

OFFICIAL WORKING COPY
of the
AGREEMENT
BETWEEN THE
CLEVELAND HEIGHTS-UNIVERSITY HEIGHTS CITY SCHOOL
DISTRICT BOARD OF EDUCATION
AND THE
THE CLEVELAND HEIGHTS TEACHERS UNION

July 1, 2013 – June 30, 2016

[Go to table of contents](#)

THE CLEVELAND HEIGHTS-UNIVERSITY HEIGHTS CITY SCHOOL DISTRICT

Dr. Nylajeon McDaniel, Superintendent of Schools

THE BOARD OF EDUCATION

Ron Register President
Nancy Pepler Vice President
Eric Coble
Kal Zucker
Karen Jones

THE NEGOTIATING TEAMS

**For the Cleveland Heights-University
Heights City School District Board
of Education**

Dr. Nylajeon McDaniel	Superintendent
Jeffery Talbert	Assistant Superintendent
A. Scott Gainer	Treasurer
Dr. Joseph Micheller	Director of Curriculum & Instruction
Patrick McNichols	Principal, Roxboro Middle School
Brian Williams	Coordinator of Alternative Education
John Britton	Board Counsel

For the Cleveland Heights Teachers Union

Ari Klein	President
Brian Schaner	1 st Vice President
Tamar Gray	2 nd Vice President
Jennifer Bennett	Treasurer
Teri McGearry	Monticello Steward

TABLE OF CONTENTS

[PREAMBLE.....7](#)

[ARTICLE 1 – RECOGNITION.....8](#)

- A. Inclusions and Exclusions
- B. Exclusive Bargaining Agent
- C. Effective Dates of the Agreement

[ARTICLE 2 – NEGOTIATIONS PROCEDURE.....9](#)

- A. Initiation of Negotiations
- B. Tentative Agreements
- C. Impasse Procedure
- D. Alternative Procedure
- E. Distribution of the Agreement
- F. No Strike Clause

[ARTICLE 3 – UNION RIGHTS.....11](#)

- A. Union Dues and Service Fees
- B. Union Activities - Representation at Professional Activities

[ARTICLE 4 – EMPLOYMENT PRACTICES.....15](#)

- A. Pre-Employment
- B. Resident Educators
- C. Maintenance and Filing of Certification/Licensure
- D. Transcripts and Additional Training/Salary
Schedule Placement
- E. Personnel Files
- F. Employment Contracts
- G. Job Sharing
- H. Master Teacher
- I. Local Professional Development Committee

[ARTICLE 5 – REDUCTION IN FORCE.....27](#)

- A. Legal Basis
- B. Attrition
- C. Definition of Seniority

- D. Notice of Suspension of Contracts
- E. Retention
- F. Displacement
- G. Non-OTES Teacher
- H. Factors Affecting Retention
- I. Factors Other Than Seniority in Retention
- J. Measuring Length of Service
- K. Recall
- L. Compliance with Law

ARTICLE 6 – TEACHING DUTIES AND WORKING CONDITIONS30

- A. Hours of Employment
- B. Schedules
- C. Meetings
- D. Training
- E. Holidays
- F. Severe Weather and Other Emergencies
- G. School Calendar
- H. High School Labor Management Partnership
- I. Request for Volunteers

ARTICLE 7 – TEACHER COMPENSATION43

- A. Salary Procedures
- B. Tax-Sheltered Annuity and Deferred Compensation Plan
- C. STRS Pickup
- D. Automatic Payroll Deposit
- E. STRS Contribution Pursuant to Administrative Code Rule 3307-6-01 and 3307-6-02 Compensation for Service to Teacher Professional Organization (TPO)
- F. Salary Schedule Placement – Experience
- G. Reemployment of Retired Bargaining Unit Members
- H. Long-Term Substitutes
- I. Transfer of Assignment Transition
- J. 220-Day Contract
- K. Independent Professional Activity
- L. Extended Time-Days Worked Outside of Contracted Days
- M. Duties and Assignments
- N. Rates of Pay
- O. Supplemental Contracts
- P. Curriculum Writing

- Q. Substitute Duties
- R. Authorized Additional Duties
- S. Elementary Classrooms
- T. School Camp-School Curricular Trips
- U. Summer Programs
- V. Saturday Academy/Saturday School Instructors
- W. TAP Committee

ARTICLE 8 – INSURANCE AND FRINGE BENEFITS.....62

- A. Medical and Hospitalization
- B. Spousal Employment
- C. Same Sex Domestic Partners
- D. Health Care Related-Insurance Committee
- E. Dental, Vision Care, Prescription Drug, and Skilled Nursing
- F. Adverse Selection and Part-Time Prorate
- G. Existing Coverage
- H. Fixed Costs: Disability and Life Insurance
- I. Multiple Bargaining Units
- J. Changes
- K. Other Benefits

ARTICLE 9 – LEAVES OF ABSENCE70

- A. Sick Leave
- B. Medical Leave
- C. Family and Medical Leave (FMLA)
- D. Pregnancy/Maternity/Child Care Leave
- E. Personal Leave
- F. Religious/Holy Day Leave
- G. Professional Leave
- H. Professional Study Leave
- I. Foreign Assignment
- J. Other Non-Professional Leaves
- K. Return from Unpaid Leaves
- L. Jury Duty
- M. Compulsory/Court Leave
- N. Assault Leave
- O. Eligibility for Fringe Benefits While On Unpaid Leaves
- P. Catastrophic Leave

ARTICLE 10 TEACHER EVALUATION.....81

- A. OTES
- B. Non-OTES Bargaining Unit Member
- C. Evaluation Procedure Delineated

ARTICLE 11 – DISCIPLINARY PROCEDURE.....86

- A. Right to Representation
- B. Due Process
- C. Disciplinary Responses
- D. Privacy of Proceedings
- E. Termination

ARTICLE 12 – GRIEVANCE PROCEDURE.....87

- A. Preamble
- B. Grievance Definition
- C. Informal Process
- D. Formal Procedure
- E. Grievance, Step 1
- F. Grievance, Step 2
- G. Grievance, Step 3
- H. Grievance, Step 4
- I. Time Limitations
- J. Grievant Rights
- K. No Reprisal
- L. Administration-Union Concerns
- M. “Class” Grievance
- N. Amendment to Grievance Procedure

ARTICLE 13 – SUB-CONTRACTING92

- A. Sub-Contracting Work Performed
by Bargaining Unit Member
- B. CHUH Students Not Being Instructed
by CHUH Teachers

ARTICLE 14 – NON-CERTIFICATED/LICENSED STAFF94

- A. Lunch Supervision
- B. Middle School Lunchroom and Study Hall
- C. Elementary School Libraries
- D. Non-Certified Ancillaries
- E. Nurses’ Aide

ARTICLE 15 – STUDENT DISCIPLINE COMMITTEE95

- A. Purpose
- B. Topics to be Considered
- C. Review of and/or Changes to Disciplinary Forms

CONSENSUS STATEMENTS96

GENERAL REGULATIONS OF THE BOARD OF EDUCATION.....99

APPENDIX – FORMS101

Salary Schedules

General Regulations of the BOE

EAP

LOU’s (small schools and evaluation systems)

PREAMBLE

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.

In addition, 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.

ARTICLE 1 – RECOGNITION

A. Inclusions and Exclusions

The Cleveland Heights Teachers Union, hereinafter referred to as the "Union", is recognized by the Board 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, , , Drug and Alcohol Counselor, Program 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, 21ST Century Funded Instructors, short-term, on-call substitute teachers in matters of wages only, and long-term substitute teachers as defined in Article 7, Paragraph H. 2., and subject to the limitations set forth therein, 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 herein.

B. 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.

1. 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. 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.

C. Effective Dates of the Agreement

This agreement shall become effective on July 1, 2013, except as otherwise provided for herein and shall remain in effect until June 30, 2016, and shall be binding upon the Board and the Union as well as upon their successors until June 30, 2016, except as modified through negotiations provided for in Article 2. This agreement is between the Board and the Union on behalf of the members of the bargaining unit described in Paragraph A, above. 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 Paragraph A, above, 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, 2016.

ARTICLE 2 – NEGOTIATIONS PROCEDURE

A. Initiation of Negotiations

1. Requests for commencement of negotiations shall be given no earlier than January 15 of the year the Contract expires. Requests from the Union shall be made directly to the Superintendent, or in his/her absence to his/her designee; requests from the Board will be made to the President of the Union. Unless mutually agreed otherwise, negotiations will begin no later than April 1 of the year of expiration of this Agreement. All meetings shall be mutually scheduled. The date, time, and place of the next meeting will be established before adjournment of each meeting.
2. 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.

B. Tentative Agreements

1. Each team shall designate a spokesperson who shall have the power to sign tentative agreements.
2. 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.

3. If agreement is reached among the negotiators, the Union negotiators agree to recommend ratification and the Board negotiators agree to recommend ratification.
4. Unless alternative procedure is otherwise agreed to pursuant to Paragraph D, below, the parties will exchange complete proposals on proposed matters for negotiation at an agreed-upon date. Except where mutually agreed upon, additional items shall not be submitted after the second meeting.
5. 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.
6. 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.
7. Each team shall bargain in good faith, and no meeting shall end without the scheduling of the next meeting.
8. 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.

C. Impasse 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.

D. 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.

E. Distribution of the Agreement

1. The Board will continue as in the past to print the Agreement for distribution to the members of the bargaining unit.
2. The format of the printed Agreement shall be determined in conference with the union negotiators.

F. 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.

ARTICLE 3 – UNION RIGHTS

A. Union Dues and Service Fees

1. 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 dues and voluntary political deductions (COPE) dues on a bi-weekly basis. The authorization shall comply with the provisions of the law and shall be revocable between September 1 and 10 of each year.
2. 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, 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.
3. 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 Article 1 -- Recognition. 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.
4. 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 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. 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.

6. 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 (SERB) to seek a declaration from that board that the member not be required to financially support the local in accordance with the provisions of Ohio Revised Code 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).

7. 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 issue may be reopened for negotiations by request of either party.

B. Union Activities - Representation at Professional Activities

1. 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.

2. 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.

3. **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.

4. **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 information will be distributed to all new staff members by the Human Resources Department.

5. **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.

6. **Other Meetings**

In addition to the leave provided above 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. **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 Article 2 – Negotiations Procedure.

8. **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.)

9. **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.

ARTICLE 4 – EMPLOYMENT PRACTICES

A. Pre-Employment

1. 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.

2. 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 Board Policy, 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 Board Policy.
 - 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 Board Policy.
 - d. The employee shall be informed of his/her right to union representation.
3. 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 Paragraph 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.
4. If after the employee has been placed on regular contract status, the Board receives information which reveals a failure to meet the requirements of Board Policy (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.

5. 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.

B. Resident Educators

1. Introduction

The Resident Educator Program will be a Program administered and funded by the Board and coordinated by the District's Program Specialist Resident Educator Program Coordinator (REPC). This program shall be separate from and shall not replace the employee evaluation system.

a. Resident Educator

A Resident Educator is a teacher employed under a resident educator license.

b. Mentor Teacher

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

- i. Mentor Teachers shall be allotted up to 9 half day of release time. The Board will pay all training fees and expense required for Mentor Teachers to receive the mandatory ODE mentor training.
- ii. Mentor Teachers may be assigned one or more Resident Educators as determined by the needs of the Program.
- iii. Participation as a Mentor Teacher is voluntary.

2. Mentors

a. Qualifications and selection

- i. The Mentor Teacher must have five (5) years of teaching experience, of which three (3) years have been in the District as a classroom teacher and preferably at least two (2) years in the level or subject area assigned (i.e. elementary, middle school, special education, etc.).
- ii. The Mentor Teacher must be trained as a mentor through the current Ohio Department of Education Resident Educator program.

- iii. Mentor Teachers shall be selected collaboratively by the Administration and the Union.

3. General

- a. Resident Educators shall also be required to participate in a teacher induction program that is collaboratively developed by the Administration and the Union or the Local Professional Development Committee (LPDC). The extent of the participation required shall be determined by the LPDC consistent with the Ohio Revised Code.
- b. Other than a notation to the effect that a teacher served as a Mentor Teacher, the teacher's activities as a Mentor Teacher shall not be part of that staff member's evaluation.
- c. Neither the REPC nor any Mentor Teacher shall not participate in the District's evaluation of any Resident Educator.
- d. Neither the REPC nor any Mentor Teacher shall be requested or directed to make any recommendation regarding the continued employment of the Resident Educator.
- e. At any time, if either the Building Principal or REPC determines that the Resident Educator-Mentor situation is not appropriate, and the concern is not resolved satisfactorily, the issue will be submitted to the Superintendent/designee and the Union President who, subject to mutual agreement, shall have the authority to end the Mentor appointment. Any Mentor whose position is ended and/or any Mentor beginning an assignment after the start of the year will receive a supplemental contract in proportion to time served in that role.
- f. The REPC and all Mentor Teachers and Resident Educators shall keep confidential all discussions, actions, materials and other information to the extent permitted by law.
- h. Mentor Teachers shall communicate directly with the Resident Educators and shall not discuss/report the performance and progress of the Resident Educator with any administrator, assessor, or other teacher, with the exception of the REPC.

C. Maintenance and Filing of 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.

D. Transcripts and Additional Training/ Salary Schedule Placement

1. 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.

2. 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.)

3. Regulations concerning salary recognition beyond the MA on salary schedule category fall into three classifications:
 - a. 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.
 - b. 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.
 - c. 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.
 - d. 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.

E. Personnel Files

1. 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. All or part of such file may

be maintained electronically, provided the bargaining unit member is provided access and copies upon request.

2. Materials retained in files other than the official file shall not be considered as official.
3. 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.
4. 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.
5. The teacher has the right to respond to any material filed and to have this response attached to the file copy. Such attachments shall be submitted to the Board within sixty (60) calendar days of receiving the material.
6. 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.
7. 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.

F. Employment Contracts

1. The Board of Education shall issue limited and continuing contracts as prescribed and in compliance with the Ohio Revised Code.
2. 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.

3. Continuing Contract

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.

In order to be eligible for the granting of a continuing contract, the bargaining unit member must have on file with the Board by March 20th of the year of tenure eligibility either:

- a. A Professional, Permanent or Life teacher's certificate issued upon application submitted to the State Board of Education prior to September 1, 1998 or renewed or upgraded subsequent to September 1, 1998 in accordance with Ohio Revised Code 3319.22; or
- b. A Professional Educator's License issued after October 29, 1996 and proof of either of the following:
 - i. If a master's degree was not held at the time of initially receiving a teaching certificate or an educator's license, thirty (30) semester hours of course work in the area of licensure or in an area related to the teaching field since the initial issuance of such certificate or license; or
 - ii. If a master's degree was held at the time of initially receiving a teaching certificate or an educator's license, six (6) semester hours of graduate course work in the area of licensure or in an area related to the teaching field since the initial issuance of the teaching certificate or license.
 - iii. A teacher holding a senior professional educator license or a lead professional educator license issued under the licensure provisions of the ORC.
- c. For bargaining unit members initially licensed after January 1, 2011, continuing contract eligibility is met if the teacher:
 - i. Holds a professional, senior professional or lead professional license;
 - ii. Has held an educator's license for at least seven (7) years; and
 - iii. Has completed either of the following:
 - a. If the bargaining unit member did not hold a master's degree at the time of initially receiving an educator license, thirty (30)

semester hours of coursework in the areas of licensure or in an area related to the teaching field since the initial issuance of that license, as specified in rules which the state board shall adopt;

- b. If the bargaining unit member held a master's degree at the time of initially receiving an educator license, six (6) semester hours or graduate coursework in the area of licensure or in an area related to the teaching field since the initial issuance of that license, as specified in rules which the state board shall adopt.
- d. Bargaining unit members must have an appropriate certificate or license on file by March 20th of the year to be eligible for continuing contract status. Bargaining unit members who do not have the appropriate licensure/certification on file at the beginning of the year, but who intend to file such prior to March 20th, are encouraged to notify his/her supervisor and the Department of Human Resources at the beginning of the school year.
- e. 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 an extended limited contract(s), if recommended by the Superintendent and approved by the Board. If a bargaining unit member is given such extended limited contract, the employee will be provided recommendations on the applicable evaluation form for performance improvement. Upon subsequent reemployment of the bargaining unit member only a continuing contract may be entered into. To the extent that this procedure for granting an extended limited contract differs with that found in Ohio Revised Code Section 3319.11, the parties intend that this provision replaces and supersedes same.
- f. 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 certificate, or 5-Year License regardless of the area or discipline in which the member is assigned.
- g. 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 February 10 and February 25. The preference form shall be returned by March 15. 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.

G. 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. 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. 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.

H. Master Teacher

The CH-UH Master Teacher Program was developed and implemented in collaborative partnership between the Board and the Union and shall comply with all pertinent statutory provisions, licensure regulations, and requirements as set forth by the Ohio Educator Standards Board.

1. The Master Teacher Committee is comprised of three teachers appointed by the Union and two administrators appointed by the Board. In addition, the Master Teacher Committee may appoint a Master Teacher Committee Liaison to assist the committee in fulfilling the responsibilities enumerated in #3, below. The appointment of a liaison and the continuation of the liaison's duties for subsequent school years shall be subject to approval by the Superintendent.

2. The Master Teacher Committee shall have the following responsibilities:
 - Communicating information and updates on the Master teacher Program to the teaching and administrative staffs.
 - Facilitating the Master teacher application process.
 - Confirming the eligibility of candidates for Master Teacher status.
 - Reviewing Master Teacher applications.
 - Granting approval of Master Teacher status to applicants.
3. The Master Teacher Committee shall select a chairperson to call and conduct committee meetings.
4. The Master Teacher Committee shall set a calendar of meetings. Committee members shall be granted released time as needed for the purpose of scoring Master Teacher applications.
5. Minutes of meetings of the Master Teacher Committee shall be recorded, and all meetings shall be conducted in compliance with the Ohio Open Meetings Laws.
6. Should any costs apply to Master Teacher applications required by the Ohio Department of Education, those teachers who are awarded Master Teacher status shall be reimbursed by the Board for such costs.
7. Participation in the district's Master Teacher Program shall also be accepted by the Board as the participating teacher's professional growth plan under the Tier II Alternative Evaluation. Therefore, a teacher who completes the Master Teacher Program shall be deemed to have completed a Tier II Evaluation Program.

I. Local Professional Development Committee

1. The Local Professional Development Committee (LPDC) shall be established to oversee and review professional development plans pursuant to ORC 3319.22.
2. The Board and the Union shall establish governance, structure, procedures, and meeting schedules of the LPDC. The LPDC shall be comprised of teachers and administrators. There shall be one more teacher on the LPDC than administrators. The teacher members shall be selected by the Union. The administrative members shall be selected by the Superintendent.
3. Participation in the district Residency Programs is a requirement for all teachers through their first four years of teaching.

ARTICLE 5 – REDUCTION IN FORCE

A. Legal Basis

Reduction in force shall be in accordance with Ohio Revised Code Section 3319.17, including financial reasons, declining enrollments and changing course offerings and selections.

The Superintendent shall meet with the CHTU President at least thirty (30) calendar days before Board action to authorize a reduction in force. At this time the Superintendent shall provide a list of the potential positions to be eliminated and the names of the individuals who may be affected by the reduction.

B. 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.

C. Definition of Seniority

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.

All teachers shall return to their last previous assignment unless there shall have been a transfer planned and/or effected.

D. Notice of Suspension of Contracts

Contract suspensions will only take effect at the end of a school year, except in the case where a RIF is necessitated by a return from leave of absence by a regular teacher. Notice of contract suspensions will be provided to affected bargaining unit members no later than June 1st.

E. Retention

Retention of bargaining unit members and recall of eligible teachers whose contracts have been suspended pursuant to a reduction in force will be based upon seniority only in circumstances when choosing between teachers with comparable evaluations. The application of the term “comparable” as applied to teacher evaluations refers to the summative teacher effectiveness ratings as determined by the OTES framework in the Board adopted, standards-based teacher evaluation policy.

For the transition period of this Master Agreement only, ending on June 30, 2016, comparable evaluations of OTES teachers will be defined as all evaluation ratings above "Ineffective." Thereafter, unless the parties negotiate otherwise, comparability of evaluations will be determined in relation to the effectiveness ratings defined in the Board's standards-based teacher evaluation policy included in this agreement in accordance with Ohio Revised Code Sections 3319.111 and 3319.112.

When reductions are necessary, the Superintendent will make recommendations as follows:

Teachers who have been retired/rehired.

If further reductions are necessary, limited contract teachers shall be reduced in the affected teaching fields (certification/licensure) utilizing the following order:

1. Comparable evaluations as defined in accordance with Board policy.
2. When evaluations are comparable, seniority in the District shall prevail, with the contract of the least senior limited contract teacher in the affected teaching field the first to be suspended.

Should the necessary reduction of staff required exceed the number of limited contract teachers in the affected field, continuing contract teachers be reduced in the affected teaching fields (certification/licensure) utilizing the following order:

- a. Comparable evaluations as defined in accordance with Board policy.
- b. When evaluations are comparable, seniority in the District shall prevail, with the contract of the least senior continuing contract teacher in the affected teaching field the first to be suspended.

F. Displacement

In those instances where seniority is involved (i.e., when selecting from teachers with comparable evaluations), a teacher affected by a reduction in force will displace another teacher who holds the lowest position on the seniority list in another area of certification/licensure provided he/she holds a valid certification/licensure in the area, unless there is a teacher or teachers in a lower effectiveness rating category, in which case the displaced teacher must bump the least senior teacher in the lowest effectiveness rating category available. However, in this circumstance, such displacement may not occur if the result is to retain a limited contract teacher over a continuing contract teacher.

G. Non-OTES Teachers

For bargaining unit members not subject to the Board's standards-based evaluation policy (non-OTES teachers), decisions regarding reduction in force shall be based upon seniority; however, should the employment status of a non-OTES member and an OTES member intersect under this Article, the administration may decline displacement rights should the

otherwise displacing member not have experience in the classroom or non-classroom position being sought. Such decisions will not be arbitrary or capricious.

H. Factors Affecting Retention

In those instances where seniority is involved (i.e., comparable evaluations) employees with longer continuous service will be retained in preference to those with less continuous service certified to teach in the same field. In those circumstances, 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, shall be based on the dates of the letters sent by the Director of Human Resources offering employment positions to the affected employees. The employees with the earlier dates of employment offers as indicated on the aforementioned letters shall be retained.

I. Factors other than Seniority in Retention

Where seniority applies (i.e., comparable evaluations), 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 when seniority applies.

J. Measuring Length of Service

For the purpose of determining preference for retention, where applicable (i.e., comparable evaluations) length of continuous service in employment with the 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.

K. Recall

1. Retention and recall shall be based upon effectiveness ratings as set forth in the Board's standards-based evaluation policy included herein. Seniority shall not be a factor in recalling any bargaining unit member unless the decision is between teachers with comparable evaluations. When selecting among teachers with comparable evaluations, any teacher unemployed as a result of a staff reduction will be recalled in reverse order of being released, provided the teacher is properly licensed. In these circumstances, continuing contract teachers would be recalled before limited contract teachers.

2. No new teachers shall be employed by the Board while there are teachers on the Reduction-in-Staff list who are certificated for any vacancy in a teaching position.
3. In the event that vacancies become available, the Board shall recall teachers to active employment status by giving written notice to them. Said written notice shall be sent to the teachers' last known address and a copy to the Union. It shall be the responsibility of each teacher to notify the Board of any change in address.
4. If a teacher fails to accept active employment status within five (5) business days from the date said notification was delivered, said teacher shall be considered to have declined said offer and shall be removed from the recall list. Teachers on layoff are to notify the Superintendent in writing of any change in their addresses; any additions, deletions, and/or changes in areas of certification/licensure; and any desire to have their names removed from the recall list.
5. A teacher on the recall list shall, upon acceptance of the notification to resume active employment status, return to active employment status with the same seniority, sick leave, and salary schedule placement as said teacher would have earned before suspension or non-renewal.
6. Limited contract teachers shall remain on the Reduction-in-Staff list for a period of two (2) years from the last day of active employment by the District.

L. Compliance with Law

To the extent that they do not conflict with the requirements of Ohio Revised Code Section 3319.17, the provisions of this Article supersede any contrary provisions of law.

ARTICLE 6 – TEACHING DUTIES AND WORKING CONDITIONS

A. Hours of Employment

1. Teacher Work Year

The teachers' school year shall consist of 190 days of service (191 days in 2013, 192 days thereafter), 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.

2. Teacher Work Day

- a. The normal work day for 190/191/192 day employees under this Agreement shall be a 7.5 hour day.
- b. The start time for the following school year shall be published by July 1 with no changes accepted until the next school year.
- c. The start times for teachers will be as follows:

1. Elementary: between 8:00 and 8:30
 2. Middle: between 7:45 and 8:15
 3. High School: between 7:45 and 8:15
 - d. Building start times may vary at the same level in concert with paragraph c., above.
 - e. The beginning of the student day will start at least 10 minutes after the start of the teacher day, where no student supervision is required by the teacher.
 - f. The end of the student day will conclude at least 10 minutes before the end of the teacher day with no student supervision required by the teacher.
 - g. On occasion there may be a teacher who may voluntarily take on an assignment with a different start time. The teacher may opt out of this alternate schedule on the regular preference form and will be honored for the following school year. The Union will be informed prior to the posting of such a position.
 - h. Teachers who do not instruct students at the beginning of the day may be assigned a duty during the beginning or end of the day in lieu of a duty in the middle of the day.
 - i. 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.
3. 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.
 4. 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. Time worked toward compensatory time shall require pre-approval. A bargaining unit member eligible for compensatory time 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.
 - a. Effective July 1, 2013, members of the bargaining unit who have 200, 220 or 260 day contracts shall work the equivalent of one additional day (8.5 hours) during the academic year by recording and submitting 8.5 hours of unpaid compensatory time pursuant this section.
 - b. Effective July 1, 2014, members of the bargaining unit who have 200, 220 or 260 day contracts shall work the equivalent of two additional day (17 hours)

during the academic year by recording and submitting 17 hours of unpaid compensatory time pursuant this section.

5. Teacher assignments in the high school generally shall not have more than three preparations daily. A teaching preparation shall be defined as a course having a distinct description as listed in the High School Course Selection Guide. Intervention Specialists/Special Education Teachers who have more than three teaching preparations daily shall be assigned a Clerical Aide to provide support for clerical duties and Special Education related scheduling and meeting needs.
 - a. 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.
 - b. 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.
6. 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.
7. 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.
8. 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.
9. Teachers new to the school system shall serve three 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 three days prior to the commencement of orientation and workshop activities.
10. 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.
11. Members of the bargaining unit who are required to get additional training for the high school CISCO program will be granted professional leave to receive the training necessary to fulfill the requirements. If the teacher is required to attend the training outside of the normally scheduled work year, such teacher shall be compensated the in-service rate for the time of attendance at the training. If similar

programs are placed into the curriculum the administration will meet to discuss a similar type of arrangement at the request of the Union.

12. Home Instruction Teachers.

- a. The Home Instruction Teacher for each school year will not be transferred involuntarily from an existing assignment without agreeing to the conditions set forth in this section.
- b. The Home Instruction Teacher shall notify the Director of Human Resources through the established preference process for 795 members of their preference to return or not return to the Home Instruction Teacher Assignment for the ensuing school year. Consideration of the adjusted work day required for the Home Instruction Teacher and the teacher's qualifications for other teaching positions within the District will be included in the review of the teacher's preference.
- c. The Home Instruction Teachers will work 7.5 hour days that begin between 8:30 a.m. and 9:30 a.m. Such hours will be decided when a teacher accepts the position.
- d. The Home Instruction Teacher will be responsible for instructing students receiving instruction at home or at another off-campus location. Session schedules shall be arranged by School Counselors in cooperation with the Home Instruction Teacher.
- e. The Home Instruction Teacher will be scheduled to not exceed 25 hours per week of instruction and not to exceed 27.5 hours per week instruction and travel time. (ex. It would be possible to have 4 hours of travel if the instruction for a particular week was cut to 23.5 hours)
- f. Each instructional session can include up to five students getting instruction for the same subject.
- g. The Home Instruction Teacher will be responsible for a maximum of 25 students per week.
- h. No later than March of each year, the Board and Union shall meet to review the provisions of this section, the provisions of which will expire June of each year unless extended by mutual agreement.

B. Schedules

1. **Pre-School Teachers**

- a. The instructional day for Preschool Special Education (PSE) staff members represented by Local 795 shall be scheduled to provide for two half-day sessions four days per week from 8:30 to 11:30 a.m. and 12:30 to 3:30 p.m.

with the exception of the full day autism class, which will be 8:30 am - 2:30 pm.

- b. The PSE staff represented by Local 795 shall be scheduled for a daily one hour duty free lunch.
- c. In addition to IEP meetings, progress reviews, or other related duties, the weekly planning day shall provide for individual planning time, equivalent to the time provided for the elementary schedule, for PSE teachers represented by Local 795. The teachers shall prepare monthly planning day schedules that display their individual planning time. There shall be no more than three thirty minute PLC meetings per month and one monthly forty-five minute staff meeting.
- d. Students shall be assigned to any PSE teacher represented by Local 795 for purposes of completing student intake responsibilities. Should the volume of intakes exceed two per Local 795 PSE teacher per month, the administration will assign other qualified staff members to assist with the intake process. The length of this assignment will be determined by administration.
- e. Any meetings scheduled on days other than the planning day including but not limited to IEP meetings, progress review meetings, and intake duties shall be scheduled during the normal work day and shall not be scheduled during the one hour duty free lunch. Pursuant to Section 16.053 of the Negotiated Agreement, substitutes shall be provided to release ECC teachers for these meetings.
- f. To assist students in the transition to school the first week of the school year shall be devoted to home/playground setting visits. Every attempt shall be made to visit with all students and their parents during this period.

2. Elementary Teachers

- a. The instructional day for elementary students shall be as presented in Appendix A of this negotiated agreement.
- b. All elementary teachers shall have their teaching schedules so arranged so as to have a minimum of 205 minutes per week of planning time during the student day excluding the one hour duty free lunch period. General education teachers will have their planning time provided by elementary specialist teachers.

3. Middle School Teachers

- a. The Board and the Union agree the class period schedule for the Middle Schools shall be the schedule in Appendix A of this negotiated agreement.

- b. All middle school teachers shall be assigned six instructional periods of 42 minutes each or the equivalent amount of instructional time allocated in three, 84 minute instructional blocks. All middle school teachers shall be assigned a 42 minute planning period daily, a 42 minute team planning/PLC/collaboration period daily, and a 42 minute duty free lunch period daily. It is recognized that scheduling needs and instructional planning may result in some middle school teachers being assigned five instructional periods and a duty period.
- c. Any proposed modification of the middle school class period schedule shall follow the decision-consensus procedure set forth in Article III of the Teacher Administrative Partnership (TAP) charter, and shall be memorialized by a Letter of Understanding signed by the Superintendent and Local 795 President.

4. **High School Teachers**

- a. The High School Scheduling Committee shall be composed of the high school principals, the guidance liaison, and 5 appointees named by the Union. Co-facilitators shall be chosen from the principals and the Union appointees. Meeting attendance and summaries shall be submitted monthly to Summit. This Committee shall begin meeting June, 2013.
- b. The High School Scheduling Committee shall meet with the purpose of recommending a schedule for the high school for the 2014-2015 school year that provides the following:
 - i. Common embedded planning time by Small School. Teachers are expected to exercise their professional judgment in determining when to use individual and/or collaborative planning to best meet the needs of their students;
 - ii. Common embedded planning time by department, with the same caveat (i.), above;
 - iii. At least 250 minutes of personal planning time per week;
 - iv. Protection of instructional time by planning and publishing alternate schedules for testing, assemblies, etc;
 - v. Protection of instructional time from interruptions due to announcements, early sports release, pullouts for perfunctory tasks such as senior class rings, sophomore OGT prep, pep talks, etc;
 - vi. Identifying and solving obstacles brought to them by programs at the high school that may conflict with a new schedule, especially with special ed., the arts, tech. prep, PSEO;

- vii. Identifying and making a plan for the responsibility for course selections to departments for citywide offerings, Small School teachers for specific Small School classes, and master schedule revisions to the Scheduling Committee;
 - viii. Making a timeline for reviewing and refusing the schedule for the following year (or mid-year corrections if needed);
 - ix. Help oversee class load, number of preparations, and assignments of duties with the purpose of identifying possible inequities that might not be necessary;
 - x. Identifying possible professional development that may be needed for a different schedule; and
 - xi. Test out a new schedule one week in the 2013-2014 school year, if possible, and get feedback from the staff.
- c. Small School TAP committees shall be formed and shall convene in accordance with the TAP Charter no later than April 30, 2010.
 - d. Should school-wide issues or concerns arise at the high school, the high school stewards and principals shall meet at the request of either the Board or the Union to address these issues.
 - e. High school intervention specialists shall be scheduled to have five teaching assignments, a conference planning period, a lunch period, and a full period assigned for case management responsibilities, co-teacher planning, and/or other duties related to servicing special needs students.

5. **Intervention Specialists**

- a. Intervention Specialists, exclusive of Bellefaire and teachers of Multi-handicapped classes may take up to a total of three days of Professional Leave for purposes of completing the IEP process. Also, those teachers shall have two (2) 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.

- b. 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.

- c. Teachers who use Professional Leave from this section will use every effort to avoid the use of these days when there are special events at the school or large numbers of substitutes releasing teachers already planned at the school. For example, if the teacher's grade level team will all be in a training session the day chosen to do IEP work, then it would be best if another day was chosen, if possible.
- d. 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 consecutive days, such teacher shall be compensated at one-half of the rate set forth in Article 7 Section N.7.

C. Meetings

- 1. **Meetings** - Required school meetings of an entire school or small school staff shall not exceed ten (10) per year. These can include one building meeting during the professional closing days in June, and monthly faculty meetings. Meeting dates for all regularly scheduled staff meetings shall be distributed to the staff no later than the end of the first week of school. Principals are encouraged to provide tentative agendas to the building TAP prior to staff meetings.
 - a. Staff meetings shall begin 10 minutes after the dismissal of students and shall end no later than 60 minutes following dismissal. The school administration may, in addition to the above, hold, during the normal work day, two more meetings per year.
 - b. 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.
 - c. 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. If the TAP Committee meets and determines a specific critical need, a staff meeting may be used for staff in-service training.
 - d. 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.

2. **Departmental and Grade Level Meetings**

Departmental and grade level meetings shall be scheduled within the normal day.

3. **Elementary PLC/Grade Level**

No more than one PLC or grade level team meeting shall be scheduled per week for elementary staffs.

4. **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 outside of the normal work 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.

5. **Curriculum Night**

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.

6. **Extra-Curricular Activities**

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

7. **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.

8. **Parent/Guardian Conferences**

- a. 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.

b. Elementary Parent/Guardian Conferences

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.

- i. 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.

- ii. 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 only when the teacher and parent agree that after reasonable effort, they are unable to schedule a face-to-face conference.
- iii. 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.

D. TRAINING

1. In-Service Training Courses

- a. All in-service training courses, except as provided below, shall be voluntary and compensated

- i. In-service training held on days when students are scheduled to be in attendance must be held during the normal workday, 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.
 - ii. 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, whether through online courses or otherwise.
- b. For voluntary and compensated training, teachers will be remunerated as follows:
- i. An hourly rate as set forth in Article 7 Section N.
 - ii. One CEU for each 10 contact hours; or
 - iii. Graduate credit if offered by an accredited college or university; or
 - iv. One-half credit for salary purposes for every nine contact hours or any fraction thereof.
 - v. Members of the bargaining unit who are presenters or facilitators at District approved in-service training courses shall be compensated for pre-approved preparation and presentation at the rates set forth in Article 7 Section N.

~~In-service training held on days when students are scheduled to be in attendance must be held during the normal work day, 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.~~

2. Essential Training

- a. The Board has elected to participate in the New Tech model (grades 6-12), the International Baccalaureate (grades K-8), International Study School Network (grades 9-12), PAST (K-5). Since these programs require teachers to have proprietary training the following provisions will need to be followed to mandate attendance of a bargaining unit member:
 - i. Paid at the equivalent of the in-service rate for the time mandated for training sessions.

- ii. As with all district sponsored professional development, if an out of town stay is required for more than three nights, the member will not be required to share a hotel room, unless incentivized to share.
 - iii. There shall be a limit of seven days of mandatory training within a five year period required of any bargaining unit member which may be waived by the member.
 - iv. When a choice of dates is available for a mandatory training the member will be able to choose which one to attend from those sessions offered by the District.
 - v. Members must be notified of the requirement to attend such training at least 6 months in advance which may be waived by the member.
 - vi. When training is available in District or in the local area every effort will be made to utilize those sessions.
- b. Members who would prefer not to receive training in one of these models will be transferred, no later than the next school year, to a building where such mandatory training requirements are not required if an opening exists in the area of their licensure.
 - c. New hires that are sent to mandatory training before the start of their first year of employment in the District shall receive the same compensation as other District teachers.
 - d. Members who sign up for a mandatory training, but are prevented by personal or family reasons will be given an opportunity to attend the next appropriate training without penalty. Reasons must be submitted to the Director of Human Resources for review and approval.
 - e. If the District wishes to add to the list of Essential Training listed in 1. above then it must be negotiated with the Union.
 - f. By October of each year the Summit will review the provisions of this section to monitor progress, compliance, and any problems with essential training.

E. 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.

F. 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.

G. School Calendar

The school calendar shall be developed and adopted as follows:

1. The Board recognizes that the Union will be consulted in all stages of calendar development each year.
2. 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.

H. High School Labor Management Partnership

For the purpose of enhancing the environment at the High School, facilitating the efficient operation of the building, discussing school-wide issues, and as a proactive means to effectively address staff/administrative concerns, the High School Labor Management Partnership – comprised of building administrators and CHTU stewards – will meet on a regular basis. A teacher selected by the Union President and an administrator selected by the Superintendent will serve as co-chairpersons of this body. Meetings will be scheduled no less than once per month during the school year with dates, times and agendas developed by the co-chairs. Meetings may also be called by the co-chairs at any time should circumstances warrant.

I. 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.

ARTICLE 7 – TEACHER COMPENSATION

A. Salary Procedures

Effective August 1, 2013, all employees covered by this agreement shall receive salary in 26 installments.

Salary checks for all contract employees will be paid every two (2) weeks on Friday in equal installments. The first salary payment of a school year will begin with the first District-wide existing and ongoing biweekly pay date of the school year provided that two weeks have been worked.

It is recognized that there will be school years when it will be necessary to have 27 pay periods due to established bi-weekly pay dates.

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

B. 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.

C. STRS Pickup

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.

1. 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.
2. 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.
3. 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.

4. This provision will become effective with the first pay after the effective date of this Agreement
5. 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.
6. The Board will assume and pay to the State Teachers retirement System (STRS) or the School Employees Retirement System (SERS) on behalf of members of the teachers bargaining unit 1.0% of the contribution otherwise payable by bargaining unit members without reduction in gross salary.

D. Automatic Payroll Deposit

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

E. 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.

1. No later than August 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.
2. 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. 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).

- b. 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.
 - c. 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.
 - d. The Treasurer will also notify the Union of the employer and employee share percentage for STRS for the subsequent school year.
 3. 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.
 4. 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.
 5. 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.

F. Salary

1. Salary Schedule Placement - Experience (evaluated at time of hiring) Outside System

- a. 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.

- b. Credit for substitute teaching totaling 120 days of service during one school year.
- c. Credit for teaching experience as evaluated by the Superintendent.

2. Salary Schedule Placement Within System

- a. As designated on the salary schedule for each training category.
- b. *(reserved for LOU language on preschool)*

3. Salary Schedule (See, Appendix B)

G. Reemployment of Retired Bargaining Unit Members

- 1. 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 Article 8 Section K.2. of this 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 any Retirement Incentive under Article 8 Section K.4. of this Agreement.

3. In the event of a reduction in staff pursuant to Article 5-of this Agreement, teachers hired under Paragraph 1, above, shall have their contracts suspended or will not be re-employed before any other teacher in the bargaining unit subject to Article 5, Reduction in Force.
4. Any teacher employed under Paragraph 1, above, shall only be eligible for one-year limited teaching contracts, which will be automatically non-renewed without further notice under law or this Agreement. Any teacher employed under Paragraph 1, above, shall be evaluated in accordance with this Agreement.
5. Except as spelled out in these provisions (Paragraphs 1-5, above), teachers hired under Paragraph 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.

H. Substitute Salary Schedule

1. The Board shall not increase the basic per diem rate for daily casual substitutes above \$130.

2. **Long-Term Substitutes**

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 Article herein, and placed on the Teachers' Pay Scale BA, Step 1 with benefits beginning the first day of such assignment subject to the following requirements:

- a. Appropriate teacher licensure or comparable professional experience for the long-term assignment.
- b. Attendance at staff meetings and departmental or grade level meetings.
- c. Participation in Curriculum Night and Parent-Teacher Conferences.

- d. Planning and implementing instruction in accordance with the Board of Education requirements and state standards.

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.

I. 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.

J. 220-Day Contracts

1. 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.
2. During the probationary period, the non-certificated/licensed staff member will receive benefits.
3. 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.
4. Upon successful completion of the first year's contract the non-certificated/licensed staff member will be eligible for two additional one-year contracts.
5. Upon successful completion of three one-year contracts, the non-certificated/licensed staff member shall be eligible for a two-year contract.
6. After successful completion of a two-year contract, the non-certificated/licensed staff member shall be eligible for a three-year contract.
7. 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.

8. 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.
9. These 220-Day positions cannot replace regular classroom teaching positions.

K. 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.

L. 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.

M. Duties and Assignments

1. Differentials

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.

- a. Differentials shall be granted for the following positions:
 - i. Teachers of all Special Education classes - \$500 per year
 - ii. Language/Speech Pathologists - \$500 per year
 - iii. Head Nurse – MA step 14 x 0.04 per year
 - iv. Teachers of Combination classes grades 1-5 - \$500 per year
 - v. Literacy Leads – MA step14 x 0.06 per year

- vi. Post-Secondary Education Options Coordinator – MA14 x 0.05 per year for serving up to 30 students

2. Guidance Counselors, Psychologists, Nurses, Title I Teacher Coordinator, Social Workers, Program Specialists

Salaries for their 200 day contract will be computed by multiplying the appropriate step up to and including the MA column by 1.1. For members who have earned hours beyond MA, the additional amount for hours earned beyond the appropriate MA step will be added.

For example, if a 200 day employee has twenty (20) approved hours past a Bachelor Degree and has seven (7) years of experience; the salary will be computed by taking the BA20 step seven (7) salary times 1.1.

For an employee who has MA 40 and fourteen (14) years of experience; take MA step fourteen (14) times 1.1. Then add on the difference between MA40 and MA at the step fourteen (14) level.

Guidance Counselors may be assigned to dispense oral medication at elementary schools.

3. High School Caseload Compensation

Except for Music and Physical Education Teachers, teachers shall have their class enrollments adjusted to meet the 100 student caseload or, if in excess of 100 students, teachers shall receive a rate set forth in Article 7 Section N.4.;

Honorariums will be determined at the end of each quarter, and paid within two pay cycles. Additionally, the Union and Board agree to re-evaluate the caseload compensation on an annual basis, by the end of the third quarter of each school year.

4. Secondary Career Prep Teachers

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.

5. Instructional Coaches

- a. Instructional Coaches shall be included in the Preamble of the Negotiated Agreement and shall be 190 day employees.
- b. Instructional Coaches shall be under the supervision of one administrator for purposes of evaluation.

- c. Instructional coaches shall have their schedules arranged so as to provide a duty free lunch daily as well as planning/conference time equal to that of the classroom teacher at the grade levels to which they are assigned.
- d. Instructional Coaches' work schedules will be arranged in collaboration with the classroom teachers with whom the Instructional Coach is working. The classroom teacher and the Instructional Coach must agree on the dates, times of their work. The extent and nature of activities and services provided by the instructional coach will be driven by student data, district initiatives, and/or teachers' needs. Grade levels will be targeted annually based on student data and other services provided to staff. Building principals will be kept informed as to meeting times.
- e. The Board shall provide weekly planning and collaboration time for the Instructional Coaches. Principals will work with the instructional coached and classroom teachers to identify time for collaboration and planning. Classroom teachers and Instructional Coaches may meet to plan instruction in lieu of attending grade level meetings no more than once per month and with notification to the principal.
- f. Clerical duties including but not limited to data collection, reports, and logs assigned to Instructional Coaches shall be reviewed and monitored by the Board and the Union.
- g. Instructional Coaches shall not have any role in teacher evaluation nor shall they provide any information to any administrator regarding individual teacher performance.
- h. An Instructional Coach who requests on his/her assignment preference form not to be assigned as an Instructional Coach for the subsequent school year shall have that request honored by the Board.

6. Literacy Leads

- a. Assignment of teachers as Title I Literacy Leaders shall be on a voluntary basis. Teachers who have accepted assignment as Title I Literacy Leaders shall notify the Director of Human Resources using their assignment preference form no later than April 1st if they intend to discontinue their Title I Literacy Leader assignment for the ensuing school year.
- b. The Title I Literacy Leaders shall perform duties and responsibilities as defined in the attached Human Resources Department Job Description. The Union shall be informed of any intended modification to the job description in Appendix A prior to implementation of the proposed modifications.

7. Before & After School Program Lead

Time devoted to these duties and responsibilities by the Before & After School Program Lead will not exceed ten (10) hours per week.

The duties and responsibilities of the Before & After School Program Lead shall be:

- a. To facilitate the Before & After School Program.
- b. To oversee program implementation.
- c. Maintain compliance with school-age child care licensing rules.
- d. To provide data to the elementary Coordinator of Educational Services.
- e. Maintain program records.
- f. Maintain ongoing communication with building principal and central office staff.
- g. Facilitate regular meetings with staff.
- h. Monitor revenue and expenses to ensure programs function within budget.
- i. The Before & After School Program Lead shall be a licensed member of the teachers bargaining unit and shall not be responsible for any performance evaluations or supervisory duties involving the Before & After School Program staff.
- j. This position will no longer exist after May, 2014 without the agreement of the Board and the CHTU.

8. 21st Century Funded Instructors (CHAMPS, SHINE and CONNECT)

Individuals employed as 21st Century Instructors shall be placed on Step 1 of the salary schedule on a column reflecting training and education. 21st Century Instructors 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 21st Century Instructor as a regular employee of the School District; the employment status of a 21st Century Instructor shall only be on an as-needed basis; 21st Century Instructors shall not be entitled to or subject to evaluations under the provisions of this contract and not entitled to advancement beyond STEP 1 of the salary schedule while serving as 21st Century Instructors.

Should the District determine that it will continue the 21st Century program upon conclusion of external funding, the Union shall be notified immediately and negotiations shall commence within ten days of said notification.

N. Rates of Pay

1. In-Service Training:
 - a. An hourly rate of \$23 per hour.
 - b. Presenter/facilitator \$36 per hour.
 - c. Pre-approved preparation for presenter/facilitator \$23 per hour.
2. Substitute Salary Schedule – no more than \$130 per day.
3. Long Term Substitute – see Article 7 Section H.2.
4. High School Caseload Compensation:
 - a. \$250 per quarter caseload honorarium based on class rosters of 101-110 students at the end of each quarter.
 - b. \$500 per quarter caseload honorarium based on class rosters of 111 or more students at the end of each quarter.
5. Combination classes grades 1-5 - Up to \$200 per year for supplies and equipment.
6. Curriculum Writing (Article 7 Section P) \$23 per hour when performed outside of normal work hours.
7. Substitute Duties (Article 7 Section Q):
 - a. 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:
 - i. \$12.50 for 5-25 minutes
 - ii. \$23 for 26-50 minutes
 - i. \$139.00 per day (\$23 per hour)
8. Authorized Additional Duties

Teachers will be compensated at \$23 per hour for attendance at: Kindergarten Night, Elementary Concerts, Elementary Family Math and Proficiency Night, and for any other authorized additional duties.

9. Elementary Classroom Opening and Closing (Article 7 Section S) – up to 24 hours at the in-service rate (above) for a combination of Opening and/or Closing during the summer.
10. School Camp/Curricular Trips - \$80 each night (Article 7 Section T).
11. Summer Programs rate - \$42 per hour (Article 7 Section U).
12. Saturday Academy, Saturday School Instructors, and Home Instructors - \$42 per hour (Article 7 Section U).

O. 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 this section shall be operated except as an activity for which a supplemental contract is offered.

When supplemental contracts are due for renewal or continuation, the Board shall list all supplemental contract positions as open positions and shall post all supplemental contract positions for a period of no less than 10 working days. The Board shall issue all supplemental contracts in compliance with the rank order specified in Article 7 Section O.1.c. of this Negotiated Agreement and shall comply with all other features of the applicable state laws specifically ORC 3315.53.

1. Supplementals - *Supplementals are multiples of X*

$$(X = .08 \times BA \text{ Minimum})$$

Category	Multiple	Effective 7/13	Effective 7/14	Effective 7/15
A	2.2	7,237	7,348	7,458
B	1.5	4,934	5,010	5,085
C	1.0	3,290	3,340	3,390
D	0.8	2,632	2,672	2,712
E	0.7	2,303	2,338	2,373
F	0.6	1,974	2,004	2,034
G	0.4	1,316	1,336	1,356
H	0.3	987	1,002	1,017
I	0.2	658	668	678

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

Category	Level	Supplemental
A	H	Freshman Faculty Manager plus \$1000, Faculty Manager plus \$500 each; HC Football, Basketball, Track (with indoor); Small School Teacher Leader, Vocal Music, Musical and Theatre Choreographer.
B	H	HC Baseball, Lacrosse, Swimming, Wrestling, Soccer, Ice Hockey, Softball, Field Hockey, Volleyball, Bowling AC Basketball, Track (with indoor), Concessions, Marching Band (+4 performances), Musical Director Project Build C Football
	M	Faculty Managers; HC Basketball(Gr.8), HC Basketball (Gr.7)
	EMH	Lead Mentor (w/LPDC). CHAMPS Teacher Leader, Before & After School Program Lead
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, Bowling, Gospel Choir; Robotics, Marching Band (+2 performances), TV Production Supervisor, Audio Engineering; C Freshman Football
	M	M HC Wrestling, HC Football (Gr.8), HC Football (Gr.7), Robotics;
	EMH	Lead Mentor (w/o LPDC), Resident Program Mentor (2 Residents).
D	H	AC Tennis, Cross Country, Publications Business Manager (no homeroom); Team Leader grades 9 and 10, AC Football
	M	Intramurals, HC Baseball, Soccer, Track, Tennis, Volleyball, Softball, Field Hockey, Lacrosse, Team Leader
	E	Grade Level Team Leader
E	H	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, National Honor Society, Improvisation Team, Jewish Students' Union, Gay Straight Alliance, Musical Orchestra Director, Leading Ladies, Students Against Destructive Decisions;
	M	AC Football, Basketball, Wrestling, Honors Choir Director (+Reaching Musical Heights Event), Leading Ladies, Students Against Destructive Decision;
	EMH	Resident Program Mentor (1 Resident), LPDC Member, Data Liaison, Master Teacher Committee Liaison, Member of Leadership Training Team
F	H	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, AC Lacrosse, Free Book Inventory, Honors Choir Director, Challenge Choir, Student Council;
	EMH	Conflict Mediation Advisor.
G	H	Chess, Hall of Fame, Literary Magazine, , Project Support, AFS, Drill Team, Knitting Club, Science Olympiad, Tri-M Honorary Music Society, Musical Staff Musician;
	M	Assemblies and Dramatics, Cheerleaders, Drill Team, Future Teachers of America, Newspaper, Social Director, Stage, Ticket Manager, Science Olympiad, OMEA Music Director, National Junior Honor Society, MSAN;
	E	School Crossing Guard Supervisor, Student Council, Vocal Concert (2 evening concerts per school year), Foreign Language Travel (Boulevard), Intramurals, Challenge Choir

	EMH	Intervention Support Coach, Member of Master Teacher Committee
H	H	Academic Challenge, Academic Decathlon, Key Club, Pep Band; AC Forensics Sr. Ohio Model United Nations
	M	Chess, Yearbook; Mock Trial, Environmental Club;
	E	Choreographer
	EMH	Conflict Mediation Assistant. TAP
I	M	Power of Pen(2), Art Club(Wiley);
	E	Instrumental Concert (1 evening concert per school per year), Young Men of Noble;
	EMH	Ski Club.
0.5 of H	EMH	Student Teacher supervision

b. Time Schedule of Supplemental Contract Payment

Personnel holding supplemental contracts that require year long activities will be paid on the regular teacher pay dates. 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 on the first regular teacher pay date in October. The remainder of the salary will be paid at the close of the football season.

- c. 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.

- d. Supplemental coaching salaries shall not be divided unless mutually agreed upon by the Board, the coaches involved, and the Union. Such divisions of coaching supplemental salaries shall be in two equal halves.
- e. 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.

2. **New Supplemental Contracts**

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

- a. Applications shall be accepted, considered, and approved for any and all supplemental contracts without regard to the sex of the applicant.
- b. 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.
- c. 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.
- d. The Summit shall establish a committee and process for reviewing proposals for new supplemental contracts, making recommendations for modifying existing supplemental contracts, and help standardize expectations and job descriptions for supplemental contracts.

P. Curriculum Writing

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

<u>Secondary Schools</u>	<u>Elementary Schools</u>
6 week courses	
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. Payment shall be at the rate set forth in section Paragraph "N" Rates of Pay, above, 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.

Q. 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 rates set forth in section Paragraph "N" Rates of Pay, above. 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.

R. Authorized Additional Duties

Teachers will be compensated at rate set forth in section Paragraph "N" Rates of Pay, above, for attendance at: Kindergarten Night, Elementary Concerts, Elementary Family Math and Proficiency Night, and for any other authorized additional duties.

S. Elementary Classrooms

1. All teachers assigned to elementary buildings shall be entitled to 24 hours paid at the In-Service rate of pay set forth in Section Paragraph "N" Rates of Pay, above, of the Negotiated Agreement during summer recess for purposes of classroom closing and/or classroom preparation. 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 Article 3 Section B3.

2. **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 Paragraph "N" Rates of Pay, above.

T. School Camp – School Curricular Trips

Teachers attending Board initiated and approved school camp programs or class trips requiring overnight stays shall receive a stipend as set forth in section Paragraph "N" Rates of Pay, above, 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 as set forth in section Paragraph "N" Rates of Pay, above, for nights they are required to stay for such competition.

Additionally, they shall be reimbursed for approved expenses.

U. Summer Programs

1. The Human Resources Department shall publish a list of known available summer school teaching positions. Summer Programs 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.
2. Assignments shall be made as early as possible but shall be based upon enrollment and need.
3. Summer program salaries shall be established at the hourly rates as set forth in Paragraph N. "Rates of Pay," above.
4. Summer program assignments shall be for a period of not more than six weeks/thirty days including July 4 (Independence Day), which shall be a paid holiday if it falls during the summer programs assignment. Summer programs teachers shall be issued payment at the rates established Paragraph N., "Rates of Pay" above. In addition, if there is a summer programs staff meeting prior to the opening of the summer program, all teachers are required to attend and will be paid at the hourly rate in Paragraph N, "Rates of Pay," above. Salary payments shall be issued on the Board's regular bi-weekly schedule with a two-week lag in pay, so the first pay will be either three or four weeks after the start of the program.
5. 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.
6. The provisions of Compulsory Leave, of the negotiated agreement between the board and the union, shall be in force and apply to all summer program teachers. Absences due to Compulsory Leave shall not cause a reduction in pay for summer program assignments. Time served for compulsory leave, shall not be charged to the teacher's regular accumulation of sick leave or personal leave.

7. The provisions of Assault Leave, of the negotiated agreement between the board and the union, shall be in force and apply to all summer programs teachers who are absent due to incidents of assaults during the summer programs. Absences due to Assault Leave shall not cause a reduction in pay for summer programs assignment as per Article 9 Paragraph L – Assault Leave. Days absent due to assault leave shall not be charged to the teacher's regular accumulation of sick leave or personal leave.
 8. The provisions of Jury Duty, of the negotiated agreement between the Board and the Union shall be in force and apply to all summer program teachers. However, no teacher shall receive summer program pay for days absent due to jury duty unless the teacher received notice of jury duty subsequent to accepting a summer program assignment.
 9. No teacher shall have a vested right to any summer program position.
 10. Summer program teaching time shall not be included in computing seniority.
 11. The rate of pay for summer program substitutes shall be at the rates set forth in Rates of Pay Section N.
- V. Saturday Academy/Saturday School Instructors and Home Instructors shall be compensated the hourly rates as set forth in Rates of Pay Section N:
1. 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.
 2. 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.
- W. **TAP Committee**

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

- a. Summer Retreat Attendance – In-service rate of pay (6 hours x 2 days); and
- b. TAP Committee Service - Paid at the rate set forth in Paragraph O, Supplementals, above.

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.

TAP Committees shall operate in accordance with the TAP Charter as promulgated by the Administration Union Summit Committee.

ARTICLE 8 – INSURANCE AND FRINGE BENEFITS

A. Medical and Hospitalization

1. 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).

a. Effective July 1, 2013 employee premium contribution will be as follows:

i. Single coverage: \$550 (pre-tax) per year

ii. Family coverage: \$1,500 (pre-tax) per year

b. 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.

2. **Section 125** (Flexible Spending Account).

3. **Hepatitis B vaccine for the employee.**

4. 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.

5. Cranial Prosthesis (Wigs)

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.

6. Second Routine Office Visit

The current medical plan provides coverage for one routine office visit (either physical exam or OB/GYN exam) per year. One routine office visit for physical examination and one routine office visit for OB/GYN examination will be covered annually.

7. Medicare

The Board will also provide Medicare coverage as elected by those 65 and over. Medicare will be paid annually to the individual.

8. Part-Time Prorate

Members of the bargaining unit employed on less than a full-time basis who elect coverage under this Article will have this Board contribution prorated according to the fraction of full-time employment.

9. 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.

10. Waiver of Coverage

Any bargaining unit member covered under family coverage of the school district's health insurance 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 that he/she does not elect to be covered under one of the District's insurance options under Section A and E 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 A and E or 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 no later than June 30th in that school year that coverage was waived.

Any bargaining unit member under single coverage of the school district's health insurance plan who declares in writing to the District Treasurer before September 15 that he/she does not elect to be covered under one of the District's insurance options under Section A and E 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 A and E 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 no later than June 30th in that school year that coverage was waived.

B. 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 no later than June 30th in that school year for which coverage was waived.

C. Same Sex Domestic Partners

Bargaining unit members who either register their same sex domestic partner on the Cleveland Heights Domestic Partner Registry or are legally married are eligible for all benefits in this Article as bargaining unit members who are married to opposite sex partners.

D. Health Care Related – Insurance Committee

The Board and Union have a mutual interest in ensuring that employees and their families have the best benefits possible for the dollars spent on health care. Therefore, the Insurance Committee, comprised of representatives from all bargaining units and representatives from

the finance department will meet at least quarterly to examine out health care plans to determine how to maximize cost efficiency and have a healthy workforce. The committee shall also investigate plan options and designs, and recommend any changes to be negotiated before the end of the current contract cycle.

E. 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
Retin-A or equivalent coverage is included for plan participants who
are age 25 and older for medically necessary purposes only.

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. 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.

F. Adverse Selection and Part-Time Prorate

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

Members of the bargaining unit employed on less than a full-time basis who elect coverage under A and E 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.

G. Existing Coverage

No contribution will be made by the Board under the plans listed in A. and E. above if the applicant is being covered under these plans through the coverage of another bargaining unit member.

H. Fixed Costs: Disability and Life Insurance

The Board will provide for income disability continuity coverage and life insurance the sum of \$20.55 per month, \$246.50 per year, for each full-time member of the bargaining unit.

1. 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.
2. The Board will provide income disability coverage to all members regardless of part-time or full-time status.

Monthly Coverage	\$ 12.55
Total Yearly Coverage:	\$150.60

Income Disability: Selected by the Union.

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.

I. 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 A. and E above 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.

J. 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 Sections H, 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 H 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.

The Board recognizes that this collective bargaining agreement does not limit any right the Union may otherwise have to purchase insurance independent of the bargaining agreement for the Union's membership.

K. Other Benefits

1. Workers' Compensation

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

2. Retirement Severance Pay

Bargaining unit members with ten (10) or more years of service with the District 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 to a maximum payment of one-fourth of three hundred sixty days (90); plus one-eighth of three hundred sixty one through four hundred sixty (361-460) days.

A member of the bargaining unit who has ten years or more of service with the state or any political subdivision of the state, but less than ten (10) years with the District, 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 which shall not exceed one-fourth (1/4th) of the total number of accumulated but unused sick leave days not to exceed thirty (30) days.

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. 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.

3. 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.

4. Retirement Incentive

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 Paragraph K.2., above

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

A member of the bargaining unit employed part time who is eligible for the retirement incentive shall receive an incentive amount proportional to his/her percentage of full time employment based on his/her final year of service unless such employee was involuntarily reduced in hours of employment to part time status, in which case such employee shall be eligible for the incentive as though he/she were a full time employee

5. 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 submit the written documentation

required in each of the three years on or before November 15th to be eligible for the retirement enhancement payment for that year.

To be eligible for the first payment, the STRS Annual Statement of Account must reflect 27 years (or 27 years plus some fractional part of a year) of earned service credit. To be eligible for the second payment, the STRS Annual Statement of Account must reflect 28 years (or 28 plus some fractional part of a year) or earned service credit. To be eligible for the third payment, the STRS Annual Statement of Account must reflect 29 years (or 29 plus some fractional part of a year) or earned service credit.

Failure to submit the required written documentation on time will constitute an irrevocable waiver of the payment for that year, but will not affect an otherwise eligible member's rights to the payment in other years.

6. Payment and Deferral of Retirement Incentive:

- a. Notwithstanding anything in this Agreement or Board policy to the contrary, in accordance with the terms of this Section and any related provisions of a plan document adopted by the Board to comply with the requirements of Section 403(b) of the Internal Revenue Code (the "IRC"), certain retiring employees shall have their Retirement Incentive (as defined below) mandatorily paid into an annuity contract or custodial account that is designed to meet the tax-qualification requirements of IRC Section 403(b) (a "TSA"). Such payment shall be in lieu of the payment being made directly to the retired teacher. For purposes of this Section, this arrangement is referred to as the 403(b) Plan. The TSA that shall be used for the 403(b) Plan shall be the group annuity contract of VALIC. 403(b) Plan participants shall be required to complete VALIC enrollment forms; and unless and until a teacher does so, no contribution of Retirement Incentive shall be made to under the 403(b) Plan on behalf of the teacher. A successor company(ies) to VALIC may be selected at any time by mutual agreement of the Board and The Cleveland Heights Teachers Union.
- b. For purposes of the 403(b) Plan, the term "Retirement Incentive" shall include:
 - i. Any Retirement Incentive payment that a teacher is entitled to including two payments of \$12,000 each to be paid as soon after June 30 as practicable by the Treasurer's Office in the year of retirement and the following year.
- c. Participation in the 403(b) Plan shall be mandatory for any teacher who:
 - i. Is entitled to the Retirement Incentive, and

- ii. Is, or will be, age 55 years or older before July 1 of the year of separation from the District.

- d. All contributions to the 403(b) Plan, all deferrals to a TSA, and all check payments to teachers, shall be subject to reduction for any tax withholding or other withholding that the Treasurer in his/her sole discretion, determines is required by law. Neither the Board nor the Union guarantee any tax results associated with the 403(b) Plan, deferrals to a TSA or check payments made to a teacher.

ARTICLE 9 – LEAVES OF ABSENCE

A. Sick Leave

1. 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.
2. Sick leave shall be earned and accumulated at the rate of 1 ¼ 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 ¼ 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.
3. 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.
4. 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.
5. 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.

6. In case of a contemplated absence because of any circumstances set forth in item 4 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.
7. 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.
8. 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.

9. 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.
10. 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.
11. 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.

B. 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.

C. Family and Medical Leave (FMLA)

The Family and Medical Leave Act (FMLA) and its associated regulations will apply to all bargaining unit members who meet its eligibility requirements. For purposes of this Section, “12-month period” is defined as the “12-month period measured forward from the date the employee’s first FMLA leave begins” (i.e. the leave year is specific to each employee). The member is entitled to twelve (12) weeks of leave during the 12-month period beginning on the first date FMLA leave is taken. The next 12-month period commences the first time FMLA leave is taken after the completion of any previous 12-month period.

D. Pregnancy/Maternity/Child Care Leave

1. 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.
2. 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.
3. 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.
4. **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.

5. 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.

E. 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.

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.

F. 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 Paragraph E., above.

G. Professional Leave

1. Professional leave may be granted for:
 - a. 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.
 - b. For attendance at professional meetings as approved by the Superintendent.
2. 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.

3. 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.
4. Employees taking professional leave are required to report their absence to the District substitute system.
5. **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 \$3,000 for a maximum of five ER&D courses sponsored annually.

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.

6. 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.

H. Professional Study Leave

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.

a. 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.

b. 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.

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.

I. Foreign Assignment

- a. 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.
- b. 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.
- c. 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.

J. 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.

K. Return from Unpaid Leaves

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.

L. 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.

M. Compulsory/Court 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.

Time served under compulsory leave will not be charged to sick or personal leave.

N. 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.

O. Eligibility for Fringe Benefits While on Unpaid Leaves

1. As to unpaid leaves taken under this Agreement 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 continuing benefit packages as follows:

i. Medical and hospitalization, including Medicare

ii. Self-insured package, (Article 8, includes dental, drug, vision and skilled nursing).

iii. Fixed cost income disability and life insurance (Article 8).

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.

2. 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.

3. 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:
 - i. Medical and hospitalization, including Medicare, Article 8 Section A.7.
 - ii. Article 8 Section E (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.

P. 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.

ARTICLE 10 - TEACHER EVALUATION

A. OTES

1. In accordance with Ohio Revised Code Section 3319.111, a standards-based teacher evaluation policy must be adopted by the Board and thereafter included in this Agreement, and all subsequent renewals and extensions, for application to OTES

teachers. Prior to implementation of the policy for OTES teachers, any material effects of that policy on terms and conditions of employment must be bargained by the parties in accordance with law. Similarly, any subsequent revisions to that policy which materially affect terms and conditions of employment must be bargained prior to implementation.

2. Appraisal Review Committee (ARC)

The Appraisal Review Committee (ARC) with four (4) members appointed by the Union and four (4) administrators appointed by the Superintendent, which may include the Superintendent, has been established for the purpose of providing necessary stakeholder input and required consultation with teachers relative to the development and subsequent revision of the Board's OTES policy in addition to making recommendations to the Board and CHTU for approval to changes to this Article for non-OTES teachers. In addition, the ARC will address student growth measures, student learning objectives, value added, vendor assessments and related matters as they pertain to teacher evaluation. The ARC shall be an ongoing collaborative committee. Changes recommended by the ARC will not become a part of this Agreement for non-OTES bargaining unit members 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.

B. Non-OTES Bargaining Unit Members

1. Program for Teacher Evaluation

The following represents the evaluation procedures for non-OTES members of the bargaining units and where the language varies from state law, the parties intend that the contract language will supersede and replace same. 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.

2. Evaluators, Procedures, Dates

- a. Evaluators must be administrators and have one of the following (a through g) certificate/licenses or qualifications.
 - i. Principal Certificate/License
 - ii. Assistant Superintendent Certificate/License
 - iii. Superintendent Certificate/License
 - iv. Educational Administrative Specialist Certificate/License

- v. General Supervisor Certificate/License
- vi. Career Technical Education Supervisor Certificate/License
- vii. Certain Administrators without the above certificate/license explained below:

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

- i. 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.
- ii. These administrators shall consult with the building principal(s) of all teachers assigned to them for evaluation purposes.
- iii. 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.
- iv. 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).

- b. At least two thirty-minute observations must be made for each evaluation by the evaluator assigned.
- c. 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.

- d. 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 5 need not be evaluated.
- e. The first evaluation must be completed with a written report to the teacher no later than January 15.
- f. The second evaluation must be completed with a written report to the teacher no later than April 1.
- g. Limited Contract Evaluation Schedules:
 - i. 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.
 - ii. 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.
 - iii. Evaluation is not required for limited contract teachers hired after February fifteenth of a September-June school year.
 - iv. 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.

3. **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.

4. **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

C. Evaluation Procedures Delineated

1. 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:

- a. Provide recognition and commendation for quality instruction.
- b. Improve instruction in all areas at all levels.
- c. Promote a supportive and nurturing classroom environment.
- d. Eliminate ineffective instructional practices.
- e. Develop more positive and cooperative staff attitudes.
- f. Develop greater flexibility and adaptability to new ideas and situations.
- g. Assure that only the best possible candidates receive tenure in our district.
- h. Assure greater uniformity and consistency within the evaluation process.

2. 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.

3. Recommendation for Employment

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

4. **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.

5. **Copies**

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

6. **Evaluation Cycles**

1. The Director of Human Resources will supply each evaluator with a list of all their staff to be evaluated during the current school year.
2. 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.

7. **Evaluator's Responsibilities**

1. Evaluator will notify those teachers being evaluated during the current school year.
2. 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.

ARTICLE 11 – DISCIPLINARY PROCEDURE

A. Right to Representation

A member of the bargaining unit shall have the right Union Representation at any conference with an administrator which he/she reasonably believes may result in disciplinary action.

B. Due Process

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:

1. Reason for the meeting.

2. Scheduled meeting time(s) and date(s).
3. Topic of the meeting.
4. 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.

C. Disciplinary Responses

No teacher shall be disciplined without just cause. Disciplinary responses shall be commensurate with the teacher's offense, and progressive discipline will be followed. However, the parties fully recognize that more serious offenses may be dealt with by appropriate disciplinary action up to and including termination depending upon the nature and severity of the misconduct.

Disciplinary responses available to the Board include verbal or written reprimands, suspensions with or without pay and termination under Ohio Revised Code. Suspensions without pay are intended to be used for more serious disciplinary infractions. Disciplinary measures may be repeated depending on the circumstances of the infraction.

D. Privacy of Proceedings

Disciplinary actions shall be administered privately in the presence of appropriate personnel and the CHTU Representative.

E. Termination

Teacher terminations and appeals shall be in accordance with Ohio Revised Code 3319.16 and any other relevant Code sections.

ARTICLE 12 – GRIEVANCE PROCEDURE

(Note: the following language will be utilized for grievances and Union Administration Concerns during the period beginning June 30, 2013, through June 30, 2016. Thereafter, unless this language is extended or formally adopted in negotiations for a successor agreement, the grievance procedure will revert to the language existing immediately prior to June 30, 2013.)

A. Preamble

The Board and 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.

B. 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.

C. Informal Process

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.

D. Formal Procedure

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

1. 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. The grievant will indicate on the grievance form when the informal and/or Step 1 procedure(s) has/have taken place.
2. The form shall include, in writing, a statement of the facts, individual or individuals specifically involved, reference to the provision in the Agreement allegedly violated or the basis for grievance, and the specific remedy requested.
3. The written formal grievance form shall be signed by the grievant and delivered to the principal of the school in which the grievant is employed or to his/her immediate supervisor.
4. 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.

- a. A copy of the written grievance shall be sent to the Human Resources Department.
- b. 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.

E. Grievance, Step 1

1. 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.
2. The date of the Step 1 meeting shall be not later than ten (10) days after the date of the notification.
3. At the Step 1 meeting the grievant and the principal shall be present. A Union representative shall be present if the teacher so requests.
4. 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.
5. A copy of the disposition shall be given to the Union representative and to the Director of Human Resources.

F. Grievance, Step 2

If the grievance is not settled at Step 1 or if Step 1 has been omitted, the following procedure shall be followed.

1. 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.
2. 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.
3. The date of the Step 2 meeting shall be not later than ten (10) days after the date of notification.
4. The meeting at Step 2 shall be before the Superintendent and/or such member of the Superintendent's staff as he/she shall designate.
5. The grievant shall be present and a Union representative shall be present if the teacher so requests.
6. 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.

G. Grievance, Step 3

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

1. The teacher may request that the matter be submitted to grievance mediation through the Federal Mediation and Conciliation Service (FMCS). Such determination must be made within ten (10) days of receipt of the written decision at Step 2. In the event that mediation is not chosen, the Union may request the grievance be moved to Step 4. Such determination must be made within twenty days (20) days of receipt of the written decision at Step 2.
2. If the decision is to proceed to grievance mediation, the teacher and the District will mutually notify FMCS and schedule the mediation promptly.

H. Grievance, Step 4

1. If the mediation at Step 3 is unsuccessful or if mediation is not selected by the teacher, the Union may submit to the Board a notice of arbitration. Such notice must not be later than twenty (20) days after the conclusion of the mediation. The notice shall include the specific provision of the agreement involved/violated and/or the basis of the grievance, 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.
2. 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 American Arbitration Association, and the Arbitrator shall be selected from a list supplied by the AAA pursuant to its rules.
3. The arbitrator shall limit his/her decision strictly to the application and interpretation of the provisions of the Agreement. The hearing shall be pursuant to the rules of the American Arbitration Association, as appropriate.
4. 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.

I. Time Limitations

In determining the time limitations, 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.

J. Grievant Rights

1. 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.
2. 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.

3. Nothing contained herein shall prevent any grievant from presenting a grievance and having it heard without intervention or representation by the Union.
4. The Union agrees to process grievances for members of the unit regardless of whether or not the grievant is a member of the Union.
5. 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.

K. No Reprisal

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.

L. Administration-Union Concerns

1. 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.
2. In such event, a meeting will be scheduled upon request by either party.
3. The meeting shall be scheduled no later than five (5) days after the date of such request in order to resolve the problem.
4. If the matter cannot be satisfactorily resolved, both parties will prepare a written position paper explaining the respective views.
5. These position papers shall be submitted to the Summit.

6. At the next regularly scheduled Summit meeting the concern will be put on the agenda for discussion and possible resolution. If a consensus opinion is reached the Summit will publish it to the membership via the District and Union websites.
7. The Union does not relinquish its right to keep the Board informed of these matters.

M. "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.

N. Amendment to Grievance Procedure

The Grievance Procedure may be amended through formal negotiations.

ARTICLE 13 – SUB-CONTRACTING

A. Subcontracting of Work Performed by Bargaining Unit Members

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.

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

1. 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.
2. 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 Administration-Union Concerns.
3. 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.
4. 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.

B. CHUH Students Not Being Instructed by CHUH Teachers.

The Board may enter into agreements with educational service providers that will replace the instructional services that are normally provided by bargaining unit members. However, no more than a total of one hundred (100) students per year shall be assigned to these programs. Every five classes that students attending District schools enroll in online by outside providers shall count as one student for purposes of limiting this provision. Students will be allowed to take such classes if the class is not offered by the District or if the student's schedule makes it impractical to take the class when it is offered. By January 15 and June 15 of each year the Board will issue a report to the Union specifying students enrolled with outside educational service providers indicating the student's enrollments from the previous academic year. By way of example, Student A is enrolled in a District sponsored e-school program this year, but last year was enrolled in a charter school. Lastly, the agreement to raise the student maximum to one-hundred shall revert to thirty students if the Options Center or similar program staffed by District teachers is not maintained.

By June 30 each year the Union and Board will have to mutually agree to maintain the one hundred (100) student maximum. If agreement is not reached, then the maximum will be fifty students for the following school year and thereafter.

ARTICLE 14 – NON-CERTIFICATED/LICENSED STAFF

A. Lunch Supervision

In the event during the lunch period a lunch aide is not present and there are students present the teacher supervising shall receive compensation based on Article 7 Section N.8 – substitute coverage. It is recognized that teachers may by mutual agreement, exchange with each other the assigned lunch supervision period.

B. Middle School Lunchroom and Study Hall

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.

C. 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.

1. Classroom teachers shall not be assigned to library instructional duties.
2. All persons working in the school libraries shall be certificated/licensed librarians, non-certificated/licensed librarians, or non-certificated/licensed school ancillaries
3. 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.

D. Non-Certificated Ancillaries

1. Non-certificated/licensed school ancillary is a Cleveland Heights Teachers Union position.
2. 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.
3. School ancillaries shall not perform professional instructional duties.

4. The same timelines for layoff of certificated/licensed staff should be used for the layoff of ancillaries and other non-certificated/licensed bargaining units.

E. Nurses' Aides

1. 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.
2. 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.

ARTICLE 15 – STUDENT DISCIPLINE COMMITTEE

A. Purpose

Effective discipline and respect of the rights of others are necessary so that all pupils may attain the highest degree of quality education. To that end, the Student Discipline Committee shall be convened for the purpose of developing recommendations to the Board for revisions to and amendments to Board policies, guidelines and handbooks relating to the regulation of student conduct. The composition of the Committee shall be decided by Summit.

B. Topics to be Considered

Topics for Committee consideration include, without limitation, the following:

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 appropriate referral forms;
6. The limits of suspensions and expulsions.
7. Review of proposed changes to Board policies, guidelines, and/or handbooks prior to adoption.

C. Review of and/or Changes to Disciplinary Forms

If there are needed changes to the universal referral forms used by all grades (K-5, 6-8, and K-12) such changes must be reviewed by the Student Discipline Committee for input prior to implementation. Any such form should be easy to use, capture the important elements of events, have the ability to create a record of what occurred, and provide for notification to the teacher when the disposition of the referral has taken place.

Likewise, any changes to the electronic version of the referral form should also have the consensus recommendation of the Student Discipline Committee and should meet the same criteria set forth above.

The parties agree that teachers should be notified, either electronically or on paper, at least weekly, of suspensions and expulsions in their buildings.

The referral forms appear as part of the appendix.

CONSENSUS STATEMENTS

During the collaborative and interest-based negotiations for a successor to the negotiated agreement between the Cleveland Heights-University Heights City School District Board of Education and the Cleveland Heights Teachers Union, the parties reached consensus on the following non-contractual items:

1. The parties agreed that best practices require that the District provide meaningful feedback to those individuals employed as long-term substitutes during the course of the year. In addition to following any required evaluation process as set forth in law, the Board agreed to use its best effort to assure that long-term substitutes are provided with instructional performance feedback on a periodic basis.
2. Consensus emerged relative to the replacement of District ID badges, such that the Board will replace an employee's damaged or otherwise unusable badge after two years of its issuance without cost to the employee. For all other circumstances, the Board will charge employees for the cost of a replacement badge.
3. The parties agreed that after reaching tentative agreement, consideration would be given prior to printing/finalization to reordering the contract to provide a more user-friendly and structured document with logical groupings and readily identifiable headings, etc.
4. The parties find value in the effective capture of useful data/information relative to the educational process, the technological advances that have significantly enhanced that process, and the need to utilize such information to inform parents of progress, to guide and design interventions, and to address academic and behavioral expectations and outcomes. Moreover, there is a mutual desire to survey, review, and access appropriate professional development opportunities, product reviews, and support mechanisms for the ongoing integration of technology into the educational process. Consensus was further found around the mutual expectation that classroom educators update their electronic grade books on a regular basis.
5. Social capital exists in work places that exhibit high levels of trust, collaboration, collective responsibility, mutual assistance, professional networks and an identity that is tied to the bigger picture and vision for the work being done. In addition to utilizing the Interest Based criteria for analysis of possible solutions to issues of "feasible, beneficial and acceptable," the parties agreed to a fourth criteria "social capital," to be applied to these options during these negotiations. The relevant inquiry relative to this criteria relate to whether the option

contributes to the enhancement of the trust, respect and value of the individual and the high functioning teams that support them in our system.

6. In collaborative discussions regarding the issuance of continuing contracts in the District, the parties reaffirmed the value of the practice of the Human Resources Department in advising bargaining unit members about their eligibility for tenure at the outset of the academic year, i.e., that all necessary documents are on file and years of service met. Similarly, the parties agreed that for those teachers who expect to meet eligibility criteria (licensure/credentials) after the beginning of the year should nevertheless be encouraged to provide that information to his/her supervisor and to Human Resources at the outset of the year that tenure eligibility is expected. The leadership of the CHTU committed to including this encouragement in written communications to all bargaining unit members at the outset of each school year.
7. We agree that online learning provides a benefit for students to enroll in individual courses and as an extension of existing coursework. This allows students to both maximize and customize their education to meet their particular needs and interests. However, online learning must also incorporate the same best instructional practices as face-to face learning by providing students engaging, relevant learning experiences. We believe that the “teacher of record” for individual students must be a properly licensed teacher who regularly interacts with the student online, in person or both. The “teacher of record” must be a teacher who is familiar with the work the student is doing and has an ongoing relationship in directing the learning of the student.
8. Distance Learning – we agree that groups of students taking a class in a distance learning setting should have a staff member assigned to monitor their behavior, attention, and performance. This adult should also serve as a link with the remote teacher for purposes of clerical assistance and organization to maximize learning.
9. When student behavior requires a referral by a teacher, we agree that the referral should be submitted as soon as possible after the infraction. It is also understood that taking the time to write a referral properly may not occur immediately after the incident if the teacher is instructing students, although a phone call or other form of communication to allow for appropriate processing of the student is important at that time. Therefore, it is understood that when a student is removed from a classroom and sent to the school office for an infraction that will eventuate in a referral, that the referral will be submitted by the end of the school day, if at all possible.

When a teacher removes a student to the school office under an emergency removal it is understood that the student should return to the classroom no sooner than the next change in class, or when the child has adequately deescalated. At the elementary level this means a natural break between specials, general classroom, or lunch.

10. For the 2013-2014 school year and contingent upon the District obtaining sufficient waiver days from the ODE, the parties agreed to pilot an alternative approach to Curriculum Night in the Elementary and Middle Schools wherein parents and students at these levels will be invited to an open "Drop-in" visitation on a designated evening(s). These visitations are intended to facilitate an opportunity for parents, staff and students to communicate about expectations, curriculum and logistics. This alternative will be in the place of a Curriculum

Night for Elementary and Middle School bargaining unit members. Curriculum Night will continue in the High School. Prior to the end of the 2013-2014 school year, the Administration and Union will meet to discuss whether or not to continue the pilot program, modify it, and/or expand it.

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	191/192 days
10-Month Employees	201/202 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

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)

FIN2933
Rev. 11/00

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: _____

FIN2931

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.

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.

FIN2935
Rev. 11/00

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

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."