

CONTRACT

**INCLUDING RECOGNITION AGREEMENT, NEGOTIATIONS
PROCESS AND GRIEVANCE PROCEDURE**

between

**The Cleveland Heights—University Heights
Board of Education**

and

**The Cleveland Heights Teachers Union, Local #795
American Federation of Teachers, AFL-CIO**

**Effective
August 2, 1994**

THE CLEVELAND HEIGHTS-UNIVERSITY HEIGHTS CITY SCHOOL DISTRICT

Roger L. Vince, Acting Superintendent of Schools

THE BOARD OF EDUCATION

Claudette J. Woodard	President
Christine M. Sumner	Vice President
Eric Silverman	
Denise Brown Thigpen	
Stephen Wertheim	

THE NEGOTIATING TEAMS

For The Board of Education:

Roger L. Vince	Acting Superintendent of Schools
Pamela Smith	Assistant Superintendent
Linda A. Koenig	Executive Director, Human Resources
Robert E. Burmeister	Treasurer

For The Cleveland Heights Teachers Union:

Tom Schmida	President, Wiley Middle School
Dan MacDonald	Vice President, Cleveland Heights High School
Pamela Booker	Treasurer, Cleveland Heights High School
Jeffrey Chapman	Second Vice President, Boulevard Elementary School
Jeffrey Lavin	Fourth Vice President, Wiley Middle School

ELECTED OFFICERS

THE CLEVELAND HEIGHTS TEACHERS UNION, LOCAL 795 AMERICAN FEDERATION OF TEACHERS, AFL-CIO

President	Tom Schmida, Wiley Middle School
First Vice President	Dan MacDonald, Cleveland Heights High School
Second Vice President	Jeffrey Chapman, Boulevard Elementary School
Third Vice President	Ed Esch, Cleveland Heights High School
Fourth Vice President	Jeffrey Lavin, Wiley Middle School
Fifth Vice President	Terrence Rounds, Canterbury Elementary School
Sixth Vice President	Jill Proudfoot, Fairfax Elementary School
Treasurer	Pamela Booker, Cleveland Heights High School
Secretary	Veronica Hoyett, Wiley Middle School
Financial Secretary	Michael Carter, Cleveland Heights High School

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PHILOSOPHY OF EDUCATION
Resolution No. 70-2-47
Adopted by the Board of Education, February 9, 1970

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

- A. All children are entitled to a public education that will encourage the fullest development of their individual talents.
- B. Learning is essential to individual independence and the general welfare of the changing American society.
- C. Effective learning develops both intellectual and emotional qualities and is for action; its proper evaluation lies in the quality of resultant activity, not mere response.
- D. Organized education, a deployment of human and material resources as means toward learning, implies learning for all - students, teachers, administrators - at different levels of understanding and maturity.
- E. Organized education is at its best when graced with experimental attitudes and dedicated to the proposition that all issues between organization and learning shall be resolved in favor of learning.
- F. All rewards and penalties adopted in the organization of education become legitimate only insofar as they assist learning.
- G. For purposes of learning and growth, internal motivations are more valuable than the external, such as, grades and competition.

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

Our school system will provide training in the basic skills.

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

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

A major effort of the teaching-learning process should be the early development of positive self-assurance and the continuing development of individual potential to deal with a changing society, to think rationally and creatively, to be independent and productive, and to choose rewarding life activities. Thinking, creativity, independence, productivity, and activity are also characterized by individual differences. Yet they must meet external requirements, and these change with the changing society.

COLLABORATIVE PHILOSOPHY

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

**RECOGNITION AGREEMENT
AND
NEGOTIATIONS PROCESS**

between
**The Cleveland Heights-University Heights Board of Education
and the
Cleveland Heights Teachers Union, Local #795
American Federation of Teachers, AFL-CIO**

PREAMBLE

1. **WHEREAS**, the parties to these negotiations have a common goal of providing the best possible education for the students of this district: and
2. **WHEREAS**, success of this school district is dependent, among other things, upon the mutual understanding and cooperation between the teachers and the Board; and
3. **WHEREAS**: the Cleveland Heights Teachers Union, Local #795, American Federation of Teachers, AFL-CIO, hereinafter referred to as the "Union", has been duly elected as the exclusive bargaining representative to represent a unit which is defined as all classroom teachers, guidance counselors, school psychologists, school social workers, certificated librarians, non-certificated librarians, ancillaries, media technicians, stage directors, language/speech pathologists, school nurses, Coordinator of Child Attendance and Accounting, Child Services Specialists, Drug and Alcohol Counselor, Multicultural/Staff Development Specialists, Research and Program Development Specialist, Coordinator of Testing, Home/School Liaison, short-term, on-call substitute teachers in matters of wages only, and long-term substitute teachers as defined in Section 17.05 and subject to the limitations in Section 17.05, but excluding from all the foregoing, those in administrative positions. In the event that SERB rules any of these positions should be included in another bargaining unit that position will be removed from the Local 795 bargaining unit immediately. The recognition is for the purpose of discussing with the Board or its representative matters as designated in paragraph 4 hereof.
4. **WHEREAS**, the Board of Education thereafter, on July 7, 1971 adopted the following Resolution:

The Board of Education will discuss with the Cleveland Heights Teachers Union, Local #795, American Federation of Teachers, AFL-CIO, as the representatives of the teachers on matters concerning salaries and such other matters pertaining to terms and conditions of employment as the Board and the Cleveland Heights Teachers Union, Local #795, American Federation of Teachers, AFL-CIO may agree are proper subjects for discussion. This recognition will be continued for a period of two years from the date hereof on condition that the Cleveland Heights Teachers Union, Local #795, American Federation of Teachers AFL-CIO represents all the teachers without regard to membership or participation in or association with the activities of any teachers organization.

The Board will reconsider the above Resolution at such time as collective bargaining legislation may become effective in Ohio. At that time the Board may continue the policy set forth in the Resolution, or amend, modify or terminate such policy: and
5. **WHEREAS**, after extended negotiations, the Board and the Union have reached agreement:

Therefore, be it resolved, that the following policies are adopted:

CONTRACT

1.0 RECOGNITION

The recognition which began on July 1, 1971, wherein the Cleveland Heights-University Heights Board of Education (hereinafter referred to as "Board") recognized the Cleveland Heights Teachers Union (hereinafter referred to as "Union") as the sole and exclusive bargaining agent for all members of the bargaining unit, shall continue until August 1, 1997, and for successive three-year periods unless between January 10 and January 20 of the year in which recognition terminates 50 percent or more of those eligible to vote petition the Board for a new election. In that event, the election shall be conducted in the manner set forth in a letter dated September 26, 1967, signed by Messrs. Roberts, Warner and Loomis, except that the election shall be conducted between February 10 and February 20.

To the extent this provision is inconsistent with the provision of said letter of September 26, 1967, or any Board resolution heretofore adopted, this provision shall govern.

2.0 EXCLUSIVE BARGAINING AGENT

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

- 2.01 The Union agrees to continue to represent and accept into membership all members of the bargaining unit, without discrimination on the basis of race, color, religion, national origin, sex, ancestry, age or disability.
- 2.02 The Board agrees to continue its policy of not unlawfully discriminating against any employee on the basis of race, color, religion, national origin, sex, ancestry, age or disability, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment of members of the bargaining unit.

3.0 UNION DUES AND SERVICE FEES

- 3.01 The Board will deduct from pay of each employee who so authorizes it to do so the required amount of fees for the payment of Union and COPE dues on a monthly or other basis. The authorization shall comply with the provisions of the law and shall be revocable between September 1 and 10 of each year.
- 3.02 Local 795 recognizes its obligation to fairly and equitably represent all members of the bargaining unit, whether or not they are members of Local 795. For this service, effective September 1, 1984, the Union may assess a fair-share service fee, not to exceed the amount of dues uniformly required of members of the Local, against non-members of the Local as provided in this section. The fees charged against non-members who work less than full time shall be as hereafter set forth but, in any event, shall not exceed the amount of dues charged to a Local member who is working less than full time.

- 3.03** The fair-share service fee or Union dues shall be collected by the Board, via ten monthly payroll deductions per year, from all employees of the bargaining unit employed part or full time as defined in Section 3 of the Preamble. No fee shall be charged or collected from substitutes. No member of the bargaining unit is required, by this section, to become a member of Local 795.
- 3.04** The Board shall inform all employees, and all new hires that they are obligated, as a condition of employment, to pay a fair-share service fee after sixty (60) days of their hire. No service fee shall be assessed or collected during the first sixty (60) days of employment of a new hire. The service fee assessed against a returnee from a leave of absence shall begin in the month of their return. The fee charged to members of the Unit who work less than full time shall, subject to paragraph 3.01, be: 37.5% or more - full service fee: Less than 37.5% - a proportion based upon percentage of time worked.

The Board shall provide once per year, on request, a list of all members of the bargaining unit, and the fair-share service fees and dues deductions; a list of new bargaining unit members; a list of bargaining unit members returning from leaves of absence; a list of bargaining unit members granted leaves of absence and a list of employees who terminate employment.

- 3.05** The union assures the Board that the Union's fair share fee procedures and procedures to challenge fair share rebates comply with and satisfy all legal requirements.

The Union shall provide to the Board a copy of the Union's rebate procedure. The Union shall also provide to the Board any revisions or amendments to the fair share fee and rebate procedures at the time such revisions or amendments are adopted. A "Procedure to Challenge" is on file at the Board of Education.

- 3.06** Any member of the bargaining unit who objects to the payment of the fair-share service fee by reason of membership in and adherence to the tenants or teachings of a bona fide religion or religious body which has historically held conscientious objections to joining or financially supporting an employee organization and which is exempt from taxation under provisions of the Internal Revenue Code may submit proper proof of religious conviction to the State Employment Relations Board to seek a declaration from the board that the member not be required to financially support the local in accordance with the provisions of Section 4117.09(C).

It is recognized that SERB shall, if it finds that the employee is not to be required to pay a service fee, require payment of an equal amount to a non-religious charitable fund pursuant to the requirements of Section 4117.09(C).

- 3.07** In the event any member of the bargaining unit from whom a service fee is charged, shall object to the imposition of such fee, either on the grounds that the amount charged is inaccurate or that the bargaining unit member is not one against whom a service fee may be assessed, this shall be discussed with the Union in an effort to resolve the dispute.

Subject to the above, Local 795 agrees to hold the Board harmless and to defend the Board in any suit, claim or administrative proceeding, arising out of or connected with the imposition, determination or collection of service fees or dues,

to indemnify and defend the Board for any liability imposed on it as a result of any such suit, claim or administrative proceeding. Such indemnification and defense shall not extend to claims against the Board for discrimination on the basis of race, color, religion, national origin, sex, ancestry, age or disability, or because of clerical or other errors by Board employees. For purposes of this Section, the term "Board" includes the Board of Education of the Cleveland Heights-University Heights City School District, its members, the Treasurer, Superintendent, and all members of the administrative staff. Should this indemnification agreement be found invalid or void by any court, the entire Section 3.0 may be reopened for negotiations by request of either party.

4.0 NO STRIKE

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

5.0 BULLETIN BOARDS, MAILBOXES

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

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

The Board of Education will continue, as it has in the past, to provide an inter-school mailbox for Local 795 at the Board's central office building.

6.0 UNION ACTIVITIES - REPRESENTATION AT PROFESSIONAL ACTIVITIES

6.01 Union Representatives

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

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

The building principal shall arrange the program of the First Vice President or designee other than President so that he/she will teach all classes consecutively from the first of the day. For the purpose of carrying out professional and organizational activities, this designee shall be released from the conference period

to the extent that it is not required for other school matters, duty period, homeroom, and lunch period.

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

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

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

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

6.02 Representation at Professional Activities

Effective 1993, by each June 30, the Union will pay to the Board an amount equal to the daily rate of pay for a Step 14 MA teacher times forty-five (45) days.

In the event a designee, pursuant to Section 6.01, has a 200-day contract, the daily rate of pay for a step 14MA times 1.1 teacher shall be used to calculate the payment by the Union as described above. Should both designees hold 200-day contracts, the daily rate of pay for a Step 14 MA times 1.2 teacher shall apply.

The Union June payment to the Board for the 1991-92 school year only, pursuant to this section, shall be \$8707.50 along with the forfeiture of the \$6,075.00 on deposit since 1980.

6.03 Grievance Investigation

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

6.04 New Teacher Orientation

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

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

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

6.05 Ohio Federation of Teachers Convention

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

The maximum provided by the Board shall be either:

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

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

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

6.06 Other Meetings

In addition to the leave provided under Section 6.05 for attendance at the Ohio Federation of Teachers Convention, ten (10) additional days leave shall be granted for attendance at Union regional, State or national professional meetings or other union business. The Union shall provide for all expenses including the cost of substitutes.

6.07 Newly Hired Employees/Employment Lists

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

This shall not be construed to limit the provisions of paragraph 8.025 in the section of the Agreement entitled, "Negotiating Procedure."

6.08 Union Officers and Stewards - Assignment

Elected officers and building stewards of Local 795 shall not be transferred from their current building assignments for reason other than certification needs during the term of office for which they have been elected (officers - 2 year term; stewards - one year term. For purposes of this section, the term of office for stewards is September to June.)

7.0 PRINTING AND DISTRIBUTION OF THE AGREEMENT

- 7.01 The Board will continue as in the past to print the Agreement for distribution to the members of the bargaining unit.
- 7.02 The format of the printed Agreement shall be determined in conference with the union negotiators.
- 7.03 The Board may add at the end of the printed Agreement a section of its own entitled General Regulations of the Board of Education.

8.0 EFFECTIVE DATES OF THE AGREEMENT AND NEGOTIATIONS PROCEDURE

- 8.01 This agreement shall become effective on August 2, 1994, except as otherwise provided for herein and shall remain in effect until August 1, 1997, and shall be binding upon the Board and the Union as well as upon their successors until August 2, 1997, except as modified through negotiations provided for in the succeeding paragraph. This agreement is between the Board and the Union on behalf of the members of the bargaining unit described in Section 3 of the Preamble. This unit is currently represented by the Union, and the agreement was reached through negotiations with the Union. In the event all or a part of said unit described in Section 3 of the Preamble is hereinafter represented by a different organization, negotiations shall be had only on the date provided for herein and shall be directed toward a new agreement or an amendment of the within agreement to become effective on August 2, 1997.

(The following paragraphs are dormant during the life of this contract.)

The agreement entered into shall be for a period of thirty-six months with no reopener for thirty-six months except that if the salary in effect in January, 1996, or to become effective August, 1996, for the school districts: Cleveland Heights, East Cleveland, Shaker Heights, Beachwood, South Euclid and Cleveland, have a salary in two of the districts named which has a MA maximum higher than \$55,600, then negotiations will take place on the August, 1996 salary schedule only.

Only the MA maximum based on 9.3%-14.0% STRS contribution, or on a maximum legal STRS contribution, and no longevities, may be computed in this section, and any raises negotiated via this reopener must follow the pattern of the present schedule, must end in double zeroes and must reflect an MA maximum equal to no less than two times the BA minimum plus amounts necessary to insure the two to one ratio, and the same percentage of raise must occur for non-degree nurses and non-certified librarians, stage director and media technicians.

If any portion of this agreement is contrary to law, only that portion shall be voided, and the remainder shall be in effect.

8.02 Negotiating Procedure

- 8.021 Negotiations shall begin as herein before provided in March, 1997 for an August 2, 1997 Agreement, *(the remainder of this paragraph is dormant [8.021] for the life of this contract)* except that at such time during the calendar year 1996 that it becomes apparent that provisions of Section 8.01 pertaining to the August, 1996 salary schedule have made negotiations

necessary for a August, 1996 salary schedule, negotiations shall then occur at such time as requested by the Cleveland Heights Teachers Union during calendar year 1996, but solely on the August, 1996 salary schedule.

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

8.023 Tentative Agreements

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

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

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

8.024 At the first negotiation meeting, each team shall submit an agenda or list of proposed matters for negotiation. Except where mutually agreed upon, additional items shall not be submitted after the third meeting.

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

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

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

8.028 When agreement is reached between the negotiators, it shall be reduced to writing and shall be submitted by the Union for ratification and if ratified shall be submitted to the Board for ratification. In such event, the Board shall then make the agreement a part of its official minutes.

8.029 Mediator Procedure

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

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

9.0 NON-CERTIFICATED STAFF

9.01 Lunch Aides

Effective September 1991, lunch aides shall be hired, and one lunch aide shall be assigned to each elementary school to release, to the extent available, K-3 elementary teachers, excluding tuition-based full-day Kindergarten classes, from morning recess. When not so engaged, the lunch aide shall be used to provide secretarial or other assistance under the direction of the building principal.

- 9.02** It is recognized that in some schools, teachers will still have to assist in supervision of morning recess and that in all schools, teachers will still have to supervise afternoon recess. The school principal shall be responsible for assignment of the lunch aide and, where it is not possible to completely release the teacher from supervision of morning recess, shall assign teachers for that purpose but in an equitable manner so that the relief for morning recess shall be to the greatest extent possible.

Teachers in the elementary schools shall be scheduled on a regularly assigned and equal basis to be present in their building during the noon period to supervise the lunch aide. When a lunch aide is present, and a teacher is scheduled to be present and is present in the building, the teacher need not be physically present in the children's lunch room but shall be in the building and shall be available to a lunch aide. In the absence of a lunch aide, the teacher scheduled to supervise the lunch aide shall be placed in charge of the pupils. When a teacher is present and students are present but no lunch aide is present, the teacher shall be present and shall supervise the children's lunch room. In the event during the lunch period a lunch aide is not present and there are students present the teacher supervising shall receive pay pursuant to the table in Section 21.0. It is recognized that teachers may by mutual agreement exchange with each other the assigned lunch aide supervision period.

- 9.03** If non-scheduling of specialist teachers, i.e., vocal music, art, physical education, library (excluding classes assigned to ancillaries) causes a reduction in preparation-released time at the elementary level, from the time provided in the 1975-76 school year, negotiations shall thereupon occur on the issue of preparation-released time.

It is understood that for purposes of this section we shall use a figure of seven percent of regular elementary classroom teachers to be vocal music, art and physical education teachers to determine whether or not negotiations shall thereupon occur. Every effort shall be made to cause preparation released time periods to occur on separate days instead of the same day.

9.04 Middle School Lunchroom and Study Hall

The Board proposes to remove teachers from study hall and lunchroom duties at the middle schools to the extent possible via the hiring of non-certificated personnel.

Effective for the 1989-90 school year the Board will hire not less than three more monitors for not less than 3.0 hours per day each, to relieve to the extent possible, certificated teachers from lunchroom and study hall duties.

In future years, the Board shall have the right, without negotiation, to increase the number and or to increase the daily hours worked over 3.0 of middle school lunchroom and study hall monitors.

In future years, the Board shall have the right, without negotiation, to decrease the number of middle school lunchroom and study hall monitors and replace them with teachers.

In future years, any decrease in the number of middle school lunchroom and study hall monitors that does not replace the assignment with teachers or any decrease in daily hours below 3.0 shall require negotiation.

9.05 Elementary School Libraries

The Board proposes to reduce the number of elementary school librarians from 8.0 positions to 5.1 positions and to further staff elementary libraries with non-certificated personnel.

- a. It is agreed that the number of certificated librarians shall be decreased 2.9 positions in September, 1989, and 4.5 ancillaries at not less than half-time each shall be hired for 1989-90 to serve in the libraries.
- b. Two positions in the Department of Educational Media, presently located at Taylor Academy and presently titled Head Cataloger and Assistant Cataloger, shall continue to be employed on the Non-certificated Librarians Schedule.
- c. Classroom teachers shall not be assigned to library instructional duties.
- d. All persons working in the school libraries shall be certificated librarians, non-certificated librarians, or non-certificated school ancillaries except for up to 2.0 media clerk positions (presently occupied by three people) at the High School.
- e. The Board shall have the right in future years to further reduce library positions. In such event, tenured certificated librarians shall have the right to assignment to classrooms in his/her other areas of certification. Any tenured librarian laid off due to a lack of certification shall be entitled to become certified in classroom instruction and to be reassigned to continuing service in the order of seniority in the district if and when teaching positions become vacant or are created for which any of such librarians are or become qualified.

9.06 Middle School ISD

The Board proposes to eliminate the use of certificated teachers to staff the middle schools' in-school detention rooms.

- a. Effective for the 1989-90 school year, the Board will hire a minimum of five more monitors to perform various duties specified in their job description including, but not limited to, staffing the middle schools' in-school detention with monitors or teachers for lunch periods, released periods, and other periods.
- b. The five monitors hired in a. above shall include one full time monitor at each school and none of the middle school monitors shall be hired for less than five-eighths time.

- c. The Board shall have the right, without negotiation, to reduce the number of ISD monitors and reassign teachers to the ISD program.

The Board shall have the right, without negotiation, to reduce the number of ISD monitors and close the ISD program.

The Board shall have the right, without negotiation, to staff the Monticello ISD program with monitors.

The Board shall be required to negotiate any reduction below the five-eighths daily hourly minimum for middle school ISD and campus monitors.

9.07 Non-Certificated Ancillaries

- a. Non-certificated school ancillary is a Local 795 position.
- b. Non-certificated school ancillaries shall work a one hundred and ninety (190) day, thirty-eight (38) week schedule that corresponds to the schedule worked by this Local 795 bargaining unit.
- c. School ancillaries shall not perform professional instructional duties.
- d. Any present employee transferred to school ancillary after August 26, 1989, shall maintain and keep his/her seniority in respect to placement on the salary schedule.

10.0 EVENING PARENT/GUARDIAN CONFERENCES

- 10.01 Evening parent/guardian conferences are for the purposes of staff and parents/guardians communicating about the academic progress of the child. When such evening conferences occur bargaining unit members shall receive compensatory time for the time allotted for evening conferences.
- 10.02 In the event that a teacher is absent from the evening conference session, 1.0 sick leave or personal leave will be charged against his/her balance.
- 10.03 The scheduling of evening conferences and compensatory time shall be by mutual agreement by the Board and Union.

11.0 PARENT-TEACHER CONFERENCES

- 11.01 The parents of each elementary school child, beginning with grade one (1), shall be entitled to not less than two (2) parent-teacher conferences per school year. The parents of kindergarten children shall be entitled to not less than one (1) parent-teacher conference per school year for half-day (1/2) session and not less than two (2) for full-day sessions.

Nothing in this section shall be construed to mean that teachers shall not continue as in the past, to schedule individual conferences in addition to those provided for herein with a parent where the parent or teacher requests such a conference because of problems concerning the pupil.

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

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

- 11.03 Each teacher shall at his/her option schedule morning, noon-time, afternoon, evening, and weekend conference appointments that are convenient to the teacher and the parent. Telephone conferencing is acceptable when the teacher and parent agree that after reasonable effort, they are unable to schedule a face-to-face conference.
- 11.04 The present procedure of holding parent-teacher conferences one hour each Tuesday afternoon in order to carry out section 11 shall continue, and if any change is made, it shall only be made after full negotiation with the Union.
- 11.05 In the event that further legislation is enacted concerning parent-teacher conferences, the Union shall, during the term of the Agreement, have the right to reopen negotiations on this section.

12.0 SALARY PROCEDURES, TAX-SHELTERED ANNUITIES AND DEFERRED COMPENSATION PLANS

- 12.01 Salary checks for all contract employees are due on the last work day of each month during the period in which services are rendered, except June, for ten-month and 190 day employees. In June, salary checks for ten-month and 190 day employees shall be due on the employees' last working (contracted) day of the month. In the case of ten-month and 190 day certificated personnel, five equal payments of one-tenth of the annual salary applies to Semester I, and five equal payments to Semester II, as per the official school calendar.

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

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

12.02 STRS Pickup

12.021 For purposes of this Article, total annual salary and salary per pay period for each bargaining unit member shall be the salary otherwise payable under this Agreement, as amended. The total annual salary and salary per pay period of each member shall be payable by the Board in two parts: (1) deferred salary and (2) cash salary. A member's deferred salary shall be equal to that percentage of said member's total annual salary or salary per pay period which is required from time to time by the State Teachers Retirement System (STRS) to be paid as an employee contribution by said member and shall be paid by the Board to STRS on behalf of said member

as a "pick-up" of the STRS employee contribution otherwise payable by said member. A member's cash salary shall be equal to said member's total annual salary or salary per pay period less the amount of the pickup for said member and shall be payable, subject to applicable payroll deductions, to said member. The Board's total combined expenditures for members' total annual salaries otherwise payable under this Agreement, as amended, (including pickup amounts) and its employer contributions to STRS shall not be greater than the amounts it would have paid for those items had this provision not been in effect.

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

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

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

12.025 This provision will become effective with the first pay after the effective date of this Agreement.

13.0 LEAVES OF ABSENCE

13.01 Sick Leave

13.011 All members of the bargaining unit shall be credited with current sick leave at the beginning of the school year and to the extent that any bargaining unit member has less than 10 days at such time, shall be advanced sick leave so there is a minimum of 10 days. Such advance shall not be credited unless the employee has reported on the first contract day, excluding Labor Day. No additional sick leave shall be credited until the advanced days have been earned. Sick leave shall be earned and accumulated at the rate of 1-1/4 days per month of employment, to a maximum of 15 days per year. Those terminating employment before completion of contract and/or employed for parts of a school year will be credited at the rate of 1-1/4 days per month served. Accumulated sick leave is available only after current annual sick leave credit is used. The accumulation of sick leave shall be unlimited.

13.012 Sick leave shall be used for personal illness, pregnancy, injury exposure to contagious disease, illness, or death in the immediate family. The immediate family includes wife, husband, child, father, mother, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, the teacher's grandfather or grandmother, and members of the immediate household of the teacher. Sick leave to a maximum of fifteen (15) days may also be used as paternity leave to be taken within three weeks after delivery while schools are in session and the husband is working as a teacher.

Sick leave may be used to attend hearings held by the Ohio Bureau of Workers' Compensation for claims filed by a member of the bargaining unit concerning injuries that occurred while on the job or arising out of employment.

13.013 In case of a contemplated absence because of any circumstances set forth in 13.012 above, the teacher shall report by telephone, in writing, or personally to the Human Resources Department (Ext. 7405) giving the date of contemplated absence and citing the circumstances.

13.014 Payment for sick leave is obtained by submission to the Human Resources Department of a written statement on forms (see appendix) to be supplied by the Board to the office of each school, giving the number of days absent, dates and circumstances of absence and requesting that the absence be charged to sick leave. The Superintendent may require a physician's statement.

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

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

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

13.017 Medical Leave

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

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

13.02 Policy on Pregnancy Leave

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

13.022 Accumulated paid sick leave may be used by a pregnant teacher for such period before and after delivery as is recommended in writing by her

physician, except that a physician's report shall not be required for use of such sick leave during the six (6) weeks prior and the six (6) weeks subsequent to delivery.

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

13.024 Child Care Leave:

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

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

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

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

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

13.025 Adoption Leave

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

13.03 Personal Leave

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

personal business that cannot be performed at any other time. Personal leave is intended to cover emergency or other business that cannot be performed at any other time.

The accumulation of personal leave for personnel on the teacher's salary schedule shall not exceed five days. Accumulations in excess of five days, as of the first day of any school year shall be, at the option of the member, cashed-in (paid) at the substitute teacher-on-call-per-day-rate or converted to sick leave and added to the member's sick leave accumulation. The option shall be exercised on a form provided for that purpose and shall remain in effect until the member chooses to amend by submitting a subsequent form. If no form is submitted, excess days shall be converted to sick leave.

The accumulation of personal leave for non-certificated personnel shall not exceed five days. Accumulations in excess of five days, as of the first day of any school year, shall be, at the option of the member, cashed-in (paid) at one-half of the substitute teacher-on-call-per-day-rate or converted to sick leave and added to the member's sick leave accumulation. The option shall be exercised on a form provided for that purpose and shall remain in effect until the member chooses to amend by submitting a subsequent form. If no form is submitted, excess days shall be converted to sick leave.

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

To obtain payment for personal leave, the employee shall sign and file with the office of the Executive Director of Human Resources a form (see appendix) pertaining to the allowance for personal leave.

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

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

When personal leave is requested because of personal business which cannot be performed at any other time, the teacher need not describe nor reveal the nature of such business, but need only state, in making the request, that the leave is necessary to attend to personal business which cannot be performed at any other time.

13.04 Religious/Holy Day Leave

Effective January 1, 1992, when absence is required because of a religious holy day and the employee requesting such leave has exhausted his/her allowed days of personal leave, the leave will be granted, and when granted, the teacher shall receive not his/her normal per diem pay, but rather, his/her normal per diem pay less the pay of a substitute teacher for a maximum of nine (9) additional days. Any additional days taken beyond twelve (12) for religious holy days will be at no pay. In the event that such teacher subsequently desires personal leave for other than religious holy days after personal leave has been exhausted, up to three days at no pay may be granted under the terms of Section 13.03.

13.05 Professional Leave

Professional leave may be granted for:

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

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

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

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

13.06 Professional Study

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

13.062 With Compensation

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

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

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

13.063 Without Compensation

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

leave will be granted only after a minimum of two years service in the school system.

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

13.07 Foreign Assignment

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

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

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

13.08 Other Non-Professional Leaves

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

13.09 Return from Leave

Employees on return from unpaid leaves are assured of employment, but not necessarily in their former assignment. Generally, employees who are on a leave of absence must notify the Executive Director of Human Resources, in writing, no later than April 1st, of their intention to return to work the following September or of their intention to extend their leave of absence, if eligible.

13.10 Jury Duty

Employees called to serve on juries will receive full compensation provided written proof of length of duty from bailiff of court is presented to the Human Resources Department. Any compensation received for such duty must be paid to the Board of Education. Time served for jury duty will not be charged to sick leave nor personal leave.

13.11 Compulsory Leave

A person required to respond to a subpoena issued in a matter involving discipline of a student or a court proceeding involving a student or a court proceeding

involving professional services, during a vacation period, shall be compensated at \$70.00 per day or any part of a day upon submission of verification to the Executive Director of Human Resources.

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

Any compensation received by the teacher, other than the above for compulsory leave pay, including but not limited to witness fees, etc., must be paid to the Board of Education. Time served under compulsory leave will not be charged to sick or personal leave.

13.12 Assault Leave

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

No payment shall be made or required for any period during which the employee elects to take sick leave and an employee may apply for assault leave after sick leave has been exhausted.

The employee shall not qualify for, nor accrue, assault leave except upon submission of an application on a form to be furnished by the Board of Education, justifying the granting of assault leave; and if the employee receives medical attention, the employee shall furnish a certificate from his/her licensed physician stating the nature of his/her disability and its expected duration. (See appendix for form.)

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

An employee who is on assault leave must apply for disability benefits under STRS as soon as the employee becomes eligible. Board payment for assault leave shall be discontinued as of the date of the STRS board decision as to whether the employee is eligible for disability benefits or is otherwise eligible for STRS benefits for age or for retirement. An employee who has not been granted STRS disability benefits will be expected to return to work or, if the employee presents appropriate medical documentation, may continue on an unpaid medical leave pursuant to the provisions of Section 13.017 of this Negotiated Agreement. In all other respects not covered by this section, the provisions of O.R.C. §3319.143 shall apply. The Board shall have the right to schedule periodic medical examinations at its expense, not to exceed one per year, to confirm the continuing disability.

An employee who retires pursuant to this section shall have the right to be returned to assignment up to five years after retirement. Upon request, the retiree will be

returned to assignment at the beginning of the subsequent school year provided that an appropriate physician's statement is submitted to the Executive Director of Human Resources by May 1 of the preceding school year.

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

13.13 Eligibility For Fringe Benefits While On Leave

As to leaves taken pursuant to Sections 13.017, 13.02, 13.06, 13.07, and 13.08 employees will waive retirement and all other benefits during the period of such leave except that the Board will, on request, continue the insurance coverage with the following provisions:

- A. The employee may have the following choices of benefit packages as follows:
 - 1. Medical and hospitalization, including Medicare, Section 16.01.
 - 2. Self-insured package, Section 16.02 (includes dental, drug, vision and skilled nursing).
 - 3. Fixed cost income disability and life insurance, Section 16.024.
- B. The employee shall choose one package or multiple packages in any combination.
- C. The cost of the benefits chosen shall be borne by the employee.
- D. The choice shall be made before starting the leave and, once made, shall not be changed, except that the employee may elect at any time to discontinue all benefits for the duration of the leave.
- E. The employee cannot choose benefits in which the employee was not participating prior to the leave.

13.14 Part-Time Proration

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

13.15 COBRA Eligibilities

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

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

- A. The COBRA qualified beneficiary may have two choices as follows:
 - 1. Variable cost hospitalization including Medicare, Sections 16.011 and 16.012.
 - 2. Section 16.02 (includes dental, drug, vision, skilled nursing in one package).
- B. The beneficiary shall choose one, both, or neither.
- C. The cost of the benefit or benefits chosen shall be 102% of applicable premium.
- D. Coverage notification, choice, payment, beginning, and ending shall all be in compliance with rules of COBRA.

14.0 HOLIDAYS

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

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

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

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

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

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

15.0 SEVERE WEATHER AND OTHER EMERGENCIES

During periods of heavy snow or other emergency or severe conditions which necessitate the cancellation of classes by the Superintendent, Local 795 Unit members will not be required to report to their respective assignments. No payroll deductions will be made against those not reporting nor will personal leave or sick leave be affected by the non-reporting.

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

16.0 INSURANCE, FRINGE BENEFITS

16.01 Medical and Hospitalization

16.011 Hospitalization

The Board shall provide medicare, single or family coverage, in either:

Comprehensive Major Medical Plan through Blue Cross and Blue Shield with coverage as follows:

- \$100 deductible, or \$200 for a family;
- 10% copayment to \$2,000, or \$4,000 for a family;
- Lifetime maximum payment of \$1,000,000 (\$250,000 for human organ and tissue transplants);
- Emergency room services for life threatening emergencies, whether or not admitted, will not be subject to provisions for copayment;
- Coverage will be provided for routine physical examinations. The allowable frequency of such routine examinations is as follows:

<u>Age</u>	<u>Frequency</u>
30-39	1 every 5 years
40-49	1 every 3 years
50-59	1 every 2 years
over 60	Annual;

or

Kaiser Community Health Foundation coverage;

or

Super Blue Select coverage as follows:

- \$10.00 copayment required for all outpatient visits (doctor's office or hospital setting);
- Approved ambulance services reimbursable directly by the Board of Education;
- No coverage for routine services (annual physicals, well-baby care, etc.) rendered out of network. These services must be performed by or authorized by your primary care physician;

or

HMO Health Ohio coverage.

16.012 Section 125 (Flexible Spending Account).

16.013 Hepatitis B vaccine for the employee.

16.014 Application

Application for any of the above plans may be made at any time while employed. It is recognized that transfer between plans shall occur at established enrollment periods.

16.015 Medicare

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

16.016 Part-Time Prorate

Members of the bargaining unit employed on less than a full-time basis who elect coverage under 16.01 will have this Board contribution prorated according to the fraction of full-time employment.

16.017 Existing Policies

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

16.018 Benefits and coverages shall not be reduced for the duration of this negotiated agreement.

16.02 Dental, Vision Care, Prescription Drug, and Skilled Nursing

These benefits are self-insured and guaranteed as follows:

Dental: 80% routine/restorative (annual limit of \$2,200) on dental; and
80% orthodontia (lifetime limit of \$2,200).

Prescription Drug: \$ 2.00 deductible - generic
\$ 5.00 deductible - name brand if no generic is available
\$10.00 deductible - name brand if generic is available

Vision Care: Eye Exam - up to \$50.00
Lenses and Frames: Single Vision up to \$120.00
Bifocals up to \$135.00
Trifocals up to \$160.00
Contacts up to \$120.00

Skilled Nursing: The benefits in effect in 1991.

16.021 Local 795 shall have the right to name carriers and agents for the insurance benefits described in this section 16.02. Any changes in carriers or agents shall not result in an insurer's retention rate that is more than one percent (1%) above the composite retention rate being paid at the time a change in carriers or agents is desired.

16.022 Adverse Selection and Part-Time Prorate

Any member of the bargaining unit who participates must enroll in all benefits under Section 16.02 or none.

Members of the bargaining unit employed on less than a full-time basis who elect coverage under 16.02 above will have this Board contribution prorated according to the fraction of full-time employment. This option must be exercised within the first thirty (30) days of employment, and may not be exercised at any other time, and may not be cancelled, withdrawn or amended except in the following circumstances: 1) if the member has a change in marital status; or 2) in the event the member's spouse is involuntarily separated from his/her employment. Any member opting to participate in these coverages under these circumstances may not thereafter cancel such authorization.

16.023 Existing Coverage

No contribution will be made by the Board under 16.02 if the applicant is being covered under 16.02 through the coverage of another Local 795 bargaining unit member.

16.024 Fixed Costs: Disability and Life Insurance

Effective January 1, 1992, the Board will provide for income disability continuity coverage and life insurance the sum of \$15.80 per month, \$189.60 per year, for each full-time member of the bargaining unit.

- a. The Board will provide full life insurance coverage to all members assigned three-eighths (3/8) time or more, and half life insurance coverage to all members assigned less than three-eighths (3/8) time.
- b. The Board will provide income disability coverage to all members regardless of part-time or full-time status.

Monthly Coverage	\$ 15.80
Total Yearly Coverage:	\$189.60

Income Disability: The benefits in effect during 1991.

Life Insurance: Fifty Thousand Dollars (\$50,000) per employee.

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

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

16.025 Multiple Bargaining Units

Should a member of the Local 795 bargaining unit employed part-time have additional part-time work in another bargaining unit within the district, the member will be entitled to the Board paid prorata percentage for benefits described in Section 16.00 from both part-time positions. Should the total prorata percentage be insufficient to cover the cost of the benefits, which shall be those of the bargaining unit from which the member derives the most income, the difference shall be paid by payroll deductions. Should the combined prorata percentage exceed the cost of benefits, the Board shall contribute only the necessary amount.

16.026 Changes

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

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

In addition to the provisions in the first two paragraphs of this section, Local 795 may regularly negotiate changes in benefits, carriers, agencies in the aforementioned plans providing that the negotiated changes do not increase Board contributions as set forth in Section 16.024 Fixed Costs.

Any changes in benefits, carriers, agencies in the aforementioned plans shall be subject to Board approval. Providing that the fixed costs conditions of Section 16.024 have been met, such Board approval shall not be denied or withheld. The Board shall have the right to know the reason for the changes.

16.03 Other Benefits

16.031 Workers' Compensation

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

16.032 Retirement Severance Pay

A member of the bargaining unit who has ten years or more of service with the Board may elect at the time of retirement from active service under the State Teachers Retirement System Law to be paid in cash for part of the value of his/her accrued but unused sick leave credit. Such payment shall be based on the teacher's rate of pay at the time of retirement. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the teacher at that time. Payment shall be made only once to any teacher. The maximum payment which may be made under this resolution shall be one-fourth of three hundred days (75); plus one-eighth of three hundred-one through four hundred (301-400) days.

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

16.033 Washington National

Payroll deduction for carriers of Washington National Income Protection insurance shall be provided.

16.034 Employee Assistance Program

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

17.0

SALARY SCHEDULE PLACEMENT

17.01 Experience (evaluated at time of hiring)

17.011 Outside System

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

17.012 Within System

As designated on the salary schedule for each training category.

17.02

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

SALARY SCHEDULES
STAGE DIRECTOR
(200 Day Schedule)

<u>Step</u>	<u>8/94</u>	<u>8/95</u>	<u>8/96</u>
1	21,500	22,100	23,000
2	22,000	22,700	23,700
3	22,300	23,000	24,000
4	22,900	23,600	24,600
5	23,400	24,100	25,100
6	24,700	25,400	26,500
7	25,400	26,200	27,300
8	26,500	27,300	28,500
9	28,200	29,000	30,200
10	29,200	30,100	31,400
11	30,300	31,200	32,500
12	32,100	33,100	34,500
13	32,600	33,600	35,000

MEDIA TECHNICIANS
(190 Day Schedule)
CLASS A

<u>Step</u>	<u>8/94</u>	<u>8/95</u>	<u>8/96</u>
1	14,500	14,900	15,500
2	15,400	15,900	16,600
3	15,800	16,300	17,000
4	16,400	16,900	17,600
5	16,700	17,200	17,900
6	17,600	18,100	18,900
7	18,300	18,800	19,600
8	18,600	19,200	20,000
9	19,300	19,900	20,700
10	19,800	20,400	21,300
11	20,600	21,200	22,100

CLASS B

1	18,100	18,600	19,400
2	18,600	19,200	20,000
3	19,200	19,800	20,600
4	19,800	20,400	21,300
5	20,200	20,800	21,700
6	20,900	21,500	22,400
7	21,800	22,500	23,500
8	22,300	23,000	24,000
9	22,900	23,600	24,600
10	23,300	24,000	25,000
11	25,500	26,300	27,400

Class A Media Technicians not holding an Associate Degree in library and or media technology.
Class B Media Technicians holding an Associate Degree in library or media technology.

TEACHERS, CERTIFIED LIBRARIANS, AND DEGREED NURSES
Effective August 1, 1994

<u>Step</u>	<u>BA</u>	<u>BA10</u>	<u>BA20</u>	<u>MA</u>	<u>MA10</u>	<u>MA20</u>	<u>MA30</u>	<u>MA40</u>	<u>PhD/EdD</u>
1	25,500	25,800	26,300	27,300	28,200	28,900	29,200	29,900	30,800
2	25,900	26,500	26,800	28,300	29,000	29,700	30,400	31,300	32,100
3	26,700	27,300	27,700	29,100	29,800	30,600	31,700	32,300	32,900
4	27,500	28,200	28,400	29,900	30,800	31,800	32,400	33,000	33,900
5	28,300	28,900	29,100	31,300	32,100	32,600	33,500	34,300	35,100
6	31,800	32,300	32,600	35,900	36,900	37,400	38,200	39,200	39,800
7	32,400	32,900	33,500	37,200	37,600	38,300	39,300	40,100	40,600
8	33,000	33,600	34,300	38,000	39,200	39,400	40,200	40,700	41,700
9	33,900	34,400	35,100	39,200	39,800	40,500	41,400	41,900	42,700
10	34,700	35,200	35,700	40,100	40,600	41,500	42,100	43,100	43,900
11	39,300	39,800	40,200	45,600	46,500	47,400	48,000	48,400	49,200
12	40,600	41,400	41,700	47,700	48,200	49,000	49,900	50,400	51,500
13	42,100	42,700	43,200	49,800	50,200	51,000	51,800	52,600	53,200
14	43,900	44,400	44,800	51,700	52,200	52,900	53,700	54,400	55,100

TEACHERS, CERTIFIED LIBRARIANS, AND DEGREED NURSES
Effective August 1, 1995

<u>Step</u>	<u>BA</u>	<u>BA10</u>	<u>BA20</u>	<u>MA</u>	<u>MA10</u>	<u>MA20</u>	<u>MA30</u>	<u>MA40</u>	<u>PhD/EdD</u>
1	26,300	26,600	27,100	28,100	29,000	29,800	30,100	30,800	31,700
2	26,700	27,300	27,600	29,100	29,900	30,600	31,300	32,200	33,100
3	27,500	28,100	28,500	30,000	30,700	31,500	32,700	33,300	33,900
4	28,300	29,000	29,300	30,800	31,700	32,800	33,400	34,000	34,900
5	29,100	29,800	30,000	32,200	33,100	33,600	34,500	35,300	36,200
6	32,800	33,300	33,600	37,000	38,000	38,500	39,300	40,400	41,000
7	33,400	33,900	34,500	38,300	38,700	39,400	40,500	41,300	41,800
8	34,000	34,600	35,300	39,100	40,400	40,600	41,400	41,900	43,000
9	34,900	35,400	36,200	40,400	41,000	41,700	42,600	43,200	44,000
10	35,700	36,300	36,800	41,300	41,800	42,700	43,400	44,400	45,200
11	40,500	41,000	41,400	47,000	47,900	48,800	49,400	49,900	50,700
12	41,800	42,600	43,000	49,100	49,600	50,500	51,400	51,900	53,000
13	43,400	44,000	44,500	51,300	51,700	52,500	53,400	54,200	54,800
14	45,200	45,700	46,100	53,300	53,800	54,500	55,300	56,000	56,800

TEACHERS, CERTIFIED LIBRARIANS, AND DEGREED NURSES
Effective August 1, 1996

<u>Step</u>	<u>BA</u>	<u>BA10</u>	<u>BA20</u>	<u>MA</u>	<u>MA10</u>	<u>MA20</u>	<u>MA30</u>	<u>MA40</u>	<u>PhD/EdD</u>
1	27,400	27,700	28,300	29,300	30,200	31,100	31,400	32,100	33,000
2	27,800	28,500	28,800	30,300	31,200	31,900	32,600	33,600	34,500
3	28,700	29,300	29,700	31,300	32,000	32,800	34,100	34,700	35,300
4	29,500	30,200	30,500	32,100	33,000	34,200	34,800	35,400	36,400
5	30,300	31,100	31,300	33,600	34,500	35,000	36,000	36,800	37,700
6	34,200	34,700	35,000	38,600	39,600	40,100	41,000	42,100	42,700
7	34,800	35,300	36,000	39,900	40,300	41,100	42,200	43,100	43,600
8	35,400	36,100	36,800	40,800	42,100	42,300	43,200	43,700	44,800
9	36,400	36,900	37,700	42,100	42,700	43,500	44,400	45,000	45,900
10	37,200	37,800	38,400	43,100	43,600	44,500	45,200	46,300	47,100
11	42,200	42,700	43,200	49,000	49,900	50,900	51,500	52,000	52,900
12	43,600	44,400	44,800	51,200	51,700	52,600	53,600	54,100	55,300
13	45,200	45,900	46,400	53,500	53,900	54,700	55,700	56,500	57,100
14	47,100	47,600	48,100	55,600	56,100	56,800	57,700	58,400	59,200

NON-DEGREE NURSE
3 Years - 90 Hours

<u>Step</u>	<u>8/94</u>	<u>8/95</u>	<u>8/96</u>
1	21,500	22,100	23,000
2	22,300	23,000	24,000
3	23,100	23,800	24,800
4	24,100	24,800	25,900
5	24,900	25,600	26,700
6	25,900	26,700	27,800
7	26,800	27,600	28,800
8	28,200	29,000	30,200
9	29,000	29,900	31,200
10	29,700	30,600	31,900
11	31,700	32,700	34,100

NON-DEGREE NURSE
3 Years+15 - 105 Hours

<u>Step</u>	<u>8/94</u>	<u>8/95</u>	<u>8/96</u>
1	21,800	22,500	23,500
2	22,900	23,600	24,600
3	23,400	24,100	25,100
4	24,400	25,100	26,200
5	25,200	26,000	27,100
6	26,500	27,300	28,500
7	27,500	28,300	29,500
8	28,400	29,300	30,500
9	29,200	30,100	31,400
10	29,900	30,800	32,100
11	32,100	33,100	34,500

ANCILLARIES

<u>Step</u>	<u>8/94</u>	<u>8/95</u>	<u>8/96</u>
1	12,300	12,700	13,200
2	13,200	13,600	14,200
3	14,000	14,400	15,000
4	15,100	15,600	16,300
5	15,800	16,300	17,000
6	16,600	17,100	17,800
7	17,600	18,100	18,900
8	18,500	19,100	19,900

NON-CERTIFIED LIBRARIANS
Non-Degree

<u>Step</u>	<u>8/94</u>	<u>8/95</u>	<u>8/96</u>
1	19,300	19,900	20,700
2	20,100	20,700	21,600
3	20,900	21,500	22,400
4	21,600	22,200	23,100
5	22,300	23,000	24,000
6	23,200	23,900	24,900
7	24,400	25,100	26,200
8	25,500	26,300	27,400
9	26,500	27,300	28,500
10	27,500	28,300	29,500

NON-CERTIFIED LIBRARIANS
College Degree

<u>Step</u>	<u>8/94</u>	<u>8/95</u>	<u>8/96</u>
1	21,600	22,200	23,100
2	22,600	23,300	24,300
3	23,400	24,100	25,100
4	24,700	25,400	26,500
5	25,500	26,300	27,400
6	26,500	27,300	28,500
7	27,500	28,300	29,500
8	28,900	29,800	31,100
9	29,700	30,600	31,900
10	30,600	31,500	32,800

NON-CERTIFIED LIBRARIANS
College + 10 Library Science

<u>Step</u>	<u>8/94</u>	<u>8/95</u>	<u>8/96</u>
1	22,100	22,800	23,800
2	23,100	23,800	24,800
3	24,200	24,900	26,000
4	25,100	25,900	27,000
5	25,900	26,700	27,800
6	26,800	27,600	28,800
7	28,200	29,000	30,200
8	29,100	30,000	31,300
9	30,300	31,200	32,500
10	31,300	32,200	33,600

17.04	<u>Substitute Salary Schedule</u>	<u>9/94</u>	<u>9/95</u>	<u>9/96</u>
	Regular substitutes on call — Per day of service	\$72	\$74	\$77
	Substitutes for 10-20 consecutive days on one assignment---Per day of service	\$79	\$81	\$84
	Substitutes from 21-59 consecutive days on one assignment---Per day of service	\$87	\$90	\$94
	Substitutes for 60 days or more on one assignment	Placement on Teacher's Pay Scale, BA Step 1 with Benefits		
	Teachers of homebound pupils: (per hour)	Step 1 18.35	18.90	19.70 (0-5 yrs)
	(Official Home Bound Instruction Program)	Step 2 19.53	20.12	20.98 (over 5 yrs)

Note: Step placement on this salary schedule is based on years of service in Cleveland Heights-University-Heights as a teacher or tutor, or for certificated teaching experience in another district.

17.05 Long-Term Substitutes

17.051 A substitute becomes a long-term substitute upon the sixtieth work day of assignment in one specific teaching position in one school year.

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

18.0 EXTENDED TIME - DAYS WORKED OUTSIDE OF CONTRACTED DAYS

Effective 1/1/95 certificated staff members of the bargaining unit offered extended time shall be compensated at the rate of 60% of per diem for 6 working hours.

19.0 DIFFERENTIALS/SUPPLEMENTAL CONTRACTS

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

19.01 A differential of \$300 per year for the following positions:

- Teachers of all Special Education classes
- Language/Speech Pathologists

If the teacher works part time in any of these positions, the differential shall be a percentage of the \$300, depending upon the percentage worked.

19.02 Counselors, Psychologists, Nurses, Chapter I Teacher Coordinator and Social Workers

Salaries for their 200 day contract will be computed by using the position on the salary schedule with the MA column as a maximum times a 1.1 ratio plus the amount for additional training beyond the Master's degree. The Chapter I Teacher Coordinator shall have 2 hours per week to coordinate the program.

19.03 Secondary Vocational Education Teachers who accept a second unit of students shall receive a differential of 1.12 per year.

19.04 Supplemental Contracts

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

A certificated staff member will receive a supplemental contract for the following school sponsored extra-curricular activities. Compensation for such activities shall provide for the total compensation for all additional time worked. Such compensation also shall be in lieu of any released time except as noted.

No activity which is listed in 19.041 shall be operated except as an activity for which a supplemental contract is offered.

19.041 Supplementals - *Effective 7/1/94 Supplementals are multiples of X (X = .08 x BA Minimum)*

<u>Category</u>	<u>Effective 7/94:</u>	<u>Effective 7/95:</u>	<u>Effective 7/96:</u>
A 2.2	4488	4629	4822
B 1.5	3060	3156	3288
C 1.0	2040	2104	2192
D 0.8	1632	1683	1753
E 0.7	1428	1473	1534
F 0.6	1224	1262	1315
G 0.4	816	842	877
H 0.3	612	631	658
I 0.2	408	421	438

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

Category A: H Freshman Faculty Manager plus \$1000, Faculty Manager plus \$500 each; HHC Football, Basketball

Category B: M Faculty Managers; HHC Baseball, Track, Swimming, Wrestling, Soccer, Ice Hockey, Softball, Field Hockey, Volleyball; HAC Football, Basketball

Category C: H Intramurals, Forensics, Newspaper Advisor, Annual Advisor, Music-Instrumental and Vocal, Cheerleaders, Drill Team, Department Liaison (elected by department members); HHC Cross

Country, Tennis, Golf, Gymnastics; HAC Track, Baseball, Soccer, Wrestling, Swimming, Softball, Field Hockey, Ice Hockey, Volleyball; MHC Football, Basketball, Wrestling.

Category D: H Publications Business Manager (no homeroom); M Intramurals, MHC Baseball, Soccer, Track, Tennis, Volleyball, Softball, Field Hockey; HAC Tennis, Cross Country.

Category E: H Dramatics (2 plays), Multi-Cultural Center Advisor, Student Council Advisor, Swim Cadets, Class Advisor, MAC Basketball, Football, M Free Book Inventory.

Category F H Marching Band (2 additional); E M H Conflict Mediation Advisor; M Vocal Concert (2 evening concerts per year per presenter), Instrumental Concert (2 evening concerts per year per presenter) MAC Track (1 per school), Field Hockey.

Category G H Chess, Hall of Fame, Literary Magazine, National Honor Society; M Assemblies and Dramatics, Cheerleaders, Drill Team, Newspaper, Social Director, Stage, Student Council, Ticket Manager; E School Crossing Guard Supervisor, E Vocal Concert (2 evening concerts per school year), Foreign Language Travel (Boulevard).

Category H E M H Conflict Mediation Assistant, M Chess.

Category I E Instrumental Concert (1 evening concert per school per year)

19.042 Time Schedule of Supplemental Contract Payment

Personnel holding supplemental contracts that require year long activities will be paid on a monthly basis. This payment will be included in the regular paycheck.

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

The high school football coaches who work during the month of August will be paid 1/2 of the supplemental contract salary at the close of the third week in September. The remainder of the salary will be paid at the close of the football season.

19.05 A certified staff member may receive compensation for supervision of a school sponsored activity recommended by the principal and approved in advance by the Superintendent, when such service is for two or more consecutive days, Saturdays and Sundays are not included. The activity must be beyond the official school calendar to be approved for compensation. The amount of compensation will be subject to budgetary limitations and allocations of funds, with an eight hour day and regular contract salary, prorated, as maximums.

19.06 New Supplemental Contracts

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

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

20.0 CURRICULUM WRITING

Members of the bargaining unit shall be paid for writing curriculum guides, courses of study, etc. Curriculum guides are normally for:

<u>Secondary Schools</u>	<u>Elementary Schools</u>
6 week courses	
9 week courses	
Semester Courses	Semester Courses
Two-Semester Courses	Two-Semester Courses

The director in charge and the committee department chairperson, where applicable, shall confer with the teacher to determine the days which will be allowed and paid. Effective 1/1/95 payment shall be at the rate of \$100.00 per day when performed outside of normal work hours.

21.0 SUBSTITUTE DUTIES AND AUTHORIZED ADDITIONAL DUTIES

Regular duties of a teacher shall include the duty to cover for an absent teacher when directed to do so by the teacher's immediate supervisor. This does not decrease the obligation of the administration to obtain substitute teachers for such duties whenever sufficient notice of an absence has been received. In the event an elementary/secondary teacher is asked to assume the assigned responsibilities of another teacher, the teacher shall be paid at the rate of \$8.25 for 5-25 minutes, and \$16.50 for 26-50 minutes. In the event an elementary teacher is asked to assume the responsibilities of another teacher, the teacher shall be paid at the rate of \$99.00 per day (\$16.50 per hour). The current practice of teachers mutually agreeing to cover or substitute for each other for one or more periods but for less than a day shall not be affected by this provision but shall continue as in the past, subject, however, to the approval of the immediate supervisor of any such temporary and short substitution.

Elementary teachers will be compensated at the above rate for attendance at Kindergarten Night, Elementary Concerts, and Elementary Family Math.

22.0 ELEMENTARY CLASSROOM CLOSING

Effective 1/1/95 K-5 regular classroom teachers, special education teachers, and foreign language teachers assigned to elementary schools shall be entitled to one-half (1/2) day paid at the rate of \$75.00 during the week following the end of school for elementary classroom closing. Service provided under this section shall be voluntary.

23.0 CERTIFICATION

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

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

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

24.0 TRANSCRIPTS AND ADDITIONAL TRAINING

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

24.02 In addition to credit allowed at the time of a teacher's original employment by this system for teaching service outside this system, and in addition to credit for teaching service in this system, experience credit shall be granted for service in the armed forces of the United States to the extent of one year's credit for each full year of such service as evidenced by an honorable discharge certificate. Compensation for a fractional year of military service shall be prorated at the rate of \$200 per year. However, the maximum experience credit to be allowed for service in the armed services of the United States shall be an amount which, if combined with credit allowed for teaching service outside this system, shall total not more than five years.

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

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

24.031 An individual may take courses in the area of his/her current assignments, fulfilling the requirements of an advanced degree program in his/her current assignment, without prior approval from the Superintendent. An individual who is taking graduate level courses in pursuit of two (or more) advanced degrees simultaneously shall receive prior approval from the Superintendent for enrollment in all except one of the advanced degree programs in his/her teaching assignment. Such individual shall receive salary credit beyond the

MA schedule for credit hours earned upon completion of the requirements for the two (or more) advanced degrees awarded, provided that the requirements of the first sentence of this section have been satisfied.

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

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

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

25.0 PRE-EMPLOYMENT

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

25.02 If during the preemployment procedures occurring during the first ninety (90) working days of employment, the Executive Director of Human Resources concludes the employee has misrepresented or falsified any documents or has failed to meet the requirements set forth in Policy 4113, the employee shall be released from employment and the conditional offer of employment shall be rescinded. The employee will not be entitled to any termination proceedings under O.R.C. §3319.16 nor to any proceeding under the contract or grievance procedure, except as set forth herein. Prior to release from employment, the District will follow these procedures:

- a. The District shall use the factors set forth in O.A.C. §3301-20-01 (D) (or such similar provision in the final regulations as adopted by the State Board of Education) in considering whether to release the employee.
- b. The employee will be entitled to a meeting or meetings for purposes of being informed of the facts and reasons for the decision to release the employee from employment and to provide the employee an opportunity to rebut or explain any alleged falsifications, misrepresentations or failures to fulfill the requirements of Policy 4113.
- c. Prior to any of the aforementioned meetings, the employee shall be given a copy of the FBI or BCI report, or such other documentation that indicates

there was a falsification in the application process or a failure to fulfill the requirements of Policy 4113.

d. The employee shall be informed of his/her right to union representation.

25.03 If preemployment criminal history information is received after the first ninety (90) working days and reveals a failure to fulfill the requirements of O.R.C. §3319.39, the employee may be subject to being released from employment. Prior to release from employment, the District will follow the procedures set forth in Section 2, subsection a through d above. Further, the employee will not be entitled to any termination proceedings under O.R.C. §3319.16, but may file a grievance under the contractual procedure if the District, after consideration of the factors in O.A.C. §3301-20-01 (D), decides to release the employee from employment whether or not required to do so by the statute. If the grievance is taken to arbitration under this paragraph, the arbitrator may sustain a grievance only upon a finding that the District acted in an arbitrary or unreasonable manner in reaching its decision.

25.04 If after the employee has been placed on regular contract status, the Board receives information which reveals a failure to meet the requirements of Policy 4113 (other than for the reasons set forth in the preceding paragraph), or that the employee may have misrepresented or falsified any documents, that employee's employment may be subject to termination. If the District determines to initiate employment termination for such reason(s), it shall follow the procedures of O.R.C. §3319.16 and the employee shall be entitled to follow these procedures.

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

26.0 PROBATIONARY YEARS

The years of service until a continuing contract is granted are probationary years.

27.0 HOURS OF EMPLOYMENT

27.01 The teachers' school year shall consist of 190 days of service, 38 weeks, in accordance with the official school calendar. Librarians are to work the same year as teachers with libraries opening the first day of school and closing the last day of school.

27.011 The normal work day at school for teachers is 8:15 a.m. to 3:45 p.m.

27.012 Effective September, 1994, the normal work day for middle school and high school librarians is 8:15 a.m. to 4:15 p.m., or such other time as the principal of each school shall determine so long as the length of the normal day does not exceed 8 hours. The normal work day for elementary librarians is 8:15 a.m. to 3:45 p.m.

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

27.013 The normal work day for Speech and Hearing Therapists is 8:15 a.m. to 3:45 p.m.

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

27.015 Teacher assignments in the high school generally shall not have more than three preparations daily.

Teacher assignments in the middle schools generally shall not have more than three preparations daily. Assignments where no academic credit is given shall not be considered a preparation. This paragraph will become effective with the 1986-87 school year.

A teacher whose teaching assignment requires travel between buildings shall be paid mileage at the Board's approved rate.

27.016 Elementary School Staggered Lunch

Effective for the 1989-90 school year, there will be a staggered lunch period in all eight elementary schools. The staggered elementary lunch period shall be operated on an experimental basis, shall be reviewed and examined during the school year, and at the end of the school year, and shall continue to be negotiable. If any alteration is proposed to the 1988-89 or 1989-90 elementary school lunch programs, the Board and the Union shall negotiate. Continuation of the 1988-89 or 1989-90 plans does not require negotiation.

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

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

27.04 Teachers new to the school system shall serve three additional days prior to the beginning of their contract for the purpose of orientation and workshop activities.

27.05 Meetings

27.051 Staff Meetings - Required school meetings of the entire school staff shall not exceed twelve per year. These can include one systemwide opening day meeting, one building opening day meeting, one building meeting during the professional closing days in June, and one school faculty meeting each month, September through May. Secondary meetings shall dismiss by 4:00 p.m. and elementary meetings shall dismiss by 4:30 p.m. Some elementary school staffs desire to meet from noon to 12:50 p.m. Some elementary school staffs desire to meet instead from 8:00 a.m. to 8:45 a.m. on a weekly basis. All such plans, that have the mutual agreement and consensus of the building faculty and administration and do not seriously violate the 8:15 a.m. to 3:45 p.m. normal day, are allowable. The school

administration may, in addition to the above, hold, during the school day, two more meetings per year.

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

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

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

27.052 Departmental and Grade Level Meetings - Departmental and grade level meetings shall be scheduled within the 8:15 a.m. to 3:45 p.m. normal day.

27.053 Teacher Conferences with Community Agencies - There are times when teachers are called to meetings with outside consultants, psychologists, Pupil Services Department personnel, school social workers and the like. Because teachers are not obligated to attend meetings beyond the 8:15 a.m. to 3:45 p.m. normal day, scheduling of such meetings that involve participation of representatives from other professions and other community agencies shall be determined by mutual consent of all parties involved.

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

27.054 In-Service Training Courses - All in-service training courses, except as provided below, shall be voluntary and compensated pursuant to one or more of the following alternatives as offered by the Board:

1. An hourly rate of \$13.00 per hour effective 8/1/94; or
2. One CEU for each 10 contact hours; or
3. Graduate credit if offered by an accredited college or university; or
4. One-half credit for salary purposes for every nine contact hours or any fraction thereof.

In-service training held on days when students are scheduled to be in attendance must be held between 8:15 a.m. and 3:45 p.m., must be divided

into morning and afternoon sessions of equal length, and must provide a lunch break of not less than one-and-one quarter hours.

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

Members of the bargaining unit who are presenters or facilitators at district approved in-service training courses shall be compensated at the rate of \$16.50 per hour for pre-approved preparation and \$26.00 per hour for presentation when these activities occur outside normal working hours.

27.055 Curriculum Night/Daytime Open House - Our school district traditionally has an all district open house in which our community is invited to tour the buildings and visit classrooms. In addition, our school district traditionally has one evening curriculum night per school in which the staff meets parents and explains the curriculum and the educational program. Attendance at this function is required. Teachers may be absent from Curriculum Night for the reasons enumerated in Section 13.0 of this Agreement. Teachers intending to be absent from Curriculum Night are to communicate this intention to their principal.

Some schools in our district have more than one Curriculum Night, for instance, by dividing the function so that there is a K-3 Curriculum Night and a 4-5 Curriculum Night. Because this does not increase the responsibility of the teacher, nothing in this section shall be interpreted to mean that such practices cannot continue.

Exception: Where an elementary school has traditionally held two Curriculum Nights per year or one Curriculum Night and one evening grade level meeting per year, such practice shall continue.

27.056 Extra-Curricular Activities - Participation in extra curricular activities is voluntary. Both the Union and Administration encourages teachers to participate in such activities as their time and interests permit.

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

28.0 CONTRACTS AND EVALUATIONS

- .01 The Board of Education shall issue limited and continuing contracts as prescribed and in compliance with the Ohio Revised Code. The following Sections, 28.02 through 28.07, are a short synopsis of some of the rules.
- .02 Contracts will be issued to certificated members only. It is the responsibility of the member to secure a certificate from the State Department of Education and register the certificate in the Human Resources Department.

- .03 To be eligible for a continuing contract for the ensuing September-June school year, members must file a professional or higher certificate in the Human Resources Department prior to or on March 20 of the current school year. Members filing a professional or higher certificate after March 20 shall be considered to have filed prior to March 20 of the ensuing school year.
- .04 To be eligible for a continuing contract (tenure) the member must have been employed as a limited contract teacher in the district for three of the last five years and must be properly certificated or the member must have attained continuing contract status elsewhere, in which instance, the service time requirement in the district shall be two years. Exceptions to the two year requirement for previously tenured members must comply with the Ohio Revised Code, and must have the recommendation of the Superintendent.
- .05 Upon the recommendation of the Superintendent that a member eligible for continuing contract status be re-employed, and approval by the Board of Education, as prescribed and in compliance with the Ohio Revised Code, of the Superintendent's recommendation, a continuing contract shall be entered into between the Board and the member.
- .06 Members, eligible for continuing contract status, who have not attained continuing contract status elsewhere, may be temporarily re-employed for up to two years, under a limited contract(s), as prescribed and in compliance with the Ohio Revised Code, or if recommended by the Superintendent and approved by the Board. If a bargaining unit member is given such limited contract, the employee will be provided recommendations on the evaluation form for performance improvement.
- .07 Members certificated, provisionally, professionally or higher, in more than one area and more than one discipline, shall be eligible for continuing contract status based on the professional, permanent or life certificate, regardless of the area or discipline in which the member is assigned.

28.08 Evaluation Procedures

28.081 Program for Teacher Evaluation

The evaluation procedure that follows is the contractually agreed procedure for this Local 795 bargaining unit. It was negotiated between October 1, 1989, and September 30, 1990, and became retroactively effective on September 4, 1990. It changes Ohio Revised Code only in the areas and dates delineated, including Sections 28.082 (1), (4), (5), (6), (7) and 28.084. All other rights, including hearing rights, accruing and deriving from the Ohio Revised Code, including among them, ORC Section 3319.11, are protected statutory rights of the members of the bargaining unit. Evaluations conducted under this procedure must, except for the areas and dates delineated, comply with ORC 3319.11.

28.082 Evaluators, Procedures, Dates

- 1. Evaluators must be administrators and have one of the following (a through g) certificates or qualifications except for the entry year internship.
 - a. Principal Certificate
 - b. Assistant Superintendent Certificate
 - c. Superintendent Certificate
 - d. Educational Administrative Specialist in the area of vocational directorship
 - e. General Supervisor Certificate

- f. Vocational Supervisor Certificate
- g. Certain Administrators without the above certificates explained below:

During internship (#1 above) the assignment of the evaluator shall be determined by the entry year internship mentor-teacher program according to the rules of the entry year internship mentor-teacher program.

Certain administrators (#g above) are certificated staff who do not have administrative certification. When such an administrator is assigned supervisory responsibility for certificated staff, the Executive Director of Human Resources may assign that administrator to evaluate as well as supervise the assigned staff.

- a. Administrators who are not based in school buildings and who are responsible as evaluators shall be responsible for writing all formal observations and evaluations of any teacher assigned to them for evaluation purposes.
- b. These administrators shall consult with the building principal(s) of all teachers assigned to them for evaluation purposes.
- c. Should the consultations between the teacher's assigned evaluator and the building principal(s) result in the issuance of a "U" unsatisfactory rating on the formal evaluation based on input from the building principal(s), that principal shall be present at the evaluation conference and will also sign the evaluation form.
- d. If the evaluating administrator is unable to complete the evaluation because of an extended unforeseen absence, for example for a serious illness, the Executive Director will assign another administrator to complete the evaluation.

During a school year, each certificated staff member will be evaluated by only one of the above people (#s 1.a through g).

- 2. At least two thirty-minute observations must be made for each evaluation by the evaluator assigned.
- 3. Should a written evaluation note areas of performance in which improvement is desired, then the same written evaluation must include specific recommendations for improvement in the area or areas noted.
- 4. No limited contract teacher may be non-renewed for performance unless the evaluations specified in Section 7 below have been performed. Teachers non-renewed for reasons of reduction in staff pursuant to Article 28 need not be evaluated.
- 5. The first evaluation must be completed with a written report to the teacher no later than January 15.
- 6. The second evaluation must be completed with a written report to the teacher no later than April 1.

7. Limited Contract Evaluation Schedules:
- a. The two evaluations per September-June school year noted with the completion dates of January fifteenth and April first shall be effective for limited contract teachers hired/employed previous to December first of that school year.
 - b. One evaluation with a completion date of April first shall be considered sufficient for limited contract teachers hired between December first and February fifteenth of a September-June school year.
 - c. Evaluation is not required for limited contract teachers hired after February fifteenth of a September-June school year.
 - d. Generally, limited contract teachers with seven or more years of teaching experience in the district shall be placed on a two year evaluation cycle.

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

28.083 Continuing Contract Teachers

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

28.084 Pertinent Dates

September 1	Evaluations begin
October 1	Notification deadline for evaluation of continuing contract people
November 30	Last hire date for two evaluation people
January 15	First evaluation deadline
February 15	Last hire date for one evaluation people
March 20	Last date for filing of professional certificates
April 1	Second evaluation deadline
June 1	Evaluations completed on continuing contract people

28.09 Evaluation Procedures Delineated

28.0901 Introduction & Goals

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

1. Provide recognition and commendation for quality instruction.
2. Improve instruction in all areas at all levels.
3. Promote a supportive and nurturing classroom environment.
4. Eliminate ineffective instructional practices.
5. Develop more positive and cooperative staff attitudes.

6. Develop greater flexibility and adaptability to new ideas and situations.
7. Assure that only the best possible candidates receive tenure in our district.
8. Assure greater uniformity and consistency within the evaluation process.

28.0902

The Guidelines

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

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

28.0903

Evaluation/Observation/Commentary Forms

The Classroom Observation Form (#HR2921), the Teacher Evaluation Form (#HR2922) and the Commentary Form (#HR2923) are typically provided by the Human Resources Department. However, these forms may be computerized and prepared by another administrator or designee other than the Human Resources Department. As long as the content of the form is identical to the content of the form which is prepared by the Human Resources Department and incorporated into this Negotiated Agreement in the Appendix, the form shall be acceptable despite differences in appearance such as type of font style, spacing, paper size, margins, tabs, and other items in like category. There are four sections:

Teaching Methods/Approaches/Performance
Teacher/Pupil Relations
Classroom Appearance and Organization
Professional Duties and Responsibilities

These sections are supported by formal and informal classroom observations, verbal and written directives, commendations, reprimands and conferences.

The KEY is used to mark the performance of a teacher.

Satisfactory: This mark is given when the teacher has successfully fulfilled all defined indicators.

Unsatisfactory/Needs Improvement: This mark is given to the numbered category when one or more of the defined indicators is judged to be unsatisfactory.

Not Applicable: This mark is used when the observer/evaluator judges the category to be irrelevant to the evaluator or observer.

Not Observed: The category and/or defined indicators have not been observed.

28.0904 **Comments**
This section is reserved for laudatory statements concerning performance and/or statements concerning areas that have been marked **Unsatisfactory** or **Needs Improvement**. When these marks are given, specific deficiencies must be stated and specific recommendations and means for improvement must be included.

When additional pages are needed for comments, the evaluator and teacher should initial and date each sheet.

28.0905 **Recommendation for Employment**
This section is completed for each teacher evaluated. Recommendations could include nonrenewal, extended limited, renewal and/or tenure.

28.0906 **Teacher Signature**
If a teacher refuses to sign an observation, commentary or evaluation form, the evaluator is to record and date this fact on the form.

28.0907 **Copies**
A. **Teacher Evaluations & Commentary**
Copies of evaluations and commentaries must be distributed to teacher, evaluator, and to the Board Personnel File.

B. **Classroom Observation**
Copies of observations are distributed to teacher and evaluator.

28.0908 **Evaluation Cycles**
A. The Executive Director of Human Resources will supply each evaluator with a list of all their staff to be evaluated during the current school year.
B. The Executive Director of Human Resources will distribute to all evaluators a list of the staff assigned to more than one (1) building, their cycle and the evaluator responsible for the evaluation.

28.0909 **Evaluator's Responsibilities**
A. Evaluator will notify those teachers being evaluated during the current school year.
B. Evaluator will retain a copy of the completed evaluation, commentary and observation forms.

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

28.0910 **CLASSROOM OBSERVATION AND EVALUATION FORMS**
TEACHING METHODS / APPROACHES / PERFORMANCE

1. **Teacher preparation**
 - a. The lesson relates to previous work.
 - b. Appropriate follow-up activities or assignments have been planned.
 - c. The teacher has planned for evaluation of instruction.

2. **Lesson plans**
 - a. Written lesson plans are available, up to date, include specific objectives, and give directions for instruction and implementation of courses of study.
 - b. Lesson plans are available to substitutes.
 - c. The teacher uses classroom performance and test data to revise instruction.

3. **Preparation of students for lesson**
 - a. The teacher clearly explains what the students are expected to do during class time.
 - b. The teacher clearly explains the assignment.
 - c. The teacher fosters good work habits on the part of the students.
 - d. The teacher appropriately prepares students for lessons/experiences such as assemblies, field trips, speakers, etc.

4. **Quality of classroom instruction**
 - a. Instruction contains elements of a good lesson: introduction, goal setting, direct instruction, practice, summation and closure.
 - b. The teacher encourages classroom discussion.
 - c. The teacher engages the students in the lesson.
 - d. The teacher stimulates and challenges the students to use higher levels of thinking skills.
 - e. The teacher encourages the students to ask questions.
 - f. The teacher plans classroom activities so students can work cooperatively.
 - g. The teacher paces the lesson appropriate for students' understanding.
 - h. The teacher employs a hierarchy of questions.
 - i. The teacher uses effective motivational techniques in the classroom.

5. **Attention to individual differences**
 - a. The teacher gives individual students tasks appropriate to their ability/achievement level.
 - b. The teacher varies questions and teaching strategies when a student is unable to understand.
 - c. The teacher uses available school/district resources to meet the needs of students.
 - d. The teacher attempts to elicit responses from all students.
 - e. The teacher demonstrates the ability to work with individuals, small groups and large groups.

6. **Use of class time (time on task)**
 - a. The teacher begins the lesson promptly.
 - b. The teacher provides a task-oriented environment.
 - c. The teacher uses class time efficiently.
 - d. The teacher plans for smooth transitions between activities to maximize time on task.
 - e. The teacher discourages interruptions from the lesson and classroom activity.
 - f. The teacher fosters efficient classroom management routines; i.e., material/equipment ready and available, material distribution and collection, attendance, announcements.

7. **Variety of approaches to subject**
 - a. The teacher effectively and appropriately uses a variety of the following: lecture, lecture and discussion, lecture and demonstration, small group

- discussions/interactions, class projects, individual seat work, learning stations, role playing, simulations, audiovisual, debates or experiments.
- b. The teacher varies the approach to accommodate students' learning styles.
 - c. The teacher uses a variety of materials and resources.
- 8. Knowledge of subject matter**
- a. The teacher exhibits current knowledge of the subject.
 - b. The teacher correctly responds to subject questions posed by the students.
 - c. The teacher expands beyond printed material used.
- 9. Appropriateness of lesson**
- a. The teacher follows the approved curriculum and course of study.
 - b. The teacher gives students tasks appropriate to their ability/achievement level.
 - c. The teacher checks student records and test information to plan instruction.
- 10. Effectiveness in communication**
- a. The teacher speaks and writes clearly, using correct English.
 - b. The teacher uses rules of spelling, punctuation and grammar in all written materials.

TEACHER/PUPIL RELATIONS

- 11. Rapport between students and teacher**
- a. The teacher shows respect and concern for students as individuals.
 - b. The teacher provides feedback in a positive manner.
 - c. The teacher encourages students to show respect for others.
- 12. Maintenance of appropriate discipline**
- a. The teacher communicates his/her expectations for classroom behavior (rules & classroom procedures).
 - b. The teacher implements rules and procedures consistently and fairly.
 - c. The teacher displays self-control in difficult situations.
 - d. The teacher maintains control of student behavior.
 - e. The teacher encourages students to take responsibility for their own behavior.
- 13. Consciousness of equity issues**
- a. The teacher's behavior reflects respect for students regardless of race, color, religion, sex, national origin, ancestry, age or disability.
 - b. The teacher sets equitable expectations for students regardless of race, color, religion, sex, national origin, ancestry, age or disability.

CLASSROOM APPEARANCE AND ORGANIZATION

- 14. General classroom appearance**
- a. The room is neat, orderly, attractive and safe.
 - b. The physical arrangement of the classroom maximizes opportunities for student learning, i.e. learning centers, seating arrangement, and access to supplementary learning materials.

15. **Appropriate displays**
- a. Samples of student work are visible in the classroom.
 - b. There are displays, bulletin boards, charts, and other materials related to current instruction.
 - c. Building safety instructions and bulletins are displayed.

PROFESSIONAL DUTIES AND RESPONSIBILITIES

16. **Appropriate dress and language**
- a. Recognizing that there is no dress code, the teacher dresses and grooms him/herself appropriately.
 - b. The teacher uses appropriate language with students, parents and colleagues.
17. **Workday responsibilities outside the classroom**
- a. The teacher effectively carries out assigned responsibilities, i.e. hall, cafeteria, playground duty.
 - b. The teacher assists in monitoring student behavior outside the classroom.
18. **Punctuality/Contractual Hours**
- a. The teacher is prompt to all assignments.
 - b. The teacher adheres to the contractual work day for his/her assignment.
19. **Record keeping and reporting**
- a. The teacher is prompt and accurate in record keeping, i.e. report cards, student records, disciplinary reports, attendance, emergency reports, etc.
 - b. The teacher is able to substantiate the rationale for grades/reports with appropriate documentation.
20. **Cooperation with staff**
- a. The teacher shares student information necessary to the instructional program with colleagues.
 - b. The teacher cooperates in carrying out school and district projects during the work day.
 - c. The teacher shows respect and support for colleagues.
 - d. The teacher demonstrates willingness to share ideas, materials and resources with colleagues.
21. **Cooperation with parents/guardians**
- a. The teacher provides reports and information to parents/guardians.
 - b. The teacher responds to requests for information in a timely and professional manner.
 - c. The teacher is respectful and professional in communication with parents/guardians.
22. **Compliance with policies and directives**
- a. The teacher follows policies and directives.
 - b. The teacher implements policies and directives.
23. **Cooperation with administration**
- a. The teacher is professional with administrators.
 - b. The teacher demonstrates pride for his/her school and district.

24. **Willingness to assume responsibilities**
- a. The teacher displays a positive and helpful attitude.
 - b. The teacher initiates positive action in problematic situations.

29.0 SUMMER SCHOOL

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

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

29.03 Effective January 1, summer school salaries shall be established at the rates described below. Teachers whose annual salary for the previous year was equal to or less than the fifth step on the Bachelors' schedules shall receive the Step 1 rate. Those whose annual salary was more than the fifth step of the Bachelors' schedule and equal to or less than the ninth step of the Bachelors' schedule shall receive the Step 2 rate. Those whose annual salary was more than the ninth step of the Bachelors' schedule shall receive the step 3 rate. (All rates are per hour.)

	<u>1994</u>	<u>1995</u>	<u>1996</u>	<u>1997</u>
Step 1	\$16.00	\$17.00	\$18.00	\$19.00
Step 2	\$17.00	\$18.00	\$19.00	\$20.00
Step 3	\$18.00	\$19.00	\$20.00	\$21.00

29.04 Summer school assignments shall be for a period of not more than six weeks/thirty days including July 4 (Independence Day). Summer school teachers shall be issued payment for thirty days of assignment at the rates established in Section 30.03. Paychecks shall be issued at the end of the third week and end of the sixth week of summer school.

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

29.06 The provisions of Section 13.11, Compulsory Leave, of the negotiated agreement between the board and the union, shall be in force and apply to all summer school teachers. Absences due to Compulsory Leave shall not cause a reduction in pay for summer school assignment as per Section 29.05. Time served for compulsory leave, shall not be charged to the teacher's regular accumulation of sick leave or personal leave.

29.07 The provisions of Section 13.12, Assault Leave, of the negotiated agreement between the board and the union, shall be in force and apply to all summer school teachers who are absent due to incidents of summer school assaults. Absences due to Assault Leave shall not cause a reduction in pay for summer school assignment

as per Section 29.05. Days absent due to summer school assault leave shall not be charged to the teacher's regular accumulation of sick leave or personal leave.

- 29.08 The provisions of Section 13.10, Jury Duty, of the negotiated agreement between the board and the union shall be in force and apply to all summer school teachers. However, no teacher shall receive summer school pay for days absent due to jury duty unless the teacher received notice of jury duty subsequent to accepting a summer school assignment.
- 29.09 Beginning with the effective date of the original agreement with the union, August 10, 1971, no teacher shall have a vested right to any summer school position.
- 29.10 Summer school teaching time shall not be included in computing seniority.
- 29.11 Effective January 1, 1991, the rate of pay for summer school substitutes shall be at Step 1.

30.0 PERSONNEL FILES

- 30.01 The Human Resources Department shall maintain the official teacher files at the central administration building. No other teacher file shall be considered to exist for purposes of documentation in all official matters, transfers, assignments, evaluations, grievances, or any other matters concerning the teacher.
- 30.02 Materials retained in files other than the official file shall not be considered as official.
- 30.03 No material of a derogatory nature about a teacher's service, conduct, character or personality shall be placed in the file, unless the teacher has had an opportunity to read such material, and the intent to place the material in the file has been expressly noted by the words, "copy Board Personnel File" or "c. Board Personnel File," or "cc. Board Personnel File," on the material.
- 30.04 The teacher shall acknowledge having read material by putting his name and the date when read on it. The signature indicates only that the teacher has read the material, not that he/she is in agreement with its content. If the teacher refuses to so acknowledge the reading, this fact shall be noted on the record along with the date of reading.
- 30.05 The teacher has the right to respond to any material filed and to have this response attached to the file copy.
- 30.06 Upon request, and between the hours of 8:15 a.m. and 4:00 p.m., the teacher shall be permitted immediately to examine his/her file and to reproduce any material in it.
- 30.07 Members of the bargaining unit may request removal from their personnel files of materials of a derogatory nature. The requests shall be made to the Executive Director of Human Resources. Upon making such request, the teacher shall be given an opportunity to justify his/her position and shall have the right to union representation. Materials shall not be removed unless:-

- A. Three years have elapsed since the material was inserted and the issue has not occurred again; or
- B. The member is retiring or resigning.

The above shall not apply to composite evaluations.

31.0 DISCIPLINARY PROCEDURE

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

- a. Reason for the meeting.
- b. Scheduled meeting time(s) and date(s).
- c. Topic of the meeting.
- d. The right to a representative from Local 795.

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

32.0 SENIORITY

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

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

32.03 Each spring the Human Resources Department shall publish certificated bargaining unit vacancies so that bargaining unit members can request consideration. In addition, each certificated bargaining unit member shall receive a preference request form between March 1 and March 15. The preference form shall be returned by April 1st. Each teacher shall receive his/her tentative class assignment in writing no later than June 1 of each school year. Vacancies that occur after the spring vacancy publication through August 15 will be posted on the Human Resources Bulletin Board at the Board of Education building, with a copy to the Teachers Union office.

33.0 PROCEDURES IN THE EVENT OF REDUCTIONS IN STAFF AMONG EMPLOYEES CERTIFIED PURSUANT TO SECTION 3319.22, OHIO REVISED CODE

Reduction of staff because of budgetary constraints, declining enrollments, changing course offerings and selections, and other comparable factors shall be accomplished as follows.

33.01 Attrition

The number of persons affected by a reduction in force will be kept to a minimum by not employing replacements insofar as practicable for employees who retire or resign or whose limited contracts are not renewed on the basis of performance. To achieve educational aims, however, it may be necessary to hire some replacements

for some positions if other employees in the system do not possess the certification, qualifications and experience for the position and the position is one that needs to be filled. Attrition, moreover, may not be sufficient to accomplish a reduction in force in full.

33.02 Non-Renewal and Suspension of Contracts

Reductions not achieved through attrition will be made by not renewing limited contracts of employment. Notice of non-renewal will be given on or before April 30 in accordance with Section 3319.11, Ohio Revised Code.

Suspension of contracts of tenured teachers shall be in compliance with and pursuant to requirements of the Ohio Revised Code and in such event a list to be used for restoration to continuing service status shall be established.

33.021 Seniority

Employees with longer continuous service ordinarily will be retained in preference to those with less continuous service certified to teach in the same field. The order of preference for retention among or between employees with the same length of continuous service, certified to teach in the same field, and equally qualified for retention, will be determined by lot.

33.022 Factors other than Seniority

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

33.023 Measuring Length of Service

For the purpose of determining preference for retention, length of continuous service in employment with the School District will be measured on the basis of the length of actual uninterrupted service without regard to the particular number of hours or days worked by employees during the period of service. Length of continuous service will not be interrupted or affected by authorized leaves of absence with pay or authorized leaves of absence without pay for illness or disability, including pregnancy. Leaves of absence without pay other than for illness or disability, including pregnancy, will result in a proportionate decrease in length of continuous service. The continuous service of an employee who has returned to employment following resignation or other termination of employment will be measured from the date of return.

34.0 SCHOOL CALENDAR

The school calendar shall be developed and adopted as follows:

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

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

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

35.0 SCHOOL CAMP

Should school camp be reinstated, the Board and Union shall negotiate provisions and stipends which shall not be less than fifty dollars (\$50) per day.

36.0 DISCIPLINE

Effective with the ratification of this agreement, a Committee as provided for in 36.04 shall be convened for the purpose of considering revisions to and amendments of the document prepared and distributed pursuant to Section 36.04. The procedures set forth in 36.05, .06, and .07 shall be followed:

The agenda is included but shall not be limited to:

1. The reporting of suspensions and expulsions;
2. The make-up of suspensions and expulsions;
3. The loss of credit due to suspensions and expulsions;
4. Changes in the absence rule;
5. The development of a universal referral form;
6. The limits of suspensions and expulsions.

Effective discipline and respect of the rights of others are necessary so that all pupils may attain the highest degree of quality education.

36.01 Every pupil has the right to learn, and any act by a classmate which interferes with that right will not be tolerated.

36.02 Those pupils who deny this right to their classmates and who disrupt classroom and school procedures will be dealt with promptly and vigorously to the full extent of the law and the policies and rules of the Board of Education.

36.03 The teacher's authority in the classroom is undermined when a pupil is disruptive. As a result, the entire school suffers deterioration in standards, morale, and climate favorable for teaching and learning.

36.04 Effective with the ratification of this Agreement (1976), representatives of the Board and the administration will meet with representatives from the Bargaining Unit chosen by the Union for the purpose of revising, and amending, the Board Policy (adopted January 12, 1970 - Policy Notebook #5133) entitled Rights and Responsibilities of Students. The revised policy shall include guidelines governing

the "Responsibilities for Behavior and Discipline of Students," and will, following Board approval, be distributed to all pupils, parents, teachers, and administrators; be printed as an addendum to the Teachers' Agreement; and shall be used in all schools as a guide.

- 36.05** Concurrent with the above meetings, representatives of the Board and the administration will also meet with law representatives determined by the Board for the same purposes and objectives as those set forth in the preceding paragraph.
- 36.06** The Board's proposed revised policy shall be presented for comment and suggestion to a meeting of the High School Student Council, and to a meeting of the PTA Executive Council. These presentations shall be made by representatives chosen by the Union, by the Board, and by the Superintendent.
- 36.07** Thereafter, the Board's proposed policy shall be submitted to the Board of Education which shall, after due deliberation and after referral to Board-appointed legal counsel, adopt a new policy.

Every effort shall be made to secure adoption and publication of the revised policy not later than the second semester of the 1974-75 school year.

- 36.08** There is, as component of the discipline policy, a universal referral form used by all grades K-12 to report infractions. There is, as a component of the discipline policy, a universal reporting form used by all grades K-12 to report suspensions and expulsions to classroom and special teachers. Both of these forms were developed by the Committee (36.0) and bear an imprinted statement of Local 795 approval.

These forms appear as part of the appendix at page 68 and 69 thereof.

37.00 SUB-CONTRACTING

Subcontracting of any work which is performed or could be performed by members of this 795 bargaining unit whether employed, or to be employed, shall be a mandatory subject of bargaining.

- a. The following are exceptions to the above:
- Occupational therapy services including Occupational Therapists.
 - Physical therapy services including Physical Therapists.
 - Two Intern Psychologists.
 - Orientation Mobility Instruction.
 - Purchased audiological services done outside of the schools.
 - Other purchased services, intermittently purchased previous to September 5, 1989.
 - Auxiliary Psychologists, Nurses, Health Aides, L.D. Teachers and Gifted and Talented Teachers who are already subcontracted.

It is recognized by both the Board of Education and Local 795 that auxiliary schools may, under certain circumstances, hire their own personnel, or subcontract to employers other than the CH-UH School District, and effect payment through the Board, and in such a situation, this contract term would not be effective.

It is recognized by both the Board of Education and Local 795 that work may at times be legislatively mandated and that such legislation may mandate employees

from outside of the 795 unit and that in such situations, this contract term would not be effective.

It is recognized that in situations in which a new program is legislatively mandated, the school district may choose to send the students to other places rather than educate within our schools, and in such a situation, this contract term would not be effective.

- b. It is recognized by both the Board of Education and Local 795 that changes in law may cause either party to desire to discuss this section on sub-contracting previous to the negotiations for a successor contract. In such instances, discussion shall be pursuant to the rules under Section 38.12, Administration-Union Concerns.

38.0 GRIEVANCE PROCEDURE

38.01 Preamble

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

38.02 Grievance Definition

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

38.03 Informal Procedure

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

38.04 Formal Procedure

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

38.041 The formal grievance initiation must be written by the teacher on a standard form (see appendix) prepared by the Union and the Board of Education jointly and supplied by the Board of Education.

38.042 The form shall include, in writing, a statement of the facts, individual or individuals specifically involved, reference to the provision in the agreement and/or employment guide involved, or the basis for grievance if not based upon manual provisions.

38.043 The formal grievance shall be signed by the grievant and delivered to the principal of the school in which the grievant is employed or to a principal of his/her choice if grievant is not employed in a school unit.

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

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

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

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

38.05 Grievance, Step 1

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

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

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

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

38.055 A copy of the disposition shall be given to the Union representative and to the Executive Director of Human Resources.

38.06 Grievance, Step 2

If the grievance is not settled at Step 1, the following procedure shall be followed.

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

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

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

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

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

38.066 Not later than five (5) days after the conclusion of the hearing at Step 2 the Superintendent or his/her designee shall submit a disposition in writing to

the grievant. A copy shall be sent to the Union representative and to the Human Resources Department.

38.07 Grievance, Step 3

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

- 38.071** The teacher may, not later than ten (10) days after receipt of the written disposition in Step 2, submit to the Executive Director of Human Resources a written request for a meeting at Step 3 for the purpose of settling the grievance.
- 38.072** No later than five (5) days after receipt of such a request the teacher shall be notified of the time and location of the meeting at Step 3 by the Executive Director of Human Resources.
- 38.073** The Step 3 meeting shall be not later than ten (10) days after the date of notification.
- 38.074** The Step 3 meeting shall be before the Cleveland Heights–University Heights Board of Education (hereinafter referred to as the Board) or a committee of the Board consisting of at least three of its members.
- 38.075** The grievant shall be present at the Step 3 meeting. A Union representative shall be present if the teacher so requests.
- 38.076** Not later than ten (10) days after the conclusion of the hearing at Step 3, the Board shall submit its disposition in writing to the grievant. A copy shall be given to the Union representative and to the Human Resources Department.

The Board may decline to hear a grievant at Step 3, in which event the matter shall, at the option of the Union, be appealed to Step 4.

38.08 Grievance, Step 4

- 38.081** The Union may, not later than twenty (20) days after receipt of the Board's written disposition at Step 3, or the Board's decision not to hear the matter, submit to the Board a notice of arbitration. The notice shall include a brief statement setting forth precisely the issue to be decided by the arbitrator and the specific provision of the agreement involved, and the name of the person who will represent the Union in the arbitration. The Board shall thereupon submit to the Union the name of the person who will represent it in the arbitration, and the two persons so named shall, within ten (10) days thereafter, attempt to agree upon an arbitrator.
- 38.082** In the event the said persons are unable to agree upon an arbitrator within the ten-day period, the matter shall be submitted to the American Arbitration Association, and the Arbitrator shall be selected from a list supplied by the AAA pursuant to its rules. The list submitted shall be of arbitrators residing in the greater Cleveland area.
- 38.083** The arbitrator shall limit his/her decision strictly to the application and interpretation of the provisions of the agreement or of the employment

guide involved. The hearing shall be pursuant to the rules of the American Arbitration Association.

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

38.09 Time Limitations

In determining the time limitations of Steps 1, 2 and 3, Saturdays, Sundays and Holidays shall be excluded.

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

38.10 Grievant Rights

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

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

Unless the grievant submits a written objection nothing contained herein shall prevent the Union, Local 795, from being present to observe all stages of the grievance procedure.

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

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

38.105 Copies of all grievances and grievance dispositions shall be transmitted to the Principal, the Superintendent, the Teacher, the Union, and the Executive Director of Human Resources.

38.11 Professional Rights

No reprisals of any kind will be taken by either party or by a member of the Administration against any party in interest, Union representative, or any participant in the grievance procedure.

38.12 Administration-Union Concerns

38.121 From time to time problems may arise in which the Union or the Administration may feel discussion is needed between the Union and Administration in an effort to satisfactorily resolve such problems.

38.122 In such event, a meeting will be scheduled upon request by either party.

38.123 The meeting shall be scheduled no later than five (5) days after the date of such request in order to resolve the problem.

38.124 If the matter cannot be satisfactorily resolved, both parties will prepare a written position paper explaining the respective views.

38.125 The problem and the position papers will be submitted to the Board.

38.126 Within ten (10) days of receipt of the position paper, the Board will review the problem. The Board position shall be sent in writing to the Union and to the Administration. The Board position shall be made in writing not later than twenty (20) days after receipt of the position papers.

38.13 "Class" Grievances

A grievance is made and executed by an individual teacher. The basis of a grievance may apply to more than one individual. An individual grievance made and executed may apply to a class of teachers and may result in a change of policy interpretation.

38.14 Amendment to Grievance Procedure

The Grievance Procedure may be amended through formal negotiations.

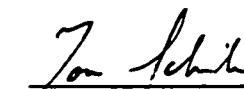
The contract set forth above was entered into following the ratification by the Union and adoption by the Board on June 2, 1994.



Claudette Woodard
Board President



Roger Vince, Acting
Superintendent



Tom Schimida
Union President

GENERAL REGULATIONS OF THE BOARD OF EDUCATION

GENERAL REGULATIONS: The following regulations apply equally to all defined employees.

- 1.0 Each employee must comply with all Board policies and administrative regulations. Individual performance will be consistent with board-approved educational philosophy, policies, and programs.
- 2.0 Good health as evidenced by a medical examination and a chest X-ray or Mantou TB test at the employee's expense at time of entry is a condition of employment. A health examination may be required of any employee when deemed advisable by administration. Reports of all such examinations are required to be a part of personnel records in the Human Resources Department. All Board of Education employees, regardless of the number of hours worked per year, shall, if required, have an annual X-ray or other test to determine if tuberculosis in a communicable stage is present and be required to submit authoritative medical proof of such examination to a designated person by a designated date. All new employees shall be required to comply with the law before remuneration. Any employee who submits a written statement from his/her physician saying that such test is unadvisable for medical reasons shall be required to do so annually or be required to have such test. It shall be the employee's responsibility to submit the statement to a designated person by a designated date. Noncompliance by an employee will result in remuneration being deferred until the requirements are fulfilled or may be the basis for termination of employment.
- 3.0 No fractional part of a year shall be credited as experience except as it shall be for 60 days or more for one semester, or 120 days or more for one year of actual employment as a staff member between September 1 and August 31 of the current year.
- 4.0 The Treasurer shall provide each employee with a statement of accumulated sick leave at the end of each pay period.
- 5.0 Each employee is responsible to the Superintendent for compliance with the Policies and Rules and Regulations of the Board, through the Administration Officer in charge of the area of his/her employment. Promptness and adherence to employment hours shall be required of each employee by the Supervising Officer.
- 6.0 The Administrative Officer in charge of the area determines and administers rules and regulations for his/her area of responsibility under authority delegated to him/her by the Superintendent.
- 7.0 Increments may be adjusted upon the recommendation of the Superintendent and the approval of the Board of Education.
- 8.0 Ten month employment (200 days) is to be interpreted as starting on Monday of the week before school opens and ending on Friday a week after school closes in June. This employment consists of five days per week of specified hours with official school vacations allowed, except as otherwise designated for particular classifications of employees. Salaries are prorated for less service as approved by the Superintendent.
- 9.0 Compensation received by all employees is subject to Income Tax Deduction, and other employee approved deductions.
- 10.0 The clerk is directed by law to deduct the amount prescribed by law of the total salary received by regular employees for the Ohio State Retirement System. Each employee is required to be a member of the retirement system for his/her classification, in accordance with the statutes.
- 11.0 Salary deductions for absence not covered by regulations for leave shall be determined on a per diem absence basis by dividing the annual contract salary by the number of contract days, as follows:

Teachers	190 days
10-Month Employees	200 days
- 12.0 Salary adjustments, because of reclassification, assumption of additional responsibilities, or for other reasons, shall be made as of the beginning of the respective contract year, unless otherwise requested by the Superintendent and approved by the Board of Education.
- 13.0 School Calendar - The Teachers Union has recognized that the Board may consult with bargaining unit representatives of non-certificated employees, and the Union recognizes that the Board may determine to admit such representatives to the Committee described in 34.02.

APPENDIX

FORMS

1. Confirmation of Personal Leave (#HR2933)
2. Application for use of Sick Leave (#HR2931)
3. Grievance Form
4. Parent/Teacher/Student Conferences
5. Notice of President's Anticipated Absence
6. Application for Assault Leave (#HR2936)
7. Universal Reporting Form K-12
8. Universal Referral Form, K-12
9. Classroom Observation Form (#HR2921)
10. Teacher Evaluation (#HR2922)
11. Commentary Form (#HR2923)

**CLEVELAND HEIGHTS-UNIVERSITY HEIGHTS CITY SCHOOL DISTRICT
Human Resources Department**

CONFIRMATION OF PERSONAL LEAVE - CERTIFICATED

Payment for the use of personal leave is obtained by the submission of this completed form to the Human Resources Department. This is to confirm that I requested and was granted personal leave for one of the following:

Please check one:

- 1. Religious Holiday
- 2. Graduation
- 3. Wedding
- 4. Personal business which could not be performed at any other time.

The personal leave was necessary because:

(To be completed at option of teacher; completion is not required.)

This form is submitted pursuant to Section 13.03 of the negotiated agreement between the Cleveland Heights-University Heights Board of Education and the Cleveland Heights Teachers Union, Local 795, AFT, in order to obtain payment for the personal leave previously authorized.

Signature

Building

Date of Absence(s)

**CLEVELAND HEIGHTS-UNIVERSITY HEIGHTS CITY SCHOOL DISTRICT
Human Resources Department**

APPLICATION FOR USE OF SICK LEAVE

Certificated

Payment for the use of sick leave is obtained by the submission of this completed application to the Human Resources Department within two days after your return from sick leave.

EMPLOYEE NAME _____ DATE _____

BUILDING/DEPARTMENT _____ POSITION _____

The undersigned, hereby applies for _____ days of sick leave as provided in Section 3319.141 of the Ohio Revised Code.

I began my absence _____ a.m. 19____
_____ p.m. 19____

I returned to duty _____ a.m. 19____
_____ p.m. 19____

The undersigned further states that the use of sick leave is justified for the following reason:

1. Personal illness - nature of illness _____
2. Personal injury - nature of injury _____
3. Illness or injury in immediate family
Name _____ Relationship _____
4. Death in immediate family
Name _____ Relationship _____
5. Other _____

If medical attention was required, the name and address of the attending physician, and the dates consulted, are as follows:

Name of attending physician: _____

Address: _____ Date(s) Consulted: _____

Signature of Employee: _____

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

HR2931

GRIEVANCE

Date: _____

Name: _____

Building: _____

Nature of Grievance: (Check one)

Disciplinary action taken. If checked, state the action taken.

Interpretation of application of provisions of the contract. If checked, state section of contract and nature of misinterpretation or misapplication.

Interpretation of application of recognized rules or practices. If checked, state nature of misinterpretation or misapplication.

Number of teachers involved: _____

Date of occurrence: _____

Do you wish to be represented at hearings by the Teachers Union? Yes No

Signature: _____
(Grievant)

cc: Building Principal _____
Superintendent of Schools _____
Assistant Superintendent _____
Human Resources Department _____
Teacher's Union _____
Teacher _____

This Grievance Form is provided in the Contractual Agreement of the Cleveland Heights-University Heights School District and the Cleveland Heights Teachers Union, Local 795, American Federation of Teachers, AFL-CIO.

CLEVELAND HEIGHTS-UNIVERSITY HEIGHTS SCHOOL DISTRICT

Parent/Teacher/Student Conferences

Dear Parents:

Parent/Teacher/Student Conferences are an important part of reporting your child's academic and social progress. They provide for direct communication between home and school.

Of the two regular conferences, the first is required for all students. The second conference is voluntary and will be scheduled if the teacher and/or parent feel the need. The paramount consideration for all conferences beyond the first will be the needs of the students.

Teacher

Tearslip

Dear Parent of

Dear Parent of

Student's Name

Student's Name

Your first
Your second
conference has been
scheduled for:

Your second conference has not been
scheduled. I have attached the second
student progress report.

Day Date

I accept I desire a second conference

Signature of Parent

Signature of Parent

Please use the back side of this sheet to list any particular area you would like discussed or to suggest more convenient scheduling.

This Parent/Teacher/Student Conference procedure is provided in the Contractual Agreement of the School District and the Cleveland Heights Teachers Union, Local 795, American Federation of Teachers, AFL-CIO.

NOTICE OF PRESIDENT'S ANTICIPATED ABSENCE

NOTICE TO THE PRINCIPAL

NOTICE TO THE TREASURER

6.02 Representation at Professional Activities

_____ will be absent _____

Authorized Signature

Date

CLEVELAND HEIGHTS-UNIVERSITY HEIGHTS CITY SCHOOL DISTRICT
Human Resources Department

APPLICATION FOR ASSAULT LEAVE

Pursuant to the provisions of the negotiated agreements with the Cleveland Heights-University Heights City School District and the Cleveland Heights Teachers Union, Local 795, AFT, and the OAPSE Locals 102 and 617, I hereby apply for assault leave and, in support of my application, state the following:

Employee Name: _____ **Building:** _____

I began my absence on: _____ I returned to duty on: _____

I was assaulted on: _____ by: _____

(name of employee or student)

at: _____ in the following manner: _____
(place where incident occurred)

(furnish brief description of occurrence - use back of form if necessary)

The assault was witnessed by: _____

and was reported to: _____ on _____
(name of supervisor/administrator)

Employee Signature: _____ **Date:** _____

If you received medical attention because of the assault, have the attending physician complete the following:

I treated _____ on the following dates: _____

_____ and have/will discharge(d) _____

_____ from further treatment on _____

In my opinion, _____ was totally disabled from _____

to _____ and will continue to be totally disabled until _____

The disability for which I treated _____ is _____

Printed Name of Physician

Signature of Physician

Date

HR2936

CLEVELAND HEIGHTS-UNIVERSITY HEIGHTS CITY SCHOOL DISTRICT

UNIVERSAL REPORTING FORM, K-12

SCHOOL _____

HOMEROOM _____

STUDENT _____

DATE _____

To the following Staff:

The above student has been suspended, expelled (circle one) for _____ days, beginning (date) _____, and extending through (date) _____.

Signature _____

This form is approved by the Superintendent of Schools in accordance with the Board of Education Policy No. 5133 and has the agreement of the Educational Administrative Council and the Cleveland Heights Teachers Union, Local 795.

CLEVELAND HEIGHTS-UNIVERSITY HEIGHTS CITY SCHOOL DISTRICT

UNIVERSAL REFERRAL FORM, K-12

SCHOOL _____

TIME OR PERIODS _____

STUDENT _____

DATE _____

TEACHER _____

HOMEROOM _____

REFERRAL

Reason:

In an attempt to adjust this situation I have:

Recommendation:

Signature _____

Date _____

REPLY

Discipline Action Taken:

Recommendation:

Signature _____

Date _____

CLEVELAND HEIGHTS-UNIVERSITY HEIGHTS CITY SCHOOLS
Human Resources Department

Classroom Observation Form

Teacher _____ Grade/Subject _____

School _____ Date of Observation _____ Time: _____

TEACHING METHODS/APPROACHES/PERFORMANCE

- 1. Teacher Preparation _____
- 2. Lesson plans _____
- 3. Preparation of students for lesson _____
- 4. Quality of classroom discussion/activity _____
- 5. Attention to individual differences _____
- 6. Use of class time (time on task) _____
- 7. Variety of approaches to subject _____
- 8. Knowledge of subject matter _____
- 9. Appropriateness of lesson _____
- 10. Effectiveness in communication _____

TEACHER/PUPIL RELATIONS

- 11. Rapport between students/teacher _____
- 12. Maintenance of appropriate discipline _____
- 13. Conscious of equity issues _____

CLASSROOM APPEARANCE & ORGANIZATION

- 14. General classroom appearance _____
- 15. Appropriate displays _____

KEY: S - Satisfactory
I - Improvement Needed
N/A - Not Applicable
N/O - Not Observed
U - Unsatisfactory

COMMENTS:

The teacher's signature does not necessarily indicate agreement with the Observation.

Observer Signature

Title

Teacher Signature

Conference Date

HR2921

CLEVELAND HEIGHTS-UNIVERSITY HEIGHTS CITY SCHOOLS
Human Resources Department

Teacher Evaluation

Teacher _____ School _____ Date _____

Evaluator _____ Subject/Grade _____

Observation 1. _____ (Mandatory)
 Dates and Times: 2. _____ (Mandatory)
 3. _____
 4. _____

KEY: S - Satisfactory
N/A - Not Applicable
N/O - Not Observed
U - Unsatisfactory

TEACHING METHODS/APPROACHES/PERFORMANCE

- 1. Teacher preparation _____
- 2. Lesson plans _____
- 3. Preparation of students for lesson _____
- 4. Quality of classroom discussion/ activity _____
- 5. Attention to individual differences _____
- 6. Use of class time (time on task) _____
- 7. Variety of approaches to subject _____
- 8. Knowledge of subject matter _____
- 9. Appropriateness of lesson _____
- 10. Effectiveness in communication _____

CLASSROOM APPEARANCE & ORGANIZATION

- 14. General classroom appearance _____
- 15. Appropriate displays _____

PROFESSIONAL DUTIES/RESPONSIBILITIES

- 16. Appropriate dress and language _____
- 17. Workday responsibilities outside the classroom _____
- 18. Punctuality/Contractual hours _____
- 19. Record keeping and reporting _____
- 20. Cooperation with staff _____
- 21. Cooperation with parents/guardians _____
- 22. Compliance with policies and directives _____
- 23. Cooperation with administration _____
- 24. Willingness to assume responsibilities _____

TEACHER/PUPIL RELATIONS

- 11. Rapport between students/teacher _____
- 12. Maintenance of appropriate discipline _____
- 13. Consciousness of equity issues _____

Copy to Board Personnel File

AREAS NEEDING IMPROVEMENT:

PLAN FOR IMPROVEMENT:

COMMENTS:

Recommendation for employment: _____ Date of Conference _____

Teacher Signature _____ Evaluator Signature _____

The teacher's signature does not necessarily indicate agreement with the evaluation.

Copy to Board Personnel File

CLEVELAND HEIGHTS-UNIVERSITY HEIGHTS CITY SCHOOLS
Human Resources Department

Commentary Form

Teacher _____ Grade/Subject _____

School _____ Date _____

Topic:

Comments:

Teacher Signature _____ Date _____

Evaluator Signature _____ Date _____

The teacher's signature does not necessarily indicate agreement.

Copy to Board Personnel File

EMPLOYEES ASSISTANCE PROGRAM

1. Purpose

The Cleveland Heights–University Heights Board of Education and its Local 795 bargaining unit have established an Employees Assistance Program to provide constructive ways to help bargaining unit members when chemical use problems or personal/life problems interfere with job performance.

The Employees Assistance Program is designed to identify the bargaining unit member's problems as early as possible, to motivate the member to seek help and to refer the member to the most appropriate community resource available.

2. Job Jeopardy

The Employees Assistance Program is a means to provide confidential assistance to members of the bargaining unit who are experiencing problems with alcohol, drugs or other personal/life problems. The program also provides supervisors and union representatives with a constructive way to help when these problems interfere with job performance.

The objective of the program is to retain and help valued members who are alcoholic or drug dependent, restoring them to better health and improved work performance. No member of the bargaining unit with an alcohol or drug problem will have either job security or promotional opportunities jeopardized because of a request for diagnosis, counseling or treatment through this program. However, the parties understand that participation in this program will not insulate bargaining unit members from appropriate disciplinary action or evaluation.

Neither shall participation remove from members their right to union representation in all instances including grievances, hearings and litigation.

3. Privacy and Confidentiality

When the bargaining members use the Employees Assistance Program for an alcohol or drug related problem, only the member, the Union and/or Management contact (if the member is referred by them) and the service provider's employee assistance coordinator should know that the member has sought help or has been referred for assistance.

The service provider's employees assistance program coordinator will maintain a record of the member's progress on a strictly confidential basis. Nothing pertaining to the Employees Assistance Program will be placed into a member's personnel file before, during, or after the member seeks assistance. The confidential nature of records of individuals who utilize the service will be strictly preserved.

4. Contract Service

The specified services will be supplied by a provider agreed upon by the Board and the Union. The provision of service by a non-aligned third party will help insure confidentiality and privacy while maintaining expert diagnostic assistance. The primary focus of the program is to provide diagnostic and referral services to members of the 795 bargaining unit in need. The contracted agency or individual may provide direct service or will refer to appropriate community agencies.

The following list describes the kind of personal and life problems identified as appropriate for assistance from the program:

1. Chemical Dependency
 - a. Alcoholism
 - b. Other drug dependencies
2. Emotional Problems
3. Family Problems

4. Marital Problems
5. Financial Problems
6. Legal Problems

5. **Referral**

The provision of service can be activated by any one of three ways:

1. **Self Referral** - The member may recognize the need for assistance and seek assistance through the program.
2. **Family Referral** - The spouse or immediate dependents may initiate service for the member by contacting the agency and encouraging participation.
3. **Supervisory and/or Union Referral** - Local 795 or supervisors may refer members to the Employees Assistance Program.

6. **Literature**

Initial literature announcing and describing the Employees Assistance Program for Local 795 shall be published and distributed by Local 795 on Local 795 letterhead. This initial literature shall be approved by both the Superintendent of Schools and the President of the Union and shall be signed by both.

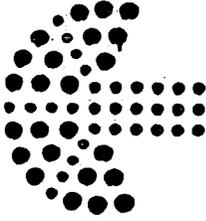
CRIMINAL HISTORIES POLICY

POLICY

The Board of Education is committed to selecting and hiring the highest quality candidates for certificated and classified positions and complying with Ohio Revised Code Sections 3301.541, 3319.39 the implementing regulations contained in the Ohio Administrative Code, Rule 3301-20-01, and any other pertinent regulations. It is the policy of the Board to require criminal history checks of all employees who come under final consideration for employment. Because this policy speaks to the dismissal and/or termination of employees, it may involve the rights of employees to fair representation and all other rights afforded by labor law. Accordingly, this policy and its procedure have been negotiated with AFT Local 795, OAPSE Locals 102 and 617, SAEU District 1199, and EAC, and may not be amended without further negotiation.

PROCEDURE

1. All candidates for employment will be requested to sign the following statement on the application form:
I also agree to participate in an Ohio Bureau of Criminal Identification and Investigation (BCI) fingerprint criminal history check and in a Federal Bureau of Investigation (FBI) fingerprint criminal history check and understand that my employment may be terminated based on revealed criminal history.
2. The Employment Application will ask whether the applicant has ever been convicted of a felony or misdemeanor. Any individual with an expunged and/or sealed criminal record who answers "No" to this question on the Employment Application cannot be terminated for falsification of employment application materials for denying the sealed or expunged criminal conviction.
3. Candidates for all positions will be fingerprinted for an Ohio Bureau of Criminal Identification and Investigation (BCI) Criminal History Check and a Federal Bureau of Investigation (FBI) Criminal History Check. The cost of the BCI Criminal History Check will be borne by the School District. The cost of the FBI Criminal History Check will be borne by the candidate and will be automatically deducted from the first paycheck(s). If the candidate is unable to bear this cost, other arrangements may be made.
4. The conviction of a crime is not always an automatic bar to employment. Convictions revealed by the Criminal History Check, however, may result in the School District immediately releasing the employee from employment and the School District rescinding the conditional offer of employment. The School District complies fully with guidelines set forth in Ohio Revised Code, Sections 3301.541, 3319.39 the implementing regulations contained in the Ohio Administrative Code 3301-20-01, and any other pertinent regulations as defining those crimes that bar employment. If a Criminal History Check reveals a record of a conviction which is not listed in the Ohio Revised Code, Section 3319.39 as barring employment the district will consider the nature of the offense, the date of the offense, and the relationship between the offense and the position for which the applicant is applying and may, in its discretion rescind a conditional offer of employment or, if employment has begun, may require that it cease. Arrest records will not be considered a bar to employment, a cause of termination, or used in any other way.
5. The initiation of proceedings to terminate, based on criminal convictions disclosed by the BCI or FBI check, will be made within twenty-one working days after receiving the BCI or FBI report. Except to prove that this investigation has been completed, the BCI and FBI reports will never again be used in any circumstance, for any purpose, after the twenty-one working day period that follows receipt of the reports.
6. BCI and FBI reports will not be included in employee personnel folders, but will instead be stored under lock and key, in the status of "for the Executive Director of Human Resources' eyes only."



May 14, 1986

Cleveland Heights -
University Heights
City School District

Board Members

Robert L. Soltz
President

Maureen O. Weigand
Vice President

Philip R. Fine
Judith Clifton
Bernard Greene

Mr. Glenn Altschuld, President
Cleveland Heights Teachers Union, Local #795
3473 Fairmount Boulevard
Cleveland Heights, Ohio 44118

Dear Mr. Altschuld:

Robert L. Miller
Treasurer

This will confirm the understanding reached during negotiations for the contract that became effective January 21, 1986 between Local 795 and the Board recognizing that that collective bargaining agreement does not limit any right the Union may otherwise have to purchase insurance independent of the bargaining agreement for the Union's membership.

Very truly yours,

David J. Millstone

David J. Millstone

The Board of Education
2155 Miramar Boulevard
University Heights
Ohio 44118

Ronald L. Johnson

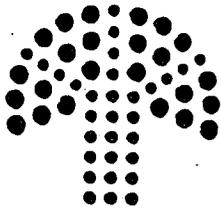
Ronald L. Johnson

Patrick C. Bernardo
Acting Superintendent of Schools,

James S. Makee

James Makee

DJM:ms



Cleveland Heights -
University Heights
City School District

July 14, 1986

Board Members

Robert L. Soltz
President

Maureen O. Weigand
Vice President

Philip R. Fine
Judith Glickson
Bernard Greene

Robert L. Miller
Treasurer

The Board of Education
2155 Miramar Boulevard
University Heights
Ohio 44118

Patrick C. Bernardo
Acting Superintendent of Schools

Mr. Glenn Altschuld, President
Cleveland Heights Teachers Union, Local #795
3473 Fairmount Boulevard
Cleveland Heights, Ohio 44118

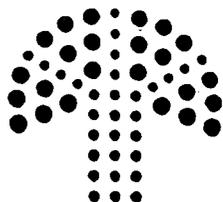
Dear Mr. Altschuld:

This will confirm the understanding reached at the bargaining table between the Board and Local 795 during negotiations for the collective bargaining agreement that became effective January 21, 1986 concerning consideration by the Board of a retirement incentive plan. During the period 1986-1992, the Board will consider adoption of an early retirement program under Ohio Revised Code 3307.35. Any decision as to whether to implement such early retirement incentive program shall rest entirely at the discretion of the Board.

Very truly yours,


Robert L. Soltz
President, Board of Education

lg



Cleveland Heights-
University Heights
City School District

September 11, 1989

Board Members

Bernard W. Greene
President

Maureen O. Weigand
Vice President

Barring Coughlin, Jr.
Philip R. Fine
Judith Gluckson

Robert E. Burmeister
Treasurer

Mr. Glenn Altschuld, President
Cleveland Heights Teachers Union, Local 795
3473 Fairmount Boulevard
Cleveland Heights, Ohio 44118

Dear Mr. Altschuld:

During June 16 - September 11, 1989, the Board and Local 795 met at a bargaining table relating to proposed Board changes in wages, fringes and conditions. This letter will confirm the understanding and agreements reached at that bargaining table. The following items are recognized as addenda, effective September 4, 1989, to the April 10, 1989, contract, and will be placed in the next contract where applicable. The Board of Education recognizes that 795 will seek ratification by its membership, and the understandings and agreements reached require that ratification.

It is understood by both the Board and Local 795 that ratification of this agreement must be, for both, a ratification approved in total.

The Board of Education
2155 Miramar Boulevard
University Heights
Ohio 44118

(216) 371-7171

<u>NUMBER</u>	<u>TITLE</u>
1	Middle School Lunchroom and Study Hall
2	Elementary School Libraries
3	Middle School ISD
4	Elementary Schools Staggered Lunch
5	Non-Certified School Ancillaries
6	Tutors' Snow Days
7	Service Fees
8	Transfers
9	Fringe Benefits
10	Audiliary Service
11	Personal Leave Accumulation
12	Retirement Severance Pay
13	Sub-Contracting
14-14A	Unfair Labor Practice Charges

Very truly yours,

Bernard W. Greene
President, Board of Education

DATE 9-11-89

Glenn Altschuld, Union President



Cleveland Heights - University Heights City School District

2155 Miramar Boulevard • University Heights, Ohio 44118-3397 • (216) 371-7402

Linda A. Koenig, *Executive Director of Human Resources*

August 11, 1994

Letter of Understanding

This letter will confirm the understanding reached at the bargaining table during the contract negotiations between the Board and Local 795 for a collective bargaining agreement that became effective August 2, 1994.

1. A Health & Safety Committee involving all unions would be formed and one of the agenda items would include AIDS (policies/procedures regarding students and employees).
2. Inclusion (Delivery of Special Education Services), would be placed on the agenda of the District Steering Committee in the 1994-95 school year.

Roger Vince, Assistant Superintendent
(Chief Negotiator - BOE)

Tom Schmida, President
(Chief Negotiator, Local 795)

Numbers 1-13 have been inserted in the appropriate contracts and sections.

Number 14 **Unfair Labor Practice Charges**

In exchange for changes in middle school lunchroom, study hall and ISD assignments, and in exchange for changes in the elementary school lunch program and the elementary school library program, as set forth in this document, the Board of Education agrees to the following:

In exchange for changes, alterations, and creations concerning non-certificated school ancillaries, auxiliary services, service fees, transfers, tutors' snow days, fringe benefits, personal leave accumulations retirement severance pay, and sub-contracting, as set forth in this document, Local 795 agrees to the following:

Local 795 and the Board agree that each party will immediately after ratification of this total agreement, withdraw any and all pending unfair labor practice charges filed against the other.

In the event that SERB will not approve the withdrawal of any of these unfair labor practice charges, Local 795 and the Board agree that they will not voluntarily participate in any proceedings nor with either party seek to enforce or derive any benefit from any order SERB would issue concerning such ULP charges.

Number 14A **Sidebar**

Subsequent to the withdrawal of the unfair labor practices in Number 14, the Superintendent shall write a letter to each teacher (c. Board Personnel File) who has a letter of reprimand concerning scheduling. The letter shall inform the teacher that Section 26.07 of the contract has been accelerated in this separate instance, and each teacher may keep both letters in the file or remove both letters, or either letter, from any files, at any time.

The letter shall be counter-signed by the President of the Union.

Board Policy #5133

"The Rights and Responsibilities of Students" is recognized as part of this Contract. Refer to the current revision adopted by the Board of Education in the Board Policy Manual.

RIGHTS AND RESPONSIBILITIES OF STUDENTS

INTRODUCTION

One of the primary goals of the school district is to teach responsible behavior, good citizenship, and the appropriate exercise of civil liberties. This booklet, which is Policy 5133 of the Board of Education contains the rules and regulations of the Cleveland Heights-University Heights City School District. All rules and regulations contained in this policy shall be applied equally to all students regardless of race, color, ancestry, religion, national origin, sex, age, or disability. Students, parents and guardians are asked to read this booklet carefully.

RESPONSIBILITIES FOR BEHAVIOR AND DISCIPLINE OF STUDENTS

The philosophy of the Cleveland Heights-University Heights Board of Education guarantees the right of each student to an education. It is the responsibility of each student to behave in such a way so as not to interfere with the rights of others to the same opportunity for an education. The school is a community governed by rules. The following responsibilities are listed for each group within the Cleveland Heights-University Heights educational community.

I. Board of Education

The Board of Education has the responsibility to develop and enforce reasonable rules, and to:

- A. Maintain an appropriate educational environment, conducive to learning.
- B. Provide for the safety of the school population.
- C. Protect the rights of all students and staff.

II. Parents/Guardians

Parents/Guardians have the responsibility to:

- A. Teach their children respect for other students, school rules, property and school personnel.
- B. Assure prompt and regular attendance at school for their children.
- C. Understand and explain the rules of the school to their children and cooperate and assist the school in the implementation of these rules.
- D. Respond to communications from the school.

III. Students

Students have the responsibility to:

- A. Respect the rights and dignity of other students and staff.
- B. Obey school rules and respect school property.
- C. Be prompt and regular in attendance at school and classes.
- D. Be prepared for all classes.
- E. Accept the consequences of their behavior.

IV. Staff

Staff has the responsibility to:

- A. Respect the rights and dignity of students, parents/guardians and staff.
- B. Establish, explain and enforce classroom and school rules and regulations consistent with Board of Education policies.
- C. Refer students requiring specialized attention to appropriate personnel and cooperate in helping referred students.
- D. Maintain lines of communication between home and school.

V. Administrators

Administrators have the responsibility to:

- A. Respect the rights and dignity of students, parents/guardians, and staff.
- B. Exercise all authority as prescribed by Board of Education policies, local, state and federal law.

- C. Establish, explain and enforce school building rules consistent with Board of Education policies.
- D. Refer students requiring specialized attention to appropriate personnel and cooperate in helping the referred student.
- E. Maintain lines of communication between home and school.

RIGHTS OF STUDENTS

I. Freedom of Expression

A. Student Publications

- 1. Students have the right to print, post and distribute publications.
- 2. No material may be printed, posted or distributed if it is obscene or defamatory, or if it would reasonably tend to interfere with school activities or the rights of others.
- 3. All material must be signed listing author or sponsoring organization.
- 4. Prior to printing, posting or distribution, all school sponsored material must be submitted to the principal or designee for approval. The principal will determine the time and places of posting and/or distribution of both school sponsored and non-school sponsored.
- 5. Approval shall be granted or not granted within six school days. The decision of the principal shall be final.

B. School Communications

The principal shall have the right to grant reasonable access to student groups for announcements and statements to the student body through the public address system, publications, assemblies or personal contact.

C. Personal Appearance

- 1. Clothing shall be clean.
- 2. Clothing that interferes with school discipline or the educational process is prohibited.
- 3. Clothing or appearance that constitutes a threat to the student's health or safety, damages school property, indicates blatant sexual exhibitionism, or other offensive messages is prohibited.
- 4. Clothing and grooming may be more strictly regulated when a student is working on machinery, preparing food, participating in certain sports, or in laboratory classes.
- 5. Appropriate footwear must be worn.
- 6. Headbands, hair rollers, bandanas, hats, caps, etc., may not be worn other than for documented cultural, religious or medical reasons.
- 7. The wearing of sunglasses, other than for documented medical reasons, is prohibited.
- 8. Appearance that implies or signals membership in any unauthorized organization, club, or group is not permitted. Students do not have the right to wear gang identification such as colors, clothing, etc.
- 9. Students have the right to wear expressive insignia, buttons, badges, arm-bands, patches, pins, etc., as long as the exercise of such right is not intimidating, offensive, gang-related, obscene, or defamatory, or does not, within reason, tend to interfere with school discipline or the educational process.

II. School Sponsored Activities and Student Government

A. School Sponsored Activities

- 1. School sponsored groups and associations must allow membership without regard to color, ancestry, race, religion, national origin, sex, age or disability. These organizations must have a faculty advisor and must provide the principal or designee a complete current membership list and a description of purpose, eligibility requirements, activities and schedule. These organizations must also have the approval of the principal to affiliate with any out-of-school group or association. The principal or faculty advisor may approve or disapprove any event, program or project.
- 2. Students desiring school sponsorship for groups and associations must first gain approval from the principal. Students may only organize associations and groups within the school that are school sponsored.

3. School sponsored organizations shall be permitted to hold meetings in school rooms or auditoriums, or at outdoor locations on schools grounds, at which they shall be free to discuss, pass resolutions and take other lawful action respecting any matter which directly or indirectly concerns or affects them, whether it relates to school or to non-school activities. These meetings may be restricted or prohibited by the principal or faculty advisor when such a forum would be in violation of attendance regulations or interfere with school activities or with the rights of other students or staff.
4. Students are not allowed to be members of any association or group or affiliated with any out-of-school association or group that threatens to use, or uses violence or force, involves hazing, or designates turf or ownership of an area.

B. Student Government

The function and powers of student governments are to be determined within each school and with the following minimum structure:

1. The organization, operation and scope of the student government should be specified in a written constitution and/or by-laws which students have helped to formulate.
2. All students shall have the right to vote and the opportunity to qualify to hold office.

III. Freedom of Assembly

Forums - The principal shall have the right to grant reasonable access for open forums that provide students with the opportunity to speak or hear others speak. These meetings shall not interfere with the rights of others or with the orderly conduct of the school's educational activities.

IV. Student Grievances

A. Grievance Definition

A grievance is a claim by a student in which there is a disagreement or difference in interpretation regarding a school policy, rule, or regulation or regarding the decision of a staff member. Provided that the student and staff member have not resolved the issue, the student may file a grievance. Grievance forms shall be available in each school office. The student, his/her parent, guardian or representative may complete and file this form with the building principal.

B. Grievance Procedure

1. Within ten school days of the occurrence, the student may file a grievance.
2. Within ten school days of the filing date, the principal shall hear the grievance, and send a written decision to the student and the superintendent.
3. Within ten school days of the principal's written decision, if the student feels the issue is not resolved, the student may submit a written request for a hearing to the superintendent.
4. Within ten school days of the date of the student's written request, the superintendent or designee will hold, or refuse to hold, a hearing and will send a written decision to the student and the principal.
5. Within ten school days of the date of the superintendent's written decision, if the student feels the issue is not resolved, the student may submit a written request for a hearing to the members of the Cleveland Heights-University Heights Board of Education.
6. Within ten school days of the student's written request, the members of the Cleveland Heights-University Heights Board of Education, or designee, shall hold, or refuse to hold, a hearing and shall send a written decision to the student, the principal and the superintendent.
7. No reprisals shall be directed toward a student for filing or pursuing a grievance.

RULES AND REGULATIONS

Rules and regulations are necessary for the maintenance of an orderly and safe school environment. Certain behaviors are inappropriate and unacceptable. When a student acts inappropriately, he/she must accept the consequences of that behavior. Inappropriate student behavior will be dealt with fairly. A variety of techniques may be used, including, but not limited to: counseling, parent/guardian conferences, detentions, in-school detention, Saturday School, suspension, expulsion, alternative educational and non-educational

assignments, and referral to internal or external agencies. The Universal Referral Form, K-12, will be used to refer a student for discipline.

I. Jurisdiction

Jurisdiction covers student conduct while under school supervision (as defined in II) and off campus conduct which is reasonably expected to substantially interfere with school discipline or the educational process. Student misconduct or criminal acts outside of school may result in suspension or expulsion where the criminal acts or student misconduct would pose a threat to the safety of pupils at the school or interfere with the educational process or the welfare of the students.

II. Supervision

These rules and regulations shall be enforced: 1) on or off school property, 2) at school sponsored activities, 3) while enroute to and from school, but generally not beyond the first destination, 4) while under supervision of school personnel, 5) off school property if conduct is directed at school personnel.

III. Gangs

Gangs are prohibited. A gang is defined as any non-school sponsored group, possibly of secret and/or exclusive membership, whose purpose or practices include the commission of illegal acts, violations of school rules, establishment of territory or "turf," or any actions that threaten the safety or welfare of others. Gang activity such as initiation, recruitment, wearing of colors, fighting, assault, hazing, or establishing turf, on school property, at school functions and school related activities, will not be tolerated.

IV. Searches

A warrantless search of a student's person, locker, handbag, bookbag, backpack, or car may be conducted if there is reasonable suspicion that the search is necessary to protect the health and/or safety of students or school personnel, or to detect a violation of school rules. Such a search of a student's person or locker may be conducted if school authorities suspect that a student possesses, on his/her person or in his/her locker or desk, items such as, but not limited to weapons, dangerous instruments; stolen goods, narcotics, hallucinogenics, amphetamines, barbiturates, marijuana, unregistered drugs, controlled substances, or alcoholic beverages, or evidence of academic misconduct.

V. Class "A" Offenses - The following types of serious offenses shall result in police reporting, and disciplinary removal, emergency removal, suspension and/or expulsion.

- A. **Arson** - A student shall not set a fire or cause an explosion.
- B. **Assault** - A student shall not attack any other person, or behave in such a manner that would cause, or threaten to cause, injury to any other person.
- C. **Bomb Threats, False Alarms** - A student shall not cause a false fire alarm to be sounded, falsely communicate a bomb threat, or falsely contact 911.
- D. **Disorderly Conduct** - A student shall not, by use of violence, force, coercion, threat, harassment, or insubordination, cause, or threaten to cause, the disruption or obstruction of any function or operation of the school or of the educational process.
- E. **Explosives** - A student shall not possess, handle, construct, transmit, conceal, or use any fireworks, explosive device, or substance which can be used as an explosive.
- F. **Extortion** - A student shall not force or attempt to force any person to give up anything of value by means of any expressed or implied threat, harassment, intimidation, or injury to person, property, or reputation.
- G. **Hazing** - A student shall not cause or participate in any act of initiation that causes or creates a risk of causing physical, mental, or emotional harm to any person.
- H. **Interference or Intimidation of School Authorities** - A student shall not interfere with the discharge of the official duties of district personnel by force or violence, or the threat of force or violence.
- I. **Malicious Harassment** - A student shall not maliciously and intentionally intimidate or harass another person because of that person's race, color, ancestry, religion, age, national origin, sex or disability.

- J. **Narcotics, Alcoholic Beverages, and Drugs** - A student shall not possess, use, sell, distribute, transmit, or be under the influence of alcohol, drugs, or controlled substances. A student shall not possess, use, transmit, sell, or conceal any instrument of drug abuse or related paraphernalia.
- K. **Possession of a beeper, pager, cellular phone, or communication device** - A student shall not use, possess, exhibit, handle, transmit or conceal any object that can be classified as a beeper, pager, cellular phone, or other communication device.
- L. **Possession of Stolen Property** - A student shall not knowingly receive, obtain, possess, conceal, or dispose of stolen property.
- M. **Robbery** - A student shall not take another person's property by force or threat of force.
- N. **Sexual Assault** - A student shall not sexually assault or threaten to sexually assault another person.
- O. **Sexual Harassment** - A student shall not sexually harass another person with any materials or acts that are unwanted or unwelcome.
- P. **Trespassing** - A student under suspension, expulsion, or emergency or disciplinary removal shall not enter upon any property of the Board of Education without the express permission of the principal. Such presence is considered trespassing and may be cause for arrest.
- Q. **Weapons and Dangerous Instruments** - A student shall not use, possess, exhibit, handle, transmit, or conceal any object that can be classified or construed as a weapon or dangerous instrument. Such weapons and dangerous instruments shall include any object which may be used, or is used, to inflict physical harm.
- R. **False Reporting** - A student shall not make a false report or make a false accusation which results in the mandatory reporting of an incident of physical, sexual, psychological, or any other form of child abuse pursuant to Section 2151.421 of the Ohio Revised Code; nor shall a student make a false accusation or a false statement that in any way defames or damages the reputation of a staff member.

IV. **Class "B" Offenses** - Disciplinary removal, emergency removal, suspension, or expulsion may result from the following types of misconduct. In addition to disciplinary action taken by the school, police may be notified.

- A. **Academic Misconduct** - A student shall not cheat or plagiarize.
- B. **Appearance and Dress** - A student shall not be inappropriately dressed for school.
- C. **Disruption** - A student shall not create a condition or indulge in any activity which disrupts the teaching process or is offensive to others, or make any utterance, gesture, or act which offends the sensibilities or threatens the safety of others.
- D. **Failure to Comply with Directives** - A student shall not fail to accept discipline and/or comply with the directives of staff.
- E. **False Identification** - A student shall not refuse to provide identification to school personnel. A student shall not give false identification.
- F. **Fighting** - A student shall not fight, hit, punch, kick, push, physically confront, or in any way cause or attempt to cause physical injury to another person. A student shall not instigate or encourage fighting.
- G. **Forgery** - A student shall not forge the name of another or falsify times, dates, grades, addresses, or other data the school may require whether orally or in writing.
- H. **Gambling** - A student shall not engage in or promote games of chance, play cards, place bets, or risk anything of value.
- I. **Gangs** - Gangs are prohibited. A gang is defined as any non-school sponsored group, possibly of secret and/or exclusive membership, whose purpose or practices include the commission of illegal acts, violations of school rules, establishment of territory or "turf," or any actions that threaten the safety or welfare of others. Gang activity such as initiation, recruitment, wearing of colors, fighting, assault, hazing, or establishing turf, on school property, at school functions and school related activities, will not be tolerated.
 - 1. A student shall not participate in gang-related activities.
 - 2. A student shall not appear with, or wear, gang identifications such as attire, colors, or clothing.
 - 3. A student shall not designate boundaries or turf, or belong to any group that designates boundaries or turf.
 - 4. A student shall not participate in hazing, initiation, or recruiting activities.

5. A student shall not deface property with gang graffiti. It should be noted that the Cleveland Heights-University Heights City School District maintains open lines of communication with local law enforcement agencies (See Board Policy #1500). A student who violates this section will not only be subject to the notification of his/her parents/guardian by school authorities, but also, when deemed appropriate, the student's prohibited gang activity will be reported to the local police department.
- J. **Horseplay** - A student shall not exhibit noisy/unrestrained behavior which is inappropriate.
- K. **Intrusion/Unauthorized Area** - A student shall not be on school grounds to which the student is not assigned before, during, or after school hours except with the permission of that school principal/designee.
- L. **Profanity or Obscenity** - A student shall not use profanity or obscene gestures.
- M. **School Bus Violations** - A student shall not interfere with or disrupt the operation of a school bus by activities which pose, or tend to pose, a danger to the safe operation of a school bus, including, but not limited to: failing to remain seated, throwing objects out the window or at passengers or the driver, shouting, and disorderly conduct which could cause physical harm, emotional stress, or diversion of the driver's attention.
- N. **Sexual Activity** - A student shall not engage in sexual activity on school premises or at school related activities.
- O. **Theft** - A student shall not take, or attempt to take, property which does not belong to the student.
- P. **Tobacco** - A student shall not smoke, use, or possess any tobacco products on school property, within school buildings, or at any function or activity supervised or promoted by the school.
- Q. **Truancy** - A student shall not be truant, tardy without excuse, or absent without excuse. A student shall not cut class(es) and/or school.
- R. **Vandalism** - A student shall not damage, deface (graffiti), or destroy property.
- S. **Victimizing/Threatening/Bullying** - A student shall not hurt another student either physically or psychologically. A student shall not threaten with physical violence or loss of property or coerce by any means.
- T. **Violation of School Rules** - A student shall not refuse to comply with school rules and regulations.
- U. **Violation of School Discipline Procedures** - A student shall not violate conditions of disciplinary procedures. Such violation will be considered a separate disciplinary violation and shall be subject to additional consequence.

REMOVAL FROM SCHOOL

I. Types of Removal

A. Disciplinary Removal

A principal, teacher, bus driver, or other staff member may remove a student from a class or participation in any school function for less than twenty-four hours for which the procedures of suspension, expulsion, and emergency removal are not required.

B. Emergency Removal

1. A principal, assistant principal, or superintendent may deny a student the right to attend school and take part in any school function when the student's presence poses a continuing danger to persons or property or an ongoing threat of disrupting the academic process taking place either within a classroom or elsewhere on the school premises, for a period not to exceed seventy-two hours. Emergency removal shall be invoked only in circumstances where suspension and/or expulsion are to be recommended.
2. A teacher or other staff member may use emergency removal to remove a student from curricular or extracurricular activities under his/her supervision, without complying with the suspension or expulsion notice and hearing requirements. As soon as possible after making such an emergency removal, the teacher or other staff member shall submit a Universal Referral Form K-12, for such removal to the principal and will attend the hearing.

3. If a student is removed under this section, written notice of the reason(s) for the removal and written notice of a hearing to be held regarding the removal shall be given to the student as soon as possible prior to the hearing. A hearing must be held within seventy-two hours of the time the initial removal is ordered.
4. A hearing shall be held in accordance with the procedures in Section C, Suspension, or Section D, Expulsion.
5. The superintendent or the principal may reinstate a student in a curricular or extracurricular activity under the teacher's supervision prior to the hearing following an emergency removal. The teacher shall, upon request, be given in writing the reasons for such reinstatement.

C. Suspension

1. A principal may deny a student the right to attend school and to take part in any school function for a period of at least one but not more than ten school days. If, at the time of the suspension, there are fewer than ten school days remaining in the current school year, the superintendent may apply any remaining part or all of the suspension to the following school year. In addition, the student may be denied enrollment in the district-operated summer school program.
2. A summer school principal may deny a student the right to attend summer school and to take part in any summer school function for a period of at least one, but not more than ten summer school days. If, at the time of suspension, there are fewer than ten summer school days remaining in the current summer school session, the superintendent may apply any remaining part or all of the suspension to the following school year.
3. The student shall have an opportunity to appear at an informal hearing before the principal, assistant principal, superintendent or superintendent's designee and has the right to challenge the reason(s) for the intended suspension or otherwise explain his/her actions.
4. Within twenty-four hours after the decision to suspend, the superintendent of schools or the principal shall notify, in writing, the student, parent/guardian, the treasurer of the Board of Education, the superintendent/principal, the executive director of pupil services, and the district hearing officer of the decision.
5. The written notice shall include:
 - a. The reason(s) for the suspension.
 - b. The duration of the suspension.
 - c. Notification of the right of the student, parent/guardian, to appeal the suspension to the superintendent of schools. A written request to appeal must be received by the treasurer of the Board of Education within five school days of the date the letter was mailed indicating the decision to suspend.
 - d. Notification of the right to be represented in all such appeal proceedings.
 - e. Notification of the right to appeal the decision of the superintendent to the Board of Education. A written request for an appeal must be received by the treasurer of the Board of Education within five school days of the date the letter was mailed indicating the decision of the superintendent on the appeal hearing.
 - f. Notification of the right to request that such hearing before the Board of Education or its designee(s) be held in executive session.
 - g. Notification that the hearing before the Board or its designee(s) shall be for the purpose of allowing the student to present reasons why the suspension is improper, unwarranted, or excessive.

D. Expulsion

1. The superintendent may deny a student the right to attend school and to take part in any school function for a period not to exceed eighty school days. If, at the time of the expulsion there are fewer than eighty school days remaining in the current school year, the superintendent may apply any remaining part or all of the expulsion to the following school year. In addition, the student shall be denied enrollment in the district-operated summer school program.
2. The superintendent may deny a student enrolled in summer school the right to attend summer school and to take part in any summer school function for a period not to

exceed twenty-nine summer school days. If, at the time of the expulsion, there are fewer than twenty-nine summer school days remaining in the current summer school session, the superintendent may apply any remaining part or all of the expulsion to the following school year.

3. The superintendent shall give written notice to the student, parent/guardian of the intent to expel.
4. The notice shall state:
 - a. The specific reason(s) for the intended expulsion.
 - b. Notification of the opportunity for the student, parent/guardian and/or representative to appear in person before the superintendent and/or his/her designee to challenge the reason(s) for the intended expulsion or otherwise to explain the student's action(s).
 - c. The place and time to appear, which shall be not less than three nor more than five days after the notice is given.
5. The student, parent/guardian, representative may request an extension of time for the hearing with the understanding that the student may not return to school until the hearing is held, and the superintendent may grant the request. If an extension is granted, the superintendent shall notify the student, parent/guardian, representative of the new time and place to appear.
6. Within twenty-four hours of the decision to expel, the superintendent shall notify in writing the principal, student, parent/guardian, the treasurer of the Board of Education and the executive director of pupil services of the decision to expel. The notice shall include:
 - a. The specific reason(s) for the expulsion.
 - b. Notification of the right of the student, parent/guardian, to appeal such action to the Board of Education. The written request to appeal must be received by the treasurer of the Board of Education within ten school days of the date the letter was mailed indicating the decision of the superintendent to expel.
 - c. Notification of the right to be represented in all such appeal proceedings.
 - d. Notification of the right to request that such hearing be held in executive session.
 - e. Notification that a hearing before the members of the Board of Education or its designee(s) shall be for the purpose of allowing the student to present reasons why the expulsion is improper, unwarranted or excessive.
7. If a student is expelled for more than 20 days or if the expulsion will extend into the following semester or school year for any period of time, the superintendent shall provide the student, parent or guardian a list of public and private agencies that work toward improving those aspects of the student's attitudes and behavior that contributed to the incident(s) for which the expulsion was ordered.

E. Appeal Hearing to Board of Education

In addition to the procedural provisions contained in sections C and D, the following procedures shall be observed in hearings held before the Board of Education or its designee on both suspensions and expulsions:

1. The Board shall act upon such suspension or expulsion at a public meeting.
2. The Board or its designee shall cause to be made a verbatim record of the appeal hearing.
3. The Board may, by a majority vote full membership, or by the action of its designee, affirm the order of suspension or expulsion, reinstate the student, or otherwise reverse, vacate or modify the order of suspension or expulsion.
4. Upon reaching a decision, the Board of Education or its designee shall notify the principal, student, parent/guardian, in writing, of the decision and also of the fact that the student may appeal said decision to the Court of Common Pleas of Cuyahoga County pursuant to the provisions of Chapter 2506 of the Ohio Revised Code.

F. Referral and Reporting

1. The Universal Referral Form, K-12, will be used by all school employees to refer a student for discipline.

2. The Universal Reporting Form, K-12, shall be used to report to all teachers of students who have been suspended or expelled.

G. Academic Consequences of Suspension or Expulsion

1. Suspension - Teachers, upon request, shall provide class assignments to a student serving a suspension. Up to one-half credit will be given for work done during a period of suspension, if submitted on the day of the student's return to school. No credit shall be earned for missed final examinations and/or tests.
2. Expulsion - Students returning from expulsion will not be given an opportunity to earn or be granted appropriate credit for work missed during the time of expulsion.

II. Suspension/Expulsion of Students with an Identified Disability

The rights of students with an identified disability are additionally protected by Board of Education policy, federal and state laws which outline suspension and expulsion procedural safeguards for dealing with these students.

III. Permanent Exclusion

Pursuant to Section 3313.662 of the Ohio Revised Code, the Superintendent of Schools and Board of Education are empowered to recommend to the State Superintendent of Public Instruction that a student convicted of any of the offenses enumerated in ORC 3313.662 be permanently excluded from attending any public schools in the State of Ohio.

A recommendation for permanent exclusion may be requested if a student is convicted of any of the following offenses:

1. Conveying deadly weapons or dangerous ordnance onto school property or to a school function.
2. Possessing deadly or dangerous ordnance on school property or at a school function.
3. Carrying a concealed weapon on school property or a school function.
4. Trafficking in drugs on school property or a school function.
5. Murder or aggravated murder on school property or a school function.
6. Voluntary or involuntary manslaughter on school property or at a school function.
7. Assault or aggravated assault on school grounds or at a school function.
8. Rape, gross sexual imposition, or felonious sexual penetration on school grounds, at a school function, or when the victim is a school employee.
9. Complicity in any of the above offenses, regardless of location.

COMMUNITY SERVICE OPTIONS FOR STUDENTS SUSPENDED OR EXPELLED UNDER SECTION 3313.66 ORC

The members of the Cleveland Heights-University Heights Board of Education establish a program of community service. The superintendent may require a student to perform community service in conjunction with or in place of a suspension or expulsion under the following guidelines.

1. Only the superintendent may apply the community service option beyond the end of the school year in lieu of applying the suspension or expulsion into the following school year.
2. In order for a student to be considered for the community service option he/she must be recommended by their building principal to the superintendent.
3. The principal recommending the student to the superintendent shall submit a list of worthwhile projects to the superintendent that would benefit their building. Such activities as washing windows, washing student lockers, caring for lawns or shrubbery, assisting the secretary with inventory of materials, books, or supplies, etc., assisting the custodial staff with routine repairs, cleaning carpeting, assisting with mass mailings are some examples of projects that would be approved.
4. All community service options will be performed within the school community.
5. Students will be assigned to a specific person for their work assignments and supervision.
6. Clear understandings of employee responsibilities for supervision of the student shall be agreed upon at the beginning of the assignment.

7. A written report of the student's job performance shall be completed by the activity supervisor and submitted to the Department of Pupil Services at the conclusion of the assignment.
8. Students who fail to complete their jobs or perform in an unsatisfactory manner shall attend a disciplinary hearing with their parents. Facts and circumstances will be reviewed to determine if the suspension or expulsion shall be carried over into the fall semester.
9. All child labor laws (including the use of machinery) must be observed.
10. The community service option cannot be used to determine eligibility for any sport or co-curricular activity.
11. This is not a credit option and should not be confused with other community service options that may exist under secondary school standards.

ATTENDANCE PROCEDURES

I. Regular Day School Program

All parents/guardians are responsible for their child's attendance at school. Parents/guardians are also responsible to notify school personnel when their child is absent. A record of student attendance shall be kept by the teacher which shall be the official attendance record for that particular class. The superintendent of schools shall establish administrative procedures necessary to implement and insure a uniform system of attendance procedures and recordkeeping.

- A. A parent/guardian must notify the school to report a student's absent.
- B. The school will contact a parent/guardian if the office has not been notified of a student's absence. If contact has not been made within forty-eight hours, the school will notify the Pupil Services Department.
- C. When a student's attendance is considered "irregular," the school will contact the parent/guardian and/or refer the student to the district's attendance officer.
- D. Middle school students must report to the office for an admit slip upon the return from an absence. Students who come to class without an admit slip shall be considered unexcused.
- E. High school students must present proof (written or by phone) to excuse an absence within seventy-two hours of their return to school.

II. Requirements and Grading

For purposes of this section, absences accumulated during suspensions shall be deemed excused absences. However, the absences accumulated during the student's first suspension of the semester shall not compute as either excused or unexcused absences in determining a grade of "FA".

- A. Attendance is required during all scheduled periods, including classes, study halls, homeroom, lunch, and mandatory programs. All students will remain in the school buildings during the school day unless educational options away from the school building have been approved or students secure permission from the attendance office, their respective principal, or the school nurse to leave.
- B. When a student, grades nine through twelve, accumulates six unexcused absences, or fifteen excused and/or unexcused absences in a class at any time during the semester, the student automatically receives a grade of "FA" to indicate failure due to absence. However, the teacher of the class may petition the house principal to pass the student. This petition can be made, in writing, at any time prior to the last five days of the semester.
- C. Students returning from excused (up to 15 days) and released absences, will be given either an opportunity to earn appropriate credit, or will be granted appropriate credit for work missed during the excused or released absences.
- D. A high school student who accumulates excused absences due to extraordinary medical circumstances or pregnancy resulting in the assignment of an "FA", may submit in writing to the assistant principal for curriculum a petition to waive the automatic assignment of the "FA". The petition shall clearly delineate the medical circumstances that caused the absences and shall be accompanied by an appropriate physician's letter. The petition must be submitted no later than 10 school days after the 15th recorded absence or 10 school days after her/his return to the high school. The assistant principal for curriculum shall confer with the school nurse and refer and present a petition to a Pupil Services Team which shall either grant or deny the petition. The decision shall be communicated in writing to the student, parent/guardian, the student's teachers, and the house attendance office.

III. Return After Absence

Students returning from an absence are required to follow school rules for readmittance.

IV. Excused Absences

Excused absences are defined as those due to illness, medical/dental appointments, court appearances, religious obligations, funerals, or for absences due to family or other emergencies as approved by the Assistant Superintendent for Middle Schools and High School.

V. Home Instruction and Released Absences

- A. "Home Instruction" is an individualized special education program provided to a student with a disability which prevents the student from attending school even with special transportation. The multifaceted evaluation and the resultant IEP indicate that a student is physically or emotionally unable to attend school and that this alternative is the least restrictive instructional option for the student.
- B. Students returning from home instruction will be treated as transfers and not penalized. Pupil progress reports will be given by the home instructor.
- C. Students granted released absences by the principal shall be counted as present and not penalized for the absences. Such absences include:
 - 1. Field trips for which the principal has granted permission.
 - 2. Released absences or tardies from class for related school activities (athletics, concerts, programs, staff activities, etc.) approved by the principal or a staff member.

VI. Violations

When a student is in violation of attendance rules, his/her case will be referred to the attendance officer who may take appropriate action, as authorized by the laws of Ohio, to insure future compliance. The parents/guardians of these students will be held responsible and may face prosecution by the school district.

VII. Summer School

The rules and regulations enumerated herein and the procedures described under "Removal from School, 1. Types of Removal," Sections A through G, shall apply to students enrolled in summer school programs operated by the district.

This policy shall be evaluated periodically and may be amended as needed by the Cleveland Heights-University Heights Board of Education.

* Ohio Revised Code 3313.661

Adopted by Board of Education February 9, 1970

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