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BOARD OF EDUCATION
INITIAL PROPOSALS
FOR THE

AGREEMENT

BETWEEN THE

CUYAHOGA HEIGHTS BOARD OF EDUCATION

AND THE

CUYAHOGA HEIGHTS ASSOCIATION OF TEACHERS

August 1, 2024 - July 31, 2027

Updated May 21,2024

CHAT NEGOTIATIONS 2024
CURRENT CONTRACT LANGUAGE

ARTICLE I - RECOGNITION

Bargaining Unit

A. The Cuyahoga Heights Local School District Board of Education ("BOARD") shall continue to recognize the Cuyahoga Heights Association of Teachers ("CHAT"), affiliated with the Ohio Education Association and the National Education Association, as the sole and exclusive representative for a bargaining unit composed of all regularly employed full-time and regularly employed part-time certificated/licensed employees, including those certificated/licensed employees on an approved leave (hereinafter "TEACHERS"). This unit excludes Superintendents, Assistant Superintendent, Principals, Co-Curricular Activities Director, county employees, day-to-day substitutes, tutors, teacher assistants, monitors, other employees of governmental or private agencies, individuals employed only under supplemental contracts and management level and supervisory employees. Management level and supervisory employees include all personnel whose salary is determined by an administrative salary schedule or who are excluded under Chapter 4117 of the Ohio Revised Code. Additionally, if any certificated/licensed employee holds a part-time administrative position during the regular school year that is excluded from the bargaining unit, his/her individual teaching position shall also be excluded from the bargaining unit. A teacher hired to fill a position that is expected to be a temporary position (less than a full school year) shall be called a long-term substitute but shall be considered a regular teacher on the sixty-first (61st) day of employment in the same position and while assigned to that position.

B. Non-Discrimination

The Board agrees not to discriminate against any employee based upon race, color, religion, national origin, sex, age, marital status, disability, gender identity, sexual orientation, veteran status or political or union affiliation and to have due regard for employees' constitutional rights, including the constitutional right to privacy.

ARTICLE II - BOARD OF EDUCATION RIGHTS

A. The Board hereby retains and reserves unto itself, without limitation, all powers, rights, authorities, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Ohio and the United States, including all of the rights identified in R.C. 4117.08, unless specifically agreed to otherwise in this Agreement.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities, the adoption of policies, rules and regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and Ohio Statutes in accordance with Chapter 4117 of the Ohio Revised Code.

ARTICLE III - CHAT RIGHTS

A. CHAT shall have the following sole and exclusive rights as the labor representative:

1. Use of the school District's mail and email service.

2. Use of the teachers' mailboxes. Any material placed in the mailboxes that is not identified as coming from either CHAT, NEOEA, UniServ, OEA or NEA shall bear the initials of a CHAT representative or officer.

3. Use of at least one bulletin board at each school building. Items placed on the bulletin board that are not identified as coming from either CHAT, NEOEA, UniServ, OEA or NEA shall bear the signature of a CHAT representative or officer.

4. CHAT officers and building representatives shall be permitted to transact CHAT business on school premises at reasonable times provided that this shall not interfere with or interrupt school operations or interfere with teachers' schedules.

5. Use of telephone by CHAT officers shall not interfere with employee access to the telephone. CHAT will reimburse the Board for long distance and/or toll calls.

B. A duly authorized representative of CHAT shall be permitted to transact CHAT business on school property at reasonable times provided that this shall not interfere with or interrupt normal school operations.

C. Board Meetings and Agendas

1. Prior to each Board meeting, the CHAT President shall be provided access to a copy of the agenda and an opportunity for a brief review of the agenda with the Superintendent upon the request of the CHAT President.

2. When CHAT plans to present matters for discussion at a Board meeting, the CHAT President shall review briefly the matter with the Superintendent in advance of the Board meeting.

D. CHAT Meetings

1. After the school day, the third Wednesday of each month shall be reserved on the school calendar for CHAT meetings. If CHAT does not schedule a meeting in any given month, the CHAT President shall promptly notify the Superintendent that said date may be scheduled for other school business.

2. Teachers with after-school student responsibilities (including supplemental) who wish to attend a scheduled CHAT meeting shall be present for those duties or shall make arrangements to have the students properly supervised by a certificated/licensed employee of the Board.

E. CHAT Leave

1. CHAT shall have the use of a total of fifteen (15) days per school year for CHAT business. These days shall not be accumulative from one school year to the next.

2. No more than a total of five (5) teachers shall be absent on any given day and no more than three (3) teachers shall be absent on any given day from one (1) building.

3. The Board will provide substitutes for the first nine (9) days without cost to CHAT. No one teacher shall use more than three (3) of these nine (9) paid Board days in any one (1) school year; however, the CHAT President could utilize a maximum of five (5) days annually. Substitute costs shall be paid by CHAT for the additional six (6) days.

4. The CHAT President shall notify the Superintendent of the name(s) of the teacher(s) using CHAT leave at least three (3) days before the leave unless a shorter period of time is agreed upon by the Superintendent and CHAT President. The request for CHAT leave will utilize the form in Appendix C of this Agreement.

5. In the event that a CHAT member holds an NEA, an NEOEA, and/or OEA office, said member shall also have available to him/her two (2) days of CHAT leave, provided the substitute cost is paid by CHAT.

F. The CHAT President shall be given access to updated Board of Education policies through the online policy platform**.** -The CHAT President shall be provided each update and/or change to the Board Policy within two (2) weeks of final approval by the Board.

G. CHAT does not waive its statutory right to obtain public records; however, all financial documents of public record requested by CHAT shall be provided to CHAT at no cost.

H. The CHAT President shall be allowed to use planning time for CHAT business; however, nothing herein shall be deemed to reduce or diminish the professional responsibilities of the CHAT President. Additional release time shall be granted to the CHAT President upon request to the Superintendent, not to exceed two (2) periods per week.

I. The CHAT President may schedule meetings with the Superintendent at any mutually convenient time to discuss issues of concern.

J. Children of CHAT members can attend the Cuyahoga Heights Schools tuition free for the duration of the time said CHAT member is employed by the Cuyahoga Heights Schools. Children will be defined as natural offspring, adopted child or a child under the legal guardianship of the CHAT member.

ARTICLE IV – CHAT MEMBERSHIP

A. CHAT recognizes its obligation to fairly and equitably represent all teachers whether or not they are members of CHAT. CHAT shall also transmit to the Board's Treasurer by October 10 the names of the teachers who have elected not to join CHAT as well as those teachers who are CHAT members. The list shall include the amount of dues for each CHAT member beginning with the first paycheck in February and continuing in equal installments on the first and second pay of each month through August (14 pays). CHAT dues shall be deducted in substantially equal payments for the remainder of the paychecks for that school year.

B. The Board's Treasurer shall inform CHAT when there is a newly-hired teacher after the school year begins within five (5) calendar days of that teacher being hired. Payroll deductions, in substantially equal amounts, shall commence on the first pay date after the later of sixty (60) days of employment or the first paycheck in February.

C. Fair Share Fee

If Federal law no longer applies to Fair Share, the parties agree to engage in interim bargaining to the extent permitted by this Agreement and applicable laws, including the reinstatement of “Fair Share Fees” if permitted by law. The Fair Share Fee language shall be found in Appendix N.

ARTICLE V - NO STRIKE CLAUSE

CHAT, its officers, employees, and each teacher shall not cause, engage in, encourage or sanction any strike, work slowdown, work stoppage, or refusal to engage in expected work activities for the term of this Agreement.

ARTICLE VI - COMMUNICATIONS FORUM

The Board and CHAT agree during the term of this Agreement to establish a Communications Forum. The purpose of this Communications Forum is to maintain open communications between the administration and the bargaining unit to continue the interest-based problem-solving process. The Communications Forum membership for the Board will consist of the Superintendent, Assistant Superintendent, 2 building principals, and up to two (2) Board members at the request of either party. The Communications Forum membership for CHAT will consist of the CHAT President, 1 representative from the Elementary School, 1 representative from the Middle School, 1 representative from the High School, and 2 at-large members. Items brought to the Communications Forum must be District-wide and/or building-wide issues not solved at the building level. All members must receive appropriate training determined by the Superintendent and the CHAT President in order to promote the spirit and purposes of these meetings. As determined by the CHAT President and Superintendent, additional staff members and/or administrators may be invited to the Communications Forum to address specific discussion items. Communication Forum Meetings will be established quarterly or as otherwise agreed upon by the Superintendent and CHAT President. The Superintendent and the CHAT President will determine a schedule of meetings in the beginning of the school year. The meetings may be cancelled, added or rescheduled as needed by mutual agreement of the Superintendent and the CHAT President. A pre-agenda meeting will be held at least one week prior to the scheduled Communications Forum Meeting between the Superintendent, one additional administrative representative, the CHAT President and one additional CHAT representative. The purpose of the pre-agenda meeting is to mutually determine the Communications Forum Meeting agenda.

ARTICLE VII - NEGOTIATING PROCEDURES

A. Requests for Negotiations

If either of the parties desires to open negotiations for a successor agreement, it shall notify the other party in writing no later than the fifteenth (15th) day of March of the year in which this Agreement expires. Written notice from CHAT shall be served on the Superintendent; written notice from the Board shall be served on the President of CHAT. The party giving notice shall also serve a copy of the written notice, together with a copy of this Agreement, on the State Employment Relations Board (SERB).

Negotiations, for a successor Agreement, shall begin by April 15th of the year in which this Agreement expires. At this initial negotiations meeting, both parties shall submit in writing all its bargaining proposals for a successor Agreement. Thereafter, neither party shall be entitled to submit additional items for bargaining without mutual consent.

B. Representation

The Negotiations Teams shall be limited to five (5) representatives or designees of CHAT, and five (5) representatives or designees of the Board when traditional bargaining is being utilized. Each Negotiations Team shall designate an official spokesperson.

C. Meetings

Meetings shall be scheduled at reasonable intervals and at mutually convenient places and times. Negotiating sessions will be scheduled with mutual consent and with respect to the regular and supplemental contract work responsibilities of any member of CHAT's Negotiations Team. These sessions will be closed to the press and the public.

Either party may call caucuses during negotiations for a period of up to thirty (30) minutes. An extension to this time can be granted through mutual agreement.

D. Agreement

Tentative agreements on negotiated items shall be reduced to writing and initialed by the spokesperson of each party.

The final agreement reached through negotiations shall, without delay, be reduced to writing and submitted to the bargaining unit represented by CHAT for ratification. Upon such ratification, the Agreement shall, within forty-eight (48) hours, be submitted to the Board for ratification. If ratified, the Agreement shall then be properly signed and dated on behalf of the parties. A copy shall be served upon SERB.

E. Disagreement

In the event the parties fail to reach an agreement within 60 days after the commencement of negotiations, the parties agree to contact the Federal Mediation and Conciliation Service (FMCS) for assistance in resolution of the disagreement.

Such meetings as called by the FMCS will be attended by both parties.

Costs, if any, incurred in securing and utilizing the services of the FMCS shall be shared equally by the Board and CHAT.

This negotiations procedure, including the dispute resolution procedure set forth immediately above, supersedes and takes precedence over any inconsistency or alternative procedures set forth in Section 4117.14 of the Ohio Revised Code. The use of mediation, as set forth above, constitutes the parties mutually agreed upon and exclusive dispute resolution procedure. All other provisions of Chapter 4117 of the Ohio Revised Code apply unless specifically agreed otherwise in writing in this collective bargaining agreement.

F. Adjustments

Adjustments to the above deadlines may be made upon mutual agreement by the parties.

ARTICLE VIII - GRIEVANCE PROCEDURE

A. Definition

1. A "grievance" is an alleged violation, misinterpretation, or misapplication of the terms of this Agreement.

2. A "grievant" shall mean a teacher, a specifically named group of teachers, or CHAT.

3. "Days" shall refer to days in the officially adopted school calendar specified as teacher duty days.

B. Procedure

1. The purpose of this procedure is to secure, at the lowest possible administrative level, resolution of filed grievances which may arise. Details of grievance proceedings shall be kept confidential by both parties.

2. At any step after a written grievance is filed, the grievant at his/her sole discretion may be accompanied by a representative of his/her choice. In addition, either party involved in the grievance proceedings shall have the ability to have an observer of their choosing attend the grievance hearing at all levels (district administration or CHAT representative).

3. The president of CHAT shall be informed that a grievance has been filed within one (1) day of the grievance being received by the appropriate administrator and the president of CHAT shall be given a copy of the grievance. CHAT may have one representative as an observer beginning at Step 2 of the Grievance Procedure unless requested by the grievant to be his/her representative.

C. Step One

Within fifteen (15) days of the act or conditions on which the grievance is based, the grievant shall file the grievance with his/her building principal. If the teacher is assigned to more than one (1) building principal, the grievance shall be filed: 1) with the principal with whom the teacher is assigned the majority of the teacher's time or 2) with the building principal with whom the grievable situation occurred. Within three (3) days after the filing of the grievance, the building principal shall orally answer the grievance.

D. Step Two

1. Within three (3) days of the oral answer, if the grievance is not resolved, it shall be stated in writing, (Grievance Form, Appendix A) signed by the grievant, submitted to the building principal in person or via email, and thereafter signed and dated by the building principal. After the building principal has signed and dated the Grievance Form, a copy of the Grievance Form shall be returned to the grievant.

2. Within three (3) days after receiving the written grievance, the principal shall hold a meeting with the grievant.

3. Within three (3) days after the meeting, the principal shall communicate the disposition in writing to the grievant. The disposition shall specify the reason for the principal's disposition and specify any relief offered.

E. Step Three

1. Within five (5) days after receiving the decision of the principal, an appeal from the decision may be made to the Superintendent by the grievant.

2. The Superintendent, or his/her designated representative, shall hold a meeting with the grievant within five (5) days after receiving the written grievance.

3. The Superintendent, or his/her designated representative, shall give the grievant the disposition in writing not later than five (5) days after the meeting.

F. Step Four

1. If the disposition provided by the Superintendent at Step 3 is not satisfactory to the grievant, within five (5) days the grievant may request in writing that the chairperson of the CHAT Grievance Committee advance his/her grievance to arbitration.

2. Within five (5) days after the receipt of the Superintendent's disposition of the grievance, if the CHAT Grievance Committee desires to proceed to arbitration, it shall so advise the Superintendent in writing. CHAT shall notify the American Arbitration Association (A.A.A.) in a timely manner.

3. An arbitrator shall be chosen from a list of arbitrators supplied by the American Arbitration Association according to its rules. Either party may request a second list. Arrangements for this selection process will be commenced within ten (10) days after the notification to the Superintendent.

4. Once the arbitrator has been selected, the arbitration hearing will occur in accordance with the rules and regulations of the A.A.A.

5. The grievant(s), the CHAT president, and up to two (2) employees who are witnesses (if necessary) shall be excused from work at the time of the hearing with no loss of pay, benefits or other emoluments in order to attend the arbitration hearing.

6. The arbitrator shall hold the necessary hearing promptly and issue the decision within such time as may be agreed upon. The decision shall be in writing and a copy sent to each party. The decision of the arbitrator shall be binding on the Board, CHAT, and the grievant.

7. The arbitrator shall not have the authority to add to, subtract from, modify, change, or alter any of the provisions of this Agreement, nor add to, detract from, or modify the language therein in arriving at his/her decision concerning any issue presented that is proper within the limitations expressed here. The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to decide any other issue(s) not so submitted to him/her or to submit observations or declarations of opinion which are not directly essential in reaching his/her decision.

8. The arbitrator shall in no way interfere with management prerogatives involving the Board's discretion, nor limit or interfere in any way with the powers, duties, and responsibilities of the Board under its policies, provided this does not conflict with or diminish the terms of this Agreement. Applicable law and rules and regulations having the force and effect of law shall apply.

9. The costs of arbitration shall be shared paid by the Parties.

G. General Regulations

1. Since it is desirable that any conflicts be processed as expeditiously as possible, the number of days stipulated shall be considered maximums. Failure of the grievant to meet the deadline constitutes a waiver of the right to continue the grievance at the next step. Failure of an administrator to respond according to the deadlines constitutes an automatic advancement of the grievance to the next step. Time limits specified in the procedure may be changed by mutual agreement between the grievant and the appropriate administrator hearing the grievance. In the event of an absence of a grievant or appropriate administrator, time limits shall be suspended for the duration of such absence, or a maximum of ten (10) additional days.

2. No teacher may use the grievance procedure to appeal an evaluation or decision regarding hiring, promotion, non-renewal, termination (except as provided in Article XVI C), or suspension of a teacher's contract. Termination or suspension shall be pursuant to the Ohio Revised Code or as otherwise stated in this Agreement.

3. No disciplinary action will be taken for the sole reason of filing a grievance under this Article by the Board or its administrative agents against the grievant(s), the building representative(s) or any teacher participating in said grievance procedure.

4. CHAT Grievances:

   a. When CHAT is filing a grievance, it can be filed with any building principal where any of the affected teachers is assigned.

   b. If a grievance arises from the actions of an authority higher than the building principal, it may be initially submitted at Step Three of the formal procedure described herein, but only after CHAT complies with Step One. Step One, however, shall take place with the Superintendent rather than with a building principal.

H. Optional Federal Mediation Conciliatory Service (FMCS) Grievance Mediation

The Association and the Board may mutually agree to add a step after Step 3 but before Step 4. In this situation, the parties shall mutually notify FMCS and secure a FMCS mediator to convene a mediation session for the parties to explore whether an amicable resolution of the grievance is possible within two (2) weeks after the Pre-Arbitration Conference. The Association and the Board agree the grievance shall be held in abeyance if the parties agree to FMCS under this step. If either party no longer desires to mediate this matter or the mediation is unsuccessful, the grievance shall be filed with AAA within two weeks.

An FMCS mediation session under this step shall be held at a date/time/location which is mutually agreed upon by the Association and the Board.

The Association and the Board may agree to use this optional step prior to initiating any unfair labor practice or lawsuit in state or federal court against the other respective party.

ARTICLE IX - TEACHER'S WORK RESPONSIBILITIES

A. Teacher Contract Days

1. The teacher work year will consist of 187.5 days. Included in these 187.5 days shall be (2) days at the beginning of the year where at least the equivalent of one (1) day is to be used for teacher preparation; two (2) parent-teacher conference evenings (counting as one full teacher work day); one-half (1/2) day for District Open House and/or Parent Information Night; one-half (1/2) day for record keeping on the last day of the first semester; and one (1) day for record keeping at the end of the school year. The remaining days will be student contact days and/or inservice/professional development days. When using a trimester schedule in the Elementary school, there will be one (1) non-student contact day at the end of the first trimester for record keeping for the Elementary school teachers.

2. The teacher school year will end on or before the second Friday in June. Winter recess will be a minimum of eight (8) days in length, and Spring recess will be six (6) days in length when built around Easter, inclusive of the Friday before and the Monday after Easter. Spring recess will be a minimum of five (5) days in length when not built around Easter. When a five (5) day Spring recess is scheduled, additional recess days will include the Friday before and Monday after Easter.

3. The Superintendent or his/her designee, and the CHAT President, shall mutually determine the schedule of the first days of the school year using input from the Professional Development Committee, teachers and administrators.

4. NEOEA Day shall not be a teacher contract day and shall be unpaid.

5. The Wednesday before Thanksgiving shall not be a teacher contract day but is a paid day (i.e., the equivalent of the two (2) parent-teacher conference evenings).

6. Notwithstanding the provisions in this Article, all teachers are expected to cooperate with the administrators and ensure the District meets the minimum hours of instruction with pupils in attendance as required by Section 3313.48 of the Ohio Revised Code.

7. On days which a school is canceled due to a calamity, teachers in the closed building(s) shall not report to work on that date. In the event that school calamity days exceed five (5), the Superintendent retains the right to adjust the school calendar for purposes of preparation and administration of mandated testing, as well as professional development opportunities, as previously determined by the district's Professional Development Committee. Any change in the district calendar as a result of calamity days exceeding five (5) days will be made by mutual agreement with the Superintendent and CHAT President.

8. CHAT members that attend the annual Community Open House will be granted comp time and permitted to leave at 11:00 a.m. on the last Teacher Workday of the school year.

B. Scheduled Work Day

1. At the middle school and high school, the scheduled work day shall not exceed seven (7) hours and thirty (30) minutes commencing at 7:15 a.m. **The student day will commence at 7:30 a.m. At the elementary school, the scheduled workday shall not exceed seven (7) hours and thirty (30) minutes commencing at 8:05 a.m. The student day will commence at 8:20 a.m. Elementary teachers shall receive 15 minutes of unassigned time within the first 45 minutes of their scheduled workday. This unassigned time will not count toward their weekly planning minutes. Elementary teachers who agree to supervise prior to 8:05 a.m. and/or agree to supervise students during their 15 minute unassigned time will be compensated per the teacher supervision supplemental time.** Any restructuring of the work day (e.g., block scheduling) must be agreed upon by the Board and CHAT.

2. Inclusive of the 7 hour and 30 minute scheduled work day will be at least a thirty (30) minute duty-free lunch not to be scheduled before 10:30 a.m. and not after 1:00 p.m. Every effort will be made to schedule all lunch times between 11:15 a.m. and 12:30 p.m.

3. High School Zero/Tenth (10th) Period – A Teacher may voluntarily accept a "zero period" assignment or tenth (10th) Period. "Zero period" will run for forty-five (45) minutes prior to the regular school day. Tenth period will run for forty-five (45) minutes after the regular school day. The scheduled work day for a teacher on the “zero” period schedule will start his/her day at 6:27 a.m. The scheduled work day for a teacher on the “tenth” period schedule will start his/her work day at 8:09 a.m. If such assignment is offered, a teacher's schedule shall be adjusted to meet all contractual obligations.

   a. The teacher is responsible for arranging to meet with the building principal to discuss the agenda items from the staff meeting.

   b. In any case, the teaching during zero period or 10th period is strictly voluntary.

4. There shall be no more than nine (9) faculty meetings each school year unless an emergency situation arises. There shall be no faculty meetings on election day(s). A faculty meeting is a meeting of the entire building faculty.

5. At the middle school and high school level, faculty meetings shall be held after school and shall be completed by 3:25 p.m. At the Elementary School, faculty meetings shall start at 7:25 a.m. and be completed prior to 8:05 a.m. All teachers shall attend faculty meetings unless excused by the principal. Teachers who are excused shall come in at 6:50 a.m. (Middle School/High School), 7:40 a.m. (Elementary) the next morning and discuss the faculty meeting with the principal. Faculty meetings may be held in the morning if teachers are given two (2) days advance notification.

6. In the process of developing a Master Schedule for teacher class assignments, the building principal will insure that each full-time middle school and high school teacher is guaranteed a schedule that includes at least two (2) planning/preparation periods each day. The building principal will make every attempt while developing the Master Schedule to assign each full-time middle school and high school teacher a schedule that includes five (5) academic classes and one (1) non-academic duty (e.g., study hall, lunch duty, or other). In the event that multiple preps are assigned to a teacher during a single period, the administration and CHAT leadership will work together to develop a viable and realistic plan of implementation for the assigned course(s). In the event the building principal cannot assign a teacher five (5) academic and one (1) non-academic duty per semester, the building principal may assign the teacher six (6) academic classes and zero (0) non-academic duties (e.g., study hall, lunch duty, etc.) and the teacher shall receive a stipend of four hundred dollars ($400.00) per semester**.** The first semester payment will be made the second pay date in January with the regular bi-weekly paycheck and the second semester payment will be made the second pay date in June with the regular bi-weekly paycheck**.**

7. At the elementary level, each teacher shall have a minimum of **four hundred (400) minutes** per 5-day week of **planning/preparation time within the student school day, including up to forty (40) minutes twice a month, the second meeting to be scheduled by mutual agreement**, of principal directed meeting time. A half-time elementary teacher shall receive one hundred and eighty (**200**) minutes of planning per week, including up to forty (40) minutes per **month** of principal directed meeting time. In the case of early childhood teachers, the student school day begins with the beginning of the morning class and ends with the ending of the afternoon class.

   a. For Pre-K only, upon agreement of administration and Pre-K teacher(s) the option to use “equivalent time” in lieu of the stipend (equates to two (2) full days) may be used. These days will be placed on the calendar as non-student days with the expectation that teachers use these days to complete State-required documentation and other mandated preschool requirements.

8. A half-time high school or middle school teacher shall have three (3) assignments and one preparation period. A half-time elementary teacher shall receive one hundred and eighty (**200**) minutes of planning time per week. Any teacher contracted to work less than half-time shall not be entitled to planning time.

9. Teachers are encouraged to attend a broad spectrum of events along with being encouraged to attend high school graduation. If the teacher attends a school-sponsored event and a fee is required, the Board will cover the cost of

that fee for that teacher and his/her immediate family. In the case of student-related banquets, the Board shall only cover the cost of the teacher and one guest. CHAT will encourage its members to attend these functions.

10. The scheduled work days of a travelling teacher shall not exceed seven (7) hours and thirty (30) minutes. The traveling teacher shall follow the beginning and ending schedule of the building where his/her first assignment is located. If the traveling teacher has a supplemental contract, the building principals shall determine which building schedule the traveling teacher shall follow.

11. At the high school level, when semester exams are given, they shall be given from 7:30 a.m. to 12:15 p.m. On each semester exam day, each high school teacher shall have his/her two planning/preparation periods as the last two periods of the school day in order to provide time for the teacher to correct the exams.

12. **Intervention Specialists will be provided four (4) release days per school year for the preparation of IEPs and/or student progress reports. These release days need to be scheduled with and approved by the building administrator with at least 3 days' notice. A substitute teacher may be provided, as determined by the building administrator. All scheduled workday provisions in the negotiated agreement will remain in place on these release days. Unused release days cannot be carried over to the following school year. Release time must occur on site and may be adjusted to meet staffing needs of the District.**

13 Elementary teachers shall have release time during the student/school day at least once per grading period, as arranged through the principal, to meet with the special services staff to review plans/progress for special needs students.

14. Reading Improvement and Monitoring Plans (RIMP)

    1. Teachers involved with **State approved Improvement and Monitoring plans will be provided** with appropriate training and may request up to four (4) days of release time for such responsibilities. **Release time must occur on site and may be adjusted to meet staffing needs of the District.**

    2. All efforts shall be made to distribute students with RIMPs equally among classes.

15. College Credit Plus (CCP) Program

    1. Teachers involved with the College Credit Plus (CCP) Program will be provided with appropriate training and may request up to one (1) day of release time per semester for such responsibilities associated with teaching the CCP course.

    2. All "on-site" CCP courses will be taught by bargaining unit members; agreement to teach a CCP course is strictly voluntary.

    3. No evaluation conducted by an institution of higher education (IHE) will be utilized in the District evaluation of a bargaining unit member. Any separate evaluation performed by the IHE shall be kept from the employee's personnel file.

    4. No bargaining unit position shall be eliminated or reduced as a result of the District's participation in the CCP program.

    5. **School** counselors covered under this agreement shall not be required to complete any work that is typically handled by the IHE (including grade reporting or transcript creation).

C. Compensatory Time

By arrangement with the principal, a teacher who agrees to participate in an activity outside the normal school day shall be compensated for such participation by adjustment of the teacher's work day. Such arrangement shall be equal in time. Compensatory time must be used within **the same year school** or forfeited. Compensatory time shall not be used during an assigned supervision or classroom duty.

D. Inclusion

1. Every effort will be made to ensure scheduling for common planning time between the intervention specialist and all subject area teachers involved.

2. Special provisions for training will be given to all subject area teachers involved.

3. Every effort will be made to give each teacher who has to participate in the preparation of an IEP release time to do so.

4. Each teacher who attends an IEP meeting outside the teacher workday shall be compensated at a rate of $26 (twenty-six dollars) per hour. The teacher will complete necessary timesheets to be paid.

E. Planning

Teachers shall be responsible for updating pacing guides**,** and curriculum maps at the beginning of each school year. Teachers are required to revise these documents throughout the year on an as-needed basis and will provide such documents to administrators upon request.

F. Long-Term Substitutes

1. A long-term substitute is a teacher who has been employed in the same assignment for sixty (60) or more student days. Long-term substitutes are given a qualified limited contract for the balance of that assignment at BA step 1. Said contract automatically expires at the conclusion of the assignment to that position, without further notice or action by the Board.

2. Neither Article XIV (Teacher Evaluation), Article XVII (Reduction in Force), nor the Ohio Revised Code, Sections 3319.11 or 3319.111 is applicable to long-term substitutes unless evaluation obligations are otherwise required by OTES or OSCES. Long-term substitutes are not eligible for any retirement incentive, severance, Merit Incentive for Attendance, or tuition program.

H. Classroom Visitations

Visitors to the teacher's classroom are permitted with prior approval by the administration, and with one (1) working day notification to the teacher.

I. Class Size

No class size shall exceed the number of desks or work stations necessary for each student.

J. Surveillance

1. District use of cameras or any audio/video equipment in a classroom for purposes other than suspected criminal activity shall occur with advance notification of the classroom teacher and CHAT President.

2. Teachers will not be disciplined for misconduct based upon building surveillance video without first being given the opportunity to review the footage with a CHAT representative present.

ARTICLE X - SPECIAL WORK SITUATIONS

A. Definition

1. Full-time teachers, who have three (3) years successful teaching experience in the Cuyahoga Heights Schools, may request from the Superintendent to participate in a Special Work Situation teaching assignment (which would represent a change in the teacher's contract status, i.e., full-time to part-time status). Such special Work Situation assignments would include:

   a. Voluntary Position-sharing Teaching Assignment in partnership with another full-time teacher, who agrees to change contract status;

   b. Part-time Teaching Assignment, and/or;

   c. Special Leave Request/Part-time Teaching Assignment - for example, a special leave to permit necessary time to complete graduate education requirements, to participate in a travel abroad program, or to take advantage of an extended professional growth or other educational opportunity that is of benefit to the Cuyahoga Heights Schools.

2. Such Special Work Situation teaching assignments would normally be in effect for a full school year. It is each teacher's responsibility to determine his/her STRS service credit.

B. Application Procedure

Applications for a one (1) year Special Work Situation teaching assignment will be considered annually and must be submitted to the Superintendent no later than March 1st of the academic year prior to when the new teaching assignment is to be implemented. The Superintendent or designee shall make the final determination on all applications for a Special Work Situation teaching assignment. Refusal by the administration to approve a Special Work Situation teaching assignment is not subject to the grievance procedure (outlined in Article VIII, Grievance Procedure).

C. Teaching Schedule

The schedule to be worked by each teacher assigned under a Special Work Situation teaching assignment shall be determined by the administration with input from the teacher(s) involved. Each teacher must attend meetings and participate in other school activities, functions, professional development days, and committee assignments as outlined in this Agreement.

D. Voluntary Position-Sharing

1. Voluntary Position-Sharing refers to a Special Work Situation teaching assignment available for a pair of teachers (who are certificated/licensed at the same levels and/or in the same subject area) to voluntarily partner with one another in a "team teaching" approach, wherein one full-time teaching assignment (1.0 FTE) is shared between the two teachers involved. Teachers who wish to Voluntary Position-Share must submit a written plan that details the area of the teaching assignment (including grade level and/or courses to be shared), a complete description of teaching techniques and methods (including grading practices that ensure fairness to students), the percentage of the regular full-time work day that each participant proposes to teach, and a contingency plan should one of the partners be unable or unwilling to complete the full school year under the Voluntary Position-Sharing plan. Teachers who wish to participate in such an assignment must locate their own Voluntary Position-Sharing partner; no teacher will be required to Voluntary Position-Share.

2. Due to the nature of Voluntary Position-Sharing, such arrangements will not always reflect an exact fifty percent (50%) split of responsibilities. However, between them, Voluntary Position-Sharing teachers will be responsible for performing a full-time equivalency of instructional and supervisory assignments, committee assignments, attendance at meetings, etc. At the elementary level, Voluntary Position-sharing teachers will split the assignment in a regular set of hours/days as scheduled by the principal; at the Middle School and High School levels, Voluntary

Position-Sharing teachers will split eight (8) assignments per day (including teaching assignments, homeroom duty, non-teaching assignments, and planning periods) as scheduled by the principal. Neither Voluntary Position-Sharing teacher at the Middle School or High School levels shall have more than three (3) preparations. Both Voluntary Position-Sharing teachers must attend parent conferences, Intervention Assistance Team meetings, Open House, and other required meetings as defined in the approved Voluntary Position-sharing plan. Wherever possible, each Voluntary Position-Sharing partner will serve as a substitute for his/her partner (and shall be paid at the appropriate pro-rated amount of the daily substitute rate).

E. Salary and Benefits

Teachers participating in a Special Work Situation teaching assignment shall receive an appropriate pro-rated share of his/her salary as contained in this Agreement. Premiums for benefits provided to Voluntary Position-Sharers or Part-time teachers will be paid on a pro-rated basis in accordance with the percentage of time worked (see Article XXX, Fringe Benefits). For a full year of participation in a Special Work Situation teaching assignment, each teacher shall receive one (1) year of seniority (for layoff and salary schedule placement purposes), provided that the teacher works a minimum of 120 days per year. Participants with fewer than 120 days per year shall acquire seniority on a proportionate basis.

F. Completion of Special Work Situation Teaching Assignment

Upon successful completion of the one (1) year Special Work Situation teaching assignment, a teacher will return to a full-time position (but not necessarily the same position as previously held) and the contract status that he or she held as a full-time teacher within the District prior to the Special Work Situation.

ARTICLE XI - CONTRACTS

A. The Board shall enter into a written contract for the employment of all teachers.

B. The Board shall also enter into a supplemental contract for teachers who work outside the normal teaching duties.

C. Limited, continuing, and supplemental contracts shall specify the salary and compensation to be paid.

ARTICLE XII - POSTING OF VACANCIES

A. When a supplemental vacancy occurs, such vacancy must be offered to a Board-employed teacher as provided in Section 3313.53 of the Ohio Revised Code, if said teacher is determined by the Board to be qualified.

B. All new or existing CHAT job descriptions will be made in consultation with CHAT.

C. All vacancies are to be emailed to each teacher by the Board within two (2) weeks after the vacancy occurs. A vacancy occurs when the Board decides to fill an existing position or creates an additional position and posts said position(s).

D. All supplemental positions will be posted at the appropriate time during the school year.

ARTICLE XIII - NOTIFICATION OF ASSIGNMENT AND TRANSFER

A. When a change of assignment within a building or between buildings is made, either the Superintendent or Principal will meet with the teacher concerned. If a change of assignment is made, such change will be provided in writing from the Superintendent or his/her designee with reason given for the change of assignment or transfer.

B. Change of assignment is defined as a change in subject area or grade level.

C. Prior to the conclusion of the school year, teachers will be informed in writing by or through their building principal of their tentative grade and/or subject assignment for the next school year. In the event of a change of that tentative assignment or a transfer during the summer recess, affected teachers will be sent written notice of such changes of assignment or transfer to their residence on file with the Treasurer's office.

D. Prior to March 1st of each school year, a teacher may submit in writing to his/her principal a preference for assignment for the next school year.

E. Nothing in this Article shall limit the authority of the Superintendent to assign or transfer teacher(s) at any time, including but not limited to assignments or transfers made during the summer recess, at the beginning of a school year, or at any time during a school year. Nothing in this Article, including but not limited to the filing of a limited grievance as stated below in this Article will invalidate the assignment or transfer of any teacher.

F. This Article is not subject to the Grievance Procedure with the following exception: only the refusal to meet with an affected teacher upon written request of said teacher as provided in this Article or the failure to provide written notification of tentative grade or subject assignment for the next school year as provided in this Article may be grieved.

ARTICLE XIV – TEACHER/COUNSELOR EVALUATION

TEACHER/COUNSELOR EVALUATION

In accordance with Ohio Revised Code Sections 3319.111, 3319.112 and 3319.113, the parties acknowledge that the Board is required to adopt standards-based evaluation policies for teachers and school counselors who are identified as OTES or OSCES employees. Those policies must be adopted and revised with consultation from teachers/counselors and included in the collective bargaining agreement and any subsequent extensions or renewals thereof. To facilitate this process, a standing joint committee, comprised of teachers and administrators, will make recommendations to the Board of Education annually in regard to teacher/counselor staff evaluations. Any recommendations from the committee must reflect current law and OTES/OSCES frameworks as established by the Ohio Department of Education regarding certified staff evaluations. This committee may convene at multiple times during the school year to address any changes to the teacher and counselor evaluation systems. The committee will consist of three administrators (High School/Middle School Principal, Elementary Principal and Assistant Superintendent) and three at-large CHAT members as determined by the CHAT President.

HIGH-QUALITY STUDENT DATA (HQSD) COMMITTEE

A standing joint committee will be created for the purpose of assessing, reviewing, and approving the teacher's two (2) sources of HQSD. In addition, this committee will be responsible for meeting annually to review and update the requirements under OTES 2.0 and OSCES.

A. Committee Composition

1. The committee shall be comprised of 4 elementary and 4 middle school/high school association members (annually appointed by the CHAT president and executive board), the assistant superintendent or administrator designated for curriculum, and one additional district administrator appointed by the superintendent.

B. Committee Operation

1. The committee shall be chaired jointly by a committee member from the association and a committee member from the administration.

2. Members of the committee shall receive training on the writing and evaluation of high-quality student data sources.

3. All HQSD committee meetings will take place within the contracted school day. The committee will meet annually to recommend a plan for professional development, and to determine and evaluate sources of HQSD. The committee will meet, no later than the last week of May, to establish a tentative calendar for the following year.

4. If there is a change in state law regarding Ohio Teacher Evaluation and/or Ohio School Counselor Evaluation language the committee will meet within 30 days, unless over the summer, to evaluate and bargain these changes.

C. High-Quality Student Data Sources

1. Three forms of HQSD are available for use - Value Added, Ohio Approved Vendor Assessments, and District-Determined Instruments. Only District-Determined Instruments must be submitted for Committee approval.

2. Teachers/Counselors shall submit District-Determined Instruments for approval no later than September 30.

3. The HQSD committee shall review and approve all submitted District-Determined Instruments no later than October 15.

4. Any District-Determined Instruments needing revision shall be returned by October 15 and resubmitted with corrections within 10 working days.

5. Teachers shall submit all HQSD results to his/her evaluator no later than April 30.

EVALUATIONS

A. Evaluator

1. An evaluator must be a full-time, credentialed contracted employee of the Cuyahoga Heights district.

2. A teacher shall only be evaluated by a principal or assistant principal within the scope of his/her assignment; in emergency situations (i.e. medical leave/extended absence) where the principal or assistant principal is not able to evaluate the teacher, a credentialed OTES Cuyahoga Heights administrator may be used to complete the evaluation of the teacher.

B. Teachers

1. Limited contract teachers will be evaluated annually.

2. Continuing contract teachers, with a final summative evaluation rating of accomplished will be evaluated every three (3) years, teachers with a final summative evaluation rating of skilled will be evaluated every two (2) years and developing/ineffective will be evaluated every year.

3. Teachers whose duties do not exceed 50% of scheduled time as classroom instructor will be evaluated using rubrics specifically identified to meet the teacher's job classification and approved by CHAT will be used.

4. No teacher shall be required to complete a Self-Assessment Form (i.e. OTES Self-Assessment Form). This tool may be used by teachers as a resource.

5. The district will not use video/audio evidence submitted to the ODE by the Resident Educator as evidence to assess teaching performance without the teacher's written consent.

6. First time RESA takers have the option to be exempt from the Ohio Teacher Evaluation System that school year.

PROFESSIONAL GROWTH PLANS AND IMPROVEMENT PLANS

A. Professional growth and improvement plans shall be developed as follows:

1. Either a Professional Growth Plan or an Improvement Plan will be developed annually. Each plan will be:

a. Based upon the results of the evaluation; and

b. Aligned to any existing school district or building improvement plan.

2. Professional Growth and Improvement Plans must be submitted to the evaluator no later than September 30.

3. Teachers whose evaluation rating is Accomplished shall develop a self-directed plan for continuing professional growth and may choose the credentialed evaluator for their next evaluation cycle as set forth in this agreement.

4. Teachers whose evaluation rating is Skilled shall develop a professional growth plan collaboratively with his/her credentialed evaluator and shall have input on the selection of the credentialed evaluator for their next evaluation cycle as set forth in this agreement.

5. Teachers whose evaluation rating is Developing shall develop a professional growth plan with their assigned evaluator, pursuant to the terms of this agreement.

6. Teachers whose evaluation rating is Ineffective shall develop a professional improvement plan with their assigned evaluator, pursuant to the terms of this agreement.

7. If a teacher and evaluator are unable to agree on the evaluator's expectation for the improvement plan, the teacher may request a teacher mentor/coach, or another mutually agreed upon teacher of the District to facilitate further discussion between the teacher and the evaluator toward development of the improvement plan.

8. The mentor/coach shall be provided release time for consultations/observations with the teacher under an improvement plan.

B. The Board shall provide professional development, mentoring/coaching, the allocation of financial resources to accelerate teacher growth and improvement; and support to poorly performing teachers.

C. The Professional Growth Plan and Improvement Plan Templates developed by the Ohio Department of Education will be utilized by teachers and evaluators.

D. No Professional Growth or Improvement Plan will have more than two (2) achievable goals per evaluation cycle.

INFORMAL OBSERVATIONS/WALKTHROUGHS

A. Teachers who are fully evaluated will receive at least two classroom walkthroughs. Classroom walkthroughs are informal observations between 10 and 20 continuous minutes with an emphasis on identified focus area(s) when applicable. Note that during walkthroughs and the Formal Focused Observation, evaluators are not limited to collecting evidence on the identified focus area(s). Evaluators must ensure they have sufficient evidence to provide a Final Holistic Rating at the end of the evaluation cycle. The focus may be area(s) of strength, area(s) for improvement, or both on the following domains:

1. Focus for Learning

2. Knowledge of Students

3. Lesson Delivery

4. Classroom Environment

5. Assessment of Student Learning

6. Professional Responsibilities

B. The walkthrough shall consist of at least ten (10) consecutive minutes but shall not exceed twenty (20) consecutive minutes in duration.

C. The teacher shall be provided a copy of the walkthrough form, including all scripted and anecdotal documents relative to the walkthrough, no later than two (2) workdays following the walkthrough.

D. At the request of the teacher, a formal debriefing shall occur after the walkthrough to discuss observations relative to the identified focus.

E. No more than two (2) walkthroughs to be used for the purpose of evaluation shall be conducted in each evaluation cycle. One additional walkthrough may be requested by a teacher in addition to those initiated by the evaluator.

F. No information for walkthroughs shall be collected by video or audio devices without the teacher's written consent.

G. Walkthroughs shall not disrupt and/or interrupt the learning environment in the classroom.

H. Informal visits from administrators shall not be part of the OTES process.

OBSERVATIONS

A. Schedule of Observations

1. All formal observations shall be scheduled collaboratively between the teacher and evaluator. Conflicts will be mutually agreed upon between teacher and evaluator.

2. A minimum of two (2) formal observations shall be conducted - one (1) holistic and one (1) focused. A formal observation shall last a minimum of thirty (30) **continuous** minutes. There shall be at least three (3) weeks between formal observations. The first formal observation shall be completed between September 15 and January 1. The second formal observation shall be completed between January 2 and May 1, unless mutually agreed upon between teacher and evaluator.

3. In any year in which a teacher who has not been formally evaluated as a result of having previously received a rating of accomplished or skilled, an evaluator shall conduct at least one informal observation of the teacher and hold at least one post conference with the teacher.

4. Teachers shall not receive a formal observation, unless mutually agreed upon, on a day before or after the following: the administration of his/her high-stakes mandated state standardized testing; a holiday or any break from scheduled school days (excluding weekends); or any approved leave of absence of three (3) or more days.

5. If an observation is scheduled and school is unexpectedly closed, every effort will be made to collaboratively reschedule at a mutually agreed time, if possible, using the same lesson plan.

6. Formal observations shall not disrupt and/or interrupt the classroom learning environment.

7. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.

8. No information for observations shall be collected by video or audio devices without the teacher's written consent.

B. Observation Conference

1. All formal observations shall be preceded by a pre-observation conference between the evaluator and the teacher within three (3) working days. At the pre-observation conference teachers shall provide evidence for the work situation to be observed.

2. A post-observation conference shall be held after each formal observation. The post observation conference shall take place within ten (10) working days following the formal observation. The post-conference discussion between the evaluator and teacher should focus on identified area(s) of support. At this conference, the teacher may bring additional evidence from the observed lesson for the evaluator to consider before determining a Final Holistic Rating. Other key elements of the post-conference are determining area(s) of focus and discussing progress on the focus area(s).

3. The evaluator shall provide the teacher with copies of all written documentation including, but not limited to notes, scripts, artifacts, and evidence collected during formal observations and walkthroughs, upon request.

TEACHER OF RECORD AND ROSTER VERIFICATION

A. Each teacher shall have the opportunity to review the students for whom they are identified as teacher of record, the attendance of students, and the percentages of value-added measures as it relates to the value-added linkage process, prior to the district verifying the teacher's data in order to ensure accuracy in reporting. If the teacher believes the underlying student information is inaccurate, he/she shall notify the superintendent or his/her designee no later than the end of the Roster Verification window as defined by the Ohio Department of Education.

B. If inaccurate roster verification/value-added data has been reported the administration shall remedy the error by reporting the correct information. Any dispute over inaccurate data shall be resolved before any type of job action may occur.

FINALIZATION OF EVALUATION

A. Final Rating - Before the evaluation cycle is final, and no later than May 10, a copy of the formal written evaluation shall be given to the teacher and a conference shall be held between the teacher and the evaluator.

B. Completion of Evaluation Cycle

1. The evaluation shall acknowledge, through the gathered evidence, the performance strengths of the teacher evaluated as well as areas for refinement. Evidence can include, but is not limited to, student information affecting educational progress, student interest or learning style surveys, newsletters, classroom rules, lesson plans, portfolios, summative assessments, and student work samples.

2. The evaluation shall be signed by the evaluator and the teacher to verify notification to the teacher that the evaluation shall be placed on file. The teacher's signature shall not be construed as evidence that the teacher agrees with the contents of the evaluation.

C. Response to Evaluation

1. Following a review of the written summative evaluation report, a teacher contesting the final rating shall be entitled to present additional evaluation evidence within five (5) days for consideration in the evaluation.

2. A teacher shall be entitled to association representation at any conference held during this procedure in which the teacher shall be advised of an impending adverse personnel action.

3. The teacher shall have the right to make a written response to the evaluation and to have it attached to the evaluation report to be placed in the teacher's personnel file. A copy, signed by both parties, shall be provided to the teacher.

4. The teacher may request a new evaluator based on documentation, which shows the evaluator has discriminated and/or made false claims against the teacher. This request must be submitted to the superintendent in writing.

TEACHERS ON LEAVE OR RETIRING

A. Teachers on Leave

1. A teacher on leave for 50% or more of the school year will not be evaluated.

B. Teachers Retiring

1. A teacher who has submitted a notice of retirement on or before Dec.1 of the school year will not be evaluated.

ARTICLE XV - PROFESSIONAL STAFF LEAVES AND ABSENCES

A. Sick Leave

1. Sick leave shall be used in accordance with Section 3319.141 Ohio Revised Code, or as otherwise defined herein.

2. Teachers shall be granted sick leave without loss of pay for absence due to personal illness, injury, pregnancy or disability resulting there from, exposure to contagious disease which could be communicated to others, and for absence due to illness, injury, or death in the teacher's immediate family.

3. Sick leave shall be granted at a rate of one and one-quarter day per month to a maximum of 15 days in any one year. The accumulation of unused sick leave shall be unlimited.

4. A teacher who transfers from the service of any public agency in Ohio to employment with this Board or who has been separated from the service of any public agency in Ohio but is employed by the Board within ten (10) years of the separation shall be credited with the unused portion of his/her unused accumulated sick leave. It will be the responsibility of each teacher who has transferable accumulated sick leave to notify the Treasurer of the Board.

5. All newly employed teachers who do not have transferable accumulated sick leave and any regularly employed teachers who have exhausted their accumulated sick leave shall be advanced up to five (5) days of sick leave upon written request to the Board Treasurer. Sick leave credit shall not be advanced beyond the contract year. If employment is discontinued prior to accumulating the advanced sick days, or if a teacher is unable to accumulate sufficient sick days to repay the advance during the contract year, the Board shall deduct the amount of wages paid on the advanced sick leave credit from the final compensation due for their contract year.

6. Immediate family shall be defined as mother, father, grandmother, grandfather, mother-in-law, father-in-law, sister, brother, husband, wife, child, brother-in-law, sister-in-law, or anyone who currently holds the position of parent or child, or anyone who is a relative/domestic partner residing in the household of the teacher.

7. Salary deductions at the teachers per diem rate will be made for days of absence in excess of the number of days of accumulated sick leave. Upon exhaustion of accumulated sick leave days, the teacher is automatically considered on an unpaid leave of absence. The teacher is automatically considered off the unpaid leave of absence upon returning to work.

8. Unless an emergency, sick leave requests should be submitted through the Electronic–Absence Management System. If an emergency situation arises, the teacher shall immediately notify his/her supervisor or the Superintendent and complete the request for sick leave through the Electronic Absence Management System as soon as practical.

9. Each teacher shall be notified of his/her sick leave status on the first paycheck stub of each month.

B. Personal Illness

1. Days lost due to quarantine **as determined by the Board of Health** of an employee, family member or resident residing in the teacher's household shall not be deducted from salary or accumulated days of sick leave.

2. A doctor's certificate may be required saying that a teacher is capable of resuming his/her assigned task.

C. Family Illness

In the case of unusual circumstances, the Superintendent may grant the use of sick leave for family illness for persons other than those defined as immediate family, upon the written request of the teacher.

D. Long Term Use of Sick Leave

1. Sick leave shall be granted as needed for the period of **illness**. If said period of **illness** is greater than three consecutive work weeks, the teacher shall provide a physician's certificate indicating that the teacher is unable to perform regular duties, as well as the expected date the teacher shall be able to return to his/her assignment. Except in cases of emergency where planned use of sick leave cannot be determined, written notice of sixty (60) calendar days prior to the intended use of sick leave shall be given to the Superintendent. Such prior notice and the expected date of return shall also be given to the Superintendent in the event the teacher is absent for a period greater than three (3) consecutive work weeks due to illness in the immediate family.

2. A teacher returning from long-term use of sick leave during the same school year may return to the same position for the remainder of that school year.

E. Leave For Bereavement

1. In the event of death of a daughter-in-law, son-in-law, grand-child, aunt, uncle, niece, nephew, brother-in-law, or sister-in-law, domestic partner, sick leave is usable for up to three (3) days per bereavement incident and for up to five (5) days per out-of-state bereavement incident.

2. Upon the written request of the teacher, the Superintendent may extend the use of sick leave for bereavement purposes in the event of death of a relative other than those defined as immediate family. In the case of unusual circumstances, the Superintendent shall discuss the extended use of sick leave for bereavement with the President of CHAT. The Superintendent also may grant the use of sick leave to teachers for death of someone other than those named above.

F. Unpaid Leaves

1. Any teacher requesting an unpaid leave of absence **in accordance with Section 3319.13 of the Revised Code,** beginning with the opening of the school year shall notify the Superintendent of such intention **to request such leave from the Board** not later than March 1st, unless otherwise specified herein.

2. Any such leave of absence **will be for a defined term, including an expected date for return to duty.**

3. Deductions will be taken from a teacher's salary at the teacher's per diem rate, for absence for reasons other than those stipulated in this Agreement. **Nothing herein shall be construed as diminishing the requirement that teachers either be in attendance or in authorized leave status at all times, nor is the Board precluded from taking disciplinary action for a teacher's failure to do so.**

4. Upon return from such a leave, a teacher will be placed on the salary schedule at the next consecutive step the following school year if he/she worked 120 days in the school year that the unpaid leave was taken, with the same contract status, and in a position comparable to that held at the time the leave was granted. A teacher returning from a leave will not accumulate seniority during the period of the leave.

5. As with any unpaid leave of absence, no fringe benefits will accrue or be paid by the Board for the teacher. A teacher may continue to be covered under group insurance programs by reimbursing all premium costs (not to exceed 100% of the premium costs) to the Board, unless this procedure is specifically prohibited by the insuring company. Payment of monthly premiums by the teacher shall be paid to the Board Treasurer no later than the first day of each month.

6. Unpaid leave requests must be used in conjunction with any remaining personal leave balances that a staff member may have remaining during the requested leave (e.g. staff member is requesting five (5) unpaid leave days and has two (2) remaining personal days = the request will be equal to three (3) unpaid days).

G. Leave for Reasons of Illness or Disability When Sick Leave Has Been Exhausted

Upon the written request of a teacher who has exhausted sick leave for a leave of absence where illness or other disability is the reason for the request, the Board shall grant such leave. This leave shall be controlled by Section 3319.13 Ohio Revised Code.

H. Leave for Legal Commitments and Transactions

1. In the case of absence from duty in response to a subpoena in a court case or an administrative hearing in which the teacher is not a party, there shall be deducted from the salary of the teacher the amount of any witness fee or other compensation, exclusive of any reimbursement paid specifically for expenses incurred by such subpoena. A certificate signed by the teacher and stating the amount of such fee or other compensation, if any, must be submitted by the teacher or the full salary for the period of absence shall be deducted.

2. In case of absence from duty for any court proceedings or administrative hearing in which the teacher is a party, no salary shall be paid to the teacher for the period of absence, unless the case is a school related matter. School related shall not include an action filed by the teacher against the school District, members, Board, or administrative staff.

I. Jury Duty**/Court Leave**

In case of absence from duty in response to a jury summons **or in response to a subpoena arising out of their employment with the District (other than in a case filed by the teacher against the Board)**, salary shall be paid to the teacher for the period of absence. Any remuneration received by the teacher for serving as a juror **or in connection with the subpoena** shall be kept by the teacher. The teacher shall provide documentation of jury selection **and/or subpoena** to his/her building principal prior to submitting the absence request through the Electronic Absence Management System.

J. Assault Leave

A teacher who is absent due to physical or mental disability resulting from a physical assault by a student or parent of a student which occurs in the course of required Board employment, while on duty on school grounds or where requested to be of assistance at a school sponsored function, shall be eligible to receive assault leave unless a court of competent jurisdiction determines the teacher precipitated the incident. Such leave shall be granted under the following stipulations:

1. If such an incident should occur, the teacher will notify his/her appropriate supervisor immediately. A complete written report shall be given to the immediate supervisor within two (2) working days of the incident.

2. If an assault results in the teacher not being able to perform his/her job, the time lost will not be deducted from accumulated sick leave or salary.

3. A teacher returning from assault leave shall return to the same position during the same school year; and may return to the same or comparable position the subsequent school year.

4. The teacher shall furnish a signed statement on the form prescribed by the Board to justify the use of assault leave. If medical attention is required, the teacher shall supply a certificate from a licensed physician stating the nature and severity of the disability and its duration.

5. Should civil or criminal action be filed as a result of the assault, the teacher and the school will cooperate in the collection of information needed. Reasonable time needed for days in court will be granted by the Board.

6. Whether or not medical attention is required, the teacher shall furnish a certificate from a licensed physician justifying the use of assault leave if the leave exceeds ten (10) working days.

7. This leave **shall** be extended for up to **one (1) full contract year** the teacher supplies medical documentation, satisfactory to both parties, stating that the teacher is unable to perform the assigned duties. The Board reserves the right to require the teacher to be examined by a licensed physician of the Board's choice at the Board's expense.

8. A teacher who is on leave of absence from the Cuyahoga Heights Schools shall not accept more than half-time employment elsewhere. Such employment shall not conflict with the teacher-contracted workday.

K. Parental Leave

1. Upon request of the teacher, parental leave which commences after the school year has begun entitles the teacher to parental leave for the remainder of that school year. Upon request, the teacher shall be granted parental leave for a maximum of one (1) additional school year. A shorter period of parental leave time may occur upon mutual agreement of the teacher and the Superintendent.

   a. A request for an additional full school year will be considered and may be approved by the Board.

2. Upon request of the teacher, parental leave which commences on the first day of the school year entitles the teacher to parental leave for that school year. A shorter period of parental leave time may occur upon mutual agreement of the teacher and the Superintendent.

   a. A request for an additional full school year will be considered and may be approved by the Board.

3. Leave must be requested as early as possible and no later than forty-five (45) days before the leave is to begin. This provision may be altered in the case of extenuating circumstances.

4. A teacher returning during the same school year from parental leave shall return to the same position. However, if a teacher returns at any other time in accordance with paragraphs 1 and 2 above, the teacher may be assigned to the same position or one of comparable status for which the teacher is certificated/licensed.

5. These provisions shall also apply to adoptive parents providing the child being adopted is under six (6) years of age. Additionally, these provisions shall also apply to teachers in order for the teacher to care for his/her parent(s).

6. **A teacher who takes parental leave may opt to use some or all of the accumulated sick leave to cover all or part of such leave to make it a paid leave of absence. For any part of parental leave that is a paid leave of absence, teachers shall continue to receive fringe benefits as described in this agreement.**

7. **For any part of the parental leave that is an** unpaid leave of absence, no fringe benefits will accrue or be paid by the Board for the teacher. A teacher may continue to be covered under group insurance programs by reimbursing all premium costs to the Board, unless this procedure is specifically prohibited by the insuring company. Payment of monthly premiums by the teacher shall be paid to the Board Treasurer no later than the first day of each month.

L. Professional Leave

The Board may approve teacher-requested professional leave. Reimbursement for said leave is found in Article XXVII, Professional Improvement.

M. Catastrophic Leave Bank

1. The purpose of Catastrophic Leave Bank is to allow Cuyahoga Heights School employees the opportunity to assist co-workers who have experienced personal or family catastrophic illness or injury which causes a loss of income. Catastrophic leave is intended to assist employees who are not receiving disability benefits or Worker's Compensation payments.

   Catastrophic illness or injury shall be defined as a serious, debilitating illness or injury which incapacitates the employee or employee's immediate family member as defined in section (A) 6 of this Article and which will cause a loss of income due to the employee having exhausted all accumulated days of sick leave. Catastrophic illness or injury is further defined as a long-term, incapacitating illness, injury, or medical condition which requires the employee to take time off work for an extended period

2. In the event of death of a daughter-in-law, son-in-law, grand-child, aunt, uncle, niece, nephew, brother-in-law, or sister-in-law, domestic partner, sick leave is usable for up to three (3) days per bereavement incident and for up to five (5) days per out-of-state bereavement incident.

3. A district-wide Catastrophic Leave Bank shall be established. Unused personal leave days may be deposited on June 30. (Reference Art. XVI A.3.) All eligible employees may use a maximum of ten (10) days from the Catastrophic Leave Bank.

4. And further, a Personal Employee Leave Bank may be established when co-workers donate up to five (5) days of accumulated sick leave per school year per each employee receiving sick leave donations. [Notices of need will be forwarded to all employees]

5. Donations must be made in increments of whole days. Accumulated sick leave shall be transferred day for day, regardless of differing pay scales. All donations are voluntary.

6. Employees receiving sick leave donations from the Personal Employee Leave Bank and the Catastrophic Leave Bank shall be limited to a maximum of forty-five (45) days **per school year** from both banks.

7. Accumulated days of sick leave may be donated and transferred when all of the following applicable conditions are met:

    a. An employee requests donated leave due to catastrophic illness or injury;

    b. A teacher's leave of absence in relation to a catastrophic illness or injury is approved by the Superintendent in consultation with the CHAT president;

    c. An employee has exhausted all accumulated sick leave days and is not receiving disability benefits or Worker's Compensation payments.

9 Donated days will not be deducted from the donor's accumulated sick leave balance until transferred to the receiving employee. Donated days will be distributed and returned back to staff members based on the CHAT seniority list; on a rotating basis, alphabetically by staff member.

10 Payment will continue to the employee to the maximum number of days allowable and the days will be deducted from the donor at the completion of the employee's leave.

11 Once processed and transferred, donations are irrevocable, unless not needed.

12 Donations of accumulated sick leave shall not be counted as used sick leave for purposes of determining merit incentives for attendance pursuant to Article XXVI F.

N. Military Leave

All applicable state and federal statutes shall be followed regarding military leave.

ARTICLE XVI - PERSONAL LEAVE

A. The Superintendent or his/her designee shall grant up to three (3) days of personal leave with pay in any one school year to each teacher who works the entire school year. Additional personal leave days may be granted by the Superintendent/designee for an emergency situation or a situation beyond the teacher's control. However, to receive these additional days, the emergency/beyond the teacher's control situation must be explained to the Superintendent/designee, and for each additional personal leave day received, one day shall be deducted from the teacher's accumulated sick leave.

1. Teachers beginning service between December 1st and February 28th shall be granted up to two (2) days; teachers beginning service after March 1st shall be granted up to one (1) day.

2. Personal leave will be granted in increments of no less than 1/4 day.

3. All unused personal leave days may be donated to a District wide catastrophic leave bank. Donations must be made in writing signed by the teacher and forwarded to the Treasurer's office.

B. General Guidelines

1. Unless an emergency, requests for personal leave should be submitted through the Electronic Absence Management System at least three (3) days prior to the anticipated absence on the form provided. If attendance data is requested of any CHAT member, the member will be notified before any such data is released.

2. If an emergency situation arises, the teacher shall immediately notify his/her supervisor or the Superintendent and complete the request for personal leave through the Electronic Absence Management System as soon as practical.

3. Any of the three (3) personal leave days shall be granted to transact necessary personal business or to attend to affairs of a personal nature. However, personal leave may not be granted:

   a. To extend in any way a vacation/holiday listed on the school calendar.

   b. For the teacher to conduct or apply for other gainful employment business.

   c. For any reason that would fall under "sick leave."

4. Personal leave days that extend before or after a vacation/holiday day(s) listed on the school calendar or scheduled professional development for teachers may only be used for one of the specific reasons stated below.

   a. Funeral for persons not covered under sick leave.

   b. Day of marriage of the teacher or a member of the teacher's immediate family (see Sick Leave for definition of "immediate family").

   c. Emergency / Unplanned travel conditions which make it impossible for the teacher to report as assigned.

   d. Graduation or honors ceremonies of the teacher or a member of the teacher's immediate family (see Sick Leave for definition of "immediate family").

   e. For any required appearance in court except when the teacher is a defendant in a job-related criminal action.

   f. Required appearance for the settlement of an estate.

g. For an act of nature or accident to the teacher's house or utilities that would create a hazardous condition if not corrected immediately.

h. For business involved with the legal transfer, purchase or sale of a home or real estate.

i. For observance of a recognized religious holiday; days taken for this reason will be weighed in that a full day of use will result in a one-half (1/2) day deduction against personal business leave.

j. For legal transactions to which the teacher is a party and which cannot be completed after the school day.

k. For attending educational conferences concerning the teacher's child or children. Said conferences must take place on the premises of the child's school system.

l. Emergency child care/supervision or other “urgent” family obligation not covered by sick leave.

m. Relocation

n. For other emergency or "Act of God" situations determined by the Superintendent to fall into the intent of this personal leave.

C. Falsification of requests or unauthorized usage of personal leave may result in the following discipline.

1. First instance Written warning (if one day is misused); loss of pay for that day and each successive day.
2. Second instance Suspension, without compensation, not to exceed five (5) days.
3. Third instance Shall be grounds for termination of contract.

D. Staff members that have a remaining personal leave balance at the end of the school year may donate these personal days to the Catastrophic Leave Bank.

ARTICLE XVII - REDUCTION IN FORCE

A. In the event of the suspension of a limited or continuing contract due to a reduction in staff, such contract suspensions shall be pursuant to Ohio Revised Code 3319.17. This Article is not applicable to Long-Term Substitutes. ~~or.~~

B. Seniority for all bargaining unit positions shall be defined as the length of continuous service as a teacher in active pay status in the District. Determination of the reduction in force order shall be from the seniority list in effect immediately prior to the Board meeting where contracts are suspended due to reduction in force. This list must have been verified by CHAT. A teacher whose position is being reduced shall have the right to move to another position in which he or she is certificated/licensed as long as he or she holds more seniority in the District than the teacher being replaced

1. Full-time teachers: One hundred twenty (120) days or more in any one school year shall give a teacher one (1) full year of seniority credit. A teacher with fewer than one hundred twenty (120) days per year shall acquire seniority on a proportionate basis, using one hundred twenty (120) days as the denominator in the seniority calculation.

2. Part-time teachers (other than those in a Special Work Situation): If a part-time teacher works a minimum of one hundred twenty (120) days in a school year, his/her seniority shall be the percentage of each week worked multiplied by one year (e.g., a part-time teacher who works half of each day five days a week shall receive .5 years of seniority for that year). If a part-time teacher works fewer than one hundred twenty (120) days in a school year, his/her seniority shall be calculated by taking the percentage of each week worked multiplied by the percentage of the year worked [e.g., a part-time teacher who works .5 of each week for 90 days in the school year shall receive .375 years of seniority for that year (90/120 or.75 years multiplied by .5)]. For the seniority calculation, one hundred twenty (120) days is used as the denominator.

3. Teachers in a Special Work Situation: For a full year of participation in a Special Work Situation teaching assignment, each teacher shall receive one (1) year of seniority provided that the teacher works a minimum of one hundred twenty (120) days per year. Participants with fewer than one hundred twenty (120) days per year shall acquire seniority on a proportionate basis using one hundred twenty (120) days as the denominator for the calculation.

4. Board-approved leaves of absence shall not interrupt seniority, but time spent on such leave shall not count toward seniority. However, if a teacher is on unpaid FMLA leave near the end of the semester/year and the Board requires the teacher to continue using FMLA leave until the end of the semester/year (Article XVIII F), any days the teacher was required to remain on FMLA leave shall be counted toward that teacher's seniority.

5. A teacher's resignation is approved by the Board breaks his/her seniority. If that teacher is rehired by the District, that teacher brings with him/her no seniority, even though no teacher days were missed (i.e., a teacher whose resignation is effective after the end of one school year who is then rehired to begin the next school year has no seniority when rehired).

C. A teacher whose limited or continuing contract has been suspended shall have the right to be recalled for the first available teaching position, if the vacancy is within the teaching area from which the teacher was reduced or for which the teacher is certificated/licensed at the time of the reduction in force.

D. The order of recall will be based on seniority with the most senior reduced teacher being recalled first. When applicable, teachers with a continuing contract shall be recalled before teachers with a limited contract. Eligibility for recall shall be limited to three (3) years from the date of contract suspension.

E. In the event that teachers have equal lengths of service, ties will be broken by consideration of the following factors in order of tie-breaking priority:

1. Length of previous interrupted professional service in Cuyahoga Heights Schools.

2. Length of previous professional service in other school districts provided the staff member comes to Cuyahoga Heights with uninterrupted service.

3. Length of previous interrupted professional service in other school districts.

4. If, after application of the foregoing, individuals still have the same seniority, then seniority will be determined by (a) the date of the Board meeting at which the teacher was hired; and, then by, (b) the date on which the teacher submitted a completed job application; and, then by, (c) a flip of the coin.

F. Priority shall be given to teachers who are working under continuing contracts at the time of the suspension of contract.

G. Nothing in this Reduction in Force section shall be construed to restrict the Board's statutory right to non-renew limited teaching contracts.

H. It shall be the responsibility of the teacher to keep the Board informed of his/her current address at all times. The teacher shall have two weeks (14 days) to accept or reject a notice of recall from the date of delivery by certified mail of the notice to the employee's last known address, or the teacher shall have waived any rights under this provision.

I. Where the Superintendent may plan to recommend that a teacher's contract be suspended due to a reduction in force, such teacher shall be informed of this possible recommendation no later than fourteen (14) days prior to Board action. A conference with the Superintendent, if requested by the teacher, will be held during which an explanation of the decision will be given to the teacher. The teacher shall have the right to a representative and to present evidence in his/her behalf.

J. The parties to this Agreement acknowledge that when the evaluation process under HB 153 and the amended Ohio Revised Code Section 3319.17 is completed, the Administration and the Association shall meet to discuss the modification of Article XVII as it relates to seniority in the reduction in force and recall provisions.

K. Procedure for Teachers Under OTES and OSCES

Article XVII applies to teachers under OTES or OSCES, unless otherwise stated in K.

If it is deemed necessary by the Board to reduce staff for these bargaining unit positions, the Board shall proceed to suspend contracts for teachers who have been evaluated in accordance with the evaluation procedure of this Agreement. Suspension of contracts shall be recommended by Certification/Licensure area and an order shall be based on the following:

1. First, the Board shall accomplish any necessary reductions in staff through attrition (i.e. retirements, voluntary resignation, etc.), before any suspension of contracts.

2. Second, should it be necessary to suspend contracts to achieve the necessary reduction in staff, limited contract teachers shall be reduced first utilizing the following order:

    a. Certification/Licensure within the affected teaching field

    b. Comparable evaluations as defined in this Agreement

    c. When evaluations are comparable, seniority in the District shall prevail, with the contract of the least senior limited contract teacher in the affected teaching field the first to be suspended. Seniority is defined in Article XVII (B).

    d. In the event that teachers have equal seniority in the District, ties will be broken by the procedure in Article XVII (E).

3. Third, should the necessary reduction of staff required exceed the number of limited contract teachers in the affected field, only then shall continuing contract teachers be reduced by utilizing the following order:

    a. Certification/Licensure within the affected teaching field

    b. Comparable evaluations as defined in this Agreement

    c. When evaluations are comparable, seniority in the District shall prevail, with the contract of the least senior continuing contract teacher in the affected teaching field the first to be suspended. Seniority is defined in Article XVII (B).

d. In the event that teachers have equal seniority in the District, ties will be broken by the procedure in Article XVII (E).

4. Using the exclusive criteria in this provision, the District shall establish the order in which members' contracts are suspended and shall recall members in reverse order.

~~5.~~ For reduction in force purposes**.** Evaluations that are rated Accomplished, Skilled, and Developing shall be considered comparable for purposes of Reduction in Force. Evaluations that are rated as Ineffective shall be considered a separate category for purposes of Reduction in Force~~.~~

ARTICLE XVIII - FAMILY AND MEDICAL LEAVE ACT OF 1993 (FMLA)

All provisions of the Family Medical Leave Act, as amended, shall be incorporated into this Agreement. For purposes of this section, the "12-month period" shall be defined as the "12-month period measured forward from the date the employee's first FMLA leave begins." A unit member shall be entitled to twelve (12) weeks of FMLA leave during the 12-month period beginning on the first date that Family and Medical Leave is taken. A subsequent 12-month period for a unit shall commence the first time Family and Medical Leave is taken after the completion of any previous 12-month period.

ARTICLE XIX - PERSONNEL RECORDS

Guidelines

A. The Superintendent shall develop and implement a comprehensive and efficient system of personnel records, under the following guidelines:

1. A personnel folder for each teacher shall be accurately maintained in the District offices.

2. In addition to the application for employment and references, such folders shall contain records and information relative to compensation, payroll deductions, evaluations, job-related material necessary for the proper function of the school District, and such other information as may be required by the Ohio Department of Education.

3. The Superintendent and designees shall take the necessary steps to safeguard unauthorized use of all confidential material.

4. Each teacher or the teacher's designee shall have the right, upon request, to review the contents of his/her own personnel file, with the exception of employment and promotional references and recommendations provided to the District on a confidential basis. Such request shall be made to the Superintendent or his/her designee and scheduled for a time convenient for the parties involved, but this must occur within two (2) working days of the request.

5. The teacher shall be notified within fifteen (15) school days of any information being placed in his/her file other than those items that are considered routine in the operation of the District offices. Any material placed in the personnel file relating to a teacher's job performance shall be signed by the teacher and a copy provided to the teacher. The teacher's signature on this information is merely an acknowledgement that he/she has seen it, but does not indicate agreement. The aforementioned timeline in this specific paragraph may be extended five (5) days by mutual agreement between the Association President and the Superintendent.

6. Upon request and proper identification, the teacher may copy any information placed in the file, except employment references.

7. Personnel information, either collectively or individually shall not be furnished to anyone under applicable Ohio law, other than authorized school officials unless three (3) working days' notice, prior to disclosure, has been given to the teacher.

8. Except as herein provided, disclosure of information in a teacher's personnel file may be made upon written request from the teacher. Such written request shall be retained in the personnel folder and shall contain the date of request, the identity of information to be disclosed, and the identity of the recipient.

9. No materials shall be placed in a teacher's file that come from an anonymous source.

10. All materials placed in a teacher's personnel file shall be dated.

11. Any reprimand or warning placed in a teacher's file, other than those related to charges of child abuse, shall be removed after seven (7) years at the teacher's request if the actions or behaviors noted have not recurred within the seven (7) year period.

ARTICLE XX - COMPLAINT PROCEDURE

A. Parental Complaints

1. Complaints against any teacher with the exception of allegations of child abuse shall be handled through the established chain of command whenever possible. The complaint shall be referred first to the teacher; if unresolved, then to the building principal. If not resolved at the building level, the problem shall be referred to the Superintendent and finally to the Board if resolution has not been achieved.

2. If the parent refuses to take the complaint to the teacher, the parent shall take the complaint to the building principal who shall inform the teacher of the complaint.

B. All Complaints

1. No complaint shall be recorded, restated, or used as the basis for any personnel decision without first identifying the source substantiating the complaint, and providing the teacher with the right to confront the accuser.

2. As a result of any complaint against a teacher, no teacher shall take any reprisal against a student or class that may have been directly or indirectly involved in the complaint against that teacher.

ARTICLE XXI - LEGAL PROCEEDINGS AND INCIDENT REPORTS

A. Should there be any claim of liability damages against any members of the bargaining unit, excluding a civil action or proceeding that is commenced by or on behalf of the Board, said teacher may employ his/her own co-counsel, at the teacher's cost, to defend his/her interests. Said teacher and his/her counsel shall cooperate with the Board and its counsel in any defense to all claims of liability.

B. There will be no media release and/or other publicity by the Board regarding any liability suit involving a teacher unless the teacher is notified in advance and is provided opportunity for input, except in actions or proceedings initiated by or on behalf of the Board.

C. In matters where an incident report is to be filed by a teacher, such oral and/or written report shall be completed and provided to the appropriate administrator before the close of the next work day of the incident giving rise to the report.

D. The Board shall not enter into any consent judgment or settlement of claim unless the teacher has had input in this decision.

E. Pleadings relating to any liability lawsuit will not be maintained in the teacher's personnel file.

F. The Board will meet its statutory obligation to defend teachers in a fiscally responsible manner by whatever means it determines to be in the best interest of the school District, giving consideration how to best protect the general funds of the District at the lowest cost to the District. The Board intends to meet this obligation as dictated by Chapter 2744 of the Ohio Revised Code by purchasing liability insurance in the maximum amount of coverage available, until such point in time as other alternatives become feasible. This subsection (F) is not subject to the Grievance Procedure in Article VIII of this Agreement.

ARTICLE XXII - RETIREMENT OF PROFESSIONAL STAFF MEMBERS

A. Eligibility for severance pay shall be defined as qualifying for retirement benefits from the State Teachers Retirement System providing the teacher has had five (5) years of consecutive teaching experience in the Cuyahoga Heights Schools. Time on approved leave or recall from a reduction-in-force suspension does not interrupt consecutive service for severance pay.

B. When eligibility for severance pay has been established, the teacher will be paid 30% of accumulated sick leave to his/her credit as of his/her last day of service, to a maximum severance pay of **77 days 2024-2025, 78 days 2025-2026, and 79 days 2026-2027**~~.~~ days. Payment will be computed on the teacher's daily rate of pay in the last year of service, exclusive of supplemental pay. Payment will be made within one hundred and twenty (120) days from their last month of service, within the calendar year of retirement.

C. Payment of severance pay benefit will be paid to the Estate of the teacher in the event of his/her death, providing the teacher has five (5) or more consecutive years of service in the employment of the Board.

D. Payment for sick leave on this basis shall eliminate all sick leave credit accrued to the teacher at that time. Such payment shall be made only once to any teacher.

E. Severance Special Pay Deferral Plan:

1. Notwithstanding anything in this Agreement or Board policy to the contrary, the Board shall adopt a Tax Deferred 403(b) Severance Special Pay Plan.

   The terms of the 403 (b) Special Pay Plan shall include:

   a. Participation in the 403 (b) Plan shall be mandatory for any bargaining unit member actively employed on or after December 15, 2004, who would be entitled to severance pay under Article XXII, Retirement of Professional Staff Members.

   b. An employer contribution shall be made on the behalf of the retiring teacher under the 403(b) Special Pay Plan in the amount equal to the lesser of:

      (i) The total amount of the Participant's severance pay in accordance with Article XXII.

      (ii) The maximum contribution amount allowable under the terms of the 403(b) plan.

   c. The required contribution to the 403(b) Special Pay Plan shall be made within the timeframe described in Article XXII regarding the payment of severance and or retirement pay.

   d. To the extent that a bargaining unit member's severance pay exceeds the maximum amount allowable under the 403(b) Special Pay Plan, the excess amount shall be payable as an employer contribution to a 457 Plan if applicable. If there is a remaining excess, it shall be paid in cash to the retiring bargaining unit member.

   e. A bargaining unit member who is a participant in the 403(b) Special Pay Plan shall complete a sponsor enrollment package; and unless and until a bargaining unit member does so, no contribution of severance pay shall be made to the Plan on behalf of the bargaining unit member.

   f. If a bargaining unit member is entitled to have a contribution paid to the 403(B) Special Pay Plan and dies prior to such contribution being paid to the Plan, the contribution shall be paid to the Beneficiary of the bargaining unit member in accordance with the terms of the Plan.

   g. The Plan year shall be July 2nd through July 1st. The first Plan year was July 2, 2004 through July 1, 2005.

   h. After adoption of the Plan, any administrative fees shall be borne by the 403(b) Special Pay Plan participants.

2. All contributions to the Plan, all deferrals to a TSA, and all check payments to bargaining unit members, shall be subject to reduction for any tax withholding or other withholding that the Treasurer, in his/her sole discretion, determines is required by law. Neither the board nor the Association guarantee any tax results associated with the Plan, deferrals to a TSA or check payments made to a teacher.

3. If for any reason the statute and /or rules and regulations pertaining to 403(b) plans should change so as to cause potential harm to members of the CHAT, the Board and the Association agree to immediately bargain the effects of such changes.

ARTICLE XXIII - WELLNESS PROGRAM

A. If available, staff may use the school's facilities (gymnasium, pool, stadium area) for physical conditioning activities before and after the regular work day at no cost to the Board.

B. A Wellness Committee shall be established.

1. This Committee shall consist of three (3) CHAT members, appointed by the CHAT President, three (3) CHASE members, appointed by the CHASE President, and three (3) administrative members, appointed by the Superintendent.

2. This Wellness Committee shall develop a District-wide wellness program that may include the concept of a wellness rewards system.

C. The Board will not be responsible for any injuries sustained by a teacher or damage or loss of a teacher's property while using the school facilities. All participants must complete a waiver/release form prior to using an athletic facility.

ARTICLE XXIV - CHRONIC COMMUNICABLE DISEASES
[RESERVED FOR FUTURE USE] To be developed by a CHAT/Admin Committee

ARTICLE XXV - USE OF TOBACCO PRODUCTS

A. No teacher shall smoke, vape or use tobacco products in any District building or in any District vehicle while under the scope of employment.

B. Any violation of this Article shall subject the offending teacher to appropriate discipline.

1. First offense - verbal reprimand with a recommendation to a smoking cessation program
2. Second offense - suspension without pay for one (1) day
3. Third offense - suspension without pay for five (5) days
4. Fourth offense - termination in accordance with Ohio Revised Code 3319.16

C. The Board and CHAT will cooperate in attempting to provide information on smoking cessation programs as requested by staff.

ARTICLE XXVI - OPERATION OF SALARY SCHEDULE AND PAYROLL PRACTICES

A. Pay Schedule

1. Teacher salaries will be paid bi-weekly, in twenty-six (26) equal installments beginning with the 2nd pay day in September except in those years when the calendar dictates the necessity to make an adjustment to accommodate the first pay of the contract. In such a contract year, and/or for any new teacher hired to the District, teachers will be offered the option of receiving their salary in twenty-seven (27) pays or skipping a pay and continuing with twenty-six (26) pays. With either option, payment of salaries will revert to the normal twenty-six (26) equal installments in the next contract year. Direct deposit notices will be available at 9:00 A.M. each payday.

   Direct deposit is mandatory for each teacher.

2. Payment of salary earned under coaching duties will be made in two (2) installments.

   a. The first installment for all coaches in each sport will be made as follows: Fall Sports - first pay day in September; Winter Sports - second pay day in December; Spring Sports - first pay day in April. When the coach receives a bi-weekly paycheck, the coach's pay will be paid on the same check.

   b. The second installment for all coaches will be made on an individual basis following the completion and submission of a uniform and equipment inventory to the Athletic Director/Supervisor The Athletic Director/Supervisor shall send written authorization for payment to the Board Treasurer. When the coach receives a bi-weekly paycheck, the coach's pay will be paid on the same check.

3. In those instances of a supplemental contract for assignment throughout the school year, payment will be made in two (2) equal installments payable the second pay day in January and the second pay day in June with the regular bi-weekly paycheck.

4. In those instances of a supplemental contract for a limited period of time during the school year, payment will be made on the payroll following the advisor's completion of the Student Activity Supplemental Contract Completion Form (Appendix D1, D2).

5. Period Substitution

   a. A teacher must follow the established guidelines/process when ~~a~~ period substitute is needed.

   b. For all teachers:

      1. Each teacher will be in an "on-call" period substitution rotation schedule for only one (1) period of the day for one day at a time unless the teacher opts to be "on call" for more than one (1) period per day. Any part-time teacher who is employed less than one full school year will not be placed in the "on-call" period substitution rotation.

      2. There will be two "on-call" rotation schedules: a pre-kindergarten through fifth grade "on-call" rotation schedule and a sixth grade through twelfth grade "on-call" rotation schedule. The principals shall determine on which rotation schedule a traveling teacher shall be placed, and this determination shall be made on a semester basis.

      3. Each teacher shall be asked his/her preference regarding which period he/she would be "on call". However, the principal shall ultimately determine which specific period each teacher shall be "on call", and said determinations shall be made in an attempt to have the same number of teachers available for period substitution each period. If two or more teachers have indicated they would like to be "on call" during the same period, and the request of each teacher cannot be honored due to the teacher availability per period

issue, the teacher(s) with the least seniority shall be moved to "on call" status during his/her or their other preparation period. Although the principal shall determine which specific period "on-call" rotation schedule each teacher shall be placed, the teachers who are in the "on-call" rotation for a specific period shall submit a schedule to the building principal that lists which days of the school year each teacher is "on call."

4. The teacher who is doing the period substitution may modify the provided lesson plan if he/she has either safety or liability concerns.

5. Each teacher is required to have on file with his/her building principal one (1) emergency "stand alone" lesson plan.

6. The period substitution rate shall be .00065 of the BA base salary per class period covered. A class period is defined as a period of time between forty (40) and fifty (50) minutes.

7. If a period substitution at the elementary level exceeds fifty (50) minutes in length, the period substitution amount shall be pro-rated using forty-five (45) minutes as the time for one class period (e.g., if the period substitution is for sixty (60) minutes, the teacher receives the compensation of 60/45 or 1.33 multiplied by the period substitution rate.) If the grade level teachers decide to divide the absent teacher's students among themselves in accordance with the elementary period substitute options, the receiving teachers shall equally split the period substitution(s) amount.

8. **By mutual agreement between CHAT, the administration and the affected teacher, a teacher may voluntarily agree to be assigned for their period substitution to cover any duty (lunch duty, recess duty, student supervision, etc.) that falls under regular CHAT duties and responsibilities as defined in this agreement. Such assignment shall be paid at the regular period substitution rate. When the Administration desires to make such assignments, the CHAT President shall be notified.**

9. **No teacher shall be assigned period substitution for any duty or other work assignment that is not regular CHAT work as defined by this agreement.**

c. Procedure for High School/Middle School Period Substitution:

1. When a teacher is "on-call", it is expected that the teacher will assume the period substitution responsibilities for that period for that day. If the "on-call" teacher is absent, and/or more than one period substitute is needed during the "on-call" teacher's assigned period, the next teacher scheduled to be "on-call" for that period will have to assume the period substitution.

2. However, each "on-call" teacher has the right to recruit other teachers who have a preparation period during that same period to assume the "on-call" teacher's period substitution responsibilities and be paid the appropriate period substitution rate.

3. In recruiting other teachers to take over his/her period substitution responsibilities, the "on-call" teacher must ask teachers in the following order: (1) CHAT bargaining unit members, (2) county employees, (3) day-to-day substitutes.

4. An appeal may be made by the teacher to the principal about being "on call" during a certain period/day. If the principal determines that the teacher's reason not to be "on call" for that period/day is legitimate, the principal may mandate the second person on the "on call" list for that period/day to be the substitute during that period/day. The newly-mandated "on call" teacher has the right to recruit as found in 3. immediately above.

5. If the "on-call" teacher is absent, and/or more than one period substitute is needed during the "on-call" teacher's assigned period, the next teacher scheduled to be "on-call" for that period will have to assume the period substitution.

6. If a period substitute is needed and the "on-call" rotation for that period has been

exhausted, the period substitution shall first be offered to CHAT bargaining unit members who have a preparation period at that time but are not in the "on call" rotation. These CHAT bargaining unit members may refuse the period substitution. If the period substitution is refused by all CHAT bargaining unit members who have a preparation period during that time, the period substitution may be offered to county employees and/or day-to-day substitutes.

7. If, and only as a last resort because of substitute unavailability (including substitute unavailability for county employees who issue student grades), three (3) or more students are placed into another class or six (6) or more students are placed into a teacher's study hall, the teacher of that class or study hall shall be compensated at the period substitution rate. If, and only as a last resort due to substitute unavailability, a class is split and put into several classes and/or a teacher's study hall, the receiving teachers shall equally split the period substitution amount.

8. Homeroom coverage does not qualify for period substitution compensation.

d. Procedure for Elementary Period Substitution

Teachers at the elementary level may choose one of two options:

1. Option One

a. Elementary teachers may follow the procedure outlined for the Middle School/High School numbers 1-6.

b. Splitting classes or period subbing for specials is not considered a “last resort”.

c. Homeroom coverage is considered instructional time and will qualify for period substitution compensation.

2. Option Two

a. At the elementary level only (pre-kindergarten through fifth grade), if a substitute teacher is not available, the grade level teachers may choose to divide the absent teacher's students among themselves and this process is not considered to be the “last resort”. If a period substitute still cannot be found, the period substitution can then be assigned to a CHAT bargaining unit member. In the event that grade level teachers do not choose to divide the classes, the period substitution procedure (Option 1) must be followed.

b. At the elementary level only (pre-kindergarten through fifth grade), if a specials substitute is not available, the grade level teachers may choose to receive period substitute compensation for retaining their own students rather than following the rotation.

In the event that grade level teachers do not choose to period sub for the specials teacher, the period substitution procedure (Option 1) must be followed.

c. Homeroom coverage is considered instructional time and will qualify for period substitution compensation.

B. Advancement on Salary Schedule

Advancement to BA + 18 column shall be on the basis of all post-baccalaureate degree hours earned providing the hours are earned from an accredited school. Advancement to the MA + 18 column shall be on the same basis or from a specific skill training center. Official documentation must be presented to the Superintendent by October 15th for advancement on the salary schedule that year.

C. Career Increment

A career increment of **$600** will be added to the teacher's salary and paid each year starting at the 16th year at Cuyahoga Heights Schools. An additional **$700** will be added to the teacher's salary starting at the 21st year at Cuyahoga Heights Schools, with an additional **$750** added to the teacher's salary at the 26th year and an additional **$1000** added to the teacher's salary starting at the 30th year.

D. Prorated Schedule

Salaries are to be prorated according to hours worked.

E. Extended Time

If any teacher is authorized to work beyond the number of contract days set forth in the regular teaching contract, he/she shall be compensated at his/her employment contract per diem rate, according to the amount of time worked, excluding supplemental contracts. This provision shall not include any task covered under an existing supplemental contract.

F. Merit Incentive for Attendance

1. Each full-time teacher who has used no sick leave during the school year shall receive a merit incentive for attendance payment of $150 per semester ($300 for the entire year). The first semester amount shall be paid in the second pay date in February. The second semester amount shall be paid the second pay date in July.

2. If a teacher uses sick leave on the day of an injury/accident that occurred at work, it shall not count as sick leave for purposes of this Article.

G. Base Salary Amounts

2.25% base salary increase 2024-2025
2.25% base salary increase 2025-2026
2.25% base salary increase 2026-2027

Base salary amounts to be added

ARTICLE XXVII - PROFESSIONAL IMPROVEMENT

A. Both CHAT and the Board encourage all teachers to take advantage of the professional development opportunities contained in this Article.

B. Tuition Program

1. The Board will reimburse teachers at the rate of $225 per semester credit hour up to a maximum of 36 hours. These hours must be taken from an accredited college of education and shall be courses in the teacher's subject area, courses that relate to the teacher's assignment, technology courses or a specific graduate education degree program in which the teacher is enrolled. The teacher shall submit the application (Tuition Program, Appendix I) to the Superintendent for his/her signature, and this application should be submitted before the course is taken.

2. Tuition and laboratory fees will be reimbursed to teachers upon satisfactory completion of any course work that has been required by the Superintendent and approved by the Board. Qualification under this provision excludes payment under paragraph "1" above.

3. Teachers of skill subjects (Business Education, Health, Physical Education, Family Living and Consumer Science, Industrial Technology, Music, Art, etc.) shall be given credit on the salary schedule for specific skill training. Thirty (30) clock hours shall equal three (3) semester hours of such credit. This type of credit shall not exceed eighteen (18) semester hours for salary credit. Such credit shall make the teacher eligible for advancement on the salary schedule, only after the Master's Degree has been earned. These skill training courses are subject to the Superintendent's approval.

4. Reimbursement will be made within thirty (30) days of presentation to the Board Treasurer of the official transcript, original grade card, or an Internet printout of grade(s) and proof of payment.

C. Professional Leave Reimbursement

1. In the case of each Board-approved professional leave, the teacher will be reimbursed for those Board-approved actual expenses for registration fees, lodging, meals, transportation, conference materials (upon presentation of receipts), up to a maximum of $900 per teacher, plus any additional amounts available for that teacher's professional improvement earned pursuant to Article XVI. Car mileage will be compensated at the IRS rate.

2. The amount available for each new teacher in C 1. above shall be $300.00 per contract year. This amount may not be rolled over from negotiated agreement to the next negotiated agreement but the teacher may combine multiple stipends during the term of the negotiated agreement. However, any combinations of academic and/or supplemental stipends must be related to the SUBJECT of the professional leave. Professional Leave Reimbursement funds may not be transferred from one teacher to another.

3. Upon written request, the Superintendent may approve prepayment of registration fees (over $100) and airfare when the following documents are attached to the "Application for Professional Conference": a) a completed registration form; b) verification of cost for airfare; and c) a completed/signed requisition for each prepayment (a teacher can be reimbursed with documentation of payment), provided the teacher assumes the responsibility and liability of reimbursing the Board in the event the teacher does not attend the conference, and the conference was not cancelled.

4. Professional improvement conferences will be restricted to the continental United States and its contiguous countries, unless otherwise approved by the Superintendent.

5. In the case of each Board-approved professional leave, the teacher will be reimbursed for those Board-approved actual expenses for registration fees, lodging, meals, transportation, conference materials (upon proof of receipts), up to a maximum of $250 per year per each supplemental contract. Car mileage will be compensated at the IRS rate.

D. Teacher Excellence Program

1. Purpose:

The purpose of the Teacher Excellence Program is to improve the instructional proficiency of the Cuyahoga Heights Schools staff by providing a means (module) to encourage coursework beyond the Master's degree. (Appendix I)

2. Definition:

A module shall be defined as two semester hours or three quarter hours of approved graduate or undergraduate coursework completed after an employee has earned a Master's degree. All courses must be taken in conjunction with an accredited college or university and pre-approved within the guidelines as stipulated in the Tuition Program.

3. Reimbursement:

a. The Board shall reimburse an employee for each successfully completed module (two semester or three quarter hours, beyond the Master's degree earned). The reimbursement will be calculated by multiplying one hundredth (.01) times BA step 1 in effect at the beginning of the school year in which the module is successfully completed by the employee. The module reimbursement is not accumulative.

b. Thirty (30) clock hours of in-service in a Board-sponsored staff development program (outside school hours) is a module equivalent.

c. Reimbursement payment will be made within thirty (30) days of presentation to the Board Treasurer of the official transcript or original grade card or an Internet printout of grade(s) and proof of payment.

E. Any money that would be paid to the District, which overlaps contracted school work days, for services rendered by bargaining unit members as an AP exam reader, ODE test developer, or test grader, would go to the individual teacher to be used in accordance with the Superintendents' approved professional development, materials purchase, other approved professional development opportunities or student assistance fund (scholarship).

ARTICLE XXVIII - PAYROLL DEDUCTIONS

A. Professional Dues Deductions

The United Education Profession dues (CHAT, NEOEA, OEA, NEA and UniServ) shall be deducted from the regular teacher's paycheck subject to the following factors:

1. Completed and signed enrollment forms must be presented to the Board Treasurer by the CHAT Treasurer within three (3) days after the enrollment period ends. The enrollment period for the United Education Profession membership will be September 1-30. Except for new regular employees, no others will be eligible for dues deduction after that date. Teachers employed after September 30th of any school year who elect for payroll deduction, shall have their dues deducted in even installments from the remaining paychecks that will coincide with the dues deducted for other teachers. The CHAT Treasurer shall inform the Board Treasurer of the total amount to be deducted for teachers who are employed after September 30th.

2. Dues deduction shall begin with the first pay in November and continue in equal installments on the first and second pay of each month through August (20 pays). The Board shall withhold the balance of any dues from the final paycheck of anyone who resigns, retires, takes leave or is terminated.

3. The Board Treasurer shall submit a monthly check in the total amount of monthly teacher deductions to the CHAT Treasurer not later than fifteen (15) days following the end of each month. Such check will be made payable to the Cuyahoga Heights Association of Teachers.

4. The Board Treasurer shall also submit a monthly listing of names and the amount deducted for each person to the CHAT Treasurer.

5. CHAT and its members shall indemnify and hold the Board harmless from any and all claims, demands, suits, or any other such actions arising from this United Education Profession deduction provision.

B. Contributions to the Emerald Group Credit Union Inc. and to the Ohio Tuition Trust Authority (529 Savings Plan) shall be authorized payroll deductions and the Board Treasurer shall remit said deduction within five (5) workdays of the deduction.

C. Contributions to a tax-sheltered annuity plan or account (403b plan and/or 457 account) shall be an authorized payroll deduction and the Board Treasurer shall remit said deduction within five (5) workdays of the deduction. A teacher may participate in no more than two (2) tax-sheltered annuity plans and/or 457 accounts. Enrollment in a tax-sheltered annuity 403 (b) or 457 account can occur only at October 1st unless the participant has a qualifying event defined by the IRS such as a new employee or change of marital status. The participant can direct the Treasurer's Office to make edits (changes in the withholding amount) to existing accounts which will be applied to the employee's account in the most feasible payroll process cycle. A total exit of the plan will require re-entry at October 1st unless there is a qualifying event. The Board Treasurer shall be notified of such enrollment or revisions by receipt of properly signed forms prior to the 20th day of the preceding month. Annuities (403b plans and 457 accounts) may be cancelled at any time with written notification to the Board Treasurer.

D. Fund for Children and Public Education (FCPE) Teachers may elect to contribute through payroll deductions to political organizations and parties and nonpartisan issues in accordance with Ohio Revised Code 3313.262. The enrollment period for FCPE contributions shall be September 1st through September 30th. Deductions shall begin with the first pay in November and continue in equal installments on the first and second pay of each month through August (20 pays).

E. United Way Teachers may elect to contribute through payroll deduction to United Way. The enrollment period for United Way contributions shall be September 15th through October 15th. Deductions shall begin with the first pay in November and continue in equal installments on the first and second pay of each month through August (20 pays).

ARTICLE XXIX - BOARD "PICK-UP" OF TEACHER RETIREMENT CONTRIBUTION

A. The Board will implement the "pick-up" of the teacher required contributions of the State Teachers Retirement System (STRS) and the Treasurer is hereby authorized to contribute to STRS, in addition to the Board's required employer contribution, an amount equal to each teacher's contribution to STRS in lieu of payment to such teacher, and that such amount contributed by the Board on behalf of the teacher shall be treated as deferred salary from the contract salary otherwise payable to such teacher in cash.

B. The Treasurer is also directed to prepare and distribute an addendum to each teacher's contract which states (1) that the teacher's contract salary is being restated as consisting of (a) a cash salary component, and (b) a "pick-up" component, which is equal to the amount of the teacher contribution being "picked-up" by the Board on behalf of the teacher; (2) that the Board will contribute to STRS an amount equal to the teachers required contribution to STRS for the account of each teacher; and (3) that sick leave, severance, appropriate supplemental, and extended service pay shall be calculated upon both the cash salary component and "pick-up" component of the teacher's restated salary.

C. The Board's total combined expenditures for teachers' total contract salaries payable pursuant hereto (including pick-up amounts), and its employer contribution to STRS shall not be greater than the amounts it would have paid for those items had this resolution not been in effect. The STRS employee contribution as of current law is 14% of the gross wage.

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

E. This procedure is a salary reduction/salary restatement procedure and is not a purchase of the employee retirement contribution by the Board.

ARTICLE XXX - FRINGE BENEFITS

A. Premiums

1. **Full-time b**argaining unit members, through payroll deduction, will pay fifteen percent (15%) of the cost of monthly of **all plans** provided through the Suburban Health Consortium **and other approved providers**. All employee contributions are pretax via the Section 125 plan.

2. Premiums for benefits provided to part-time teachers will be paid on a prorated basis in accordance with the hours worked. That portion of premiums for such benefits that becomes the obligation of the part-time teacher, including amounts identified in paragraph A (1) of this section, shall be deducted from the salary of such teacher on a monthly basis. The part-time teacher shall be required to submit all necessary forms to the Board Treasurer indicating coverage desired and acknowledgment of payroll deductions for that portion of premiums not paid by the Board.

B. Duplicate Benefit Coverage

1. The Board will provide as a fringe benefit coverage as described herein.

2. In the event that the teacher and the teacher's dependents are covered by a policy from another source and that coverage is equal to or superior to the coverage provided by the Board purchased plan, the teacher will not be eligible for dependent coverage at Cuyahoga Heights Schools. The benefit provided in this case will be limited to single coverage and no coverage of dependents will be provided.

3. If at any time the teacher's second benefit coverage for dependents is lost or reduced, the Board will again assume the responsibility for dependent coverage immediately.

4. If there is any question as to the equitability of coverage, then the teacher and the Superintendent will meet in order to arrive at a mutually acceptable solution.

5. A teacher who chooses not to receive the family insurance package will receive a maximum of $1750 on the final pay period following the completion of that premium year and a teacher who chooses not to receive the single insurance package will receive a maximum of $875 on the final pay period following the completion of that premium year. A teacher may also opt not to receive part of the family or single insurance package. If the teacher opts not to take part of the family insurance package, he/she shall receive the following compensation in the final pay period following the completion of the premium year: $1350 for electing not to take hospitalization/major medical coverage; $150 for electing not to take dental coverage; $200 for electing not to take prescription drug coverage; and $50 for electing not to take vision coverage. If the teacher opts not to take part of the single insurance package, he/she shall receive the following compensation in the final pay period following the completion of the premium year: $675 for electing not to take hospitalization/major medical coverage; $75 for electing not to take dental coverage; $100 for electing not to take prescription drug coverage; and $25 for electing not to take vision coverage. The teacher may rejoin the group effective the first day of the next month without a waiting period and there shall not be any pre-existing condition exclusion.

C. Coverages

1. The Board will provide health care fringe benefits, in addition to life insurance, as fully described in Appendix “K”.

2. Coverage shall be on the terms specified by the carriers selected by the Board. **providing that benefits are not diminished.**

D. CHAT shall have input into the selection of a carrier with the Board making the final decision.

E. Premium Increases

With cooperation of CHAT/OEA/NEA, a Health Cost Containment committee will be created. Representation on the committee will be limited to two (2) CHAT members of their own choosing, their OEA representative, two (2) representatives from the Board of their own choosing, the CHSD Treasurer, and representatives from CHASE. Meetings will be scheduled at mutually agreeable times. The purpose of this committee is to examine ways of cost containment regarding Health Benefits cost increases to the district. The nature of the committee is advisory. This committee will not act as a formal bargaining venue. Any recommendations made by the committee as a whole may be brought to each constituency for consideration, and any proposed changes to the contract in regards to Health Benefits is subject to ratification by both parties.

F. Working Spouse Exclusion

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

This 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 his/her employer's group health insurance coverage and/or prescription drug insurance coverage. This requirement also does not apply to any spouse who is a retiree under a public retirement plan and enrolled in Medicare coverage.

Upon the spouse's enrollment in any such employer (or public retirement plan) sponsored group insurance coverage, that coverage will become the primary payer of benefits and the coverage sponsored by the Board of Education will become the secondary payer of benefits.

Any spouse who fails to enroll in any group insurance coverage sponsored by his/her employer or any public retirement plan, as required by this Section, shall be ineligible for benefits under such group insurance coverage sponsored by the Board of Education.

Every employee whose spouse participates in the Board of Education's group health insurance coverage and/or prescription drug insurance coverage shall complete and submit to the Board of Education, 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 or any public retirement plan (See Appendix K). 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 coverages sponsored by the Board of Education. Additional documentation may be required.

If an employee submits false information or fails to timely advise the Plan of a change in his/her spouse's eligibility for employer (or public retirement plan) sponsored group health insurance and/or prescription drug insurance, and such false information or such failure by results in the Plan providing benefits to which the employee's spouse is not entitled, the employee will be personally liable to the Plan for reimbursement of benefits and expenses, including attorneys' fees and costs, incurred by the Plan. Any amount to be reimbursed by the offending employee may be deducted from the benefits to which the employee would otherwise be entitled. In addition, the employee's spouse will be terminated immediately from group health insurance and/or prescription drug insurance coverage under the Plan. If an employee submits false information, he/she may be subject to disciplinary action up to and including termination of employment.

G. "HSA Plan" High Deductible Health Plan ("HDHP") with a Health Savings Account ("HSA")

1. **Eligible employees shall have the option of participating in a high deductible health plan ("HDHP") with a health savings account ("HSA"). An eligible employee selecting the HDHP with an HSA shall pay fifteen percent (15%) of the total premium cost as the employee contribution for this plan (single or family coverage). The deductible for the HDHP with a HSA will be no less than the IRS minimum annual deductible to qualify as an HDHP. This means that the deductible for the HDHP may be increased as necessary to comply with applicable law and regulations.**

2. **The HDHP shall be combined with a HSA with a Board-selected HSA administrator, and all such HSAs shall be made available in accordance with applicable HSA law and regulation. Covered employees (those eligible employees who select HSA Plan) who enroll may utilize the HSA in accordance with applicable law and regulation. At the employee's discretion, covered employees may make contributions to an HSA, up to the limit provided by law and regulation, by payroll deduction in accordance with rules established by the Treasurer's Office. HSA contributions limits are set annually by the IRS, and 2024 limits are $4,150 for single only coverage and $8,300 for family coverage (totals include what the Board also contributes). Those aged**

fifty-five (55) and older may contribute an additional $1,000 as a catch up contribution. These limits are subject to change under applicable rules and regulations. Additionally, the employee must be employed on the date of the distribution.

3. **On behalf of each covered employee the Board will contribute ("employer contribution") seventy percent (70%) of the applicable In-Network calendar year deductible.**

   (i.e. if 2024 HSA In-Network calendar year deductible for single coverage is $3,200 then $3,200 x 70% = $2,240 employer contribution)
   (i.e. if 2024 HSA In-Network calendar year deductible for family coverage is $6,400 then $6,400 x 70% = $4,480 employer contribution)

2. **The employer contributions will occur as follows: 100% January 1st, or first work day after January 1.**

   (i.e. 2024 employer contribution for single coverage of $2,240 = $1,120 January 1st, $560 March 1st, $560 June 1st)
   (i.e. 2024 employer contribution for family coverage of $4,480 = $2,240 January 1st, $1,120 March 1st, $1,120 June 1st)

5. **The employer contributions will be pro-rated for full & part-time employees. The pro-ration is according to hours worked. Full-time employees receive the full amount. Part-time employees enrolled in the single coverage receive $200 less for each category of hours worked. Part-time employees enrolled in the family coverage receive $400 less for each category of hours worked. And an employee who changes hours would have their pro-ration adjusted accordingly.**

   (i.e. 7-8 hrs/day or 35-40 hrs/week = 2024 HSA employer contribution $2,240 single coverage / $4,480 family coverage)
   (i.e. 6-6.9 hrs/day or 30-34.9 hrs/week = 2024 HSA employer contribution $2,040 single coverage / $4,080 family coverage)
   (i.e. 5-5.9 hrs/day or 25-29.9 hrs/week = 2024 HSA employer contribution $1,840 single coverage / $3,680 family coverage)
   (i.e. 4-4.9 hrs/day or 20-24.9 hrs/week = 2024 HSA employer contribution $1,640 single coverage / $3,280 family coverage)

6. **The HSA Plan year will run January 1 - December 31. HSA contributions are based upon a calendar year starting January 1st. The Open Enrollment Period will occur annually October 1 – October 15. A qualifying life event or change in an employee's situation (i.e. getting married, having a baby or adopting a child, new hire, etc.) that makes an employee eligible for a Special Enrollment Period, will allow the employee to enroll in health insurance outside the annual Open Enrollment Period. Additionally, there are some instances when an employee would enroll in HSA Plan and start contributing to their account mid-year, in these cases, contributions will be pro-rated based on the number of months you are HSA eligible.**

   (i.e. a new hire becomes eligible nine months of that calendar year, would be eligible for 9/12 or 75% of the employer contribution)

7. **It is the desire of the Board to maintain HSA Plan that is cost effective. And it is the desire of the Board to monitor on an annual basis, that the HSA Plan remains cost effective. If at such time the HSA Plan becomes cost ineffective, all parties (Board, CHAT) agree to examine ways to become cost effective.**

ARTICLE XXXI – **SUPPLEMENTAL PAY SCHEDULE**

PERCENT OF BASE SALARY at **BA-2** TO BE PAID

ATHLETICS

Experience*	**1-3 years**	**4-7 years**	**8-10 years**	**11+ years**
1. Faculty Manager				
Boys/Girls Fall Sports	.100	.115	.130	.145
Boys/Girls Winter Sports	.100	.115	.130	.145
Boys/Girls Spring Sports	.100	.115	.130	.145
2. Football – Head	.150	.160	.170	.180
Football – Assistant	.090	.105	.120	.135
3. Boys Basketball – Head	.150	.160	.170	.180
Boys Basketball – Assistant	.090	.105	.120	.135
4. Girls Basketball – Head	.150	.160	.170	.180
Girls Basketball – Assistant	.090	.105	.120	.135
5. Baseball – Head	.150	.160	.170	.180
Baseball – Assistant	.090	.105	.120	.135
6. Wrestling – Head	.150	.160	.170	.180
Wrestling – Assistant	.090	.105	.120	.135
Wrestling – Statistician/Scorer/Assistant	.090	.105	.120	.135
7. Volleyball – Head	.150	.160	.170	.180
Volleyball – Assistant	.090	.105	.120	.135
8. Softball – Head	.150	.160	.170	.180
Softball – Assistant	.090	.105	.120	.135
9. Gymnastics – Head	.150	.160	.170	.180
Gymnastics – Assistant	.090	.105	.120	.135
10. Track – Head (Boys and Girls)	.170	.180	.190	.200
Track – Assistant	.090	.105	.120	.135
11. Cross Country – Head (Boys and Girls)	.150	.160	.170	.180
Cross Country – Assistant	.090	.105	.120	.135
12. Girls Golf – Head	.150	.160	.170	.180
Girls Golf – Assistant	**.090**	**.105**	**.120**	**.135**
Boys Golf – Head	.150	.160	.170	.180
Boys Golf – Assistant	.090	.105	.120	.135
13. Girls Soccer – Head	.150	.160	.170	.180
Girls Soccer – Assistant	.090	.105	.120	.135
Boys Soccer – Head	.150	.160	.170	.180
Boys Soccer – Assistant	.090	.105	.120	.135

ATHLETICS, continued

Experience*	**1-3 years**	**4-7 years**	**8-10 years**	**11+ years**
14. Swimming – Head (Boys and Girls)	.150	.160	.170	.180
Swimming – Assistant	.090	.105	.120	.135
15. Indoor Track – Head (Boys and Girls)	.075	.085	.095	.105
16. Bowling Coach – Head (Boys and Girls)	.150	.160	.170	.180
Bowling Assistant Coach	.090	.105	.120	.135

17. Scorer

High School Boys Basketball (JV/Var)	.00194 per JV/Var combined contest
High School Girls Basketball (JV/Var)	.00194 per JV/Var combined contest
High School Track – home meets only (MS/HS)	.00264 per meet
High School Wrestling (JV/Var)	.00194 per JV/Var combined contest
High School Volleyball (JV/Var)	.00194 per JV/Var combined contest
High School Girls Soccer	.00194 per contest
High School Boys Soccer	.00194 per contest
Freshman Basketball	$30 per contest
Middle School Football/Basketball/Volleyball	$30 per contest (combined 7th/8th)

18. Scoreboard Operator

High School Boys Basketball**	.00176 per JV/Var combined contest
High School Girls Basketball**	.00176 per JV/Var combined contest
High School Football**	.00176 per Var contest
High School Volleyball	.00176 per JV/Var combined contest
High School Football – JV	$30 per contest

19. Announcer

Varsity Football	.00176 per football game
Varsity Boys/Girls Basketball	.00176 per contest
Major Track Meets (3)	.00176 per track meet
High School Soccer Scoreboard/Announcer**	.00176 per contest

*For placement on the Supplemental Pay Schedule, years of experience are determined by either the years of experience in a specific athletic or co-curricular supplemental or by the equivalent of three years teaching experience equal to one year of supplemental experience, whichever of the two computations is greater.

**One scrimmage/preview, if requested by head coach or preview (Girls/Boys)

Clarifications

A. Vacation pay: Coaches – coaching during vacations and the Friday after Thanksgiving shall be paid for such activities to these daily rates:

Football - $50 per day, 15 days maximum

Volleyball/Cross Country/Golf/Soccer - $25 per day, 15 days maximum

Track/Baseball/Softball - $25 per day, 5 days maximum

Basketball/Wrestling/Gymnastics/Swimming/Indoor Track/Bowling - $25 per day, 10 days maximum

Cheerleader Advisor - $25 per day, 10 days maximum

Band Director - $25 per Holiday event (Holiday Parades/Other events as approved by the

Superintendent)

C. Post Season Pay for Scorers and Scoreboard Operators

Contests that extend beyond the OHSAA contest limitations are considered post-season. The compensation to scorers and scoreboard operators are compensated at the approved OHSAA Tournament reimbursement rates.

D. Those who score or announce for tournaments will be compensated by the tournament. When there is a tournament in a particular sport, the person who normally scores or announces for that sport will be asked first to assume those responsibilities for the tournament; however, no one shall be required to be the Scorer or Announcer for a tournament.

E. If a Scoreboard Operator is called upon by his/her immediate supervisor to operate the scoreboard for any event, whether or not it is a middle school or junior varsity event, the Board shall compensate that teacher as if said event were a varsity contest.

F. "Per Contest" Definition for Scorers, Scoreboard Operators, and Announcers

"Per contest" means the equivalent of three (3) hours. Should a teacher need to work a tournament and/or invitational which extends beyond the three (3) hour time commitment, he/she shall be paid proportionally for the time beyond the three (3) hours (e.g., a 12-hour event is paid at four (4) times the per contest amount, a ten (10) hour event shall be compensated at 3-1/3 times the per contest amount). Documentation needs to be in the form of signed time card(s) presented to the Office of the Treasurer. The Board will not be under any obligation to pay teachers for these duties if the responsibility to compensate rests directly with the tournament director for that activity.

G. If the Varsity and Junior Varsity contests for High School Boys' Basketball, High School Girls' Basketball, High School Wrestling, and/or High School Volleyball are not on the same day, the Scorer and Scoreboard Operator will receive half of the combined contest amount for the Junior Varsity contest and half of the combined amount for the Varsity contest.

H. The Head Coach in each sport has the sole authority to recommend to the Athletic Director, the hiring of any volunteer coach. In any case, the hiring of any volunteer coach will not result in the reduction of bargaining unit members.

I. The position Wrestling-Statistician/Scorer/Assistant will be reviewed annually and will be filled only at the discretion of the Superintendent or the Board of Education. When the supplemental position Wrestling-Statistician/Scorer/Assistant is in use, the position of Scorer #16 – High School Wrestling (JV/Var) will not be filled. If this position is not in use, then the position Scorer #16 – High School Wrestling (JV/Var) will be filled.

ARTICLE XXXI – **SUPPLEMENTAL PAY SCHEDULE**, continued
PERCENT OF BASE SALARY at BA-1 TO BE PAID

CO-CURRICULAR

Experience*	**1-3 years**	**4-7 years**	**8-10 years**	**11+ years**
1. Marching Band Director	.080	.090	.100	.110
Assistant Band Director .	**.050**	**.060**	**.070**	**.080**
2. Majorette/Flag Corps Advisor	.050	.060	.070	.080
3. Cheerleading Advisor (including Clinics/Tryouts/Camps)				
Varsity/JV Basketball	.080	.090	.100	.110
Varsity/JV Football (JV Home games only)	.080	.090	.100	.110
4. Strength and Conditioning Coordinator	$10.00 per hour			
5. Yearbook Advisor (High School)	.100	.105	.110	.115
Memory Book Advisor (Middle School)	.065	.070	.070	.080
Memory Book Advisor (Elementary)	.065	.070	.070	.080
6. Newspaper Advisor				
High School	.040	.045	.050	.055
Middle School	.020	.025	.030	.035
7. Department Coordinators (High School)***				
Science	.050	.055	.060	.065
Math	.050	.055	.060	.065
Social Studies	.050	.055	.060	.065
Language Arts	.050	.055	.060	.065
*Unified Arts (6-12)	.050	.055	.060	.065
Guidance (9-12)	.050	.055	.060	.065
Special Education (9-12)	**.050**	**.055**	**.060**	**.065**

*May assign multiple supplemental contracts based on staffing; no department coordinator may represent more than 5 CHAT members (including themselves).

8. Team Leaders (Elementary School)***				
Pre-Kindergarten	.050	.055	.060	.065
Kindergarten	.050	.055	.060	.065
Grade 1	.050	.055	.060	.065
Grade 2	.050	.055	.060	.065
Grade 3	.050	.055	.060	.065
Grade 4	.050	.055	.060	.065
Grade 5	.050	.055	.060	.065
Guidance (preK-5)	.050	.055	.060.	.065
*Unified Arts (preK-5)	.050	.055	.060	.065
Special Education (preK-5)	**.050**	**.055**	**.060**	**.065**

*May assign multiple supplemental contracts based on staffing; no team leader may represent more than 5 CHAT members (including themselves).

CO-CURRICULAR, continued

Experience*	**1-3 years**	**4-7 years**	**8-10 years**	**11+years**
9. Team Leaders (Middle School)***				
Grade 6	.050	.055	.060	.065
Grade 7	.050	.055	.060	.065
Grade 8	.050	.055	.060	.065
Guidance (6-8)	.050	.055	.060	.065
Special Education	**.050**	**.055**	**.060**	**.065**
10. Artistic Play Director				
High School	.050	.060	.070	.080
Middle School	.030	.040	.050	.060
Combined MS/HS	.070	.080	.090	.100
Elementary	.030	.040	.050	.060
11. Musical Director combined MS/HS	.070	.080	090	.100
12. Play Set Construction Advisor				
High School	.040	.050	.060	.070
Middle School	.040	.050	.060	.070
13. Class Advisor				
Freshman Class	.020	.030	.040	.050
Sophomore Class	.020	.030	.040	.050
Junior (Co-Advisor – per advisor)	**.045**	**.050**	**.055**	**.060**
Senior (Co-Advisor – per advisor)	.045	.050	.055	.060
14 Student Council				
High School Advisor	.050	.060	.070	.080
Middle School Advisor	.030	.040	.050	.060
Elementary Advisor	.030	.040	.050	.060
15. Science Fair Coordinator				
Middle School	.025	.030	.035	.040
Elementary School	.025	.030	.035	.040
16. Club Sponsor				
Elementary Art	.010	.015	.020	.025
Elementary Science	.010	.015	.020	.025
Middle School Science	.010	.015	.020	.025
High School Science	.010	.015	.020	.025
Spanish	.010	.015	.020	.025
Ski Club	.010	.015	.020	.025
Chess Club	.010	.015	.020	.025
Creative Writing/Literary Magazine Sponsor	.020	.025	.030	.035
High School Art Club Advisor	.025	.030	.035	.040
High School Art Fest Advisor	.015	.020	.025	.030
Principal Initiated Club Advisor	.025	.030	.035	.040
Model UN	**.020**	**.025**	**.030**	**.035**
Mock Trial	**.020**	**.025**	**.030**	**.035**
Recycle Club	**.010**	**.015**	**.020**	**.025**
French Club	**.010**	**.015**	**.020**	**.025**
17. National Honor Society Advisor	.010	.015	.020	.025

Experience*	**1-3 years**	**4-7 years**	**8-10 years**	**11+ years**
18. National Junior Honor Society Advisor	.010	.015	.020	.025
19. Magazine Drive Coordinator	.010	.015	.020	.025
20. Jazz Band Director	.020	.025	.030	.035
21. Show Choir Director	.025	.030	.035	.040
22. Chamber Strings Director	.030	.035	.040	.045
23. Elementary Orchestra Director	.015	.020	.025	.030
24. 5th Grade Musical Director	.015	.020	.025	.030
25. Enrichment Activities Advisor				
Elementary	.030	.035	.040	.045
High School/Middle School	.030	.035	.040	.045

26. Open Gym Supervisor - .00067 of BA base salary per hour including preparation time

28. Saturday Academic Intervention Teacher - .00075 of the BA base per hour

29. Intervention Assistant Team Member - .00075 of BA base salary per hour including preparation time

30. Curriculum Writing – If a teacher agrees to write a full-year, new curriculum, that teacher shall be paid $750. If a teacher agrees to revise a full-year curriculum where there are major revisions (e.g., new standards), that teacher shall receive $500 compensation. If a teacher agrees to revise curriculum where only minor revisions need to be made, that teacher shall receive $250. Semester courses will be compensated/released at 50% of the above amounts/time.

31. Prom Promise Coordinator	.010	.015	.020	.025

32. Teacher Supervision (outside of contracted student supervision hours) .00075 of BA Base salary per hour

33. Academic Intervention .00075 of BA Base salary per hour

34. Summer School .00075 of BA Base salary per hour

35. Home Instruction .00075 of BA Base salary per hour

36. Homework Lab Instructor (AP and Science) .00075 of BA Base salary per hour (Up to a maximum of 16 hours per class)

37. Middle School/High School Study Table Supervisor/ Detention .00075 of BA Base salary per hour

38. Academic Team Advisor	.025	.030	.035	.040
39. Chess Team Advisor	.025	.030	.035	.040

Experience*	**1-3 years**	**4-7 years**	**8-10 years**	**11+years**
41. Science Olympiad Advisor (K-5)	.020	.025	.030	.035
42. Science Olympiad Advisor (6-9) (co-advisor – per advisor)	.020	.025	.030	.035
43. Educationally-Related Trip Supervision (overnight) - $50 per night				
45. District Lead Mentor	.050	.055	.060	.065
46. Coordinator for 8th Grade Class Trip	.030	.035	.040	.045
47. Senior Project Advisor	.010	.015	.020	.025
48. Saturday School Supervisor	.00075 of the base			
50. PTO Liaison	**.050**	**.055**	**.060**	**.065**

*For placement on the Supplemental Pay Schedule, years of experience are determined by either the years of experience in a specific athletic or co-curricular supplemental or by the equivalent of three years teaching experience equal to one year of supplemental experience, whichever of the two computations is greater.

***May be offered additional days of work at .00176 of the BA base salary per day to a maximum of 5 days

Clarifications

A. Experience credit for being the advisor to the National Honor Society and for being Advisor to the National Junior Honor Society shall be interchangeable.

A. Experience credit for being a Department Coordinator or Team Leader counts as experience credit regardless of the department or team (e.g., if the English Department Coordinator becomes the Foreign Language Department Coordinator, that teacher counts the experience credit as the English Department Coordinator toward the experience credit in calculating the supplemental amount for the Foreign Language Department Coordinator position). Additionally, experience credit for being a Team Leader is interchangeable with experience credit for being a Department Coordinator and vice versa (e.g., a teacher who is a Team Leader who then becomes a Department Coordinator receives experience credit as Team Leader when calculating the Department Coordinator supplemental amount).

B. A supplemental contract must be completely fulfilled in order to receive payment in full. If in the event that the person who holds a supplemental contract resigns due to a situation beyond their control, the superintendent/designee may determine that a partial or pro-rated payment may be made.

ARTICLE XXXII - CUYAHOGA HEIGHTS SCHOOLS
TEACHER INDEX AND SALARY SCHEDULE ~~2021-2024~~

RATE OF INCREASE **2.25%**

2024-2025 2.25% ON THE BASE
2025-2026 2.25% ON THE BASE
2026-2027 2.25% ON THE BASE

ARTICLE XXXII - CUYAHOGA HEIGHTS SCHOOLS

TEACHER INDEX AND SALARY SCHEDULE 2024-2025

RATE OF INCREASE 2.25%

ARTICLE XXXII - CUYAHOGA HEIGHTS SCHOOLS TEACHER INDEX AND SALARY SCHEDULE 2024-2025

STEP	BA	BA + 18	MA	MA + 18	EDS	EDD/PHD
1	$45,862	$47,622	$49,836	$52,049	$54,266	$56,482
2	$48,158	$50,213	$52,499	$54,789	$57,075	$59,358
3	$50,453	$52,806	$55,164	$57,519	$59,872	$62,230
4	$52,976	$55,403	$57,831	$60,256	$62,683	$65,109
5	$55,500	$57,997	$60,494	$62,990	$65,492	$67,988
6	$58,022	$60,592	$63,159	$65,725	$68,292	$70,862
7	$61,360	$63,928	$66,494	$69,064	$71,630	$74,198
8	$64,750	$67,319	$69,887	$72,452	$75,483	$77,586
9	$68,139	$70,704	$73,273	$75,842	$78,357	$80,927
10	$71,529	$74,093	$76,665	$79,232	$81,750	$84,314
11	$74,918	$77,487	$80,054	$82,621	$85,137	$87,706
12	$78,359	$80,927	$83,494	$86,063	$88,579	$91,146
13	$81,799	$84,316	$86,934	$89,505	$92,018	$94,590
14	$85,238	$87,809	$90,375	$92,942	$95,457	$98,027
15	$88,679	$91,249	$93,815	$96,384	$98,899	$101,466
16	$92,170	$94,738	$97,306	$99,871	$102,388	$104,956
17	$95,662	$98,229	$100,795	$103,363	$105,876	$108,394
18	$99,153	$101,724	$104,289	$106,855	$109,371	$111,888
19	$102,235	$104,805	$107,371	$109,935	$112,452	$114,968

ARTICLE XXXII - CUYAHOGA HEIGHTS SCHOOLS

TEACHER INDEX AND SALARY SCHEDULE 2025-2026

RATE OF INCREASE 2.25%

ARTICLE XXXII - CUYAHOGA HEIGHTS SCHOOLS TEACHER INDEX AND SALARY SCHEDULE 2025-2026

STEP	BA	BA + 18	MA	MA + 18	EDS	EDD/PHD
1	$46,894	$48,694	$50,958	$53,220	$55,487	$57,753
2	$49,241	$51,343	$53,681	$56,022	$58,359	$60,693
3	$51,588	$53,995	$56,405	$58,813	$61,220	$63,630
4	$54,168	$56,650	$59,133	$61,612	$64,094	$66,574
5	$56,749	$59,302	$61,856	$64,408	$66,966	$69,518
6	$59,328	$61,955	$64,580	$67,204	$69,828	$72,457
7	$62,741	$65,366	$67,990	$70,618	$73,242	$75,868
8	$66,207	$68,833	$71,460	$74,082	$77,182	$79,332
9	$69,673	$72,295	$74,921	$77,549	$80,120	$82,748
10	$73,138	$75,761	$78,390	$81,015	$83,589	$86,211
11	$76,603	$79,230	$81,855	$84,480	$87,052	$89,679
12	$80,122	$82,748	$85,373	$88,000	$90,572	$93,197
13	$83,640	$86,213	$88,890	$91,519	$94,089	$96,718
14	$87,156	$89,784	$92,408	$95,033	$97,605	$100,232
15	$90,674	$93,302	$95,925	$98,553	$101,124	$103,749
16	$94,244	$96,870	$99,496	$102,118	$104,691	$107,317
17	$97,814	$100,439	$103,063	$105,689	$108,258	$110,832
18	$101,384	$104,013	$106,635	$109,259	$111,832	$114,405
19	$104,536	$107,163	$109,787	$112,408	$114,982	$117,555

ARTICLE XXXII - CUYAHOGA HEIGHTS SCHOOLS

TEACHER INDEX AND SALARY SCHEDULE 2026-2027

RATE OF INCREASE 2.25%

ARTICLE XXXII - CUYAHOGA HEIGHTS SCHOOLS TEACHER INDEX AND SALARY SCHEDULE 2026-2027

STEP	BA	BA + 18	MA	MA + 18	EDS	EDD/PHD
1	$47,949	$49,790	$52,104	$54,418	$56,736	$59,053
2	$50,349	$52,498	$54,888	$57,282	$59,672	$62,059
3	$52,749	$55,210	$57,674	$60,136	$62,597	$65,061
4	$55,387	$57,924	$60,463	$62,998	$65,536	$68,072
5	$58,026	$60,636	$63,247	$65,857	$68,472	$71,082
6	$60,662	$63,349	$66,033	$68,716	$71,400	$74,087
7	$64,153	$66,837	$69,519	$72,207	$74,890	$77,575
8	$67,697	$70,382	$73,067	$75,749	$78,918	$81,117
9	$71,240	$73,922	$76,607	$79,293	$81,923	$84,609
10	$74,784	$77,465	$80,154	$82,838	$85,470	$88,150
11	$78,327	$81,013	$83,697	$86,381	$89,011	$91,697
12	$81,924	$84,609	$87,293	$89,980	$92,610	$95,294
13	$85,522	$88,153	$90,890	$93,579	$96,206	$98,895
14	$89,117	$91,805	$94,487	$97,171	$99,801	$102,487
15	$92,715	$95,401	$98,084	$100,770	$103,400	$106,084
16	$96,364	$99,049	$101,734	$104,416	$107,047	$109,732
17	$100,015	$102,699	$105,382	$108,067	$110,694	$113,326
18	$103,665	$106,353	$109,035	$111,717	$114,348	$116,979
19	$106,888	$109,574	$112,257	$114,937	$117,569	$120,200

ARTICLE XXXIII - LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

A. One District-wide Local Professional Development Committee (LPDC) shall be established.

B. Adequate release time shall be granted to study requests, to research programs/in-service activities, and to obtain/develop programs. If it is necessary for members of the LPDC to conduct some of their meetings/activities outside the school day and/or school year, each member shall be compensated at the hourly rate of $18.00 with a cap of $750.00 per school year. The Board will pay a stipend of $1000.00 to the Chairperson of the Committee.

C. This District-wide LPDC shall be comprised of five (5) persons. Three LPDC members shall be teachers who are selected by CHAT, one each from the elementary, middle school, and high school. Appointments will be made on a volunteer basis. Two LPDC members shall be administrators. The administrative members shall be one principal and one other person selected by the Superintendent. **CHAT shall determine the length of term for the teachers members and the superintendent shall determine the term of the administrative members.**

D. If, in the licensure process or renewal of a license, members of the bargaining unit exceed the maximum reimbursable thirty-six (36) graduate semester credit hours, said members will continue to be reimbursed at the agreed upon tuition reimbursement rate.

E. When an administrator's Professional Development Plan is being considered, the current administrators serving on the LPDC will appoint an additional administrator to the LPDC and one teacher member of the LPDC will not participate in the process.

F. No decision of the LPDC or the LPDC appeals process (any and all steps) is grievable.

ARTICLE XXXIV [RESERVED FOR FUTURE USE]

ARTICLE XXXV – RESIDENT EDUCATOR PROGRAM

A. Purpose

The purpose of the Resident Educator Program is to provide a formal program of support, including mentoring, to foster professional growth of the Resident Educator. The program is designed to enhance the teacher's skills and keep the teacher in the District. As required by the Ohio Department of Education (ODE), the Resident Educator Program is to be successfully completed prior to the issuance of a professional license to a teacher. Teachers who are new to the District, but are not Resident Educators, will also be assigned a mentor for the teacher's first year in the District.

B. Definitions

1. Resident Educator Program

   A program of support provided by the Board, pursuant to the rules adopted by the Ohio Department of Education, to meet the unique needs of a Resident Educator who holds a Resident Educator license. The Resident Educator Program is ~~two~~ **(2) academic years in length**Lead Mentor

   A Lead Mentor is a teacher assigned to coordinate the work of all Mentors to ensure support of REP-eligible teachers.

2. Mentor ~~and Facilitator~~

   A Mentor is a teacher assigned to provide professional support to a Resident Educator in conjunction with the first and second years of the Resident Educator Program.

3. Resident Educator Teacher

   A Resident Educator Teacher is a new teacher in his/her first **two** years of employment who holds a Resident Educator License and is required to complete the ODE Resident Educator Program.

4. Teacher New to the District

   A teacher who does not hold a Resident Educator License but who is in his/her first year with the District.

C. Mentors/Facilitators

1. Qualifications

   a. a current five-year professional license or eligible per Ohio Department of Education guidelines;

   b. at least five (5) years of teaching experience, of which three (3) years are in the district;

   c. recent classroom experience within the last five (5) years;

   d. successful completion of all state-sponsored mentor training including, but not limited to Instructional Mentoring and the Resident Educator-1; and

   e. commitment to adhere to the Ohio Department of Education Resident Educator Program Standards for mentors.

   f. OTES credentialed evaluator.

2. Selections

a. Application to be a Mentor/~~Facilitator~~ for the succeeding school year should be made by May 1st to the building principal on the appropriate form.

b. Acting as a Mentor/~~Facilitator~~ shall be voluntary; however, if there are not enough qualified volunteers in a given year to provide all Resident Educators with a Mentor/Facilitator, the building principal can discuss the position with other teachers for the purpose of recruiting them to volunteer.

3. Training

Mentor Teachers shall be provided with an orientation to mentoring responsibilities and ODE training in knowledge and skills necessary to perform mentoring responsibilities. The District will pay all training fees and expenses for mentors.

4. Responsibilities

a. The Mentor Teacher, in concert with the Resident Educator, shall develop a program of professional support for the Resident Educator consistent with ODE's requirements.

b. The Mentor/~~Facilitator~~ does not have a formal evaluative role. The role of the Mentor/~~Facilitator~~ is to support the growth of the Resident Educator as an instructional mentor through formative assessment tools.

5. Release Time

Each Mentor may request release days for work with her/his Mentee. This Release Time is subject to the approval of the building principal and cannot be used absent such approval.

6. Stipend

The Lead Mentor shall be paid per Article XXXI Supplemental Pay Schedule. Each Mentor Teacher assigned a First-Year Resident Educator who is required to complete the ODE Resident Educator Program shall be paid a stipend of One Thousand Dollars ($1,000).

7. Continuing Mentor/Facilitator Assignments

Each Mentor Teacher assigned a Resident Educator in the second year of the ODE Resident Educator Program shall be paid a stipend of **One Thousand Dollars ($1000).**

8. Mentoring of Non-Resident Educators

New teachers to the **D**istrict who are not required to complete ODE Resident Educator Training will be assigned a mentor teacher. This mentor will be paid **one thousand dollars$1,000**

D. Resident Educators and Teachers New to the District

1. Each Resident Educator required to fulfill requirements as set forth by ODE shall be provided with resources necessary to complete the program.

2. The Resident Educator is not required to do an IPDP or to utilize the LPDC process.

3. First time RESA takers have the option to be exempt from the Ohio Teacher Evaluation that school year.

E. Protections

1. Should problems develop between the Resident Educator/Mentee and the Mentor, the Resident Educator/Mentee is to bring that problem to the attention of the CHAT President. The CHAT President will consult with the building principal.

2. All members of the Mentor Teachers~~,~~ and Resident Educators shall keep confidential all discussions, actions, materials and other information to the extent permitted by law.

3. The Mentor Teacher/~~Facilitator~~ shall not be held liable for the performance of a Resident Educator or evaluated based on the teacher's performance as a Mentor Teacher

4. Other than a notation to the effect that a teacher has served as a Mentor Teacher the teacher's activities as a Mentor Teacher shall not be part of that teacher's evaluation or any other employment decisions.

5. A Mentor Teacher shall not be involved in the teacher evaluation process related to his/her Mentee.

6. No data collected by the Mentor for the purposes of the Resident Educator program shall be used for the teacher's evaluation.

ARTICLE XXXVI – DURATION & AGREEMENT PROVISIONS

A. This Agreement shall be effective as of **August 1**, **2024** following ratification by both parties and written execution hereof and remain in full force and effect through **July 31, 2027.**

B. If any provisions of this document shall be found contrary to law, by a court of competent jurisdiction, then that provision or application shall be deemed invalid except to the extent permitted by law. The parties shall meet within ten (10) days for the purpose of renegotiating the provision deemed contrary to law. All other provisions of Chapter 4117 of the Ohio Revised Code apply unless specifically agreed otherwise in writing in this collective bargaining agreement.

C. The undersigned persons representing the Cuyahoga Heights Board of Education and the Cuyahoga Heights Association of Teachers have met and agreed to the provisions set forth in this Agreement.

D. This Agreement supersedes and cancels all previous Agreements verbal or written or based on alleged past practices between the Association and the Board and constitutes the entire Agreement between the parties. Any amendment or Agreement supplemental hereto shall not be binding on either party unless executed in writing by both parties.

E. CHAT and the Board will share the cost of printing this Agreement.

F. No Reprisal

No current or future Board of Education members, Superintendents, Treasurers, building principals, and Cuyahoga Heights administrators shall engage in any act of reprisal of any kind against the Cuyahoga Heights Association of Teachers (CHAT), its officers, members, or agents, or against students, or parents of students, or community members, or Cuyahoga Heights Association of Support Employees (CHASE) members, or anyone employed to provide services to the Cuyahoga Heights Local School District, for their part in or support or non-support of the collective bargaining contract.

CUYAHOGA HEIGHTS
ASSOCIATION OF TEACHERS

By _____
President

CUYAHOGA HEIGHTS
BOARD OF EDUCATION

By _____
Board President

APPENDIX A - GRIEVANCE FORM

CUYAHOGA HEIGHTS SCHOOLS

Complaint by the Grievant

(Type or Print)

Grievant _____Date Grievance Occurred _____

Signature of Grievant _____ Date Grievance Filed _____

School _____

Principal's Signature _____

Date Principal Received Grievance _____

STATEMENT OF GRIEVANCE:

ACTION REQUESTED:

ADMINISTRATIVE DISPOSITION:

_____

(Signature of Aggrieved)

APPENDIX B - TUITION PROGRAM

CUYAHOGA HEIGHTS SCHOOLS

Teacher's Name (print)_____ Date Form Completed _____

COURSEWORK TO BE TAKEN:*

COURSE TITLE _____HOURS_____QTR./SEM.

COURSE TITLE_____HOURS_____ QTR./SEM.

COURSE TITLE_____HOURS _____QTR./SEM.

NAME OF COLLEGE/UNIVERSITY_____

DATE COURSEWORK WILL BE TAKEN _____

GRADUATE PROGRAM ENTERED _____

*PLEASE ATTACH A BRIEF DESCRIPTION OF THE COURSE

_____
SIGNATURE OF TEACHER

_____
SIGNATURE OF SUPERINTENDENT

_____
DATE

APPENDIX C – ASSOCIATION LEAVE REQUEST FORM

Cuyahoga Heights Schools

Association Leave Request Form
Cuyahoga Heights Association of Teachers

Teacher's Name _____

Dates(s) Requested as Association Leave _____

To Attend _____

_____ _____
Signature of Teacher Requesting Leave Date

_____ _____
CHAT President's Signature Date

_____ _____
Superintendent's Signature Date

APPENDIX D 1 - SUPPLEMENTAL CONTRACT COMPLETION FORM

Cuyahoga Heights Schools

(Limited Period of Time)

Date _____

This is to verify that _____has completed his/her responsibilities as _____and should be compensated for such duties in accordance with the negotiated agreement.

_____

Signature of Building Principal/Athletic Director/Supervisor

APPENDIX D 2 - SUPPLEMENTAL CONTRACT COMPLETION FORM

Cuyahoga Heights Schools

(Seasonal Athletic Activities)

This is to verify that the _____has ended.
(indicate faculty manager's season or coaches' sport)

Those persons listed below have completed his/her responsibilities and should be compensated for such duties in accordance with the negotiated agreement.

Faculty Manager: _____

****

Head Coach _____

Assistant Coach _____

Assistant Coach _____

Assistant Coach _____

Assistant Coach _____

Assistant Coach _____

Assistant Coach _____

Assistant Coach _____

_____ _____
Head Coach or Faculty Manager Athletic Director

_____ _____
Date Date

APPENDIX E – HEALTH CARE PROVIDER CERTIFICATE (#1)

HEALTH CARE PROVIDER'S CERTIFICATION FOR EMPLOYEE'S SERIOUS HEALTH CONDITION

To Health Care Provider: _____ (Employee) has applied for family or medical leave from the Cuyahoga Heights Schools. Employee is employed as _____ (name of position). Please complete the information outlined below so that the employee's eligibility can be determined.

I hereby certify that I have physically examined Employee and have determined that she/he has a serious health condition.

This serious health condition began on _____ (Date) and will continue until _____ (Date). (Indicate whether actual _____ or estimated _____).

Please provide appropriate medical facts: (attach separate sheet if necessary).

I also certify that the Employee is unable to perform the essential job functions of her/his position.

The Employee will continue to be under my care for treatment, and I will give the Cuyahoga Heights Schools a monthly update in writing on the Employee's condition.

_____
Health Care Provider (Please print or type.)

_____
Signature
4820 East 71st Street
Cuyahoga Heights, Ohio 44125

_____
Telephone Number Date

Return this form to:

Superintendent
Cuyahoga Heights Schools

APPENDIX F – HEALTH CARE PROVIDER CERTIFICATE (#2)

HEALTH CARE PROVIDER'S CERTIFICATION FOR SERIOUS HEALTH CONDITION OF EMPLOYEE'S SPOUSE, CHILD, OR PARENT

To Health Care Provider: _____ (Employee) has applied for family or medical leave from the Cuyahoga Heights Schools. Please complete the information outlined below so that the employee's eligibility can be determined.

I hereby certify that Employee is needed to care for her/his child/spouse/parent because such relative has a serious health condition.

This serious health condition began on _____ (Date) and will continue until _____ (Date). (Indicate whether actual _____ or estimated _____.)

Please provide appropriate medical facts and indicate why Employee is needed to care for the relative: (attach separate sheet if necessary).

The Employee will have to care for her/his relative until _____ (Date).

(Indicate whether actual _____ or estimated _____.)

_____
Health Care Provider (Please print or type.)

_____
Signature
4820 East 71st Street

_____
Telephone Number Date

Return this form to:

Superintendent
Cuyahoga Heights Schools

Cuyahoga Heights, Ohio 44125

APPENDIX G– HEALTH CARE PROVIDER CERTIFICATE (#3)

HEALTH CARE PROVIDER'S CERTIFICATION FOR EMPLOYEE
REQUEST FOR INTERMITTENT LEAVE OR REDUCED-WORK SCHEDULE

To Health Care Provider: _____ (Employee) has applied for family or medical leave from the Cuyahoga Heights Schools. Please complete the information below so that the employee's eligibility can be determined.

_____ Employee has requested intermittent leave or a reduced-work schedule for planned medical treatment. Indicate below the dates on which treatment is expected to be given and the duration of treatment.

_____ Employee has requested intermittent leave or a reduced-work schedule for her/his own serious health condition. Indicate below the medical necessity and expected duration of such leave.

_____ Employee has requested intermittent leave or a reduced-work schedule to care for a child/spouse/parent. Indicate below why leave is necessary for the care of the relative and how it will assist in their recovery and the expected duration and schedule of such leave.

Please provide appropriate medical facts: (attach separate sheet if necessary).

_____
Health Care Provider (Please print or type.)

_____
Signature

_____
Telephone Number Date

Return this form to:

Superintendent
Cuyahoga Heights Schools

4820 East 71st Street
Cuyahoga Heights, Ohio 44125

APPENDIX H – HEALTH CARE PROVIDER CERTIFICATE (#4)

HEALTH CARE PROVIDER'S CERTIFICATION FOR RETURN TO WORK

I hereby certify that I have physically examined _____ (Employee) and have determined that she/he is able to resume all the essential job functions of her/his position and so is eligible to return to work in the Cuyahoga Heights Schools.

The following limits exist or accommodations are necessary to resume her/his essential job functions:

_____
Health Care Provider (Please print or type.)

_____
Signature

4820 East 71st Street

_____
Telephone Number Date

Return this form to:

Superintendent
Cuyahoga Heights Schools

Cuyahoga Heights, Ohio 44125

APPENDIX I - TEACHER EXCELLENCE PROGRAM

Teacher's Name [print] _____

Coursework to be taken:

Course Title _____Module* _____

Course Title _____ Module* _____

Course Title _____Module* _____

Name of College/University _____

Date coursework will be taken _____

Please attach a brief description of the course.

_____
Signature of Teacher Date

_____
Signature of Superintendent Date

* A module is defined as two semester hours or three quarter hours of approved graduate or undergraduate coursework completed after a teacher has earned a Master's Degree. All courses must be taken in conjunction with an accredited college or university and preapproved within the guidelines as stipulated in the Tuition Program.

Payment will be made within thirty (30) days of presentation to the Board Treasurer of official transcript or original grade card or an Internet printout of grade(s) and proof of payment.

(.01 of BA base salary in effect at the beginning of the school year in which the module is successfully completed by the employee; however, reimbursement will not exceed the actual cost of the Board sponsored program.)

(for Treasurer's use) _____
Date of Reimbursement

APPENDIX J – FMLA EMPLOYEES' RIGHTS UNDER THE FAMILY AND MEDICAL LEAVE ACT #1

EMPLOYEE RIGHTS
UNDER THE FAMILY AND MEDICAL LEAVE ACT

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

LEAVE ENTITLEMENTS

Eligible employees who work for a covered employer can take up to 12 weeks of unpaid, job-protected leave in a 12-month period for the following reasons:

- The birth of a child or placement of a child for adoption or foster care;
- To bond with a child (leave must be taken within 1 year of the child's birth or placement);
- To care for the employee's spouse, child, or parent who has a qualifying serious health condition;
- For the employee's own qualifying serious health condition that makes the employee unable to perform the employee's job;
- For qualifying exigencies related to the foreign deployment of a military member who is the employee's spouse, child, or parent.

An eligible employee who is a covered servicemember's spouse, child, parent, or next of kin may also take up to 26 weeks of FMLA leave in a single 12-month period to care for the servicemember with a serious injury or illness.

An employee does not need to use leave in one block. When it is medically necessary or otherwise permitted, employees may take leave intermittently or on a reduced schedule.

Employees may choose, or an employer may require, use of accrued paid leave while taking FMLA leave. If an employee substitutes accrued paid leave for FMLA leave, the employee must comply with the employer's normal paid leave policies.

BENEFITS & PROTECTIONS

While employees are on FMLA leave, employers must continue health insurance coverage as if the employees were not on leave.

Upon return from FMLA leave, most employees must be restored to the same job or one nearly identical to it with equivalent pay, benefits, and other employment terms and conditions.

An employer may not interfere with an individual's FMLA rights or retaliate against someone for using or trying to use FMLA leave, opposing any practice made unlawful by the FMLA, or being involved in any proceeding under or related to the FMLA.

ELIGIBILITY REQUIREMENTS

An employee who works for a covered employer must meet three criteria in order to be eligible for FMLA leave. The employee must:

- Have worked for the employer for at least 12 months;
- Have at least 1,250 hours of service in the 12 months before taking leave;* and
- Work at a location where the employer has at least 50 employees within 75 miles of the employee's worksite.

*Special "hours of service" requirements apply to airline flight crew employees.

REQUESTING LEAVE

Generally, employees must give 30-days' advance notice of the need for FMLA leave. If it is not possible to give 30-days' notice, an employee must notify the employer as soon as possible and, generally, follow the employer's usual procedures.

Employees do not have to share a medical diagnosis, but must provide enough information to the employer so it can determine if the leave qualifies for FMLA protection. Sufficient information could include informing an employer that the employee is or will be unable to perform his or her job functions, that a family member cannot perform daily activities, or that hospitalization or continuing medical treatment is necessary. Employees must inform the employer if the need for leave is for a reason for which FMLA leave was previously taken or certified.

Employers can require a certification or periodic recertification supporting the need for leave. If the employer determines that the certification is incomplete, it must provide a written notice indicating what additional information is required.

EMPLOYER RESPONSIBILITIES

Once an employer becomes aware that an employee's need for leave is for a reason that may qualify under the FMLA, the employer must notify the employee if he or she is eligible for FMLA leave and, if eligible, must also provide a notice of rights and responsibilities under the FMLA. If the employee is not eligible, the employer must provide a reason for ineligibility.

Employers must notify its employees if leave will be designated as FMLA leave, and if so, how much leave will be designated as FMLA leave.

ENFORCEMENT

Employees may file a complaint with the U.S. Department of Labor, Wage and Hour Division, or may bring a private lawsuit against an employer.

The FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement that provides greater family or medical leave rights.

For additional information or to file a complaint:

1-866-4-USWAGE

(1-866-487-9243) TTY: 1-877-889-5627

www.dol.gov/whd

U.S. Department of Labor | Wage and Hour Division

WH- 1420 REV 04/16

Special Rules for School Employees under FMLA

825.600 Definitions.

(a) Certain special rules apply to employees of "local educational agencies," including public school boards and elementary and secondary schools under their jurisdiction, and private elementary and secondary schools. The special rules do not apply to other kinds of educational institutions, such as colleges and universities, trade schools, and preschools.

(b) Educational institutions are covered by FMLA (and these special rules) and the Act's 50-employee coverage test does not apply. The usual requirements for employees to be "eligible" do apply, however, including employment at a worksite where at least 50 employees are employed within 75 miles. For example, employees of a rural school would not be eligible for FMLA leave if the school has fewer than 50 employees and there are no other schools under the jurisdiction of the same employer (usually, a school board) within 75 miles.

(c) The special rules affect the taking of intermittent leave or leave on a reduced leave schedule, or leave near the end of an academic term (semester), by instructional employees. "Instructional employees" are those whose principal function is to teach and instruct students in a class, a small group, or an individual setting. This term includes not only teachers, but also athletic coaches, driving instructors, and special education assistants such as signers for the hearing impaired. It does not include, and the special rules do not apply to, teacher assistants or aides who do not have as their principal job actual teaching or instructing, nor does it include auxiliary personnel such as counselors, psychologists, or curriculum specialists. It also does not include cafeteria workers, maintenance workers, or bus drivers.

(d) Special rules which apply to restoration to an equivalent position apply to all employees of local educational agencies.

§ 825.601 Limitations on intermittent leave.

(a) Leave taken for a period that ends with the school year and begins the next semester is leave taken consecutively rather than intermittently. The period during the summer vacation when the employee would not have been required to report for duty is not counted against the employee's FMLA leave entitlement. An instructional employee who is on FMLA leave at the end of the school year must be provided with any benefits over the summer vacation that employees would normally receive if they had been working at the end of the school year.

(1) If an eligible instructional employee needs intermittent leave or leave on a reduced leave schedule to care for a family member with a serious health condition, to care for a covered servicemember, or for the employee's own serious health condition, which is foreseeable based on planned medical treatment, and the employee would be on leave for more than 20 percent of the total number of working days over the period the leave would extend, the employer may require the employee to choose either to:

(i) Take leave for a period or periods of a particular duration, not greater than the duration of the planned treatment; or

(ii) Transfer temporarily to an available alternative position for which the employee is qualified, which has equivalent pay and benefits and which better accommodates recurring periods of leave than does the employee's regular position.

(2) These rules apply only to a leave involving more than 20 percent of the working days during the period over which the leave extends. For example, if an instructional employee who normally works five days each week needs to take two days of FMLA leave per week over a period of several weeks, the special rules would apply. Employees taking leave which constitutes 20 percent or less of the working days during the leave period would not be subject to transfer to an alternative position. "Periods of a particular duration" means a block, or blocks, of time beginning no earlier than the first day for which leave is needed and ending no later than the last day on which leave is needed, and may include one uninterrupted period of leave.

(b) If an instructional employee does not give required notice of foreseeable FMLA leave (*see* §825.302) to be taken intermittently or on a reduced leave schedule, the employer may require the employee to take leave of a particular duration, or to transfer temporarily to an alternative position. Alternatively, the employer may require the employee to delay the taking of leave until the notice provision is met.

§ 825.602 Limitations on leave near the end of an academic term.

(a) There are also different rules for instructional employees who begin leave more than five weeks before the end of a term, less than five weeks before the end of a term, and less than three weeks before the end of a term. Regular rules apply except in circumstances when:

(1) An instructional employee begins leave more than five weeks before the end of a term. The employer may require the employee to continue taking leave until the end of the term if—

(i) The leave will last at least three weeks, and

(ii) The employee would return to work during the three-week period before the end of the term.

(2) The employee begins leave during the five-week period before the end of a term because of the birth of a son or daughter; the placement of a son or daughter for adoption or foster care; to care for a spouse, son, daughter, or parent with a serious health condition; or to care for a covered servicemember. The employer may require the employee to continue taking leave until the end of the term if—

(i) The leave will last more than two weeks, and

(ii) The employee would return to work during the two-week period before the end of the term.

(3) The employee begins leave during the three-week period before the end of a term because of the birth of a son or daughter; the placement of a son or daughter for adoption or foster care; to care for a spouse, son, daughter, or parent with a serious health condition; or to care for a covered servicemember. The employer may require the employee to continue taking leave until the end of the term if the leave will last more than five working days.

(b) For purposes of these provisions, "academic term" means the school semester, which typically ends near the end of the calendar year and the end of spring each school year. In no case may a school have more than two academic terms or semesters each year for purposes of FMLA. An example of leave falling within these provisions would be where an employee plans two weeks of leave to care for a family member which will begin three weeks before the end of the term. In that situation, the employer could require the employee to stay out on leave until the end of the term.

§ 825.603 Duration of FMLA leave.

(a) If an employee chooses to take leave for "periods of a particular duration" in the case of intermittent or reduced schedule leave, the entire period of leave taken will count as FMLA leave.

(b) In the case of an employee who is required to take leave until the end of an academic term, only the period of leave until the employee is ready and able to return to work shall be charged against the employee's FMLA leave entitlement. The employer has the option not to require the employee to stay on leave until the end of the school term. Therefore, any additional leave required by the employer to the end of the school term is not counted as FMLA leave; however, the employer shall be required to maintain the employee's group health insurance and restore the employee to the same or equivalent job including other benefits at the conclusion of the leave.

§ 825.604 Restoration to "an equivalent position."

The determination of how an employee is to be restored to "an equivalent position" upon return from FMLA leave will be made on the basis of "established school board policies and practices, private school policies and practices, and collective bargaining agreements." The "established policies" and collective bargaining agreements used as a basis for restoration must be in writing, must be made known to the employee prior to the taking of FMLA leave, and must clearly explain the employee's restoration rights upon return from leave. Any established policy which is used as the basis for restoration of an employee to "an equivalent position" must provide substantially the same protections as provided in the Act for reinstated employees. *See* §825.215. In other words, the policy or collective bargaining agreement must provide for restoration to an "equivalent position" with equivalent employment benefits, pay, and other terms and conditions of employment. For example, an employee may not be restored to a position requiring additional licensure or certification.

APPENDIX K

3220 - **STANDARDS-BASED TEACHER EVALUATION**

The Board of Education is responsible for a standards-based teacher evaluation policy which conforms to the framework for evaluation of teachers as approved by the State Board of Education and aligns with the "Standards for the Teaching Profession" as set forth in State law.

The Board adopts the Ohio Teacher Evaluation System ("OTES") model as approved by the State Board of Education.

The Board believes in the importance of ongoing assessment and meaningful feedback as a powerful vehicle to support improved teaching performance and student growth, as well as promotion and retention decisions for teachers.

This policy shall be implemented as set forth herein and shall be included in the collective bargaining agreement with the Cuyahoga Heights Association of Teachers (CHAT), and in all extensions and renewals thereof.

This policy has been developed in consultation with teachers employed by the Board.

The Board authorizes the Superintendent to establish and maintain an ongoing Evaluation Policy Consultation committee, with continuing participation by District teachers represented by the CHAT, for the express purpose of recommending necessary changes to the Board for the appropriate revision of the policy.

Definitions

"OTES" - Stands for the Ohio Teacher Evaluation System as adopted by the Ohio State Board of Education in 2020, or as otherwise modified by the State Board of Education.

"Teacher" - For purposes of this policy, "teacher" means licensed instructors who spend at least fifty percent (50%) of his/her time providing content-related student instruction and who is working under one (1) of the following:

A. A license issued under R.C. 3319.22, 3319.26, 3319.222 or 3319.226; or

B. A permanent certificate issued under R.C. 3319.222 as it existed prior to September 2003; or

C. A permanent certificate issued under R.C. 3319.222 as it existed prior to September 2006; or

D. A permit issued under R.C. 3319.301.

Substitute teachers and teachers not meeting this definition are not subject to evaluation under this policy.

The Superintendent, Treasurer, and any "other administrator" as defined by R.C. 3319.02 are not subject to evaluation under this policy.

"Credentialed Evaluator" - means the appropriately qualified individual, assigned by the District, who is responsible for completing the evaluation process for a teacher. For purposes of this policy, each teacher subject to evaluation will be evaluated by a person who:

A. meets the eligibility requirements under R.C. 3319.111(D); and

B. holds a credential established by the Ohio Department of Education (ODE) for teacher evaluation; and

C. has completed State-sponsored evaluation training and has passed an online credentialing assessment.

The Board shall authorize the Superintendent/designee to approve and maintain a list of credentialed evaluators as necessary to effectively implement this policy.

“High-Quality Student Data” – means locally-determined data that provides evidence of student learning attributable to the teacher who is being evaluated. When applicable to the grade level or subject area taught, High-Quality Student Data (HQSD) shall include the value-added progress dimension and the teacher shall use at least one other measure of HQSD to demonstrate student learning. HQSD may also include data obtained from the list of Ohio Department of Education approved student assessments.

High-quality student data may not include student learning objectives (SLOs) or shared attribution measures.

"Value-Added" - refers to the EVAAS Value-Added methodology provided by SAS, Inc., which provides a measure of student progress at the District and school level based on each student's scores on State-issued standardized assessments.

"**Evaluation Cycle"** - means the period of time for the completion of the evaluation procedure. The evaluation cycle is completed when performance assessments are conducted for the current school year and the teacher is assigned a final holistic rating.
"Evaluation Framework" - means the document created and approved by the Ohio Department of Education (ODE) in accordance with R.C. 3319.111(A) that establishes the standards-based framework for the evaluation of teachers developed under R.C. 3319.112.

"Evaluation Instruments" - refers to the forms developed by the ODE, including the "Teacher Performance Evaluation Rubric".

"Evaluation Procedure" - refers to the procedural requirements set forth in this policy are intended to provide specificity to the statutory obligations established under R.C. 3319.111 and R.C. 3319.112 and to conform to the framework for the evaluation of teachers developed under R.C. 3319.112.

"Final Evaluation Rating" - means the final holistic evaluation rating that is assigned to a teacher pursuant to terms of this policy. The evaluation rating is assigned at the conclusion of the evaluation cycle.

Standards-Based Teacher Evaluation

Teacher evaluations will utilize multiple factors, with the intent of providing meaningful feedback to each teacher and assigning an effectiveness rating based upon teacher performance, student growth, and other locally determined criteria.

Each teacher evaluation will result in an evaluation rating of:

A. Accomplished;

B. Skilled;

C. Developing; or

D. Ineffective.

The specific standards and criteria for distinguishing between these ratings/levels of performance shall be the same as those developed by the State Board of Education, which are incorporated herein by reference.

The Superintendent shall annually cause to be filed a report to the Ohio Department of Education (ODE) the number of teachers for whom an evaluation was conducted as well as the number of teachers assigned each rating as set forth above, aggregated by teacher preparation programs from which and the years in which the teachers graduated. The Board will utilize the ODE's guidelines for reporting this information.

The Board may elect not to evaluate a teacher who was on leave from the School District for fifty percent (50%) or more of the school year.

The Board may elect not to evaluate a teacher who has submitted a notice of retirement that was accepted by the Board no later than December 1st of the year the teacher was scheduled to be evaluated.

The Board may elect not to evaluate a teacher who is participating in the Ohio teacher Resident Educator program in the year during which the teacher takes at least half of the performance-based assessment as prescribed by the State Board of Education for the first time.

Professional Growth Plans and Professional Improvement Plans

Based upon the results of the annual teacher evaluation, each teacher must develop either a professional growth plan or be placed on a professional improvement plan as follows:

A. A teacher whose final holistic rating is "accomplished" on his/her most recent evaluation will develop a professional growth plan and may choose his/her their credentialed evaluator from those available to the Board for that purpose, utilizing the components determined by the District.
B. A teacher whose final holistic rating is “skilled” will develop a professional growth plan collaboratively with his/her credentialed evaluator and will have input on his/her evaluator for the next evaluation cycle, utilizing the components determined by the District.
C. A teacher whose final holistic rating is "developing" will develop a professional growth plan guided by his/her assigned credentialed evaluator, utilizing the components determined by the District.
D. A teacher whose final holistic rating is "ineffective" will be placed on a professional improvement plan by their assigned evaluator, utilizing the components determined by the District.
E. A teacher who is new to the profession or new to the District will develop a professional growth plan collaboratively with his/her credentialed evaluator, utilizing the components determined by the District.
F. The District administration has discretion to place a teacher on an Improvement Plan at any time based on any individual deficiency exhibited in the evaluation system by the teacher.

Board Professional Development Plan

In accordance with the Ohio State Board of Education's State-wide evaluation framework, the Board has adopted a specific plan for the allocation of financial resources to support the professional development of teachers covered by this policy. The plan will be reviewed annually.

Assessment of Teacher Performance

Teacher performance will be evaluated during formal observations and periodic informal observations also known as "classroom walkthroughs." Such performance will be used to determine the teacher's evaluation rating and will be assessed through a holistic process by trained and credentialed evaluators based upon the following *Ohio Standards for the Teaching Profession:*

A. understanding student learning and development, respecting student diversity, and holding high expectations for all students to achieve and make progress at high levels an;

B. knowing and understanding the content area for which they have instructional responsibility;

C. understanding and using varied assessments to inform instruction, evaluate and ensure student learning;

D. planning and delivering effective instruction that advances individual student learning;

E. creating learning environments that promote high levels of student learning and achievement for all students;

F. collaborating and communicating with students, parents, other educators, District administrators, and the community to support student learning; and

G. assuming responsibility for professional growth and performance as an individual and as a member of a learning community.

Formal Observation and Classroom Walkthrough Sequence

A. A teacher not under consideration for renewal or nonrenewal who is subject to a full evaluation cycle shall be evaluated based on at least two (2) formal observations of at least thirty (30) minutes each and periodic classroom walkthroughs each school year.

The first formal observation will be a holistic observation where the evaluator assesses all areas of the rubric demonstrated during the observation as well as information gained from any pre-observation conference or other sources selected by the evaluator.

The second and any subsequent formal observation(s) will be focused observations in which the evaluator emphasizes identified focus area(s). Identified focus areas will be selected after completion of the holistic observation, and may include area(s) of relative strength and/or area(s) targeted for improvement. Teachers with a final evaluation rating of Accomplished (from the previous year) will select their own focus area(s). A teacher with a final evaluation rating of Skilled (from the previous year) will select focus area(s) in collaboration with his/her evaluator. A teacher with a final evaluation rating of Developing (from the previous year) will be guided by his/her evaluator in determining focus area(s). A teacher with a final evaluation rating of Ineffective (from the previous year) will have focus area(s) selected by the evaluator. A teacher new to the profession will select focus area(s) in collaboration with his/her evaluator." Evaluators will collect evidence during the focused observation to assess the identified focus area(s). Evaluators will also document evidence to support the final evaluation rating.

B. A teacher new to the District or any teacher on a limited contract who is under consideration for renewal/nonrenewal shall receive at least three (3) formal observations in addition to periodic (at least two (2)) classroom walkthroughs unless the Superintendent waives the third observation.
A teacher who receives a rating of "Accomplished" on his/her most recent evaluation may be evaluated once every three (3) years. The teacher will be required to submit a self-directed professional growth plan to the evaluator, and the evaluator will determine if the teacher is making progress on the plan. The professional growth plan will focus on the most recent evaluation of the teacher. The teacher will be provided with at least one (1) formal or informal observation and post-conference in any year that such teacher is not formally evaluated.

The Board may evaluate each teacher who received a rating of Skilled on the teacher's most recent evaluation once every two (2) years. The teacher and the evaluator will jointly develop a professional growth plan for the teacher and the evaluator will determine if the teacher is making progress on the plan. The professional growth plan will focus on the most recent evaluation and observations of the teacher. Teachers will be provided with at least one (1) informal observation and post-conference in any year that such teacher is not formally evaluated.

Evaluations will be completed by May 1st and each teacher will be provided a written report of the results of his/her evaluation by May 10th. Written notice of nonrenewal will be provided by June 1st.

In evaluating teacher performance, the Board shall utilize the measures set forth by the Ohio Department of Education's OTES "Teacher Performance Evaluation Rubric" for instructional planning, instruction and assessment, and professionalism.

Each teacher evaluated under this policy shall annually complete a "Self-Assessment" utilizing the Self Assessment Summary Tool.

Formal Observation Procedure

A. All formal observations shall be preceded by a conference between the evaluator and the employee prior to the observation in order for the employee to explain plans and objectives for the classroom situation to be observed.

B. A post-observation conference shall be held after each formal observation.

Informal Observation/Classroom Walkthrough Procedure

A walkthrough is an informal observation in which an evaluator may assess one or more areas in the Teacher Performance Evaluation Rubric.

Evaluators may but are not limited to collecting evidence in any identified focus area(s). Walkthroughs may be announced or unannounced. The walkthrough should be of sufficient duration to allow the evaluator to assess the focus of the walkthrough.

A walkthrough shall consist of at least ten (10) consecutive minutes, but not more than thirty (30) consecutive minutes in duration. The walkthrough should be of sufficient duration to allow the evaluator to assess the focus of the walkthrough.

Data gathered from the walkthrough will inform the final evaluation.

Feedback from a walkthrough shall be provided after the walkthrough. The teacher and/or administrator may request a face to face meeting to discuss observations relative to the identified focus of the walkthrough.

Classroom walkthroughs shall not unreasonably disrupt and/or interrupt the learning environment.

Use of High-Quality Student Data

At least two measures of high-quality student data will be used as evidence of student learning. The teacher will select student data that will be used in consultation with the evaluator, and will provide evidence that demonstrates the teacher has used the data in accordance with this policy. The evaluator may use the data as evidence to determine a performance rating in any component of the evaluation where applicable.

When applicable to the grade level or subject area(s) taught by a teacher, high-quality student data will include the value-added progress dimension. High-quality student data will meet the following criteria:

A. aligns to learning standards

B. measures what is intended to be measured

C. is directly attributable to the teacher being evaluated for course(s) and grade level(s) taught

D. demonstrates evidence of student learning (achievement and/or growth)

E. follows protocols for administration and scoring

F. provides trustworthy results; and

G. is fair and unbiased

Teachers must provide evidence to their evaluator which demonstrates that they have used high-quality student data in the following ways:

A. critically analyze and reflect upon results to support improvement and enhancement of student learning

B. assess student learning needs and styles, including the strengths and weaknesses of an entire class as well as individual students in each class

C. inform and adapt instruction to meet student needs; and

D. measure student learning achievement and growth, as well as progress toward achieving state and local standards.

In addition to value-added data, the superintendent may select high-quality data from among state-approved vendor assessments or other locally determined measures or instruments that meet the definition and criteria outlined above.

Annually, the Superintendent shall develop a list of approved high-quality student data in consultation with experts in the field of education and with the District's evaluation committee.

For the purpose of selecting high-quality student data, the Board defines the term "expert" to include members of the District's administrative team, credentialed evaluators, as well as

A. Employees or consultants hired by the educational service center, or another private or public entity to provide expertise on student growth and learning;

B. Faculty from a post-secondary institution who have a degree in education or a related field;

C. District Evaluation Committee.

Final Evaluation Procedures

Evaluators will consider evidence gathered during the evaluation cycle to assign a final holistic evaluation rating, based upon the criteria developed by the Ohio Department of Education.

The evaluator shall submit the final written evaluation using the reporting system prescribed by the Ohio Department of Education (ODE). The teacher will confirm receipt of the same.

Retention and Promotion Decisions/Removal of Poorly Performing Teachers

It is the purpose of this Standards-Based Teacher Evaluation Policy to improve the quality of instruction, enhance student learning, and strengthen professional competence through meaningful feedback and targeted professional development. In addition, the evaluations produced will serve to inform the Board on employment decisions, i.e., retention, promotion of teachers, renewal of teaching contracts, and the removal/nonrenewal of poorly performing teachers.

Definitions:

"Retention" - for purposes of this policy refers to employment decisions on the question of whether or not to suspend a contract pursuant to a reduction in force, nonrenew a limited or extended limited contract, or terminate employment for good and just cause. In the case of a reduction in force, seniority will not be considered when making decisions on contract suspensions, except in the instance of comparable evaluations. The decision to nonrenew or terminate the contract of a poorly performing teacher may be informed by the evaluation(s) conducted under this policy. However, decisions to nonrenew or terminate a teaching contract are not limited by the existence of this policy.

"Promotion" - as used in this context is of limited utility given the fact that teachers covered by this policy are not currently employed in any discernible hierarchy. Nevertheless, when making decisions relative to such matters as determining department or grade level chairpersons, selections to curricular or strategic planning bodies, or teaching assignments, the Board will consider teacher performance as indicated by evaluations.

"Poorly Performing Teachers" - refers to teachers identified through the evaluation process set forth in this policy who demonstrate an inability and/or unwillingness to meet the reasonable expectations of this standards-based evaluation system.

"Comparable Evaluations" - since seniority may not be the basis for teacher retention or other employment decisions, except when deciding between teachers who have comparable evaluations, this refers to teachers within the categories of "Ineffective," "Developing," "Skilled," and "Accomplished."

Removal of Poorly Performing Teachers
Removal of poorly performing teachers will be in accordance with the nonrenewal and termination statutes of the Ohio Revised Code and/or the relevant provisions of the collective bargaining agreement in effect between the Board and the Cuyahoga Heights Association of Teachers (CHAT).

Nothing in this policy will be deemed to prevent the Board from exercising its rights to nonrenew, terminate, or suspend a teaching contract as provided by law and the terms of the collective bargaining agreement in effect between it and the CHAT. The evaluation system and procedures set forth in this policy shall not create an expectation of continued employment for teachers on a limited contract that are evaluated under this policy. The Board reserves the right to nonrenew a teacher evaluated under this policy in accordance with R.C. 3319.11 notwithstanding the teacher's holistic rating.

APPENDIX L

3223 - **STANDARDS-BASED SCHOOL COUNSELOR EVALUATION**

The Board of Education is responsible for a standards-based school counselor evaluation policy which conforms to the framework for the evaluation of school counselors as approved by the State Board of Education and aligns with the "Standards for School Counselors" as set forth in State law.

The Board of Education adopts the Ohio School Counselor Evaluation System (OSCES) as approved by the State Board of Education.

The Board believes school counselors play a critical role in supporting student learning and success and maintaining a positive school environment. The standards based system of school counselor evaluations is designed to provide meaningful and consistent feedback to support counselor professional growth and inform employment decisions.

This policy shall be implemented as set forth herein and shall be included in the collective bargaining agreement with the Cuyahoga Heights Association of Teachers (CHAT), and in all extensions and renewals thereof.

Definitions

"OSCES" - Stands for the Ohio School Counselor Evaluation System as adopted by the Ohio State Board of Education, or as otherwise modified by the State Board of Education.

"School Counselor"– For purposes of this policy, "school counselor" means an employee who holds a license issued pursuant to O.A.C. 3301-24-05 by the Ohio Department of Education in the area of school counseling and who is assigned to a position in that capacity.

Teachers and other employees who do not meet this definition are not subject to evaluation under this policy. Full time bargaining unit members who do not meet the definition will be evaluated in accordance with Board policy and/or utilizing the evaluation procedures of the collective bargaining agreement in effect between the Board and the Cuyahoga Heights Association of Teachers (CHAT).

"Credentialed Evaluator"- For purposes of this policy, each counselor subject to evaluation will be evaluated by a person who has completed the OSCES training as required by the Ohio Department of Education.

The Board shall authorize the Superintendent/designee to approve and maintain a list of credentialed evaluators as necessary to effectively implement this policy.

"Evaluation Cycle" – is the period of time for the completion of the evaluation procedure. The evaluation cycle is completed when selected student metrics are combined with the counselor performance ratings resulting from performance assessments on the standards that are conducted for the current school year to assign a summative evaluation rating.

"Evaluation Factors"– refers to the multiple measures that are required by law to be used in the school counselor evaluation procedures, including performance on all six (6) areas identified by the standards and the ability to produce positive outcomes using student metrics selected by the Board. School counselors will receive a score in each of the six (6) standards and the student metrics, which shall be weighted equally (1/7 of the final summative score).

"Evaluation Framework" – means the standards-based framework adopted by the State Board of Education for the evaluation of school counselors in accordance with R.C. 3319.113.

"Evaluation Instruments" – refers to the forms used by the school counselor's evaluator as developed locally.

"Evaluation Procedure" – the procedural requirements set forth in this policy are intended to provide specificity to the statutory obligations established under R.C. 3319.113 and to conform to the framework for the evaluation of school counselors developed under R.C. 3319.113.

"Evaluation Rating" – means the final summative evaluation level that is assigned to a school counselor pursuant to terms of this policy. The evaluation rating is assigned at the conclusion of the evaluation cycle when the school counselor performance rating is

combined with the results of student metrics. Each completed evaluation will result in the assignment of one (1) of the following evaluation ratings to Accomplished, Skilled, Developing, or Ineffective.

"High Performing School Counselor" - is a school counselor who earns a summative rating of "Accomplished" or "Skilled" on his/her most recent evaluations.

"School Counselor Performance" – is the assessment of a school counselor's performance on each of the six State- adopted standards, resulting in a performance rating. As an evaluation factor, the school counselor performance dimension is based on direct observations of a counselor's practice by a credentialed evaluator. Performance results are reported as a performance rating that may be coded as "1" indicating lowest performance to "4" indicating highest performance.

"Student Metrics" - the locally determined measure(s) that assess a school counselor's ability to produce positive student outcomes.

Standards-Based School Counselor Evaluation

School Counselor evaluations will utilize multiple factors, with the intent of providing meaningful feedback to each school counselor and assigning an effectiveness rating based upon school counselor performance and the counselor's assessment on selected student metrics.

A. Accomplished;

B. Skilled;

C. Developing; or

D. Ineffective.

The specific standards and criteria for distinguishing between these ratings/levels of performance shall be the same as those developed by the State Board of Education, which are incorporated herein by reference.

The Superintendent shall annually cause to be filed a report to the Ohio Department of Education (ODE) in accordance with requirements mandated by ODE. The Board will utilize the ODE's guidelines for reporting this information.

Assessment of School Counselor Performance

School Counselor performance will be evaluated during formal observations and periodic informal observations. Such performance will be assessed through a holistic process by trained and credentialed evaluators based upon the following *Ohio Standards for School Counselors:*

A. Comprehensive School Counseling Program Plan;

B. Direct Services for Academic, Career and Social/Emotional Development;

C. Indirect Services: Partnerships and Referrals;

D. Evaluation and Data;

E. Leadership and Advocacy; and

F. Professional Responsibility, Knowledge and Growth.

Formal and Informal Observations

A. School Counselors shall be evaluated based on at least two (2) formal observations of at least thirty (30) minutes each and informal observations each school year.

B. A high performing school counselor will be evaluated less frequently as follows.

1. A school counselor who receives a rating of "Accomplished" on his/her most recent evaluation may be evaluated every three (3) years, as long as the counselor's metrics for student outcomes for the most recent year for which data is available, is "skilled" or higher. If the determination is made to evaluate every three (3) years, the counselor will nevertheless be provided with at least one (1) observation and conference in any year that such counselor is not formally evaluated.

2. A school counselor who receives a rating of "Skilled" on his/her most recent evaluation may be evaluated every other year, as long as the counselor's metrics for student outcomes for the most recent year for which data is available, is "skilled" or higher. If the determination is made to evaluate every other year, the counselor will nevertheless be provided with at least one (1) observation and conference in any year that such counselor is not formally evaluated.

Evaluations will be completed by May 1st and each school counselor will be provided a written report of the results of his/her evaluation by May 10th. Written notice of nonrenewal will be provided by June 1st.

Each school counselor evaluated under this policy shall annually complete a "Self-Assessment" utilizing the Self-Assessment Summary Tool approved by the Board.

Formal Observation Procedure

The observations will not be conducted when school counselors are engaged in counseling activities with students that require confidentiality.

All formal observations shall be preceded by a conference between the evaluator and the employee prior to the observation in order for the employee to explain plans and objectives for the classroom situation to be observed.

Informal Observation/Walkthrough Procedure

The observations will not be conducted when school counselors are engaged in counseling activities with students that require confidentiality.

An informal observation is a formative assessment process that focuses on one (1) or more of the components included in the State- adopted standards.

An informal observation should be of sufficient duration to allow the evaluator to assess the focus of the observation.

Data gathered from the observation must be placed on the appropriate designated form. Written feedback from observations shall be provided after the observation. The school counselor and/or evaluator may request a face to face meeting to discuss observations relative to the identified focus of the informal observation.

A. Informal observations shall not unreasonably disrupt and/or interrupt the work day.

B. A final debriefing and completed form must be shared with the employee within a reasonable amount of time.

Assessment of Student Metrics

The Board will select student metrics that will be utilized for school counselor evaluations in the areas of academics, career, and social emotional development. Any modifications to the metrics that will be used in school counselor evaluations will be adopted before the start of the school year.

Data from these approved measures of student growth will be scored on four (4) levels, with a score of "1" being the lowest and "4" being the highest.

Final Evaluation Procedures

Each school counselor’s performance rating for each of the six (6) standards will be combined with the assessment of student metrics to produce the final summative.

The evaluator shall provide that each evaluation is submitted to the school counselor for his/her acknowledgement by written receipt. If signed by the employee, the receipt is to be sent to the Superintendent as soon as received.

Professional Growth Plans and Professional Improvement Plans

Based upon the results of the annual evaluations conducted in accordance with this policy, each school counselor must develop either a professional growth plan or professional improvement plan as follows:

A. School counselors with a final summative rating of "Accomplished" will develop a professional growth plan.

B. School counselors with a final summative rating of "Skilled" will develop a professional growth plan collaboratively with their evaluator.

C. School counselors with a final summative rating of "Developing" will develop a professional growth plan collaboratively with their evaluator. A building administrator must approve the professional growth plan.

D. School counselors with a final summative rating of "Ineffective" will develop an improvement plan with their evaluator. A building administrator must approve the improvement plan.

Professional growth and improvement plans must be completed as stipulated in the CHAT agreement each school year. The Board retains the discretion to place a school counselor on an improvement plan at any time based on deficiencies in any individual component of the evaluation system.

Board Professional Development Plan

In accordance with the State Board of Education's Statewide evaluation framework, the Board has adopted a specific plan for the allocation of financial resources to support the professional development of school counselors covered by this policy. The plan will be reviewed annually.

Retention and Promotion Decisions/Removal of Poorly Performing School counselors

The evaluations produced will serve to inform the Board on employment decisions, i.e., retention, promotion of school counselors, renewal of employment contracts, and the removal/nonrenewal of poorly performing school counselors.

Definitions:

"Retention"- for purposes of this policy refers to employment decisions on the question of whether or not to suspend a contract pursuant to a reduction in force, nonrenew a limited or extended limited contract, or terminate employment for good and just cause. In the case of a reduction in force, seniority will not be considered when making decision on contract suspensions, except in the instance of comparable evaluations. The decision to nonrenew or terminate the contract of a poorly performing school counselor may be informed by the evaluation(s) conducted under this policy. However, decisions to nonrenew or terminate an employment contract are not limited by the existence of this policy.

"Promotion"- as used in this context is of limited utility given the fact that school counselors covered by this policy are not currently employed in any discernible hierarchy. Nevertheless, when making decisions relative to such matters as determining employee assignments, the Board will consider school counselor performance as indicated by evaluations.

"Poorly Performing School Counselors"- refers to school counselors identified through the evaluation process set forth in this policy who demonstrate an inability and/or unwillingness to meet the reasonable expectations of this standards-based evaluation system.

"Comparable Evaluations"- since seniority may not be the basis for school counselor retention or other employment decisions, except when deciding between counselors who have comparable evaluations, this refers to counselors within the categories of "Ineffective," "Developing,""Skilled," and "Accomplished."

Removal of Poorly Performing School Counselors

Poorly performing school counselors may be removed, upon recommendation of the Superintendent, either through nonrenewal or termination, when the receipt of an "Ineffective" rating by a school counselor has been demonstrated.

Removal of poorly performing school counselors will be in accordance with the nonrenewal and termination statutes of the Ohio Revised Code and/or the relevant provisions of the collective bargaining agreement in effect between the Board and the Cuyahoga Heights Association of Teachers (CHAT).

Nothing in this policy will be deemed to prevent the Board from exercising its rights to nonrenew, terminate, or suspend a school counselor contract as provided by law and the terms of the collective bargaining agreement in effect between it and the Cuyahoga Heights Association of Teachers (CHAT). The evaluation system and procedures set forth in this policy shall not create an expectation of continued employment for employees on a limited contract that are evaluated under this policy. The Board reserves the right to nonrenew a school counselor evaluated under this policy in accordance with R.C. 3319.11 notwithstanding the school counselor's final summative rating.

APPENDIX M

SCHEDULE OF BENEFITS

DELTA DENTAL

VSP VISION

SCHEDULE OF BENEFITS

To receive the highest level of benefits at the lowest Out-of-Pocket Maximum expense, Covered Services must be provided by PPO Network Providers. When you use other Providers who are outside of the PPO Network or who are Non-Contracting Providers, you are responsible for any balance due between the Provider's charge and the Allowed Amount, in addition to any Deductibles, Copayments, Coinsurance, and non-covered charges. All benefits are calculated based upon the Allowed Amount, not the Provider's charge. Refer to "How Claims are Paid" for additional information.

Remember, in an emergency, always go to the nearest appropriate medical facility; your benefits will not be reduced if you go to a Non-PPO Network Provider Hospital in an emergency.

BENEFIT PERIOD AND DEPENDENT AGE LIMIT	
Benefit Period	Calendar year
Dependent Age Limit	The end of the month of the 26th birthday

PPO NETWORK COMPREHENSIVE MAJOR MEDICAL BENEFIT	
PPO Network Provider Deductible per Benefit Period If	
you have single coverage:	$150
If you have family coverage:	$300
Non-PPO Network Provider Deductible per Benefit Period If you	
have single coverage:	$300
If you have family coverage:	$600
PPO Network Provider Coinsurance Limit per Benefit Period If you	
have single coverage:	$750
If you have family coverage:	$1,500
Non-PPO Network Provider Coinsurance Limit per Benefit Period	
If you have single coverage:	$1,500
If you have family coverage:	$3,000
PPO Network Provider Out-of-Pocket Maximum per Benefit Period (Includes Deductibles, Copayments, and Coinsurance) (Prescription Drug is not administered by Medical Mutual)(1)	
If you have single coverage: If	$8,150
you have family coverage:	$16,300
Non-PPO Network Provider Out-of-Pocket Maximum per Benefit Period (Includes Deductibles, Copayments, and Coinsurance) If you	
have single coverage:	Unlimited
If you have family coverage:	Unlimited
Deductible and Out-of-Pocket Maximum Processing (2)	Embedded

After the applicable Out-of-Pocket Maximum shown above has been met, you are no longer responsible for paying any further Copayments, Deductibles or Coinsurance for Covered Charges Incurred during the balance of the Benefit Period. If the Out-of-Pocket Maximum is unlimited, you continue to be responsible for paying the amounts shown above.

Any Excess Charges you pay for claims will not accumulate toward any applicable Coinsurance Limit or toward the Out-of-Pocket Maximum.

Any amounts applied to your PPO Network Deductible or PPO Network Coinsurance Limit will also be applied to your Non-PPO Network Deductible or Non-PPO Network Coinsurance Limit. Any amounts applied to your Non-PPO Network Deductible or Non-PPO Network Coinsurance Limit will also be applied to your PPO Network Deductible or PPO Network Coinsurance Limit.

You may be charged more than one Copayment per visit if multiple types of examinations are performed.

It is important that you understand how Medical Mutual calculates your responsibilities under this Benefit Book. Please consult the "HOW CLAIMS ARE PAID" section for necessary information.

To receive maximum benefits, you must use PPO Network Providers. PPO Network Providers may change. Medical Mutual will tell you 60 days before a PPO Network Hospital becomes Non-PPO Network.

Remember, in an emergency, always go to the nearest appropriate medical facility; your benefits will not be reduced if you go to a Non-PPO Network Hospital in an emergency.

BENEFIT MAXIMUMS PER COVERED PERSON	
(per Benefit Period unless otherwise shown)	
Chiropractic/Spinal Manipulation Visits	12 visits
Home Health Care Services	120 visits
Outpatient Occupational and Physical Therapy Services	40 visits (combined)
Outpatient Speech Therapy Services	20 visits
Routine Mammogram Services	One mammogram; mammograms are limited to 130% of the Medicare reimbursement amount; the maximum reimbursement amount applies only to Covered Services received inside the state of Ohio, as mandated by the state of Ohio.
Routine Pap Tests and Associated Examinations	One test One examination (age 21 and over)
Routine Physical Examinations (age 21 and over)	One examination for males Two examinations for females
Skilled Nursing Facility Services	120 days

COINSURANCE PAYMENTS	Institutional and Professional Charges	Institutional and Professional Charges
TYPE OF SERVICE	**For Covered Services received from a PPO Network Provider, you pay the following portion, based on the Allowed Amount**	**For Covered Services received from a Non-PPO Network or a Non-Contracting Provider, you pay the following portion, based on the applicable Allowed Amount or Non-Contracting Amount (3)**
IF A DEDUCTIBLE APPLIES, ALL COVERED SERVICES ARE SUBJECT TO THE DEDUCTIBLE, UNLESS "NOT SUBJECT TO THE DEDUCTIBLE" IS SPECIFICALLY STATED.		
EMERGENCY ROOM SERVICES		
The Institutional charge for use of the Emergency Room for an Emergency Medical Condition	$50 Copayment, waived if admitted, then 10%, not subject to the Deductible	
All other related Institutional charges and Emergency Room Physician's charges for an Emergency Medical Condition	10%, not subject to the Deductible	
The Institutional charge for use of the Emergency Room in a **non-emergency**	$100 Copayment, waived if admitted, then 10%, not subject to the Deductible	$100 Copayment, waived if admitted, then 30%, not subject to the Deductible
Emergency Room Physician's Charges in a **non-emergency**	10%	30%
INPATIENT SERVICES		
Maternity	10%	30%
Physical Medicine and Rehabilitation	10%	30%
Semi-Private Room and Board	10%	30%
Skilled Nursing Facility	10%	30%
MENTAL HEALTH CARE, DRUG ABUSE AND ALCOHOLISM SERVICES		
Mental Health Care, Drug Abuse and Alcoholism Services	Any applicable Deductible, Out-of-Pocket Maximum or Copayment corresponds to the type of service received and is payable on the same basis as any other illness (e.g., emergency room visits for a Mental Illness will be paid according to the Emergency Services section above).	
OUTPATIENT REHABILITATIVE SERVICES		
Cardiac Rehabilitation Services	10%	30%
Chiropractic Services	10%	30%
Occupational and Physical Therapy Services	10%	30%
Respiratory/Pulmonary Therapy Services	10%	30%
Speech Therapy Services	10%	30%
PHYSICIAN/OFFICE SERVICES (includes Mental Health and Substance Abuse Disorders)		
Immunizations	10%	30%
Medically Necessary Office Visits	$20 Copayment, not subject to the Deductible	30%
Urgent Care Office Visits	$20 Copayment, not subject to the Deductible	30%

COINSURANCE PAYMENTS	Institutional and Professional Charges	Institutional and Professional Charges
TYPE OF SERVICE	**For Covered Services received from a PPO Network Provider, you pay the following portion, based on the Allowed Amount**	**For Covered Services received from a Non-PPO Network or a Non-Contracting Provider, you pay the following portion, based on the applicable Allowed Amount or Non-Contracting Amount (3)**
IF A DEDUCTIBLE APPLIES, ALL COVERED SERVICES ARE SUBJECT TO THE DEDUCTIBLE, UNLESS "NOT SUBJECT TO THE DEDUCTIBLE" IS SPECIFICALLY STATED.		
ROUTINE, PREVENTIVE AND WELLNESS SERVICES		
Preventive Services in accordance with state and federal law (4) (Please refer to the "Routine, Preventive and Wellness Services" benefit in this Benefit Book for more information.)	0%, not subject to the Deductible	30%
Routine Colonoscopy and Sigmoidoscopy (Ages 40-75)	0%, not subject to the Deductible	30%
Routine Examinations Associated with a Routine Pap Test (Age 21 and over)	0%, not subject to the Deductible	30%
Routine Mammograms	0%, not subject to the Deductible	30%
Routine Pap Tests	0%, not subject to the Deductible	30%
Routine Physical Examinations (Age 21 and over)	0%, not subject to the Deductible	30%
Well Child Care Services (Under age 21)	0%, not subject to the Deductible	30%
SURGICAL SERVICES		
Inpatient Surgery	10%	30%
Medically Necessary Endoscopic Procedures (i.e, Colonoscopy, Sigmoidoscopy, etc.)	10%	30%
Outpatient Surgery	10%	30%
OTHER SERVICES		
Outpatient Allergy Tests and Treatment	$20 Copayment, not subject to the Deductible	30%
All Other Covered Services	10%	30%

Comprehensive Major Medical Notes

1. Prescription Drug benefits that accumulate toward the Out-of-Pocket Maximum are provided under a separate arrangement between the Group and the Group's pharmacy benefits manager and are not part of this Plan administered by Medical Mutual.
2. "Embedded processing" - A family plan with two kinds of Deductibles and Out-of-Pocket Maximums: one for an individual family member and one for the whole family. With family coverage, each Covered Person's Out-of-Pocket Maximum will not exceed the Out-of-Pocket Maximum for single coverage shown on the Schedule of Benefits.
3. The Coinsurance percentage will be the same for Non-Contracting Providers as Non-PPO Network Providers but you may still be subject to balance billing and/or Excess Charges. Payments to Contracting Non-PPO Network Providers are based on Allowed Amount. Payments to Non-Contracting Providers are based on the Non-Contracting Amount.
4. Preventive services include evidence-based services that have a rating of "A" or "B" in the United States Preventive Services Task Force, routine immunizations and other screenings, as provided for in the Patient Protection and Affordable Care Act.
5. If a diagnosis of a medical Condition is made during the screening (e.g., removal of a polyp), the procedure is no longer considered routine and may be considered a diagnostic procedure under Surgical Services.

Delta Dental of Ohio
Dental Benefit Highlights for
Cuyahoga Heights Local School District #10177

Delta Dental PPO℠ (Point-of-Service) *Coverage effective January 1, 2021*	Delta Dental PPO Dentist	Delta Dental Premier® Dentist	Non-participating Dentist
	Plan Pays	Plan Pays	Plan Pays*
Diagnostic & Preventive			
Diagnostic and Preventive Services - exams, cleanings, fluoride, and space maintainers	100%	100%	100%
Emergency Palliative Treatment - to temporarily relieve pain	100%	100%	100%
Sealants - to prevent decay of permanent teeth	100%	100%	100%
Brush Biopsy - to detect oral cancer	100%	100%	100%
Radiographs - X-rays	100%	100%	100%
Basic Services			
Minor Restorative Services - fillings and crown repair	100%	100%	100%
Endodontic Services - root canals	100%	100%	100%
Periodontic Services - to treat gum disease	100%	100%	100%
Oral Surgery Services - extractions and dental surgery	100%	100%	100%
Major Restorative Services – crowns	100%	100%	100%
Other Basic Services - misc. services	100%	100%	100%
Relines and Repairs - to prosthetic appliances	100%	100%	100%
Major Services			
Prosthodontic Services - bridges, implants, dentures, and crowns over implants	100%	100%	100%
Orthodontic Services			
Orthodontic Services - braces	60%	60%	60%
Orthodontic Age Limit -	Up to age 19		

** When you receive services from a Nonparticipating Dentist, the percentages in this column indicate the portion of Delta Dental's Nonparticipating Dentist Fee that will be paid for those services. The Nonparticipating Dentist Fee may be less than what your dentist charges and you are responsible for that difference.*

Maximum Payment – $4,000 per person total per calendar year on Diagnostic & Preventive, Basic Services, and Major Services. $2,500 per person total per lifetime on Orthodontics.

Maximum Carryover – If at least one Covered Service is paid in a Calendar Year and the total Benefit paid does not exceed $1,000 in that Calendar Year, $500 will carry over to the next Calendar Year's Maximum Payment. This amount will accumulate from one Calendar Year to the next, but will not exceed $2,000. If no Covered Services are paid during a Calendar Year, all accumulated carryover amounts from previous Calendar Years will be forfeited.

Deductible – None.

Note – *This document is only intended to provide a brief description of your benefits. Please refer to your Certificate and summary for a complete description of benefits, exclusions, and limitations.*

Welcome to Ohio's largest dental benefits family!

As a member of Delta Dental of Ohio, you have access to the nation's largest dental networks: Delta Dental PPO and Delta Dental Premier.

- It's easy to find a dentist! Four out of five dentists nationwide participate in our network.
- You have superior access to care and fee savings because of our agreements with participating dentists.
- Our dentists cannot balance bill you, which means more money in your pocket!
- No troublesome paperwork! Network dentists will fill out and file your claims.
- Pay only your copayments and/or deductibles when you receive care from network dentists – there are no hidden fees.
- You can still visit nonparticipating dentists, but you may be billed the full amount at the time of service and then have to wait to be reimbursed.

Quality Dental Program

With our quick and accurate claims processing, we pay more than 90% of claims in 10 days or less. Delta Dental also offers world-class customer service from our BenchmarkPortal Certified Center of Excellence call center.

Online Access

Our online Consumer Toolkit lets you access your dental plan securely over the Internet. You can find a dentist, check benefits, select paperless notices, review claims and amounts used toward maximums, print ID cards, and more – all at your own convenience.

A Healthy Smile

Keep your smile healthy with dental benefits from Delta Dental. Your smile is a good indicator of your health. Did you know that your dentist can detect up to 120 different diseases, including diabetes and heart disease? Early detection is one of the best ways to prevent further complications.

Questions?

If you have questions, please call our Customer Service team at (800) 524-0149 or look online at www.DeltaDentalOH.com.



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As a VSP® member, you get personalized care from a VSP network doctor at low out-of-pocket costs.

VALUE AND SAVINGS YOU LOVE.

Save on eyewear and eye care when you see a VSP network doctor. Plus, take advantage of Exclusive Member Extras for additional savings.

PROVIDER CHOICES YOU WANT.

It's easy to find a nearby in-network doctor. Maximize your coverage with bonus offers and savings that are exclusive to Premier Program locations—including thousands of private practice doctors and over 700 Visionworks retail locations nationwide.

PREMIER PROGRAM

Visionworks

QUALITY VISION CARE YOU NEED.

You'll get great care from a VSP network doctor, including a WellVision Exam®—a comprehensive exam designed to detect eye and health conditions.

USING YOUR BENEFIT IS EASY!

Create an account on **vsp.com** to view your in-network coverage, find the VSP network doctor who's right for you, and discover savings with exclusive member extras. At your appointment, just tell them you have VSP.

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EXTRA $20 TO SPEND ON FEATURED FRAME BRANDS* + UP TO **40%** SAVINGS ON LENS

bebe CALVIN KLEIN COLE HAAN FLEXON LACOSTE NINE WEST EYEWEAR

SEE MORE BRANDS AT

EXCLUSIVE MEMBER EXTRAS

YOUR VSP VISION BENEFITS SUMMARY

CUYAHOGA HEIGHTS SCHOOLS and VSP provide you with an affordable vision plan.

PROVIDER NETWORK:

VSP Choice **EFFECTIVE DATE:** 01/01/2021

BENEFIT	DESCRIPTION	COPAY	FREQUENCY
	YOUR COVERAGE WITH A VSP PROVIDER		
WELLVISION EXAM	• Focuses on your eyes and overall wellness	$10	Every calendar year
PRESCRIPTION GLASSES		$20	See frame and lenses
FRAME	• $130 allowance for a wide selection of frames • $150 allowance for featured frame brands • 20% savings on the amount over your allowance • $70 Walmart®/Sam's Club®/Costco® frame allowance	Included in Prescription Glasses	Every calendar year
LENSES	• Single vision, lined bifocal, and lined trifocal lenses • Impact-resistant lenses for dependent children	Included in Prescription Glasses	Every calendar year
LENS ENHANCEMENTS	• Standard progressive lenses • Premium progressive lenses • Custom progressive lenses • Average savings of 30% on other lens enhancements	$0 $95 - $105 $150 - $175	Every calendar year
CONTACTS (INSTEAD OF GLASSES)	• $130 allowance for contacts; copay does not apply • Contact lens exam (fitting and evaluation)	Up to $60	Every calendar year
PRIMARY EYECARE℠	• Retinal screening for members with diabetes • Additional exams and services for members with diabetes, glaucoma, or age-related macular degeneration. • Treatment and diagnoses of eye conditions, including pink eye, vision loss, and cataracts available for all members. • Limitations and coordination with your medical coverage may apply. Ask your VSP doctor for details.	$0 $20 per exam	As needed
EXTRA SAVINGS	**Glasses and Sunglasses** Extra $20 to spend on featured frame brands. Go to vsp.com/offers for details. 20% savings on additional glasses and sunglasses, including lens enhancements, from any VSP provider within 12 months of your last WellVision Exam.		
	Routine Retinal Screening No more than a $39 copay on routine retinal screening as an enhancement to a WellVision Exam		
	Laser Vision Correction • Average 15% off the regular price or 5% off the promotional price; discounts only available from contracted facilities		
YOUR COVERAGE WITH OUT-OF-NETWORK PROVIDERS			
Get the most out of your benefits and greater savings with a VSP network doctor. Call Member Services for out-of-network plan details.			

Coverage with a retail chain may be different or not apply. Log in to **vsp.com** to check your benefits for eligibility and to confirm in-network locations based on your plan type. VSP guarantees coverage from VSP network providers only. Coverage information is subject to change. In the event of a conflict between this information and your organization's contract with VSP, the terms of the contract will prevail. Based on applicable laws, benefits may vary by location. In the state of Washington, VSP Vision Care, Inc., is the legal name of the corporation through which VSP does business.

Log in to **vsp.com** to find an in-network provider based on your plan type.

*Only available to VSP members with applicable plan benefits. Frame brands and promotions are subject to change. Savings based on doctor's retail price and vary by plan and purchase selection; average savings determined after benefits are applied. Ask your VSP network doctor for more details.

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APPENDIX N

FAIR SHARE FEE

A. CHAT recognizes its obligation to fairly and equitably represent all teachers whether or not they are members of CHAT. The notice of the amount of annual fair share fee, which shall not be more than 100% of the UEP dues of CHAT, shall be transmitted by CHAT to the Board's Treasurer by October 10 of each year during the term of this Agreement for the purpose of determining the amounts to be payroll-deducted. CHAT shall also transmit to the Board's Treasurer by October 10 the names of the teachers who have elected not to join CHAT (those who will be paying a fair share fee) as well as those teachers who are CHAT members. The list shall include the amount of dues for each teacher. The Board's Treasurer will deduct the fair share fee from the paychecks of teachers who elect not to join CHAT beginning with the first paycheck in February and continuing in equal installments on the first and second pay of each month through August (14 pays). The annual fair share fee amount shall be deducted in substantially equal payments for the remainder of the paychecks for that school year.

B. The Board's Treasurer shall inform CHAT when there is a newly-hired teacher after the school year begins within five (5) calendar days of that teacher being hired. If that teacher elects not to join CHAT, CHAT shall inform the Board's Treasurer of that within thirty (30) days of that teacher's date of hire and shall also inform the Board's Treasurer as to that teacher's annual fair share fee. Payroll deductions, in substantially equal amounts, shall commence on the first pay date after the later of sixty (60) days of employment or the first paycheck in February.

C. The fair share fee shall be the responsibility of CHAT to prescribe an internal procedure to determine a rebate, if any, for nonmembers which conforms to the provisions of Section 4117.09(C) of the Ohio Revised Code. No teacher is required to become a member of CHAT.

D. CHAT on behalf of itself and the OEA and NEA agrees to indemnify, defend and hold harmless the Board and its designees from any and all claims or for any cost or liability incurred as a result of the implementation and enforcement of this provision provided that:

1. Any claim made or action filed against the employer by a non-member for which indemnification may be claimed must be given in writing by the Board to CHAT within ten (10) days of receiving the written claim.

2. CHAT shall reserve the right to designate counsel to represent and defend the employer;

3. The Board agrees to (a) give full and complete cooperation and assistance to CHAT and its counsel at all levels of the proceeding, (b) permit CHAT or its affiliates to intervene as a party in any proceedings in which the Board is named as a party pursuant to this Article, if it so desires, and/or (c) to not oppose CHAT or its affiliates' application to file briefs amicus curiae in the action;

4. The Board acted in good faith compliance with the fair share fee provision of this Agreement; however, there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to court order) or intentionally or willfully misapplies such fair share fee provision herein.