven (7) or more consecutive school days, ten (10) or more school days in one school month, or fifteen (15) or more school days in a school year, h/she will be considered chronically truant (ORC 2152.02).
- D. A student found to be habitually or chronically truant may be subject to having charges filed in juvenile court, as required by Ohio law.
- E. A parent/guardian must notify the school to report a student's absence.
- F. The school will contact a parent/guardian if the office has not been notified of a student's absence for students under age 18 and students 18 years or older who have provided written consent. If contact has not been made within forty-eight hours, the school will notify the Department of Student Services.
- G. When a student's attendance is considered "irregular," the school will contact the parent/guardian and/or refer the student to the District's attendance officer.
- H. Middle school students must report to the office for an admit slip upon the return from an absence. Students who come to class without an admit slip shall be considered unexcused.
- I. High school students must present proof (written or by phone) to excuse an absence within seventy-two hours of their return to school.

II. Attendance Requirements and Grading

For purposes of this section, absences accumulated during suspensions shall be deemed excused absences. However, the absences accumulated during the student's first suspension of the semester shall not compute as either excused or unexcused absences in determining a grade of "FA".

- A. Attendance is required during all scheduled periods, including classes, study halls, homeroom, lunch, and mandatory programs. All students will remain in the school buildings during the school day unless educational options away from the school building have been approved or students secure permission from the attendance office, their respective principal, or the school nurse to leave.
- B. When a student, grades nine through twelve, accumulates six unexcused absences or fifteen excused and/or unexcused absences in a class at any time during the semester, the student automatically receives a grade of "FA" to indicate failure due to absence. However, the teacher of the class may petition the house principal to pass the student. This petition can be made, in writing, at any time prior to the last five days of the semester.
- C. Students returning from excused (up to 15 days) and released absences, will be given either an opportunity to earn appropriate credit, or will be granted appropriate credit for work missed during the excused or released absences.
- D. A high school student who accumulates excused absences due to extraordinary medical circumstances or pregnancy resulting in the assignment of an "FA" may submit in writing to the appropriate small schools principal a petition to waive the automatic assignment of the "FA". The petition shall clearly delineate the medical circumstances that caused the absences and shall be accompanied by an appropriate physician's letter. The petition must be submitted no later than 10 school days after the 15th recorded absence or 10 school days after her/his return to the high school. The assistant principal for curriculum shall confer with the school nurse and refer and present a petition to a pupil services team which shall either grant or deny the petition. The decision shall be communicated in writing to the student, parent/guardian, the student's teachers, and the house attendance office.

III. Return After Absence

Students returning from an absence are required to follow school rules and regulations for readmittance.

IV. Excused Absences

- A. Excused absences are defined as those due to illness, medical/dental appointments, court appearances, religious obligations, funerals, or for absences due to family or other emergencies as approved by the Assistant Superintendent.
- B. Parents are encouraged not to take their children out of school for extended periods of time. When these absences (e.g., college visits, vacations, study tours, business trips, etc.) must be scheduled during the school year; the parents must discuss the request with the principal to make necessary arrangements. It may be possible for the student to receive certain assignments that are to be completed during the trip. After this discussion, a written request shall be submitted to the Principal who will forward the written request to the Board of Education for consideration. The parent/guardian will receive a written disposition from the Board of Education.

V. Home Instruction

- A. "Home Instruction" is an education program provided to a student with a disability or medical condition which prevents the student from attending school even with special transportation. Students who have or are suspected of having a disability will receive a multi-factored evaluation.
- B. Students returning from home instruction will be treated as transfers and not penalized. Pupil progress reports will be given by the home instructor.

VI. Released Absences.

- A. Students granted released absences by the principal shall be counted as present and not penalized for the absences. Such absences include:
 - 1. Field trips for which the principal has granted permission.
 - 2. Released absences or tardies from class for related school activities (athletics, concerts, programs, staff activities, etc.) approved by the principal or a staff member.

VII. Summer School

Participation in the Summer School Program is a contractual agreement. Due to the intensity and short duration of the Summer Program, any inappropriate behavior detracting from the educational process will not be tolerated. Misconduct may result in removal from class(es) and removal from the Summer School Program. Students removed for disciplinary reasons are not entitled to a tuition refund. Misconduct violating Board Policy 5133 (see all Class A and Class B Offenses) warranting consequences beyond removal from the Summer School Program that may extend into the regular school year will be handled pursuant to all disciplinary procedures contained in Policy 5133.

A teacher or other staff member may remove a student for disciplinary reasons and shall immediately refer the matter to an assistant principal for disposition. The assistant principal or his/her designee shall make reasonable efforts to notify the parent/guardian by telephone on the day of the incident and/or shall send written notice home with the student. In the event a student is removed from the program, the student or parent/guardian may appeal the disciplinary action to the Summer School principal. The Summer School principal or his/her designee shall conduct an appeal hearing as soon as practical.

Daily attendance in the Summer School Program is mandatory. More than two (2) absences from a course for any combination of reasons, excused or unexcused, will be grounds for dismissal from the program. Tardy to class is defined as being late by less than fifteen (15) minutes. After fifteen (15) minutes, a student is considered absent for the class. Two (2) tardies are considered equal to one (1) absence. A student dismissed from the Summer School Program due to absence is not entitled to a tuition refund.

VIII. Violation of Attendance Rules

When a student is in violation of attendance rules, his/her case will be referred to the attendance officer who shall take appropriate action, as authorized by the laws of Ohio, to ensure future compliance. The District uses intervention strategies that may include the notification of the Deputy Registrar of Motor Vehicles or taking appropriate legal action pursuant to ORC 3321.13, 4507.061. The parent/guardian of this student will be held responsible and may face prosecution by the school district.

In addition, the District may require that the parent or guardian of a student who is truant or habitually absent from school attend a parental education program. Failure to attend such a program constitutes parental educational neglect, a misdemeanor of the fourth degree, which is punishable by a maximum of 30 days imprisonment and a \$250 fine. (ORC #3313.663, 2919.22.2).

This policy shall be evaluated periodically and may be amended as needed by the Cleveland Heights-University Heights Board of Education.

Adopted by the Cleveland Heights-University Heights Board of Education June 2008.