

## **18.0 SEVERE WEATHER AND OTHER EMERGENCIES**

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

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

## **19.00 SPECIAL EDUCATION**

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

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

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

## **20.0 PARENT-TEACHER CONFERENCES**

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

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

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

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

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

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

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

## **21.0 SCHOOL CALENDAR**

The school calendar shall be developed and adopted as follows:

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

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

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

## **22.00 PROFESSIONAL DEVELOPMENT COMMITTEE**

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

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

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

## **23.0 REQUESTS FOR VOLUNTEERS**

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

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

### **24.011 Salary Procedures**

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

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

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

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

#### **24.012 Tax-Sheltered Annuity and Deferred Compensation Plans**

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

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

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

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

#### **24.02 STRS Pickup**

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

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

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

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

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

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

**24.03 Automatic Payroll Deposit**

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

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

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

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

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

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

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

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

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

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

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

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

## **25.0**                    **SALARY SCHEDULE PLACEMENT**

### **25.01**    **Experience** (evaluated at time of hiring)

#### **25.011**    **Outside System**

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

#### **25.012**    **Within System**

1.     As designated on the salary schedule for each training category.
2.     Time for service as a tutor shall be considered service credit for placement on the teachers' salary schedule on the basis of one year credit for every two years of service as a tutor in the district up to a maximum of five years of credit on the teachers' salary schedule for those who become regular teachers in the district. Any service outside the district as a tutor will not be considered for placement on the teachers' salary schedule for

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

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

**25.013 Reemployment of Retired Bargaining Unit Members**

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

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