



10-16-2019  
0476-06  
18-MED-04-0381  
38483

**AGREEMENT**

**BETWEEN**

**The Board of Education**

**of the**

**Shaker Heights City School District**

**and**

**The Shaker Heights Teachers' Association**

**Support Teachers Bargaining Unit**

**EFFECTIVE THROUGH**

**June 30, 2021**

## TABLE OF CONTENTS

<u>Article</u>		<u>Page</u>
	Preamble.....	1
I	Recognition .....	2
II	Association Rights .....	2
III	Personnel Records.....	3
IV	Negotiation Procedures.....	4
V	Academic Freedom.....	6
VI	School Procedures.....	7
VII	Support Teachers New to the District and Resident Educators.....	7
VIII	Termination.....	8
IX	Class Size and School Day .....	9
X	Professional Responsibilities .....	10
XI	Support Teacher Contract .....	11
XII	Professional Grievance Procedures .....	12
XIII	Transfers.....	14
XIV	Evaluation .....	16
XV	Notification of Administrative and Teaching Vacancies .....	17
XVI	Substitute Classroom Teaching Assignment.....	18
XVII	Program, Curriculum and Assessments.....	18
XVIII	Teaching Environment.....	19
XIX	Medical Examinations .....	19
XX	Absence and Leave .....	19
XXI	Protection of Support Teachers and Students.....	25
XXII	Reduction in Staff .....	26
XXIII	Part-Time Employees.....	29
XXIV	Group Insurance.....	30
XXV	Tuition Reimbursement .....	33
XXVI	Severance Pay .....	33
XXVII	Salary.....	34
XXVIII	Board Pickup of Member Contribution to STRS .....	39
XXIX	Supplemental Contracts .....	40
XXX	Extended Duties .....	40
XXXI	Support Teacher Career Ladder.....	41
XXXII	Teacher Professional Organization.....	41
XXXIII	Implementation .....	42
	Exhibit 1-Grievance Reports .....	44
	Letter of Understanding – Sick Day Transfer Committee .....	47
	Letter of Understanding – IS & ELL Support Teachers .....	48

## AGREEMENT

This Agreement is made and entered into by and between the Board of Education of the Shaker Heights City School District, Cuyahoga County, Ohio, hereinafter referred to as the “Board” and the Shaker Heights Teachers’ Association, hereinafter referred to as the “Association” or “SHTA”, related to the terms and conditions of the Support Teachers Bargaining Unit (“SHTA-ST”).

## PREAMBLE

Parties hereto have in the past and do now recognize that the Board, the Superintendent and his/her administrative staff, the support teachers (individually and through their professional organization, SHTA), the PTO, the students, the parents of students, and the citizens of the community have a role in developing policies which will provide a higher quality education for the children of the District and will preserve the good morale of the school staff;

That the Board has the responsibility of establishing policies for the District;

That the Superintendent, the Administrative staff and all teaching personnel have the responsibility of adhering to and carrying out policies and procedures established by the Board and the Negotiated Agreement. This statement does not conflict with § 33.02 of the Agreement;

That the professional teaching personnel have been entrusted by the Board and the Administration with a primary responsibility of providing the best possible education for all students attending the Shaker Heights Public Schools; and

That the attainment of these objectives requires the establishment of oral or written procedures which will lead to mutual understanding and cooperation between the teaching personnel and the Board and Administration, including the free and open exchange of views leading to resolution of matters of concern. As a result of the free and open exchange of views and deliberation, the following Agreement has been developed.

## ARTICLE I - RECOGNITION

1.01 The Board recognizes the Association as the exclusive representative for a bargaining unit of all certificated/licensed, full-time and regular part-time, support teachers, including but not limited to Intervention Specialist Support Teachers, English Language Learner Support Teachers, Skills Support Teachers, Academic Lab Support Teachers, and Blended Learning Support Teachers, employed and assigned in the Shaker Heights City School District public schools, but excluding all other employees including management level employees, administrators, supervisors, physicians, teachers covered by the SHTA Agreement [teacher bargaining unit], substitute employees and district-wide coordinators who hold an administrative contract. Recognition is for the purposes of negotiating salaries, fringe benefits, other terms and conditions of employment and other items by mutual agreement.

1.02 Recognition shall continue for a term as provided by law.

1.03 The Association shall admit into membership and shall represent persons within the unit without discriminating on the basis of race, color, national origin, sex, sexual orientation or religion.

1.04 The Board agrees not to negotiate with any other employee organization for the duration of this Agreement.

## ARTICLE II - ASSOCIATION RIGHTS

2.01 During the term of this Agreement, the Board shall grant the Association the right of payroll deduction for the payment of membership dues to the Association, and to a single professional organization and its affiliates as selected by the Association without cost in accordance with the legal and financial requirements of the Treasurer's office upon written authorization by a support teacher covered by this Agreement.

2.02 This recognition further grants to the Association the following privileges:

- a. Organizational use of space on school bulletin boards at locations designated by the school principal.
- b. Organizational announcements in faculty meetings, use of public address system and insertions in bulletins to support teachers as provided for in school procedures authorized by the principal.
- c. Use of inter-school mail, email and inter-school telephone service as long as there is no interference with regular business conducted at each building of the school district and as provided for in school procedures authorized by the principal.
- d. The second Monday of each month shall be recognized as an Association meeting night, and all SHTA-ST members shall be free to attend these meetings on said days at 4:00 P.M.

- e. The building representative may call meetings of Association members within the building in a reasonable meeting place designated by the building principal. These meetings will not be held on school time or in conflict with other scheduled activities. In special or unique circumstances, the principal may approve a building meeting that occurs on school time. Such approval does not exempt employees from attending other scheduled meetings.
- f. The Association building representatives and officers, with the permission of the principal or his/her designee may have the use of individual school equipment and technology when such equipment or technology is not otherwise in use. Any damage or loss resulting from such use will be paid by the Association.
- g. The Board shall provide the SHTA President and the PR&R Officer with the agenda and the monthly financial statements prior to the Board meeting. If the agenda is available on-line, then notice of its availability shall suffice.

2.03 The Board will grant released time with pay for SHTA-ST delegates to attend professional conferences, committee meetings and conventions and will provide substitutes at Board expense. Support teachers will submit anticipated absence requests under existing procedures. No more than a total of five (5) SHTA-ST member days of such leave per year shall be granted. To the extent days are unused in one year, up to two (2) days may be carried forward to the succeeding year, not to exceed a total of seven (7) days of release time granted in any year.

### ARTICLE III - PERSONNEL RECORDS

3.01 Each support teacher shall have the opportunity, upon request and after arranging a suitable appointment, to review the contents of his/her official personnel file. A representative of the Association may, at the support teacher's request, accompany the support teacher in such a review. A support teacher shall be entitled to a copy of any material in his/her personnel file at his/her expense.

3.02 A support teacher may reply to any material in his/her official personnel file which the support teacher deems to be critical of him/her by providing a written statement to be placed in his/her personnel file and attached to the critical statement. A support teacher shall be informed of any record of any complaint made with respect to him/her. If a signed complaint shall be found to be without basis in fact by the Superintendent, then the complaint shall not be placed in the support teacher's personnel file. Anonymous letters or materials shall not be placed in a member's file nor shall they be made a matter of record.

3.03 Any medical record held by the District shall be maintained separately from the member's personnel record.

## ARTICLE IV - NEGOTIATING PROCEDURES

4.01 A request for professional negotiations shall be submitted in writing by the SHTA to the Board or its designated representative or by the Board's designated representative to SHTA before April 1 of the year (approximately 90 calendar days) of the expiration of the existing Agreement. A copy of the notice shall be filed with the State Employment Relations Board. A mutually convenient meeting shall be held by April 15th in which both parties shall exchange negotiation packages which shall include additions to, deletions from or revisions of the existing agreement. No new items shall be introduced for negotiations during said negotiations except what may be mutually agreed upon by both negotiation teams.

4.02 These definitions shall be applicable to this Agreement, as follows:

- a. Consultants - Advisors to the negotiations team. Individuals, due to special training, experience and talents, who have abilities to assist in clarifying points under consideration and to assist in resolving misunderstandings.
- b. Progress Report - Reports made to the Board or to the SHTA-ST while negotiations are in progress.
- c. Impasse - Disagreement, a deadlock on a given item being negotiated. Impasse is reached when no further change of position by the members of the negotiations teams is taking place and agreement is not reached.
- d. Written Disposition - The findings and recommendations of parties used to resolve an impasse situation. Such a disposition is an advisory notice and should be given the greatest consideration by both the Board and the SHTA-ST in an effort to obtain agreement.

4.03 The following negotiations procedures shall apply:

- a. The Board and the Association will negotiate in good faith and will meet at reasonable times and places to reach agreement on such matters which affect terms and conditions of professional services of the certificated/licensed staff.
- b. Members of the Board or their designated representatives and SHTA-ST bargaining unit representatives named by the Association (no more than six on each side) shall meet for the purpose of negotiating and seeking agreement. The six representatives shall be named, either by name or position, at the first meeting and no replacements shall be permitted, except that each party is permitted up to two (2) observers who must, also, be named at the first meeting. The observers will be permitted to watch the proceedings, but will not participate in the discussion between the two parties. Neither party will attempt to exert any control over the other's selection of its representatives.

- c. Each negotiation team may use consultants as it feels essential in the course of negotiations.
- d. Negotiation meetings shall be closed and shall be in executive session.
- e. If it is mutually agreed that secretarial or clerical assistance is needed for these negotiation meetings, it shall be provided at Board expense.
- f. Each team may keep their own minutes.
- g. Meetings shall be scheduled at reasonable intervals, places and times so as to avoid conflict and interference with school and employment schedules.
- h. Either team may recess for a caucus at any time which shall be of reasonable length.
- i. While negotiations are in progress, releases for news media concerning negotiations shall be approved by both parties.
- j. Factual progress reports may be made to the represented bodies by either team at its discretion.
- k. The teams will exchange such information as is necessary to develop the proposals being negotiated.
- l. For purposes of requests made under the Public Records Act, proposals, counter-proposals, research documents used in developing proposals and counterproposals, other documents generated to respond to inquiries from either party during negotiations and any documents developed in conjunction with preparation for and conducting of fact finding procedures shall not be considered public records.

4.04 When an agreement is reached through negotiations, the outcome shall be reduced to writing and submitted first to the SHTA-ST union members and then to the Board for approval. The agreement shall be signed by the parties and shall become part of the official minutes of the Board.

4.05 Impasse Procedure:

- a. If an agreement is not reached, either party may declare an impasse, but impasse will not be declared until all items on the agenda have been submitted and discussed.

b. Mediation:

If both parties agree, mediation shall be the first step in impasse. The Federal Mediation and Conciliation Service shall be requested to provide a mediator pursuant to its rules. Cost of mediation, if any, shall be shared equally by both parties.

c. Advisory Fact Finder:

If mediation proves unsuccessful or if either party chooses not to use the mediation step, an advisory fact finder shall study the matter. The advisory fact finder shall be designated by the parties. In case of failure to agree on a fact finder within five (5) working days, the parties jointly shall petition the American Arbitration Association to provide a list of fifteen (15) names from which the parties shall select a fact finder based on the rules of the American Arbitration Association.

d. Fact Finding Hearing and Report:

The advisory fact finder shall have authority to schedule and conduct hearings for the purpose of hearing testimony and gathering facts relevant to the impasse; and upon completion of such hearings, shall submit written findings of fact, reasoning and recommendations for resolution of the dispute and shall cause the same to be served on the parties via email and regular U.S. mail. The report shall be deemed accepted unless, within seven (7) days of service, one or both parties reject the report by a vote of three fifths (3/5) of eligible SHTA-ST members or Board members. In the event the report is rejected, said report may be made public by either party.

The costs for the fact finder and of holding the fact finding hearing shall be shared equally by the Board and the Association.

4.06 Either party desiring changes to these above negotiations procedures may notify the other party in writing. Proposed amendments will become agenda items for negotiations and when ratified by the Board and the SHTA-ST, will become a part of this Agreement. By mutual consent, the effective date of any amendment may be set prior to the completion of the current agreement.

4.07 After compliance with the provisions stated within the foregoing Section 4.05 of the Agreement and upon expiration of the Agreement, the SHTA-ST may exercise the rights conferred upon it under Section 4117.14(D)(2) of the Ohio Revised Code.

## ARTICLE V – ACADEMIC FREEDOM

5.01 All professional staff should seek to educate people in the democratic tradition, to foster recognition of individual freedom and social responsibility, and to instill appreciation of the values of individual personality. It is recognized that these democratic values can be best transmitted in an atmosphere which is free from censorship and artificial restraints upon free inquiry and learning in which academic freedom for support teacher and student is encouraged. The support teacher is responsible for exercising his/her judgment in selecting for discussion those relevant issues which he/she may deem of value for the maturity and understanding of the students involved and which are a part of the board approved curriculum. All sides of an argument are to be fairly presented and discussed and when the support teacher expresses personal opinion, it shall be identified as such.



## ARTICLE VI - SCHOOL PROCEDURES

6.01 Each principal will provide his/her staff and the Association with that school's published procedures at the beginning of the school year. Any change to those procedures will be made available to the staff and the Association as soon as possible. Additionally, prior to the end of September, the principal shall distribute to the support teachers to be evaluated information about evaluation which will include the evaluation form, expectations regarding observations, and the procedures to be followed. Evaluation forms shall be available online. A copy of such information shall be provided to the SHTA President.

6.02 The Board will, prior to developing plans for any new buildings or major changes to present structures, choose several support teachers, representative of those instructional areas contemplated for the proposed building or changed structure, to serve as advisers along with others with respect to the plans to be developed.

## ARTICLE VII - SUPPORT TEACHERS NEW TO THE DISTRICT AND RESIDENT EDUCATORS

### 7.01 Support Teachers New to the District

- a. Effective at the beginning of the 2016-17 school year, support teachers new to the District will receive an orientation to the District. In addition, the new support teachers will be assigned a Peer Mentor for the first year in the District. If the new support teacher has a five (5) year Resident Educator License, every effort will be made to assign a Peer Mentor who also has met the ODE training requirements for the Ohio Resident Educator Program consistent with Section 7.02 below.
- b. The Peer Mentor must have at least three (3) years of support teacher experience in the District and have a professional teaching license. Every effort will be made to use continuing contract support teachers. Peer Mentors will be assigned on a voluntary basis. The Peer Mentor will assist the mentee in his or her assignment, observe the mentee, and give the mentee input on his or her performance. Evaluation of the mentee will remain a function of the Administration.
- c. A committee will be established to review the Peer Mentor program, with the expectation of making recommendations to the SHTA President and Superintendent before the end of the 2015-16 school year. The committee will be comprised of no more than four (4) administrators appointed by the Superintendent and no more than four (4) support teachers appointed by the SHTA President.

### 7.02 Resident Educators

- a. Resident Educator Mentors will be assigned to Resident Educators in accordance with Ohio Resident Educator Program to provide mentor support for Resident Educators in years 1 and 2. Resident Educator Mentors must minimally have (1) a five (5) year Professional license, (2) five (5) years of teaching experience, (3) recent

classroom experience within the last five (5) years, and (4) successfully completed state-sponsored mentor training (i.e., Resident Educator – 1 and Instructional Mentoring).

- b. Resident Educator Lead Mentors will be assigned to Resident Educators in accordance with the Ohio Resident Educator Program to provide Lead Mentor support for the Resident Educator Summative Assessment (RESA) for Resident Educators in years 3 and 4. Resident Educator Lead Mentors will be experienced, licensed, educators who understand the content and processes of the Resident Educator (RE) Program and who have completed ODE’s required online, two-hour Lead Mentor Training.
- c. Resident Educator Mentors and Resident Educator Lead Mentors may be assigned from either the SHTA teachers bargaining unit or the SHTA-ST support teachers bargaining unit.

7.03 Resident Educators and Resident Educator Mentors/Lead Mentors are expected to attend workshops prior to and during the school year outside of contract hours. Additionally, release time will be provided by the Administration for, Resident Educators, and Resident Educator Mentors/Lead Mentors.

7.04 Every attempt will be made so that Peer Mentors and Resident Educator Mentors will assist no more than two (2) support teachers per year. A Resident Educator Mentor may be assigned a larger group of Resident Educators as this role is more technical in nature.

7.05 Resident Educator Mentors/Lead Mentors will receive supplemental contracts consistent with Section 29.04 of the SHTA Teacher Bargaining Unit contract. Peer Mentors will receive a supplemental contract in the amount of 75% of the Mentor pay reflected in Section 29.04 of SHTA teacher bargaining unit contract.

## ARTICLE VIII – TERMINATION

8.01 The Board is required to follow statutory procedures if it chooses to terminate the contract of any support teacher.

8.02 Any member being notified of the Board’s intent to terminate the contract has the right to engage legal counsel and to have SHTA assistance and representation. Notice of the right of representation by SHTA shall be given with notice of intent to terminate the contract.

8.03 SHTA will do everything within its power to assist the support teacher in maintaining a competent working relationship between the support teacher and supervisory personnel after any change of incompetence. (Also, see Article X.)

## ARTICLE IX - CLASS SIZE AND SCHOOL DAY

### 9.01 Support Teacher Day

The hours of the normal school day for elementary support teachers will be for seven and one-half hours between 7:45 a.m. and 4:30 p.m. The normal school day for secondary support teachers will be for eight hours between 7:45 a.m. and 4:30 p.m. unless there is an early or late course scheduled at the high school. The normal school day for Blended Learning support teachers will be for four hours (or an average of 20 hours per week) between 7:45 a.m. and 4:30 p.m. All hours will be continuous unless there is a late course. However, if there is a support period or activity that would not permit continuous hours, assignment to such support period or activity will be on a voluntary basis and the Administration will work with the SHTA President to identify the support teacher or support teachers to voluntarily take such assignment. Once a support teacher's normal school day hours are set for the semester, they will not be changed without mutual consent. Flexible hours for an alternate work day for individual members may be agreed upon by mutual consent between the member, SHTA President, and Administration. Every effort will be made to have this schedule established prior to start of the semester or trimester.

The lunch period will be fifty (50) minutes long for all full-time support teachers. Secondary lunch periods may be adjusted by no more than eight (8) minutes for the following reasons: assemblies, and/or when it is to the convenience of support teachers attending building and/or district meetings or workshops. Any support teachers' meetings may extend the normal school day by mutual consent.

On days when there is a regularly scheduled SHTA meeting of either the Executive Board or Representative Council, those bargaining unit members involved in such meeting will be excused at 4:00 p.m.

Conference days are not considered normal school days and the hours for such days may be scheduled differently than set forth in Paragraph 1 of Section 9.01.

As a matter of good administration, support teachers are expected to personally consult the principal, or his/her designee in case of his/her absence, if they need to leave their building before the end of the normal school day or before the end of any scheduled meeting.

For those support teachers who must travel between buildings, the Administration will establish a reasonable time schedule. Travel time cannot be included in either the lunch period time or as a break in pupil contact time. Mileage reimbursement for travel whether between buildings for such support teachers or for approved conferences shall be the lower of \$.40 per mile or the IRS rate for mileage reimbursement.

### 9.02 Pupil Contact Time for Support Teachers

**Pupil Contact:** That period of time during the instructional day in which a support teacher has assigned responsibilities for a student and/or students.

- a. Support teachers at all levels will have no more than 320 minutes of pupil contact time per day. Included in this is conference period time and homeroom time as may be applicable.
- b. An average of five (5) preparation periods per full school week will be provided each full-time secondary support teacher during the instructional day and is not to be considered a part of the pupil contact time. All full-time secondary support teachers will teach twenty-five instructional periods per week, not to exceed 320 minutes per day, unless relieved of certain of these periods by the building principal.
- c. Each principal shall provide the elementary support teacher a single planning period of at least 20 minutes per normal school day. Under some conditions this daily period may be waived; however, the total planning time shall average 100 minutes per full school week. The planning period must constitute a break in pupil contact time.
- d. Teaching in Shaker Heights is recognized as a profession, and support teachers are trained professionally, each with specialized knowledge, talents and interests which contribute to the educational offerings of the system. In view of this, it is the policy of this District to give them assignments that will permit maximum utilization of their certified/licensed teaching areas.
- e. Support teacher assignments may include time before or after the student day. Support teachers may be asked to supervise special school events taking place before or after normal school hours including PTO Open Houses. Support teachers shall exercise general supervisory authority over all students in their schools even though not so specifically assigned. School administrators have a responsibility and shall support teachers in these activities.
- f. In addition to the 320 minutes of pupil contact time in 9.02(a), support teachers shall be available after school to help students who require additional assistance.

9.03 Three (3) days of scheduled Professional Learning for I-Lab Support Teachers will be dedicated to meeting their paperwork obligations.

## ARTICLE X - PROFESSIONAL RESPONSIBILITIES

10.01 Members of the SHTA-ST bargaining unit are expected to comply with the rules, regulations and directives adopted by the Board or its representatives and which are not inconsistent with the provisions of this Agreement. Board employees are not expected to issue any order which threatens physical safety or well-being of others.

10.02 Further, it shall be the responsibility of the Administration to communicate openly and honestly to any member of SHTA-ST bargaining unit any disagreement with his/her professional actions. Should such member not receive communication of the disagreement, the SHTA, when

asked, will use its best efforts to clarify the situation. The initial effort made on the part of the SHTA will be a cooperative effort by the SHTA representative and the school principal.

10.03 Prior to the issuance of any reprimand, warning or discipline, a support teacher shall be advised of his/her right to SHTA representation. Once a support teacher requests such SHTA representation, no interview/interrogation of the support teacher shall occur unless an SHTA representative is present. Evaluation conferences are not to be construed as reprimands, warnings or discipline by either the support teacher or the administrator present at this conference.

If a support teacher is disciplined or reprimanded, he/she will be furnished with the information forming the bases for the disciplinary action. Upon request of the support teacher, such information will be provided to the SHTA President. The support teacher reserves the right to resort to the grievance procedure over any disciplinary action.

#### ARTICLE XI - SUPPORT TEACHER CONTRACT

11.01 The support teacher contract and/or notification of appointment for present employees will be issued no later than June 1. Said contract and/or notification of appointment will contain the following information (when available):

- a. Type of Contract (limited or continuing)
- b. School Year
- c. Name
- d. Base salary - annual
- e. Statement of salary classification on contract or addendum to contract.

11.02 The individual support teacher contract shall be subject to any provisions set forth in the Agreement between the Board and SHTA-ST and the Board Policy Book.

11.03 Staff members are responsible for upgrading or renewal of certificates or licensure. The Human Resources Director in collaboration with the Director of Professional Learning will notify the support teacher when his/her certificates/licenses are up for renewal. A copy of the notice will be provided to the LPDC building representative.

11.04 Support teachers shall be eligible for continuing contracts pursuant to O.R.C. 3319.11.

## ARTICLE XII - PROFESSIONAL GRIEVANCE PROCEDURES

### 12.01 Definitions

- a. A grievance is a claim initiated by a support teacher or the Association that there has been a violation, misinterpretation or misapplication of the policies, master contract, salaries, hours, employment conditions, and/or disciplinary action under such policies or rules of the Board and it may be processed as a grievance.
- b. The term “grievant” shall include all active members in SHTA-ST bargaining unit represented by the Association.
- c. The term “days” shall mean actual working days which are days when school is in session and when school is not in session, those days when the administration building is open for business.
- d. The term “Superintendent” shall mean the Superintendent or the Superintendent’s designee wherever used in this Agreement.

### 12.02 Rights of the Grievant and the Association

- a. A grievant may appear on his/her own behalf or may be represented at any and all steps of the grievance procedure by the Association.
- b. The Association shall receive notice of each meeting held to resolve the grievance and shall be given a copy of the recommended disposition of such grievance at each step. Such written notice and disposition shall be made at the same time and in the same manner as such notice or disposition is required to be sent to the grievant.
- c. The fact that an employee files a grievance shall not be recorded in his/her personnel file or in any file used in the transfer assignment or promotion process; nor shall such fact be used in any recommendation for reemployment or recommendation for other employment; nor shall the grievant, the Association or its officers be placed in jeopardy or be the subject for reprisal or discrimination for having followed this grievance procedure.

If a grievance appears to arise from the actions of an administrative officer other than the principal of a school and affects a support teacher, a group or class of support teachers or is concerned with a system-wide policy, it may be submitted at Step II described below.

The purpose of these procedures is to secure, at the lowest possible administrative level, equitable solutions to grievances. All parties agree that proceedings shall be kept confidential.

### 12.03 Time Limits

- a. The number of days indicated at each step is considered a maximum. The time limits specified may be extended by written agreement of the parties in interest.
- b. If an employee does not file a grievance in writing within twelve (12) days after he/she knew of the act or conditions on which the grievance is based, then the grievance shall be considered waived.
- c. If a decision on a grievance is not appealed within the time limits specified at any step of the procedure, the grievance will be deemed settled on the basis of the disposition at that step and further appeal shall be barred.
- d. Failure at any step of these procedures to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next step.

### 12.04 Grievance Procedure

#### a. Informal Procedures

If a support teacher believes there is a basis for a grievance, he/she should first discuss the matter with his/her principal or immediate supervisor in an effort to resolve the problem informally. The support teacher has the right to be accompanied and/or represented by the Association building representative or a member of the Association with due notice.

A grievance may be adjusted informally provided the adjustment is not inconsistent with this Agreement, Board policies, and rules and regulations of the Board, and if the Association representative (or his/her alternate) has been given the opportunity to be present at the meeting and to state the Association's views on the grievance if representation by the Association is desired by the grievant.

#### b. STEP I

If the grievance is not resolved within five (5) days of such informal meeting or if the support teacher has elected not to use the informal procedure, he/she may present his/her formal claim by submitting a complete Grievance Report Form, Step I, which form is set forth in 12.05. Copies of this form showing the date of the occurrence, a statement of the nature of the grievance and provisions of this Agreement, Board policies, and/or rules allegedly violated, and the relief sought shall be submitted by the support teacher to the Association representative who shall distribute copies of the completed grievance to the Superintendent and principal or supervisor. Within five (5) days of the receipt of the Grievance Report Form, the principal or supervisor shall meet with the support teacher and/or his/her Association representative in an effort to resolve the grievance. The principal or supervisor shall indicate his/her disposition of the grievance within five (5) days after such meeting by completing Step I of the Grievance Report Form and returning it to the support teacher. The Association and the Superintendent shall both be notified in writing by the above mentioned principal or supervisor as to such disposition of the grievance.

## STEP II

If the Grievance Report Form is not forwarded by either the grievant or the Association to the Superintendent within five (5) days after the receipt of the disposition in Step I, the grievance shall be considered waived and further action barred.

If the support teacher is not satisfied with the disposition of the grievance in Step I or if no disposition has been made within the above time limit, the grievant and the Association shall complete Grievance Report Form, Step II, and submit the grievance to the Superintendent. Within five (5) days of receipt, the superintendent and/or his/her designated representative shall meet with the grievant and/or his/her Association representative. Within five (5) days of this meeting, the Superintendent shall give a written disposition of the grievance on the grievance form and forward it to the support teacher. The Association and the principal or supervisor shall be notified in writing of said disposition by the Superintendent.

## STEP III

If requested in writing by the grievant, the Association may, not later than fifteen (15) days after receipt of the written decision of the Superintendent at Step II, refer the grievance to a disinterested third person by giving written notice to the Treasurer of the Board of its desire to do so. Not later than ten (10) days after such notice is given, representatives of the Board and of the Association shall meet to select the Arbitrator. If unable to agree, selection shall be made from a panel of seven (7) names prepared and submitted by the American Arbitration Association in accordance with its procedures. Decisions of the arbitrator that are consistent with the Board's and the Association's legal authority and pertain exclusively to the provisions of this contract, will be accepted by the Board and the Association.

Costs for the services of AAA and the Arbitrator shall be shared equally by the Board and the Association. Each party shall pay the costs of its own witnesses and presentation.

12.05 The grievance forms are attached to this Agreement as Exhibit 1.

## ARTICLE XIII - TRANSFERS

The Human Resources office's effectiveness is directly related to its ability to implement the principle of "best fit." To the degree that the Human Resources office is able to match applicants to positions requiring the abilities and characteristics possessed by these applicants, to that degree will the office and thus the schools be functioning most effectively. The matching of individual's competencies with specific position demands, not of individuals with schools, is a primary personnel function.

The variables to be weighed in considering transfer requests include specific professional competencies, licensure and experience.



### 13.01 Voluntary Transfer

- a. Beginning March 15 of each year, the Director of Human Resources will post online a listing of active professional openings as they become available (not by school). All filled positions will be listed on the same posting by the Director of Human Resources.
- b. Support teachers requesting a transfer to a specific opening may apply to that specific position. A general transfer request will not be sufficient. When a support teacher applies, the support teacher will be afforded an interview if the support teacher holds the appropriate certification/licensure. Applicants who are not selected will be notified via email prior to the time the selection decision is made public. Following notification, any support teacher may meet with the Director of Human Resources for a discussion of the selection decision. Any support teacher desiring a change of teaching assignment that requires a change of building may discuss the matter with the building principal to whom he/she is responsible. He/she then should submit a general request for transfer in writing to the Director of Human Resources on or before April 30.
- c. The Director of Human Resources, in collaboration with the building principal/administrator, will determine the support teacher best qualified for positional openings and will so notify that support teacher.
- d. Support teachers may submit a general transfer request using the Request for Voluntary Transfer Form to the Director of Human resources for another grade level, school, and/or position. A general transfer request will be considered valid for one calendar year.
- e. In the placement of support teachers, consideration should be given to an assigned teaching position in which educational potential is maximized.

### 13.02 Administrator-Initiated Transfer

When needs exist which could necessitate an involuntary transfer of a staff member(s) by an administrator, the following steps should be taken:

- a. The administrator shall review the transfer needs and discuss them with the staff members involved. Any support teacher involved in a transfer may request the reasons for the transfer. This request shall be in writing to the building principal.
- b. The administrator and the staff may discuss needed personnel changes and attempt to solicit volunteers for such transfers.
- c. The Administration will make every effort to give notice by June 1 to support teachers who are being transferred as a result of an administrator-initiated transfer. This June 1st date may be waived for any of the following reasons: (i) to fill positions caused by the resignation, death, leave of absence and/or retirement of a support teacher(s) after the June 1st date, (ii) where a change in enrollment would necessitate a transfer to accommodate this change, (iii) where a new position is created after June 1st, or (iv) to

reflect student needs. Additionally, the June 1st date may be waived for any other reason based upon mutual agreement of the Superintendent and the President of the SHTA.

- d. In the assignment of administrator-initiated transferees, consideration should be given to an assigned position which maximizes the support teacher's potential.
- e. Upon the written request of the transferee, the administrator shall express in writing the reasons for the transfer. This written statement shall be signed by the transferee and the administrator. The statement shall then be sent to the Human Resources Director for placement in the transferee's file, and a copy will be given to the transferee. In the event the transferee refuses to sign the statement, the administrator will so note on the explanation and send it to the Human Resources Director.

A support teacher may make written comments concerning the reasons for the transfer which will be signed by the support teacher and attached to the written statement from the administrator for inclusion in the transferee's file.

Prior to initiating an administrative transfer, the Administration will take into consideration professional competencies, licensure, experience, and seniority. If the support teacher(s) with the least amount of seniority is not transferred, the transferee(s) may request in writing within one (1) week that the Human Resources Director explain the rationale for this action in a letter to the transferee(s) with a copy to the Association, within one (1) week of the Human Resources Director's receipt of the request.

Those elementary support teacher(s) who have a dedicated classroom and who are transferred administratively or moved within the building by the Administration will receive Two Hundred Dollars (\$200.00) for packing and unpacking material when required to do so outside of normal work hours or outside of the contract year.

## ARTICLE XIV - EVALUATION

### 14.01 Support Teacher Evaluation

- a. Pursuant to R.C. 3319.111 and 3319.112, the Shaker Heights support teacher evaluation procedure is designed primarily to recognize strengths, to encourage improvement and to stimulate professional growth. It is to be used also in helping the administrator arrive at a recommendation to the Superintendent concerning the appointment and/or promotion of support teachers. It is not designed as a basis for granting salary increments.
- b. To be most effective the evaluation procedure must be a cooperative procedure whose purpose is not only evaluation but is to provide constructive help for those support teachers experiencing classroom difficulties. This means the support teachers must be given the opportunity to become familiar with the objectives and standards they are

expected to achieve. Evaluation forms shall be available online. Evaluations shall conform to the requirements of OTES.

- c. Support teachers will be evaluated on the basis of all other support teachers in Shaker Heights.
  - d. Copies of the evaluation will be provided to the support teacher, the Superintendent, the principal and the Human Resources office. The evaluation will be discussed with the support teacher before a copy is sent to the Human Resources office.
  - e. A support teacher may make written comments concerning any part of the evaluation. Duplicates of the comments must be attached to all copies held by the District. If the support teacher elects to make such comments, he/she shall not be required to sign the evaluation form until such comments are attached. Signature by the support teacher does not indicate agreement with the evaluation, only that the evaluation conference has been held and the written evaluation has been received.
  - f. Explanations of the various characteristics, practices and techniques used in the evaluation are designed to help support teachers and principals think more specifically about the general categories used in the form.
- 14.02 Upon the written request of the support teacher, his/her right of representation by SHTA shall hold for all evaluation conferences after the initial meeting of the support teacher and the principal in the formal evaluations.

## ARTICLE XV - NOTIFICATION OF ADMINISTRATIVE AND TEACHING VACANCIES

### 15.01 Administrative and Teaching Vacancies

Administrative and teaching vacancies will be posted online.

### 15.02 Eligibility for Teaching and/or Administrative Appointments

Among the criteria to be considered for each vacancy are:

- a. The necessary degree and certification/licensure status.
- b. Proof of satisfactory service in previously held positions.
- c. Proof of leadership potential.
- d. Special requirements of each vacancy such as the work year length and specific skills essential for potential success.
- e. Necessary experience within or outside of Shaker Heights.

15.03 Miscellaneous

- a. Selection of all personnel including administrators is the responsibility of the Board. Recommendations to the Board for all personnel appointments shall be made by the Superintendent.
- b. The Superintendent shall not be restricted in any way from seeking and recommending to the Board the best qualified personnel, including teachers, support teachers and administrators, to fill all vacancies. Nor will the Superintendent be restricted from deviating from the procedures in this document pertaining to notification of administrative and/or teaching vacancies when such deviation is necessary because of circumstances which are in the best interest of the Board or the students.
- c. Reclassification or retitling of existing positions or the combining of two or more positions shall not necessitate staff notification.
- d. Interviews for teaching and/or administrative vacancies may be offered to all qualified bargaining unit candidates who apply. Applicants who are not interviewed or selected will be notified by the next business day following Board action.

ARTICLE XVI – SUBSTITUTE CLASSROOM TEACHING ASSIGNMENT

16.01 When a support teacher is requested by the Administration to waive or interrupt any part of his/her planning period to assume the responsibilities of teaching a class or for supervising students in lieu of a substitute teacher, the support teacher shall be paid according to the following schedule starting with the first time:

Length of Time Teaching A Class or Supervising Students

0 - 30 Minutes     \$14.00

31 - 60 Minutes     \$28.00

16.02 When a support teacher is requested by the Administration to assume the responsibilities of a substitute teacher for all or half of the school day, the support teacher shall be paid an additional \$100.00 for a full day or \$50.00 for a half day of substitute teaching.

16.03 Each building administrator or his/her designee will be responsible for seeing that accurate records are kept and that the Treasurer of the Board is informed when reimbursement is due.

ARTICLE XVII - PROGRAM, CURRICULUM AND ASSESSMENTS

17.01 Support teachers may be asked to participate with teachers, department chairs, supervisors, and principals in decision making regarding curriculum development, implementation of program, evaluation of program, textbook selection and curriculum revision. Careful consideration shall be

given for balance in relation to grade levels, subject areas, types of students being served, special training and interest in the particular field.

17.02 Taking into consideration the number of state-required assessments, every effort will be made to ensure that district-wide testing will focus on multi-purpose assessments that inform instruction and, whenever possible, minimize the impact on instructional time.

## ARTICLE XVIII - TEACHING ENVIRONMENT

18.01 Support teachers will have access to the same space and working environment as other teaching staff.

### 18.02 Occupational Safety and Health

- a. The parties desire to deal with safety and health complaints internally to attempt to correct any alleged problems. Where either the Association or any bargaining unit member has a safety or health complaint, the Administration must be notified of the complaint. If after three (3) business days, the complaint has not been satisfactorily addressed, a complaint may be filed with the Ohio Department of Industrial Relations under Chapter 4167.
- b. Before exercising the right to refuse to work under Section 4167.06 of the Revised Code because of a condition which the employee, acting in good faith, reasonably believes presents an imminent danger of death or serious harm to the employee, the Association and/or the bargaining unit member will immediately notify his/her supervisor of the condition. The employee may be temporarily reassigned while the condition is being investigated and/or corrected.

## ARTICLE XIX - MEDICAL EXAMINATIONS

19.01 Health examinations or vaccinations required by the State of Ohio or required locally will be provided without cost to the certificated/licensed staff. If a member of the staff elects to have his/her own private examination or vaccination, the member shall pay said costs and provide a documented statement of satisfactory completion of the required examination or vaccination.

## ARTICLE XX - ABSENCE AND LEAVE

### 20.01 Regulations Concerning Absence

- a. Sick leave with pay shall be earned, paid for and used by employees in accordance with the provisions of Section 3319.141, Ohio Revised Code. In accordance with the provisions of that section, employees will be permitted to accumulate sick leave with pay, at the rate of 15 days per year to an unlimited accumulation. At the time of employment new employees shall be advanced five (5) days of sick leave.

b. Absence deducted from sick leave -

1. Family illness - Absence due to illness in the family is interpreted to include parent, step-parent, spouse, qualified domestic partner, child, step-child or member of the immediate household and is deducted from sick leave. An affidavit may be required to support the claim that it is necessary for an employee to be away from his/her assignment due to family illness.
2. Family Death - Absence due to death in the immediate family is interpreted to include parent, parent-in-law, step-parent, daughter-in-law, son-in-law, grandparent, grandchild, brother, sister, child, step-child, spouse, qualified domestic partner, brother-in-law, sister-in-law, aunt, uncle or a member of the immediate household and is deducted from sick leave. Any employee who does not have sufficient sick leave accumulation, shall be entitled to up to three (3) days off without loss of pay for bereavement leave due to death in the immediate family.

c. Absence not deducted from sick leave and allowed with pay -

1. Professional meeting - Absence of an employee when occasioned by attendance at a convention or professional meeting may be permitted on full pay by the Superintendent at his/her discretion. It will not be deducted from sick leave.
2. School Visitation - Visiting days may be allowed to support teachers at full pay by the Superintendent at his/her discretion.
3. Military Leave - Requests of this nature must be sent to the Superintendent for his/her action.
4. Personal Leave - Personal leave not to exceed three days a year shall be granted each employee. Personal leave may be used for such occasions as religious holidays, graduation and weddings of members of the immediate family 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. Personal leave is non-cumulative.

Requests for personal leave on the day immediately preceding or following a school holiday period will not be approved, except under very unusual circumstances. Personal leave can be granted only when no compensation is received by the employee during time of such leave from other than school funds.

When personal leave is requested because of personal business which cannot be performed at any other time, the support 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.

Unused personal leave at the end of the school year shall be converted to sick leave at the rate of one day of sick leave for each day of unused personal leave and then added to the employee's sick leave accumulation.

SHTA officers pledge their support in obtaining compliance to the spirit and intent of this provision.

4. Weather Conditions - Support teachers who do not report for duty, in order to obtain pay for the day or days lost, must present upon their return, to the Superintendent, a statement of the facts satisfactory to the Superintendent which prevented their reaching school. Failure of transportation is not considered an "act of God."

- d. Absences not covered above

Absences for causes other than those hereinbefore mentioned shall be allowed with pay for not more than five (5) days in any calendar year upon evidence to the satisfaction of the Superintendent that such absence was beyond the control of the employee in the exercise of reasonable diligence.

- e. Absence - less than half-day

Absence for any reason for less than half-day may be handled by the principal without reference to the Human Resources Director.

- f. To obtain payment for leave the support teacher shall follow all procedures of the District's absence reporting system.

#### 20.02 Leave of Absence, general

The Board is required by law, upon the written request of a support teacher to grant a leave of absence for a period of not more than two consecutive school years where illness or other disability is the reason for the request.

In addition, the Board is permitted, at its discretion, to grant a leave of absence upon the written request of a support teacher for educational, professional or other purposes. In exercising this discretion hereafter, the Board will pursue the general policy outlined below.

A leave of absence shall be granted upon the written request of a support teacher, where illness or other disability is not the reason for the request, only upon the following conditions:

- a. The support teacher shall have been in the service of the Board for a minimum of two (2) years and be in the possession of a professional teaching certificate/license immediately preceding the period of the proposed absence.
- b. The application shall have been received by the Superintendent prior to the first school day of June preceding the school year for which the request is made.

- c. The only reasons for which leaves will be granted shall be professional study, military service, educational endeavor, or travel in line with professional advancement.
- d. The duration of the leave shall not exceed one year.
- e. The support teacher promises to return to the Shaker Heights District after the leave of absence.

#### 20.03 Early Departure for Summer School Study

The Shaker Heights City School District is interested in having support teachers upgrade their professional competency by continuing graduate study. Occasionally attendance in summer school creates a conflict with the closing of school at the end of the school year.

In such cases the Superintendent will consider on an individual basis request for early release from the support teaching contract for attending summer school but will require as supporting information a statement indicating the following:

- a. The normal registration period.
- b. The first day of summer session classes.
- c. The latest date on which a person may register for summer session.
- d. The date on which penalty fees go into effect for late registrants.
- e. The availability of alternate summer school sessions to obtain the same courses.

It is the responsibility of the support teacher to obtain the above information and to include all the above information in his/her request to the Superintendent. A very limited number of support teachers can be approved on this basis, and approvals will be granted only in those situations where the educational program of the students will not be unduly disrupted, and the responsibility of the support teacher can be reasonably fulfilled.

The principal's approval is required before submitting any request to the Superintendent.

#### 20.04 a. Pregnancy Leave

An employee who is pregnant may take pregnancy leave for up to twelve (12) weeks. The employee may use sick leave for the first eight (8) weeks immediately following the date of birth. Sick leave may be extended due to medical necessity. If a pregnant employee prefers not to use accumulated sick leave, or exhausts her accumulated sick leave credit, the employee may take all or part of the twelve (12) weeks without pay. During this period of leave, whether paid or unpaid, the Board shall continue to provide health insurance coverage to the same extent as provided prior to the parental leave.



b. Pregnancy and Delivery Support Leave and Adoptive Leave

An employee whose spouse or qualified domestic partner is pregnant or an employee who adopts a child may use available sick leave for up to two (2) weeks at the time of confinement and delivery or adoption. Support leave may be extended with unpaid leave to up to twelve (12) weeks (inclusive of the two (2) weeks of paid leave). During this period of leave, whether paid or unpaid, the Board shall continue to provide health insurance coverage to the same extent as provided prior to the leave.

c. Care-Giver Leave

An employee who is pregnant, whose spouse is pregnant, whose qualified domestic partner is pregnant, or who is adopting a child, or an employee who is responsible for care of a family member, may request and shall be granted a care-giver leave of absence without pay or benefits. However, if care-giver leave also qualifies for FMLA, benefits will continue in accordance with FMLA. Care-giver leave shall be granted on the conditions set forth below:

1. Family members are defined as: spouse, qualified domestic partner, child, step-child, parent, step-parent, sibling, parent-in-law, grandparent, aunt, uncle, sister-in-law, brother-in-law, or member of the immediate household.
2. A request for care-giver leave should be made sixty (60) calendar days prior to the commencement of the leave, if possible.
3. A meeting with the Director of Human Resources will be arranged to discuss a mutually convenient separation date as well as the anticipated date of return to full-time employment.
4. When the leave is related to the birth or adoption of a child, at the election of the employee, the leave of absence shall be granted for the balance of the semester or school year during which delivery or adoption or care is anticipated. When the leave is for the care of a family member, the leave shall be limited to twelve weeks.
5. The employee who has taken the leave for the remainder of the school year shall have such leave extended for one (1) additional school year upon request of the employee to the Director of Human Resources, made not later than the April 1st preceding the year for which such leave is requested. The employee who has taken the leave for the remainder of a semester shall have such leave extended for up to three (3) additional semesters upon request of the employee to the Director of Human Resources, provided the employee's leave ends at the end of a school year and the request for leave is made not later than 30 calendar days prior to the expiration of the original leave.
6. Failure of a limited contract employee on leave of absence to return a signed contract for the successive school year on or before July 10 shall be treated as a voluntary resignation. Failure of a continuing contract employee on leave of absence to return a signed letter of intent to fulfill his/her contractual obligation

during the successive school year on or before July 10 shall be treated as a voluntary resignation.

7. Upon return, the employee shall be entitled to a position similar to that which was held prior to the leave.

d. FMLA

Pregnancy Leave, Pregnancy and Delivery Support Leave, Adoptive Leave, and Care-giver Leave shall run concurrently with FMLA, if applicable.

20.05 Physical Injury Leave

In accordance with the laws of the State of Ohio, and the Board's policies governing physical restraint and seclusion, a support teacher may restrain a student in the event of imminent harm to self or others, to obtain possession of weapons or other dangerous objects within the control of the student, for the purpose of self-defense, or for the protection of others. It is recognized by the Board that in the course of performing these and other assigned duties, acts of physical assault upon the support teacher may occur.

To insure that such individual's rights are protected, it is necessary that proper procedures be followed when such instances arise. Procedures to be followed:

- a. A support teacher who has been physically assaulted in connection with the performance of a professional assignment of this Board, shall notify his/her appropriate supervisor immediately. Within twenty-four (24) hours of the incident the support teacher will make every attempt to provide his/her supervisor with a written report of the incident. Such report shall be signed by the support teacher or his/her representative.
- b. The principal or designated representative shall attempt to obtain a list of witnesses to said assault. The principal shall then attempt to obtain a written statement of the observations of each witness.
- c. As soon as possible, copies of the support teacher's report and the written statements and observations of each witness shall be forwarded to the President of the SHTA and to the Board through the Superintendent's office. Copies of the witnesses' statements will also be given to the support teachers involved.
- d. If court action results, said support teacher and any witnesses shall be granted leave of their professional duties and a certified/licensed substitute will be provided with no loss of pay (personal or sick leave) for days in court and as may be requested by their legal counsel, court officials, and law enforcement officers.
- e. If an assault on a support teacher results in the support teacher being unable to teach for a period of time, said support teacher shall be provided leave until he/she is able to resume his/her professional duties without loss of pay and without loss of any benefits

listed under Article XXIV of this Agreement. Neither shall any support teacher so affected lose any sick leave that he/she may have accumulated. (See 20.01 of this Agreement). This leave will be limited to the balance of the current school year; however, the Superintendent shall extend it up to another semester if the individual's licensed physician states he/she is medically unable to perform his/her contractual duties because of the physical injury. The statement must include the physician's estimate of the date the employee will be able to return to work.

- f. The support teacher shall not qualify for assault leave except upon submission of an application on a form to be furnished by the Board.
- g. The support teacher shall furnish a certificate/license from his/her licensed physician, stating the nature of his/her disability and its expected duration.
- h. If a support teacher absence resulting from assault is covered by Workers' Compensation, the Board shall provide the additional compensation that will provide said support teacher with the same income he/she received at the time of his/her assault. In the event a delayed award by Workers' Compensation results in a total combined payment to the support teacher which results in an amount equal to more than the support teacher's normal per diem rate, the excess payment will be returned to the Board.
- i. A support teacher temporarily disabled as a result of a physical assault shall be returned to the same position as held at the time of the incident, and shall be entitled to automatic salary schedule increments upon his/her return to work.
- j. A support teacher on leave under this section may not earn money from other sources in the school district while on such leave.
- k. Any exception beyond the above must be recommended by the Superintendent and approved by the Board.

20.06 A qualified domestic partner is defined as the sole domestic partner, not related by blood, who live together in the same residence and intend to do so indefinitely. These individuals are engaged in a committed relationship of mutual caring and support and are jointly responsible for each other's common welfare and expenses. Proof of interdependence includes at least three of the following: (1) common ownership of a vehicle; (2) common ownership of real property; (3) drivers' licenses with common address; (4) proof of joint bank accounts or credit accounts; (5) designated primary beneficiary; and (6) assignment of durable power of attorney or living will.

## ARTICLE XXI - PROTECTION OF SUPPORT TEACHERS AND STUDENTS

### 21.01 General

The Administration recognizes its responsibility to give all reasonable support and assistance to support teachers with respect to the maintenance of control and discipline in

accordance with Section 3319.41 of the Ohio Revised Code. It is the responsibility of the support teacher to provide a learning environment which provides an atmosphere for learning to take place; when it becomes apparent that a breakdown in discipline is caused by a particular pupil who is disruptive in nature, it is the duty of the support teacher and principal to find a reasonable solution to the problem.

It is the intention of the Administration to support the support teachers' efforts in maintaining orderly learning environments and in protecting them from unruly students. When a student's behavior is so extreme that it disrupts the educational process, parents will be consulted and, if necessary, the police. Suspension and expulsion from school may be considered in accordance with the provisions of the Ohio Revised Code.

## ARTICLE XXII - REDUCTION IN STAFF

### 22.01 Attrition

The number of persons affected by a reduction in staff 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. 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.

### 22.02 Suspension of Continuing Contracts

When, by reason of budgetary constraints, changing course offerings and selections, decreased enrollment of pupils, return to duty of regular support teachers after leave of absence, or by reason of suspension of schools or territorial changes affecting the District, the Board decides that it will be necessary to reduce the number of support teachers, it may make a reasonable reduction. In making such a reduction, the Board shall proceed to suspend contracts in accordance with the recommendation of the Superintendent who shall, within each teaching field affected, give preference to teachers on continuing contracts. Pursuant to R.C. 3319.17, seniority shall not be a basis for determining the order of a Reduction in Staff except when deciding between support teachers who have comparable evaluations. Comparable evaluations will be based upon a rolling average of the final summative ratings up to three years as available.

### 22.03 If seniority is a factor, the following criteria will be used in determining service time:

- a. If two or more support teachers begin their Shaker service at the same time, the date of letter of intent to employ issued by the Human Resource office will be used as first date of service. If two or more support teachers have "letters of intent" bearing the same date, seniority will be established on the basis of the time of receiving the support teacher's signed contract in the office of the Human Resources Director.
- b. Service prior to a resignation will not be used if a support teacher has been reemployed.

- c. Authorized leaves of absence for illness, disability, maternity, military service or sabbatical will be used to compute length of service.

A copy of the Reduction in Staff List will be provided to the Association immediately after the Board action.

Support teachers whose continuing contracts are suspended shall have the right of restoration to continuing service in the District if and when support teaching positions become vacant or are created for which any of such support teachers are or become qualified, pursuant to Section 22.03 below.

With respect to support teachers holding the same areas of certification/licensure, the Board shall non-renew support teachers' limited contracts before the suspension of support teachers' continuing contracts.

#### 22.03 Recall of Continuing Contracts

Recall of support teachers on continuing contracts will be achieved as follows:

Support teachers in the same certification/licensure areas whose continuing contract have been suspended because of reduction in staff will be recalled in reverse order of the reduction.

#### 22.04 Suspension of Limited Contracts

Hard and fast rules cannot be applied in determining the extent to which reductions are necessary or for determining which limited contract support teachers are affected. As reflected in section 22.02, and pursuant to R.C. 3319.17, seniority will play a role in determining the order in which reductions in staff are made when deciding between support teachers who have comparable evaluations. Comparable evaluations will be based upon a rolling average of the final summative ratings up to three years as available. In accomplishing reduction in staff, the concern has been and must continue to be the welfare of the students in the school district.

In addition to evaluations, the following criteria will be used to determine which support teachers will be affected by staff reduction, not necessarily in order listed:

- a. Length of service to Shaker Heights as a support teacher when deciding between support teachers who have comparable evaluations. Service to be determined in the same manner as described for Continuing Contract support teachers.
- b. Major area of study and certification/licensure and prior experience/assignments in a support teacher position.
- c. Exceptions to preference for retention based on length of continuous service may be made to ensure the retention of particular skills that are needed, to ensure continued performance of supplemental duty assignments performed in the past by employees with less continuous service, to comply with state and federal laws relating to employment matters, and in consideration of program needs. Other unusual or

unanticipated situations also may warrant taking factors other than length of continuous service into account in determining preference for retention.

#### 22.05 Recall of Limited Contract Support Teachers

Any support teacher whose name appears on the Reduction in Staff List shall be offered reemployment when a support teacher position becomes available for which he/she is certified/licensed and qualified in the reverse order of layoff, with the first opportunity being given to continuing contract support teachers.

#### 22.06 Recall Procedures

- a. The Human Resources office will give written notice of an offer of employment by sending a registered or certified letter to said support teacher at his/her last known address. It shall be the responsibility of each support teacher to notify the Human Resources office of any change in address.
- b. A support teacher on the Reduction in Staff List shall, upon accepting an offer of reemployment, return to the system with the same seniority, accumulation of sick leave days, and salary schedule placement as the support teacher would have received in the year following contract suspension, if, as a result of reemployment, a support teacher resumes employment in the first semester (prior to January 1st) of the year in which the support teacher's contract was suspended.
- c. Limited contract support teachers will remain on the Reduction in Staff List for a period of fifteen (15) months following their suspension. If a support teacher is offered reemployment and fails to accept the offer within ten (10) calendar days, the support teacher will be immediately removed from the Reduction in Staff List. However, if the support teacher is unable to accept the offer because he/she is unable to be released from another teaching contract, the support teacher will remain on the recall list. After being removed from the Reduction in Staff List, a support teacher must make application for employment in accordance with established procedures if they desire to be considered for employment by the Shaker Heights City School District.

#### 22.07 Reduction in Staff Procedures Limited to Support Teachers

The procedures under this Article 22, including order of reduction, seniority, and recall rights, are limited to the staff and positions covered by this SHTA-ST contract. Support teachers will not have the right to exercise their seniority or contract status for teaching positions covered by the SHTA teachers' contract; nor will teachers who are covered by the SHTA teachers' contract have the right to exercise their seniority or contract status for support teaching positions covered by the SHTA-ST contract.

**ARTICLE XXIII - PART-TIME EMPLOYEES**

23.01 Part-time employees shall be entitled to the benefits as set forth in this Agreement, however, such benefits shall be prorated according to the percentage of time worked as compared to the total workday for full-time employees based upon a thirty-seven and a half (37.5) hour work week for elementary support teachers and a forty (40) hour work week for secondary support teachers. Proration of insurance benefits means the Board share will be equal to the prorated percentage, after taking into consideration the share of a full time employee (i.e., the employee will pay 12% plus the prorated share of the remaining 88%) and the employee must pay the balance if he/she wishes to obtain the benefit. For example,

	<b>Total Premium</b>		<b>Employee Share</b>							
Premium%	100.00%									
Less FTE 100% Employee Shared Premium %	(12.00)%		12.00%							
Remaining Premium	100.00%	-	<u>EE FTE %</u> 60.00%	=	<u>EEShare %</u> 40.00%	X	<u>88.00%</u>	=	35.20%	
<b>Total Employee Share at FTE%=</b>	<b>60.00%</b>								<b>47.20%</b>	

23.02 For purposes of this Agreement, part-time support teachers will not accumulate seniority.

23.03 Part-time support teachers shall not be entitled to continuing contract status and shall only be employed on a limited contract basis.

23.04 Part-time support teachers shall continue to be advanced on the salary schedule in half steps based upon aggregated part-time service during the years.

23.05 When, by reason of decreased enrollment in a program or change in curriculum, a full-time, continuing contract support teacher is forced to accept a part-time position with the Shaker Heights City School District, that support teacher shall continue to receive full insurance benefits as set forth in this Agreement and will continue to accumulate seniority as if on a full-time basis. Such support teacher’s salary will be adjusted on a pro rata basis and advancement on the salary schedule will be in full steps. All other benefits will be provided consistent with the provisions of Section 23.01.

23.06 Part-time support teachers who are regularly scheduled to work 50% or less (i.e. 225 minutes or fewer for elementary and 240 minutes or fewer for secondary) will not be entitled to a paid lunch or a preparation/planning period. Part-time support teachers who work more than half time but less than 80% time (i.e. fewer than 360 minutes for elementary and fewer than 384 minutes for secondary) will receive half of the regular time for lunch and preparation/planning. Part-time support teachers who work at least 80% will receive a 50 minute paid lunch and the normal preparation/planning time.

## ARTICLE XXIV - GROUP INSURANCE

### 24.01 Health Care Coverage

The Board has the right to select carrier or self-insure health care coverage, with a PPO that includes the following coverage:

- a. The Board will continue to provide medical coverage with a \$250 deductible per family member to a maximum of \$500 deductible per family and a 90% / 10% copayment with a maximum out of pocket of \$500 for single coverage and \$1,000 for family coverage when in network and with a \$500 deductible per family member to a maximum of \$1,000 per family and 70% / 30% copayment with a maximum out of pocket of \$1,000 for single coverage and \$2,000 for family coverage when out of network. The coverage shall have an unlimited lifetime limit. There will be an office visit co-pay of \$20 and an emergency room co-pay of \$100;
- b. Prior to solicitation of bids for possible change of carrier, the SHTA will be notified and given an opportunity to discuss standards and bid specifications, as well as the financial strength and capabilities of carriers given the opportunity to bid;
- c. Board will not initiate any change in carrier more than once per calendar year.

Employees will contribute 12% of monthly funding rate for individual or family coverage. Effective January 1, 2020, employees will contribute 13%. The Board will notify the Association of any funding rate adjustment within two weeks after the Board determines any funding rate adjustment. The Board will provide the Association with the actuarial report regarding any funding rate adjustments.

### 24.02 Prescription Drug

Prescription drug coverage, including oral contraceptives, with a Seven Dollar (\$7.00) co-pay feature for generic drugs, Twenty-Five Dollar (\$25.00) co-pay for preferred name brand drugs and Fifty Dollar (\$50.00) co-pay for non-preferred drugs will be provided for all bargaining unit members by the Board at Board expense. Mail orders will have a \$17.50 co-pay for generic, \$62.50 co-pay for preferred name brand, and \$125.00 co-pay for non-preferred drugs. Retail drugs will be limited to a 30 day supply and mail order to a 90 day supply.

Determinations regarding whether a drug falls within the classification of generic, preferred name brand, non-preferred or excluded will be according to the Pharmacy Benefits Manager's (PBM) preferred drug formulary. Compound medications are covered by the plan if determined to be medically necessary. Specialty drugs will be dispensed via the PBM's Exclusive Specialty Pharmacy.

Employees will contribute 12% of the monthly funding rate for individual or family coverage. Effective January 1, 2020, employees will contribute 13%. The Board will notify the Association of any funding rate adjustment within two weeks after the Board determines any funding rate adjustment. The Board will provide the Association with the actuarial report regarding



any funding rate adjustments. The out of pocket maximum for prescription drugs will be in accordance with the allowable maximum under the Affordable Care Act.

24.03 Life Insurance

The Board will fully pay for and provide its certified/licensed employees with a term life insurance program providing for (a) a death benefit of Fifty Thousand (\$50,000); (b) dismemberment coverage; and (c) double indemnity death benefit in the event of accidental death.

24.04 Dental Plan

U.C.R. Coverage

Calendar Year Maximum	Co-Insurance Features		Deductibles Applied					
	Preventive	General	Restorative	Orthodontia	Preventive	General	Restorative	Orthodontia
\$1,500	100% pd. by carrier 0% by employee	85% pd. by carrier 15% by employee	80% pd. by carrier 20% by employee	50% pd. by carrier 50% by employee	None	None	\$50.	\$50.

Note: There is a \$1,500 lifetime limit per person for orthodontia coverage.

The Board may offer a dental network option, providing employees the option to choose network or non-network providers.

Employees will contribute 12% of monthly funding rate for individual or family coverage. Effective January 1, 2020, employees will contribute 13%. The Board will notify the Association of any funding rate adjustment within two weeks after the Board determines any funding rate adjustment. The Board will provide the Association with the actuarial report regarding any funding rate adjustments.

24.05 Premium Payments

If a support teacher should exhaust his/her sick leave within the time specifications of this contract, the Board, for a period not to exceed twelve (12) months, shall continue to pay his/her premiums for the following fringe benefits:

- A. PPO
- B. Prescription Drug
- C. Life Insurance
- D. Dental Insurance

The payment of such premiums will cease if the employee retires, resigns, goes on disability retirement or his/her contract is terminated.

#### 24.06 125 Plan

The District will maintain a Section 125 plan for premiums only in addition to a flexible account that includes eligible medical expenses and dependent care expenses with participating employees paying whatever the administrative charge is to run the 125 Plan.

24.07 If an employee's spouse is eligible to participate, as a current employee or in their current enterprise or retiree, in group health insurance and/or prescription drug insurance sponsored by his/her employer, enterprise or any public or private retirement plan, the spouse must enroll in such group insurance coverage.

The requirement does not apply to any spouse who works less than 30 hours per week and is required to pay more than 50% of the single premium to participate in the employer's group health insurance coverage and/or prescription drug insurance coverage.

Upon the spouse's enrollment in such group insurance coverage, that coverage will become the primary payor of benefits and the coverage sponsored by the Board will become the secondary payor of benefits except where contrary to law.

Any spouse who fails to enroll in any group insurance coverage sponsored by the spouse's employer, enterprise or any public or private retirement plan, as required by this Agreement, shall be ineligible for benefits under the group insurance coverage sponsored by the Board.

Every employee whose spouse participates in the Board's group health insurance coverage and/or prescription drug insurance coverage shall complete and submit to the Board, upon request, a written certification verifying whether his/her spouse is eligible to participate in group health insurance coverage and/or prescription drug insurance coverage sponsored by the spouse's employer, enterprise or public or private retirement plan. If any employee fails to complete and submit the certification form by the required date, such employee's spouse will be removed immediately from all health and prescription drug insurance coverage sponsored by the Board. Additional documentation may be required.

An employee who submits false information or fails to timely advise the Board of a change in the spouse's eligibility for employer, enterprise or retirement plan sponsored group health insurance and prescription drug insurance and such false information, or such failure results in the Board providing benefits to which the spouse is not entitled, the employee will be personally liable to the Board for reimbursement of benefits and expenses incurred by the Board. Any amount to be reimbursed by the employee may be by direct payment by the employee or, if not, shall be deducted through payroll deduction.

## ARTICLE XXV – TUITION REIMBURSEMENT

25.01 In addition to approved professional learning experiences outside of the district, the Administration and SHTA members will collaborate to create and implement high quality in-District professional learning opportunities consistent with the District's Strategic Plan.

25.02 To maintain Excellence in Education, the Board shall budget a special fund \$15,000 per year for the purpose of assisting those support teachers working toward obtaining their first Master's when such a Degree is in their teaching field or in a related education field. All remaining funds shall be used to assist those teachers working beyond their first Master's and Graduate level work provided such course work is in their teaching field or in a related education field of study. The Board shall pay tuition cost up to \$150.00 per credit hour.

25.03 All support teachers completing graduate level work shall submit to the Human Resources Director the necessary documentation demonstrating the successful completion of such course work prior to December 1 of each calendar year. The Human Resources Director shall total all legitimate claims for reimbursement. If the total is less than \$15,000, then each claimant shall be paid up to the amount specified in § 25.02. If the total is more than \$15,000, then an equitable distribution of funds shall be made based upon a fractional cost per graduate hour completed. In no case shall the total of payments exceed \$15,000 in any given calendar year. Each claimant shall receive notification of the amount he/she is to receive no later than January 15 of the next calendar year. No payment shall be made for correspondence courses.

25.04 The Treasurer, within thirty (30) calendar days after notification by the Human Resources Director, shall issue a separate check in the amount specified by the Human Resources Director to the support teacher. Deductions mandated by law shall be made.

25.05 The Human Resources Director shall forward to the President of SHTA a notification showing names, hours and amount of payment to each support teacher.

## ARTICLE XXVI - SEVERANCE PAY

26.01 Any employee who works regularly each week on a permanent part-time basis or on a full-time basis and who has ten (10) or more years of service with the Board, may elect at the time of his/her retirement from active service to receive severance pay in an amount equal to:

One-fourth (1/4) of his/her unused sick leave accumulation at the per diem rate of said employee's basic contract salary in effect at the time of last day of employment in Shaker Heights. Supplemental contracts, extended service, overtime or any other compensation will not be included in the calculation.

As used herein, the word "retirement" means "permanent retirement" with regard to age and years of service as defined by the Ohio State Retirement Systems.

Payment of severance pay hereunder shall be made only upon fulfillment of the following conditions.

- a. The employee is expected to sign an affidavit regarding retirement and severance pay. The form for this purpose will be made available by the Human Resources Office.
- b. Except as provided below, the employee must be in active service, be eligible for retirement, and elect to retire at the time of termination of employment. If at the time of an employee's termination of employment, the employee is not eligible for retirement, the employee may still apply for and receive payment for that part of unused sick leave he/she would be eligible to receive upon retirement, as long as the following is true and the following procedures are followed:
  1. The former staff member applies, in writing, to the Superintendent within thirty-seven (37) months of the staff member's last day of employment.
  2. The former staff member has not taken a teaching position during that thirty-seven (37) month period.
  3. The former staff member becomes eligible for and actually retires during that thirty-seven (37) month period.
- c. The former employee is expected to present satisfactory evidence to the Treasurer that his/her retirement is in effect.
- d. To the extent provided for under the Shaker Heights City School District's Section 403(b) Plan (the "SHTA Severance Pay Deferral Plan"), a retiring employee's severance pay shall be paid directly into a Section 403(b) annuity (a "Designated Contract"). If a retiring employee's severance pay is not payable under the SHTA Pay Deferral Plan, the retiring employee may elect to defer all or a portion of the severance pay, in accordance with the terms of applicable federal income tax law and the terms of Shaker Heights City School District Section 403(b) Plan and any Section 457(b) plan of the school district.
- e. Upon payment of the severance pay to the former employee, all of his/her accumulated sick leave credit shall be cancelled.

Any exception beyond the above must be recommended by the Superintendent and approved by the Board.

#### ARTICLE XXVII – SALARY

- 27.01 Effective the first day of the 2018-19 school year, the BA Minimum will be increased 2% (\$38,565) on the salary schedule set forth in Section 27.04.
- 27.02 Effective the first day of the 2019-20 school year, the BA Minimum will be increased 2% (\$39,336) on the salary schedule set forth in Section 27.05.

27.03 Effective the first day of the 2020-21 school year, the BA Minimum will be increased 2% (\$40,123) on the salary schedule set forth in Section 27.06.

27.04 Salary Schedule for 2018-2019:

<b>SHAKER HEIGHTS CITY SCHOOL DISTRICT</b>						
<b>SHTA Support Teacher</b>						
<b>Salary Schedule</b>						
<b>Effective 2018-2019 Contract Year</b>						
Step	1 B.A.	2 B.A.+30/150 HRS	3 M.A.	4 M.A. +15	5 M.A. +30	6 M.A. +45
<b>2.00%</b>						
185 Days						
A	<b>\$38,565</b>	\$39,336	\$40,493	\$41,650	\$42,807	\$43,964
	1.0000	1.0200	1.0500	1.0800	1.1100	1.1400
B	\$39,336	\$40,108	\$41,265	\$42,422	\$43,578	\$44,735
	1.0200	1.0400	1.0700	1.1000	1.1300	1.1600
C	\$40,108	\$40,879	\$42,036	\$43,193	\$44,350	\$45,507
	1.0400	1.0600	1.0900	1.1200	1.1500	1.1800
D	\$40,879	\$41,650	\$42,807	\$43,964	\$45,121	\$46,278
	1.0600	1.0800	1.1100	1.1400	1.1700	1.2000
E	\$41,650	\$42,422	\$43,578	\$44,735	\$45,892	\$47,049
	1.0800	1.1000	1.1300	1.1600	1.1900	1.2200
F	\$42,422	\$43,193	\$44,350	\$45,507	\$46,664	\$47,821
	1.1000	1.1200	1.1500	1.1800	1.2100	1.2400
G	\$43,193	\$43,964	\$45,121	\$46,278	\$47,435	\$48,592
	1.1200	1.1400	1.1700	1.2000	1.2300	1.2600
H	\$43,964	\$44,735	\$45,892	\$47,049	\$48,206	\$49,363
	1.1400	1.1600	1.1900	1.2200	1.2500	1.2800
I	\$44,735	\$45,507	\$46,664	\$47,821	\$48,978	\$50,135
	1.1600	1.1800	1.2100	1.2400	1.2700	1.3000
J	\$45,507	\$46,278	\$47,435	\$48,592	\$49,749	\$50,906
	1.1800	1.2000	1.2300	1.2600	1.2900	1.3200
K	\$46,278	\$47,049	\$48,206	\$49,363	\$50,520	\$51,677
	1.2000	1.2200	1.2500	1.2800	1.3100	1.3400
L	\$47,049	\$47,821	\$48,978	\$50,135	\$51,291	\$52,448
	1.2200	1.2400	1.2700	1.3000	1.3300	1.3600
M	\$47,821	\$48,592	\$49,749	\$50,906	\$52,063	\$53,220
	1.2400	1.2600	1.2900	1.3200	1.3500	1.3800
N	\$48,592	\$49,363	\$50,520	\$51,677	\$52,834	\$53,991
	1.2600	1.2800	1.3100	1.3400	1.3700	1.4000
O	\$49,363	\$50,135	\$51,291	\$52,448	\$53,605	\$54,762
	1.2800	1.3000	1.3300	1.3600	1.3900	1.4200
P	\$50,135	\$50,906	\$52,063	\$53,220	\$54,377	\$55,534
	1.3000	1.3200	1.3500	1.3800	1.4100	1.4400
Q	\$50,906	\$51,677	\$52,834	\$53,991	\$55,148	\$56,305
	1.3200	1.3400	1.3700	1.4000	1.4300	1.4600
R	\$51,677	\$52,448	\$53,605	\$54,762	\$55,919	\$57,076
	1.3400	1.3600	1.3900	1.4200	1.4500	1.4800
S	\$52,448	\$53,220	\$54,377	\$55,534	\$56,691	\$57,848
	1.3600	1.3800	1.4100	1.4400	1.4700	1.5000
T	\$53,220	\$53,991	\$55,148	\$56,305	\$57,462	\$58,619
	1.3800	1.4000	1.4300	1.4600	1.4900	1.5200

27.05 Salary Schedule for 2019-2020:

**SHAKER HEIGHTS CITY SCHOOL DISTRICT**  
**SHTA Support Teacher**  
**Salary Schedule**  
**Effective 2019-2020 Contract Year**

Step	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>
	<u>B.A.</u>	<u>B.A.+30/150 HRS</u>	<u>M.A.</u>	<u>M.A. +15</u>	<u>M.A. +30</u>	<u>M.A. +45</u>
<b>2.00%</b>						
185 Days						
<b>A</b>	<b>\$39,336</b>	\$40,123	\$41,303	\$42,483	\$43,663	\$44,843
	1.0000	1.0200	1.0500	1.0800	1.1100	1.1400
<b>B</b>	\$40,123	\$40,909	\$42,090	\$43,270	\$44,450	\$45,630
	1.0200	1.0400	1.0700	1.1000	1.1300	1.1600
<b>C</b>	\$40,909	\$41,696	\$42,876	\$44,056	\$45,236	\$46,416
	1.0400	1.0600	1.0900	1.1200	1.1500	1.1800
<b>D</b>	\$41,696	\$42,483	\$43,663	\$44,843	\$46,023	\$47,203
	1.0600	1.0800	1.1100	1.1400	1.1700	1.2000
<b>E</b>	\$42,483	\$43,270	\$44,450	\$45,630	\$46,810	\$47,990
	1.0800	1.1000	1.1300	1.1600	1.1900	1.2200
<b>F</b>	\$43,270	\$44,056	\$45,236	\$46,416	\$47,597	\$48,777
	1.1000	1.1200	1.1500	1.1800	1.2100	1.2400
<b>G</b>	\$44,056	\$44,843	\$46,023	\$47,203	\$48,383	\$49,563
	1.1200	1.1400	1.1700	1.2000	1.2300	1.2600
<b>H</b>	\$44,843	\$45,630	\$46,810	\$47,990	\$49,170	\$50,350
	1.1400	1.1600	1.1900	1.2200	1.2500	1.2800
<b>I</b>	\$45,630	\$46,416	\$47,597	\$48,777	\$49,957	\$51,137
	1.1600	1.1800	1.2100	1.2400	1.2700	1.3000
<b>J</b>	\$46,416	\$47,203	\$48,383	\$49,563	\$50,743	\$51,924
	1.1800	1.2000	1.2300	1.2600	1.2900	1.3200
<b>K</b>	\$47,203	\$47,990	\$49,170	\$50,350	\$51,530	\$52,710
	1.2000	1.2200	1.2500	1.2800	1.3100	1.3400
<b>L</b>	\$47,990	\$48,777	\$49,957	\$51,137	\$52,317	\$53,497
	1.2200	1.2400	1.2700	1.3000	1.3300	1.3600
<b>M</b>	\$48,777	\$49,563	\$50,743	\$51,924	\$53,104	\$54,284
	1.2400	1.2600	1.2900	1.3200	1.3500	1.3800
<b>N</b>	\$49,563	\$50,350	\$51,530	\$52,710	\$53,890	\$55,070
	1.2600	1.2800	1.3100	1.3400	1.3700	1.4000
<b>O</b>	\$50,350	\$51,137	\$52,317	\$53,497	\$54,677	\$55,857
	1.2800	1.3000	1.3300	1.3600	1.3900	1.4200
<b>P</b>	\$51,137	\$51,924	\$53,104	\$54,284	\$55,464	\$56,644
	1.3000	1.3200	1.3500	1.3800	1.4100	1.4400
<b>Q</b>	\$51,924	\$52,710	\$53,890	\$55,070	\$56,250	\$57,431
	1.3200	1.3400	1.3700	1.4000	1.4300	1.4600
<b>R</b>	\$52,710	\$53,497	\$54,677	\$55,857	\$57,037	\$58,217
	1.3400	1.3600	1.3900	1.4200	1.4500	1.4800
<b>S</b>	\$53,497	\$54,284	\$55,464	\$56,644	\$57,824	\$59,004
	1.3600	1.3800	1.4100	1.4400	1.4700	1.5000
<b>T</b>	\$54,284	\$55,070	\$56,250	\$57,431	\$58,611	\$59,791
	1.3800	1.4000	1.4300	1.4600	1.4900	1.5200

27.06 Salary Schedule for 2020-2021:

SHAKER HEIGHTS CITY SCHOOL DISTRICT						
SHTA Support Teacher						
Salary Schedule						
Effective 2020-2021 Contract Year						
Step	1	2	3	4	5	6
	<u>B.A.</u>	<u>B.A.+30/150 HRS</u>	<u>M.A.</u>	<u>M.A. +15</u>	<u>M.A. +30</u>	<u>M.A. +45</u>
<b>2.00%</b>						
185 Days						
A	<b>\$40,123</b>	\$40,925	\$42,129	\$43,333	\$44,537	\$45,740
	1.0000	1.0200	1.0500	1.0800	1.1100	1.1400
B	\$40,925	\$41,728	\$42,932	\$44,135	\$45,339	\$46,543
	1.0200	1.0400	1.0700	1.1000	1.1300	1.1600
C	\$41,728	\$42,530	\$43,734	\$44,938	\$46,141	\$47,345
	1.0400	1.0600	1.0900	1.1200	1.1500	1.1800
D	\$42,530	\$43,333	\$44,537	\$45,740	\$46,944	\$48,148
	1.0600	1.0800	1.1100	1.1400	1.1700	1.2000
E	\$43,333	\$44,135	\$45,339	\$46,543	\$47,746	\$48,950
	1.0800	1.1000	1.1300	1.1600	1.1900	1.2200
F	\$44,135	\$44,938	\$46,141	\$47,345	\$48,549	\$49,753
	1.1000	1.1200	1.1500	1.1800	1.2100	1.2400
G	\$44,938	\$45,740	\$46,944	\$48,148	\$49,351	\$50,555
	1.1200	1.1400	1.1700	1.2000	1.2300	1.2600
H	\$45,740	\$46,543	\$47,746	\$48,950	\$50,154	\$51,357
	1.1400	1.1600	1.1900	1.2200	1.2500	1.2800
I	\$46,543	\$47,345	\$48,549	\$49,753	\$50,956	\$52,160
	1.1600	1.1800	1.2100	1.2400	1.2700	1.3000
J	\$47,345	\$48,148	\$49,351	\$50,555	\$51,759	\$52,962
	1.1800	1.2000	1.2300	1.2600	1.2900	1.3200
K	\$48,148	\$48,950	\$50,154	\$51,357	\$52,561	\$53,765
	1.2000	1.2200	1.2500	1.2800	1.3100	1.3400
L	\$48,950	\$49,753	\$50,956	\$52,160	\$53,364	\$54,567
	1.2200	1.2400	1.2700	1.3000	1.3300	1.3600
M	\$49,753	\$50,555	\$51,759	\$52,962	\$54,166	\$55,370
	1.2400	1.2600	1.2900	1.3200	1.3500	1.3800
N	\$50,555	\$51,357	\$52,561	\$53,765	\$54,969	\$56,172
	1.2600	1.2800	1.3100	1.3400	1.3700	1.4000
O	\$51,357	\$52,160	\$53,364	\$54,567	\$55,771	\$56,975
	1.2800	1.3000	1.3300	1.3600	1.3900	1.4200
P	\$52,160	\$52,962	\$54,166	\$55,370	\$56,573	\$57,777
	1.3000	1.3200	1.3500	1.3800	1.4100	1.4400
Q	\$52,962	\$53,765	\$54,969	\$56,172	\$57,376	\$58,580
	1.3200	1.3400	1.3700	1.4000	1.4300	1.4600
R	\$53,765	\$54,567	\$55,771	\$56,975	\$58,178	\$59,382
	1.3400	1.3600	1.3900	1.4200	1.4500	1.4800
S	\$54,567	\$55,370	\$56,573	\$57,777	\$58,981	\$60,185
	1.3600	1.3800	1.4100	1.4400	1.4700	1.5000
T	\$55,370	\$56,172	\$57,376	\$58,580	\$59,783	\$60,987
	1.3800	1.4000	1.4300	1.4600	1.4900	1.5200

27.07 The payroll dates shall be semi-monthly on a schedule as determined by the Treasurer with consultation from the SHTA President.

27.08 The salary schedule is based on a 185 day work year.

27.09 Board action on salary reclassification for those staff members who have accumulated additional approved credit hours, beyond the Master's Degree, will be taken two (2) times a year, at the regular Board Meetings in November and April. There shall be no restrictions on reclassification among columns for MA+15, MA+30 and MA+45, other than having the necessary number of hours. Action shall also be taken on the above dates on reclassification of staff members who have accumulated additional approved credit hours which will change their classification from BA to BA+30.

Requests must be submitted on the appropriate form by the date designated by the Superintendent in order to be eligible for reclassification. Requests must be accompanied by a transcript of credits. An official letter from the registrar of the college or other acceptable evidence may serve temporarily until a transcript can be obtained.

Requests reaching the Human Resources Director after the date set by the Superintendent will not be acted upon until the following official date for approval or reclassification. While responsibility for notifying the Human Resources Director rests with the individual support teacher, the Human Resources Director is available for any assistance.

Approval made at the November Board meeting will authorize the full salary adjustment applicable to the particular salary reclassification. The amount of this adjustment is prorated over the remainder of the contract year. Approvals acted upon at the April meeting will be for one-half the reclassification salary adjustment. This amount is then prorated over the remaining months of the contract year.

27.10 Nothing in this paragraph 27.10 shall be construed as moving a Support Teacher from the SHTA-ST Bargaining Unit to the SHTA Bargaining Unit. A Support Teacher may work part of the day as a Support Teacher, and part of the day performing the same work a Teacher performs pursuant to the provisions of the Teachers' Labor Agreement. In such case, that Support Teacher's wages shall be prorated as applicable, pursuant to the wage scales of this, the SHTA-ST Labor Agreement and SHTA Labor Agreement.

Intervention Specialists who co-teach will be paid pursuant to the Salary Schedule in the SHTA Agreement. If an Intervention Specialist Support Teacher co-teaches for part of the day, his or her salary will be pro-rated. Co-Teachers will be required to participate in professional development activities selected by the District that focus on effective co-teaching relationships and will be expected to assume equal responsibilities as their co-teachers and all other responsibilities expected of SHTA bargaining unit members.

If a Support Teacher is paid pursuant to the SHTA Salary Schedule, in whole or in part, the Support Teacher's payment will be based on his or her respective years of teaching (capped at five (5) years) and education level. A "year of teaching" includes full-time employment as a Teacher, Support Teacher, or KRP aide of at least 120 work days per school year in a single district. If the Support Teacher worked at least 120 days but on a part-time basis, the Support Teacher will receive prorated credit calculated in half-steps based upon aggregated part-time service. Initial placement will also take into consideration the one-year step freeze experienced by the SHTA in the 2011-12 school year.



Support Teachers are certificated/licensed teachers who function in a support role for students. They work with students who need alternative instruction and/or accommodation to master learning goals and complete learning activities desired and assigned as a result of the required curriculum. Support Teachers also ensure students meet IEP goals and objectives. In addition, Support Teachers may assist students with leadership responsibilities, organizational skills, provide alternative testing environments, and maintain contact with both teachers and parents.

Writing IEPs and 504 Plans, writing lesson plans, and developing assessments shall be considered Teacher work, not Support Teacher work.

If a dispute arises as to whether an employee should be paid pursuant to the salary schedule of the SHTA Agreement or the salary scale SHTA-ST Agreement, or if an employee should be paid in part pursuant to the salary scale in the SHTA Agreement and the salary scale of the SHTA-ST Agreement, the matter shall be resolved through the Professional Grievance Procedure contained in Article XII of this Agreement.

#### ARTICLE XXVIII - BOARD PICKUP OF MEMBER CONTRIBUTION TO STRS

28.01 The purpose of this Article is that total annual salary and salary per pay for each 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 "pickup" of the STRS employee contribution otherwise payable by said member. A member's cash salary shall be equal to said member's total salary or salary per pay period less the amount, subject to applicable payroll deductions, to said members. 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.

28.02 The Board shall fulfill its income tax reporting and withholding responsibilities for each employee in such manner as is required by applicable federal, state and local laws and regulations as they may exist at the time of such reporting and withholding, it being the Board's understanding that federal and Ohio income tax laws and regulations presently require it to report as an employee's gross income his/her total annual salary less the amount of the pick-up while applicable municipal income tax laws require it to report as an employee's gross income his/her total annual salary including the amount of the pick-up.

28.03 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.

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

28.05 The pickup shall apply to all payroll payments made after the adoption of this Agreement as amended, but not less than thirty (30) calendar days after agreement is reached.

#### ARTICLE XXIX - SUPPLEMENTAL CONTRACTS

29.01 Limited contracts of employment shall be issued for a term of not more than one year to all support teachers performing assigned supplemental duties in addition to regular duties. Such contracts shall set forth the nature of the supplemental duty or duties to be performed and the compensation to be paid and shall be signed by the support teacher and the appropriate Board officer.

29.02 Prior to May 15th of each year, those support teachers holding limited supplemental contracts for extra-curricular or co-curricular positions will execute a declaration of intent to accept such position(s) for the subsequent school year, if offered.

29.03 Limited contracts for extra-curricular and co-curricular positions shall be issued on or before June 30th to those support teachers identified at that time for appointment to such position(s).

29.04 Supplemental contracts will be computed consistent with the SHTA teachers bargaining unit contract.

#### ARTICLE XXX - EXTENDED DUTIES

##### 30.01 Extended Time

An employee whose regular teaching contract has extended time added to it shall be compensated at his/her per diem rate in effect at the time the extended time is scheduled to be performed.

##### 30.02 Units

Any support teacher electing to participate in curriculum writing or district projects with the approval of the Administration which occur beyond the contract day or year will be compensated at the rate of Sixty-Five Dollars (\$65.00) per unit. A unit will be defined as approximately one-half of the school day as defined in Article IX, Section 9.01. Each unit must be approved in advance by the Administration.

Upon Board approval, project stipends will replace the unit pay structure. It is anticipated that project stipends will be implemented for projects awarded on or after July 1, 2015.

Any adjustments to the unit pay/project stipend to the SHTA teacher bargaining unit contract will be applied to the support teachers.

## ARTICLE XXXI - SUPPORT TEACHER CAREER LADDER

31.01 Any support teacher who converts to or applies for and is hired into a teaching position covered by the SHTA Agreement (teacher bargaining unit) will be granted up to five (5) years of teaching experience for placement on the teachers' salary schedule based upon prior teaching experience, including experience as a support teacher or KRP aide.

31.02 For purposes of this Article, a "year" includes full-time employment of at least 120 work days in a school year in a single district. If the support teacher worked at least 120 days in a school year but on a part-time basis, the support teacher will receive prorated credit calculated in half steps based upon aggregated part-time service.

## ARTICLE XXXII – TEACHER PROFESSIONAL ORGANIZATION

32.01 No later than June 15<sup>th</sup> of any given year, the SHTA shall forward to the District Treasurer the following information regarding all officers and employees of the SHTA designated as eligible for STRS TPO contributions for the next school year:

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

32.02 Prior to August 1, the Treasurer will notify the SHTA of the maximum amount of salary paid by the SHTA 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. The support teacher's base contract daily rate shall be computed by using the salary schedule amount the support teacher will be eligible to receive from the District for the next school without extended service, ratio or supplemental contracts, divided by the days of service. For this purpose, "days of service" shall only include those days in the District's teachers' contract.
- b. The support teacher's base contract daily rate as computed under Section 32.02 a. above shall be multiplied by the remainder of days after subtracting the days of service used in Section 32.02 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 SHTA to be included for compensation on which STRS credit will be given under regulation.
- c. The Treasurer will also notify the SHTA of the employer and employee share percentage for STRS for the subsequent school year.

32.03 If the officers and employees of the SHTA designated as eligible for STRS TPO contributions change or if their salary changes, after the start of the school year, the SHTA shall promptly notify the Treasurer with the information required under Section 32.01 and the Treasurer shall provide the information as required under Section 32.02, as promptly as practicable.

32.04 Starting with September of each year, the SHTA will forward to the Treasurer, no later than one week after payment is made for the quarter (ending September 30, December 31, March 31 and June 30), a certification of the payment, pursuant to the formula set forth in Section 32.02, to each SHTA officer and employee who is designated as eligible for STRS TPO payment together with the employer and employee share of STRS contributions on such salary amounts for all designated TPO-eligible persons. The Treasurer will forward such quarterly STRS payments together with the appropriate payroll amounts based upon District payroll to STRS. The Treasurer will not forward any amounts in excess of the maximum allowable as calculated under Section 32.02, but shall return those amounts to the SHTA and advise them that no further payment for any affected individual should be made during that fiscal year.

32.05 The parties agree that it is not the intent of the parties to have the District incur any additional costs under this agreement or as a consequence of the additional retirement contributions made to STRS that are attributable to the TPO compensation for any SHTA officer. Should the District incur any additional costs beyond the amounts paid by the SHTA under Section 32.04, the District shall notify the SHTA of such additional costs and the SHTA will reimburse the District for such costs.

#### ARTICLE XXXIII – IMPLEMENTATION

33.01 This Agreement shall be effective upon ratification by both parties and is effective July 1, 2018 through June 30, 2021 except as otherwise specifically provided in this Agreement, including any Side Letters or Letters of Understanding.

33.02 The policies enacted by this Agreement, when adopted by the Board, shall supersede any rules, regulations, practices or policies of the Board or administrative directives which may be contrary or inconsistent with the terms of this Agreement, including any Side Letters or Letters of Understanding.

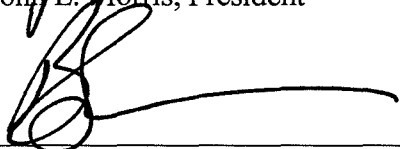
33.03 It is the intent of the parties to have the provisions of this collective bargaining agreement supersede and replace any conflicting provisions of law, including all local rules, regulations and resolutions, to the extent permitted under the provisions of Chapter 4117 of the Ohio Revised Code. However, if any provision of this Agreement or any application of this Agreement to any of the certificated/licensed staff members who are covered by this Agreement is found to be impermissibly contrary to law, then such provision or application shall not be deemed valid except to the extent permitted by law, but all other provisions or applications of this Agreement shall continue in full force and effect. In such case, to the extent permissible under the law and a request is made by either party, the parties shall meet to renegotiate the applicable provision(s).

33.04 During the term of this Agreement there will be no strike, work stoppage, professional study days or concerted failure to report for work, or loss of instructional days or loss of work days for any unauthorized reasons.

33.05 Copies of this Agreement shall be printed at the expense of the Board within thirty (30) calendar days after the agreement is signed. Further, the Board will furnish 50 copies of this Agreement to the Association for its requirements.

FOR THE SHAKER HEIGHTS  
TEACHERS' ASSOCIATION  
SUPPORT TEACHERS BARGAINING UNIT

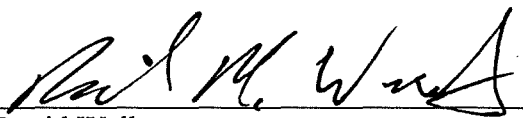
  
\_\_\_\_\_  
John L. Morris, President

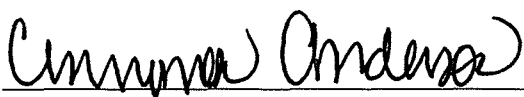
  
\_\_\_\_\_  
Bonnie Gordon

  
\_\_\_\_\_  
Jill Vashen

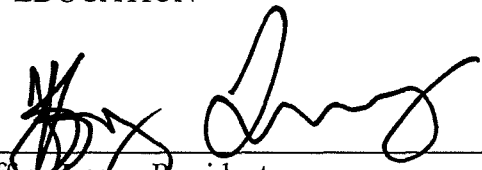
  
\_\_\_\_\_  
Theresa Douglas

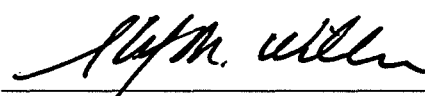
  
\_\_\_\_\_  
Margaret Rimedio

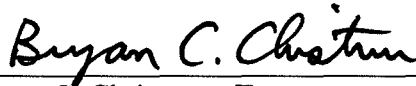
  
\_\_\_\_\_  
David Wells

  
\_\_\_\_\_  
Cinnamon Anderson

FOR THE SHAKER HEIGHTS BOARD  
OF EDUCATION

  
\_\_\_\_\_  
Jeffrey Isaacs, President

  
\_\_\_\_\_  
Dr. Stephen M. Wilkins, Interim  
Superintendent

  
\_\_\_\_\_  
Bryan C. Christman, Treasurer

**EXHIBIT 1**

SHAKER HEIGHTS CITY SCHOOL DISTRICT

GRIEVANCE REPORT FORM

Grievance No. \_\_\_\_\_

Distribution of Form, STEP I

- 1. Superintendent
- 2. Principal or Supervisor
- 3. Association Representative
- 4. Support teacher

GRIEVANCE REPORT

STEP I

Submit three copies to Association representative.

\_\_\_\_\_ Building \_\_\_\_\_ Assignment \_\_\_\_\_ Name of Grievant \_\_\_\_\_ Date Filed \_\_\_\_\_

A. Date Cause of Grievance Occurred \_\_\_\_\_

B. Statement of Grievance \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Relief Sought \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_ Signature of Grievant \_\_\_\_\_

\_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_ Signature of Association Representative \_\_\_\_\_

C. Disposition by Supervisor \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_ Signature of Supervisor \_\_\_\_\_

If any space provided is insufficient, addenda may be affixed to this report. Grievance number, date and signature should be placed on any addenda.

SHAKER HEIGHTS CITY SCHOOL DISTRICT

GRIEVANCE REPORT FORM

Grievance No. \_\_\_\_\_

Distribution of Form, STEP II

- 1. Superintendent
- 2. Principal or Supervisor
- 3. Association Representative
- 4. Support teacher

GRIEVANCE REPORT

STEP II

Submit three copies to Association representative.

Building \_\_\_\_\_ Assignment \_\_\_\_\_ Name of Grievant \_\_\_\_\_ Date Filed \_\_\_\_\_

A. Position of Grievant and/or Association \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ Date \_\_\_\_\_ Signature of Grievant \_\_\_\_\_

\_\_\_\_\_ Date \_\_\_\_\_ Signature of Association Representative \_\_\_\_\_

B. Date received by Superintendent or designee \_\_\_\_\_

C. Disposition by Superintendent or designee \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ Date \_\_\_\_\_ Signature \_\_\_\_\_

If any space provided is insufficient, addenda may be affixed to this report. Grievance number, date and signature should be placed on any addenda.

SHAKER HEIGHTS CITY SCHOOL DISTRICT  
GRIEVANCE REPORT FORM

Grievance No. \_\_\_\_

- Distribution of Form, STEP III
1. Superintendent
  2. Principal or Supervisor
  3. Association Representative
  4. Support teacher

GRIEVANCE REPORT  
STEP III

Submit three copies to Association representative.

\_\_\_\_\_  
Building                      Assignment                      Name of Grievant                      Date Filed

A. Position of Association or Grievant If the Association is in Non-concurrence

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Grievant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Association Representative

B. Date submitted to arbitrator \_\_\_\_\_

C. Disposition and award of arbitrator \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Arbitrator

If any space provided is insufficient, addenda may be affixed to this report. Grievance number, date and signature should be placed on any addenda.

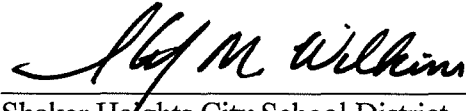


LETTER OF UNDERSTANDING BETWEEN THE SHAKER HEIGHTS CITY SCHOOL DISTRICT AND THE SHAKER HEIGHTS TEACHERS' ASSOCIATION - SUPPORT TEACHERS' BARGAINING UNIT

Provided there is agreement by the Shaker Heights Teachers Association, one (1) Support Teacher shall be included in the Sick Day Transfer Committee identified in Side Letter A of the current Collective Bargaining Agreement between The Board of Education of the Shaker Heights City School District and The Shaker Heights Teachers' Association.



Shaker Heights Teachers' Association -  
Support Teachers' Bargaining Unit



Shaker Heights City School District

1/22/19

Date

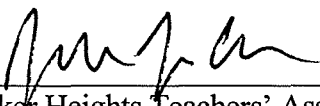
1/22/19

Date

LETTER OF UNDERSTANDING BETWEEN THE SHAKER HEIGHTS CITY SCHOOL DISTRICT AND THE SHAKER HEIGHTS TEACHERS' ASSOCIATION - SUPPORT TEACHERS' BARGAINING UNIT

This Letter of Understanding ("LOU") is between the Shaker Heights City School District Board of Education ("Board" or "District") and the Shaker Heights Teachers' Association - Support Teachers' Bargaining Unit ("SHTA-ST") (hereinafter collectively the "Parties"). The Parties agree as follows:

1. This LOU covers Intervention Specialist ("IS") Support Teachers and English Language Learner ("ELL") Support Teachers.
2. IS Support Teachers and ELL Support Teachers will be placed on the SHTA salary schedule effective January 23, 2019 based upon their respective years of teaching (capped at five (5) years) and education level.
3. For purposes of this LOU, a "year of teaching" includes full-time employment as a Teacher or Support Teacher of at least 120 work days per school year in a single district. If the Support Teacher worked at least 120 days but on a part-time basis, the Support Teacher will receive prorated credit calculated in half steps based upon aggregated part-time service. Initial placement will also take into consideration the one year step freeze experienced by the SHTA in the 2011-12 school year.

  
\_\_\_\_\_  
Shaker Heights Teachers' Association -  
Support Teachers' Bargaining Unit

1/22/19  
Date

  
\_\_\_\_\_  
Shaker Heights City School District

1/22/19  
Date