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AGREEMENT

BETWEEN THE

CLEVELAND HEIGHTS-UNIVERSITY HEIGHTS CITY SCHOOL DISTRICT BOARD OF EDUCATION

AND

THE CLEVELAND HEIGHTS TEACHERS UNION

July 1, 2025- June 30, 2028

THE CLEVELAND HEIGHTS-UNIVERSITY HEIGHTS CITY SCHOOL DISTRICT

Elizabeth Kirby, Superintendent of Schools

THE BOARD OF EDUCATION

Malia Lewis	President
Gabe Crenshaw	Vice President
Dan Heintz	
Phil Trimble	
Jodi Sourini	

THE NEGOTIATING TEAMS

FOR THE BOARD OF EDUCATION

A. Scott Gainer	Treasurer
Dr. Paul Lombardo	Assistant Superintendent
Michael Jenkins	Chief Academic Officer
Rachael Coleman	Chief of Schools
Sean Patton	Human Resources and District Compliance Officer
Lindsay Gingo	Board Counsel

CLEVELAND HEIGHTS TEACHERS UNION

Karen Rego	President
Tiffiny Underhile	First Vice President
Tamar Gray	Second Vice President
Jennifer Bennett	Treasurer
Mark Mrazek	Third Vice President

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PREAMBLE

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

A. All children are entitled to a public education that will encourage the fullest development of their individual talents.

B. Learning is essential to individual independence and the general welfare of the changing American society.

C. Effective learning develops both intellectual and emotional qualities and is for action; its proper evaluation lies in the quality of resultant activity, not mere response.

D. Organized education, a deployment of human and material resources as means toward learning, implies learning for all – students, teachers, administrators – at different levels of understanding and maturity.

E. Organized education is at its best when graced with experimental attitudes and dedicated to the proposition that all issues between organization and learning shall be resolved in favor of learning.

F. All rewards and penalties adopted in the organization of education become legitimate only insofar as they assist learning.

G. For purposes of learning and growth, internal motivations are more valuable than the external, such as, grades and competition.

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

Our school system will provide training in the basic skills.

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

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

A major effort of the teaching-learning process should be the early development of positive self-assurance and the continuing development of individual potential to deal with a changing society, to think rationally and creatively, to be independent and productive, and to choose rewarding life

activities. Thinking, creativity, independence, productivity, and activity are also characterized by individual differences. Yet they must meet external requirements, and these change with the changing society.

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

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

ARTICLE 1 — RECOGNITION

A. Inclusions and Exclusions

The Cleveland Heights Teachers Union, hereinafter referred to as the "Union," is recognized by the Board as the exclusive bargaining representative to represent a unit which is defined as all classroom teachers, school counselors, school psychologists, school social workers, certificated/licensed librarians, non-certificated/licensed librarians, non-certificated elementary media ancillaries, non-certificated alternative learning center ancillaries, media technicians, stage directors, language/speech pathologists, school nurses, Instructional Specialist, Home/School Liaison, Career Education Coordinator, Learning Coaches, Guidance Technician, Occupational Therapist, 21st Century Funded Instructors, short-term, on-call substitute teachers in matters of wages only, and long-term substitute teachers as defined in Article 7, Paragraph H. 2., and subject to the limitations set forth therein, but excluding from all the foregoing, those in administrative positions. In the event that SERB rules any of these positions should be included in another bargaining unit that position will be removed from the bargaining unit immediately. The recognition is for the purpose of discussing with the Board or its representative matters as designated herein.

B. Exclusive Bargaining Agent

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

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

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

C. Effective Dates of the Agreement

This agreement shall become effective on July 1, 2025, except as otherwise provided for herein and shall remain in effect until June 30, 2028, and shall be binding upon the Board and the Union as well as upon their successors until June 30, 2028, except as modified through negotiations provided for in Article 2. This agreement is between the Board and the Union on behalf of the members of the bargaining unit described in Paragraph A, above. This unit is currently represented by the Union, and the agreement was reached through negotiations with the Union. In the event all or a part of said unit described in Paragraph A, above, is hereinafter represented by a different organization, negotiations shall be had

only on the date provided for herein and shall be directed toward a new agreement or an amendment of the within agreement to become effective on June 30, 2028.

ARTICLE 2 — NEGOTIATIONS PROCEDURE

A. Initiation of Negotiations

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

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

B. Tentative Agreements

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

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

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

4. Unless alternative procedure is otherwise agreed to pursuant to Paragraph D, below, the parties will exchange complete proposals on proposed matters for negotiation at an agreed-upon date. Except where mutually agreed upon, additional items shall not be submitted after the second meeting.

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

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

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

8. When agreement is reached between the negotiators, it shall be reduced to writing and shall be submitted by the Union for ratification and if ratified shall be submitted

to the Board for adoption. In such event, the Board shall then make the agreement a part of its official minutes.

C. Impasse Procedure

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

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

In the event FMCS no longer provides mediation services, the parties may mutually agree on the use of another entity and/or service. The parties agree to equally share all costs associated with those entities and/or services for mediation. Such mediation will be pursuant to mutually agreed upon rules. If the parties cannot agree on an entity for mediation, the American Arbitration Association ("AAA") and their accompanying rules shall be utilized.

D. Alternative Procedure

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

E. Distribution of the Agreement

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

2. The format of the printed Agreement shall be determined in conference with the union negotiators.

F. No Strike

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

ARTICLE 3 — UNION RIGHTS

A. Union Dues and Voluntary Political Deductions

1. The Board will deduct from pay of each employee who so authorizes it to do so, in writing, the required amount of fees for the payment of Union dues and voluntary political deductions (COPE) dues on a bi-weekly basis. The authorization for dues shall comply with the provisions of the law and shall be revocable as described in Article 3.A.8. The Union will notify the Board, in writing, of any modifications to COPE deductions.

2. The Union recognizes its obligation to fairly and equitably represent all members of the bargaining unit, whether or not they are members of the Union.

3. No member of the bargaining unit is required to become a member of the Cleveland Heights Teachers Union.

4. The Board shall provide, on request, a list of all members of the bargaining unit, and the dues deductions; a list of new bargaining unit members; a list of bargaining unit members returning from leaves of absence; a list of bargaining unit members granted leaves of absence and a list of employees who terminate employment.

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

6. Any member of the bargaining unit who wishes to revoke the member's dues deduction authorization, and therefore withdraw membership in the Union, shall do so in accordance with Union membership withdrawal procedures that comply with provisions of the law. The Union will within three (3) working days notify the school district Treasurer/CFO or his/her designee when the dues deduction authorization is revoked by any employee, so that the Treasurer/CFO can stop deducting dues. Union membership withdrawal procedures will be provided to the Board upon request.

7. Should Article 3.A of the Contract (or portion thereof) fail to comply with the provisions of the law, such Article or portion thereof, shall be automatically void, but all other provisions of Article 3.A shall remain in full force and effect. At the request of either party, the parties will meet no later than sixty (60) calendar days

after a determination of unlawfulness, in order to bring Article 3.A (or portion thereof) of the Contract into compliance with law.

B. Union Activities - Representation at Professional Activities

1. **Union Representatives**

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

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

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

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

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

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

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

2. **Representation at Professional Activities**

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

In the event a designee, pursuant to Article III B1, has a 200-day contract, the daily rate of pay for a step 14MA times 1.1 teachers shall be used to calculate the payment by the Union as described above. Should both designees hold 200-day contracts, the daily rate of pay for a Step 14 MA times 1.2 teachers shall apply.

3. **Grievance Investigation**

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

4. **New Teacher Orientation**

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

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

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

5. **Ohio Federation of Teachers Convention**

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

The maximum provided by the Board shall be either:

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

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

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

6. **Other Meetings**

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

7. **Newly Hired Employees/Employment Lists**

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

This shall not be construed to limit the provisions of Article 2 — Negotiations Procedure.

8. **Union Officers and Stewards - Assignment**

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

9. **Bulletin Boards, Mailboxes**

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

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

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

ARTICLE 4 — EMPLOYMENT PRACTICES

A. Pre-Employment

1. An employee hired or rehired into the bargaining unit shall initially be placed on day-to-day status pursuant to O.R.C. §3319.10 provided, however, that all such employees shall receive the full contract rights, including rate of pay with placement on the salary schedule and benefits for the time they are on such status. These employees will receive a conditional offer of employment which shall remain intact until all pre-employment procedures, including the criminal history records check have been completed or for ninety (90) working days, whichever comes first, and subject to Board approval. If the pre-employment procedures are not completed after ninety (90) working days, the employee will receive regular contract status.

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

    a. The District shall use the factors set forth in O.A.C. §3301-20-01 (or such similar provision in the final regulations as adopted by the State Board of Education) in considering whether to release the employee.

    b. The employee will be entitled to a meeting or meetings for purposes of being informed of the facts and reasons for the decision to release the employee from employment and to provide the employee an opportunity to rebut or explain any alleged falsifications, misrepresentations or failures to fulfill the requirements of Board Policy.

    c. Prior to any of the aforementioned meetings, the employee shall be given a copy of the FBI or BCI report, or such other documentation that indicates there was a falsification in the application process or a failure to fulfill the requirements of Board Policy.

    d. The employee shall be informed of the member's right to union representation.

3. If pre-employment criminal history information is received after the first ninety (90) working days and reveals a failure to fulfill the requirements of O.R.C. §3319.39, the employee may be subject to being released from employment. Prior to release from employment, the District will follow the procedures set forth in Paragraph 2, subsection a through d above. Further, the employee will not be

entitled to any termination proceedings under O.R.C. §3319.16, but may file a grievance under the contractual procedure if the District, after consideration of the factors in O.A.C. §3301-20-01, decides to release the employee from employment whether or not required to do so by the statute. If the grievance is taken to arbitration under this paragraph, the arbitrator may sustain a grievance only upon a finding that the District acted in an arbitrary or unreasonable manner in reaching its decision.

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

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

B. Resident Educators

1. Introduction

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

a. Resident Educator

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

b. Mentor Teacher

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

i. Mentor Teachers shall be allotted up to 9 half days of release time. The Board will pay all training fees and expense required for Mentor Teachers to receive the mandatory ODE mentor training.

ii. Mentor Teachers may be assigned one or more Resident Educators as determined by the needs of the Program.

iii. Participation as a Mentor Teacher is voluntary.

2. **Mentors**

a. Qualifications and selection

i. The Mentor Teacher must have five (5) years of teaching experience, of which three (3) years have been in the District as a classroom teacher and preferably at least two (2) years in the level or subject area assigned (i.e., elementary, middle school, special education, etc.).

ii. The Mentor Teacher must be trained as a mentor through the current Ohio Department of Education Resident Educator program.

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

3. **General**

a. Resident Educators shall also be required to participate in a teacher induction program that is collaboratively developed by the Administration and the Union or the Local Professional Development Committee (LPDC). The extent of the participation required shall be determined by the LPDC consistent with the Ohio Revised Code.

b. Other than a notation to the effect that a teacher served as a Mentor Teacher, the teacher's activities as a Mentor Teacher shall not be part of that staff member's evaluation.

c. Neither the REPC nor any Mentor Teacher shall participate in the District's evaluation of any Resident Educator.

d. Neither the REPC nor any Mentor Teacher shall be requested or directed to make any recommendation regarding the continued employment of the Resident Educator.

e. At any time, if either the Building Principal or REPC determines that the Resident Educator-Mentor situation is not appropriate, and the concern is not resolved satisfactorily, the issue will be submitted to the Superintendent/designee and the Union President who, subject to mutual agreement, shall have the authority to end the Mentor appointment. Any Mentor whose position is ended and/or any Mentor beginning an assignment after the start of the year will receive a supplemental contract in proportion to time served in that role.

f. The REPC and all Mentor Teachers and Resident Educators shall keep confidential all discussions, actions, materials and other information to the extent permitted by law.

g. Mentor Teachers shall communicate directly with the Resident Educators and shall not discuss/report the performance and progress of the Resident Educator with any administrator, assessor, or other teacher, with the exception of the REPC.

C. Maintenance and Filing of Certification/Licensure

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

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

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

D. Transcripts and Additional Training/ Salary Schedule Placement

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

2. In addition to credit allowed at the time of a teacher's original employment by this system for teaching service outside this system, and in addition to credit for teaching service in this system, experience credit shall be granted for service in the armed forces of the United States to the extent of one year's credit for each full year of such service as evidenced by an honorable discharge certificate/license. Credit

for a fractional year of military service shall be given if the fractional year is equal to at least one-half year. A fractional year of service of less than one-half year shall not result in any credit being given on the salary schedule. However, the maximum experience credit to be allowed for service in the armed services of the United States shall be an amount which, if combined with credit allowed for teaching service outside this system, shall total not more than five years.

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

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

   a. An individual may take courses in the area of the member's current assignments, fulfilling the requirements of an advanced degree program in the member's current assignment, or in an area approved as part of the teacher's IPDP by the LPDC if it falls within the District's K-12 curriculum, without prior approval from the Superintendent. An individual who is taking graduate level courses in pursuit of two (or more) advanced degrees simultaneously shall receive prior approval from the Superintendent for enrollment in all except one of the advanced degree programs in the member's teaching assignment. Such individual shall receive salary credit beyond the MA schedule for credit hours earned upon completion of the requirements for the two (or more) advanced degrees awarded, provided that the requirements of the first sentence of this section have been satisfied.

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

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

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

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

E. Personnel Files

1. The Human Resources Department shall maintain the official teacher files at the central administration building. No other teacher file shall be considered to exist for purposes of documentation in all official matters, transfers, assignments, evaluations, grievances, or any other matters concerning the teacher. All or part of such file may be maintained electronically, provided the bargaining unit member is provided access and copies upon request.

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

3. No material of a derogatory nature about a teacher's service, conduct, character or personality including, but not limited to, situations that may potentially impact a teacher's employment status shall be placed in the file, unless the teacher has had an opportunity to read such material, and the intent to place the material in the file has been expressly noted by the words, "copy Board Personnel File" or "c. Board Personnel File," or "cc. Personnel File," on the material.

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

   a. For matters of discipline, acknowledgement will require a face-to-face meeting.

   b. In all other matters, either party may request a face-to-face meeting to acknowledge such material. Otherwise an electronic signature (i.e. email reply, read receipt etc.) may be used as an acceptable means of acknowledgement.

5. The teacher has the right to respond to any material filed and to have this response attached to the file copy. Such attachments shall be submitted to the Board within sixty (60) calendar days of receiving the material.

6. By appointment, and between the hours of 8:15 a.m. and 4:00 p.m., the teacher shall be permitted to examine the member's file and to reproduce any material in it. A teacher may also request, in writing, that the member's file be provided to him/her

in electronic format, which, absent extenuating circumstances, will be provided within five (5) work days.

7. Members of the bargaining unit may request removal from their personnel files of materials of a derogatory nature. The requests shall be made to the Chief of Human Resources and Operations. Upon making such request, the teacher shall be given an opportunity to justify the member's position and shall have the right to union representation. Materials shall not be removed unless:

   a. Three years have elapsed since the material was inserted and the issue has not occurred again; or

   b. The member is retiring or resigning.

   The above shall not apply to composite evaluations and/or where prohibited by law.

F. Employment Contracts

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

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

3. **Continuing Contract**

   Upon the recommendation of the Superintendent that a member eligible for continuing contract status be re-employed, and approval by the Board of Education, as prescribed and in compliance with the Ohio Revised Code, of the Superintendent's recommendation, a continuing contract shall be entered into between the Board and the member. Teachers eligible for continuing service status are those teachers qualified as described below, who within the last five years have taught for at least three years in the District, and those teachers who, having attained continuing contract status elsewhere, have served two years in the District.

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

   a. A Professional, Permanent or Life teacher's certificate issued upon application submitted to the State Board of Education prior to September 1, 1998 or renewed or upgraded subsequent to September 1, 1998 in accordance with Ohio Revised Code 3319.22; or

   b. A Professional Educator's License issued after October 29, 1996 and proof of at least one of the following:

i. If a master's degree was not held at the time of initially receiving a teaching certificate or an educator's license, thirty (30) semester hours of course work in the area of licensure or in an area related to the teaching field since the initial issuance of such certificate or license; or

ii. If a master's degree was held at the time of initially receiving a teaching certificate or an educator's license, six (6) semester hours of graduate course work in the area of licensure or in an area related to the teaching field since the initial issuance of the teaching certificate or license; or

iii. A teacher holding a senior professional educator license or a lead professional educator license issued under the licensure provisions of the ORC.

c. For bargaining unit members initially licensed after January 1, 2011, continuing contract eligibility is met if the teacher:

i. Holds a professional, senior professional or lead professional license;

ii. Has held an educator's license for at least seven (7) years; and

iii. Has completed either of the following:

a. If the bargaining unit member did not hold a master's degree at the time of initially receiving an educator license, thirty (30) semester hours of coursework in the areas of licensure or in an area related to the teaching field since the initial issuance of that license, as specified in rules which the state board shall adopt;

b. If the bargaining unit member held a master's degree at the time of initially receiving an educator license, six (6) semester hours or graduate coursework in the area of licensure or in an area related to the teaching field since the initial issuance of that license, as specified in rules which the state board shall adopt.

d. Bargaining unit members must have an appropriate certificate or license on file by March 20th of the year to be eligible for continuing contract status. Bargaining unit members who do not have the appropriate licensure/certification on file at the beginning of the year, but who intend to file such prior to March 20th, are encouraged to notify the member's supervisor and the Department of Human Resources at the beginning of the school year.

e. Members, eligible for continuing contract status, who have not attained continuing contract status elsewhere, may be temporarily re-employed for up to two years, under an extended limited contract(s), if recommended by the Superintendent and approved by the Board. If a bargaining unit member is given such extended limited contract, the employee will be provided recommendations on the applicable evaluation form for performance improvement. Upon subsequent reemployment of the bargaining unit member only a continuing contract may be entered into. To the extent that this procedure for granting an extended limited contract differs with that found in Ohio Revised Code Section 3319.11, the parties intend that this provision replaces and supersedes same.

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

4. The Human Resources Department shall publish all bargaining unit vacancies so that bargaining unit members can request consideration. All vacancies will be posted on the Human Resources website with a notification to all members of the bargaining unit, including the Union President.

   In addition, each certificated/licensed bargaining unit member shall receive a preference request form between February 10 and February 25. The preference form shall be returned by March 15 to Human Resources, electronically. Each teacher shall receive the member's tentative class assignment in writing no later than the last day of each school year.

G. Job Sharing

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

1. Tenured teachers with at least three years of experience in the District are eligible to job share.

2. Teachers shall assume responsibility for finding job sharing partners. No teacher shall be required to job share.

3. A written proposal for partnerships must be submitted by March 1st.

4. The total number of job sharing teachers shall not exceed six (6) district-wide, i.e., three pairs per year, unless approved by the Superintendent or his/her designee.

5. Each teacher shall acquire one year seniority for each year of job sharing worked.

6. A job sharing partnership shall last one (1) school year.

7. The salary of the job sharing teacher shall be the percentage of that teacher's salary as set forth in this Agreement which represents a percentage of the job the teacher performs. Benefits also shall be available on a pro rata basis. For example, if two (2) teachers equally share a position, each teacher will be paid 50% of the salary she/he would otherwise earn and be entitled to 50% of the total fringe benefits paid by the Board under this Agreement. Any difference between the 100% paid coverage and the pro rata entitlement shall be paid by the teacher. It is further understood that, due to the need for coordination of educational programming, the actual work needed to facilitate a successful job share may exceed the percentage assigned by the Superintendent for the pay and benefits and the division of the work shall be agreed upon in writing at the time the job share is approved.

8. In order to maximize the continuity of the educational program of students, each participating teacher shall, with advance notice, substitute for the member's partner and shall be paid the appropriate prorated amount at the daily substitution rate. If the partner cannot substitute, a qualified substitute shall be employed.

9. A written grading philosophy and discipline standard in compliance with existing policies will be agreed upon by the participants and the building principal. Said philosophy and standard will be kept on file in the Principal's office, and distributed and discussed with parents/guardians within the first three (3rd) weeks after the start of school. The same holds true for new subjects, if applicable.

10. Equity of work load/time on duty will be attempted at all times by all participants concerned. A schedule will be determined and agreed upon before the building schedule is finalized.

11. Both job sharing teachers must attend Curriculum Night and parent conferences scheduled in accordance with the Negotiated Agreement.

12. Between them, job sharing teachers shall be responsible for performing a full-time equivalency of instructional assignments, and attendance at required meetings. Additionally, job share teachers are required to attend mandatory professional development sessions related to their instructional content areas and in-service related to key District initiatives.

13. To be considered for job sharing, the interested teachers must submit a written proposal detailing how the proposed arrangement will work. This detailed proposal shall outline how their educational philosophies are compatible, how they will share a full-time equivalent load of performance responsibilities, and how they will ensure cohesiveness in instruction for students.

14. No later than May 1, job sharing proposals shall be returned to the job sharing applicants indicating that their applications have been approved or denied by the Superintendent.

15. A job sharing partnership may continue for no more than three (3) years. At the end of the three (3rd) year period, the partnership may continue only if the total

number of allowable partnerships is not previously filled. In that event, the partnership may continue on a year-to-year basis, subject to the approval of the Superintendent or her/his designee. Upon dissolution of the job sharing partnership, the individual job sharing teacher shall be eligible to receive a full-time position subject to the member's certification/licensure.

16. Job Share teachers will be evaluated pursuant to the Negotiated Agreement.

H. Master Teacher

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

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

2. The Master Teacher Committee shall have the following responsibilities:

   a. Communicating information and updates on the Master teacher Program to the teaching and administrative staffs.

   b. Facilitating the Master teacher application process.

   c. Confirming the eligibility of candidates for Master Teacher status.

   d. Reviewing Master Teacher applications.

   e. Granting approval of Master Teacher status to applicants.

3. The Master Teacher Committee shall select a chairperson to call and conduct committee meetings.

4. The Master Teacher Committee shall set a calendar of meetings. Committee members shall be granted released time as needed for the purpose of scoring Master Teacher applications.

5. Minutes of meetings of the Master Teacher Committee shall be recorded, and all meetings shall be conducted in compliance with the Ohio Open Meetings Laws.

6. Should any costs apply to Master Teacher applications required by the Ohio Department of Education, those teachers who are awarded Master Teacher status shall be reimbursed by the Board for such costs.

7. Participation in the district's Master Teacher Program shall also be accepted by the Board as the participating teacher's professional growth plan under the Tier II Alternative Evaluation. Therefore, a teacher who completes the Master Teacher Program shall be deemed to have completed a Tier II Evaluation Program.

I. Local Professional Development Committee

1. The Local Professional Development Committee (LPDC) shall be established to oversee and review professional development plans pursuant to ORC 3319.22.

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

3. Participation in the district Residency Programs is a requirement for all teachers through their first four years of teaching.

ARTICLE 5 — REDUCTION IN FORCE

A. Legal Basis

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

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

B. Attrition

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

C. Definition of Seniority

Seniority shall be here defined as length of service in this school system, being total length counted in years and fractional parts of years. In determining length of service, absences based upon the granting of a leave of absence shall not be included.

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

D. Notice of Suspension of Contracts

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

E. Retention

Within each affected teaching fields (certification/licensure), retention of bargaining unit members and recall of eligible teachers whose contracts have been suspended pursuant to a reduction in force will be based upon seniority only in circumstances when choosing between teachers with comparable evaluations, as described below. For the period of July 1, 2020 – June 30, 2025, comparable evaluations of OTES teachers will be defined as all evaluation ratings above "Ineffective." Thereafter, unless the parties negotiate otherwise, comparable evaluations of OTES teachers will be based on averages of a 4-point scale of

final summative teacher effectiveness ratings, as determined by the Board-adopted, standards-based teacher evaluation policy, averaging the last two CHUH ratings with an Ineffective rating counting as 1, through Accomplished counting as 4.

(1) Average of 1

(2) Average greater than 1, and 2 or below

(3) Above a 2 average

In the event the teacher only has one prior CHUH rating, such single rating will be utilized in the categories above. In the event the teacher does not have any prior CHUH final summative rating (e.g., a first-year teacher), the most recent formal observation rating will be considered to assign a rating to the individual.

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

Teachers who have been retired/rehired.

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

1. Comparable evaluations as defined above, starting with the lowest comparable evaluation group (i.e., group 1 being the lowest group).

2. When evaluations are comparable, seniority in the District shall prevail, with the contract of the least senior limited contract teacher in the affected teaching field the first to be suspended.

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

    a. Comparable evaluations as defined in accordance with Board policy.

    b. When evaluations are comparable, seniority in the District shall prevail, with the contract of the least senior continuing contract teacher in the affected teaching field the first to be suspended.

F. Displacement

In those instances where seniority is involved (i.e., when selecting from teachers with comparable evaluations), a teacher affected by a reduction in force will displace another teacher who holds the lowest position on the seniority list in another area of certification/licensure provided he/she holds a valid certification/licensure in the area, unless there is a teacher or teachers in a lower effectiveness rating category, in which case the displaced teacher must bump the least senior teacher in the lowest effectiveness rating

category available. However, in this circumstance, such displacement may not occur if the result is to retain a limited contract teacher over a continuing contract teacher.

G. Non-OTES Teachers

For bargaining unit members not subject to the Board's standards-based evaluation policy (non-OTES teachers), decisions regarding reduction in force shall be based upon seniority; however, should the employment status of a non-OTES member and an OTES member intersect under this Article, the administration may decline displacement rights should the otherwise displacing member not have experience in the classroom or non-classroom position being sought. Such decisions will not be arbitrary or capricious.

H. Factors Affecting Retention

In those instances where seniority is involved (i.e., comparable evaluations) employees with longer continuous service will be retained in preference to those with less continuous service certified to teach in the same field. In those circumstances, the order of preference for retention among or between employees with the same length of continuous service, certified to teach in the same field, and equally qualified for retention, shall be based in the following sequence in the event of a tie, on (1) the dates of the letters sent (i.e., date on the letter or time stamp of email sent, whichever is earlier) by the Chief of Human Resources and Operations offering employment positions to the affected employees, (2) date of signature on intent letter, (3) date of application for position hired into, (4) degree level at date of hire including additional hours, and (5) the teacher whose birthday is closest to January 1. The employees with the earlier dates of employment offers as indicated on the aforementioned letters shall be retained.

I. Factors other than Seniority in Retention

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

J. Measuring Length of Service

For the purpose of determining preference for retention, where applicable (i.e., comparable evaluations) length of continuous service in employment with the District will be measured on the basis of the length of actual uninterrupted service without regard to the particular number of hours or days worked by employees during the period of service. Length of continuous service will not be interrupted or affected by authorized leaves of absence with pay or authorized leaves of absence without pay for illness or disability, including pregnancy. Leaves of absence without pay other than for illness or disability, including pregnancy, will result in a proportionate decrease in length of continuous service. The

continuous service of an employee who has returned to employment following resignation or other termination of employment will be measured from the date of return.

K. Recall

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

2. No new teachers shall be employed by the Board while there are teachers on the Reduction-in-Staff list who are certificated for any vacancy in a teaching position.

3. In the event that vacancies become available, the Board shall recall teachers to active employment status by giving written notice to them. Said written notice shall be sent to the teachers' last known address and a copy to the Union. It shall be the responsibility of each teacher to notify the Board of any change in address.

4. If a teacher fails to accept active employment status within five (5) business days from the date said notification was delivered, said teacher shall be considered to have declined said offer and shall be removed from the recall list. Teachers unable to accept active employment because they are unable to be released from a contract as a teacher shall remain on the recall list for no longer than the timeframe identified in paragraph 6 below. Teachers on layoff are to notify the Superintendent in writing of any change in their addresses; any additions, deletions, and/or changes in areas of certification/licensure; and any desire to have their names removed from the recall list.

5. A teacher on the recall list shall, upon acceptance of the notification to resume active employment status, return to active employment status with the same seniority, sick leave, and salary schedule placement as said teacher would have earned before suspension or non-renewal.

6. Limited contract teachers shall remain on the Reduction-in-Staff list for a period of two (2) years from the last day of active employment by the District.

L. Compliance with Law

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

ARTICLE 6 — TEACHING DUTIES AND WORKING CONDITIONS

A. Hours of Employment

1. Teacher Work Year

The teachers' school year shall consist of 192 days of service, 38 weeks, in accordance with the official school calendar. Librarians are to work the same year as teachers with libraries opening the first day of school and closing the last day of school. If a teacher has completed all end of year responsibilities indicated on their building's check-out list, the teacher will not need to report to work on the last day. If the teacher attends the last day of work, the teacher may leave when their list is complete.

2. Teacher Work Day

a. The normal work day for 192-day employees under this Agreement shall be a 7.5 hour day.

b. The start time for the following school year shall be published by July 1 with no changes accepted until the next school year.

c. The start times for teachers will be as follows:

i. Elementary: between 8:00 and 8:30.

ii. Middle: between 7:45 and 8:15.

iii. High School: between 7:45 and 8:15.

d. Middle school may maintain a voluntary flexible schedule 7:30-3:00, which may be available to no more than twelve (12) teachers in each middle school at the discretion of the building principal. Teachers who accept this flexible schedule shall be so assigned for the entire school year. Staff members are still required to attend staff meetings.

e. Flexible schedule assignments shall be determined no later than May 15th for the ensuring school year, or as soon as possible for new hires after May 15th. For the 2025-2026 school year, flexible schedule assignments shall be determined no later than the start of the school year.

f. Supervision does not include the Weapons Detection System (or any other electronic security system, excluding cell phones), or searching of personal student/visitor belongings that would be monitored by a non-bargaining unit member or administrator.

g. Building start times may vary at the same level in concert with paragraph c., above.

h. The beginning of the student day will start at least 10 minutes after the start of the teacher day, where no student supervision is required by the teacher.

i. The end of the student day will conclude at least 10 minutes before the end of the teacher day. No student supervision will be required during the last five (5) minutes of the teacher workday.

j. On occasion there may be a teacher who may voluntarily take on an assignment with a different start time. The teacher may opt out of this alternate schedule on the regular preference form and will be honored for the following school year. The Union will be informed prior to the posting of such a position.

k. Teachers who do not instruct students at the beginning of the day may be assigned a duty during the beginning or end of the day in lieu of a duty in the middle of the day.

l. Teachers assigned to an elementary building may be assigned no more than five morning duties in a one-month period and shall be assigned no earlier than ten minutes after the start of the teacher day. Teachers that do not have a class at the beginning and/or end of the day do not have rotation restrictions. All bargaining unit members with assigned classes at the end of the day shall dismiss their classes and supervise their students according to the building's dismissal procedures. All bargaining unit members who do not have assigned classes at the end of the school day shall be assigned a supervision location. If an Elementary Unified Arts teacher is covering TBTs in the morning, he/she shall not have dismissal duties; the classroom teacher will be responsible for dismissal of their students.

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

n. To assist in the transition to school, the first three days of the school year for Kindergarten students shall be staggered entrance days, with approximately one-third of the students attending each day.

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

4. Compensatory time shall be defined as time off work allocated to an employee to offset in equal amounts time worked beyond the normal work day and/or time worked during days which are not work days within the adopted school calendar. Time worked toward compensatory time shall require pre-approval. A bargaining unit member eligible for compensatory time shall maintain a log of time worked beyond the normal work day and shall notify the member's immediate supervisor

at least twenty-four hours in advance of her/his intention to use a compensatory day or days during the school year. Such use of compensatory days shall not require reporting to the Automated Substitute Management System. Members of the bargaining unit who have 200, or 220 contracts shall work the equivalent of two additional days (15 hours) during the academic year by recording and submitting 15 hours of unpaid compensatory time pursuant to this section.

5. Teacher assignments in the high school generally shall not have more than three preparations daily. A teaching preparation shall be defined as a course having a distinct description as listed in the High School Course Selection Guide and where academic credit is given. An assignment to a Special Education Classroom (a.k.a. Resource Period) shall be considered as one preparation.

6. Teacher assignments in the middle schools generally shall not have more than three preparations daily. Assignments where no academic credit is given shall not be considered a preparation.

7. A teacher whose teaching assignment requires travel between buildings shall be paid mileage at the IRS rate that is in effect on the date of travel (the IRS rate changes annually in January).

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

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

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

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

12. If a Secondary Career Technical Teacher has less than five periods assigned with two units of students, the District will provide an additional assignment to ensure full-time status.

13. Members of the bargaining unit who are required to get additional training for the high school CISCO program will be granted professional leave to receive the training necessary to fulfill the requirements. If the teacher is required to attend the training outside of the normally scheduled work year, such teacher shall be

compensated the professional development rate for the time of attendance at the training. If similar programs are placed into the curriculum, the administration will meet to discuss a similar type of arrangement at the request of the Union.

14. **Home Instruction Teachers**

a. The Home Instruction Teacher will be responsible for instructing students receiving instruction at home or at another off-campus location. Session schedules shall be arranged by the Director of Student Services or his/her designee in cooperation with the Home Instruction Teacher.

b. Should the District assign a teacher(s) as Home Instructor on a fulltime basis the terms and conditions of the assignment shall be mutually agreed with the Union via a letter of understanding prior to the start of the assignment.

15. Teachers who voluntarily accept an extra teaching assignment beyond their normal teaching load shall be awarded a differential computed by their additional instructional time divided by 250 instructional minutes. If the extra classes are not daily, then a weekly formula shall be used with 1250 minutes as the denominator.

Teachers who travel between buildings for extra assignment or as part of their normal assigned load shall be given a commensurate amount of planning time in addition to being compensated for mileage at the IRS rate on the date of travel (the IRS rate changes annually in January). Where allotting this time is not possible then the teacher will be awarded a differential for the lost planning time in the same manner as used above.

B. Schedules

1. **Pre-School Teachers**

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

b. The PSE staff represented by Local 795 shall be scheduled for a daily one hour duty free lunch.

c. In addition to IEP meetings, progress reviews, or other related duties, the weekly planning day shall provide for individual planning time, equivalent to the time provided for the elementary schedule, for PSE teachers represented by Local 795. The teachers shall prepare monthly planning day schedules that display their individual planning time. There shall be no more than three- thirty-minute collaboration meetings per month and one monthly forty-five minute staff meeting.

d. Students shall be assigned to any PSE teacher represented by Local 795 for purposes of completing student intake responsibilities. Should the volume

of intakes exceed two per Local 795 PSE teacher per month, the administration will assign other qualified staff members to assist with the intake process. The length of this assignment will be determined by administration.

e. Any meetings scheduled on days other than the planning day including but not limited to IEP meetings, progress review meetings, and intake duties shall be scheduled during the normal work day and shall not be scheduled during the one hour duty free lunch. Pursuant to Article 6, Section C. 4. of the Negotiated Agreement, substitutes shall be provided to release ECC teachers for these meetings.

f. To assist students in the transition to school the first week of the school year shall be devoted to home/playground setting visits. Every attempt shall be made to visit with all students and their parents during this period.

g. Preschool: In the event that there is a full-day Professional Development day scheduled on a Friday, all preschool teachers shall have ½ of the day designated as uninterrupted planning time.

2. **Elementary Teachers**

a. The student instructional day will be a maximum of 6 hours 40 minutes. The allocation of time for subjects will be consistent with the ODE's instructional requirements.

b. All elementary teachers shall have their teaching schedules so arranged so as to have a minimum of 235 minutes per week of planning time during the student day, except during the first 10 days and the last 10 days of the school year the minimum shall be 205 minutes, excluding the one hour duty free lunch period. General education teachers will have their planning time provided by elementary specialist teachers.

c. Any proposed modification of the elementary school schedule from year to year shall follow the decision-consensus procedure set forth in Article III of the Teacher Administrative Partnership (TAP) charter, and shall be memorialized by a Letter of Understanding signed by the Superintendent and Local 795 President.

3. **Middle School Teachers**

a. The student instructional day will be 6 hours 40 minutes. The allocation of time for subjects will be consistent with the ODE's instructional requirements.

b. All middle school teachers shall be assigned six instructional periods of 42 minutes each or the equivalent amount of instructional time allocated in 84-minute instructional blocks. All middle school teachers shall be

assigned a 42-minute planning period daily, a 42-minute team planning/collaboration period daily, and a 42-minute duty free lunch period daily. It is recognized that scheduling needs and instructional planning may result in some middle school teachers being assigned five instructional periods and a duty period.

c. Any proposed modification of the middle school class period schedule from year to year shall, follow the decision-consensus procedure set forth in Article III of the Teacher Administrative Partnership (TAP) charter, and shall be memorialized by a Letter of Understanding signed by the Superintendent and Local 795 President. The Parties acknowledge that the modifications in the LOU may deviate from the language in Article 6.B.3.b.

4. **High School Teachers**

a. The High School Scheduling Committee shall be composed of the high school principals, the guidance liaison, and 5 appointees named by the Union. Co-facilitators shall be chosen form the principals and the Union appointees. Meeting attendance and summaries shall be submitted monthly to Summit.

b. The High School Scheduling Committee shall meet with the purpose of investigating and recommending changes to the master schedule, testing schedules, and assembly schedules taking into consideration the factors reflected below. Any proposed modification of the high school schedule from year to year shall follow the decision-consensus procedure set forth in Article III of the Teacher Administrative Partnership (TAP) charter, and shall be memorialized by a Letter of Understanding signed by the Superintendent and Local 795 President.

i. Where feasible, common embedded planning time by department and/or grade level team. Teachers are expected to exercise their professional judgment in determining when to use individual and/or collaborative planning to best meet the needs of their students;

ii. At least 250 minutes of individual planning time per week;

iii. Protection of instructional time from interruptions due to announcements, early sports release, pullouts for perfunctory tasks such as senior class rings, Ohio State Testing, pep talks, etc.;

iv. Identifying and solving obstacles brought to them by programs at the high school that may conflict with a new schedule, especially with special ed., the arts, career and technical education, and others;

v. Help oversee class load, number of preparations, and assignments of duties with the purpose of identifying possible inequities that might not be necessary; and

vi. Identifying possible professional development that may be needed for a different schedule

vii. The High School Scheduling Committee consider other factors to the extent applicable to a High School master schedule change.

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

d. High school intervention specialists (excluding non-public intervention specialists) shall be scheduled to have five teaching assignments, a conference planning period, a lunch period, and a full period assigned for case management responsibilities, co-teacher planning, and/or other duties related to servicing special needs students. One planning period per week may be assigned to attend a Teacher Based Team (TBT) meeting in accordance with the Ohio Improvement Process.

e. High School Eight-Period Day —

i. An eight-period day will be implemented at the high school:

a. Student start time at least 10 minutes after the start of the teacher day, in accordance with Article 6.A.2.e.;

b. Student end time at least 10 minutes before the end of the teacher day, in accordance with Article 6.A.2.f. No student supervision will be required during the last five (5) minutes of the teacher workday. The student instructional day will be no greater than 6 hours and 41 minutes;

c. Special help until ten minutes before the end of the teacher day;

d. Announcements will be planned for period 1 or 2 by extending that period by 5 minutes.

ii. Duty periods — duties are assignments that do not require preparation grading papers, including; clearing halls of students during class periods, monitoring specific hallways, being assigned to the ALC room to help students with academics or monitor student

behavior, help students with academics including but not limited to study halls to be held in general education classrooms, or office help. Any other duties need to be approved by the TAP Committee by consensus of the committee; if consensus is not reached, proposals will be sent to Summit for consideration. Individual planning and/or collaborative planning may also be scheduled during a teacher's duty period.

iii. Duties at the high school will be assigned to ensure that the assignment is intended to improve the building climate and/or opportunities for students. Teachers will be assigned duties so that there is reasonable equity of responsibility, expectations, and supervisory roles.

iv. Duties that involve supervision of students in non-classroom setting shall have the expectations described in writing and, where necessary, shall have teachers trained to properly execute the assignment.

v. Groups of teachers with the same period available will be assigned a duty and will determine the best way to share the duty by rotating shifts or splitting periods. Teachers will provide their supervisors with the schedule they create.

vi. Teachers shall be assigned no more than the equivalent of four (4) duty periods for every 10 school days.

vii. Teachers who are assigned to teach more than three different preparations shall not be assigned duties.

viii. Teacher preference shall be taken into account when assigning duties. The TAP Committee will assist in collecting this information.

ix. Duty assignments shall be compiled, published, and distributed to the staff along with the master schedule no later than the fourth week of school, and also no later than the fourth week of second quarter, and also no later than the fourth week of third quarter, and also no later than the fourth week of fourth quarter, where duty-period changes have been made for such quarter.

x. The TAP Committee shall be responsible for approving a clear set of rules and expectations around cafe and hallway behavior as well as tardiness to school and class, and consequences for unexcused absences. The plan shall be published in the fall of each year and ready to set into motion before the first day of school.

xi. Students shall be scheduled for at most 7 classes and 1 lunch daily. Study hall(s) during the school day shall be held in general education classrooms. A student may be scheduled to arrive to school after period 1 or leave before period 8 if the student does not need a full schedule. Students who are not scheduled for a period 1 class will not be permitted to be in the hallways until the conclusion of period 1. Students arriving during period 1 may be allowed to use the social room or other approved area for quiet study. Teachers may be assigned a duty as resource teacher for students desiring academic assistance during period 1.

xii. It is the mutual desire of both the high school administration and the teachers that when a student is marked absent or tardy for a class in the electronic gradebook an automated notice (phone call, email or text) shall be sent to the student's parent/guardian notifying the family of the incident.

xiii. High School Liaisons will be given the number of sections of each course that will be offered the next school year, including the number of students requesting each. Prior to department meetings for course selection, the administration may determine the course assignments for up to ten (10) teachers for the upcoming school year. Prior to making the determination for each teacher: (1) the administration will consult with the appropriate High School Liaison; and (2) the administration shall offer to meet individually with the impacted teacher, and the appropriate Liaison may also attend such a meeting. During both meetings, present parties will discuss the reasons for the proposed assignments, and the impacted teacher and/or Liaison will have an opportunity to respond to the proposed assignments. Thereafter, except for administrative assignments described above, the high school liaisons will hold a department meeting with their members to determine which courses and how many that each teacher will teach.

In the event the number of sections of each course changes after course determinations are made, the administration will give the High School Liaisons the revised number of sections of each course, and the number of students requesting each. The administration will provide this information no later than five (5) school days prior to the final day of the school year. The Liaison, in consultation with administration, shall work with the department to resolve the changes within the confines of keeping the master schedule intact; in the event the Liaison cannot resolve the changes by working with the department, the administration will resolve any changes.

The Board and Union recognize that changes after the end of the school year could results in modification of course offerings and

numbers of section for the subsequent school year and that administration will be responsible for making changes needed. Administration will use a good faith effort to consult with the liaisons of the affected departments whenever possible.

f. The Option Program Schedule shall be:

i. Morning Session: 8:30 - 10:55;

ii. Lunch/Planning: 11:15 - 1:00;

iii. Afternoon Session: 1:00 - 3:25;

On Wednesdays there will be 1 hour long FLEX session that will be used for Professional Development, Staff Meetings, and TBTs in accordance with guidelines set in the contract. FLEX time may also be used for Teacher Record-Keeping, Meeting and/or Corresponding with students and/or parents.

Upon request of either party, the Board and the Union shall meet to review, and if mutually agreed, modify the provisions of this schedule if changes are desired to this schedule.

5. Intervention Specialists

a. Intervention specialists may take up to a total of three days of Professional Leave for purposes of completing the IEP/ETR process. Also, those teachers shall have two (2) days at the Curriculum Writing rate to be used beyond the normal work day for completing the IEP/ETR process.

Additionally, the Director of Student Services may give additional days of Professional Leave to those teachers who in the member's discretion need additional days to complete the IEP/ETR process.

b. Teachers who use Professional Leave from this section will use every effort to avoid the use of these days when there are special events at the school or large numbers of substitutes releasing teachers already planned at the school. For example, if the teacher's grade level team will all be in a training session the day chosen to do IEP work, then it would be best if another day was chosen, if possible.

c. In the event a teacher paraprofessional assigned to a Special Education class is absent, the Board shall make every effort to assign a substitute. If a substitute paraprofessional is not assigned and the affected Special Education teacher is without any paraprofessional in the classroom for consecutive days, such teacher shall be compensated at one-half of the rate set forth in Article 7 Section N.7.

d. Intervention Specialist, School Psychologists, and Related Service Providers who have been identified by the administration as needing support in the IEP or ETR writing process shall be offered IEP and ETR support. Intervention Specialists, School Psychologists, and Related Service Providers who are asked to provide the support shall be assigned a pre-approved amount of time, to include release time, to assist teachers identified as needing the support and shall be compensated at the hourly supplemental rate (Article 7, Section O.) for work conducted outside of the regular work day, during planning and conference and/or lunch periods.

C. **Co-Teaching**

When classes are co-taught with an intervention specialist and a general education teacher, the following protocols shall be in place: Teachers paired for the first time in a co-teaching assignment shall be trained in a co-teaching method as scheduled by the District, which shall occur during the normal work day within the first two weeks of the school year, to the extent practicable. Where the co-teaching assignment starts at a time other than the start of the school year, and the co-teaching assignment is expected to last four (4) work weeks or more, teachers paired for the first time in a co-teaching assignment shall be trained in a co-teaching method as scheduled by the District, which shall occur during the normal work day within two weeks of the start of the assignment, to the extent practicable. The co-teaching team shall participate in subsequent training during the work day as determined by the principal. At the District's discretion, in lieu of or in conjunction with the co-teaching method training, teachers paired for the first time may also be provided with one-time joint planning time during the normal work day within two weeks of the start of the assignment.

D. **Meetings**

1. **Meetings** - Required school meetings of an entire school shall not exceed ten (10) per year. These can include one building meeting during the professional closing days in June, and monthly faculty meetings. Meeting dates for all regularly scheduled staff meetings shall be distributed to the staff no later than the end of the second week of school. Principals are encouraged to provide tentative agendas to the building TAP prior to staff meetings. In the event that a meeting is not able to be held due to the unexpected cancellation of classes or other emergency situation, such a meeting may be replaced by a rescheduled meeting by administration within one week, with the understanding that some staff may be unable to attend due to prior commitments.

   a. Staff meetings shall begin 10 minutes after the dismissal of students and shall end no later than 60 minutes after the start of the meeting. The school administration may, in addition to the above, holdduring the normal work day, two more meetings per year.

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

c. The required school staff meeting is held for the express purpose of receiving instructions from the principal as well as for an interchange of ideas among all members of the staff for the purpose of evaluating and improving the school environment, and for professional development in a maximum of six (6) staff meetings. Required staff meetings may not be used for sales and "promotional pitches" including such groups as United Appeal, volunteer agencies, specialized education sales, insurance, etc. An outside speaker, at a staff meeting to explain a fringe benefit of this Agreement, must have consent of both the building principal and the building Union representative

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

2. **Departmental and Grade Level Meetings**

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

3. **Elementary Teacher Collaboration/Grade Level**

No more than one teacher collaboration or grade level team meeting shall be scheduled per week for elementary staff.

4. **Teacher Conferences with Community Agencies**

There are times when teachers are called to meetings with outside consultants, psychologists, Pupil Services Department personnel, school social workers and the like. Because teachers are not obligated to attend outside of the normal work day, scheduling of such meetings that involve participation of representatives from other professions and other community agencies shall be determined by mutual consent of all parties involved.

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

5. **Curriculum Night**

In the event that a teacher is absent from Curriculum Night, 1.0 sick leave or personal leave will be charged against the member's balance.

6. **Extra-Curricular Activities**

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

7. **PTA Meetings**

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

8. **Parent/Guardian Conferences**

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

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

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

b. **Elementary Parent/Guardian Conferences**

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

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

ii. Each teacher shall at the member's option schedule morning, noon-time, afternoon, evening, and weekend conference appointments that are convenient to the teacher and the parent. Telephone conferencing is acceptable only when the teacher and parent agree

that after reasonable effort, they are unable to schedule a face-to-face conference.

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

E. District Professional Development

1. **Professional Development During the Normal Work Day**

a. Professional development during the normal work day (other than during a meeting(s) in Article 6.D.) will be governed by the following:

The professional development must be divided into morning and afternoon sessions of equal length, and must provide a lunch break of not less than one hour for all building-based and on-site professional development; all other such days will have a lunch break of not less than one-and-one quarter hours (for example, if all district staff are at the high school, lunch will be one-and-one quarter hours).

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

ii. The work day for all members of the bargaining unit on in-service days where members who are 192 day employees with different start times are required to attend professional development together shall be 8:15 a.m. to 3:45 p.m. These dates and adjusted start times shall be published to the membership of the bargaining unit within the first four weeks of school.

For building/level based in-service where 192 day members being trained have the same normal work day, they will follow their normal work day.

2. **Professional Development Outside of the Normal Work Day**

a. Voluntary Professional Development: For voluntary professional development requested by the District outside of the normal work day, teachers will be remunerated as follows:

i. An hourly rate as set forth in Article 7 Section N;

ii. One CEU for each 10 contact hours; or

iii. Graduate credit if offered by an accredited college or university; or

iv. One-half credit for salary purposes for every nine contact hours or any fraction thereof.

v. Members of the bargaining unit who are presenters or facilitators at District approved professional development courses shall be compensated for pre-approved preparation and for presentation time that occurs outside of normal work hours at the rates set forth in Article 7 Section N.

b. **Essential Professional Development Outside the Normal Work Day**

"Essential" professional development refers to professional development required by the District. The areas that fall under essential professional development are, AVID, OIP, PBIS, Equity training, Advance Placement (High School only), and Career Tech training. The areas that fall under essential professional development will be reviewed annually by Summit. In determining whether the areas should be updated, Summit will use the Strategic Plan decision-making framework with the final decision being made by consensus among all members of Summit. In addition, the decision of whether OIP training will remain as areas under essential professional development will be made annually, using the consensus process above. Essential professional development will be governed by the following:

i. Paid at the equivalent of the professional development rate as set forth in Article 7 Section N for actual seat time for training sessions.

ii. As with all district sponsored professional development, if an out of town stay is required for more than three nights, the member will not be required to share a hotel room, unless incentivized to share. If a member desires to have the member's own room for out of town stays of 3 or fewer nights, the member may pay the difference of the cost of the member's own room.

iii. There shall be a limit of seven days of mandatory training within a five-year period required of any bargaining unit member which may be waived by the member.

iv. When a choice of dates is available, the member will be able to choose which one to attend from those sessions offered by the District.

v. Members must be notified of the requirement to attend such professional development at least 4 months in advance which may be waived by the member. The details of any professional development will be provided as soon as possible.

vi. When professional development is available in District or in the local area every effort will be made to utilize those sessions.

vii. Members who would prefer not to receive training in one of these models will be transferred no later than the next school year, to a building where such mandatory training requirements are not required if an opening exists in the area of their licensure.

viii. New hires that are required to attend essential professional development before the start of their first year of employment in the District shall receive the same compensation as other District teachers.

ix Members who sign up for essential professional development but are prevented by personal or family reasons will be given an opportunity to attend the next appropriate sessions without penalty. Reasons must be submitted to the Chief of Human Resources and Operations for review and approval.

x. The Summit will review the provisions of this section to monitor progress, compliance, and any problems with essential training.

3. **Educational Research and Dissemination**

The Board shall provide up to six (6) days of professional leave per school year to the Union for the sole purpose of providing AFT Educational Research and Dissemination (ER&D) instructor training. The Board shall reimburse the registration fees for up to two teachers per year. Additionally, the Board shall reimburse the Union $3,000 per course for a maximum of five ER&D courses sponsored annually.

The Union shall be solely responsible for assignment of ER&D instructors after discussion at Summit. By May 31, the Union shall submit to the Superintendent those new ER&D courses it seeks to have offered for credit during the ensuing school year. Such courses must not be inconsistent with District initiatives. If the new ER&D course is approved by the Superintendent, for every fifteen contact hours of ER&D coursework, teachers will be granted one credit for salary purposes (duplicate credit will not be granted on the salary schedule for ER&D coursework for which college credit is earned) and credit towards licensure/certification/licensure. Salary credit will only be earned after a teacher has received a Master's Degree. Each year, there will be an annual review held between the ER&D Local Site Coordinator and the Superintendent/designee. The purpose of this review is to discuss (i) the alignment of upcoming ER&D offerings with current District initiatives, (ii) outcomes from those attending the course(s), and (iii) options for enlisting instructors and participants who have experienced success in implementation of course material in their own teaching for use as part

of District professional training (i.e. mini-course offerings during waiver days, staff meeting presentations on particular topics, etc.).

F. Holidays

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

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

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

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

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

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

G. Severe Weather and Other Emergencies

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

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

H. School Calendar

The school calendar shall be developed and adopted as follows:

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

2. A committee composed of the Superintendent and/or up to three designees, a Board member, the president and the vice-president of the Teachers Union and the president of the PTA Council should develop the calendar (or several alternative

calendars) to be presented to the Board. If the Board does not adopt the suggested calendar, the matter should be referred back to the Committee with reasons for rejection. Thereafter, the Committee should submit counter-proposals to the Board. If the Board rejects the counter-proposal, Committee and Board should confer. If no agreement can be reached, the ultimate decision is within the scope of authority of the Board of Education.

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

3. Three half days per year shall be designated as "Records Days," where teachers have the opportunity to work at school independently. No meetings shall be called during these half days, although teachers choosing to work in teams may do so.

4. In addition to Article 6.H.3., the Friday before President's Day shall be designated as an independent work day, where teachers work independently at their discretion at their location of choice as needed. No meetings shall be called during this day.

5. Starting during the 2025-2026 school year, in addition to Article 6.H.3., the first four days of the 192-day teacher work calendar (excluding new teacher orientation) shall be designated as professional development work days. If any of these dates have adjusted start times, those times shall be published to the membership of the bargaining unit by the last student day.

I. Requests for Volunteers

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

ARTICLE 7 — TEACHER COMPENSATION

A. Salary Procedures

All employees covered by this agreement shall receive salary in 26 installments. The Board and the Union agree to move to a semi-monthly schedule, in which case salary shall be paid in 24 installments, paid on consistent dates of each month (e.g. the 10th and 25th of each month), as long as all Bargaining Units Members are informed by April 1 of a change occurring at the beginning of the following school year. If a pay date is on a holiday or a weekend, the payment shall be made by the last work day before the pay date.

Salary checks for all contract employees will be paid every two (2) weeks on Friday in equal installments. The first salary payment of a school year will begin with the first District-wide existing and ongoing biweekly pay date of the school year provided that two weeks have been worked. This paragraph will not be applicable if the district moves to semi-monthly pay.

It is recognized that there will be school years when it will be necessary to have 27 pay periods due to established bi-weekly pay dates. This paragraph will not be applicable if the district moves to semi-monthly pay.

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

For the 2025-2026, 2026-2027, and 2027-2028 contract years only, there will be 26 pays, and the Board will not enforce the language above regarding "provided that two weeks have been worked," and there will be no gap in pay. Subsequent to the 2027-2028 school year, the current contract language will be in force; however, either party may bring this Article forward to bargain in good faith.

B. Tax-Sheltered Annuity and Deferred Compensation Plans

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

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

1. Such plans are reviewed by the Treasurer and Union.

2. A Hold Harmless agreement is executed between the Board and the company desiring to be accepted by the District.

3. The company will supply annual eligibility calculations for individuals with 403(b) Plans.

C. STRS/SERS Pickup

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

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

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

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

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

D. Automatic Payroll Deposit

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

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

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

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

   a. Names and Social Security numbers.

   b. Contractual salary for the current school year paid by the Board.

   c. The amount of the salary each officer and employee of the Union who is eligible for STRS TPO contributions is scheduled to be paid by the Union for the subsequent school year for service to the teacher professional organization.

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

   a. For this purpose, "days of service" shall only include those days in the District's teachers' contract year, not including holidays and compensatory days for parent conferences. For example, in the 2002-03 District's Teachers' contract year, there are 181 "days of service" (190 days minus 7 holidays and 2 compensatory days).

   b. The teacher's base contract daily rate shall be computed by using the salary schedule amount the teacher will be eligible to receive from the District for the next school year without extended service, ratio or supplemental contracts, divided by the days of service.

   c. The teacher's base contract daily rate as computed under 2.a. above shall be multiplied by the remainder of days after subtracting the days of service used in 2.a. from 250. The resulting product shall be the maximum salary which can be reported in any given year (July through June) for salary paid by the Union to be included for compensation on which STRS credit will be given under regulation.

   d. The Treasurer will also notify the Union of the employer and employee share percentage for STRS for the subsequent school year.

3. Starting with July of each year, the Union will forward to the Treasurer, no later than the last day of each month, a certification/licensure of the payment, pursuant

to the formula set forth in paragraph 2 above, to each Union officer and employee who is eligible for STRS TPO payment together with the employer and employee share of STRS contributions on such salary amounts for all TPO-eligible persons. The Treasurer will forward such STRS payments together with the monthly payroll amounts based upon District payroll to STRS. The Treasurer will not forward any amounts in excess of the maximum allowable as calculated under paragraph Article 7(E)(2), but shall return those amounts to the Union and advise them that no further payment for any affected individual should be made during that fiscal year.

4. The parties agree that it is not the intent of the parties to this Agreement to have the District incur any additional costs under this Letter of Understanding or as a consequence of the additional retirement contributions made to STRS that are attributable to the TPO contributions for any Union officer. Should the District incur any additional costs beyond the amounts paid by the Union under paragraphs Article 7(E)(3) & (4) the District shall notify the Union of such additional costs and the Union will reimburse the District for such costs.

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

F. Salary

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

a. Full credit for experience up to five years for service in the Armed Forces of the United States and public school teaching,

or

Full credit for experience up to five years for service in chartered parochial or non-public schools in the State of Ohio,

or

For career prep teachers, credit for up to five years of experience in settings other than school districts where the employee's responsibilities were exactly the same as the subject the employee will be teaching,

or

For occupational therapists and physical therapists, credit for up to five years of experience in settings other than school districts where the employee was employed in the exact position for which they were hired by the school district.

b. Credit for substitute teaching totaling 120 days of service during one school year.

c. Credit for teaching experience as evaluated by the Superintendent.

2. **Salary Schedule Placement Within System**

a. As designated on the salary schedule for each training category.

b. Early Childhood Education Teachers

i. Early Childhood Education Teachers are bargaining unit members and shall be subject to all rights, benefits, terms and conditions of employment as set forth in this Negotiated Agreement with the following exception - salary schedule placement for existing Early Childhood Education Teachers currently employed by the Board who continue teaching in the Early Childhood Education Program and are not certified/licensed, and are not Intervention Specialists, will have their per diem rate based upon 80% of Teacher Contract Salary and placement at BA-1 to include years of service.

ii. It is expressly understood that the Board will not employ any new non-licensed individuals for these positions and that all current Early Childhood Education Teachers who are not licensed must provide documentation to the Chief of Human Resources and Operations at the end of each school year demonstrating that they are actively working towards obtaining licensure in order to advance to the next level on the above-referenced salary schedule. Upon obtaining appropriate licensure, these individuals will be credited with two (2) years for every three (3) years of service in the position as non-licensed employees in the Early Childhood Education Program, provided that the new salary is not lower. If a non-licensed Early Childhood Education Teacher does not provide documentation at the end of each school year demonstrating that s/he is actively working towards obtaining licensure, s/he will not be advanced on the salary schedule for the upcoming year. Additionally, if a Teacher does not obtain the appropriate licensure by the end of the 2016-2017 school year, s/he will continue to be paid at the member's per diem rate (in effect at the time), until such timets/he obtains licensure.

iii. Early Childhood Education Teachers shall be issued a 192-day contract.

iv. The normal work day for Early Childhood Education Teachers will be 7.5 hours per day. Starting time for new sessions will be decided and the teachers notified at least one month before the start of a new session or change in times.

v. Early Childhood Education Teachers shall be entitled to the same lunch and planning time as other elementary teachers or match the corresponding times for Preschool Intervention Specialists (excluding non-public intervention specialists) as set forth in this Negotiated Agreement.

vi. Bargaining unit members serving as program "directors" during periods when other elementary students are not in session will be paid at the special supplemental rate based on the hourly rate for a BA step 1 teacher Early Childhood Education Teachers will be provided first opportunity to staff these periods before opening these opportunities to other bargaining unit members.

vii. Early Childhood Education Teaching positions for the summer school session shall be posted and compensated in the same manner as other summer school positions in the District as set forth in this Negotiated Agreement, with current Early Childhood Education Teachers being provided with the right of first refusal for such positions. At its sole discretion, the Board may consider alternate arrangements for staffing the full-day Early Childhood Education Program during the summer, including posting positions for two separate sessions (i.e., June through mid-July, and mid-July through the end of August).

viii. If an Early Childhood Education Teacher from the full day program works during a vacation period because the Early Childhood Education Program is scheduled to be in session for students (i.e., a Teacher is required to work when the remainder of the school buildings are closed/other employees are observing the holiday/break such as spring and winter recess or a paid legal holiday), the member's shall receive additional pay for such day(s) in an amount equal to the member's per diem rate. Current Early Childhood Education Teachers will be provided with right of first refusal to work such days on a seniority rotation basis. Each day will be posted as extra work, and Teachers will be able to indicate their interest in working (on a sign-up sheet). Should more than one Teacher express interest in working a particular day, the extra work will be provided to the most senior Teacher. If, however, no Teacher expresses interest in working a particular day, the extra work will be assigned to a Substitute Teacher. Early Childhood Education Teachers shall receive additional pay for working up to ten (10) vacation period days during the school year.

3. **Salary Schedules** *(See, Appendix B)*

Effective the first day of the 2025-2026 school year, the base salary shall increase by 3.25%. A full experience step shall be implemented the first day of the 2025-2026 school year.

Effective the first day of the 2026-2027 school year, the base salary shall increase by 3.25%. A full experience step shall be implemented the first day of the 2026-2027 school year.

Effective the first day of the 2027-2028 school year, the base salary shall increase by 3.25%. A full experience step shall be implemented the first day of the 2027-2028 school year.

Upon ratification of this Agreement by both the Board of Education and the CHTU, each bargaining unit member actively employed by the District as of the date of ratification by both parties shall receive a one-time, non-recurring stipend in the amount of seven hundred and fifty dollars ($750). This stipend shall be subject to all applicable taxes and withholdings and shall not be added to the employee's base salary.

G. Reemployment of Retired Bargaining Unit Members

1. Any bargaining unit member or any teacher who retires under STRS and subsequently is reemployed by the District must be placed at Step 6 of the salary schedule to include the member's academic training level, and will be eligible for subsequent experience steps and academic training steps. Healthcare, dental, vision care, life insurance and income disability insurance will be provided by the Board in the same manner as for any other teacher.

2. A teacher who is employed or reemployed subsequent to retirement under STRS will not be eligible to carry over any sick leave or bring any sick leave into the District but will earn sick leave at the same rate as other teachers under the collective bargaining agreement. Such a teacher will not be eligible for any retirement severance pay under Article 8 Section K.2. of this Agreement. However, if such teacher remains in the employ of the District for at least three years subsequent to final retirement under STRS, the teacher will be eligible for a severance retirement pay equal to one-fourth of the accumulated and unused sick leave earned while employed by the District after retirement under STRS, to a maximum of one-fourth of one hundred twenty days or a maximum of thirty days. Such teacher shall not be eligible for the any Retirement Incentive under Article 8 Section K.4. of this Agreement.

3. In the event of a reduction in staff pursuant to Article 5-of this Agreement, teachers hired under Paragraph 1, above, shall have their contracts suspended or will not be re-employed before any other teacher in the bargaining unit subject to Article 5, Reduction in Force.

4. Any teacher employed under Paragraph 1, above, shall only be eligible for one-year limited teaching contracts, which will be automatically non-renewed without

further notice under law or this Agreement. Any teacher employed under Paragraph 1, above, shall be evaluated in accordance with this Agreement.

5. Except as spelled out in these provisions (Paragraphs 1-5, above), teachers hired under Paragraph 1 above shall have all other rights as specified in the collective bargaining agreement. It is the intent of the parties that this agreement supersedes all other provisions of the collective bargaining agreement and any applicable provisions of the Ohio Revised Code regarding the reemployment of retired bargaining unit members.

H. Substitute Salary Schedule

1. The rate of pay for daily casual substitutes shall be found in Article 7N(2) "Rates of Pay."

2. **Long-Term Substitutes**

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

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

a. Appropriate teacher licensure or comparable professional experience for the long-term assignment.

b. Attendance at staff meetings and departmental or grade level meetings.

c. Participation in Curriculum Night and Parent-Teacher Conferences.

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

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

long-term substitute; and are entitled to IPA days only in accordance with the following paragraphs, beginning with the 2022-2023 school year.

Long-term substitutes otherwise receiving a paycheck in the first payroll in December may receive payment for one IPA day in that December payroll if: between the first teacher work day of the school year and November 15, he/she is employed as a long-term substitute for forty-five (45) work days.

Long-term substitutes otherwise receiving a paycheck in the second payroll in March may receive payment for one IPA day in that March payroll if: between the November 16 and March 1, he/she is employed as a long-term substitute for forty-five (45) work days. Long-term substitutes otherwise receiving a paycheck in the second payroll in May may receive payment for one IPA day in that May payroll if: between March 2 and May 15, he/she is employed as a long-term substitute for forty-five (45) work days.

I. Transfer of Assignment Transition

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

J. 220 Day Contracts

1. 220-Day Contracts

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

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

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

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

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

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

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

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

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

K. Independent Professional Activity

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

L. Extended Time — Days Worked Outside of Contracted Days

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

M. Duties and Assignments Differentials

1. Differentials

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

a. Differentials shall be granted for the following positions:

i. Teachers of all Special Education classes - $750 per year

ii. Speech-Language Pathologists/Occupational Therapists/Physical Therapists/School Psychologists - $750 per year

iii. Head Nurse — MA step 14 x 0.04 per year

iv. Teachers of Combination classes grades 1-5 - $500 per year

v. Literacy Leads — MA step 14 x 0.06 per year

vi. College Readiness (e.g., College Credit Plus (CCP) tasks or similar college credit program coordination, AP, ACT, PSAT, testing coordination) for high school school counselors: $4,200 per year per counselor.

If a high school counselor, without a caseload, is assigned the role of high school counselor with responsibilities for college readiness (College Credit Plus (CCP) tasks or similar college credit program coordination, AP, ACT, PSAT, testing coordination), then the above stipend shall not be paid to the other high school school counselors.

Approved CCP tasks or similar college credit program coordination outside the contract year shall be paid at Extended Time (Article 7L).

vii. McKinney-Vento liaison - $1,500 per year

viii. School counselors assigned to an elementary or middle school, and social workers - $750 differential

2. **Two Hundred (200) day Contracts (School Counselors, Psychologists, Nurses, Title I Teacher Coordinator, Social Workers, Instructional Specialist, etc.)**

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

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

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

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

3. **High School Caseload Compensation**

Except for Music and Physical Education Teachers, teachers shall have their class enrollments adjusted to meet the 110 student caseload or, if in excess of 110 students, teachers shall receive a rate set forth in Article 7 Section N.4.;

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

4. **Learning Coaches**

a. Learning Coaches shall be included in Article 1, "Recognition" of the Negotiated Agreement and shall be 192-day employees.

b. Learning Coaches shall be under the supervision of one administrator for purposes of evaluation.

c. Learning coaches shall have their schedules arranged so as to provide a duty free lunch daily as well as planning/conference time equal to that of the classroom teacher at the grade levels to which they are assigned.

d. Learning Coaches' work schedules will be arranged in collaboration with the classroom teachers with whom the Instructional Coach is working. The classroom teacher and the Learning Coach must agree on the dates, times of their work. The extent and nature of activities and services provided by the instructional coach will be driven by student data, district initiatives, and/or teachers' needs. Grade levels will be targeted annually based on student data and other services provided to staff. Building principals will be kept informed as to meeting times.

e. The Board shall provide weekly planning and collaboration time for the Learning Coaches. Principals will work with the instructional coached and classroom teachers to identify time for collaboration and planning. Classroom teachers and Learning Coaches may meet to plan instruction in lieu of attending grade level meetings no more than once per month and with notification to the principal.

f. Clerical duties including but not limited to data collection, reports, and logs assigned to Learning Coaches shall be reviewed and monitored by the Board and the Union.

g. Learning Coaches shall not have any role in teacher evaluation nor shall they provide any information to any administrator regarding individual teacher performance.

h. An Learning Coach who requests on the member's assignment preference form not to be assigned as an Learning Coach for the subsequent school year shall have that request honored by the Board.

5. **Title I Literacy Leads**

Assignment of teachers as Title I Literacy Leaders shall be on a voluntary basis. Teachers who have accepted assignment as Title I Literacy Leaders shall notify the Chief of Human Resources and Operations using their assignment preference form no later than March 15 if they intend to discontinue their Title I Literacy Leader assignment for the ensuing school year.

The Title I Literacy Leaders shall perform duties and responsibilities as defined in the job description. The Union shall be informed of any intended modification to the job description.

6. **21st Century Funded Instructors**

Individuals employed as 21st Century Instructors shall be placed on Step 1 of the salary schedule on a column reflecting training and education. 21st Century Instructors shall be entitled to all rights, benefits, duties, and obligations provided in this collective bargaining agreement except such employee will cease to be employed at any time when the Board determines their services are no longer needed and are not entitled to statutory or contractual notice requirements; no seniority will be established unless the Board retains any 21st Century Instructor as a regular employee of the School District; the employment status of a 21st Century Instructor shall only be on an as-needed basis; 21st Century Instructors shall not be entitled to or subject to evaluations under the provisions of this contract and not entitled to advancement beyond STEP 1 of the salary schedule while serving as 21st Century Instructors.

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

N. Rates of Pay

1. Professional Development:

a. An hourly rate of $25 per hour for attendance at District offered voluntary or essential professional development outside the work day.

b. Presenter/facilitator $38 per hour for presentations done outside of the normal work day.

c. Pre-approved preparation for presenter/facilitator $25 per hour.

2. Substitute Salary Schedule – no more than $140 per day – see Article 7 Section H.2.

3. Long-Term Substitutet– see Article 7 Section H.2.

4. High School Caseload Compensation:

   a. $500 per quarter caseload honorarium based on class rosters of 111 or more students at the end of each quarter.

5. Combination classes grades 1-5 - Up to $200 per year for supplies and equipment.

6. Curriculum Writing (Article 7 Section P): with prior approval, $25 per hour when performed outside of normal work hours.

7. Substitute Duties (Article 7 Section Q) which includes lunch and detention coverages:

   a. Before an elementary/secondary teacher is asked to assume the assigned responsibilities of another teacher, the building principal will seek volunteers where there are no teachers who have planning time beyond the contractual planning time minutes. If there are no volunteers, a teacher may be assigned.

   b. All licensed bargaining unit members so assigned shall be compensated as follows for extra assignment sheets:

      i. $47 an hour

      ii. $170 per day

      iii. A teacher who is covering a class because the teacher has planning time beyond the contractual planning time minutes will not receive the additional compensation.

   c. In the event that a paraprofessional assigned to a special education class is absent, the Board shall make every effort to assign a substitute. If a substitute paraprofessional is not assigned and the teacher is without any paraprofessional for two consecutive days, the teacher shall be compensated as follows:

      i. $23.50 an hour

      ii. $85 per day

      NOTE: Middle Schools and High Schools are period-by-period coverage

8. **Authorized Additional Duties**

Teachers will be compensated at $25 per hour for attendance at: Kindergarten Night, Elementary Concerts, Elementary Family Math and Proficiency Night, and for any other authorized additional duties.

9. Elementary Classroom Opening and Closing (Article 7 Section S) — up to 24 hours at the professional development rate for a combination of Opening and/or Closing during the summer. Teachers requesting this payment will provide documentation, signed by the building principal, confirming the dates/times they opened/closed their classroom.

10. School Camp/Curricular Trips - $80 each night (Article 7 Section T).

11. Summer Programs rate - $44 per hour (Article 7 Section U).

12. Saturday Academy, Saturday School Instructors, tutors, and Home Instructors - $44 per hour (Article 7 Section U).

13. Hourly Supplemental Rate of Pay

    Where applicable and specifically referenced in this Agreement, the hourly supplemental rate of pay shall be $32.

14. Ancillaries (ALC and Media)/Non-Teaching License Staff (Stage Manager, Guidance Technician)

    a. Ancillaries (ALC and Media)/Non-Teaching License Staff (Stage Manager, Guidance Technician) that hold a substitute or teaching license may be reassigned at the discretion of the building administrator to the responsibilities of a teacher using Paragraph 7.b. rates above.

    b. Ancillaries (ALC and Media)/Non-Teaching License Staff (Stage Manager, Guidance Technician) that do not have a substitute license and/or Temporary Non-Bachelor's Substitute License may be assigned to perform non-instructional supervision and will only be paid if it is during their lunch at half (.5) the rates under Paragraph 7.c. above.

15. For classroom teachers, they may choose to volunteer tutor during their planning period and/or lunch periodt– $38 per hour

O. Supplemental Contracts

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

A certificated/licensed staff member will receive a supplemental contract for the following school sponsored extra-curricular activities. Compensation for such activities shall provide

for the total compensation for all additional time worked. Such compensation also shall be in lieu of any released time except as noted.

Supplemental contracts may be canceled by the Superintendent due to unforeseen safety concerns, a natural disaster, an epidemic, an act of terrorism, or where the cancellation is for other reasons beyond the District's control, with payment for such supplemental pro-rated as follows:

	25% of supplemental contract value	50% of supplemental contract value	75% of supplemental contract value	100% of supplemental contract value
Non-Athletic supplementals	If the contract is canceled after Board action to approve the contract but on or before the first teacher work day of the school year	If the Board-approved contract is canceled after the first teacher work day of the school year but on or before the last day of the first quarter	If the Board-approved contract is canceled after the last day of the first quarter but on or before the last day of the second quarter	If the Board-approved contract is canceled after the last day of the second quarter
Athletic supplementals, marching band, and cheerleading	If the contract is canceled after Board action to approve the contract, but on or before the first scheduled regular season contest/game dates have occurred (excluding playoffs)	If the Board-approved contract is canceled after the first scheduled regular season contest/game dates have occurred (excluding playoffs), but on or before 25 percent of the regular season scheduled contest/game dates have occurred (excluding playoffs)	If the Board-approved contract is canceled after 25 percent of the scheduled regular season contest/game dates have occurred (excluding playoffs), but on or before 50 percent of the scheduled regular season contest/games have occurred (excluding playoffs)	If the Board-approved contract is canceled after 50 percent of the scheduled regular season contest/game dates have occurred (excluding playoffs)

In the event of cancellation as described above, the Superintendent may determine that partial work should continue to occur after cancellation for certain supplementals in order to allow supplemental contract holders to continue to communicate with and otherwise appropriately support students, as determined by the supervisor. If a supervisor assigns such partial work to a supplemental contract holder, then he/she shall receive one quarter of the pay he/she would otherwise have received had the contract cancellation not occurred for the period of partial work. (e.g., for an athletic supplemental canceled at 40 percent of the scheduled game dates, he/she would receive 75% of the supplemental contract value, plus ¼ of the remaining 25% value).

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

When supplemental contracts are due for renewal or continuation, the Board shall list all supplemental contract positions as open positions and shall post all supplemental contract positions for a period of no less than 10 working days. The Board shall issue all supplemental contracts in compliance with the rank order specified in Article 7 Section O.1.c. of this Negotiated Agreement and shall comply with all other features of the applicable state laws specifically ORC 3313.53.

For athletic supplemental contracts, the written job descriptions will be used to determine if candidates are "sufficiently qualified" as termed in this Section. Revised job descriptions will be approved by the Board and the Union prior recommendations under such revised job descriptions.

1. **Supplementals - *Supplementals are multiples of*** *(X = .08 x BA Minimum)*

(Xt=.08xtBA Minimum)		
Category	**Multiplier**	**Effective 7/1/2025**
A	2.2	$ 8,672
B	1.5	$ 5,913
C	1.0	$ 3,942
D	0.8	$ 3,154
E	0.7	$ 2,759
F	0.6	$ 2,365
G	0.4	$ 1,577
H	0.3	$ 1,183
I	0.2	$ 788

(X =.08x BA Minimum)		
Category	**Multiplier**	**Effective 7/1/2026**
A	2.2	$ 8,954
B	1.5	$ 6,105
C	1.0	$ 4,070
D	0.8	$ 3,256
E	0.7	$ 2,849
F	0.6	$ 2,442
G	0.4	$ 1,628
H	0.3	$ 1,221
I	0.2	$ 814

(X=.08xtBA Multiplier)		
Category	**Multiplier**	**Effective 7/1/2027**
A	2.2	$ 9,247
B	1.5	$ 6,305
C	1.0	$ 4,203
D	0.8	$ 3,362
E	0.7	$ 2,942
F	0.6	$ 2,522
G	0.4	$ 1,681
H	0.3	$ 1,261
I	0.2	$ 841

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

Category	Level	Supplemental
A	H	Freshman Faculty Manager plus $1000, Faculty Manager plus $500 each; HC Football, Basketball, Track (with indoor); Vocal Music, Musical and Theatre Choreographer, Marching Band (all games).
A	M	Faculty Manager
B	H	HC Baseball, Lacrosse, Swimming, Wrestling, Soccer, Ice Hockey, Softball, Field Hockey, Volleyball, Bowling AC Basketball, Track (with indoor), Concessions, Musical Director Project Build C Football
	M	HC Basketball(Gr.8), HC Basketball (Gr.7); AC Basketball
	EMH	Lead Mentor (w/LPDC); CHAMPS Teacher Leader, Before & After School Program Lead
C	H	Intramurals, Forensics, Newspaper Advisor, Annual Advisor, Music Instrumental and Vocal, Cheerleaders, Department Liaison (elected by department members); HC Cross Country, Tennis, Golf, Gymnastics, Conditioning; AC Track, Baseball, Soccer, Wrestling, Swimming, Softball, Field Hockey, Ice Hockey, Volleyball, Lacrosse, Bowling, Gospel Choir; Robotics, TV Production Supervisor, Audio Engineering; C Freshman Football, Rugby, Career Tech Student Organization (CTSO)
	M	M HC Wrestling, HC Football (Gr.8), HC Football (Gr.7), Robotics, Bowling HC
	EMH	Lead Mentor (w/o LPDC), Resident Program Mentor (2 Residents). , Mentor Facilitator (2-Mentees)

Category	Level	Supplemental
D	H	AC Tennis, Cross Country, Publications Business Manager (no homeroom); Team Leader grades 9 and 10, AC Football, Music Orchestra Director (2 Weekends), Marching Band Asst. (1), Senior Class Advisor, Flag Football
	M	Intramurals, HC Baseball, Soccer, Track, Tennis, Volleyball, Softball, Field Hockey, Lacrosse, Team Leader, Swim Team
	E	Grade Level Team Leader
E	H	H Dramatics (2 plays), Multi-Cultural Center Advisor, Student Council Advisor, Swim Cadets, Footsteps, Unity, Student Council, TV Production, Japanese (Asian) Culture Club, National Honor Society, Improvisation Team, Jewish Students' Union, Gender Sexuality Alliance Club, Musical Orchestra Director, Leading Ladies, Students Against Destructive Decisions, National Technical Honor Society, Spanish Club
	M	Intramurals, HC Baseball, Soccer, Track, Tennis, Volleyball, Softball, Field Hockey, Lacrosse, Bowling HC, Team Leader, Gender Sexuality Alliance Club, Spanish Club
	EMH	Resident Program Mentor (1 Resident), LPDC Member, Data Liaison, Master Teacher Committee Liaison, Member of Leadership Training Team, Mentor Facilitator (1-Mentee)
F	H	H Educators Rising, MSAN, Musical Stage Director, Diving Coach
	M	Vocal Concert (2 evening concerts per year per presenter), Instrumental Concert (2 evening concerts per year per presenter) AC Track, Field Hockey, Softball, Baseball, Soccer, Volleyball, AC Lacrosse, Free Book Inventory, Honors Choir Director, Challenge Choir, Student Council, Wire Choir, Jazz Ensemble
	EMH	Conflict Mediation Advisor
G	H	Chess, Hall of Fame, Literary Magazine, Project Support, AFS, Drill Team, Dance Squad, Majorettes, Knitting Club, Science Olympiad, Tri-M Honorary Music Society, Musical Staff Musician, Theater Designer
	M	Assemblies and Dramatics, Cheerleaders, Drill Team, Educators Rising, Newspaper, Social Director, Stage, Ticket Manager, Science Olympiad, OMEA Music Director, National Junior Honor Society; MSAN
	E	School Crossing Guard Supervisor, Student Council, Vocal Concert (2 evening concerts per school year), Foreign Language Travel (Boulevard), Intramurals, Honors Choir
	EMH	Intervention Support Coach, Member of Master Teacher Committee
H	H	Academic Challenge, Academic Decathlon, Key Club, Pep Band; AC Forensics Sr. Ohio Model United Nations, Technology
	M	Chess, Yearbook; Mock Trial, Environmental Club, Technology, Coding Club, Builder's Club

Category	Level	Supplemental
	E	Choreographer, Technology, K-Club
	EMH	Conflict Mediation Assistant; TAP, BLT Team Member, PBIS (up to five members per school)
I	MH	Power of Pen (2), Art Club, Academic Challenge (middle schools)
	E	Young Men oftNoble
	EMH	Ski Club
0.5 oftH	EMH	Student Teacher supervision
0.5 oftI	EMH	Instrumental Concert (1 evening concert per school per person)

a. Time Schedule of Supplemental Contract Payment

Personnel holding supplemental contracts that require year-long activities will be paid on the regular teacher pay dates. This payment will be included in the regular paycheck.

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

The high school football coaches who work during the month of August will be paid 1/2 of the supplemental contract salary on the first regular teacher pay date in October. The remainder of the salary will be paid at the close of the football season.

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

First: Certificated/licensed employees

Second: Non-certificated/licensed employees

Third: Certificated/licensed applicants who are not employed by the District

Fourth: Non-certificated/licensed applicants who are not employed by the District.

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

d. A certified/licensed staff member may receive compensation for supervision of a school sponsored activity recommended by the principal and approved in advance by the Superintendent, when such service is for

two or more consecutive days, Saturdays and Sundays are not included. The activity must be beyond the official school calendar to be approved for compensation. The amount of compensation will be subject to budgetary limitations and allocations of funds, with an eight-hour day and regular contract salary, prorated, as maximums.

2. **New Supplemental Contracts**

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

a. Applications shall be accepted, considered, and approved for any and all supplemental contracts without regard to the sex of the applicant.

b. If a person who has been issued a supplemental contract under this section is unable to perform the responsibilities of the supplemental contract because of being out of work on sick leave for more than twenty consecutive working days, the payment of the supplemental contract will stop, the person will be notified, and another person will be asked to temporarily fulfill the responsibilities of the supplemental contract. In the event the supplemental contract is for an elected position (*e.g., high school liaison*), the appropriate parties shall elect a temporary replacement.

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

d. The Summit shall establish a committee and process for reviewing proposals for new supplemental contracts, making recommendations for modifying existing supplemental contracts, and help standardize expectations and job descriptions for supplemental contracts. This committee shall meet prior to the expiration of the negotiated agreement for the purpose of making recommendations for the new contract.

P. Curriculum Writing

Members of the bargaining unit shall be paid for writing curriculum units or guides, courses of study, etc. The administrator shall confer with the teacher to determine the hours needed. Payment shall be at the rate set forth in section Paragraph "N" Rates of Pay, above, when performed outside of normal work hours. It is understood by the Union and the Administration that the teacher(s) involved in the curriculum writing process will submit written drafts for feedback by the Administration. Feedback shall determine if the project shall continue.

Q. Substitute Duties

Regular duties of a teacher shall include the duty to cover for an absent teacher when directed to do so by the teacher's immediate supervisor. This does not decrease the

obligation of the administration to obtain substitute teachers for such duties whenever sufficient notice of an absence has been received. In the event an elementary/secondary teacher is asked to assume the assigned responsibilities of another teacher, the teacher shall be paid at the rates set forth in section Paragraph "N" Rates of Pay, above. The current practice of teachers mutually agreeing to cover or substitute for each other for one or more periods but for less than a day shall not be affected by this provision but shall continue as in the past, subject, however, to the approval of the immediate supervisor of any such temporary and short substitution. Entry Year Teachers shall not be assigned to substitute coverage, unless no other members of the bargaining unit within the building are available to provide substitute coverage.

R. Authorized Additional Duties

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

S. Classrooms

1. All teachers assigned to elementary buildings shall be entitled to up to 24 hours paid at the Professional development rate of pay set forth in Section Paragraph "N" Rates of Pay, above, of the Negotiated Agreement during summer recess for purposes of classroom closing and/or classroom preparation. Teachers requesting this payment will provide documentation signed by the building principal, confirming the dates/times they opened/closed their classroom. Service provided under this section shall be voluntary except for new bargaining unit members hired for the ensuing school year and who are subject to the provisions of Article 3 Section B3.

2. All teachers assigned to secondary buildings shall be entitled to up to 8 hours paid at the Professional development rate of pay set forth in Section Paragraph "N" Rates of Pay, above, of the Negotiated Agreement during summer recess for purposes of classroom closing and/or classroom preparation. Teachers requesting this payment will provide documentation signed by the building principal, confirming the dates/times they opened/closed their classroom. Service provided under this section shall be voluntary except for new bargaining unit members hired for the ensuing school year and who are subject to the provisions of Article 3 Section B3.

3. **Kindergarten Paraprofessional**

In the event that an paraprofessional assigned to a kindergarten class is absent, the Board shall make every effort to assign a substitute. If a substitute paraprofessional is not assigned and the kindergarten teacher is without any

paraprofessional for two consecutive days, the teacher shall be compensated att½ of the rate set forth in Section Paragraph "N" Rates of Pay, above.

T. School Camp — School Curricular Trips

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

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

Additionally, they shall be reimbursed for approved expenses.

U. Summer Programs

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

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

3. Summer program salaries shall be established at the hourly rates as set forth in Paragraph N. "Rates of Pay," above.

4. Summer program assignments shall be for a period of not more than six weeks/thirty days including July 4 (Independence Day), which shall be a paid holiday if it falls during the summer programs assignment. Summer programs teachers shall be issued payment at the rates established Paragraph N., "Rates of Pay" above. In addition, if there is a summer programs staff meeting prior to the opening of the summer program, all teachers are required to attend and will be paid at the hourly summer program rate in Paragraph N, "Rates of Pay," above. Salary payments shall be issued on the Board's regular bi-weekly schedule with a two-week lag in pay, so the first pay will be either three or four weeks after the start of the program.

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

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

7. The provisions of Assault Leave, of the negotiated agreement between the board and the union, shall be in force and apply to all summer programs teachers who are absent due to incidents of assaults during the summer programs. Absences due to Assault Leave shall not cause a reduction in pay for summer programs assignment as per Article 9 Paragraph L – Assault Leave. Days absent due to assault leave shall not be charged to the teacher's regular accumulation of sick leave or personal leave.

8. The provisions of Jury Duty, of the negotiated agreement between the Board and the Union shall be in force and apply to all summer program teachers. However, no teacher shall receive summer program pay for days absent due to jury duty unless the teacher received notice of jury duty subsequent to accepting a summer program assignment.

9. No teacher shall have a vested right to any summer program position.

10. Summer program teaching time shall not be included in computing seniority.

11. The rate of pay for summer program substitutes shall be at the rates set forth in Rates of Pay Section N.

V. Saturday Academy/Saturday School Instructors and Home Instructors shall be compensated the hourly rates as set forth in Rates of Pay Section N:

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

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

W. TAP Committee

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

a. Summer Retreat Attendance – Professional development rate of pay; and

b. TAP Committee Service – Paid at the rate set forth in Paragraph O, Supplementals, above.

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

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

ARTICLE 8 — INSURANCE AND FRINGE BENEFITS

A. Medical and Hospitalization

1. **Hospitalization**

The Board shall provide single or family medical coverage.

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

a. Effective July 1, 2025, the full-time employee monthly premium contribution for medical coverage, including prescription drug, will be 11% of the monthly premium for single coverage and 11% of the monthly premium for family coverage

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

b. Effective July 1, 2027, the full-time employee monthly premium contribution for medical coverage, including prescription drug, will be 12% of the monthly premium for single coverage and 12% of the monthly premium for family coverage

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

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

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

4. **Application.** Application for the above plan may be made at any time while employed.

5. **Cranial Prosthesis (Wigs).** Coverage will be provided as follows: One Cranial Prosthesis (wig) will be covered when due to a medical condition and/or treatment. The maximum allowable cost will be $200. The wig may be synthetic or human hair.

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

7. **Telemedicine benefit**

8. **SaveonSP Program**. Members whose specialty medication is eligible for this Program shall enroll and participate; once properly enrolled, the member's

responsibility shall be $0 in copay. (If the SaveonSP Program is no longer available for a specialty medication, Article 8.E. copays shall apply.)

9. Coverage shall be provided for members or family members who choose to alter their bodies either surgically and/or hormonally for purposes of transgender reassignment (i.e. the coverage that is in place in the plan design as of January 2020)

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

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

12. **Existing Policies.** No contribution will be made by the Board toward family coverage if the applicant is being covered by an existing policy's family coverage fully paid by the contract-holder's employer.

13. **Waiver of Coverage.** Any bargaining unit member covered under family coverage of the school district's health insurance who is eligible for family coverage or any bargaining unit member who subsequently becomes eligible for family coverage because of a change in marital status, who declares in writing to the District Treasurer before September 15 that he/she does not elect to be covered under one of the District's insurance options under Section A and E for the entire school year may opt out of the District Plan, if he/she is covered by another plan outside the District. Said election shall be effective at the 1st day of the month following election and shall continue until a new election is made pursuant to the provisions of this section. Additionally, employees hired after September 1 and employees who first become eligible for benefits after September 1 may declare in writing to the District Treasurer that he/she does not elect to be covered under Section A and E or the remainder of the period from the date of hire through the subsequent August 31 may opt out of the District Plan, if he/she is covered by another plan outside the District. If an employee opts out of the medical plan coverage of the District, that employee may only be permitted to change the member's election and to reenroll under the health plan prior to the following August 31 if (1) there has been a change in status that would permit the employee to change the member's election under the applicable rules and regulations of the IRS under Section 125 of the Federal tax law, and (2) such change would be a qualifying event defined by the health plan of the school district. If the employee's election of no coverage remains in effect until the following August 31, said bargaining unit member shall be paid $1,000 for the 12-month period from the effective date of the member's election [or number of months employed or eligible for benefits to August 31 if a new employee or first time eligible employee or to the end of the month for which coverage has not been received if the election is changed as permitted in this paragraph] (prorated for persons who have prorated insurance to the same percentage as paid by the Board for prorated insurance). If and only if twelve

fulltime equivalent bargaining unit members are eligible for the payment in this paragraph (family coverage) or the paragraph below (single coverage) (i.e., the number of eligible bargaining unit members for family and single combined must equal twelve), if the employee's election of no coverage remains in effect until the following August 31, said bargaining unit member shall be paid an additional $2,000 for the 12-month period from the effective date of the member's election [or number of months employed or eligible for benefits to August 31 if a new employee or first time eligible employee or to the end of the month for which coverage has not been received if the election is changed as permitted in this paragraph] (prorated for persons who have prorated insurance to the same percentage as paid by the Board for prorated insurance). The payment provided in this section shall be paid in a lump sum no later than June 30 in that school year that coverage was waived.

Any bargaining unit member under single coverage of the school district's health insurance plan who declares in writing to the District Treasurer before September 15 that he/she does not elect to be covered under one of the District's insurance options under Section A and E for the entire school year may opt out of the District Plan, if he/she is covered by another plan outside the District. Said election shall be effective at the first day of the month following election and shall continue until a new election is made pursuant to the provisions of this section. Additionally, employees hired after September 1 and employees who first become eligible for benefits after September 1 may declare in writing to the District Treasurer that he/she does not elect to be covered under section A and E for the remainder of the period from the date of hire through the subsequent August 31 may opt out of the District Plan, if he/she is covered by another plan outside the District. If an employee opts out of the medical plan coverage of the District, that employee may only be permitted to change the member's election and to reenroll under the health plan prior to the following August 31 if (1) there has been a change in status that would permit the employee to change the member's election under the applicable rules and regulations of the IRS and under Section 125 of the Federal tax law, and (2) such change would be a qualifying event defined by the health plan of the school district. If the employee's election of no coverage remains in effect until the following August 31, said bargaining unit member shall be paid $500 for the 12-month period from the effective date of the member's election [or number of months employed or eligible for benefits to August 31 if a new employee or first time eligible employee or to the end of the month for which coverage has not been received if the election is changed as permitted in this paragraph] (prorated for persons who have prorated insurance to the same percentage as paid by the Board for prorated insurance). If and only if twelve fulltime equivalent bargaining unit members are eligible for the payment in this paragraph (single coverage) or the paragraph above (family coverage) (i.e., the number of eligible bargaining unit members for family and single combined must equal twelve), if the employee's election of no coverage remains in effect until the following August 31, said bargaining unit member shall be paid an additional $1,000 for the 12-month period from the effective date of the member's election [or number of months employed or eligible for benefits to August 31 if a new employee or first time eligible

employee or to the end of the month for which coverage has not been received if the election is changed as permitted in this paragraph] (prorated for persons who have prorated insurance to the same percentage as paid by the Board for prorated insurance). The payment provided in this section shall be paid in a lump sum no later than June 30th in that school year that coverage was waived.

14. Plan Design: Effective March 1, 2021, or February 1, 2021; whichever date in sooner based on when Medical Mutual can convert to Appendix D; the Board agrees to provide the medical plan design as included in Appendix D.

B. Spousal Employment

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

C. Same Sex Domestic Partners

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

D. Health Care Related — Insurance Committee

The Board and Union have a mutual interest in ensuring that employees and their families have the best benefits possible for the dollars spent on health care. Therefore, the Insurance Committee, comprised of representatives from all bargaining units and representatives from the finance department will meet at least quarterly to examine out health care plans to determine how to maximize cost efficiency and have a healthy workforce. The committee shall also investigate plan options and designs, and recommend any changes to be negotiated before the end of the current contract cycle.

E. Dental, Vision Care, Prescription Drug, Hearing, and Skilled Nursing

These benefits are guaranteed as follows:

Dental:	100% Preventative (to include pit and fissure sealants) and 80% basic/major/restorative (to include implants) (annual limit of $3,300) on dental; and 80% orthodontia (lifetime limit of $3,300).
Prescription Drug:	Prescription drug as included in Appendix D.
Vision Care:	Eye Exam - up to $70.00

Lenses and Frames:
Single Vision up to $180.00
Bifocals up to $205.00
Trifocals up to $230.00
Contacts up to $130.00
Progressive lenses up to $205.00

Skilled Nursing: The benefits in effect in 1991.

Hearing: Hearing exam – up to $70
Hearing aids - $1,000 per ear every 24 months

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

F. Adverse Selection and Part-Time Prorate

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

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

G. Existing Coverage

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

H. Fixed Costs: Disability and Life Insurance

The Board will provide for income disability continuity coverage and life insurance the sum of $25.55 per month, $306.60 per year, for each full-time member of the bargaining unit.

1. The Board will provide full ($63,000) life insurance coverage to all members assigned three-eighths (3/8) time or more, and half ($31,500) life insurance coverage to all members assigned less than three-eighths (3/8) time.

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

Monthly Coverage	$ 12.55
Total Yearly Coverage:	$150.60
Income Disability:	Plan selected by the Union

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

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

I. Multiple Bargaining Units

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

J. Changes

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

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

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

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

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

K. Other Benefits

1. Workers' Compensation

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

2. Retirement Severance Pay

Bargaining unit members with ten (10) or more years of service with the District may elect at the time of retirement from active service under the State Teachers Retirement System Law to be paid in cash for part of the value of the member's accrued but unused sick leave credit to a maximum payment of one-fourth of three hundred sixty days (90); plus one-eighth of three hundred sixty one through four hundred sixty (361-460) days.

A member of the bargaining unit who has ten years or more of service with the state or any political subdivision of the state, but less than ten (10) years with the District, may elect at the time of retirement from active service under the State Teachers Retirement System Law to be paid in cash for part of the value of the member's accrued but unused sick leave credit which shall not exceed one-fourth (1/4th) of the total number of accumulated but unused sick leave days not to exceed thirty (30) days.

Such payment shall be based on the teacher's rate of pay at the time of retirement. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the teacher at that time. Payment shall be made only once to any teacher. Payment will be made for any unused personal days at the teacher's daily rate of pay at the time of retirement.

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

3. Employee Assistance Program

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

4. Retirement Incentive

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

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

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

5. **Retirement Enhancement**

Bargaining unit members who submit written verification of service credit earned as documented on their STRS or SERS Annual Statement of Account (bargaining unit members may use a combination of STRS and SERS Annual statements), shall be eligible to receive an additional payment of $700 during their first five years of eligibility. This additional compensatory payment will be paid in monthly increments during the contractual cycle. Bargaining unit members will submit the written documentation required in each of the five years on or before November 15 to be eligible for the retirement enhancement payment for that year.

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

6. **Payment and Deferral of Retirement Incentive:**

a. Notwithstanding anything in this Agreement or Board policy to the contrary, in accordance with the terms of this Section and any related provisions of a plan document adopted by the Board to comply with the requirements of Section 403(b) of the Internal Revenue Code (the "IRC"), certain retiring employees shall have their Retirement Incentive (as defined below) mandatorily paid into an annuity contract or custodial account that is designed to meet the tax-qualification requirements of IRC Section 403(b) (a "TSA"). Such payment shall be in lieu of the payment being made directly to the retired teacher. For purposes of this Section, this arrangement is referred to as the 403(b) Plan. The TSA that shall be used for the 403(b) Plan shall be the group annuity contract of VALIC. 403(b) Plan participants

shall be required to complete VALIC enrollment forms; and unless and until a teacher does so, no contribution of Retirement Incentive shall be made to under the 403(b) Plan on behalf of the teacher. A successor company(ies) to VALIC may be selected at any time by mutual agreement of the Board and The Cleveland Heights Teachers Union.

b. For purposes of the 403(b) Plan, the term "Retirement Incentive" shall include:

   i. Any Retirement Incentive payment that a teacher is entitled to including two payments of $12,000 each to be paid as soon after June 30 as practicable by the Treasurer's Office in the year of retirement and the following year.

c. Participation in the 403(b) Plan shall be mandatory for any teacher who:

   i. Is entitled to the Retirement Incentive, and

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

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

ARTICLE 9 — LEAVES OF ABSENCE

A. Sick Leave

1. All members of the bargaining unit shall be credited with current sick leave at the beginning of the school year and to the extent that any bargaining unit member has less than 10 days at such time, shall be advanced sick leave so there is a minimum of 10 days. Such advance shall not be credited unless the employee has reported on the first contract day, excluding Labor Day. No additional sick leave shall be credited until the advanced days have been earned.

2. Sick leave shall be earned and accumulated at the rate of 1-1/4 days per month of employment, to a maximum of 15 days per year. Those terminating employment before completion of contract and/or employed for parts of a school year will be credited at the rate of 1-1/4 days per month served. Accumulated sick leave is available only after current annual sick leave credit is used. The accumulation of sick leave shall be unlimited.

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

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

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

6. In case of a contemplated absence because of any circumstances set forth in item 4 above, the teacher shall report by telephone, via the internet, in writing, or personally to the Human Resources Department (371-7405) giving the date of contemplated absence and citing the circumstances.

7. Payment for sick leave is obtained by entering an absence via the internet or calling the Automated Substitute Management System using the individual PIN assigned when first registering with the system. Entering an absence by internet or calling

in to the Automated Substitute Management System is considered a digital signature.

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

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

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

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

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

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

12. **Medical Leave**

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

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

B. Family and Medical Leave (FMLA)

The Family and Medical Leave Act (FMLA) and its associated regulations will apply to all bargaining unit members who meet its eligibility requirements. For purposes of this Section, "12-month period" is defined as the "12-month period measured forward from the

date the employee's first FMLA leave begins" (i.e., the leave year is specific to each employee). The member is entitled to twelve (12) weeks of leave during the 12-month period beginning on the first date FMLA leave is taken. The next 12-month period commences the first time FMLA leave is taken after the completion of any previous 12-month period.

C. Pregnancy/Maternity/Child Care Leave

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

2. Up to five (5) paid pregnancy/maternity leave days per pregnancy (gestational and non-gestational) may be used by a teacher immediately following the birth of a newborn, paid at 100% of their base pay. Accumulated paid sick leave may be used by a pregnant teacher for such period before and after delivery as is recommended in writing by her physician, except that a physician's report shall not be required for use of such sick leave during the six (6) weeks prior and the six (6) weeks subsequent to delivery and immediately following the use of paid pregnancy/maternity leave days.

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

4. **Child Care Leave:**

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

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

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

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

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

5. **Adoption Leave**

Leave without pay shall be granted to a male or female teacher who becomes the parent of a child by adoption. Such leave shall begin any time within thirty-one (31) working days after the adopted child becomes a resident of the household and only if the adopted child is under the age of five on the date the adopted child becomes a resident of the household. Such leave shall extend for the balance of the school year. An additional two leaves will, upon request, be granted, each for an additional full school year. Up to five (5) paid leave days per adoption may be used by a teacher immediately after the adopted child becoming a resident of the household and only if the adopted child is under the age of five on the date the adopted child becomes a resident of the household, paid at 100% of their base pay. Additionally, sick leave to a maximum of thirty (30) days may be used upon the adoption of a child immediately after the adoption occurs, provided that only one spouse employed by the Board shall be granted such leave. Prior notice should be given as early as possible.

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

D. Personal Leave

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

The accumulation of personal leave for personnel on the teacher's salary schedule shall not exceed five days. Accumulations in excess of five days, as of the first day of any school year shall be converted to sick leave and added to the member's sick leave accumulation.

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

To obtain payment for personal leave, the employee shall enter the request via the internet or calling the Automated Substitute Management System using the individual PIN assigned when first registering with the system. Entering an absence by internet or calling in to the Automated Substitute Management System is considered a digital signature. Falsification of such form shall be grounds for disciplinary action up to and including termination.

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

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

Personal leave shall be for personal business which cannot be performed at any other time. Except for personal leave immediately preceding or following a school vacation period, the teacher need not describe nor reveal the nature of such business, but need only state, in making the request, that the leave is necessary to attend to personal business which cannot be performed at any other time.

Members of the bargaining unit employed on less than a full-time basis shall be entitled to such leave prorated according to their fraction of full-time employment.

E. Religious/Holy Day Leave

When an absence is required because of a religious holy day and the employee requesting such leave has exhausted the member's allowed days of personal leave, the leave will be granted, and when granted, the teacher shall receive not the member's normal per diem pay, but rather, the member's normal per diem pay less the pay of a substitute teacher for a maximum of nine (9) additional days. Any additional days taken beyond twelve (12) for religious holy days will be at no pay. In the event that such teacher subsequently desires personal leave for other than religious holy days after personal leave has been exhausted, up to three days at no pay may be granted under the terms of Paragraph E., above.

F. Professional Leave

1. Professional leave may be granted for:

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

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

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

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

4. Employees taking professional leave are required to report their absence to the District substitute system.

5. Registered candidates for certification under the National Board of Professional Teaching Standards may request and shall be granted two days of professional leave for purposes of preparing for NBPTS assessments. Should the candidate fail to

submit the portfolio and fail to complete the NBPTS assessment, two days of personal leave shall be deducted from the candidate's personal leave bank.

6. **Professional Study Leave**

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

a. With Compensation

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

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

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

b. Without Compensation

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

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

expire at the end of the school year in June, at which time the teacher shall be reassigned.

7. **Foreign Assignment**

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

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

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

G. Other Non-Professional Leaves

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

H. Return from Unpaid Leaves

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

I. Jury Duty

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

J. Compulsory/Court Leave

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

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

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

K. Assault Leave

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

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

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

statement, assault leave form, or a physician's certificate is grounds for disciplinary action up to and including termination.

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

An employee who is on assault leave must apply for disability benefits under SERS/STRS as soon as the employee becomes eligible. Board payment for assault leave shall be discontinued as of the date of the SERS/STRS board decision as to whether the employee is eligible for disability benefits or is otherwise eligible for SERS/STRS benefits for age or for retirement. An employee who has not been granted SERS/STRS disability benefits will be expected to return to work or, if the employee presents appropriate medical documentation, may continue on an unpaid medical leave pursuant to the provisions of Section 35.017 of this Negotiated Agreement. In all other respects not covered by this section, the provisions of O.R.C. §3319.143 shall apply. The Board shall have the right to schedule periodic medical examinations at its expense, not to exceed one every 90 calendar days of an assault leave, to confirm the continuing disability. If the medical examination differs from the bargaining unit member's licensed medical physician's medical opinion, the Board may require the employee to obtain a third medical examination from a medical-board-certified physician selected by both the bargaining unit member and Board at the Board's expense. (In the event the parties cannot reach agreement on the physician selection, a referral will be sought by the bargaining unit member and Board through the Cleveland Clinic Foundation and/or University Hospital System for an in-network medical-board-certified physician who has not previously treated the bargaining unit member.) The opinion of the third health care provider is final. An employee who retires pursuant to this section shall have the right to be returned to assignment up to five years after retirement. Upon request, the retiree will be returned to assignment at the beginning of the subsequent school year provided that an appropriate physician's statement is submitted to the Chief of Human Resources and Operations by May 1 of the preceding school year.

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

L. Eligibility for Fringe Benefits While on Unpaid Leaves

1. As to unpaid leaves taken under this Agreement employees will waive retirement and all other benefits during the period of such leave except that the Board will, on request, continue the insurance coverage with the following provisions:

    a. The employee may have the following choices of continuing benefit packages as follows:

        i. Medical and hospitalization, including Medicare

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

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

b. The employee shall choose one package or multiple packages in any combination.

c. The cost of the benefits chosen shall be borne by the employee.

d. The choice shall be made before starting the leave and, once made, shall not be changed, except that the employee may elect at any time to discontinue all benefits for the duration of the leave.

e. The employee cannot choose benefits in which the employee was not participating prior to the leave.

2. **Part-Time Proration**

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

3. **COBRA Eligibilities**

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

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

a. The COBRA qualified beneficiary may have two choices as follows:

i. Medical and hospitalization, including Medicare, Article 8 Section A.7.

ii. Article 8 Section E (includes dental, drug, vision, skilled nursing in one package).

b. The beneficiary shall choose one, both, or neither.

c. The cost of the benefit or benefits chosen shall be 102% of applicable premium.

d. Coverage notification, choice, payment, beginning, and ending shall all be in compliance with rules of COBRA.

M. Catastrophic Leave

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

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

In addition, any member of the bargaining unit who is currently absent due to a member of the immediate household's catastrophic, long-term, life-threatening illness or accident and has exhausted all of the member's accumulated sick leave, is eligible to receive up to twenty (20) days of sick leave donated by other members of the bargaining unit, as described herein.

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

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

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

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

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

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

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

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

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

ARTICLE 10 — TEACHER EVALUATION

A. OTES

1. In accordance with Ohio Revised Code Section 3319.111, a standards-based teacher evaluation policy must be adopted by the Board and thereafter included in this Agreement, and all subsequent renewals and extensions, for application to OTES teachers. Prior to implementation of the policy for OTES teachers, any material effects of that policy on terms and conditions of employment must be bargained by the parties in accordance with law. Similarly, any subsequent revisions to that policy which materially affect terms and conditions of employment must be bargained prior to implementation.

2. **Appraisal Review Committee (ARC)**

   The Appraisal Review Committee (ARC) with four (4) members appointed by the Union and four (4) administrators appointed by the Superintendent, which may include the Superintendent, has been established for the purpose of providing necessary stakeholder input and required consultation with teachers relative to the development and subsequent revision of the Board's OTES policy in addition to making recommendations to the Board and CHTU for approval to changes to this Article for non-OTES teachers. In addition, the ARC will address student growth measures, student learning objectives (through the 2019-2020 school year only), value added, vendor assessments and related matters as they pertain to teacher evaluation. The ARC shall be an ongoing collaborative committee. Changes recommended by the ARC will not become a part of this Agreement for non-OTES bargaining unit members unless adopted by the Board and approved by the Union. The ARC will meet no less than ten (10) times per year or as otherwise determined by the Committee.

B. Non-OTES Bargaining Unit Members

1. **Program for Teacher Evaluation**

   The following represents the evaluation procedures for non-OTES members of the bargaining units and where the language varies from state law, the parties intend that the contract language will supersede and replace same. All other rights, including hearing rights, accruing and deriving from the Ohio Revised Code, including among them, ORC Section 3319.11, are protected statutory rights of the members of the bargaining unit. Evaluations conducted under this procedure must, except for the areas and dates delineated, comply with ORC 3319.11.

2. **Evaluators, Procedures, Dates**

   a. Evaluators must be administrators and have one of the following (i through vii) certificate/licenses or qualifications.

      i. Principal Certificate/License

ii. Assistant Superintendent Certificate/License

iii. Superintendent Certificate/License

iv. Educational Administrative Specialist Certificate/License

v. General Supervisor Certificate/License

vi. Career Technical Education Supervisor Certificate/License

vii. Certain Administrators without the above certificate/license explained below:

During internship, the assignment of the evaluator shall be determined by the Residency year internship mentor-teacher program according to the rules of the Residency year internship mentor-teacher program.

b. Administrators who are not based in school buildings and who are responsible as evaluators shall be responsible for writing all formal observations and evaluations of any teacher assigned to them for evaluation purposes. These administrators shall consult with the building principal(s) of all teachers assigned to them for evaluation purposes.

i. Should the consultations between the teacher's assigned evaluator and the building principal(s) result in the issuance of a "U" unsatisfactory rating on the formal evaluation based on input from the building principal(s), that principal shall be present at the evaluation conference and will also sign the evaluation form.

ii. If the evaluating administrator is unable to complete the evaluation because of an extended unforeseen absence, for example for a serious illness, the Director will assign another administrator to complete the evaluation.

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

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

e. Should a written evaluation note areas of performance in which improvement is desired, then the same written evaluation must include specific recommendations for improvement in the area or areas noted.

f. No limited contract teacher may be non-renewed for performance unless the evaluations specified in Section 7 below have been performed. Teachers

non-renewed for reasons of reduction in staff pursuant to Article 5 need not be evaluated.

g. The first evaluation must be completed with a written report to the teacher no later than January 15.

h. The second evaluation must be completed with a written report to the teacher no later than April 1.

i. Limited Contract Evaluation Schedules:

i. The two evaluations per September-June school year noted with the completion dates of January fifteenth and April first shall be effective for limited contract teachers hired/employed previous to December first of that school year.

ii. One evaluation with a completion date of April first shall be considered sufficient for limited contract teachers hired between December first and February fifteenth of a September-June school year.

iii. Evaluation is not required for limited contract teachers hired after February fifteenth of a September-June school year.

iv. Generally, limited contract teachers with seven or more years of teaching experience in the district shall be placed on a two year evaluation cycle.

3. **Continuing Contract Teachers**

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

4. **Pertinent Dates**

Teacher Report Day	Evaluations begin
October 1	Notification deadline for evaluation of continuing contract people
November 30	Last hire date for two evaluation people
January 15	First evaluation deadline
February 15	Last hire date for one evaluation people
Marcht20	Last date for filing of credentials for continuing contract eligibility
April 1	Second evaluation deadline
June 1	Evaluations completed on continuing contract people

C. Evaluation Procedures Delineated

1. Introduction &Goals

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

a. Provide recognition and commendation for quality instruction.

b. Improve instruction in all areas at all levels.

c. Promote a supportive and nurturing classroom environment.

d. Eliminate ineffective instructional practices.

e. Develop more positive and cooperative staff attitudes.

f. Develop greater flexibility and adaptability to new ideas and situations.

g. Assure that only the best possible candidates receive tenure in our district.

h. Assure greater uniformity and consistency within the evaluation process.

2. The Guidelines

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

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

3. Recommendation for Employment

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

4. Teacher Signature

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

5. Copies

a. Teacher Evaluations & Commentary

Copies of evaluations and commentaries must be distributed to teacher, evaluator, and to the Board Personnel File.

b. Classroom Observation

Copies of observations are distributed to teacher and evaluator.

6. **Evaluation Cycles**

a. The Chief of Human Resources and Operations will supply each evaluator with a list of all their staff to be evaluated during the current school year.

b. The Chief of Human Resources and Operations will distribute to all evaluators a list of the staff assigned to more than one (1) building, their cycle and the evaluator responsible for the evaluation.

7. **Evaluator's Responsibilities**

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

b. Evaluator will retain a copy of the completed evaluation, commentary and observation forms.

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

ARTICLE 11 — DISCIPLINARY PROCEDURE

A. Right to Representation

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

B. Due Process

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

1. Reason for the meeting.

2. Scheduled meeting time(s) and date(s).

3. Topic of the meeting.

4. The right to a representative from The Union.

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

C. Disciplinary Responses

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

Disciplinary responses available to the Board include verbal or written reprimands, suspensions with or without pay and termination under Ohio Revised Code. Suspensions without pay are intended to be used for more serious disciplinary infractions. Disciplinary measures may be repeated depending on the circumstances of the infraction. The Board may also conclude a disposition with a "no finding" response.

D. Privacy of Proceedings

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

E. Termination

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

ARTICLE 12 — GRIEVANCE PROCEDURE

A. Preamble

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

B. Grievance Definition

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

C. Informal Process

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

D. Formal Procedure

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

1. The formal grievance initiation must be written by the teacher on a standard form (see appendix) prepared by the Union and the Board of Education jointly. The grievant will indicate on the grievance form when the informal and/or Step 1 procedure(s) has/have taken place.

2. The form shall include, in writing, a statement of the facts, individual or individuals specifically involved, reference to the provision in the Agreement allegedly violated or the basis for grievance, and the specific remedy requested.

3. The written formal grievance form shall be signed by the grievant and delivered to the principal of the school in which the grievant is employed or to the member's immediate supervisor.

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

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

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

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

E. Grievance, Step 1

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

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

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

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

5. A copy of the disposition shall be given to the Union representative and to the Chief of Human Resources and Operations.

F. Grievance, Step 2

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

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

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

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

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

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

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

G. Grievance, Step 3

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

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

2. If the decision is to proceed to grievance mediation, the teacher and the District will mutually notify FMCS and schedule the mediation promptly.

3. In the event FMCS no longer provides mediation services, the parties may mutually agree on the use of another entity and/or service, or to meet without a mediator. The parties agree to equally share all costs associated with those entities and/or services for mediation. Such mediation will be pursuant to mutually agreed upon rules. If the parties cannot agree on an entity for mediation, the American Arbitration Association ("AAA") and their accompanying rules shall be utilized.

H. Grievance, Step 4

1. If the mediation at Step 3 is unsuccessful or if mediation is not selected by the teacher, the Union may submit to the Board a notice of arbitration. Such notice must not be later than twenty (20) days after the conclusion of the mediation. The notice shall include the specific provision of the agreement involved/violated and/or the basis of the grievance, and the name of the person who will represent the Union in the arbitration. The Board shall thereupon submit to the Union the name of the person who will represent it in the arbitration, and the two persons so named shall, within ten (10) days thereafter, attempt to agree upon an arbitrator.

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

3. The arbitrator shall limit his/her decision strictly to the application and interpretation of the provisions of the Agreement. The hearing shall be pursuant to the rules of the American Arbitration Association, as appropriate.

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

I. Time Limitations

In determining the time limitations, Saturdays, Sundays and Holidays shall be excluded.

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

J. Grievant Rights

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

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

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

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

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

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

K. No Reprisal

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

L. Administration-Union Concerns

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

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

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

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

5. These position papers shall be submitted to the Summit.

6. At the next regularly scheduled Summit meeting the concern will be put on the agenda for discussion and possible resolution. If a consensus opinion is reached the Summit will publish it to the membership via the District and Union websites.

7. The Union does not relinquish its right to keep the Board informed of these matters.

M. "Class" Grievances

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

N. Amendment to Grievance Procedure

The Grievance Procedure may be amended through formal negotiations.

ARTICLE 13 — SUB-CONTRACTING

A. Subcontracting of Work Performed by Bargaining Unit Members

Subcontracting of any work which is performed or could be performed by members of this 795 bargaining unit whether employed, or to be employed, shall be a mandatory subject of bargaining. In an effort to reduce and avoid possible subcontracting issues, the Superintendent/designee will notify the Union President/designee of any anticipated contracted services that may fall within this Article to enable the Union to share concerns prior to the District finalizing the terms of such contract.

1. The following are exceptions to the above:

   a. Two intern psychologists

   b. Orientation Mobility Instruction

   c. Purchased audiological services done outside of the schools.

   d. Other purchased services, intermittently purchased previous to September 5, 1989.

   e. Auxiliary Psychologists, Nurses, Health Paraprofessionals, L.D. Teachers and Gifted and Talented Teachers who are already subcontracted.

   f. Testing of students for purposes of identifying students for Gifted Education

   g. Substitute services for SLP, OT, and PT may be utilized at the District's discretion when the related service provider is absent or precluded by other job responsibilities from providing the direct services to students.

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

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

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

4. It is recognized by both the Board of Education and the Union that changes in law may cause either party to desire to discuss this section on sub-contracting previous

to the negotiations for a successor contract. In such instances, discussion shall be pursuant to the rules under Administration-Union Concerns.

5. Three (3t) positions per school year from funds by a fiscal agent other than the Board of Education for a position that is not named in Article 1, "Recognition" of the Negotiated Agreement; such three (3t) FTE positions can continue from year to year without expiration. In addition, two (2) FTE positions per school year from funds by a fiscal agent other than the Board of Education for a position that is not named in Article 1, "Recognition" of the Negotiated Agreement; such two (2) positions shall not continue beyond two school years unless otherwise mutually agreed. (School year 1 for the Linkage Coordinator and College Now Coordinator shall be the 19-20 school year.). Notice shall be given to the Union President in writing in advance of posting, and/or upon agreement with the fiscal agent for staffing.

6. No more than one full time intern or two part-time interns shall be supervised by a District Social Worker during any given school year.

B. CHUH Students Not Being Instructed by CHUH Teachers

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

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

ARTICLE 14 — NON-CERTIFICATED/LICENSED STAFF

A. Lunch Supervision

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

B. Middle School Lunchroom and Study Hall

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

C. Elementary School Libraries

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

1. Classroom teachers shall not be assigned to library instructional duties.

2. All persons working in the school libraries shall be certificated/licensed librarians, non-certificated/licensed librarians, or non-certificated/licensed school ancillaries.

3. The Board shall have the right in future years to further reduce library positions. In such event, tenured certificated/licensed librarians shall have the right to assignment to classrooms in the member's other areas of certification/licensure. Any tenured librarian laid off due to a lack of certification/licensure shall be entitled to become certified in classroom instruction and to be reassigned to continuing service in the order of seniority in the district if and when teaching positions become vacant or are created for which any of such librarians are or become qualified.

D. Non-Certificated Ancillaries

1. All ancillaries' school year shall consist of 192 days, in accordance with the official school calendar.

2. If administration wishes to shift the start and end times for a particular non-certificated alternative learning center ancillary position, the member holding that position must be notified by July 1 for the change staring during the following school year, or if newly hired, must be informed at the time of hire.

3. Middle and high school ancillaries shall have a morning break, afternoon break, and lunch that shall be at least 60 minutes combined, where lunch is at least 30 minutes duty free. Elementary school ancillaries shall have a lunch that shall be 60

minutes duty free. Besides those times, such Ancillaries shall be assigned at the discretion of the building principal, including for example, substituting for an absent teacher, and/or other duties as assigned.

4. In the event of a reduction in ancillary staff in either classification, ancillary positions shall be reduced by reverse seniority within the classification. Ancillaries shall be recalled in order of seniority within the same classification – non-certificated media ancillaries recalled to media positions, and non-certificated alternative learning center ancillaries recalled to ALC positions. The same timelines for reduction in force of certificated/licensed staff shall be used for ancillaries.

5. Ancillaries shall be evaluated once per year using a form and timeline developed by the Appraisal Review Committee. The Appraisal Review Committee will also develop the process for addressing performance concerns. This plan will be published in the Evaluation Handbook.

6. **Elementary Media Ancillaries**

   a. Media Ancillaries shall not perform professional instructional duties such as teaching a library class or a class on research methods. Activities, such as reading to a group of students or helping students find resources, are not considered professional instructional duties.

   b. Media Ancillaries may serve in a support role in maintaining library collections in consultation with a certificated school librarian.

   c. Teachers may leave the library when their students are in media.

7. Alternative Learning Center Ancillaries

   a. Alternative Learning Centers (ALCs) shall be staffed by non-certificated alternative learning center ancillaries for the purpose of providing an in-school suspension setting. Additionally, at the elementary level, the ALC Ancillary will be trained to assist with student de-escalation for non-disciplinary situations to facilitate the student's return to the classroom. A log documenting the visit, including the name of student, date, time, duration, and reason, will be maintained by the ALC Ancillary and regularly reviewed by the SAT and TAP.

      i. The number of students in an alternative learning center at the high school shall not exceed 16 students at any one time during the day. The number of students in an alternative learning center at middle school and elementary school shall not exceed 12 students at any one time during the day.

      ii. High school and middle school teachers shall be notified no later than the morning of the day prior if their student is referred to day-

long Alternative Learning Center placement so that arrangements can be made for students to get work to complete in ALC for the day missed from class.

b. District classroom teachers shall not be reassigned to the position of non-certificated alternative learning center ancillaries.

c. In the event that a District classroom teacher is required to provide supervision for an ALC room during the member's planning/conference time, that teacher shall be paid pursuant to the applicable coverage rate (i.e., not pursuant to the ancillary salary schedule). Elementary teachers shall not have their planning time reduced below 235 minutes per week during the student day (*See* Article 6 Section B.2.b), unless they volunteer to provide such supervision or in accordance with Article 6 Section B.2.b.i; if their planning time would not be reduced below 235 minutes (except as allowed under Article 6 Section B.2.b.), then the District can require them to provide supervision for an ALC room.

d. Although it is understood that Alternative Learning Center Ancillaries do not provide initial instruction in a subject, they should assist students with the work they need to complete for class.

e. Alternative Learning Center Ancillaries shall be trained so that they can work with students to provide social emotional support and to help students understand why they were removed from their classes and work toward gaining coping skills that will help avoid similar issues going forward.

E. Nurses' Paraprofessionals

1. The Union accepts the assignment of nurses' paraprofessionals to the district's schools and acknowledges that those nurses' paraprofessionals will be placed in a bargaining unit other than one of the Cleveland Heights Teachers Union bargaining units.

2. The Board agrees that the number of full time school nurses employed effective April, 2002 by the Board will not be reduced nor will the work hours of any part-time nurse be reduced due to the hiring of nurses' paraprofessionals. In the event of a reduction in force, no school nurses shall be subject to layoff while any nurses' paraprofessionals are working. Any nurse's paraprofessionals that is assigned to serve a specific student under IEPs or 504 plans will not be considered in applying this provision.

3. The Board may hire one or more additional school nurse(s) above the six school nurses employed effective April, 2002, under a 200-day contract, pro-rated for a partial school year of service. The Board may reduce these additional school nurse(s) and/or their work hours may be reduced due to the hiring of nurses'

paraprofessionals, even where no nurses' paraprofessionals are reduced under paragraph 1 and 2 above.

The District may add a nurse(s) during the 2025-2026 school year, if there is student need (student needs will be evaluated). The head nurse shall make a recommendation for the 2025-2026 school year.

ARTICLE 15 — STUDENT DISCIPLINE COMMITTEE

A. Purpose

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

B. Topics to be Considered

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

1. The reporting of suspensions and expulsions;
2. The make-up of suspensions and expulsions;
3. The loss of credit due to suspensions and expulsions;
4. Changes in the absence rule;
5. The development of appropriate referral forms;
6. The limits of suspensions and expulsions.
7. Review of proposed changes to Board policies, guidelines, and/or handbooks prior to adoption.

C. Review of and/or Changes to Disciplinary Forms

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

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

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

The referral forms appear as part of the appendix.

ARTICLE 16 — OHIO IMPROVEMENT PLAN

A. The composition of the Building Leadership Teams at each building shall be:

Elementary:

- Team leaders for each grade level and from specials teachers. Nominated by team and approved by TAP. If more than one person is interested, then TAP selects.
- Grade level team leaders. Compensated as part of the Team Leader Supplemental Contract.
- Title 1 Lead. Compensated as part of the Lead Title differential.
- One Intervention Specialist and one Unified Arts. Compensated with a BLT Category H supplemental.
- Counselor/Instructional Specialist/Learning Coaches. Will attend as a consultant as needed only during normal work hours.

Middle School:

- Grade level and Unified Arts team leaders. Compensated as part of the Team Leader Supplemental.
- TAP will identify content area teachers for the following content areas that are not already represented: ELA, Math, Science, Social Studies, unified arts, and Special Education. TAP will facilitate departmental nominations or self-nominations then conduct an election by content area (i.e. if an ELA representative is needed, then ELA members will vote on those nominated). To be elected nominees must receive a majority of the votes cast. Compensated with a BLT Category H supplemental Contract.
- Title 1 Lead. Compensated as part of the Lead Title differential. If there is no differential, then the Title Leader shall have a Category H BLT Supplemental Contract.
- AVID teacher nominated by AVID teacher peers and approved by TAP. Compensated with a BLT Category H Supplemental Contract
- Counselor/Instructional Specialist/Learning Coaches. Will attend as a consultant as needed only during normal work hours.

High School:

- Elected Department Liaisons: Math, English, Social Studies, Science, Special Education, Arts, Physical Education/Health, Language, Career Prep, and Business. Counselor Liaison as needed. Compensated through Liaison Supplemental

- Union Steward selected by the elected building stewards. Compensated with a BLT Category H supplemental

- AVID teacher nominated by AVID teacher peers and approved by TAP. Compensated with a BLT Category H supplemental

- Instructional Specialist/Learning Coaches. Will attend as a consultant as needed only during normal work hours.

B. The composition of the District Leadership Team shall be:

Two Union Representatives appointed by the CHTU President. All other 795 members to be chosen from BLTs. Time at meetings to be compensated at the Professional development rate

CONSENSUS STATEMENTS

A. During the collaborative and interest-based negotiations in 2013 for a successor to the negotiated agreement between the Cleveland Heights-University Heights City School District Board of Education and the Cleveland Heights Teachers Union, the parties reached consensus on the following non-contractual items:

1. The parties agreed that best practices require that the District provide meaningful feedback to those individuals employed as long-term substitutes during the course of the year. In addition to following any required evaluation process as set forth in law, the Board agreed to use its best effort to assure that long-term substitutes are provided with instructional performance feedback on a periodic basis.

2. Consensus emerged relative to the replacement of District ID badges, such that the Board will replace an employee's damaged or otherwise unusable badge after two years of its issuance without cost to the employee. For all other circumstances, the Board will charge employees for the cost of a replacement badge.

3. The parties agreed that after reaching tentative agreement, consideration would be given prior to printing/finalization to reordering the contract to provide a more user-friendly and structured document with logical groupings and readily identifiable headings, etc.

4. The parties find value in the effective capture of useful data/information relative to the educational process, the technological advances that have significantly enhanced that process, and the need to utilize such information to inform parents of progress, to guide and design interventions, and to address academic and behavioral expectations and outcomes. Moreover, there is a mutual desire to survey, review, and access appropriate professional development opportunities, product reviews, and support mechanisms for the ongoing integration of technology into the educational process. Consensus was further found around the mutual expectation that classroom educators update their electronic grade books on a regular basis.

5. Social capital exists in work places that exhibit high levels of trust, collaboration, collective responsibility, mutual assistance, professional networks and an identity that is tied to the bigger picture and vision for the work being done. In addition to utilizing the Interest Based criteria for analysis of possible solutions to issues of "feasible, beneficial and acceptable," the parties agreed to a fourth criteria "social capital," to be applied to these options during these negotiations. The relevant inquiry relative to this criteria relate to whether the option contributes to the enhancement of the trust, respect and value of the individual and the high functioning teams that support them in our system.

6. In collaborative discussions regarding the issuance of continuing contracts in the District, the parties reaffirmed the value of the practice of the Human Resources Department in advising bargaining unit members about their eligibility for tenure at the outset of the academic year, i.e., that all necessary documents are on file and

years of service met. Similarly, the parties agreed that for those teachers who expect to meet eligibility criteria (licensure/credentials) after the beginning of the year should nevertheless be encouraged to provide that information to the member's supervisor and to Human Resources at the outset of the year that tenure eligibility is expected. The leadership of the CHTU committed to including this encouragement in written communications to all bargaining unit members at the outset of each school year.

7. We agree that online learning provides a benefit for students to enroll in individual courses and as an extension of existing coursework. This allows students to both maximize and customize their education to meet their particular needs and interests. However, online learning must also incorporate the same best instructional practices as face-to face learning by providing students engaging, relevant learning experiences. We believe that the "teacher of record" for individual students must be a properly licensed teacher who regularly interacts with the student online, in person or both. The "teacher of record" must be a teacher who is familiar with the work the student is doing and has an ongoing relationship in directing the learning of the student.

8. Distance Learning — we agree that groups of students taking a class in a distance learning setting should have a staff member assigned to monitor their behavior, attention, and performance. This adult should also serve as a link with the remote teacher for purposes of clerical assistance and organization to maximize learning.

9. When student behavior requires a referral by a teacher, we agree that the referral should be submitted as soon as possible after the infraction. It is also understood that taking the time to write a referral properly may not occur immediately after the incident if the teacher is instructing students, although a phone call or other form of communication to allow for appropriate processing of the student is important at that time. Therefore, it is understood that when a student is removed from a classroom and sent to the school office for an infraction that will eventuate in a referral, that the referral will be submitted by the end of the school day, if at all possible.

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

11. The parties reaffirmed the concept that non-administrative instructional personnel, licensed by the Ohio Department of Education and employed to teach in the District, should be members of this bargaining unit and therefore represented by the Cleveland Heights Teachers Union.

B. During the collaborative critical issues-based negotiations conducted in 2016 for a successor to the 2013-2016 negotiated Agreement, the parties reached consensus on the following non-contractual items:

1. The Board and the Union share the belief that parents' attendance at school events provides a vital link to student success. Events hosted through the school should make an effort to highlight programs, community partners, and students so that parents are aware of opportunities. Orientation, when new to a school, should inform parents of the resources the school utilizes. A variety of programs showcasing student success should be planned throughout the school year to encourage parent attendance. Staff should be made available for training interested parents in electronic tools used to monitor student progress.

2. Communication with parents should encompass a spectrum of approaches. Information shared should not only inform parents of school/community events, but also of student progress, standardized test results, and concerns over mastery of material taught. Substantive individual communications should be documented, where possible, in the student information system.

3. The Board and the Union commit to working together with community partners, students, and parents to create a committee that will study and formulate an organized and coordinated approach for the further implementation of wrap-around services for our students and families.

4. There is a shared recognition that mandatory testing is usurping instructional time, especially in primary grades where testing is completed one on one with students. The District commits to finding solutions that will alleviate lost instructional time by exploring the use of District coordinated testing teams, testing students prior to the start of the school year, when feasible, and/or other possible means to complete testing tasks.

5. The purpose and use of any assessment not mandated by the State of Ohio should be made clear to teachers and parents. The results should be used for the purpose of informing instruction. Such assessments should be kept to an absolute minimum. Teachers should be solicited for their feedback concerning the use of these assessments as to whether the results are; useful for informing instruction, timely, and if the tool should be used in the future.

6. Since we value professionals and desire to maximize a culture of excellence, as a general courtesy it is recognized that when a meeting conflicts with a teacher's individual planning time, that the teacher should be officially notified as far in advance as possible using an electronic calendar or email. It is understood that planning time is valuable and that teachers rely on this time to prepare for their classes.

7. Stability in assignment must be balanced with the District's need to be nimble when ensuring positions are filled with people who possess the proper licensure. When

a teacher has more than two changes in assignment and/or building that are outside of their preferences within a five year period, the teacher has a right to request a meeting to discuss the effects of these changes with their immediate supervisor and/or the Chief of Human Resources and Operations. At the meeting the teacher has the right to Union representation.

8. The assignment of before and after school duties in the elementary school shall be a topic for the TAP committee to discuss and bring proposals to the staff balancing the needs of the building as well as the schedules and workloads of the 795 members in the building. It is in everyone's best interest to determine a solution that is equitable to staff and safe for students.

9. The District and Union both value a collaborative process and model good practice in many ways throughout our work. We agree that when there is a need for members of the bargaining unit to be included for District level committees where a selection process is not delineated in the contract, that there will be advance notice at a Summit meeting or through conversations between the Superintendent and the Union President. The Union shall recommend candidates to serve on such committees as decided by Summit. If the District has concerns about an appointment, the Union shall recommend a replacement candidate until agreement is reached.

10. We believe that professional development can and should make a difference for employees of the District which will positively impact student learning. We agree that the goal of waiver day professional development is to provide useful, meaningful, and well-presented training geared to helping staff members improve their performance. Such offerings should be planned well ahead of time, promoted through timely notifications to staff of the plan, purpose, and value of the training based on needs determined at the District, building and individual levels. Wherever possible, there should be a menu of available options from which to choose when individuals are planning for the training day. The Summit agrees to discuss waiver day options for professional development as another way to ensure that such training is relevant, necessary, and helpful to bargaining unit members. When buildings are given the option to use a day for professional development, the same discussion should occur in TAP or BLT, depending on the goal of the training.

11. The Board and the Union find value in providing professional development for Alternative Learning Classroom Ancillaries with professional development focusing on tutoring techniques and for improving student behavior.

12. Both parties prefer that District professional development days will be used for targeted training for Media Ancillaries and Alternative Learning Classroom Ancillaries.

13. The District and Union share a concern about the frequency in which students may be assigned to Alternative Learning Centers (ALCs). In order to monitor and timely

remedy situations in which a student may be repeatedly assigned to the ALC, the parties agree to implement the following protocol:

a. Data from each building reflecting the dates, duration, and reason for referral to ALC as well as students identified in the SAT process from the counselor will be shared with TAP on a monthly basis.

b. TAP will review data to ensure students with multiple placements in ALC have begun the SAT process for a possible plan.

c. Staff working with students who have behavior management plans will receive notification of the implementation of plans to ensure consistency and fidelity in implementation.

14. The District and Union agree that it is in the best interest of students to have a course assignment process that considers a teacher's strengths, interests, experience, training/qualifications, and student progress/outcomes. In order to meet this interest, the parties agree to the following:

a. The parties will collaboratively review the job description for Department Liaison and make changes as needed to ensure it aligns with the OIP. This review/revision will be completed by [date].

b. Department Liaisons will be provided training and support to carry out their responsibilities as set forth in the revised job description. This will include training and support in how to utilize multiple, relevant data points to determine if courses are appropriately staffed. Examples of data points may include:

i. Student outcomes on assessments such as formative, summative, end of course exams, district assessments, and grades;

ii. For AP courses, the number of students taking the AP exam, the AP exam scores, and how the AP exam scores align with the students' grade in the course;

iii. Student attendance;

iv. Student disciplinary referrals;

v. The teacher's experience with the particular course, including number of years teaching the course, additional relevant training/professional development, and use of interventions/strategies to respond to student outcomes;

vi. Other information consistent with the OIP.

c. If multiple points of data indicate a concern with a particular course, then the Department Liaison and Principal will make recommendations to support the teacher through professional development, use of intervention strategies, and/or other methods. After supports have been exhausted, the Principal and Department Liaison will work collaboratively to recommend changes in staffing for the next school year.

C. Because the above Consensus Statements reflect non-contractual items, these Consensus Statements are for the record and cannot be grieved under the grievance procedure.

GENERAL REGULATION OF THE BOARD OF EDUCATION

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

1.0 Each employee must comply with all Board policies and administrative regulations. Individual performance will be consistent with board-approved educational philosophy, policies, and programs.

2.0 Good health as evidenced by a medical examination and a chest X-ray or Mantou TB test at the employee'ts expense at time of entry is a condition of employment. A health examination may be required of any employee when deemed advisable by administration. Reports of all such examinations are required to be a part of personnel records in the Human Resources Department.

All Board of Education employees, regardless of the number of hours worked per year, shall, if required, have an annual X-ray or other test to determine if tuberculosis in a communicable stage is present and be required to submit authoritative medical proof of such examination to a designated person by a designated date. All new employees shall be required to comply with the law before remuneration. Any employee who submits a written statement from the member'ts physician saying that such test is unadvisable for medical reasons shall be required to do so annually or be required to have such test. It shall be the employee's responsibility to submit the statement to a designated person by a designated date. Noncompliance by an employee will result in remuneration being deferred until the requirements are fulfilled or may be the basis for termination of employment.

3.0 No fractional part of a year shall be credited as experience except as it shall be for 60 days or more for one semester, or 120 days or more for one year of actual employment as a staff member between September 1 and August 31 of the current year.

4.0 The Treasurer shall provide each employee with a statement of accumulated sick leave at the end of each pay period.

5.0 Each employee is responsible to the Superintendent for compliance with the Policies and Rules and Regulations of the Board, through the Administration Officer in charge of the area of his/her employment. Promptness and adherence to employment hours shall be required of each employee by the Supervising Officer.

6.0 The Administrative Officer in charge of the area determines and administrates rules and regulations for his/her area of responsibility under authority delegated to him/her by the Superintendent.

7.0 Increments may be adjusted upon the recommendation of the Superintendent and the approval of the Board of Education.

8.0 Ten month employment (200 days) is to be interpreted as starting three days before the start of the regular contract year for teachers, and ending five days after the end of the regular contract year for teachers. This employment consists of five days per week of specified hours with official school vacations allowed, except as otherwise designated for particular classifications of employees. Salaries are prorated for less service as approved by the Superintendent.

9.0 Compensation received by all employees is subject to Income Tax Deduction, and other employee approved deductions.

10.0 The clerk is directed by law to deduct the amount prescribed by law of the total salary received by regular employees for the Ohio State Retirement System. Each employee is required to be a member of the retirement system for the member's classification, in accordance with the statutes.

11.0 Salary deductions for absence not covered by regulations for leave shall be determined on a per diem absence basis by dividing the annual contract salary by the number of contract days, as follows:

Teachers	192 days
10-Month Employees	200 days

12.0 Salary adjustments, because of reclassification, assumption of additional responsibilities, or for other reasons, shall be made as of the beginning of the respective contract year, unless otherwise requested by the Superintendent and approved by the Board of Education.

13.0 School Calendar - The Teachers Union has recognized that the Board may consult with bargaining unit representatives of non-certificated/licensed employees, and the Union recognizes that the Board may determine to admit such representatives to the Committee described in **Article 6, G.**

APPENDIX A

FORMS

1. Application for use of Sick Leave (#F1N2931)
2. Application for Compulsory Leave (#FIN2935)
3. Sick Leave Donation Form (#FIN 2938)
4. Grievance Form
5. Notice of President's Anticipated Absence
6. Application for Assault Leave (#HR2936)
7. Universal Referral Form K-5 (Rev. 11/99)
8. Universal Referral Form 6-8 (Rev. 5/2007)
9. Universal Referral Form 9-12

CLEVELAND HEIGHTS- UNIVERSITY HEIGHTS CITY SCHOOL DISTRICT
Finance Department

APPLICATION FOR USE OF SICK LEAVE
Certificated/Licensed

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

the Ohio Revised Code.

I began my absence_____ _____ a.m. 20____

I returned to duty_____ _____ a.m. 20____

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

1. Personal illness - nature of illness _____

2. Personal injury - nature of injury _____

3. Illness or injury in immediate family
   Name _____Relationship._____

4. Death in immediate family
   Name _____Relationship _____

5. Other _____
   _____

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

Name of attending physician: _____

Address: _____Date(s) Consulted: _____

Signature of Employee: _____

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

APPENDIX A - FORMS
CLEVELAND HEIGHTS UNIVERSITY HEIGHTS CITY SCHOOL DISTRICT
Finance Department

APPLICATION FOR COMPULSORY LEAVE

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

Employee Name _____Building Assignment_____

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

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

I began my absence on _____, 20 ___.

I returned to duty on _____, 20 ___.

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

Verification of court appearance is attached

_____
Signature of Employee

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

CLEVELAND HEIGHTS-UNIVERSITY HEIGHTS CITY SCHOOL DISTRICT
Finance Department

Sick Leave Donation for Catastrophic Leave Bank

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

SICK LEAVE DONATION FORM

Date: _____

I, _____, SS # _____

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

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

Sincerely,

_____
Signature of Donor

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

CLEVELAND HEIGHTS-UNIVERSITY HEIGHTS CITY SCHOOL DISTRICT
GRIEVANCE

Date:_____

Name:_____ **Building**:_____

☐ Informal process. If checked, state the date of the meeting and the supervisor met with.

_____

Nature of Grievance: (Check one)

☐ Disciplinary action taken. If checked, state the action taken.

_____

_____

☐ Interpretation of application of provisions of the contract. If checked, state section of contract and nature of misinterpretation or misapplication.

_____

_____

☐ Interpretation of application of recognized rules or practices. If checked, state nature of misinterpretation or misapplication.

_____

_____

Number of teachers involved: _____

Date of occurrence: _____

Relief sought: _____

Do you wish to be represented at hearings by the Teachers Union? ☐ Yes ☐ No

Signature: _____
(Grievant)

cc: Building Principal _____
Superintendent of Schools _____
Chief of Human Resources and Operations _____
Teacher's Union _____
Teacher _____

This Grievance Form is provided in the Contractual Agreement of the Cleveland Heights-University Heights School District and the Cleveland Heights Teachers Union.

CLEVELAND HEIGHTS—UNIVERSITY HEIGHTS SCHOOL DISTRICT

CLEVELAND HEIGHTS—UNIVERSITY HEIGHTS CITY SCHOOL DISTRICT

NOTICE OF PRESIDENT'S ANTICIPATED ABSENCE

NOTICE TO THE PRINCIPAL

NOTICE TO THE TREASURER

Article 3 Section B: Representation at Professional Activities

_____will be absent_____

_____

_____

_____
Authorized Signature

_____
Date

CLEVELAND HEIGHTS-UNIVERSITY HEIGHTS CITY SCHOOL DISTRICT
Human Resources Department

APPLICATION FOR ASSAULT LEAVE

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

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

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

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

The assault was witnessed by: _____

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

Employee Signature: _____ Date: _____

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

In my opinion, _____ was totally disabled from _____

to _____ and will continue to be totally disabled until _____

The disability for which I treated _____ is _____

_____

Printed Name of Physician	**Signature of Physician**	**Date**

This form is approved by the Superintendent of Schools in accordance with the Board of Education Policy No, 5133 and has the agreement of the Education Administrative Council and the Cleveland Hts. Teachers Union Local 795

CLEVELAND HEIGHTS-UNIVERSITY HEIGHTS CITY SCHOOL DISTRICT

UNIVERSAL REFERRAL FORM K-5

STUDENT _____ TIME ___Before school (B) ____After school (A)

TEACHER/STAFF MEMBER _____

___8 am (8) ____12 pm (6)
___9 am (9) ____1 pm (1)
___10 am (4) ____2 pm (2)
___11 AM (5) ____3 PM (3)
___Lunch (L)

DATE _____

REFERRAL

Reason for:

____Hitting shoving, kicking biting
____Threatening, intimidation, bullying (VTBL)
____Fighting (FITG)
____Cheating-Academic misconduct (ACAM)
____Vandalism (VAND)
____Disruption (DISR)
___Inappropriate words, gestures, acts
___Failure to comply with directives (FTCD)
___Profanity, obscenity (PROF)
____Stealing (THEF)
___School bus violation (SCBV)

Comments:

Location:

_CLAS ____OFFC ____LIBR ___CAFE ___OUTS ____HALL ____GYM ____LAVS ___BUS ___OCAM

How many times has this occurred today? __once __twice __three times __more than three

In an attempt to adjust the situation I have:

Recommendation:

Signature _____ Date_____

REPLY

Disciplinary action taken:

___Warning (WARN)
___Parent/ Guardian called (CALL)
___Written consequence (WCON)
___Conference with student (CONS)
___Letter to parent/guardian (LTRH)
___Conference with parent/guardian (CONP)
___Disciplinary Removal
___Saturday School
___Detention for __day(s) on the following
Date(s)_____lunch(LDT#)--office(ODT#)--recess(RDT)
____Emergency Removal
____Suspension for ____ day(s) on the following:
Date(s) _____(SUS#)
____Other:_____

Recommendation:

Signature _____ Date _____

This form is approved by the Superintendent of Schools in accordance with the Board of Education Policy No, 5133 and has the agreement of the Education Administrative Council and the Cleveland Hts. Teachers Union Local 795

CLEVELAND HEIGHTS-UNIVERSITY HEIGHTS CITY SCHOOL DISTRICT

UNIVERSAL REFERRAL FORM 6-8

FYI ☐

STUDENT_____ ID#_____School_____

GRADE_ DATE_____ TIME/PERIOD_____ TEACHER/STAFF MEMBER_____

Location:

__CLAS __OFFC __LIBR __CAFT __OUTS __HALL __GYM __LAVS __BUS __OCAM __SATD

REFERRAL Reason for:

CLASS B OFFENSES

___Threatening, intimidation, bullying (VTBL)

____Horseplay/Noisy/Unrestrained (HORP)

____Fighting (FITG)

____Violation of school discipline (VIOD)

____Cheating-Academic misconduct (ACAM)

____Engaging in Sexual activity (SEXE)

____Disruption (DISR)

____Failure to comply with directives (FTCD)

____Stealing (THEF)

____Truancy (TRUA)

____Profanity, obscenity (PROF)

____Vandalism

____Intrusion/ in Unauthorized Area (UNAA)

____Other_____

CLASS A OFFENSES (Mandatory Police Reporting)

____Assault (ASST)

____Possession, use, sale or under the influence of Alcohol (ALCO)

____Possession, use, sale or under the influence of Drugs (DRUG)

____Sexual Harassment

____Other _____

Comments:

In an attempt to adjust the situation I have: ____Warning (WARN) ____Parent/Guardian called (CALL) ____Conference w/Student (CONS) ____Teacher Detention (TDT#) ____Disciplinary Removal (DREM) ____Behavior Contract (BECN)

Recommendation:

Signature _____Date_____

REPLY/ Action taken: **Resolution Date** _____

____Warning (WARN) ____Parent/ Guardian called (CALL) ____Written consequence (WCON)

____Conference w/Teacher (CONT) ____Conf. w/student (CONS) ____Conf w/parent/guardian (CONP) ____Letter to par/guar (LTRH)

____Disciplinary Removal (DREM) ____Emergency Removal (EMER) ____Behavior Contract (BECN) ____ Service to School (SERV)

____Detention for ____ day(s) on the following: Date(s) _____ Circle one: Lunch (LDT#) Office (ODT#)

____Saturday School for ___ Saturday(s) on the following: Date(s) _____(SAT#)

____In-school Detention (ISD) for ___day(s) on the following: Dates) _____(ISD#)

____Disciplinary Hearing

____Suspension for ___day(s) From: _____To: _____ Return Date: _____ (SUS#)

____Recommend for Expulsion _____Other:_____

Recommendation/Comments:

Signature_____ Date _____

Rev 5/8/2007

CLEVELAND HEIGHTS -UNIVERSITY HEIGHTS CITY SCHOOL DISTRICT
UNIVERSAL REFERRAL FORM, 9-12

SCHOOL _____ TIME OR PERIOD _____
STUDENT _____ DATE _____
TEACHER _____ HOMEROOM _____

REFERRAL

Reason for:

In an attempt to adjust this situation I have:

Recommendation:

Signature_____
Date_____

REPLY

Discipline Action Taken:

Recommendation:

Signature_____
Date_____

ADMINISTRATION

EMPLOYEES ASSISTANCE PROGRAM

1. Purpose

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

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

2. Job Jeopardy

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

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

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

3. Privacy and Confidentiality

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

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

4. Contract Service

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

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

1. Chemical Dependency
    a. Alcoholism
    b. Other drug dependencies
2. Emotional Problems
3. Family Problems
4. Marital Problems
5. Financial Problems
6. Legal Problems

5. Referral

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

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

6. Literature

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

CRIMINAL HISTORIES POLICY

POLICY

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

PROCEDURE

1. All candidates for employment will be requested to sign the following statement on the application form: *I also agree to participate in an Ohio Bureau of Criminal Identification and Investigation (BCI) fingerprint criminal history check and in a Federal Bureau of Investigation (FBI) fingerprint criminal history check and understand that my employment may be terminated based on revealed criminal history.*

2. Candidates for all positions will be fingerprinted for an Ohio Bureau of Criminal Identification and Investigation (BCI) Criminal History Check and a Federal Bureau of Investigation (FBI) Criminal History Check. The cost of the BCI Criminal History Check will be borne by the School District. The cost of the FBI Criminal History Check will be borne by the candidate and will be automatically deducted from the first paycheck(s). If the candidate is unable to bear this cost, other arrangements may be made.

3. The conviction of a crime is not always an automatic bar to employment. Convictions revealed by the Criminal History Check, however, may result in the School District immediately releasing the employee from employment and the School District rescinding the conditional offer of employment. The School District complies fully with guidelines set forth in Ohio Revised Code, Sections 3301.541, 3319.39 the implementing regulations contained in the Ohio Administrative Code 3301-20-01, and any other pertinent regulations as defining those crimes that bar employment. If a Criminal History Check reveals a record of a conviction which is not listed in the Ohio Revised Code, Section 3319.39 as barring employment the district will consider the nature of the offense, the date of the offense, and the relationship between the offense and the position for which the applicant is applying and may, in its discretion rescind a conditional offer of employment or, if employment has begun, may require that it cease. Arrest records will not be considered a bar to employment, a cause of termination, or used in any other way.

4. The initiation of proceedings to terminate, based on criminal convictions disclosed by the BCI or FBI check, will be made within twenty-one working days after receiving the BCI or FBI report. Except to prove that this investigation has been completed, the BCI and FBI

reports will never again be used in any circumstance, for any purpose, after the twenty-one working day period that follows receipt of the reports.

5. BCI and FBI reports will not be included in employee personnel files, but will instead be stored under lock and key, in the status of "for the Chief of Human Resources and Operations' eyes only."

APPENDIXtB

SALARY SCHEDULES

REGULAR SCHEDULES

Salary Schedule Generator

Step	BA	BA+10	BA+20	MA	MA+10	MA+20	MA+30	MA+40	Doct.
1	1	1.012	1.032	1.069	1.101	1.136	1.151	1.173	1.2
2	1.015	1.04	1.052	1.104	1.138	1.165	1.188	1.22	1.259
3	1.047	1.069	1.079	1.146	1.17	1.195	1.249	1.267	1.286
4	1.074	1.101	1.109	1.173	1.2	1.252	1.272	1.289	1.326
5	1.104	1.136	1.146	1.22	1.259	1.277	1.314	1.341	1.375
6	1.252	1.267	1.277	1.407	1.442	1.464	1.491	1.536	1.558
7	1.272	1.286	1.314	1.454	1.472	1.494	1.538	1.573	1.585
8	1.289	1.316	1.341	1.486	1.536	1.543	1.575	1.588	1.635
9	1.326	1.343	1,375	1.536	1.558	1.583	1.62	1.64	1.672
10	1.356	1.378	1.398	1.573	1.585	1.622	1.652	1.686	1.714
11	1.538	1.558	1.575	1.788	1.812	1.857	1.879	1.896	1.926
12	1.585	1.62	1.635	1.867	1.884	1.914	1.953	1.978	2.012
13	1.652	1.672	1.691	1.951	1.968	1.995	2.03	2.062	2.086
14	1.714	1.736	1.758	2.027	2.042	2.069	2.101	2.131	2.158

Base for 2025-2026		3.25% Raise							
	$49,277								
Step	BA	BA+10	BA+20	MA	MA+10	MA+20	MA+30	MA+40	Doct.
1	$ 49,277	$ 49,868	$ 50,854	$ 52,677	$ 54,254	$ 55,979	$ 56,718	$ 57,802	$ 59,132
2	$ 50,016	$ 51,248	$ 51,839	$ 54,402	$ 56,077	$ 57,408	$ 58,541	$ 60,118	$ 62,040
3	$ 51,593	$ 52,677	$ 53,170	$ 56,471	$ 57,654	$ 58,886	$ 61,547	$ 62,434	$ 63,370
4	$ 52,923	$ 54,254	$ 54,648	$ 57,802	$ 59,132	$ 61,695	$ 62,680	$ 63,518	$ 65,341
5	$ 54,402	$ 55,979	$ 56,471	$ 60,118	$ 62,040	$ 62,927	$ 64,750	$ 66,080	$ 67,756
6	$ 61,695	$ 62,434	$ 62,927	$ 69,333	$ 71,057	$ 72,142	$ 73,472	$ 75,689	$ 76,774
7	$ 62,680	$ 63,370	$ 64,750	$ 71,649	$ 72,536	$ 73,620	$ 75,788	$ 77,513	$ 78,104
8	$ 63,518	$ 64,849	$ 66,080	$ 73,226	$ 75,689	$ 76,034	$ 77,611	$ 78,252	$ 80,568
9	$ 65,341	$ 66,179	$ 67,756	$ 75,689	$ 76,774	$ 78,005	$ 79,829	$ 80,814	$ 82,391
10	$ 66,820	$ 67,904	$ 68,889	$ 77,513	$ 78,104	$ 79,927	$ 81,406	$ 83,081	$ 84,461
11	$ 75,788	$ 76,774	$ 77,611	$ 88,107	$ 89,290	$ 91,507	$ 92,591	$ 93,429	$ 94,908
12	$ 78,104	$ 79,829	$ 80,568	$ 92,000	$ 92,838	$ 94,316	$ 96,238	$ 97,470	$ 99,145
13	$ 81,406	$ 82,391	$ 83,327	$ 96,139	$ 96,977	$ 98,308	$ 100,032	$ 101,609	$ 102,792
14	$ 84,461	$ 85,545	$ 86,629	$ 99,884	$ 100,624	$ 101,954	$ 103,531	$ 105,009	$ 106,340

Base for 2026-2027		3.25% Raise							
	$50,879								
Step	BA	BA+10	BA+20	MA	MA+10	MA+20	MA+30	MA+40	Doct.
1	$ 50,879	$ 51,490	$ 52,507	$ 54,390	$ 56,018	$ 57,799	$ 58,562	$ 59,681	$ 61,055
2	$ 51,642	$ 52,914	$ 53,525	$ 56,170	$ 57,900	$ 59,274	$ 60,444	$ 62,072	$ 64,057
3	$ 53,270	$ 54,390	$ 54,898	$ 58,307	$ 59,528	$ 60,800	$ 63,548	$ 64,464	$ 65,430
4	$ 54,644	$ 56,018	$ 56,425	$ 59,681	$ 61,055	$ 63,701	$ 64,718	$ 65,583	$ 67,466
5	$ 56,170	$ 57,799	$ 58,307	$ 62,072	$ 64,057	$ 64,972	$ 66,855	$ 68,229	$ 69,959
6	$ 63,701	$ 64,464	$ 64,972	$ 71,587	$ 73,368	$ 74,487	$ 75,861	$ 78,150	$ 79,269
7	$ 64,718	$ 65,430	$ 66,855	$ 73,978	$ 74,894	$ 76,013	$ 78,252	$ 80,033	$ 80,643
8	$ 65,583	$ 66,957	$ 68,229	$ 75,606	$ 78,150	$ 78,506	$ 80,134	$ 80,796	$ 83,187
9	$ 67,466	$ 68,330	$ 69,959	$ 78,150	$ 79,269	$ 80,541	$ 82,424	$ 83,442	$ 85,070
10	$ 68,992	$ 70,111	$ 71,129	$ 80,033	$ 80,643	$ 82,526	$ 84,052	$ 85,782	$ 87,207
11	$ 78,252	$ 79,269	$ 80,134	$ 90,972	$ 92,193	$ 94,482	$ 95,602	$ 96,467	$ 97,993
12	$ 80,643	$ 82,424	$ 83,187	$ 94,991	$ 95,856	$ 97,382	$ 99,367	$ 100,639	$ 102,369
13	$ 84,052	$ 85,070	$ 86,036	$ 99,265	$ 100,130	$ 101,504	$ 103,284	$ 104,912	$106,134
14	$ 87,207	$ 88,326	$ 89,445	$ 103,132	$ 103,895	$ 105,269	$ 106,897	$ 108,423	$ 109,797

Base for 2027-2028		3.25% Raise							
	$52,533								
Step	BA	BA+10	BA+20	MA	MA+10	MA+20	MA+30	MA+40	Doct.
1	$ 52,533	$ 53,163	$ 54,214	$ 56,158	$ 57,839	$ 59,677	$ 60,465	$ 61,621	$ 63,040
2	$ 53,321	$ 54,634	$ 55,265	$ 57,996	$ 59,783	$ 61,201	$ 62,409	$ 64,090	$ 66,139
3	$ 55,002	$ 56,158	$ 56,683	$ 60,203	$ 61,464	$ 62,777	$ 65,614	$ 66,559	$ 67,557
4	$ 56,420	$ 57,839	$ 58,259	$ 61,621	$ 63,040	$ 65,771	$ 66,822	$ 67,715	$ 69,659
5	$ 57,996	$ 59,677	$ 60,203	$ 64,090	$ 66,139	$ 67,085	$ 69,028	$ 70,447	$ 72,233
6	$ 65,771	$ 66,559	$ 67,085	$ 73,914	$ 75,753	$ 76,908	$ 78,327	$ 80,691	$ 81,846
7	$ 66,822	$ 67,557	$ 69,028	$ 76,383	$ 77,329	$ 78,484	$ 80,796	$ 82,634	$ 83,265
8	$ 67,715	$ 69,133	$ 70,447	$ 78,064	$ 80,691	$ 81,058	$ 82,739	$ 83,422	$ 85,891
9	$ 69,659	$ 70,552	$ 72,233	$ 80,691	$ 81,846	$ 83,160	$ 85,103	$ 86,154	$ 87,835
10	$ 71,235	$ 72,390	$ 73,441	$ 82,634	$ 83,265	$ 85,209	$ 86,785	$ 88,571	$ 90,042
11	$ 80,796	$ 81,846	$ 82,739	$ 93,929	$ 95,190	$ 97,554	$ 98,710	$ 99,603	$ 101,179
12	$ 83,265	$ 85,103	$ 85,891	$ 98,079	$ 98,972	$ 100,548	$ 102,597	$ 103,910	$ 105,696
13	$ 86,785	$ 87,835	$ 88,833	$ 102,492	$ 103,385	$ 104,803	$ 106,642	$ 108,323	$ 109,584
14	$ 90,042	$ 91,197	$ 92,353	$ 106,484	$ 107,272	$ 108,691	$ 110,372	$ 111,948	$ 113,366

200 DaytMembers

Salary Schedule Generator

Step	BA	BA+10	BA+20	MA	MA+10	MA+20	MA+30	MA+40	Doct.
1	1.100	1.114	1.136	1.176	1.208	1.243	1.258	1.280	1.307
2	1.117	1.144	1.158	1.215	1.249	1.276	1.299	1.331	1.370
3	1.152	1.176	1.187	1.261	1.285	1.310	1.364	1.382	1.401
4	1.182	1.212	1.220	1.291	1.318	1.370	1.390	1.407	1.444
5	1.215	1.250	1.261	1.342	1.382	1.400	1.437	1.464	1.498
6	1.378	1.394	1.405	1.548	1.583	1.605	1.632	1.677	1.699
7	1.400	1.415	1.446	1.600	1.618	1.640	1.684	1.719	1.731
8	1.418	1.448	1.476	1.635	1.685	1.692	1.724	1.737	1.784
9	1.459	1.478	1.513	1.690	1.712	1.737	1.774	1.794	1.826
10	1.492	1.516	1.538	1.731	1.743	1.780	1.810	1.844	1.872
11	1.692	1.714	1.733	1.967	1.991	2.036	2.058	2.075	2.105
12	1.744	1.783	1.799	2.054	2.071	2.101	2.140	2.165	2.199
13	1.818	1.840	1.861	2.147	2.164	2.191	2.226	2.258	2.282
14	1.886	1.910	1.934	2.230	2.245	2.272	2.304	2.334	2.361

Base for 2025-2026		3.25% Raise							
	$49,277								
Step	BA	BA+10	BA+20	MA	MA+10	MA+20	MA+30	MA+40	Doct.
1	$ 54,205	$ 54,895	$ 55,979	$ 57,950	$ 59,527	$ 61,251	$ 61,990	$ 63,075	$ 64,405
2	$ 55,042	$ 56,373	$ 57,063	$ 59,872	$ 61,547	$ 62,877	$ 64,011	$ 65,588	$ 67,509
3	$ 56,767	$ 57,950	$ 58,492	$ 62,138	$ 63,321	$ 64,553	$ 67,214	$ 68,101	$ 69,037
4	$ 58,245	$ 59,724	$ 60,118	$ 63,617	$ 64,947	$ 67,509	$ 68,495	$ 69,333	$ 71,156
5	$ 59,872	$ 61,596	$ 62,138	$ 66,130	$ 68,101	$ 68,988	$ 70,811	$ 72,142	$ 73,817
6	$ 67,904	$ 68,692	$ 69,234	$ 76,281	$ 78,005	$ 79,090	$ 80,420	$ 82,638	$ 83,722
7	$ 68,988	$ 69,727	$ 71,255	$ 78,843	$ 79,730	$ 80,814	$ 82,982	$ 84,707	$ 85,298
8	$ 69,875	$ 71,353	$ 72,733	$ 80,568	$ 83,032	$ 83,377	$ 84,954	$ 85,594	$ 87,910
9	$ 71,895	$ 72,831	$ 74,556	$ 83,278	$ 84,362	$ 85,594	$ 87,417	$ 88,403	$ 89,980
10	$ 73,521	$ 74,704	$ 75,788	$ 85,298	$ 85,890	$ 87,713	$ 89,191	$ 90,867	$ 92,247
11	$ 83,377	$ 84,461	$ 85,397	$ 96,928	$ 98,111	$ 100,328	$ 101,412	$ 102,250	$ 103,728
12	$ 85,939	$ 87,861	$ 88,649	$ 101,215	$ 102,053	$ 103,531	$ 105,453	$ 106,685	$ 108,360
13	$ 89,586	$ 90,670	$ 91,704	$ 105,798	$ 106,635	$ 107,966	$ 109,691	$ 111,267	$ 112,450
14	$ 92,936	$ 94,119	$ 95,302	$ 109,888	$ 110,627	$ 111,957	$ 113,534	$ 115,013	$ 116,343

Base for 2026-2027		3.25% Raise							
	$50,879								
Step	**BA**	**BA+10**	**BA+20**	**MA**	**MA+10**	**MA+20**	**MA+30**	**MA+40**	**Doct.**
1	$55,967	$56,679	$57,799	$59,834	$61,462	$63,243	$64,006	$65,125	$66,499
2	$56,832	$58,206	$58,918	$61,818	$63,548	$64,922	$66,092	$67,720	$69,704
3	$58,613	$59,834	$60,393	$64,158	$65,380	$66,651	$69,399	$70,315	$71,281
4	$60,139	$61,665	$62,072	$65,685	$67,059	$69,704	$70,722	$71,587	$73,469
5	$61,818	$63,599	$64,158	$68,280	$70,315	$71,231	$73,113	$74,487	$76,217
6	$70,111	$70,925	$71,485	$78,761	$80,541	$81,661	$83,035	$85,324	$86,443
7	$71,231	$71,994	$73,571	$81,406	$82,322	$83,442	$85,680	$87,461	$88,072
8	$72,146	$73,673	$75,097	$83,187	$85,731	$86,087	$87,715	$88,377	$90,768
9	$74,232	$75,199	$76,980	$85,986	$87,105	$88,377	$90,259	$91,277	$92,905
10	$75,911	$77,133	$78,252	$88,072	$88,682	$90,565	$92,091	$93,821	$95,245
11	$86,087	$87,207	$88,173	$100,079	$101,300	$103,590	$104,709	$105,574	$107,100
12	$88,733	$90,717	$91,531	$104,505	$105,370	$106,897	$108,881	$110,153	$111,883
13	$92,498	$93,617	$94,686	$109,237	$110,102	$111,476	$113,257	$114,885	$116,106
14	$95,958	$97,179	$98,400	$113,460	$114,223	$115,597	$117,225	$118,752	$120,125

Base for 2027-2028		3.25% Raise							
	$52,533								
Step	**BA**	**BA+10**	**BA+20**	**MA**	**MA+10**	**MA+20**	**MA+30**	**MA+40**	**Doct.**
1	$57,786	$58,522	$59,677	$61,779	$63,460	$65,299	$66,087	$67,242	$68,661
2	$58,679	$60,098	$60,833	$63,828	$65,614	$67,032	$68,240	$69,921	$71,970
3	$60,518	$61,779	$62,357	$66,244	$67,505	$68,818	$71,655	$72,601	$73,599
4	$62,094	$63,670	$64,090	$67,820	$69,238	$71,970	$73,021	$73,914	$75,858
5	$63,828	$65,666	$66,244	$70,499	$72,601	$73,546	$75,490	$76,908	$78,694
6	$72,390	$73,231	$73,809	$81,321	$83,160	$84,315	$85,734	$88,098	$89,254
7	$73,546	$74,334	$75,963	$84,053	$84,998	$86,154	$88,466	$90,304	$90,935
8	$74,492	$76,068	$77,539	$85,891	$88,518	$88,886	$90,567	$91,250	$93,719
9	$76,646	$77,644	$79,482	$88,781	$89,936	$91,250	$93,194	$94,244	$95,925
10	$78,379	$79,640	$80,796	$90,935	$91,565	$93,509	$95,085	$96,871	$98,342
11	$88,886	$90,042	$91,040	$103,332	$104,593	$106,957	$108,113	$109,006	$110,582
12	$91,618	$93,666	$94,507	$107,903	$108,796	$110,372	$112,421	$113,734	$115,520
13	$95,505	$96,661	$97,764	$112,788	$113,681	$115,100	$116,938	$118,620	$119,880
14	$99,077	$100,338	$101,599	$117,149	$117,937	$119,355	$121,036	$122,612	$124,030

Payment for the three (3) IPA days shall be on a per diem basis, one day will be paid with the first payroll in December, second day will be paid with the second payroll in March, and the third day will be paid in the second payroll in May.

220 Day Members

Salary Schedule Generator

Index	Stage Director -192	Guidance Tech- 220	Coordinator Car-220
1	0.833	0.965	1.241
2	0.855	0.990	1.258
3	0.865	1.009	1.275
4	0.889	1.026	1.295
5	0.904	1.043	1.312
6	0.958	1.060	1.329
7	0.985	1.082	1.346
8	1.029	1.100	1.376
9	1.090	1.124	1.393
10	1.139	1.144	1.410
11	1.173		
12	1.246		
13	1.263		

Base for 2025-2026		3.25% Raise	
	$ 49,277		
	Stage Director -192	Guidance Tech- 220	Coordinator Car-220
1	$ 41,048	$ 47,552	$ 61,153
2	$ 42,132	$ 48,784	$ 61,990
3	$ 42,625	$ 49,720	$ 62,828
4	$ 43,807	$ 50,558	$ 63,814
5	$ 44,546	$ 51,396	$ 64,651
6	$ 47,207	$ 52,234	$ 65,489
7	$ 48,538	$ 53,318	$ 66,327
8	$ 50,706	$ 54,205	$ 67,805
9	$ 53,712	$ 55,387	$ 68,643
10	$ 56,127	$ 56,373	$ 69,481
11	$ 57,802		
12	$ 61,399		
13	$ 62,237		

Base for 2026-2027		3.25% Raise	
	$ 50,879		
	Stage Director -192	Guidance Tech- 220	Coordinator Car-220
1	$ 42,382	$ 49,098	$ 63,141
2	$ 43,502	$ 50,370	$ 64,006
3	$ 44,010	$ 51,337	$ 64,871
4	$ 45,231	$ 52,202	$ 65,888
5	$ 45,995	$ 53,067	$ 66,753
6	$ 48,742	$ 53,932	$ 67,618
7	$ 50,116	$ 55,051	$ 68,483
8	$ 52,354	$ 55,967	$ 70,010
9	$ 55,458	$ 57,188	$ 70,874
10	$ 57,951	$ 58,206	$ 71,739
11	$ 59,681		
12	$ 63,395		
13	$ 64,260		

Base for 2027-2028		3.25% Raise	
	$ 52,533		
	Stage Director -192	Guidance Tech- 220	Coordinator Car-220
1	$ 43,760	$ 50,694	$ 65,193
2	$ 44,916	$ 52,008	$ 66,087
3	$ 45,441	$ 53,006	$ 66,980
4	$ 46,702	$ 53,899	$ 68,030
5	$ 47,490	$ 54,792	$ 68,923
6	$ 50,327	$ 55,685	$ 69,816
7	$ 51,745	$ 56,841	$ 70,709
8	$ 54,056	$ 57,786	$ 72,285
9	$ 57,261	$ 59,047	$ 73,178
10	$ 59,835	$ 60,098	$ 74,072
11	$ 61,621		
12	$ 65,456		
13	$ 66,349		

Payment for the three (3) IPA days shall be on a per diem basis, one day will be paid with the first payroll in December, second day will be paid with the second payroll in March, and the third day will be paid in the second payroll in May.

ANCILLARY SALARY SCHEDULES

Salary Schedule Generator

Step	Ancillary
1	0.620
2	0.649
3	0.679
4	0.709
5	0.738
6	0.790
7	0.820
8	0.849

Base for 2025-2026		**3.25% Raise**
		$ 49,277
	Step	**Ancillary**
	1	**$ 30,552**
	2	**$ 31,981**
	3	**$ 33,459**
	4	**$ 34,937**
	5	**$ 36,366**
	6	**$ 38,929**
	7	**$ 40,407**
	8	**$ 41,836**

Base for 2026-2027		3.25% Raise
		$ 50,879
	Step	Ancillary
	1	$ 31,545
	2	$ 33,020
	3	$ 34,547
	4	$ 36,073
	5	$ 37,549
	6	$ 40,194
	7	$ 41,721
	8	$ 43,196

Base for 2027-2028		3.25% Raise
		$ 52,533
	Step	Ancillary
	1	$ 32,570
	2	$ 34,094
	3	$ 35,670
	4	$ 37,246
	5	$ 38,769
	6	$ 41,501
	7	$ 43,077
	8	$ 44,601

Payment for the three (3) IPA days shall be on a per diem basis, one day will be paid with the first payroll in December, second day will be paid with the second payroll in March, and the third day will be paid in the second payroll in May.

APPENDIX C (Intentionally Blank)

APPENDIXtD

Medical Mutual of Ohio

Benefits	Network	Non-Network
Network/Non-Network Integration	Separate - Costs incurred for a non-network provider will only apply to the non-network deductible, coinsurance limits and vice versa	
Benefit Period	January 1st through December 31st	
Benefit Period Deductible - Single/Family	$100/$200	$200/$400
Coinsurance	90%	80%
Coinsurance Out-of-Pocket Maximum (Excluding Deductible) - Single/Family	$400/$800	Unlimited
Out-of-Pocket (Deductible + Coinsurance)	$500/$1,000	Unlimited
Maximum Out-of-Pocket (Deductible + Coinsurance + Medical & Rx Copays)	$6,850/$13,700	Unlimited
Physician/Office Services		
Office Visit (Illness/Injury)	$15 Copay	90% after deductible
Urgent Care Office Visit	$15 Copay	90% after deductible
Preventive Services		
Preventive Services, in accordance with state and federal law	100%	100%
Outpatient Services		
Surgical Services	90% after deductible	80% after deductible
Diagnostic Services	90% after deductible	80% after deductible
Emergency use of an Emergency Room and Emergency Room Physician	$25 copay, then 100%	$75 copay, then 100%
Non-Emergency use of an Emergency Room and Emergency Room Physician	$100 copay, then 100%	$100 copay, then 100%
Hearing Services	Covered	
Durable Medical Equipment	90% after deductible	80% after deductible
Organ Transplant	90% after deductible	80% after deductible
Ambulance Services	90% after deductible	80% after deductible
Inpatient Facility		
Semi-Private Room and Board	90% after deductible	80% after deductible
Maternity	90% after deductible	80% after deductible
Inpatient & Outpatient Mental Health and Substance Abuse	Benefits paid based on corresponding medical benefits	
Prescription Drug Benefits		
Retail Program		
Generic	$5 Generic	Not Covered
Formulary	$15 Single Source Brand	Not Covered
Non-Formulary	$50 Multi-Source Brand	Not Covered
Home Delivery Program		
Generic	$10 Generic	Not Covered
Formulary	$30 Single Source Brand	Not Covered
Non-Formulary	$100 Multi-Source Brand	Not Covered

Other Rx Plan Changes	MMO's Basic Plus Formulary: Prior Authorization, Quantity Duration Limits and Step Therapy for certain drugs. Retin-A or equivalent coverage is included for plan participants who are age 25 and older for medically necessary purposes only.

* Beginning January 1, 2026, GLP-1 receptor agonists/drugs are not covered for the treatment of obesity or weight management. Where GLP-1 receptor agonists/drugs are prescribed for FDA-approved indications (e.g., diabetes), prior authorization is required.

*Outpatient therapy – increase to 12 visits per year

This contract set forth was entered into following ratification by the Union on 5/28/25, and adopted by the Board on 6/24/25.

Malia Lewis
Board President

Elizabeth Kirby
Superintendent

Karen Rego
CHTU President