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AGREEMENT  
BETWEEN THE  
CUYAHOGA HEIGHTS BOARD OF EDUCATION  
AND THE  
CUYAHOGA HEIGHTS ASSOCIATION OF TEACHERS

AUGUST 25, 2012 - AUGUST 24, 2014

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## **ARTICLE I - RECOGNITION**

### **Bargaining Unit**

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

## **ARTICLE II - BOARD OF EDUCATION RIGHTS**

- A. The Board hereby retains and reserves unto itself, without limitation, all powers, rights, authorities, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Ohio and the United States, including all of the rights identified in R.C. 4117.08, unless specifically agreed to otherwise in this Agreement.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities, the adoption of policies, rules and regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and Ohio Statutes in accordance with Chapter 4117 of the Ohio Revised Code.

## **ARTICLE III - CHAT RIGHTS**

- A. CHAT shall have the following sole and exclusive rights as the labor representative:
  - 1. Use of the school District's mail service.
  - 2. Use of the teachers' mailboxes. Any material placed in the mailboxes that is not identified as coming from either CHAT, NEOEA, UniServ, OEA or NEA shall bear the initials of a CHAT representative or officer.
  - 3. Use of at least one bulletin board at each school building. Items placed on the bulletin board that are not identified as coming from either CHAT, NEOEA, UniServ, OEA or NEA shall bear the signature of a CHAT representative or officer.
  - 4. CHAT officers and building representatives shall be permitted to transact CHAT business on school premises at reasonable times provided that this shall not interfere with or interrupt school operations or interfere with teachers' schedules.
  - 5. Use of telephone by CHAT officers shall not interfere with employee access to the telephone. CHAT will reimburse the Board for long distance and/or toll calls.

- B. A duly authorized representative of CHAT shall be permitted to transact CHAT business on school property at reasonable times provided that this shall not interfere with or interrupt normal school operations.
- C. Board Meetings and Agendas
1. Prior to each Board meeting, the CHAT President shall be provided a copy of the agenda and an opportunity for a brief review of the agenda with the Superintendent upon the request of the CHAT President.
  2. When CHAT plans to present matters for discussion at a Board meeting, the CHAT President shall review briefly the matter with the Superintendent in advance of the Board meeting.
- D. CHAT Meetings
1. After the school day, the third Wednesday of each month shall be reserved on the school calendar for CHAT meetings. If CHAT does not schedule a meeting in any given month, the CHAT President shall promptly notify the Superintendent that said date may be scheduled for other school business.
  2. Teachers with after-school student responsibilities (including supplemental) who wish to attend a scheduled CHAT meeting shall be present for those duties or shall make arrangements to have the students properly supervised by a certificated/licensed employee of the Board.
- E. CHAT Leave
1. CHAT shall have the use of a total of fifteen (15) days per school year for CHAT business. These days shall not be accumulative from one school year to the next.
  2. No more than a total of five (5) teachers shall be absent on any given day and no more than three (3) teachers shall be absent on any given day from one (1) building.
  3. The Board will provide substitutes for the first nine (9) days without cost to CHAT. No one teacher shall use more than three (3) of these nine (9) paid Board days in any one (1) school year; however, the CHAT President could utilize a maximum of five (5) days annually. Substitute costs shall be paid by CHAT for the additional six (6) days.
  4. The CHAT President shall notify the Superintendent of the name(s) of the teacher(s) using CHAT leave at least three (3) days before the leave unless a shorter period of time is agreed upon by the Superintendent and CHAT President. The request for CHAT leave will utilize the form in Appendix E of this Agreement.
  5. In the event that a CHAT member holds an NEA, an NEOEA, and/or OEA office, said member shall also have available to him/her two (2) days of CHAT leave, provided the substitute cost is paid by CHAT.
- F. CHAT shall be given a Board Policy Book and shall be provided policies as they are made and/or updated.
- G. CHAT does not waive its statutory right to obtain public records; however, all financial documents of public record requested by CHAT shall be provided to CHAT at no cost.
- H. The CHAT President shall be allowed to use planning time for CHAT business; however, nothing herein shall be deemed to reduce or diminish the professional responsibilities of the CHAT President.

- I. The CHAT President may schedule meetings with the Superintendent at any mutually convenient time to discuss issues of concern.
- J. Children of CHAT members can attend the Cuyahoga Heights Schools tuition free for the duration of the time said CHAT member is employed by the Cuyahoga Heights Schools. Children will be defined as natural offspring, adopted child or a child under the legal guardianship of the CHAT member.

#### **ARTICLE IV - FAIR SHARE FEE**

- A. CHAT recognizes its obligation to fairly and equitably represent all teachers whether or not they are members of CHAT. The notice of the amount of annual fair share fee, which shall not be more than 100% of the UEP dues of CHAT, shall be transmitted by CHAT to the Board's Treasurer by October 10 of each year during the term of this Agreement for the purpose of determining the amounts to be payroll-deducted. CHAT shall also transmit to the Board's Treasurer by October 10 the names of the teachers who have elected not to join CHAT (those who will be paying a fair share fee) as well as those teachers who are CHAT members. The list shall include the amount of dues for each teacher. The Board's Treasurer will deduct the fair share fee from the paychecks of teachers who elect not to join CHAT beginning with the first paycheck in February and continuing in equal installments on the first and second pay of each month through August (14 pays). The annual fair share fee amount shall be deducted in substantially equal payments for the remainder of the paychecks for that school year.
- B. The Board's Treasurer shall inform CHAT when there is a newly-hired teacher after the school year begins within five (5) calendar days of that teacher being hired. If that teacher elects not to join CHAT, CHAT shall inform the Board's Treasurer of that within thirty (30) days of that teacher's date of hire and shall also inform the Board's Treasurer as to that teacher's annual fair share fee. Payroll deductions, in substantially equal amounts, shall commence on the first pay date after the later of sixty (60) days of employment or the first paycheck in February.
- C. The fair share fee shall be the responsibility of CHAT to prescribe an internal procedure to determine a rebate, if any, for nonmembers which conforms to the provisions of Section 4117.09(C) of the Ohio Revised Code. No teacher is required to become a member of CHAT.
- D. CHAT on behalf of itself and the OEA and NEA agrees to indemnify, defend and hold harmless the Board and its designees from any and all claims or for any cost or liability incurred as a result of the implementation and enforcement of this provision provided that:
  - 1. Any claim made or action filed against the employer by a non-member for which indemnification may be claimed must be given in writing by the Board to CHAT within ten (10) days of receiving the written claim.
  - 2. CHAT shall reserve the right to designate counsel to represent and defend the employer;
  - 3. The Board agrees to (a) give full and complete cooperation and assistance to CHAT and its counsel at all levels of the proceeding, (b) permit CHAT or its affiliates to intervene as a party in any proceedings in which the Board is named as a party pursuant to this Article, if it so desires, and/or (c) to not oppose CHAT or its affiliates' application to file briefs amicus curiae in the action;
  - 4. The Board acted in good faith compliance with the fair share fee provision of this Agreement; however, there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to court order) or intentionally or willfully misapplies such fair share fee provision herein.

## **ARTICLE V - NO STRIKE CLAUSE**

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

## **ARTICLE VI - COMMUNICATIONS FORUM**

The Board and CHAT agree during the term of this Agreement to establish a Communications Forum. The purpose of this Communications Forum is to maintain open communications between the administration and the bargaining unit to continue the interest-based problem-solving process. The Communications Forum membership is the Superintendent, building principals, CHAT President, one (1) representative from grades pre-kindergarten through five (5), and one (1) representative from grades six (6) through twelve (12). Items brought to the Communications Forum must be District-wide and/or building-wide issues not solved at the building level. All members must receive appropriate training determined by the Superintendent and the CHAT President in order to promote the spirit and purposes of these meetings. The Communications Forum will meet on a monthly basis. The Superintendent and the CHAT President will determine a schedule of meetings in the beginning of the school year. The meetings may be cancelled or rescheduled by mutual agreement of the Superintendent and the CHAT President.

## **ARTICLE VII - NEGOTIATING PROCEDURES**

### **A. Requests for Negotiations**

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

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

### **B. Representation**

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

### **C. Meetings**

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

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

D. Agreement

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

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

E. Disagreement

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

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

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

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

F. Adjustments

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

**ARTICLE VIII - GRIEVANCE PROCEDURE**

A. Definition

1. A "grievance" is an alleged violation, misinterpretation, or misapplication of the terms of this Agreement.
2. A "grievant" shall mean a teacher, a specifically named group of teachers, or CHAT.
3. "Days" shall refer to days in the officially adopted school calendar specified as teacher duty days.

B. Procedure

1. The purpose of this procedure is to secure, at the lowest possible administrative level, resolution of filed grievances which may arise. Details of grievance proceedings shall be kept confidential by both parties.
2. At any step after a written grievance is filed, the grievant at his/her sole discretion may be accompanied by a representative of his/her choice.
3. The president of CHAT shall be informed that a grievance has been filed within one (1) day of the grievance being received by the appropriate administrator and the president of CHAT

shall be given a copy of the grievance. CHAT may have one representative as an observer beginning at Step 2 of the Grievance Procedure unless requested by the grievant to be his/her representative.

C. Step One

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

D. Step Two

1. Within three (3) days of the oral answer, if the grievance is not resolved, it shall be stated in writing, (Grievance Form, Appendix A) signed by the grievant, submitted to the building principal, and signed and dated by the building principal. After the building principal has signed and dated the Grievance Form, a copy of the Grievance Form shall be returned to the grievant. If the building principal is not in the building on the day the grievant wants to file the Grievance Form, the Grievance Form shall be left on the building principal's desk to be signed and dated upon his/her return. Grievance timelines shall be extended by the amount of days the form was left on the desk until when signed and dated by the building principal.
2. Within three (3) days after receiving the written grievance, the principal shall hold a meeting with the grievant.
3. Within three (3) days after the meeting, the principal shall communicate the disposition in writing to the grievant. The disposition shall specify the reason for the principal's disposition and specify any relief offered.

E. Step Three

1. Within five (5) days after receiving the decision of the principal, an appeal from the decision may be made to the Superintendent by the grievant.
2. The Superintendent, or his/her designated representative, shall hold a meeting with the grievant within five (5) days after receiving the written grievance.
3. The Superintendent, or his/her designated representative, shall give the grievant the disposition in writing not later than five (5) days after the meeting.

F. Step Four

1. If the disposition provided by the Superintendent at Step 3 is not satisfactory to the grievant, within five (5) days the grievant may request in writing that the chairperson of the CHAT Grievance Committee advance his/her grievance to arbitration.
2. Within five (5) days after the receipt of the Superintendent's disposition of the grievance, if the CHAT Grievance Committee desires to proceed to arbitration, it shall so advise the Superintendent in writing. CHAT shall notify the American Arbitration Association (A.A.A.) in a timely manner.
3. An arbitrator shall be chosen from among seven (7) National Academy arbitrators whose names will be supplied by the American Arbitration Association according to its rules. Either

party may request a second list. Arrangements for this selection process will be commenced within ten (10) days after the notification to the Superintendent.

4. Once the arbitrator has been selected, the arbitration hearing will occur in accordance with the rules and regulations of the A.A.A.
5. The grievant(s), the CHAT president, and up to two (2) employees who are witnesses (if necessary) shall be excused from work at the time of the hearing with no loss of pay, benefits or other emoluments in order to attend the arbitration hearing.
6. The arbitrator shall hold the necessary hearing promptly and issue the decision within such time as may be agreed upon. The decision shall be in writing and a copy sent to each party. The decision of the arbitrator shall be binding on the Board, CHAT, and the grievant.
7. The arbitrator shall not have the authority to add to, subtract from, modify, change, or alter any of the provisions of this Agreement, nor add to, detract from, or modify the language therein in arriving at his/her decision concerning any issue presented that is proper within the limitations expressed here. The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to decide any other issue(s) not so submitted to him/her or to submit observations or declarations of opinion which are not directly essential in reaching his/her decision.
8. The arbitrator shall in no way interfere with management prerogatives involving the Board's discretion, nor limit or interfere in any way with the powers, duties, and responsibilities of the Board under its policies, provided this does not conflict with or diminish the terms of this Agreement. Applicable law and rules and regulations having the force and effect of law shall apply.
9. The costs of arbitration shall be paid by the losing party.

#### G. General Regulations

1. Since it is desirable that any conflicts be processed as expeditiously as possible, the number of days stipulated shall be considered maximums. Failure of the grievant to meet the deadline constitutes a waiver of the right to continue the grievance at the next step. Failure of an administrator to respond according to the deadlines constitutes an automatic advancement of the grievance to the next step. Time limits specified in the procedure may be changed by mutual agreement between the grievant and the appropriate administrator hearing the grievance. In the event of an absence of a grievant or appropriate administrator, time limits shall be suspended for the duration of such absence, or a maximum of ten (10) additional days.
2. No teacher may use the grievance procedure to appeal an evaluation or decision regarding hiring, promotion, non-renewal, termination (except as provided in Article XVI C), or suspension of a teacher's contract. Termination or suspension shall be pursuant to the Ohio Revised Code or as otherwise stated in this Agreement.
3. No disciplinary action will be taken for the sole reason of filing a grievance under this Article by the Board or its administrative agents against the grievant(s), the building representative(s) or any teacher participating in said grievance procedure.
4. CHAT Grievances:
  - a. When CHAT is filing a grievance, it can be filed with any building principal where any of the affected teachers is assigned.

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

## **ARTICLE IX - TEACHER'S WORK RESPONSIBILITIES**

### **A. Teacher Contract Days**

1. The teacher work year will consist of 187.5 days. Included in these 187.5 days shall be 182.5 student days; two (2) days at the beginning of the year where at least the equivalent of one (1) day is to be used for teacher preparation; two (2) parent-teacher conference evenings (counting as one full teacher work day); one-half (1/2) day for Open House; one-half (1/2) day for record keeping on the last day of the first semester; and one (1) day for record keeping at the end of the school year.
2. The teacher school year will end on or before the second Friday in June. Winter recess will be a minimum of eight (8) days in length, and Spring recess will be six (6) days in length.
3. The Superintendent and the CHAT President shall mutually determine the schedule of the first two (2) days of the school year using input from teachers and administrators.
4. NEOEA Day shall not be a teacher contract day and shall be unpaid.
5. The Wednesday before Thanksgiving shall not be a teacher contract day but is a paid day (i.e., the equivalent of the two (2) parent-teacher conference evenings).

### **B. Scheduled Work Day**

1. At the middle school and high school, the scheduled work day shall not exceed seven (7) hours and thirty (30) minutes commencing at 7:15 a.m. At the elementary school, the scheduled work day shall not exceed seven (7) hours and thirty (30) minutes commencing at 8:05 a.m. Any restructuring of the work day (e.g., block scheduling) must be agreed upon by the Board and CHAT.
2. Inclusive of the 7 hour and 30 minute scheduled work day will be at least a thirty (30) minute duty-free lunch not to be scheduled before 10:30 a.m. and not after 1:00 p.m. Every effort will be made to schedule all lunch times between 11:15 a.m. and 12:30 p.m.
3. There shall be no more than nine (9) faculty meetings each school year unless an emergency situation arises. There shall be no faculty meetings on election day(s). A faculty meeting is a meeting of the entire building faculty.
4. At the middle school and high school level, faculty meetings shall be held after school and shall be completed by 3:25 p.m. All teachers shall attend faculty meetings unless excused by the principal. Teachers who are excused shall come in at 7:00 a.m. the next morning and discuss the faculty meeting with the principal. Faculty meetings may be held in the morning if teachers are given two (2) days advance notification.
5. At the elementary level, all meetings shall take place between 7:45 a.m. and 3:35 p.m.
6. In the process of developing a Master Schedule for teacher class assignments, the building principal will insure that each full-time middle school and high school teacher is guaranteed a schedule that includes at least two (2) planning/preparation periods each day. The building principal will make every attempt while developing the Master Schedule to assign each full-time middle school and high school teacher a schedule that includes five (5) academic

classes and one (1) non-academic duty (e.g., study hall, lunch duty, or other). In the event the building principal cannot assign a teacher five (5) academic and one (1) non-academic duty per semester, the building principal may assign the teacher six (6) academic classes and zero (0) non-academic duties (e.g., study hall, lunch duty, etc.) and the teacher shall receive a stipend of one-hundred dollars (\$100.00). The first semester payment will be made the second pay date in January with the regular bi-weekly paycheck and the second semester payment will be made the second pay date in June with the regular bi-weekly paycheck.

7. At the elementary level, each teacher shall have a minimum of three hundred twenty (320) minutes per week of planning/preparation time within the student school day. In the case of early childhood teachers, the student school day begins with the beginning of the morning class and ends with the ending of the afternoon class.
8. A half-time high school or middle school teacher shall have three (3) assignments and one preparation period. A half-time elementary teacher shall receive one hundred sixty (160) minutes of planning time per week. Any teacher contracted to work less than half-time shall not be entitled to planning time.
9. During the school year, each full-time teacher should attend two (2) student-related activities during non-school time. Teachers are encouraged to attend a broad spectrum of events along with being encouraged to attend high school graduation. If the teacher attends a school-sponsored event and a fee is required, the Board will cover the cost of that fee for that teacher and his/her immediate family. In the case of student-related banquets, the Board shall only cover the cost of the teacher and one guest. CHAT will encourage its members to attend these functions.
10. The scheduled work days of a travelling teacher shall not exceed seven (7) hours and thirty (30) minutes. The traveling teacher shall follow the beginning and ending schedule of the building where his/her first assignment is located. If the traveling teacher has a supplemental contract, the building principals shall determine which building schedule the traveling teacher shall follow.
11. At the high school level, when semester exams are given, they shall be given from 7:30 a.m. to 12:15 p.m. On each semester exam day, each high school teacher shall have his/her two planning/preparation periods as the last two periods of the school day in order to provide time for the teacher to correct the exams.
12. For the purposes of standardized testing (e.g. Ohio Achievement Tests in grades 3 through 5) at the elementary school, there will be no specials classes during the testing times.
  - a. If a teacher receives less than the required planning/preparation time of 320 minutes per week (as stated in Article IX B [7]) because of the above schedule changes, each teacher may accept equivalent time (up to 320 minutes/week) during non-planning/preparation time specials (i.e. guidance or library time slots) to be taken as agreed upon by the teacher and the specials teacher(s).
  - b. Period substitution during these days not related to testing will be paid at the usual period substitution rate.
13. Each elementary teacher shall attend Curriculum Night (held in September) at the elementary school. Curriculum Night equivalent time will be provided to teachers on the last student day. The teachers will be permitted to leave after students are dismissed on that day.

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

C. Compensatory Time

By arrangement with the principal, a teacher who agrees to participate in an activity outside the normal school day shall be compensated for such participation by adjustment of the teacher's work day. Such arrangement shall be equal in time. Compensatory time must be used within ninety (90) school days or forfeited. Compensatory time shall not be used during an assigned supervision or classroom duty.

D. Inclusion

1. Every effort will be made to ensure scheduling for common planning time between the inclusion specialist and all subject area teachers involved.
2. Special provisions for training will be given to all subject area teachers involved.
3. Every effort will be made to give each teacher who has to participate in the preparation of an IEP release time to do so.

E. Lesson Plans

1. Weekly lesson plans are to be completed by teachers and shall be available to the building principal upon request of the building principal.
2. The regular collection of weekly lesson plans will take place on a rotational basis as follows:

<u>Week of Each Month</u>	<u>Elementary</u>	<u>Middle School/High School</u>
1	Grades before 1 & Specials	Social Studies, Business
2	Grades 1, 2	English, Foreign Language, Reading
3	Grades 3, 4	Family & Consumer Science, HPE, Industrial Technology, Music, Art
4	Grade 5	Science, Math

- a. Lesson plans will be submitted to the department coordinators by 7:30 a.m. and to team leaders by 8:30 a.m. on the first school day of their respective week.
- b. Department coordinators and team leaders will submit lesson plans to the building principal by the end of that regular school day.
- c. Lesson plans may utilize any format provided that key elements identified by the building principal, in writing, are included.
- d. Lesson plans will not be utilized for evaluation purposes, unless the staff member is being evaluated under the Professional Development Plan during the respective school year.
- e. Lesson plan collections may be suspended by the building principal at any time.

F. Long-Term Substitutes

1. A long-term substitute is a teacher who has been employed in the same assignment for sixty (60) or more student days. Long-term substitutes are given a qualified limited contract for

the balance of that assignment. Said contract automatically expires at the conclusion of the assignment to that position.

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

G. Permanent Substitutes

1. A permanent substitute's employment shall expire at the end of the school year without action by the Board or further notice to the permanent substitute.
2. The following are not applicable to permanent substitutes: Article XIV (Teacher Evaluation), Article XVII (Reduction in Force) and Sections 3319.11 and 3319.111 of the Ohio Revised Code.

H. Classroom Visitations

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

I. Class Size

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

## **ARTICLE X - SPECIAL WORK SITUATIONS**

A. Definition

1. Full-time teachers, who have three (3) years successful teaching experience in the Cuyahoga Heights Schools, may request from the Superintendent to participate in a Special Work Situation teaching assignment (which would represent a change in the teacher's contract status, i.e., full-time to part-time status). Such special Work Situation assignments would include:
  - a. Voluntary Position-sharing Teaching Assignment in partnership with another full-time teacher, who agrees to change contract status;
  - b. Part-time Teaching Assignment, and/or;
  - c. Special Leave Request/Part-time Teaching Assignment - for example, a special leave to permit necessary time to complete graduate education requirements, to participate in a travel abroad program, or to take advantage of an extended professional growth or other educational opportunity that is of benefit to the Cuyahoga Heights Schools.
2. Such Special Work Situation teaching assignments would normally be in effect for a full school year. It is each teacher's responsibility to determine his/her STRS service credit.

B. Application Procedure

Applications for a one (1) year Special Work Situation teaching assignment will be considered annually and must be submitted to the Superintendent no later than March 1st of the academic year prior to when the new teaching assignment is to be implemented. The Superintendent or designee shall make the final determination on all applications for a Special Work Situation

teaching assignment. Refusal by the administration to approve a Special Work Situation teaching assignment is not subject to the grievance procedure (outlined in Article VIII, Grievance Procedure).

C. Teaching Schedule

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

D. Voluntary Position-Sharing

1. Voluntary Position-Sharing refers to a Special Work Situation teaching assignment available for a pair of teachers (who are certificated/licensed at the same levels and/or in the same subject area) to voluntarily partner with one another in a "team teaching" approach, wherein one full-time teaching assignment (1.0 FTE) is shared between the two teachers involved. Teachers who wish to Voluntary Position-Share must submit a written plan that details the area of the teaching assignment (including grade level and/or courses to be shared), a complete description of teaching techniques and methods (including grading practices that ensure fairness to students), the percentage of the regular full-time work day that each participant proposes to teach, and a contingency plan should one of the partners be unable or unwilling to complete the full school year under the Voluntary Position-Sharing plan. Teachers who wish to participate in such an assignment must locate their own Voluntary Position-Sharing partner; no teacher will be required to Voluntary Position-Share.
2. Due to the nature of Voluntary Position-Sharing, such arrangements will not always reflect an exact fifty percent (50%) split of responsibilities. However, between them, Voluntary Position-Sharing teachers will be responsible for performing a full-time equivalency of instructional and supervisory assignments, committee assignments, attendance at meetings, etc. At the elementary level, Voluntary Position-sharing teachers will split the assignment in a regular set of hours/days as scheduled by the principal; at the Middle School and High School levels, Voluntary Position-Sharing teachers will split eight (8) assignments per day (including teaching assignments, homeroom duty, non-teaching assignments, and planning periods) as scheduled by the principal. Neither Voluntary Position-Sharing teacher at the Middle School or High School levels shall have more than three (3) preparations. Both Voluntary Position-Sharing teachers must attend parent conferences, Intervention Assistance Team meetings, Open House, and other required meetings as defined in the approved Voluntary Position-sharing plan. Wherever possible, each Voluntary Position-Sharing partner will serve as a substitute for his/her partner (and shall be paid at the appropriate pro-rated amount of the daily substitute rate).

E. Salary and Benefits

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

F. Completion of Special Work Situation Teaching Assignment

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

**ARTICLE XI - CONTRACTS**

- A. The Board shall enter into a written contract for the employment of all teachers.
- B. The Board shall also enter into a supplemental contract for teachers who work outside the normal teaching duties.
- C. Limited, continuing, and supplemental contracts shall specify the salary and compensation to be paid.

**ARTICLE XII - POSTING OF VACANCIES**

- A. When a supplemental vacancy occurs, such vacancy must be offered to a Board-employed teacher as provided in Section 3313.53 of the Ohio Revised Code, if said teacher is determined by the Board to be qualified.
- B. All vacancies are to be printed (posted) and distributed to each teacher by the Board via the Intercom within two (2) weeks after the vacancy occurs unless the vacancy occurs during the summer. Vacancies occurring during the summer shall be published in the Superintendent's Ecommunicate and distributed to teachers within two (2) weeks of each Board meeting during the summer. A vacancy occurs when the Board decides to fill an existing position or creates an additional position and posts said position(s).
- C. All supplemental positions will be posted at the appropriate time during the school year.

**ARTICLE XIII - NOTIFICATION OF ASSIGNMENT AND TRANSFER**

- A. When a change of assignment within a building or between buildings is made, either the Superintendent or Principal will meet with the teacher concerned. If a change of assignment is made, such change will be provided in writing from the Superintendent or his/her designee with reason given for the change of assignment or transfer.
- B. Change of assignment is defined as a change in subject area or grade level.
- C. Prior to the conclusion of the school year, teachers will be informed in writing by or through their building principal of their tentative grade and/or subject assignment for the next school year. In the event of a change of that tentative assignment or a transfer during the summer recess, affected teachers will be sent written notice of such changes of assignment or transfer to their residence on file with the Treasurer's office.
- D. Prior to March 1st of each school year, a teacher may submit in writing to his/her principal a preference for assignment for the next school year.
- E. Nothing in this Article shall limit the authority of the Superintendent to assign or transfer teacher(s) at any time, including but not limited to assignments or transfers made during the summer recess, at the beginning of a school year, or at any time during a school year. Nothing in this Article, including

but not limited to the filing of a limited grievance as stated below in this Article will invalidate the assignment or transfer of any teacher.

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

#### **ARTICLE XIV - TEACHER EVALUATION**

- A. The Cuyahoga Heights teacher evaluation procedure is designed to recognize strengths, to encourage improvement, and to stimulate professional growth. It is to be used also in assisting administrators to arrive at a recommendation to the Superintendent concerning the contractual status of a teacher.
- B. The evaluation program will consist of formal and informal observations. The formal program of teacher evaluation will be accomplished through personal classroom observation followed by a written evaluation. The informal program consists of observations which may take place in or out of the formal classroom situation; in the case of observations out of the classroom, such observations are limited to actions occurring in the school or during school related activities.
1. Classroom observations and evaluations will be conducted by the building principal, an administrator, or a supervisor.
    - a. No observations shall take place the day after a teacher returns from a leave or during the last week of the school year. However, a teacher could request being observed during the last week of the school year.
    - b. There can be more than one (1) observation per day. However, if more than one (1) observation occurs on the same day, at least one (1) additional observation would have to be done, on a different day, to complete the written evaluation.
  2. At least two (2) observations should be made by the evaluator for each written evaluation. Teachers on limited contracts shall be evaluated formally a minimum of two (2) times each school year, once on or before December 15th and the second completed by April 1st.
  3. A teacher with a continuing contract shall be formally evaluated every four (4) years during the assignment within the same building.
  4. A teacher with a continuing contract new to a building will be formally evaluated during his/her first year in the new assignment.
  5. A teacher with a continuing contract placed in a Needs Assistance category by the building principal will be formally evaluated during that school year.
  6. If any observation, formal or informal, is going to negatively affect a teacher's evaluation, that information must be shared with the teacher within fifteen (15) school days. Timelines may be extended by five (5) days for extenuating circumstances by mutual agreement between the Association President and the administrator documenting the information.
  7. The above evaluation procedures shall replace and supersede the procedures identified in Ohio Revised Code 3319.111 and shall be used to implement current Ohio Revised Code 3319.11.
- C. In accordance with Ohio Revised Code Section 3317.141 and as a "Race to the Top" school, the parties acknowledge that in conjunction with the completion of the evaluation process according

to the provisions of HB 153, a joint committee shall be established to develop a new salary schedule.

## **ARTICLE XV - PROFESSIONAL STAFF LEAVES AND ABSENCES**

### **A. Sick Leave**

1. Sick leave shall be used in accordance with Section 3319.141 Ohio Revised Code, or as otherwise defined herein.
2. Teachers shall be granted sick leave without loss of pay for absence due to personal illness, injury, pregnancy or disability resulting there from, exposure to contagious disease which could be communicated to others, and for absence due to illness, injury, or death in the teacher's immediate family.
3. Sick leave shall be granted at a rate of one and one-quarter day per month to a maximum of 15 days in any one year. The accumulation of unused sick leave shall be unlimited.
4. A teacher who transfers from the service of any public agency in Ohio to employment with this Board or who has been separated from the service of any public agency in Ohio but is employed by the Board within ten (10) years of the separation shall be credited with the unused portion of his/her unused accumulated sick leave. It will be the responsibility of each teacher who has transferable accumulated sick leave to notify the Treasurer of the Board.
5. All newly employed teachers who do not have transferable accumulated sick leave and any regularly employed teachers who have exhausted their accumulated sick leave shall be advanced up to five (5) days of sick leave upon written request to the Board Treasurer. Sick leave credit shall not be advanced beyond the contract year. If employment is discontinued prior to accumulating the advanced sick days, or if a teacher is unable to accumulate sufficient sick days to repay the advance during the contract year, the Board shall deduct the amount of wages paid on the advanced sick leave credit from the final compensation due for their contract year.
6. Immediate family shall be defined as mother, father, grandmother, grandfather, mother-in-law, father-in-law, sister, brother, husband, wife, child, or anyone who currently holds the position of parent or child, or anyone who is a relative residing in the household of the teacher.
7. Salary deductions at the teacher's per diem rate will be made for days of absence in excess of the number of days of accumulated sick leave. Upon exhaustion of accumulated sick leave days, the teacher is automatically considered on an unpaid leave of absence. The teacher is automatically considered off the unpaid leave of absence upon returning to work.
8. A written statement (*Application for Use of Sick Leave, Appendix B*) shall be required of the teacher to justify the use of sick leave.
9. Each teacher shall be notified of his/her sick leave status on the first paycheck stub of each month.
10. Following the adoption of a child, sick leave can be used upon written verification of the need by a physician.

### **B. Personal Illness**

1. Days lost due to quarantine of a family member or resident residing in the teacher's household shall not be deducted from salary or accumulated days of sick leave.

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

C. Family Illness

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

D. Long Term Use of Sick Leave

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

E. Leave For Bereavement

1. In the event of death of a daughter-in-law, son-in-law, grand-child, aunt, uncle, niece, nephew, brother-in-law, or sister-in-law, sick leave is usable for up to three (3) days per bereavement incident and for up to five (5) days per out-of-state bereavement incident.
2. Upon the written request of the teacher, the Superintendent may extend the use of sick leave for bereavement purposes in the event of death of a relative other than those defined as immediate family. In the case of unusual circumstances, the Superintendent shall discuss the extended use of sick leave for bereavement with the President of CHAT. The Superintendent also may grant the use of sick leave to teachers for death of someone other than those named above.

F. Unpaid Leaves

1. Any teacher requesting an unpaid leave of absence beginning with the opening of the school year shall notify the Superintendent of such intention not later than March 1st, unless otherwise specified herein.
2. Any teacher who is on such leave of absence and wishes to return to duty at the beginning of the school year shall notify the Superintendent of this not later than March 1st.
3. Deductions will be taken from a teacher's salary at the teacher's per diem rate, for absence for reasons other than those stipulated in this Agreement.
4. Upon return from such a leave, a teacher will be placed on the salary schedule at the next consecutive step the following school year if he/she worked 120 days in the school year that the unpaid leave was taken, with the same contract status, and in a position comparable to that held at the time the leave was granted. A teacher returning from a leave will not accumulate seniority during the period of the leave.

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

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

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

H. Leave for Legal Commitments and Transactions

1. In the case of absence from duty in response to a subpoena in a court case or an administrative hearing in which the teacher is not a party, there shall be deducted from the salary of the teacher the amount of any witness fee or other compensation, exclusive of any reimbursement paid specifically for expenses incurred by such subpoena. A certificate signed by the teacher and stating the amount of such fee or other compensation, if any, must be submitted by the teacher or the full salary for the period of absence shall be deducted.
2. In case of absence from duty for any court proceedings or administrative hearing in which the teacher is a party, no salary shall be paid to the teacher for the period of absence, unless the case is a school related matter. School related shall not include an action filed by the teacher against the school District, members, Board, or administrative staff.

I. Jury Duty

In case of absence from duty in response to a jury summons, salary shall be paid to the teacher for the period of absence. Any remuneration received by the teacher for serving as a juror shall be kept by the teacher.

J. Assault Leave

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

1. If such an incident should occur, the teacher will notify his/her appropriate supervisor immediately. A complete written report shall be given to the immediate supervisor within two (2) working days of the incident.
2. If an assault results in the teacher not being able to perform his/her job, the time lost will not be deducted from accumulated sick leave or salary.
3. A teacher returning from assault leave shall return to the same position during the same school year; and may return to the same or comparable position the subsequent school year.
4. The teacher shall furnish a signed statement on the form prescribed by the Board to justify the use of assault leave. If medical attention is required, the teacher shall supply a certificate from a licensed physician stating the nature and severity of the disability and its duration.

5. Should civil or criminal action be filed as a result of the assault, the teacher and the school will cooperate in the collection of information needed. Reasonable time needed for days in court will be granted by the Board.
6. Whether or not medical attention is required, the teacher shall furnish a certificate from a licensed physician justifying the use of assault leave if the leave exceeds ten (10) working days.
7. This leave shall be extended for up to one (1) full contract year providing the teacher supplies medical documentation, satisfactory to both parties, stating that the teacher is unable to perform the assigned duties. The Board reserves the right to require the teacher to be examined by a licensed physician of the Board's choice at the Board's expense.
8. A teacher who is on assault leave shall not accept employment elsewhere.

K. Parental Leave

1. Upon request of the teacher, parental leave which commences after the school year has begun entitles the teacher to parental leave for the remainder of that school year. Upon request, the teacher shall be granted parental leave for a maximum of one (1) additional school year. A shorter period of parental leave time may occur upon mutual agreement of the teacher and the Superintendent.
  - a. Such parental leave shall be without any fringe benefits except as provided herein.
  - b. A request for an additional full school year will be considered and may be approved by the Board.
2. Upon request of the teacher, parental leave which commences on the first day of the school year entitles the teacher to parental leave for that school year. A shorter period of parental leave time may occur upon mutual agreement of the teacher and the Superintendent.
  - a. Such parental leave shall be without any fringe benefits except as provided herein.
  - b. A request for an additional full school year will be considered and may be approved by the Board.
3. Leave must be requested as early as possible and no later than forty-five (45) days before the leave is to begin. This provision may be altered in the case of extenuating circumstances.
4. A teacher returning during the same school year from parental leave shall return to the same position. However, if a teacher returns at any other time in accordance with paragraphs 1 and 2 above, the teacher may be assigned to the same position or one of comparable status for which the teacher is certificated/licensed.
5. These provisions shall also apply to adoptive parents providing the child being adopted is under six (6) years of age. Additionally, these provisions shall also apply to teachers in order for the teacher to care for his/her parent(s).
6. As with any unpaid leave of absence, no fringe benefits will accrue or be paid by the Board for the teacher. A teacher may continue to be covered under group insurance programs by reimbursing all premium costs to the Board, unless this procedure is specifically prohibited by the insuring company. Payment of monthly premiums by the teacher shall be paid to the Board Treasurer no later than the first day of each month.

7. A teacher who is on leave of absence from the Cuyahoga Heights Schools shall not accept more than half-time employment elsewhere.

L. Professional Leave

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

M. Catastrophic Leave

1. The purpose of catastrophic leave is to allow Cuyahoga Heights Schools employees the opportunity to assist co-workers who have experienced personal or family catastrophic illness or injury which causes a loss of income. Catastrophic leave is intended to assist employees who are not receiving disability benefits or Worker's Compensation payments.
2. Catastrophic illness or injury shall be defined as a serious, debilitating illness or injury which incapacitates the employee or employee's immediate family member as defined in section (A) 6 of this Article and which will cause a loss of income due to the employee having exhausted all accumulated days of sick leave. Catastrophic illness or injury is further defined as a long-term, incapacitating illness, injury, or medical condition which requires the employee to take time off work for an extended period.
3. A district-wide catastrophic sick leave bank shall be established. Unused personal leave days may be deposited on June 30. (Reference Art. XVI A.3.) All eligible employees may use a maximum of ten (10) days from this district sick leave bank.
4. And further, a personal employee sick leave bank may be established when co-workers donate up to five (5) days of accumulated sick leave per school year per each employee receiving sick leave donations. [Notices of need will be forwarded to all employees]
5. Donations must be made in increments of whole days. Accumulated sick leave shall be transferred day for day, regardless of differing pay scales. All donations are voluntary.
6. Employees receiving sick leave donations shall be limited to a maximum of forty-five (45) days per school year from both banks.
7. Accumulated days of sick leave may be donated and transferred when all of the following applicable conditions are met:
  - a. An employee requests donated leave due to catastrophic illness or injury;
  - b. A teacher's leave of absence in relation to a catastrophic illness or injury is approved by the Superintendent in consultation with the CHAT president;
  - c. An employee has exhausted all accumulated sick leave days and is not receiving disability benefits or Worker's Compensation payments.
8. Donated days will not be deducted from the donor's accumulated sick leave balance until transferred to the receiving employee.
9. Payment will continue to the employee to the maximum number of days allowable and the days will be deducted from the donor at the completion of the employee's leave.
10. Once processed and transferred, donations are irrevocable, unless not needed.
11. Donations of accumulated sick leave shall not be counted as used sick leave for purposes of determining merit incentives for attendance pursuant to Article XXVI F.

N. Military Leave

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

**ARTICLE XVI - PERSONAL LEAVE**

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

1. Teachers beginning service between December 1st and February 28th shall be granted up to two (2) days; teachers beginning service after March 1st shall be granted up to one (1) day.
2. Personal leave will be granted in increments of no less than 1/4 day.
3. All unused personal leave days may be donated to a district wide catastrophic sick leave bank. Donations must be made in writing signed by the teacher and forwarded to the Treasurer's office.

B. General Guidelines

1. Unless an emergency, requests for personal leave should be submitted on the Request for Personal Leave form (Appendix C) at least three (3) days prior to the anticipated absence on the form provided.
2. If an emergency situation arises, the teacher shall immediately notify his/her supervisor or the Superintendent and complete the personal leave form as soon as practical.
3. Any of the three (3) personal leave days shall be granted to transact necessary personal business or to attend to affairs of a personal nature. However, personal leave may not be granted:
  - a. To extend in any way a vacation/holiday listed on the school calendar.
  - b. For the teacher to conduct or apply for other gainful employment business.
  - c. For any reason that would fall under "sick leave."
4. Personal leave days that extend before or after a vacation/holiday day(s) listed on the school calendar may only be used for one of the specific reasons stated below.
  - a. Funeral for persons not covered under sick leave.
  - b. Day of marriage of the teacher or a member of the teacher's immediate family (see Sick Leave for definition of "immediate family").
  - c. Emergency / Unplanned travel conditions which make it impossible for the teacher to report as assigned.
  - d. Graduation or honors ceremonies of the teacher or a member of the teacher's immediate family (see Sick Leave for definition of "immediate family").

- e. For any required appearance in court except when the teacher is a defendant in a job-related criminal action.
- f. Required appearance for the settlement of an estate.
- g. For an act of nature or accident to the teacher's house or utilities that would create a hazardous condition if not corrected immediately.
- h. For business involved with the legal transfer, purchase or sale of a home or real estate.
- i. For observance of a recognized religious holiday; days taken for this reason will be weighed in that a full day of use will result in a one-half (1/2) day deduction against personal business leave.
- j. For legal transactions to which the teacher is a party and which cannot be completed after the school day.
- k. For attending educational conferences concerning the teacher's child or children. Said conferences must take place on the premises of the child's school system.
- l. Emergency child care/supervision or other "urgent" family obligation not covered by sick leave.
- m. Relocation
- n. For other emergency or "Act of God" situations determined by the Superintendent to fall into the intent of this personal leave.

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

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

#### **ARTICLE XVII - REDUCTION IN FORCE**

- A. In the event of the suspension of a limited or continuing contract due to a reduction in staff, such contract suspensions shall be pursuant to Ohio Revised Code 3319.17. This Article is not applicable to Long-Term Substitutes or Permanent Substitutes.
- B. Suspensions of limited or continuing contracts shall be done by seniority. When applicable, teachers with limited contracts shall be suspended before teachers with continuing contracts. Determination of the reduction in force order shall be from the seniority list in effect immediately prior to the Board meeting where contracts are suspended due to reduction in force. This list must have been verified by CHAT. The teacher with the least seniority shall be the first to have his/her contract suspended. A teacher whose position is being reduced shall have the right to move to another position in which he or she is certificated/licensed as long as he or she holds more seniority in the District than the teacher being replaced.
  1. Seniority shall be defined as the length of continuous service as a teacher in active pay status in the District.

- a. Full-time teachers: One hundred twenty (120) days or more in any one school year shall give a teacher one (1) full year of seniority credit. A teacher with fewer than one hundred twenty (120) days per year shall acquire seniority on a proportionate basis, using one hundred twenty (120) days as the denominator in the seniority calculation.
  - b. Part-time teachers (other than those in a Special Work Situation): If a part-time teacher works a minimum of one hundred twenty (120) days in a school year, his/her seniority shall be the percentage of each week worked multiplied by one year (e.g., a part-time teacher who works half of each day five days a week shall receive .5 years of seniority for that year). If a part-time teacher works fewer than one hundred twenty (120) days in a school year, his/her seniority shall be calculated by taking the percentage of each week worked multiplied by the percentage of the year worked [e.g., a part-time teacher who works .5 of each week for 90 days in the school year shall receive .375 years of seniority for that year (90/120 or .75 years multiplied by .5)]. For the seniority calculation, one hundred twenty (120) days is used as the denominator.
  - c. Teachers in a Special Work Situation: For a full year of participation in a Special Work Situation teaching assignment, each teacher shall receive one (1) year of seniority provided that the teacher works a minimum of one hundred twenty (120) days per year. Participants with fewer than one hundred twenty (120) days per year shall acquire seniority on a proportionate basis using one hundred twenty (120) days as the denominator for the calculation.
2. Board-approved leaves of absence shall not interrupt seniority, but time spent on such leave shall not count toward seniority. However, if a teacher is on unpaid FMLA leave near the end of the semester/year and the Board requires the teacher to continue using FMLA leave until the end of the semester/year (Article XVIII F), any days the teacher was required to remain on FMLA leave shall be counted toward that teacher's seniority.
  3. A teacher's resignation that is approved by the Board breaks his/her seniority. If that teacher is rehired by the District, that teacher brings with him/her no seniority, even though no teacher days were missed (i.e., a teacher whose resignation is effective after the end of one school year who is then rehired to begin the next school year has no seniority when rehired).
- C. A teacher whose limited or continuing contract has been suspended shall have the right to be recalled for the first available teaching position, if the vacancy is within the teaching area from which the teacher was reduced or for which the teacher is certificated/licensed at the time of the reduction in force.
- D. The order of recall will be based on seniority with the most senior reduced teacher being recalled first. When applicable, teachers with a continuing contract shall be recalled before teachers with a limited contract. Eligibility for recall shall be limited to three (3) years from the date of contract suspension.
- E. In the event that teachers have equal lengths of service, ties will be broken by consideration of the following factors in order of tie-breaking priority:
1. Length of previous interrupted professional service in Cuyahoga Heights Schools.
  2. Length of previous professional service in other school districts provided the staff member comes to Cuyahoga Heights with uninterrupted service.
  3. Length of previous interrupted professional service in other school districts.

4. If, after application of the foregoing, individuals still have the same seniority, then seniority will be determined by (a) the date of the Board meeting at which the teacher was hired; and, then by, (b) the date on which the teacher submitted a completed job application; and, then by, (c) a flip of the coin.
- F. Priority shall be given to teachers who are working under continuing contracts at the time of the suspension of contract.
- G. Nothing in this Reduction in Force section shall be construed to restrict the Board's statutory right to non-renew limited teaching contracts.
- H. It shall be the responsibility of the teacher to keep the Board informed of his/her current address at all times. The teacher shall have two weeks (14 days) to accept or reject a notice of recall from the date of delivery by certified mail of the notice to the employee's last known address, or the teacher shall have waived any rights under this provision.
- I. Where the Superintendent may plan to recommend that a teacher's contract be suspended due to a reduction in force, such teacher shall be informed of this possible recommendation no later than fourteen (14) days prior to Board action. A conference with the Superintendent, if requested by the teacher, will be held during which an explanation of the decision will be given to the teacher. The teacher shall have the right to a representative and to present evidence in his/her behalf.
- J. The parties to this Agreement acknowledge that when the evaluation process under HB 153 and the amended Ohio Revised Code Section 3319.17 is completed, the Administration and the Association shall meet to discuss the modification of Article XVII as it relates to seniority in the reduction in force and recall provisions.

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

##### **A. Eligibility**

1. An eligible teacher may take up to twelve (12) work weeks of unpaid leave ("FMLA leave") in any school year (July 1 through June 30) for one (1) or more of the following circumstances:
  - a. the birth of a teacher's child and to care for the child up to age one;
  - b. the placement of a child with a teacher for adoption or foster care, up to a twelve (12) month period after the placement;
  - c. to care for the spouse, child, or parent of a teacher when that family member has a serious health condition;
  - d. the teacher's inability to perform the functions of the position because of the teacher's own serious health condition.
2. To be eligible for FMLA Leave, the teacher must:
  - a. have been working for the Board for at least twelve (12) months before the leave request (these do not need to be consecutive months); and
  - b. have worked at least one thousand two hundred fifty (1,250) hours during the twelve (12) month period preceding the FMLA leave.

B. Serious Health Condition - Defined

1. "Serious health condition" means an illness, injury, impairment, or physical or mental condition that involves:
  - a. *Inpatient care* (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility including any period of *incapacity* (defined to mean inability to work, attend school or perform other regular daily activities due to the serious health condition, treatment therefore, or recovery therefrom), or any subsequent treatment in connection with such inpatient care
  - b. *Continuing treatment* by a health care provider. A serious health condition involving continuing treatment by a health care provider includes any one or more of the following:
    - (1) A period of incapacity of more than three consecutive calendar days, and any subsequent treatment or period of incapacity relating to the same condition that also involves:
      - (a) Treatment two or more times by a health care provider, by a nurse or physician's assistant under direct supervision of a health care provider, or by a provider of health care services
      - (b) Treatment by a health care provider on at least one occasion which results in a regimen of continuing treatment under the supervision of the health care provider
    - (2) Any period of incapacity due to pregnancy, or for prenatal care
    - (3) Any period of incapacity or treatment for such incapacity due to a chronic serious health condition. A chronic serious health condition is one which:
      - (a) Requires periodic visits for treatment by a health care provider, or by a nurse or physician's assistant under direct supervision of a health care provider;
      - (b) Continues over an extended period of time (including recurring episodes of a single underlying condition); and
      - (c) May cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc.)
    - (4) A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider. (Examples include Alzheimer's, a severe stroke, or the terminal stages of a disease.)
    - (5) Any period of absence to receive multiple treatments (including any period of recovery therefrom) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment, such as cancer (chemotherapy, radiation, etc.), severe arthritis (physical therapy), kidney disease (dialysis).

- c. Treatment for purposes of paragraph 1 of this section includes (but is not limited to) examinations to determine if a serious health condition exists and evaluations of the condition. Treatment does not include routine physical examinations, eye examinations, or dental examinations. A regimen of continuing treatment includes, for example, a course of prescription medication or therapy requiring special equipment to resolve or alleviate the health condition (e.g., oxygen). A regimen of continuing treatment that includes the taking of over-the-counter medications (e.g., aspirin), or bed-rest, drinking fluids, exercise and other similar activities that can be initiated without a visit to a health care provider, is not, by itself, sufficient to constitute a regimen of continuing treatment for purposes of FMLA leave.
  - d. Conditions for which cosmetic treatments are administered are not "serious health conditions" unless inpatient hospital care is required or unless complications develop. Restorative dental or plastic surgery after an injury or removal of cancerous growths are serious health conditions provided all the other conditions of this section are met. Mental illness resulting from stress or allergies may be serious health conditions, but only if all the conditions of this section are met.
  - e. Substance abuse may be a serious health condition if the conditions of this section are met. However, FMLA leave may only be taken for treatment for substance abuse by a health care provider or by a provider of health care services on referral by a health care provider. Absence because of the employee's use of the substance, rather than for treatment, does not qualify for FMLA leave.
  - f. Absences attributable to incapacity under paragraphs B 1 b (2) and (3) qualify for FMLA leave even though the employee or the immediate family member does not receive treatment from a health care provider during the absence, and even if the absence does not last more than three days. (Examples: an employee with asthma may be unable to report for work due to the onset of an asthma attack or because the employee's health care provider has advised the employee to stay home when the pollen count exceeds a certain level; a pregnant employee may be unable to report to work because of severe morning sickness.)
2. "Health care provider" is defined as:
- a. A doctor of medicine or osteopathy who is authorized to practice medicine or surgery by the State in which the doctor practices; or
  - b. Podiatrists, dentists, clinical psychologists, optometrists, and chiropractors (limited to treatment consisting of manual manipulation of the spine to correct a subluxation as demonstrated by X-ray to exist) authorized to practice in the State and performing within the scope of their practice as defined under State law; and
  - c. Nurse practitioners and nurse-midwives who are authorized to practice under State law and who are performing within the scope of their practice as defined under State law; and
  - d. Christian Science practitioners listed with the First Church of Christ Scientist in Boston, Massachusetts.
3. Voluntary or cosmetic treatments (such as most treatments for orthodontia or acne) which are not medically necessary are not "serious health conditions," unless inpatient hospital care is required. Treatments for allergies or stress, or for substance abuse, are serious health conditions if all the conditions of the regulation are met. Prenatal care is included as a serious health condition. Routine preventive physical examinations are excluded.

4. In cases in which the Board employs both the husband and wife, the total amount of FMLA leave for the couple for the birth or placement of a child or to care for an ill parent (not "parent-in-law") is limited to a total of twelve (12) weeks. Where the husband and wife both use a portion of the total twelve (12) week FMLA leave entitlement for one (1) of the reasons in this paragraph, the husband and wife would each be entitled to the difference between the amount he or she has taken individually under this paragraph and twelve (12) weeks for FMLA leave for a purpose other than those contained in this paragraph.
5. FMLA does not limit or enlarge entitlement to paid or unpaid leave for which an employee is otherwise eligible under the Agreement.

C. Notice

1. The teacher shall provide the Superintendent or his/her designee with no fewer than thirty (30) days prior written notice to take unpaid FMLA leave for the birth or placement of a child when the teacher's need for leave is foreseeable.
2. Whenever unpaid FMLA leave is necessitated by the serious health condition of the teacher or her/his family member and is foreseeable based upon planned medical treatment, the teacher shall provide the Superintendent or his/her designee with no fewer than thirty (30) days prior written certification (Appendix G or Appendix H) issued by a health care provider to support her/his request for leave. If a teacher requires intermittent leave or a reduced work schedule as set forth below, the teacher shall provide the Superintendent or his/her designee with no fewer than thirty (30) days prior written certification (Appendix I) if the need for leave is foreseeable.
3. If the teacher's need for leave is not foreseeable, notice must be given as soon as both possible and practical, taking into account all of the facts and circumstances in the individual case. It is expected that a teacher will give notice to the Superintendent or his/her designee within one (1) or two (2) working days of learning of the need for leave, except in extraordinary circumstances. The teacher should provide notice to the Superintendent or his/her designee either in person or by phone, telegraph, facsimile ("fax") machine or other electronic means. Notice may be given by the teacher's representative (e.g., a spouse, family member, or other responsible party) if the teacher is unable to do so personally.

D. Calculation of Total Unpaid/Paid FMLA Leave

1. The Board shall require that paid sick leave taken under Article XV of the Agreement shall be counted as FMLA leave if (1) the reasons for taking it qualify as FMLA reasons and (2) if the teacher had been notified by the Superintendent or his/her designee while on paid sick leave that this leave would be counted as FMLA leave.
2. Where a teacher has earned paid sick leave days, this paid leave shall be substituted to care for a family member or for the teacher's own serious health condition.
3. When a teacher has been on sick leave that qualifies as a serious health condition, the teacher will be notified by the Superintendent or his/her designee that the sick leave days qualify as FMLA leave. If the teacher does not believe he/she meets the FMLA criteria, the teacher must notify the Superintendent or designee within fifteen (15) days of receiving the notice and explain why her/his use of sick leave does not meet the FMLA criteria. If the Superintendent or designee does not respond, the personnel file of the teacher will be corrected to reflect that the sick leave use shall not be considered FMLA leave. Failure of the teacher to seek a correction from the Superintendent or designee within fifteen (15) days of the notice will result in a conclusion that the paid sick time shall be counted for purposes for FMLA leave.

E. Intermittent Leave and Reduced-Work Schedule

1. Intermittent leave means leave taken in separate periods of time due to a single illness or injury, rather than for one continuous period of time, and may include leave of periods from an hour or more to several weeks. Examples of intermittent leave would include leave taken on an occasional basis for medical appointments, or leave taken several days at a time spread over a period of six months, such as for chemotherapy.
2. When medically necessary, a teacher may take intermittent FMLA leave or a reduced-work schedule to care for a spouse, child, or parent who has a serious health condition, or if the teacher has a serious health condition. The teacher shall make reasonable efforts to schedule treatment so as not to unduly disrupt the regular operations of the Board.
3. Where FMLA leave is taken because of birth or placement for adoption or foster care, a teacher may take leave intermittently or on a reduced leave schedule only if the Board agrees.
4. Where a teacher who is principally employed in an instructional capacity requests intermittent FMLA leave or FMLA leave on a reduced work schedule, and where the teacher would be on FMLA leave for more than 20% of the total number of working days over the period during which the FMLA leave would extend, such teacher must elect either:
  - a. to take FMLA leave for a period or periods of a particular duration, not greater than the duration of the planned medical treatment; or
  - b. to transfer temporarily to an available alternative position (if any) offered by the Board for which the teacher is qualified, as long as the alternate position has equivalent pay and benefits and the Board has determined that this alternate position better accommodates recurring periods of leave than the regular employment position of the teacher.

F. Leave Near End of Semester

1. If a teacher begins any unpaid FMLA leave more than five (5) weeks prior to the end of a semester, the Board may require the teacher continue taking leave until the end of the semester, if:
  - a. the leave is of at least three (3) weeks duration, and
  - b. the return to employment would occur during the three (3) week period before the end of the semester.
2. If a teacher begins unpaid FMLA leave for purposes of the birth or placement of a child or in order to care for a spouse, child or parent during the period that commences five (5) weeks prior to the end of the semester, the Board may require the teacher to continue taking unpaid FMLA leave until the end of the semester, if:
  - a. the unpaid FMLA leave is of greater than two (2) weeks duration, and
  - b. the return to employment would occur during the two-week period before the end of the semester.
3. If a teacher begins unpaid FMLA leave because of the birth or placement of a child or in order to care for a spouse, child for a serious medical condition during the period that commences three (3) weeks prior to the end of the semester and the duration of the unpaid FMLA leave is greater than five (5) working days, the Board may require the teacher to continue to take leave until the end of the semester.

4. When a teacher is required to take leave until the end of a semester and the teacher's leave entitlement under unpaid FMLA ends before the involuntary leave period is completed, the Board is required to maintain health benefits and must restore the teacher and provide other FMLA entitlements when the period of leave ends.

G. Medical Opinion

For unpaid FMLA leave the Board retains the right, at its own expense, to require the teacher to obtain the opinion of a second health care provider designated by the Board. If the second opinion is in conflict with the first, the Board may request, at the Board's expense, the teacher to see a mutually agreed upon health care provider to give a final and binding opinion regarding eligibility for unpaid FMLA leave. The teacher and Board must each act in good faith to attempt to reach agreement on whom to select for the third opinion provider. If the Board does not attempt in good faith to reach agreement, the Board will be bound by the first certification. If the teacher does not attempt in good faith to reach agreement, the teacher will be bound by the second certification.

H. Benefits

The Board shall maintain coverage under the group health plan for the duration of the unpaid FMLA leave at the level and under the conditions that would have been provided if the teacher had continued to work and not taken leave. These group health plans include hospitalization, major medical, dental, prescription drug, and vision. The teacher may opt to continue the life insurance coverage, but payment of the life insurance premium will be at the teacher's own expense. Payment of the teacher's required contribution toward the premium (if any) is due the first day of each month. Failure to make payment within thirty (30) days will result in termination of coverage during the unpaid FMLA leave. The teacher shall not accrue seniority, sick leave or any other employment benefits during the unpaid FMLA leave.

I. Return to Work

1. When a teacher is medically able to return to work after a serious health condition for unpaid FMLA leave, she/he shall provide the Board with a statement from her/his health care provider (Appendix J) that the teacher is able to resume the job functions for her/his position.
2. At the end of unpaid FMLA leave, the Board shall restore the teacher to the same or to an equivalent position with equal benefits, pay and other terms and conditions of employment.
3. Should a teacher not return to work at the end of the unpaid FMLA leave or contractual leave that is adjacent to the FMLA leave for reasons other than the continuation, recurrence, or onset of the serious health condition that gave rise to the leave or for circumstances beyond the teacher's control, the teacher shall reimburse the Board for the health insurance premiums paid by the Board during the unpaid FMLA leave period. A teacher shall be required to support her/his claim of inability to return to work because of the continuation, recurrence, or onset of the serious health condition. Certification (Appendix G) from the teacher's health care provider shall be provided in a timely manner, and no later than thirty (30) days after the claimed inability to return. If this certification is not provided in a timely manner, the Board may recover the health benefit premiums it paid during the period of unpaid FMLA leave.

J. Inconsistencies Between the Agreement and FMLA

All terms which are not defined in Article XVIII of the Agreement shall have the same meaning as those terms defined in the Family and Medical Leave Act of 1993. If there are any inconsistencies between Article XVIII of the Agreement and the Family and Medical Leave Act of 1993, the Family and Medical Leave Act of 1993 shall prevail.

## ARTICLE XIX - PERSONNEL RECORDS

### Guidelines

- A. The Superintendent shall develop and implement a comprehensive and efficient system of personnel records, under the following guidelines:
1. A personnel folder for each teacher shall be accurately maintained in the District offices.
  2. In addition to the application for employment and references, such folders shall contain records and information relative to compensation, payroll deductions, evaluations, job-related material necessary for the proper function of the school District, and such other information as may be required by the Ohio Department of Education.
  3. The Superintendent and designees shall take the necessary steps to safeguard unauthorized use of all confidential material.
  4. Each teacher or the teacher's designee shall have the right, upon request, to review the contents of his/her own personnel file, with the exception of employment and promotional references and recommendations provided to the District on a confidential basis. Such request shall be made to the Superintendent or his/her designee and scheduled for a time convenient for the parties involved, but this must occur within two (2) working days of the request.
  5. The teacher shall be notified within fifteen (15) school days of any information being placed in his/her file other than those items that are considered routine in the operation of the District offices. Any material placed in the personnel file relating to a teacher's job performance shall be signed by the teacher and a copy provided to the teacher. The teacher's signature on this information is merely an acknowledgement that he/she has seen it, but does not indicate agreement. The aforementioned timeline in this specific paragraph may be extended five (5) days by mutual agreement between the Association President and the Superintendent.
  6. Upon request and proper identification, the teacher may copy any information placed in the file, except employment references.
  7. Personnel information, either collectively or individually shall not be furnished to anyone under applicable Ohio law, other than authorized school officials unless three (3) working days notice, prior to disclosure, has been given to the teacher.
  8. Except as herein provided, disclosure of information in a teacher's personnel file may be made upon written request from the teacher. Such written request shall be retained in the personnel folder and shall contain the date of request, the identity of information to be disclosed, and the identity of the recipient.
  9. No materials shall be placed in a teacher's file that come from an anonymous source.
  10. All materials placed in a teacher's personnel file shall be dated.
  11. Any reprimand or warning placed in a teacher's file, other than those related to charges of child abuse, shall be removed after seven (7) years at the teacher's request if the actions or behaviors noted have not recurred within the seven (7) year period.

## **ARTICLE XX - COMPLAINT PROCEDURE**

### **A. Parental Complaints**

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

### **B. All Complaints**

1. No complaint shall be recorded, restated, or used as the basis for any personnel decision without first identifying the source substantiating the complaint, and providing the teacher with the right to confront the accuser.
2. As a result of any complaint against a teacher, no teacher shall take any reprisal against a student or class that may have been directly or indirectly involved in the complaint against that teacher.
3. If such reprisal occurs, a letter of reprimand may be placed in the teacher's personnel file.

## **ARTICLE XXI - LEGAL PROCEEDINGS AND INCIDENT REPORTS**

- A. Should there be any claim of liability damages against any members of the bargaining unit, excluding a civil action or proceeding that is commenced by or on behalf of the Board, said teacher may employ his/her own co-counsel, at the teacher's cost, to defend his/her interests. Said teacher and his/her counsel shall cooperate with the Board and its counsel in any defense to all claims of liability.
- B. There will be no media release and/or other publicity by the Board regarding any liability suit involving a teacher unless the teacher is notified in advance and is provided opportunity for input, except in actions or proceedings initiated by or on behalf of the Board.
- C. In matters where an incident report is to be filed by a teacher, such oral and/or written report shall be completed and provided to the appropriate administrator before the close of the next work day of the incident giving rise to the report.
- D. The Board shall not enter into any consent judgment or settlement of claim unless the teacher has had input in this decision.
- E. Pleadings relating to any liability lawsuit will not be maintained in the teacher's personnel file.
- F. The Board will meet its statutory obligation to defend teachers in a fiscally responsible manner by whatever means it determines to be in the best interest of the school District, giving consideration how to best protect the general funds of the District at the lowest cost to the District. The Board intends to meet this obligation as dictated by Chapter 2744 of the Ohio Revised Code by purchasing liability insurance in the maximum amount of coverage available, until such point in time as other alternatives become feasible. This subsection (F) is not subject to the Grievance Procedure in Article VIII of this Agreement.

## ARTICLE XXII - RETIREMENT OF PROFESSIONAL STAFF MEMBERS

- A. Eligibility for severance pay shall be defined as qualifying for retirement benefits from the State Teachers Retirement System providing the teacher has had five (5) years of consecutive teaching experience in the Cuyahoga Heights Schools. Time on approved leave or recall from a reduction-in-force suspension does not interrupt consecutive service for severance pay.
- B. When eligibility for severance pay has been established, the teacher will be paid 30% of accumulated sick leave to his/her credit as of his/her last day of service, to a maximum severance pay of seventy-six (76) days. Payment will be computed on the teacher's daily rate of pay in the last year of service, exclusive of supplemental pay. Payment will be made within one hundred and twenty (120) days from their last month of service, within the calendar year of retirement.
- C. Payment of severance pay benefit will be paid to the Estate of the teacher in the event of his/her death, providing the teacher has five (5) or more consecutive years of service in the employment of the Board.
- D. Payment for sick leave on this basis shall eliminate all sick leave credit accrued to the teacher at that time. Such payment shall be made only once to any teacher.
- E. Retirement Incentive Plan
  - 1. The Retirement Incentive Plan shall be in effect from July 1, 2010 through August 24, 2012.
  - 2. Each teacher who participates in the Retirement Incentive Plan shall receive \$1000 for each year of teaching service credit with Cuyahoga Heights School District to a maximum of \$30,000. Any partial year shall be pro-rated.
  - 3. To be eligible for the Retirement Incentive Plan the teacher must:
    - a. Be eligible for STRS retirement with thirty (30) years of service credit, or age fifty-five (55) with at least twenty-five (25) years of service credit, or age sixty (60) with at least five (5) years of service credit.
    - b. Submit an irrevocable letter of resignation to the Superintendent's office by 4:00 p.m. on or before September 24, 2010. This letter must be submitted by 4:00 p.m. on or before September 24, 2010 for a teacher to receive the Retirement Incentive Plan regardless of when his/her resignation date is during the Retirement Incentive Plan window (July 1, 2010 until August 24, 2012). With this irrevocable letter the teacher must also submit STRS documentation of teaching service.
    - c. Retire when first eligible for STRS benefits during this agreement. If a teacher does not participate in this Retirement Incentive Plan when first eligible, he/she shall not be able to participate in the plan except as follows:
      - 1. If the time period until actual retirement does not exceed three (3) years beyond the point of "first eligibility", a teacher may postpone his/her retirement and still qualify for the Retirement Incentive Plan. Those circumstances which permit this exception to occur apply in the following situations:
        - a. When a teacher who is STRS eligible at the 55/25 STRS eligibility level wishes to retire with up to 30 years of STRS service credit,
        - or
        - b. When a teacher who is STRS eligible at the 30 years STRS eligibility level wishes to retire with up to 35 years of STRS service credit.

2. The Board shall accept without penalty the retirement of any employee who has determined to accelerate his/her retirement date to a date prior to the one submitted in his/her irrevocable letter of resignation. Such employee shall qualify for the full benefits provided under the Retirement Incentive Plan.

F. Severance Special Pay Deferral Plan:

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

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

- a. Participation in the 403 (b) Plan shall be mandatory for any bargaining unit member actively employed on or after December 15, 2004, who would be entitled to severance pay under Article XXII, Retirement of Professional Staff Members.
  - b. An employer contribution shall be made on the behalf of the retiring teacher under the 403(b) Special Pay Plan in the amount equal to the lesser of:
    - (i) The total amount of the Participant's severance pay in accordance with Article XXII.
    - (ii) The maximum contribution amount allowable under the terms of the 403(b) plan.
  - c. The required contribution to the 403(b) Special Pay Plan shall be made within the timeframe described in Article XXII regarding the payment of severance and or retirement pay.
  - d. To the extent that a bargaining unit member's severance pay exceeds the maximum amount allowable under the 403(b) Special Pay Plan, the excess amount shall be payable as an employer contribution to a 457 Plan if applicable. If there is a remaining excess, it shall be paid in cash to the retiring bargaining unit member.
  - e. A bargaining unit member who is a participant in the 403(b) Special Pay Plan shall complete a sponsor enrollment package; and unless and until a bargaining unit member does so, no contribution of severance pay shall be made to the Plan on behalf of the bargaining unit member.
  - f. If a bargaining unit member is entitled to have a contribution paid to the 403(B) Special Pay Plan and dies prior to such contribution being paid to the Plan, the contribution shall be paid to the Beneficiary of the bargaining unit member in accordance with the terms of the Plan.
  - g. The Plan year shall be July 2<sup>nd</sup> through July 1<sup>st</sup>. The first Plan year was July 2, 2004 through July 1, 2005.
  - h. After adoption of the Plan, any administrative fees shall be borne by the 403(b) Special Pay Plan participants.
2. All contributions to the Plan, all deferrals to a TSA, and all check payments to bargaining unit members, shall be subject to reduction for any tax withholding or other withholding that the Treasurer, in his/her sole discretion, determines is required by law. Neither the board nor the Association guarantee any tax results associated with the Plan, deferrals to a TSA or check payments made to a teacher.

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

a. For any teacher participating in this plan:

- 1) The Retirement Incentive Plan payment shall be made in accordance with the chart below, at the same time the second paycheck of the month/year identified is issued to current teachers.

<u>School Year of Retirement</u>	<u>Month/Year of Payment</u>
2010-2011	September 2011
2011-2012	December 2012
	<i>(Prorated earned to that point)</i>

- 2) The severance pay benefit shall be in accordance with A through D above except that the severance pay benefit shall be paid at the same time as the second paycheck is issued to current teachers in the month/year identified.

<u>School Year of Retirement</u>	<u>Month/Year of Payment</u>
2010-2011	February 2011
2011-2012	June 2012
	<i>(Including remaining incentive balance earned)</i>

- b. All payments are subject to appropriate federal, state, and local taxes and said taxes will be withheld as required by law. Payments may be made into tax sheltered vehicle(s) with the agreement of the Association.
- c. In case of the teacher's death, Retirement Incentive Plan payments shall be made to the teacher's spouse or estate in the manner provided by law using the above schedules.

Retirement Incentive Plan

Cuyahoga Heights Schools

To: Superintendent of Schools

Please accept this notification as a formal resignation from my position with the Cuyahoga Heights Schools effective on the date indicated below in order to retire under the terms of the Retirement Incentive Plan. I understand that to participate in the Retirement Incentive Plan, my resignation (due to retirement) must be effective on a date between school years during the time period of July 1, 2010 through August 24, 2012.

It is understood that this notice of resignation/retirement, once submitted to the Superintendent, is irrevocable. I also understand that I must attach STRS documentation that shows my years of teaching service.

Resignation Date: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

This letter must be submitted to the Superintendent's Office  
by 4:00 p.m. on or before September 24, 2010

**ARTICLE XXIII - WELLNESS PROGRAM**

- A. If available, staff may use the school's facilities (gymnasium, pool, stadium area) for physical conditioning activities before and after the regular work day at no cost to the Board.
- B. A Wellness Committee shall be established.
  - 1. This Committee shall consist of three (3) CHAT members, appointed by the CHAT President, and three (3) administrative members, appointed by the Superintendent.
  - 2. This Wellness Committee shall develop a District-wide wellness program that may include the concept of a wellness rewards system.
- C. The Board will not be responsible for any injuries sustained by a teacher or damage or loss of a teacher's property while using the school facilities. All participants must complete a waiver/release form prior to using an athletic facility.

**ARTICLE XXIV - CHRONIC COMMUNICABLE DISEASES  
INCLUDING HUMAN IMMUNODEFICIENCY VIRUS (HIV) INFECTION**

- A. The Board and CHAT place high priority on the health, safety, and welfare of school employees, students and visitors on school premises and recognize that chronic communicable diseases including human immunodeficiency virus infection presents a concern to employees, students, and parents. Therefore, the above-mentioned parties establish the following agreement with respect to protecting the health, safety, and welfare of students, school employees, and visitors from chronic communicable diseases including human immunodeficiency virus infection.
- B. These procedures do not prohibit the admission of a teacher with a chronic communicable disease including HIV infection to work. There will be no mandatory testing to determine if a teacher has a chronic communicable disease including HIV infection. However, school physicians (in accordance with Ohio Revised Code 3313.71) may make examinations of teachers and other school employees as in their opinion the protection of health of the pupils, teachers and other school employees require. Additionally, and in accordance with Ohio Revised Code 3313.71, the school physician may immediately (but temporarily) exclude the teacher from the work place pending the results of the medical examination. If the examination identifies that the teacher has a chronic communicable disease including HIV infection, the procedures outlined in Section C of this Article shall be followed. Any temporary exclusion shall (1) not exceed fourteen (14) calendar days, (2) be with salary and fringe benefits, and (3) not be charged against any form of leave.

C. Procedures for Medical Evaluation

1. When a teacher with a chronic communicable disease including HIV infection either voluntarily discloses his/her diagnosis, is identified via medical documentation from a physician, or is identified via the procedure outlined in Section B above, notification shall be made to the Superintendent who will notify the Cuyahoga Heights Schools' physician.
2. The school physician shall share the information with the medical review team consisting of the teacher's attending physician; a physician from the Cuyahoga County Board of Health; the Board's medical advisor (a physician); and a physician specializing in communicable disease.
3. The school physician shall convene the medical review team as soon as possible upon receipt of the identification/documentation in order to review the teacher's medical status which includes but is not limited to the physical condition of the infected teacher, the expected type of interaction with others in the school setting, the impact on both the infected teacher and others, and make appropriate recommendation(s) to the Superintendent.
4. The medical review team shall review the teacher's diagnosis, treatment, and prognosis which shall be provided (with appropriate releases) by the teacher's attending physician.
5. The medical review team shall submit a written report within twelve (12) calendar days of the teacher identification/documentation of its findings and determinations to the Superintendent and this report should represent all members of the medical review team.
6. The Superintendent or his/her designee will make a decision based on medical information concerning employment status/assignment within two (2) calendar days after receiving the written report of the medical review team. A teacher who is excluded from work/reassignment shall be:
  - (a) Entitled to normal paid sick leave benefits.
  - (b) Entitled to apply for disability retirement benefits, if eligible, at any time.
  - (c) Entitled to remain on unpaid sick leave status for up to two (2) years after paid sick leave has expired.
7. A teacher shall not be non-renewed, terminated, or otherwise separated from employment due to having been diagnosed as having a chronic communicable disease including a human immunodeficiency virus infection unless unable to perform his/her duties.
8. If the Superintendent's recommendation is that of the medical review team's, said recommendation may not be grieved.

D. Decisions based on the medical team's recommendations about each identified teacher will be made on a case-by-case basis.

E. Confidentiality

Information about the identity and condition of a teacher with a chronic communicable disease including an HIV infection shall not be disclosed by the medical review team or by the Superintendent to anyone other than the principal and school nurse at the teacher's school(s). Those notified will observe complete confidentiality as permitted by law.

F. Dissemination of Chronic Communicable Diseases Information Including Human Immunodeficiency Virus Infection

All new teachers will be in-serviced in their first year of employment and all teachers will be in-serviced as needed on information relating to the proper precautions to be exercised in the workplace to prevent possible transmission of the disease.

G. Follow Up

1. The medical review team shall maintain an active role in monitoring the teacher's medical condition.
2. The teacher's primary care physician shall work with the teacher regarding any change in health status and shall notify the school physician of any change.
3. If any new information is brought to the attention of the school physician or any member of the medical review team, the procedures outlined above shall be followed.

H. Procedures for the Handling of Blood and Body Fluids by School Employees

If blood and body fluids are handled and disposed of by teachers, it should be done following Board policy.

**ARTICLE XXV - USE OF TOBACCO PRODUCTS**

A. No teacher shall smoke or use tobacco products in any District building or in any District vehicle while under the scope of employment. While under the scope of employment, smoking and the use of tobacco products is permitted on school grounds but shall not be done in the view of the students or the public.

B. Any violation of this Article shall subject the offending teacher to the following disciplinary procedures:

1. First offense - verbal reprimand
2. Second offense - written reprimand
3. Third offense - suspension without pay for one (1) day
4. Fourth offense - suspension without pay for three (3) days
5. Fifth offense - suspension without pay for five (5) days
6. Sixth offense - termination in accordance with Ohio Revised Code 3319.16

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

**ARTICLE XXVI - OPERATION OF SALARY SCHEDULE AND PAYROLL PRACTICES**

A. Pay Schedule

1. Salaries earned under teaching contracts shall be "frozen" at the 2011-2012 rates without incremental vertical years of experience steps for the duration of this Contract. Horizontal (education) steps will remain available to bargaining unit members in accordance with the procedures set forth herein. Upon resumption of steps, if applicable, teachers will move only one step, i.e., there are no "make-up" steps. Teacher salaries will be paid bi-weekly, in twenty-six (26) equal installments beginning with the 2nd pay day in September except in those years when the calendar dictates the necessity to make an adjustment to accommodate the first pay of the contract. In such a contract year, teachers will be offered

the option of receiving their salary in twenty-seven (27) pays or skipping a pay and continuing with twenty-six (26) pays. With either option, payment of salaries will revert to the normal twenty-six (26) equal installments in the next contract year. During the summer, teachers may pick up their paychecks on the scheduled pay date; if the check is not picked up by the teacher, it will be mailed on the pay date. Checks and direct deposit notices will be available at 9:00 A.M. each payday.

Direct deposit is optional for each teacher, but is required of all teachers newly employed to begin school year 2005-06 and thereafter.

2. Payment of salary earned under coaching duties will be made in two (2) installments.
  - a. The first installment for all coaches in each sport will be made as follows: Fall Sports - first pay day in October; Winter Sports - second pay day in January; Spring Sports - second pay day in April. When the coach receives a bi-weekly paycheck, the coach's pay will be paid on the same check.
  - b. The second installment for all coaches will be made on an individual basis following the completion and submission of a uniform and equipment inventory to the Co-Curricular Activities Director. The Co-Curricular Activities Director shall send written authorization for payment to the Board Treasurer. When the coach receives a bi-weekly paycheck, the coach's pay will be paid on the same check.
3. In those instances of a supplemental contract for assignment throughout the school year, payment will be made in two (2) equal installments payable the second pay day in January and the second pay day in June with the regular bi-weekly paycheck.
4. In those instances of a supplemental contract for a limited period of time during the school year, payment will be made on the payroll following the advisor's completion of the Student Activity Supplemental Contract Completion Form (Appendix F).
5. Period Substitution
  - a. A teacher must follow the established guidelines/process when a period substitute is needed.
  - b. Each teacher will be in an "on-call" period substitution rotation schedule for only one (1) period of the day for one day at a time unless the teacher opts to be "on call" for more than one (1) period per day. Any part-time teacher who is employed less than one full school year will not be placed in the "on-call" period substitution rotation.
  - c. There will be two "on-call" rotation schedules - a pre-kindergarten through fifth grade "on-call" rotation schedule and a sixth grade through twelfth grade "on-call" rotation schedule. The principals shall determine on which rotation schedule a traveling teacher shall be placed, and this determination shall be made on a semester basis.
  - d. Each teacher shall be asked his/her preference regarding which period he/she would be "on call". However, the principal shall ultimately determine which specific period each teacher shall be "on call", and said determinations shall be made in an attempt to have the same number of teachers available for period substitution each period. If two or more teachers have indicated they would like to be "on call" during the same period, and the request of each teacher cannot be honored due to the teacher availability per period issue, the teacher(s) with the least seniority shall be moved to "on call" status during his/her or their other preparation period. Although the principal shall determine which specific period "on-call" rotation schedule each teacher shall be placed, the teachers who are in the "on-call" rotation for a specific

period shall submit a schedule to the building principal that lists which days of the school year each teacher is "on call."

- e. When a teacher is "on-call", it is expected that the teacher will assume the period substitution responsibilities for that period for that day.
  - 1) However, each "on-call" teacher has the right to recruit other teachers who have a preparation period during that same period to assume the "on-call" teacher's period substitution responsibilities and be paid the appropriate period substitution rate.
  - 2) In recruiting other teachers to take over his/her period substitution responsibilities, the "on-call" teacher must ask teachers in the following order: (1) CHAT bargaining unit members, (2) county employees, (3) day-to-day substitutes.
  - 3) An appeal may be made by the teacher to the principal about being "on call" during a certain period/day. If the principal determines that the teacher's reason not to be "on call" for that period/day is legitimate, the principal may mandate the second person on the "on call" list for that period/day to be the substitute during that period/day. The newly-mandated "on call" teacher has the right to recruit as found in 2) immediately above.
- f. If the "on-call" teacher is absent, and/or more than one period substitute is needed during the "on-call" teacher's assigned period, the next teacher scheduled to be "on-call" for that period will have to assume the period substitution.
- g. If a period substitute is needed and the "on-call" rotation for that period has been exhausted, the period substitution shall first be offered to CHAT bargaining unit members who have a preparation period at that time but are not in the "on call" rotation. These CHAT bargaining unit members may refuse the period substitution. If the period substitution is refused by all CHAT bargaining unit members who have a preparation period during that time, the period substitution may be offered to county employees and/or day-to-day substitutes. At the elementary level only (pre-kindergarten through fifth grade), if a substitute teacher is not available, the grade level teachers may choose to divide the absent teacher's students among themselves and this process is not considered to be the resort spoken to in paragraph (i) below. If a period substitute still cannot be found, the period substitution can then be assigned to a CHAT bargaining unit member.
- h. The teacher who is doing the period substitution may modify the provided lesson plan if he/she has either safety or liability concerns.
- i. Each teacher is required to have on file with his/her building principal one (1) emergency "stand alone" lesson plan.
- j. If, and only as a last resort because of substitute unavailability, (including substitute unavailability for county employees who issue student grades) three (3) or more students are placed into another class or six (6) or more students are placed into a teacher's study hall, the teacher of that class or study hall shall be compensated at the period substitution rate. If, and only as a last resort due to substitute unavailability, a class is split and put into several classes and/or a teacher's study hall, the receiving teachers shall equally split the period substitution amount.
- k. The period substitution rate shall be .00052 of the BA base salary per class period covered. A class period is defined as a period of time between forty (40) and fifty (50) minutes. If a period substitution at the elementary level exceeds fifty (50)

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

- i. Homeroom coverage does not qualify for period substitution compensation.
- m. A bonus of twenty-five dollars (\$25.00) will be paid each time a teacher has completed an increment of six (6) period substitutions per school year. Payment will be made in a lump sum in the regular bi-weekly paycheck. Period substitutions remaining at the end of the school year (not used toward a bonus) cannot be carried over to the next school year.

B. Advancement on Salary Schedule

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

C. Career Increment

For the duration of this Contract, teacher salaries will be "frozen" at the 2011-2012 rates without incremental vertical years of experience steps for the duration of this Contract. However, thereafter, unless otherwise agreed to as part of the District's salary schedule based upon performance as required by House Bill 153, a career increment of \$500 will be added to the teacher's salary and paid each year starting at the 16th year at Cuyahoga Heights Schools. An additional \$600 will be added to the teacher's salary starting at the 21st year at Cuyahoga Heights Schools, with an additional \$650 added to the teacher's salary at the 26th year and an additional \$900 added to the teacher's salary starting at the 30th year.

D. Prorated Schedule

Salaries are to be prorated according to hours worked.

E. Extended Time

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

F. Merit Incentive for Attendance (Suspended for duration of this Contract)

1. Each full-time teacher who has used no sick leave during the school year shall receive a merit incentive for attendance payment of \$75 per grading period or \$300 for the entire school year. The first grading period amount shall be paid the second pay date in November, the second grading period amount shall be paid the second pay date in February, the third grading period amount shall be paid the second pay date in April, and the fourth grading period amount shall be paid the second pay date in July.
2. Additionally, if the attendance rate (using only sick leave data) of the entire CHAT bargaining unit is at least ninety-seven percent (97%) for the entire school year, each full-time teacher

who used no sick leave the entire school year shall receive one hundred dollars (\$100) to be paid the second pay date in July.

3. If a teacher uses sick leave on the day of an injury/accident that occurred at work, it shall not count as sick leave for purposes of this Article.
4. If a teacher has had sick leave deducted from his/her accumulated sick leave because he/she was granted personal leave days in excess of three (3) days, the deduction of said sick leave shall not be considered using sick leave for the purposes of Merit Incentive for Attendance for the life of the Agreement.
5. The incentive provided herein will not be in effect (i.e., is suspended) for the duration of this Contract, which suspension will "sunset" upon expiration of this Contract unless otherwise agreed to through bargaining.

G. Base Salary Amounts

1. The base salary amount for the duration of this Contract shall be \$35,435.

**ARTICLE XXVII - PROFESSIONAL IMPROVEMENT**

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

B. Tuition Program

1. The Board will reimburse teachers at the rate of \$200 per semester credit hour up to a maximum of 36 hours. These hours must be taken from an accredited college of education and shall be courses in the teacher's subject area, courses that relate to the teacher's assignment, technology courses or a specific graduate education degree program in which the teacher is enrolled. The teacher shall submit the application (Tuition Program, Appendix D) to the Superintendent for his/her signature, and this application should be submitted before the course is taken.
2. Tuition and laboratory fees will be reimbursed to teachers upon satisfactory completion of any course work that has been required by the Superintendent and approved by the Board. Qualification under this provision excludes payment under paragraph "1" above.
3. Teachers of skill subjects (Business Education, Health, Physical Education, Family Living and Consumer Science, Industrial Technology, Music, Art, etc.) shall be given credit on the salary schedule for specific skill training. Thirty (30) clock hours shall equal three (3) semester hours of such credit. This type of credit shall not exceed eighteen (18) semester hours for salary credit. Such credit shall make the teacher eligible for advancement on the salary schedule, only after the Master's Degree has been earned. These skill training courses are subject to the Superintendent's approval.
4. Reimbursement will be made within thirty (30) days of presentation to the Board Treasurer of the official transcript, original grade card, or an Internet printout of grade(s) and proof of payment.

C. Professional Leave Reimbursement

1. In the case of each Board-approved professional leave, the teacher will be reimbursed for those Board-approved actual expenses for registration fees, lodging, meals, transportation, conference materials (upon presentation of receipts), up to a maximum of \$900 per teacher,

plus any additional amounts available for that teacher's professional improvement earned pursuant to Article XVI. Car mileage will be compensated at the IRS rate.

2. The amount available for each new teacher in C 1. above shall be \$300.00 per contract year. This amount may not be rolled over from negotiated agreement to the next negotiated agreement but the teacher may combine multiple stipends during the term of the negotiated agreement. However, any combinations of academic and/or supplemental stipends must be related to the SUBJECT of the professional leave. Professional Leave Reimbursement funds may not be transferred from one teacher to another.
3. Upon written request, the Superintendent may approve prepayment of registration fees (over \$100) and airfare when the following documents are attached to the "Application for Professional Conference": a) a completed registration form; b) verification of cost for airfare; and c) a completed/signed requisition for each prepayment (a teacher can be reimbursed with documentation of payment), provided the teacher assumes the responsibility and liability of reimbursing the Board in the event the teacher does not attend the conference, and the conference was not cancelled.
4. Professional improvement conferences will be restricted to the continental United States and its contiguous countries, unless otherwise approved by the Superintendent.
5. In the case of each Board-approved professional leave, the teacher will be reimbursed for those Board-approved actual expenses for registration fees, lodging, meals, transportation, conference materials (upon proof of receipts), up to a maximum of \$250 per year per each supplemental contract. Car mileage will be compensated at the IRS rate.

D. Teacher Excellence Program

1. Purpose:

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

2. Definition:

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

3. Reimbursement:

- a. The Board shall reimburse an employee for each successfully completed module (two semester or three quarter hours, beyond the Master's degree earned). The reimbursement will be calculated by multiplying one hundredth (.01) times BA step 1 in effect at the beginning of the school year in which the module is successfully completed by the employee. The module reimbursement is not accumulative.
- b. Thirty (30) clock hours of in-service in a Board-sponsored staff development program (outside school hours) is a module equivalent.
- c. Reimbursement payment will be made within thirty (30) days of presentation to the Board Treasurer of the official transcript or original grade card or an Internet printout of grade(s) and proof of payment.

## ARTICLE XXVIII - PAYROLL DEDUCTIONS

### A. Professional Dues Deductions

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

1. Completed and signed enrollment forms must be presented to the Board Treasurer by the CHAT Treasurer within three (3) days after the enrollment period ends. The enrollment period for the United Education Profession membership will be September 1-30. Except for new regular employees, no others will be eligible for dues deduction after that date. Teachers employed after September 30th of any school year who elect for payroll deduction, shall have their dues deducted in even installments from the remaining paychecks that will coincide with the dues deducted for other teachers. The CHAT Treasurer shall inform the Board Treasurer of the total amount to be deducted for teachers who are employed after September 30th.
  2. Dues deduction shall begin with the first pay in November and continue in equal installments on the first and second pay of each month through August (20 pays). The Board shall withhold the balance of any dues from the final paycheck of anyone who resigns, retires, takes leave or is terminated.
  3. The Board Treasurer shall submit a monthly check in the total amount of monthly teacher deductions to the CHAT Treasurer not later than fifteen (15) days following the end of each month. Such check will be made payable to the Cuyahoga Heights Association of Teachers.
  4. The Board Treasurer shall also submit a monthly listing of names and the amount deducted for each person to the CHAT Treasurer.
  5. CHAT and its members shall indemnify and hold the Board harmless from any and all claims, demands, suits, or any other such actions arising from this United Education Profession deduction provision.
- B. Contributions to the Emerald Group Credit Union Inc. and to the Ohio Tuition Trust Authority (529 Savings Plan) shall be authorized payroll deductions and the Board Treasurer shall remit said deduction within five (5) workdays of the deduction.
- C. Contributions to a tax-sheltered annuity plan or account (403b plan and/or 457 account) shall be an authorized payroll deduction and the Board Treasurer shall remit said deduction within five (5) workdays of the deduction. A teacher may participate in no more than two (2) tax-sheltered annuity plans and/or 457 accounts. Enrollment in a tax-sheltered annuity 403 (b) or 457 account can occur only at October 1<sup>st</sup> unless the participant has a qualifying event defined by the IRS such as a new employee or change of marital status. The participant can direct the Treasurer's Office to make edits (changes in the withholding amount) to existing accounts which will be applied to the employee's account in the most feasible payroll process cycle. A total exit of the plan will require re-entry at October 1<sup>st</sup> unless there is a qualifying event. The Board Treasurer shall be notified of such enrollment or revisions by receipt of properly signed forms prior to the 20th day of the preceding month. Annuities (403b plans and 457 accounts) may be cancelled at any time with written notification to the Board Treasurer.
- D. Fund for Children and Public Education (FCPE) - Teachers may elect to contribute through payroll deductions to political organizations and parties and nonpartisan issues in accordance with Ohio Revised Code 3313.262. The enrollment period for FCPE contributions shall be September 1st through September 30th. Deductions shall begin with the first pay in November and continue in equal installments on the first and second pay of each month through August (20 pays).

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

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

- A. The Board will implement the "pick-up" of the teacher required contributions of the State Teachers Retirement System (STRS) and the Treasurer is hereby authorized to contribute to STRS, in addition to the Board's required employer contribution, an amount equal to each teacher's contribution to STRS in lieu of payment to such teacher, and that such amount contributed by the Board on behalf of the teacher shall be treated as deferred salary from the contract salary otherwise payable to such teacher in cash.
- B. The Treasurer is also directed to prepare and distribute an addendum to each teacher's contract which states (1) that the teacher's contract salary is being restated as consisting of (a) a cash salary component, and (b) a "pick-up" component, which is equal to the amount of the teacher contribution being "picked-up" by the Board on behalf of the teacher; (2) that the Board will contribute to STRS an amount equal to the teachers required contribution to STRS for the account of each teacher; and (3) that sick leave, severance, appropriate supplemental, and extended service pay shall be calculated upon both the cash salary component and "pick-up" component of the teacher's restated salary.
- C. The Board's total combined expenditures for teachers' total contract salaries payable pursuant hereto (including pick-up amounts), and its employer contribution to STRS shall not be greater than the amounts it would have paid for those items had this resolution not been in effect. The STRS employee contribution as of current law is 10% of the gross wage.
- D. The Board shall compute and remit its employer contributions to STRS based upon total contract salary, including the "pick-up". The Board shall report for federal and Ohio income tax purposes as a teacher's gross income, said teacher's total contract salary less the amount of "pick-up." The Board shall report for municipal income tax purposes as a teacher's gross income, said teacher's total contract salary, including the amount of the "pick-up." The Board shall compute income tax withholding based upon gross income as reported to the respective taxing authorities.
- E. This procedure is a salary reduction/salary restatement procedure and is not a purchase of the employee retirement contribution by the Board.

#### **ARTICLE XXX - FRINGE BENEFITS**

- A. Premiums
1. Bargaining unit members, through payroll deduction, will pay twelve percent (12%) of the cost of monthly premiums beginning September 1, 2012 and fifteen percent (15%) beginning September 1, 2013 of the "Alternative Ideal Plan" provided through the Suburban Health Consortium. All employee contributions are pretax via the Section 125 plan.
  2. Premiums for benefits provided to part-time teachers will be paid on a prorated basis in accordance with the hours worked, except that any teacher who enjoyed greater fringe benefits as a result of current employment as of September 1, 1980 shall continue to enjoy those greater fringe benefits. That portion of premiums for such benefits that becomes the obligation of the part-time teacher, including amounts identified in paragraph A (1) of this section, shall be deducted from the salary of such teacher on a monthly basis. The part-time teacher shall be required to submit all necessary forms to the Board Treasurer indicating coverage desired and acknowledgment of payroll deductions for that portion of premiums not paid by the Board.

B. Duplicate Benefit Coverage

1. The Board will provide as a fringe benefit coverage as described herein.
2. In the event that the teacher and the teacher's dependents are covered by a policy from another source and that coverage is equal to or superior to the coverage provided by the Board purchased plan, the teacher will not be eligible for dependent coverage at Cuyahoga Heights Schools. The benefit provided in this case will be limited to single coverage and no coverage of dependents will be provided.
3. If at any time the teacher's second benefit coverage for dependents is lost or reduced, the Board will again assume the responsibility for dependent coverage immediately.
4. If there is any question as to the equitability of coverage, then the teacher and the Superintendent will meet in order to arrive at a mutually acceptable solution.
5. A teacher who chooses not to receive the family insurance package will receive a maximum of \$1750 on the final pay period following the completion of that premium year and a teacher who chooses not to receive the single insurance package will receive a maximum of \$875 on the final pay period following the completion of that premium year. A teacher may also opt not to receive part of the family or single insurance package. If the teacher opts not to take part of the family insurance package, he/she shall receive the following compensation in the final pay period following the completion of the premium year: \$1350 for electing not to take hospitalization/major medical coverage; \$150 for electing not to take dental coverage; \$200 for electing not to take prescription drug coverage; and \$50 for electing not to take vision coverage. If the teacher opts not to take part of the single insurance package, he/she shall receive the following compensation in the final pay period following the completion of the premium year: \$675 for electing not to take hospitalization/major medical coverage; \$75 for electing not to take dental coverage; \$100 for electing not to take prescription drug coverage; and \$25 for electing not to take vision coverage. The teacher may rejoin the group effective the first day of the next month without a waiting period and there shall not be any pre-existing condition exclusion.

C. Coverages

1. The Board will provide health care fringe benefits, in addition to life insurance, as fully described in Appendix "L".
2. Coverage shall be on the terms specified by the carriers selected by the Board, providing that benefits are not diminished.

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

E. Premium Increases

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

F. Working Spouse Exclusion

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

This requirement does not apply to any spouse who works less than 30 hours per week AND is required to pay more than 50% of the single premium to participate in his/her employer's group health insurance coverage and/or prescription drug insurance coverage. This requirement also does not apply to any spouse who is a retiree under a public retirement plan and enrolled in Medicare coverage.

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

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

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

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

**ARTICLE XXXI – SUPPLEMENTAL PAY SCHEDULE**

PERCENT OF BASE SALARY at  
BA-1 (\$35,435) TO BE PAID

ATHLETICS

<u>Experience*</u>	<u>1-3 years</u>	<u>4-7 years</u>	<u>8-10 years</u>	<u>11+ years</u>
1. <u>Faculty Manager</u>				
Boys/Girls Fall Sports	.100	.115	.130	.145
Boys/Girls Winter Sports	.100	.115	.130	.145
Boys/Girls Spring Sports	.100	.115	.130	.145
2. Football – Head	.150	.160	.170	.180
Football – Assistant	.090	.105	.120	.135
3. Boys Basketball – Head	.150	.160	.170	.180
Boys Basketball – Assistant	.090	.105	.120	.135
4. Girls Basketball – Head	.150	.160	.170	.180
Girls Basketball – Assistant	.090	.105	.120	.135
5. Baseball – Head	.150	.160	.170	.180
Baseball – Assistant	.090	.105	.120	.135
6. Wrestling – Head	.150	.160	.170	.180
Wrestling – Assistant	.090	.105	.120	.135
Wrestling – Statistician/Scorer/Assistant	.090	.105	.120	.135
7. Volleyball – Head	.150	.160	.170	.180
Volleyball – Assistant	.090	.105	.120	.135
Volleyball Line Judge	\$25 per evening per varsity match to be paid to teachers who have received training			
8. Softball – Head	.150	.160	.170	.180
Softball – Assistant	.090	.105	.120	.135
9. Gymnastics – Head	.150	.160	.170	.180
Gymnastics – Assistant	.090	.105	.120	.135
10. Track – Head (Boys and Girls)	.170	.180	.190	.200
Track – Assistant	.090	.105	.120	.135
11. Cross Country – Head	.150	.160	.170	.180
12. Girls Golf – Head	.150	.160	.170	.180
Boys Golf – Head	.150	.160	.170	.180
Boys Golf – Assistant	.090	.105	.120	.135
13. Girls Soccer – Head	.150	.160	.170	.180
Boys Soccer – Head	.150	.160	.170	.180
Boys Soccer – Assistant	.090	.105	.120	.135

**ATHLETICS, continued**

<u>Experience*</u>	<u>1-3 years</u>	<u>4-7 years</u>	<u>8-10 years</u>	<u>11+ years</u>
14. Swimming – Head	.150	.160	.170	.180
Swimming – Assistant	.090	.105	.120	.135
15. Indoor Track – Head	.075	.085	.095	.105
16. <u>Scorer</u>				
High School Boys Basketball (JV/Var)		.00194 per JV/Var combined contest		
High School Girls Basketball (JV/Var)		.00194 per JV/Var combined contest		
High School Track – home meets only (MS/HS)		.00264 per meet		
High School Wrestling (JV/Var)		.00194 per JV/Var combined contest		
High School Volleyball (JV/Var)		.00194 per JV/Var combined contest		
High School Girls Soccer		.00194 per contest		
High School Boys Soccer		.00194 per contest		
17. <u>Scoreboard Operator</u>				
High School Boys Basketball**		.00176 per JV/Var combined contest		
High School Girls Basketball**		.00176 per JV/Var combined contest		
High School Football**		.00176 per Var contest		
High School Volleyball		.00176 per JV/Var combined contest		
18. <u>Announcer</u>				
Varsity Football		.00176 per football game		
Major Track Meets (3)		.00176 per track meet		
High School Soccer Scoreboard/Announcer**		.00264 per contest		

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

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

**Clarifications**

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

Football - \$30 per day, 15 days maximum

Volleyball/Cross Country/Golf/Soccer - \$20 per day, 15 days maximum

Track/Baseball/Softball - \$20 per day, 5 days maximum

Basketball/Wrestling/Gymnastics/Swimming - \$20 per day, 10 days maximum

Cheerleader Advisor - \$20 per day, 10 days maximum

C. Post Season Pay for Scorers and Scoreboard Operators

Contests that extend beyond the OHSAA contest limitations are considered post-season. The compensation to scorers and scoreboard operators is:

<u>Scorer</u>	<u>Scoreboard Operator</u>
Contest - \$34.00	Contest - \$31.00
Tri - \$102.00	Tri - \$93.00
Quad - \$136.00	Quad - \$124.00

- D. Those who score or announce for tournaments will be compensated by the tournament. When there is a tournament in a particular sport, the person who normally scores or announces for that sport will be asked first to assume those responsibilities for the tournament; however, no one shall be required to be the Scorer or Announcer for a tournament.
- E. If a Scoreboard Operator is called upon by his/her immediate supervisor to operate the scoreboard for any event, whether or not it is a middle school or junior varsity event, the Board shall compensate that teacher as if said event were a varsity contest.
- F. "Per Contest" Definition for Scorers, Scoreboard Operators, and Announcers
- "Per contest" means the equivalent of three (3) hours. Should a teacher need to work a tournament and/or invitational which extends beyond the three (3) hour time commitment, he/she shall be paid proportionally for the time beyond the three (3) hours (e.g., a 12-hour event is paid at four (4) times the per contest amount, a ten (10) hour event shall be compensated at 3-1/3 times the per contest amount). Documentation needs to be in the form of signed time card(s) presented to the Office of the Treasurer. The Board will not be under any obligation to pay teachers for these duties if the responsibility to compensate rests directly with the tournament director for that activity.
- G. If the Varsity and Junior Varsity contests for High School Boys' Basketball, High School Girls' Basketball, High School Wrestling, and/or High School Volleyball are not on the same day, the Scorer and Scoreboard Operator will receive half of the combined contest amount for the Junior Varsity contest and half of the combined amount for the Varsity contest.
- H. The Head Coach in each sport has the sole authority to recommend to the Director of Co-Curricular Activities, the hiring of any volunteer coach. In any case, the hiring of any volunteer coach will not result in the reduction of bargaining unit members.
- I. The position Wrestling-Statistician/Scorer/Assistant will be reviewed annually and will be filled only at the discretion of the Superintendent or the Board of Education. When the supplemental position Wrestling-Statistician/Scorer/Assistant is in use, the position of Scorer #16 – High School Wrestling (JV/Var) will not be filled. If this position is not in use, then the position Scorer #16 – High School Wrestling (JV/Var) will be filled.

**ARTICLE XXXI – SUPPLEMENTAL PAY SCHEDULE**, continued  
 PERCENT OF BASE SALARY at BA-1 (\$35,435) TO BE PAID

CO-CURRICULAR

<u>Experience*</u>	<u>1-3 years</u>	<u>4-7 years</u>	<u>8-10 years</u>	<u>11+ years</u>
1. <u>Band Director</u>	.080	.090	.100	.110
2. <u>Majorette/Flag Corps Advisor</u>	.050	.060	.070	.080
3. <u>Cheerleading Advisor</u> <u>(including Clinics/Tryouts/Camps)</u>				
Varsity/JV Basketball	.050	.060	.070	.080
Varsity/JV Football (JV Home games only)	.050	.060	.070	.080
4. <u>Strength and Conditioning Coordinator</u> \$10.00 per hour				
5. <u>Yearbook Advisor</u> (High School)	.100	.105	.110	.115
<u>Memory Book Advisor</u> (Middle School)	.065	.070	.070	.080
6. <u>Newspaper Advisor</u>				
High School	.040	.045	.050	.055
Middle School	.020	.025	.030	.035
7. <u>Department Coordinators</u> (High School)***				
Science	.050	.055	.060	.065
Math	.050	.055	.060	.065
Social Studies	.050	.055	.060	.065
Business	.050	.055	.060	.065
Language Arts	.050	.055	.060	.065
Foreign Language	.050	.055	.060	.065
Art	.050	.055	.060	.065
Music	.050	.055	.060	.065
Family & Consumer Science	.050	.055	.060	.065
Physical Education	.050	.055	.060	.065
Industrial Technology	.050	.055	.060	.065
8. <u>Team Leaders</u> (Elementary School)***				
Pre-Kindergarten	.050	.055	.060	.065
Kindergarten	.050	.055	.060	.065
Grade 1	.050	.055	.060	.065
Grade 2	.050	.055	.060	.065
Grade 3	.050	.055	.060	.065
Grade 4	.050	.055	.060	.065
Grade 5	.050	.055	.060	.065
Science	.050	.055	.060	.065

CO-CURRICULAR, continued

<u>Experience*</u>	<u>1-3 years</u>	<u>4-7 years</u>	<u>8-10years</u>	<u>11+years</u>
<u>Team Leaders (Elementary School)***, continued</u>				
Art	.050	.055	.060	.065
Music	.050	.055	.060	.065
Physical Education	.050	.055	.060	.065
9. <u>Team Leaders (Middle School)***</u>				
Grade 6	.050	.055	.060	.065
Grade 7	.050	.055	.060	.065
Grade 8	.050	.055	.060	.065
10. <u>Play Director</u>				
High School	.050	.060	.070	.080
Community/Holiday	.050	.060	.070	.080
Middle School	.030	.040	.050	.060
11. <u>Musical Play Director</u>				
	.050	.060	.070	.080
12. <u>Play Set Construction Advisor</u>				
High School	.040	.050	.060	.070
Community/Holiday	.040	.050	.060	.070
Middle School	.040	.050	.060	.070
13. <u>Class Advisor</u>				
Freshman Class	.020	.030	.040	.050
Sophomore Class	.020	.030	.040	.050
Junior (Co-Advisor – per advisor)	.030	.035	.040	.045
Senior (Co-Advisor – per advisor)	.045	.050	.055	.060
14. <u>Student Council</u>				
High School Advisor	.050	.060	.070	.080
Middle School Advisor	.030	.040	.050	.060
Elementary Advisor	.030	.040	.050	.060
15. <u>Science Fair Coordinator</u>				
High School	.025	.030	.035	.040
Elementary	.025	.030	.035	.040

CO-CURRICULAR, continued

<u>Experience*</u>	<u>1-3 years</u>	<u>4-7 years</u>	<u>8-10 years</u>	<u>11+ years</u>
16. <u>Club Sponsor</u>				
Elementary Art	.010	.015	.020	.025
Elementary Science	.010	.015	.020	.025
Middle School Science	.010	.015	.020	.025
High School Science	.010	.015	.020	.025
French	.010	.015	.020	.025
Spanish	.010	.015	.020	.025
Ski	.010	.015	.020	.025
Creative Writing/Literary Magazine Sponsor	.020	.025	.030	.035
High School Art Club Advisor	.025	.030	.035	.040
High School Art Fest Advisor	.015	.020	.025	.030
17. <u>National Honor Society Advisor</u>	.010	.015	.020	.025
18. <u>National Junior Honor Society Advisor</u>	.010	.015	.020	.025
19. <u>Magazine Drive Coordinator</u>	.010	.015	.020	.025
20. <u>Jazz Band Director</u>	.020	.025	.030	.035
21. <u>Show Choir Director</u>	.025	.030	.035	.040
22. <u>Chamber Strings Director</u>	.030	.035	.040	.045
23. <u>Elementary Orchestra Director</u>	.015	.020	.025	.030
24. <u>Elementary Choir Director</u>	.015	.020	.025	.030
25. <u>Enrichment Activities Advisor</u>				
Elementary	.030	.035	.040	.045
High School/Middle School	.030	.035	.040	.045
26. <u>Open Gym Supervisor</u> - .00067 of BA base salary per hour including preparation time				
27. <u>Active Parenting Program Facilitator</u> - .00075 of BA base salary per hour including preparation time				
28. <u>Saturday Academic Intervention Teacher</u> - .00075 of the BA base per hour				
29. <u>Intervention Assistant Team Member</u> - .00075 of BA base salary per hour including preparation time				
30. <u>Course of Study Writing</u> – If a teacher agrees to write a full-year, new course of study, that teacher may opt for either \$750 compensation or 30 hours of release time. If a teacher agrees to revise a full-year course of study where there are major revisions (e.g., new standards), that teacher may opt for either \$500 compensation or 20 hours of release time. If a teacher agrees to revise a course of study where only minor revisions need to be made, that teacher may opt for either \$250 or 10 hours of release time. Semester courses will be compensated/released at 50% of the above amounts/time.				
31. <u>Summer School</u>		.00075 of BA Base salary per hour		
32. <u>Home Instruction</u>		.00075 of BA Base salary per hour		
33. <u>Homework Lab Instructor (AP and Science)</u> (Up to a maximum of 16 hours per class)		.00075 of BA Base salary per hour		
34. <u>Middle School/High School Study Table Supervisor/</u> <u>Detention/Adult Computer Class</u>		.00075 of BA Base salary per hour		

**CO-CURRICULAR, continued**

<u>Experience*</u>	<u>1-3 years</u>	<u>4-7 years</u>	<u>8-10 years</u>	<u>11+years</u>
35. <u>Academic Team Advisor</u>	.025	.030	.035	.040
36. <u>Chess Team Advisor</u>	.025	.030	.035	.040
37. <u>OH Model United Nations Advisor</u>	.020	.025	.030	.035
38. <u>Science Olympiad Advisor (K-5)</u>	.020	.025	.030	.035
39. <u>Science Olympiad Advisor (6-9)</u> (co-advisor – per advisor)	.020	.025	.030	.035
40. <u>Educationally-Related Trip Supervision (overnight) - \$50 per night</u>				
41. <u>Computer Hardware/ Maintenance Coordinator</u>	.080	.095	.110	.125
42. <u>Guidance Coordinator</u> Elementary	.050	.055	.060	.065
Secondary	.050	.055	.060	.065
43. <u>District Lead Mentor</u>	.050	.055	.060	.065
44. <u>Coordinator for 8<sup>th</sup> Grade Class Trip</u>	\$100.00			

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

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

Clarifications

- A. No teacher shall be compensated less than his/her 1997-98 supplemental amount in a specific position as a result of implementing this index.
- B. Experience credit for being the advisor to the National Honor Society and for being Advisor to the National Junior Honor Society shall be interchangeable.
- C. Experience credit for being a Department Coordinator or Team Leader counts as experience credit regardless of the department or team (e.g., if the English Department Coordinator becomes the Foreign Language Department Coordinator, that teacher counts the experience credit as the English Department Coordinator toward the experience credit in calculating the supplemental amount for the Foreign language Department Coordinator position). Additionally, experience credit for being a Team Leader is interchangeable with experience credit for being a Department Coordinator and vice versa (e.g., a teacher who is a Team Leader who then becomes a Department Coordinator receives experience credit as Team Leader when calculating the Department Coordinator supplemental amount).
- D. A supplemental contract must be completely fulfilled in order to receive payment in full. If in the event that the person who holds a supplemental contract resigns due to a situation beyond their control, the superintendent/designee may determine that a partial or pro-rated payment may be made.

ARTICLE XXXII - CUYAHOGA HEIGHTS SCHOOLS

TEACHER INDEX AND SALARY SCHEDULE 2012-2013 2013-2014

RATE OF INCREASE		0%				
YEAR	BA	BA+18	MA	MA18	EDS	EDD/PHD
	1.000	1.050	1.100	1.150	1.200	1.250
1	\$35,435	\$37,208	\$38,978	\$40,750	\$42,522	\$44,295
	1.065	1.115	1.165	1.215	1.265	1.315
2	\$41,692	\$43,638	\$45,586	\$47,533	\$49,479	\$51,426
	1.130	1.180	1.230	1.280	1.330	1.380
3	\$47,948	\$50,070	\$52,191	\$54,313	\$56,435	\$58,556
	1.195	1.245	1.295	1.345	1.395	1.445
4	\$50,706	\$52,828	\$54,949	\$57,071	\$59,193	\$61,314
	1.261	1.311	1.361	1.411	1.470	1.511
5	\$53,507	\$55,628	\$57,750	\$59,872	\$62,375	\$64,115
	1.327	1.377	1.427	1.477	1.526	1.576
6	\$56,307	\$58,429	\$60,550	\$62,672	\$64,751	\$66,873
	1.393	1.443	1.493	1.543	1.592	1.642
7	\$59,108	\$61,229	\$63,351	\$65,473	\$67,552	\$69,673
	1.459	1.509	1.559	1.609	1.658	1.708
8	\$61,908	\$64,030	\$66,151	\$68,273	\$70,352	\$72,474
	1.526	1.576	1.626	1.676	1.725	1.775
9	\$64,751	\$66,873	\$68,994	\$71,116	\$73,195	\$75,317
	1.593	1.642	1.693	1.743	1.792	1.842
10	\$67,594	\$69,673	\$71,837	\$73,959	\$76,038	\$78,160
	1.660	1.710	1.760	1.810	1.859	1.909
11	\$70,437	\$72,559	\$74,680	\$76,802	\$78,881	\$81,003
	1.727	1.777	1.827	1.877	1.926	1.976
12	\$73,280	\$75,402	\$77,523	\$79,645	\$81,724	\$83,846
	1.795	1.845	1.895	1.945	1.994	2.044
13	\$76,165	\$78,287	\$80,409	\$82,530	\$84,609	\$86,731
	1.863	1.913	1.963	2.013	2.062	2.111
14	\$79,051	\$81,172	\$83,294	\$85,416	\$87,495	\$89,574
	1.931	1.981	2.031	2.081	2.130	2.179
15	\$81,936	\$84,058	\$86,179	\$88,301	\$90,380	\$92,459
	1.991	2.041	2.091	2.141	2.190	2.239
16	\$84,482	\$86,604	\$88,725	\$90,847	\$92,926	\$95,005

### **ARTICLE XXXIII - LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE**

- A. One District-wide Local Professional Development Committee (LPDC) shall be established.
- B. Adequate release time shall be granted to study requests, to research programs/in-service activities, and to obtain/develop programs. If it is necessary for members of the LPDC to conduct some of their meetings/activities outside the school day and/or school year, each member shall be compensated at the hourly rate of \$18.00 with a cap of \$750.00 per school year. A stipend of \$750.00 will be paid to the chairperson of the committee and this payment to the chairperson will be split between CHAT and the Board with CHAT paying one-third (1/3) and the district paying two-thirds (2/3).
- C. This District-wide LPDC shall be comprised of five (5) persons. Three LPDC members shall be teachers who are selected by CHAT, one each from the elementary, middle school, and high school. Appointments will be made on a volunteer basis. Two LPDC members shall be administrators. The administrative members shall be one principal and one other person selected by the Superintendent. The length of term shall be three (3) years for one administrative representative and one teacher. The length of term shall be two (2) years for one administrative representative and two (2) teachers.
- D. If, in the licensure process or renewal of a license, members of the bargaining unit exceed the maximum reimbursable thirty-six (36) graduate semester credit hours, said members will continue to be reimbursed at the agreed upon tuition reimbursement rate.
- E. When an administrator's Professional Development Plan is being considered, the current administrators serving on the LPDC will appoint an additional administrator to the LPDC and one teacher member of the LPDC will not participate in the process.
- F. No decision of the LPDC or the LPDC appeals process (any and all steps) is grievable.

### **ARTICLE XXXIV - INTERACTIVE DISTANCE LEARNING**

- A. An Interactive Distance Learning (IDL) teacher is one presenting an entire course for student credit, through IDL technology, involving remote sites. Only teachers of the District can teach student-credit IDL courses originating in this District.
- B. No teacher shall lose his/her job or have his/her hours reduced as a result of the implementation of IDL.
- C. Assignments to IDL courses shall be made on a semester/yearly basis and must be mutually agreed to by the teacher and the originating site district.
- D. The originating district shall determine the course of study for each IDL course offered. Each IDL teacher shall be solely responsible for the content, material selection, instruction, testing, and evaluation of students at the originating site and at all remote sites.
- E. Behavior, discipline, and supervision of students at IDL remote sites shall be the responsibility of the remote site district.
- F. IDL teachers shall be responsible for setting up and using the equipment according to training guidelines. Installation and major maintenance of IDL equipment shall be the responsibility of the originating district and shall be done in a timely manner.
- G. Videotapes of an IDL course may be used for make-up work for all students enrolled in that IDL course. Remote sites are responsible for their students' make-up work.

- H. Videotapes of IDL courses are the property of the originating site district. If the originating site teacher requests it within five (5) days of the presentation, he/she shall receive a copy of his/her presentation at no cost.
- I. The evaluation of a teacher who teaches an IDL course(s) shall be in accordance with the evaluation process contained in the Agreement. All observations/evaluations shall require the physical presence of the evaluator. No observations or evaluations for the purpose of professional improvement or renewal or non-renewal of the teacher's contract shall be done or conducted by electronic means.
- J. The class size of an IDL course shall be based upon the appropriate number of students for the specific learning activity and shall be small enough to allow for full two-way interactive participation. Because of the technology involved and because not all students are on site, total class size, including students at the originating site and those at the remote sites, shall not exceed twenty-five (25) students per teacher in no more than one (1) originating and three (3) remote locations unless there is agreement of the originating site teacher. Students at the remote sites shall not exceed the number of stations.
- K. Each IDL teacher shall prepare and videotape, in advance, a minimum of two (2) lecture-type, "stand-alone" class presentations to be used in the event of the absence of the IDL teacher.
- L. Course offerings with the Cuyahoga Heights Schools as the IDL originating site shall be limited to: (1) courses that are not in the existing curriculum or, (2) classes in the existing curriculum that are not being offered due to insufficient student enrollment or, (3) classes in the existing curriculum that are being offered but have very low student enrollment. If a course has not been in the existing curriculum and is offered through IDL from a remote site, students may enroll in that course. However, in subsequent years, the course can only be offered through the IDL if a teacher(s) on staff who is certificated/licensed to teach it does not want to teach it and/or there is insufficient or low student enrollment.
- M. Compensation/Preparation Time
  - 1. If the Cuyahoga Heights Schools is the originating site district, each teacher who is teaching a full-year IDL course for the first time shall have either: (1) an additional preparation period daily or its time equivalent or, (2) compensation of .100 of the BA base salary. The additional preparation time or compensation shall be pro-rated for IDL courses that are not a full year in length. Whether the teacher is given additional preparation time or compensation is determined by the administration.
  - 2. If the Cuyahoga Heights Schools is the originating site district, each teacher who is teaching a full-year IDL course but who has previously taught the same IDL course in the Cuyahoga Heights School District shall receive compensation of .100 of the BA base salary. Compensation shall be pro-rated for IDL courses that are not a full year in length.
- N. Initial and on-going training regarding IDL shall be made available to each teacher who will be teaching an IDL course. Each teacher participating in administration-approved training outside the normal school day/school year shall be compensated at .0007 of the BA base per hour.
- O. If an IDL teacher presents an IDL course outside of the normal school day or normal school year, he/she shall be compensated at a pro rata amount of his/her normal daily rate of pay.
- P. During a teacher's first year of teaching an IDL course, observations and/or evaluations of the teacher's IDL teaching shall have no adverse effect on the teacher's employment status with the Board. This provision has no bearing on the evaluation of the teacher's other classes.

- Q. An originating site district teacher who may be required to use his/her personal automobile to travel between sites or to other meetings regarding IDL shall be reimbursed for his/her allowable mileage at the IRS mileage rate.

## **ARTICLE XXXV – ENTRY YEAR PROGRAM**

### A. Purpose

1. The Teacher Education and Licensure Standards (1998) includes the Entry Year Program.
2. This program is a collaborative, reflective process focused on the professional growth of individuals participating in the Entry Year Program.

### B. Entry Year Committee (EYC)

1. The Entry Year Committee is comprised of teachers and administrators.
2. The District implemented this program as required by the Ohio Department of Education. Each year the EYC, with input from mentors, reviews and revises the program based on the Ohio Department of Education standards.
3. The EYC is composed of six (6) members selected as follows:
  - a. Three (3) appointed by CHAT
  - b. Two (2) appointed by the Superintendent
  - c. One (1) Lead Mentor
4. Those appointed in 3a. and 3b. (directly above) shall select a Lead Mentor who is a teacher and who will become a voting member of the EYC.
5. The EYC members shall be compensated at the rate of .00075 of the BA base salary per hour not to exceed \$750 per year (the mentor/mentee year starting on August 1<sup>st</sup>), for meetings held outside of the regular instructional day.

### C. Mentor/Mentee

1. The EYC will determine the criteria for assigning mentor teachers to mentees as well as the procedure for reassignment, should that be necessary.
2. Each mentor assigned to a mentee for a school year (187.5 days) shall be paid .00075 of the BA base salary per hour for time spent outside of the regular instructional periods to a maximum of 100 hours. Compensation will be paid for planning/preparation periods and lunch periods.
3. A full-time Lead Mentor will be assigned when teachers new to the district are hired. Compensation will be paid as stated in Article XXXI Supplemental Pay Schedule-District Lead Mentor.
4. Mentees include but may not be limited to first year teachers, year-long substitutes, or teachers mandated by the State Department of Education to participate in an Entry Year Program. The EYC will determine if a teacher new to the District but with previous teaching experience needs to be assigned a mentor.

### D. Training and Release Time

1. The Board shall provide mentors with release time to receive the initial and on-going training. A pool of mentors will be established.

2. The Board shall provide release time and assume the cost of specialized training for the EYC as necessary.
3. Release time shall be provided to both the mentor and mentee for the purpose of classroom observation. The number of release periods shall be determined by the EYC.

E. Confidentiality

Individual conferences between the mentor and mentee shall be confidential.

F. Mentor-Mentee Relationship

1. The Entry Year Program is not evaluative.
2. No information shared between the mentor and the mentee shall be used in conjunction with the District's formal evaluation or non-renewal process for either the mentor or the mentee.

G. Participation

Participation in the Entry Year Program and completion of all requirements shall be a condition of employment for all teachers who have not passed the Praxis or equivalent State-required testing. Those individuals who have not passed the Praxis will be assigned a mentor who will work under the Lead Mentor as required by the Ohio Department of Education. Individuals who have passed the Praxis or equivalent State required testing but are new to the Cuyahoga Heights Schools will be mentored by the Lead Mentor. The Lead Mentor may request assistance based on the number of new teachers hired in a given year.

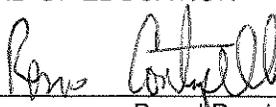
**ARTICLE XXXVI – DURATION & AGREEMENT PROVISIONS**

- A. This Agreement shall be effective as of August 25, 2012 following ratification by both parties and written execution hereof and remain in full force and effect through August 24, 2014.
- B. If any provisions of this document shall be found contrary to law, by a court of competent jurisdiction, then that provision or application shall be deemed invalid except to the extent permitted by law. The parties shall meet within ten (10) days for the purpose of renegotiating the provision deemed contrary to law. All other provisions of Chapter 4117 of the Ohio Revised Code apply unless specifically agreed otherwise in writing in this collective bargaining agreement.
- C. The undersigned persons representing the Cuyahoga Heights Board of Education and the Cuyahoga Heights Association of Teachers have met and agreed to the provisions set forth in this Agreement.
- D. This Agreement supersedes and cancels all previous Agreements verbal or written or based on alleged past practices between the Association and the Board and constitutes the entire Agreement between the parties. Any amendment or Agreement supplemental hereto shall not be binding on either party unless executed in writing by both parties.
- E. CHAT and the Board will share the cost of printing this Agreement.

CUYAHOGA HEIGHTS  
ASSOCIATION OF TEACHERS

By   
President

CUYAHOGA HEIGHTS  
BOARD OF EDUCATION

By   
Board President

**APPENDIX A - GRIEVANCE FORM**

**CUYAHOGA HEIGHTS SCHOOLS**

Complaint by the Grievant

(Type or Print)

Grievant \_\_\_\_\_ Date Grievance Occurred \_\_\_\_\_

Signature of Grievant \_\_\_\_\_ Date Grievance Filed \_\_\_\_\_

School \_\_\_\_\_

Principal's Signature \_\_\_\_\_

Date Principal Received Grievance \_\_\_\_\_

STATEMENT OF GRIEVANCE:

ACTION REQUESTED:

ADMINISTRATIVE DISPOSITION:

\_\_\_\_\_  
(Signature of Aggrieved)

APPENDIX B - APPLICATION FOR USE OF SICK LEAVE

CUYAHOGA HEIGHTS SCHOOLS

EMPLOYEE'S NAME [print] \_\_\_\_\_ DATE \_\_\_\_\_

IT IS THE RESPONSIBILITY OF THE EMPLOYEE TO FILE THIS STATEMENT WITH THE SCHOOL TREASURER UPON THE DATE OF RETURN. SALARY DEDUCTIONS MAY BE MADE IF THIS FORM IS NOT COMPLETED.

=====
AFFIDAVIT
=====

- [ ] PERSONAL [ ] Illness
[ ] Injury
[ ] FAMILY [ ] Work-related injury
[ ] DEATH IN IMMEDIATE FAMILY

=====
PHYSICIAN'S NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

DATES \_\_\_\_\_

=====
I hereby request \_\_\_\_\_ days of sick leave on the following dates:

\_\_\_\_\_, 20\_\_\_\_\_

Employee Signature \_\_\_\_\_
=====

The above employee is hereby making application for the use of sick leave as provided in Section 3319.141 Ohio Revised Code, and, that the use of sick leave is justified for the above reasons. 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 (Ohio Revised Code 3319.141).

**APPENDIX C - REQUEST FOR PERSONAL LEAVE**  
**CUYAHOGA HEIGHTS SCHOOLS**

Please prepare this form and return to your respective building principal. A signed copy will be returned to you by the Superintendent upon approval.

Name [print] \_\_\_\_\_

\_\_\_\_\_ 1/4 day (Time: from \_\_\_\_\_ to \_\_\_\_\_)  
Date of Absence 1/2 day (Time: from \_\_\_\_\_ to \_\_\_\_\_)  
3/4 day (Time: from \_\_\_\_\_ to \_\_\_\_\_)  
Full Day \_\_\_\_\_

1. Any of the three (3) personal leave days shall be granted to transact necessary personal business or to attend to affairs of a personal nature. However, personal leave may not be granted:
  - a. To extend in any way a vacation/holiday listed on the school calendar.
  - b. For the teacher to conduct or apply for other gainful employment business.
  - c. For any reason that would fall under "sick leave."

\_\_\_\_\_ I am requesting Personal Leave pursuant to the general guidelines listed above.

2. Personal leave days that EXTEND before or after a VACATION / HOLIDAY DAY(S) listed on the school calendar may only be used for one of the specific reasons stated below.

Funeral for persons not covered under sick leave  
Day of marriage of employee or member of teacher's immediate family  
Emergency / Unplanned travel conditions which made it impossible to report as assigned  
Graduation or honors ceremonies of teacher or member of teacher's immediate family  
Required appearance in court, except when the teacher is a defendant in a job-related criminal action  
Required appearance for the settlement of an estate  
Act of nature or accident to teacher's house or utilities that would create a hazardous condition, if not corrected immediately  
Business involved with the legal transfer, purchase, or sale of a home or real estate  
Observance of a recognized religious holiday (1 day of use counts as 1/2 day deduction)  
Legal transactions to which teacher is a party and which cannot be completed after the school day  
For attending educational conferences concerning the teacher's child or children  
Emergency child care/supervision or other "urgent" family obligation not covered by sick leave  
Relocation  
\*For other emergency or "Act of God" situations determined by the Superintendent to fall into the intent of this personal leave (\*state reason below).

\_\_\_\_\_ I am requesting Personal Leave before or after a vacation / holiday day(s) listed on the school calendar for one of the specified reasons listed above.

\*Please state reason for emergency or an "Act of God" reason:  
\_\_\_\_\_

3. Additional personal leave days may be granted for an emergency situation or a situation beyond the teacher's control after the situation is discussed with the Superintendent/designee (see Article XVI).

\_\_\_\_\_ I am requesting Personal Leave for \_\_\_\_\_ day(s) in excess of the three (3) days due to an emergency situation or a situation over which I have no control. I understand that for each day(s) granted in excess of three (3) personal days, one day of sick leave shall be deducted from my accumulated sick leave.

I certify the Personal Leave is in accordance with the Personal Leave Article (Article XVI):

\_\_\_\_\_  
Teacher's Signature

\_\_\_\_\_  
Principal's Approval/Date

\_\_\_\_\_  
Date Signed by Teacher

\_\_\_\_\_  
Superintendent's Approval/Date

This form is to be completed and forwarded to the teacher's supervisor NO LATER THAN THREE DAYS prior to the leave day requested, unless a proven emergency exists.

**APPENDIX D - TUITION PROGRAM**

**CUYAHOGA HEIGHTS SCHOOLS**

Teacher's Name (print) \_\_\_\_\_ Date Form Completed \_\_\_\_\_

COURSEWORK TO BE TAKEN:\*

COURSE TITLE \_\_\_\_\_ HOURS \_\_\_\_\_ QTR./SEM.

COURSE TITLE \_\_\_\_\_ HOURS \_\_\_\_\_ QTR./SEM.

COURSE TITLE \_\_\_\_\_ HOURS \_\_\_\_\_ QTR./SEM.

NAME OF COLLEGE/UNIVERSITY \_\_\_\_\_

DATE COURSEWORK WILL BE TAKEN \_\_\_\_\_

GRADUATE PROGRAM ENTERED \_\_\_\_\_

\*PLEASE ATTACH A BRIEF DESCRIPTION OF THE COURSE

\_\_\_\_\_  
SIGNATURE OF TEACHER

\_\_\_\_\_  
SIGNATURE OF SUPERINTENDENT

\_\_\_\_\_  
DATE

**APPENDIX E – ASSOCIATION LEAVE REQUEST FORM**

Cuyahoga Heights Schools

**Association Leave Request Form**  
Cuyahoga Heights Association of Teachers

Teacher's Name \_\_\_\_\_

Dates(s) Requested as Association Leave \_\_\_\_\_

To Attend \_\_\_\_\_

\_\_\_\_\_  
Signature of Teacher Requesting Leave

\_\_\_\_\_  
Date

\_\_\_\_\_  
CHAT President's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Superintendent's Signature

\_\_\_\_\_  
Date

**APPENDIX F – 1 - SUPPLEMENTAL CONTRACT COMPLETION FORM**

Cuyahoga Heights Schools

**(Limited Period of Time)**

Date \_\_\_\_\_

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

\_\_\_\_\_  
Signature of Building Principal

APPENDIX F - 2 - SUPPLEMENTAL CONTRACT COMPLETION FORM

Cuyahoga Heights Schools

(Seasonal Athletic Activities)

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

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

Faculty Manager: \_\_\_\_\_

\*\*\*\*\*

Head Coach \_\_\_\_\_

Assistant Coach \_\_\_\_\_

\_\_\_\_\_  
Head Coach or Faculty Manager

\_\_\_\_\_  
Co-Curricular Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**APPENDIX G – HEALTH CARE PROVIDER CERTIFICATE (#1)**

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

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

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

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

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

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

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

\_\_\_\_\_  
Health Care Provider (Please print or type.)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Date

Return this form to:

Superintendent  
Cuyahoga Heights Schools  
4820 East 71st Street  
Cuyahoga Heights, Ohio 44125

**APPENDIX H – HEALTH CARE PROVIDER CERTIFICATE (#2)**

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

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

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

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

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

The Employee will have to care for her/his relative until \_\_\_\_\_ (Date).  
(Indicate whether actual \_\_\_\_\_ or estimated \_\_\_\_\_.)

\_\_\_\_\_  
Health Care Provider (Please print or type.)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Date

Return this form to:

Superintendent  
Cuyahoga Heights Schools  
4820 East 71st Street  
Cuyahoga Heights, Ohio 44125

**APPENDIX I – HEALTH CARE PROVIDER CERTIFICATE (#3)**

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

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

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

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

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

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

\_\_\_\_\_  
Health Care Provider (Please print or type.)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Date

Return this form to:

Superintendent  
Cuyahoga Heights Schools  
4820 East 71st Street  
Cuyahoga Heights, Ohio 44125

**APPENDIX J – HEALTH CARE PROVIDER CERTIFICATE (#4)**

**HEALTH CARE PROVIDER'S CERTIFICATION FOR RETURN TO WORK**

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

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

\_\_\_\_\_  
Health Care Provider (Please print or type.)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Date

Return this form to:

Superintendent  
Cuyahoga Heights Schools  
4820 East 71st Street  
Cuyahoga Heights, Ohio 44125

**APPENDIX K - TEACHER EXCELLENCE PROGRAM**

Teacher's Name [print] \_\_\_\_\_

Coursework to be taken:

Course Title \_\_\_\_\_ Module\* \_\_\_\_\_

Course Title \_\_\_\_\_ Module\* \_\_\_\_\_

Course Title \_\_\_\_\_ Module\* \_\_\_\_\_

Name of College/University \_\_\_\_\_

Date coursework will be taken \_\_\_\_\_

Please attach a brief description of the course.

\_\_\_\_\_  
Signature of Teacher Date

\_\_\_\_\_  
Signature of Superintendent Date

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

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

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

(for Treasurer's use)

\_\_\_\_\_  
Date of Reimbursement

## APPENDIX L

SuperMed Plus - Alternate Ideal

Prescription Drug Program

Vision Care Benefits

Dental Benefits

Schedule of Benefits (Life Insurance)



MEDICAL MUTUAL OF OHIO  
AND ITS FAMILY OF COMPANIES

**Cuyahoga Heights**  
**SuperMed Plus – Alternate Ideal**  
**HCR (Non Grandfathered)**



Benefits	Network	Non-Network
Benefit Period	January 1 <sup>st</sup> through December 31 <sup>st</sup>	
Dependent Age	26	
Older Age Child	26	
Pre-Existing Condition Waiting Period (does not apply to members under the age of 19)	Removal upon End of Month Does not Apply	
Blood Pint Deductible	0 pints	
Overall Annual Benefit Period Maximum	Unlimited	
3 month Deductible Carryover	Does Apply	
Benefit Period Deductible – Single/Family <sup>1</sup>	\$150 / \$300	\$300 / \$600
Coinsurance	90%	70%
Coinsurance Out-of-Pocket Maximum (Excluding Deductible) – Single/Family	\$750 / \$1,500	\$1,500 / \$3,000
<b>Physician/Office Services</b>		
Office Visit (Illness/Injury) <sup>2</sup>	\$20 copay, then 100%	70% after deductible
Specialist Office Visit <sup>2</sup>	\$20 copay, then 100%	70% after deductible
Urgent Care Office Visit <sup>2</sup>	\$20 copay, then 100%	70% after deductible
ALL Immunizations	90% after deductible	70% after deductible
<b>Preventive Services</b>		
Preventive Services, in accordance with state and federal law <sup>3</sup>	100%	70% after deductible
Routine Physical Exam (Age 21 and over) (One exam per benefit period)	100%	70% after deductible
Well Child Care Services including Exam , Routine Vision, Routine Hearing Exams, Well Child Care Immunizations and Laboratory Tests ( To age 21)	100%	70% after deductible
Routine Mammogram (One per benefit period)	100%	70% after deductible
Routine Pap Test (One per benefit period)	100%	70% after deductible
<b>Outpatient Services</b>		
Surgical Services	90% after deductible	70% after deductible
Diagnostic Services	90% after deductible	70% after deductible
Physical Therapy & Occupational Therapy - Facility and Professional (Combined 40 visits per benefit period)	90% after deductible	70% after deductible
Chiropractic Therapy – Professional Only (12 visits per benefit period)	90% after deductible	70% after deductible
Speech Therapy – Facility and Professional (20 visits per benefit period)	90% after deductible	70% after deductible
Cardiac Rehabilitation	90% after deductible	70% after deductible
Emergency use of an Emergency Room <sup>4</sup>	\$50 copay, then 90%	\$50 copay; then 70%
Non-Emergency use of an Emergency Room <sup>5</sup>	\$100 copay, then 90%	\$100 copay, then 70%

Benefits	Network	Non-Network
<b>Inpatient Facility</b>		
Semi-Private Room and Board	90% after deductible	70% after deductible
Maternity	90% after deductible	70% after deductible
Skilled Nursing Facility (120 days per benefit period)	90% after deductible	70% after deductible
Organ Transplants	90% after deductible	70% after deductible
<b>Additional Services</b>		
Allergy Testing / Allergy Treatments	\$20 copay, then 100%	70% after deductible
Ambulance	90% after deductible	70% after deductible
Durable Medical Equipment	90% after deductible	70% after deductible
Home Healthcare (120 visits per benefit period)	90% after deductible	70% after deductible
Hospice	90% after deductible	70% after deductible
Private Duty Nursing	90% after deductible	70% after deductible
<b>Mental Health and Substance Abuse – Federal Mental Health Parity</b>		
Inpatient Mental Health and Substance Abuse Services	<b>Benefits paid are based on corresponding medical benefits</b>	
Outpatient Mental Health and Substance Abuse Services		

Note: Services requiring a copayment are not subject to the single/family deductible.

Deductible and coinsurance expenses incurred for services by a non-network provider will also apply to the network deductible and coinsurance out-of-pocket limits. Deductible and coinsurance expenses incurred for services by a network provider will also apply to the non-network deductible and coinsurance out-of-pocket limits.

Non-Contracting and Facility Other Providers will pay the same as Non-Network.

Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures.

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

In certain instances, Medical Mutual's payment may not equal the percentage listed above. However, the covered person's coinsurance will always be based on the lesser of the provider's billed charges or Medical Mutual's negotiated rate with the provider.

<sup>1</sup>Maximum family deductible. Member deductible is the same as single deductible.

<sup>2</sup>The office visit copay applies to the cost of the office visit only.

<sup>3</sup>Preventive services include evidence-based services that have a rating of "A" or "B" in the United States Preventive Services Task Force, routine immunizations and other screenings, as provided for in the Patient Protection and Affordable Care Act.

<sup>4</sup>Copay waived if admitted. The copay applies to room charges only. All other covered charges are not subject to deductible.

<sup>5</sup>Copay waived if admitted. The copay applies to room charges only. All other covered charges are subject to deductible and coinsurance.



MEDICAL MUTUAL OF OHIO®  
YOUR HEALTHCARE PARTNER SINCE 1934

## Cuyahoga Heights BOE

### Prescription Drug Program

Benefits	Copay	Day Supply
Benefit Period	January 1 <sup>st</sup> through December 31 <sup>st</sup>	
Dependent Age Limit	Same as Medical	
<b>Formulary Retail Program with Oral Contraceptive Coverage<sup>1</sup></b>		
Generic Copayment	\$10	30
Formulary Copayment	\$20	30
Non-Formulary Copayment	\$40	30
<b>Formulary Home Delivery Program with Oral Contraceptive Coverage</b>		
Generic Copayment	\$25	90
Formulary Copayment	\$50	90
Non-Formulary Copayment	\$100	90

Note: In an effort to continue our commitment to quality care and help contain the increasing cost of prescription drug coverage, a formulary feature is included in your prescription drug benefit. A formulary drug is a FDA approved prescription medication reviewed by an independent Pharmacy and Therapeutics Committee brought together by Medco Health Solutions, Inc. Formulary drugs can assist in maintaining quality care while meeting your plan's cost containment objectives.

Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures.

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

<sup>1</sup>Coverage includes Preventive Medications, in accordance with Federal Law.

## VISION CARE EXPENSE BENEFITS

### For You and Your Dependents

Bargaining unit members, through payroll deduction, will pay twelve percent (12%) of the cost of monthly premiums beginning September 1, 2012 and fifteen percent (15%) beginning September 1, 2013 of the cost of vision care insurance.

Payment will be made for the actual expense of the reasonable charge (see Definitions) for any vision care service or supply rendered you or your Dependent while insured upon the recommendation and approval of a physician or optometrist, in accordance with the Schedule of Visual Services and Supplies set forth on the following page.

Payment will be made for not more than

- a. One (1) complete eye examination for any one (1) person in any period of twelve (12) months.
- b. Two (2) lenses for any one (1) person in any period of twelve (12) months, and
- c. One (1) set of frames for any one (1) person in any period twenty-four (24) months.

The time period in (a), (b), or (c) will begin on the date on which the last payment of benefits for such item was made under this benefit.

### NOT COVERED

Charges not covered are those:

- in connection with orthoptics, vision training or subnormal vision aids;
- for lenses obtainable without a prescription;
- for any service or supply not listed in the Schedule of Visual Services and Supplies.

Other exclusions and limitations are set forth under the heading "Health Insurance Exclusions and Limitations".

### SCHEDULE OF VISUAL SERVICES AND SUPPLIES

	<b>Maximum Amount</b>
Eye Examination	Reasonable Charge
Lenses, per pair	
Single vision	Reasonable Charge
Bi-focal	Reasonable Charge
Tri-focal	Reasonable Charge
Lenticular	Reasonable Charge
Frames	\$85.00
Contact Lenses, per pair	
if prescribed for you or your Dependent	
a. where visual acuity is not correctable for 20/70 in the better eye except by the use of contact lenses,	
b. as a requirement following cataract surgery, or	
c. when such person is being treated for a condition such as Keraloconus or Anisometropia, and contact lenses are customarily prescribed as part of the treatment.....	Reasonable Charge
if otherwise prescribed for you or your Dependent	\$75.00

Important: The maximum amount for a single lens is 50% of the maximum amount payable for a pair of lenses.

## DENTAL CARE BENEFITS FOR YOU AND YOUR DEPENDENTS

Bargaining unit members, through payroll deduction, will pay twelve percent (12%) of the cost of monthly premiums beginning September 1, 2012 and fifteen percent (15%) beginning September 1, 2013 of the cost of dental care insurance.

### Dental Care Expense Benefits

#### Non-Orthodontic

##### Applicable Percentage

-- as to covered dental charges for diagnostic oral examinations, cleaning and scaling of teeth, X-rays, fluoride applications, space maintainers and emergency treatments for relief of dental pain – 100%

-- as to all other covered dental charges – 80%

##### Cash Deductible

-- as to covered dental charges for diagnostic oral examinations, cleaning and scaling of teeth, X-rays, fluoride applications, space maintainers and emergency treatment for relief of dental pain – None

-- applicable to all other covered dental charges – per person \$ 50  
per family \$100

Maximum Amount per calendar year - \$2,500

#### Orthodontics

Applicable Percentage – 60%  
Maximum Amount per lifetime - \$1,000

## SCHEDULE OF BENEFITS

The amounts of your insurance are as follows

### BASIC LIFE INSURANCE

### BASIC ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

	Amount of Life Insurance	Benefit Amount of Accidental Death and Dismemberment Insurance
Teacher	\$50,000	\$50,000

## **Changes in Amounts of Insurance**

Change in amounts of insurance due to change in your employment status will become effective on the date your employment status is changed, except that –

1. If you are away from work due to disability on the date an increase in amounts of insurance would become effective, it will be postponed until you return to active full-time work.
2. No increase in Benefit Amount of Accidental Death and Dismembership Insurance will increase the amount to be paid for injuries sustained in an accident which occurred before date of increase.
3. No decrease in amounts of insurance will be made if your employment status changes.

## **Supplemental Life Insurance**

Amounts of Insurance	up to \$50,000 in \$10,000 increments
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## **Supplemental Accidental Death and Dismembership Insurance**

Benefits Amount	up to \$50,000 in \$10,000 increments
-----------------	------------------------------------------