# AGREEMENT

**between the**

## The Cleveland Heights–University Heights

## Board of Education

**and the**

## Educational Administrative and Professional Staff Council

## (EAPSC)

Effective

## July 1, 2025 - June 30, 2028

# TABLE OF CONTENTS

**1.00.0 LEAVE OF ABSENCE ..... 6**
1.01.0 ADOPTION LEAVE ..... 6
1.02.0 ASSAULT LEAVE ..... 6
1.03.0 COMPULSORY LEAVE ..... 7
1.04.0 FOREIGN ASSIGNMENT LEAVE ..... 8
1.05.0 JURY DUTY ..... 8
1.06.0 CHILD CARE LEAVE ..... 8
1.07.0 PATERNITY LEAVE ..... 9
1.08.0 PERSONAL LEAVE AND ADMINISTRATIVE LEAVE ..... 9
1.09.0 PROFESSIONAL LEAVE ..... 10
1.10.0 PROFESSIONAL STUDY LEAVE ..... 10
1.11.0 OTHER NON-PROFESSIONAL LEAVES ..... 11
1.12.0 SICK LEAVE ..... 11
1.13.0 UNPAID LEAVE (Including Child Care and Medical) ..... 12
1.13.3 FMLA (Family and Medical Leave Act) ..... 12
1.14.0 PART-TIME PRORATION ..... 12
1.15.1 ADDITIONAL DUTIES DUE TO LEAVES OF ABSENCE ..... 12
1.15.2 INDEPENDENT PROFESSIONAL ACTIVITY ..... 13
**2.00.0 HOLIDAYS ..... 13**
**3.00.0 SEVERE WEATHER AND EMERGENCIES ..... 13**
**4.00.0 INSURANCE AND FRINGE BENEFITS ..... 14**
4.01.0 DISABILITY INSURANCE ..... 14
4.02.0 MEDICAL AND HOSPITALIZATION ..... 14
4.02.1 Physical Examinations ..... 16
4.02.2 Section 125 (Flexible Spending Account); ..... 16
4.02.3 Hepatitis B Vaccine ..... 16
4.02.4 Application ..... 16
4.02.5 Telemedicine benefit ..... 16
4.02.7 ..... 16
4.02.8 Hearing benefit ..... 16
4.02.9 Medicare ..... 16
4.02.10 Adverse Selection and Part-Time Prorate ..... 16
4.02.11 Existing Policies ..... 17
4.02.12 ..... 17
4.02.13 Waiver of Coverage ..... 17
4.02.14 Spousal Employment ..... 18
4.02.15 Cranial Prosthesis ..... 18
4.03.0 LIABILITY INSURANCE ..... 18
4.04.0 LIFE INSURANCE ..... 18

4.05.0 DENTAL, VISION, PRESCRIPTION DRUG, SKILLED NURSING..... 18
4.06.0 WORKERS' COMPENSATION ..... 19
**5.00.0 SALARY..... 19**
5.01.3 AUTOMATIC PAYROLL DEPOSIT ..... 19
5.02.0 ESTABLISHMENT OF SALARY ..... 20
5.04.1 ELEMENTARY & ALTERNATIVE EDUCATION PRINCIPAL STIPEND FOR VARIED STUDENT ENROLLMENT..... 22
5.05.0 SEVERANCE PAY ..... 22
5.06.0 TAX SHELTER PROVISION FOR MEMBER CONTRIBUTIONS TO STRS/SERS... 22
5.07.0 ADMINISTRATIVE PROFESSIONAL DEVELOPMENT EXPERIENCES ..... 23
5.08.0 LONGEVITY PAY ..... 23
**6.00.0 EXTENT OF EMPLOYMENT/VACATIONS ..... 23**
**7.00.0 CONTRACTS ..... 24**
**8.00.0 SCHOOL CALENDAR ..... 25**
**9.00.0 DUES DEDUCTION..... 25**
**10.00.0 SUMMER SCHOOL/SATURDAY SCHOOL/NIGHT SCHOOL ..... 25**
**11.00.0 EXTENDED SERVICE ..... 25**
**12.00.0 EARLY NOTIFICATION PAYMENT ..... 26**
12.00.1 PAYMENT AND DEFERRAL OF SEVERANCE PAY/EARLY NOTIFICATION PAYMENT ..... 26
**13.00.0 NEGOTIATIONS PROCEDURE..... 26**
**14.00.0 MILEAGE REIMBURSEMENT..... 27**
**15.00.0 LENGTH OF AGREEMENT..... 27**
**16.00.0 COMPENSATION ..... 27**
**APPENDIX ..... 29**
APPLICATION FOR ASSAULT LEAVE..... 30
APPLICATION FOR COMPULSORY LEAVE..... 31
APPLICATION FOR ADMINISTRATIVE PROFESSIONAL ..... 32
DEVELOPMENT EXPERIENCE (TUITION REIMBURSEMENT)..... 32
APPENDIX 5 Medical Mutual of Ohio..... 34
**INDEX BY TOPIC..... 36**

**THE CLEVELAND HEIGHTS–UNIVERSITY HEIGHTS CITY SCHOOL DISTRICT**

**Elizabeth Kirby, Superintendent**

## THE BOARD OF EDUCATION

Malia Lewis, Board President
Gabe Crenshaw, Board Vice President
Dan Heinz
Phil Trimble
Jodi Sourini

## THE NEGOTIATING TEAMS

**For The Board of Education:**

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

**For the Educational Administrative and Professional Staff Council:**

Allison Byrd, President
Dr. Brian Williams, Vice-President
Patrick McNichols

**ELECTED OFFICERS for EAPSC**

| | |
|---|---|
| President | Allison Byrd |
| Vice President | Dr. Brian Willaims |

**The EDUCATIONAL ADMINISTRATIVE AND PROFESSIONAL STAFF COUNCIL (EAPSC)** is the recognized organization of all administrators and professional staff members of the Cleveland Heights-University Heights School District. The BOARD OF EDUCATION recognized the EAPSC (formerly, the Educational Administrative Council or "EAC") as the administrative organization on August 10, 1970 through the approval of the Memorandum of Understanding:

> The EAPSC is the organization representing all Executive Directors, Directors, Principals, Assistant Principals, Coordinators and Supervisors, both certificated / licensed and classified, with the exception of the Superintendent, Assistant Superintendents, Treasurer, Assistant Treasurer, Supervisor of Payroll, Director of Business and Operations, Financial Specialist, and Human Resources Specialist.

Professional Responsibilities:

**1.** Members of the bargaining unit have the authority to effect and are accountable for the school environment, staff and program improvement. They are also responsible for following established procedures for evaluation of staff.

**2.** Members of the bargaining unit assume responsibility as a group for maintaining and improving professionalism in their own rank.

**3.** Members of the bargaining unit accept a leadership role in the community in the educational field.

4. Selection of staff and designation of duties is a team responsibility. The Chief of Human Resources and Operations will secure candidates for building principals and other personnel as necessary.

5. The Human Resources Department will post all new positions internally for 5 days concurrently with an external posting. This can be waived by either side in an emergency situation.

6. Recognizing that members of the bargaining unit are the fundamental link between the Superintendent and other Board of Education employees and that the relevance and effectiveness of the member's role in the school system may be altered by negotiations, the EAPSC will serve as consultants to the Board's Team during negotiations as called upon.

**7.** The Human Resources Department will send electronically the Agreement for distribution to the Bargaining Unit Members and the format of the publication shall be determined in conference with the EAPSC President and/or his/her designee.

**8.** Direct communication between the Superintendent and EAPSC member(s) will always be available upon the request of either party. If questions or concerns cannot be resolved to the satisfaction of both parties, a hearing with the Board may be requested.

**9.** An administrative ombudsman, appointed by the EAPSC President will be available to represent all administrators & professional staff members during all fact-findings.

## 1.00.0 LEAVE OF ABSENCE

For any leave of one-half (1/2) day or more, the Bargaining Unit Member is responsible to report his/her absence and reason for absence in AESOP – the Automated Employee Absence & Substitute Management System, and notify his/her immediate supervisor.

### 1.01.0 ADOPTION LEAVE

**1.01.1** 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 (1) spouse employed by the Board shall be granted such leave. Prior notice should be given as early as possible. If extenuating circumstances are presented in writing to the Chief of Human Resources and Operations, a maximum of thirty (30) additional days may be granted at the discretion of the Administration.

**1.01.2** Leave without pay shall be granted to a male or female member 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 (5) on the date the adopted child becomes a resident of the household. The member may select one of the following options:

1. The leave may be granted for a maximum of three (3) months or until the end of the current semester whichever the member prefers. This leave option will not terminate the member's present contract as an administrator or professional staff member. This leave will be on condition that the member receives credit on the salary schedule and credit toward tenure during the leave. Employment in the former assignment upon return from leave is assured.

2. The leave of more than three (3) months will continue until the end of the school year in which it is granted. This leave option will terminate the member's present contract as an administrator or professional staff member. An additional two (2) leaves will, upon request, be granted each for an additional full school year. The granting of such extended leave will be on the condition that the member not receive credit on the salary schedule or credit toward tenure during the extended leave. Employment upon return from this leave is assured, but not necessarily in the member's former assignment.

**1.01.3** Bargaining unit members requesting either option waive the obligation of the Board to contribute to the State Teachers Retirement System (STRS) or State Employment Retirement System (SERS). The Bargaining Unit Member may continue to purchase retirement benefits for any leave for which the STRS or SERS will allow.

### 1.02.0 ASSAULT LEAVE

**1.02.1** Pursuant to §3319.143, an employee who is unable to work because of injury resulting from an assault received in or arising out of employment, whether during or outside of school hours and whether on or off school property, 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. Assault leave is limited to a maximum of one (1) year.

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

**1.02.3** The employee shall not qualify for, or 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.) Employees shall also be required to complete an incident report form within ten (10) days of the incident, or as soon thereafter as is possible, disclosing the nature, participants, witnesses, and location of the assault. In addition, an employee receiving assault leave must agree to provide written and/or verbal testimony to assist the Board and the administration as necessary to ensure appropriate disciplinary action is taken against the attacker. Falsification of either a signed statement, assault leave form, or a physician's certificate is grounds for disciplinary action up to and including termination. (See Appendix for form.)

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

**1.02.5** An employee who is on assault leave must apply for disability benefits under STRS/SERS as soon as the employee becomes eligible. Board payment for assault leave shall be discontinued as of the date of the STRS/SERS board decision as to whether the employee is eligible for disability benefits or is otherwise eligible for STRS/SERS benefits for age or for retirement. An employee who has not been granted STRS/SERS 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 1.13.0 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 to confirm the continuing disability.

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

## 1.03.0 COMPULSORY LEAVE

**1.03.1** A member required to respond to a subpoena issued in a matter involving the discipline of a student, or a court proceeding involving a student, or a court proceeding involving professional services during a vacation period or non-regularly scheduled work day shall be compensated at $100.00 per day or any part of a day upon submission of the subpoena for verification to the Chief of Human Resources and Operations.

**1.03.2** 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 the subpoena for verification to the Chief of Human Resources and Operations.

**1.03.3** Any compensation other than the above or mileage received for compulsory leave must be paid to the Board of Education. Time served under compulsory leave will not be charged to sick or personal leave. (See Appendix for form.)

## 1.04.0 FOREIGN ASSIGNMENT LEAVE

**1.04.1** Leave of absence may be granted by the Superintendent with Board approval to not more than two Bargaining Unit Members at any one time to accept foreign assignment for a maximum of two (2) years. This leave will terminate the member's present contract as an administrator or professional staff member. Employment upon return from this leave is assured, but not necessarily in the member's former assignment.

**1.04.2** Bargaining unit members requesting such leave waive the obligation of the Board to contribute to the State Teachers Retirement System (STRS) or State Employment Retirement System (SERS). The Bargaining Unit Member may continue to purchase retirement benefits for any leave for which the STRS or SERS will allow.

**1.04.3** In the application for foreign assignment leave the employee shall delineate the specifications for self-improvement and the resulting direct benefits to the district. Time spent in such assignment may be credited as experience on the salary schedule.

## 1.05.0 JURY DUTY

**1.05.1** Bargaining unit members called to serve on juries during regularly scheduled work days will receive full compensation provided written proof of length of duty from the court bailiff is presented to the Human Resources Department. Time served for jury duty will not be charged to sick leave or personal leave.

## 1.06.0 CHILD CARE LEAVE

**1.06.1** In order to assist in the assigning of staff and to be able to determine staff needs, a member 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.

**1.06.2** Accumulated paid sick leave may be used by a pregnant member 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 six (6) weeks subsequent to delivery.

**1.06.3** If a pregnant member prefers not to use accumulated paid sick leave or exhausts her accumulated sick leave credit, the member may apply for one of the following options:

1. A leave of absence without pay or benefits for a maximum of three (3) months or the period of time extending through the end of the current semester. However, the total time of leave shall include any time taken post-delivery, under section 1.06.2. This leave option will not terminate the member’s present contract as an administrator or professional staff member. This leave will assure that the member receives credit on the salary schedule and credit toward tenure during the leave. Employment in the former assignment upon return from leave is assured.

2. A leave of absence without pay or benefits will be granted for any time during the last eight (8) months of pregnancy. The leave will continue until the end of the school year in which it is granted. This leave option will terminate the member's present contract as an administrator or professional staff member. An additional two (2) leaves will, upon request, be granted each for an additional full school year. The granting of such extended leave will be on condition that the members not receive credit on the salary schedule or credit toward tenure during the extended maternity leave. Employment upon return from this leave is assured, but not necessarily in the member's former assignment.

**1.06.4** Bargaining unit members requesting either option, beyond the time period specified in section 1.06.2, waive the obligation of the Board to contribute to the State Teachers Retirement System (STRS) or State Employees Retirement System (SERS). The Bargaining Unit Member may continue to purchase retirement benefits for any leave for which the STRS or SERS will allow.

## 1.07.0 PATERNITY LEAVE

Sick leave to a maximum of twenty (20) days may be used as paternity leave. Such leave may be taken only immediately after delivery or when the newborn arrives at home. The applicant must be the spouse or domestic partner under the Cleveland Heights Domestic Partner registry of the woman delivering the baby.

## 1.08.0 PERSONAL LEAVE AND ADMINISTRATIVE LEAVE

**1.08.1** Personal leave not to exceed three (3) days a year shall be granted to each employee. Full time employees hired after the start of the contract year shall be entitled to a prorated number of personal days rounded to the nearest one-half day. Personal leave may be used for such occasions as religious holidays, personal graduations and weddings, graduation and weddings of members of the immediate family or personal business that cannot be performed at any other time. Personal leave is intended to cover emergency or other business that cannot be performed at any other time.

**1.08.2** Personal leave shall be requested by reporting in AESOP – the Automated Employee & Substitute Management System. Whenever feasible, such request shall be made at least one week prior to the date requested for such leave.

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

**1.08.5** Requests for personal leave on the day immediately preceding or following a school vacation period will not be approved, except under very unusual circumstances. Approval must be granted by employee's immediate supervisor and the Chief of Human Resources and Operations. Employees may be required to provide a reason for such a request.

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

**1.08.7** Personal leave shall be for personal business which cannot be performed at any other time. Falsification of such leave shall be grounds for disciplinary action up to and including termination.

**1.08.8** When students are in attendance during the normal school day and it is necessary for a building administrator or professional staff member to be absent or to leave the building for a portion of the day for personal or administrative reasons he/she is permitted to do so at his/her discretion. It is his/her responsibility, if he/she is not readily reachable, to notify his/her immediate supervisor and/or the office of the Chief of Human Resources and Operations or Superintendent.

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

## 1.09.0 PROFESSIONAL LEAVE

**1.09.1** Professional leave may be granted for:

1. The purpose of visiting other schools, attending to school business or rendering professional services.

2. For attendance at professional meetings as approved by the Superintendent and/or his or her designee.

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

**1.09.3** Applications for professional leave shall be completed at least one week in advance of leave except where circumstances do not make this possible.

## 1.10.0 PROFESSIONAL STUDY LEAVE

**1.10.1** Professional study leave may be granted to an employee at the Superintendent's discretion for a maximum of two (2) years. Professional study leave may be granted to pursue advanced degrees, conduct research or other related activities agreed to by the Bargaining Unit Member and the Superintendent. This leave will terminate the employee's present contract as an administrator or professional staff member. Employment upon return from this leave is assured, but not necessarily in the member's former assignment.

**1.10.2** Employees requesting such leave waive the obligation of the Board to contribute to the State Teachers Retirement System (STRS) or State Employees Retirement System (SERS). Employees may continue to purchase retirement benefits for any leave for which the STRS or SERS will allow.

## 1.11.0 OTHER NON-PROFESSIONAL LEAVES

**1.11.1** A one-year leave of absence may be granted at the sole discretion of the Superintendent to a staff member for other than professional study at his/her own expense. Not more than three (3) 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 (10) years of service in the school system. This leave will terminate the member's present contract as an administrator or professional staff member. Employment upon return from this leave is assured, but not necessarily in the member's former assignment.

**1.11.2** Bargaining unit members requesting such leave waive the obligation of the Board to contribute to the State Teachers Retirement System (STRS) or State Employees Retirement System (SERS). The Bargaining Unit Member may continue to purchase retirement benefits for any leave for which the STRS or SERS will allow.

## 1.12.0 SICK LEAVE

**1.12.1** All Bargaining Unit Members shall be credited with current sick leave at the beginning of the school year to a maximum of ten (10) days with credit to apply after reporting for duty on the first contract day, excluding Labor Day, of each year. 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 their 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.

**1.12.2** 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 administrator's or professional staff member's grandfather or grandmother, and members of the immediate household of the administrator or professional staff member. Routine doctor, dental and/or other health service provider visits which are not an emergency or related to a current illness or injury are not an appropriate use of sick leave. To the extent such appointments cannot be scheduled outside of the workday or work week, members are to utilize personal leave. Sick leave to a maximum of twenty (20) days may also be used as paternity leave immediately after delivery or when the newborn arrives home. The applicant must be the spouse or domestic partner under the Cleveland Heights Domestic Partner registry of the woman delivering and working as an administrator or professional staff member.

**1.12.3** 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.

**1.12.4** 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.

**1.12.5** Payment for sick leave is obtained by reporting the absence in AESOP, our Automated Employee & Substitute Management System. Reporting an absence in AESOP is considered a digital signature.

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

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

**1.13.0 UNPAID LEAVE (Including Child Care and Medical)**

**1.13.1** Any granting of a leave of absence without pay may terminate the member's present administrative contract. Time spent in such a leave will not be credited as experience on the salary schedule nor obligate the Board to contribute to the State Teachers Retirement System (STRS) or State Employees Retirement System (SERS). The Bargaining Unit Members may continue to purchase retirement benefits for any leave for which the STRS and SERS will allow.

**1.13.2** Employment upon return from such a leave is assured, but not necessarily in the member's former status and assignment. An assignment to another position will result in the appropriate compensation specific to that position.

**1.13.3 FMLA (Family and Medical Leave Act)**

Administrators or professional staff members are entitled to leave to the extent provided in the Family Medical Leave Act (FMLA) and its associated regulations. For purposes of this Section, "12-month period" is defined as the "12-month period measured forward from the date the employee's first FMLA leave begins" (i.e. the leave year is specific to each employee). The member is entitled to twelve (12) weeks of leave during the 12-month period beginning on the first date FMLA leave is taken. The next 12-month period commences the first time FMLA leave is taken after the completion of any previous 12-month period.

**1.14.0 PART-TIME PRORATION**

**1.14.1** 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.

**1.15.1 ADDITIONAL DUTIES DUE TO LEAVES OF ABSENCE**

When an administrator or professional staff member is on leave for more than twenty (20) work days, and another administrator or professional staff member is required to assume additional job responsibilities because of the absence, the Superintendent and President of EAPSC will evaluate the appropriateness of a compensatory supplement.

**1.15.2 INDEPENDENT PROFESSIONAL ACTIVITY**

The Board and the EAPSC believe that administrators engage in a number of professional activities that are important for both professional growth and student academic improvement. For the 2025-2026, 2026-2027, and 2027-2028 school years, in addition to the regular work year, each member

of the bargaining unit member will be provided an additional day outside the regular work days for self-directed professional activities. The time when the professional activity is completed shall be left to the discretion of the bargaining unit member. Payment for the day shall be on a per diem basis and will be paid with the first payroll in December.

1.15.3 For the 2025-2026, 2026-2027, and 2027-2028 school years, after the last student day and last teacher work day, EAPSC members may work remotely for up to two work days in the month of June, or July, where applicable, so long as prior notice is provided to the members' supervisor and as long as such remote work does not interfere with required work duties.

## 2.00.0 HOLIDAYS

**2.00.1** Full salary is allowed all employees on annual contract for legal holidays falling on his/her regular work days with the following qualifications:

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

**2.00.3** 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 a part of the absence, provided the employee resumes his/her duties on the next regular school day.

**2.00.4** 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.

**2.00.5** When a legal holiday falls on a Saturday or Sunday, the employee shall receive salary for the day observed, provided the holiday officially is declared as a national holiday or is an approved holiday on the school calendar.

**2.00.6** In addition to legal holidays falling on his/her regular workday, 260-day employees shall also be entitled to holiday observance for Christmas Eve, New Year's Eve, Juneteenth**,** and Good Friday.

## 3.00.0 SEVERE WEATHER AND EMERGENCIES

**3.00.1** During periods of heavy snow or other severe weather conditions which cause impassable streets and necessitate the cancellation of classes by the Superintendent, Bargaining Unit Members will not be required to report to their respective assignments except those specifically listed. No payroll deductions will be made against those not reporting nor will personal leave or sick leave be affected if the Bargaining Unit Member is unable to report.

For the 2025-2026, 2026-2027, 2027-2028 school years, at which time it shall expire unless extended by mutual agreement of the parties, members will be required to participate in virtual meetings if the following conditions are applicable:

1. The meeting was scheduled no less than 3 school days prior to the cancellation of classes. Or

2. The meeting is directly related to emergency school closure (i.e. bomb threat, damage to facilities, weapons . . . . )

3. Virtual participation shall not exceed ½ day.

Members will receive compensation for their participation prorated at their per diem rate.

**3.00.2** In case of severe weather and non-cancellation of classes, all administrators and professional staff members will be expected to report to their respective assignments at the regular hours unless excused by the Superintendent of Schools.

**3.00.21** In the event classes are cancelled and the entire School District is closed, administrators and professional staff members who are required to come to work will receive compensatory time off, with the approval of their supervisor, or it may be converted to vacation time.

**3.00.3** Classified administrative personnel required to work during severe weather and other emergencies when classes are cancelled:

a. Supervisor of Transportation

## 4.00.0 INSURANCE AND FRINGE BENEFITS

### 4.01.0 DISABILITY INSURANCE

**4.01.1** Insurance for income continuance, the terms of which are governed by the language in the insurance policy, will be provided for each eligible bargaining unit member as follows:

**a**. **Short term disability** - After a waiting period of 31 days, an eligible member may collect 50 percent of his or her base weekly salary, up to a maximum of $700 per week, for a period not to exceed 26 weeks.

**b**. **Long term disability** - After a waiting period of 180 days, an eligible member with fewer than 5 years of Ohio service credit may collect 60 percent of his or her base monthly salary, up to a maximum of $5,000 per month, for a period and with payments offset, as defined in the insurance policy.

### 4.02.0 MEDICAL AND HOSPITALIZATION

a. The Board shall provide medical single or family coverage**.**

Effective March 1, 2021, the full-time employee monthly premium contribution for medical coverage, including prescription drug, will be as follows:

i. Bargaining unit members with a salary (for salaried employees) or annual compensation* (for hourly employees) less than 0.8 multiplied by BA Step 1 of the Regular Salary Schedule in Appendix B of the negotiated agreement for the Cleveland Heights Teachers Union ("Regular Salary Schedule") shall contribute 9% of the monthly premium for single coverage and 9% of the monthly premium for family coverage

ii. Bargaining unit members with a salary (for salaried employees) or annual compensation* (for hourly employees) equal to or more than 0.8 multiplied by BA

Step 1 of the Regular Salary Schedule but less than 1.4 multiplied by BA Step 1 of the Regular Salary Schedule shall contribute 10% of the monthly premium for single coverage and 10% of the monthly premium for family coverage

iii. Bargaining unit members with a salary (for salaried employees) or annual compensation* (for hourly employees) equal to or more than 1.4 multiplied by BA Step 1 of the Regular Salary Schedule shall contribute 11% of the monthly premium for single coverage and 11% of the monthly premium for family coverage

*"Annual compensation" for hourly employees is calculated as an employee's regularly scheduled hours per day multiplied by hourly rate multiplied by work days per contract year.

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

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

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

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

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

c. Plan Design

Plan Design: Effective March 1, 2021, or February 1, 2021; whichever date in sooner based on when Medical Mutual can convert to Appendix 5; the Board agrees to provide the medical plan design as included in Appendix 5.

**4.02.1 Physical Examinations**

Where not otherwise furnished through the existing provider's coverage, reimbursement will be made for routine physical examinations. The allowable frequency of such routine examinations is as follows:

| Age | Frequency |
|---|---|
| 30-39 | 1 every 5 years |
| 40-49 | 1 every 3 years |
| 50-59 | 1 every 2 years |
| over 60 | Annual |

In addition to the routine physical examination, a routine OB/GYN examination shall also be provided annually. If not furnished through existing provider's coverage, reimbursement will be made for the routine OB/GYN examination once per year.

**4.02.2 Section 125 (Flexible Spending Account);**

**4.02.3 Hepatitis B Vaccine**

Each member shall be eligible to receive a Hepatitis B Vaccination upon hire at Board expense.

**4.02.4 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.

**4.02.5 Telemedicine benefit**

**4.02.6 SaveonSP Program**

Members whose specialty medication is eligible for this Program shall enroll and participate; once properly enrolled, the member's responsibility shall be $0 in copay. (If the SaveonSP Program is no longer available for a specialty medication, Article 8.E. copays shall apply.)

**4.02.7**

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

**4.02.8 Hearing benefit**

**4.02.9 Medicare**

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

**4.02.10 Adverse Selection and Part-Time Prorate**

Any part-time member of the bargaining unit who participates must enroll in all benefits under Section 4.05 or none.

Members of the bargaining unit employed on less than a full-time basis who elect coverage under 4.05 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 canceled, 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.

**4.02.11 Existing Policies**

No contributions 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.

**4.02.12**

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

**4.02.13 Waiver of Coverage**

A. Any bargaining unit member covered under family coverage of the school district's health insurance who declares in writing to the District Treasurer before September 15th of any contract year, that he/she does not elect to be covered under one of the District's insurance options under Section 4.02 for the entire school year may opt out of the District Plan, if he/she is covered by another plan outside the District. Said election shall be effective at the 1st day of the month following election and shall continue until a new election is made pursuant to the provisions of this section. Additionally, employees hired after September 1st and employees who first become eligible for benefits after September 1st may declare in writing to the District Treasurer that he/she does not elect to be covered under Section 4.02 for the remainder of the period from the date of hire through the subsequent August 31 may opt out of the District Plan, if he/she is covered by another plan outside the District. If an employee opts out of the medical plan coverage of the District, that employee may only be permitted to change his/her election and to reenroll under the health plan prior to the following August 31 if (1) there has been a change in status that would permit the employee to change his/her election under the applicable rules and regulations of the IRS under Section 125 of the Federal tax law, and (2) such change would be a qualifying event defined by the health plan of the school district. If the employee's election of no coverage remains in effect until the following August 31, said bargaining unit member shall be paid $1,000 for the 12 month period from the effective date of his/her election [or number of months employed or eligible for benefits to August 31st if a new employee or first time eligible employee or to the end of the month for which coverage has not been received if the election is changed as permitted in this paragraph] (prorated for persons who have prorated insurance to the same percentage as paid by the Board for prorated insurance). The payment provided in this section shall be paid in a lump sum on June 30th in that school year that coverage was waived.

B. Any bargaining unit member covered under single coverage of the school district's health insurance plan who declares in writing to the District Treasurer before September 15th of any contract year, that he/she does not elect to be covered under one of the District's insurance options under Section 4.02 for the entire school year may opt out of the District Plan, if he/she is covered by another plan outside the District. Said election shall be effective at the 1st day of the month following election and shall continue until a new election is made pursuant to the provisions of this section. Additionally, employees hired after September 1st and employees who first become eligible for benefits after September 1st may declare in writing to the District Treasurer that he/she does not elect to be covered under section 4.02 for the remainder of the period from the date of hire through the subsequent August 31 may opt out of the District Plan, if he/she is covered by another plan outside the District. If an employee opts out of the medical plan coverage of the District, that employee may only be permitted to change his/her election and to reenroll under the health plan prior to the following August 31 if (1) there has been a change in status that would permit the employee to change his/her election under the applicable rules and regulations of the IRS and under Section 125 of the Federal tax law, and (2) such change would be a qualifying event defined by the health plan of the school district. If the employee's election of no coverage remains in effect until the following August 31, said bargaining unit member shall be paid $500 for the 12 month period from the effective date of his/her election [or number of months employed or eligible for benefits to August 31st if a new employee or first time eligible employee or to the end of the month for which coverage has not been received if the election is changed as permitted in this

paragraph] (prorated for persons who have prorated insurance to the same percentage as paid by the Board for prorated insurance). The payment provided in this section shall be paid in a lump sum on June 30th in that school year that coverage was waived.

**4.02.14 Spousal Employment**

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

**4.02.15 Cranial Prosthesis**

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

## 4.03.0 LIABILITY INSURANCE

**4.03.1** The Board shall provide a liability insurance plan that includes a claims occurrence provision and civil suit for all members of the bargaining unit in accordance with Section 3313.203.

## 4.04.0 LIFE INSURANCE

**4.04.1** Term life insurance is to be provided to Bargaining Unit Members on the basis of three times the member's annual salary (to a maximum of $350,000).

## 4.05.0 DENTAL, VISION, PRESCRIPTION DRUG, SKILLED NURSING

**4.05.1** These benefits are guaranteed as follows:

These benefits are guaranteed as follows:

Dental: 100% Preventative (to include pit and fissure sealants) and
80% basic/major/restorative (to include implants) (annual limit of $3,300) on dental; and
80% orthodontia (lifetime limit of $3,300).

90% of HIAA

Prescription Drug: The Board agrees to provide prescription drug as included in Appendix 5.

Vision Care: Eye Exam - up to $70.00
Lenses and Frames:
Single Vision up to $180.00
Bifocals up to $205.00

Trifocals up to $230.00
Contacts up to $130.00
Progressive lens - $205.00

Skilled Nursing: To the extent provided by the contract in effect at the time of services.

**4.06.0 WORKERS' COMPENSATION**

**4.06.1** All employees are covered by Ohio State Workers' Compensation laws in relation to work incurred by injury or accidents arising out of employment.

**5.00.0 SALARY**

**5.01.1** For the following certificated/licensed and classified Bargaining Unit Members, salary will be determined by applying the unit member's ratio to the administrative base salary. For those staff members who qualify, additional credit will be given for training beyond the Masters Degree as per the following schedule (*denotes those positions for which additional training will not be given). Increase additional credits by 5%

| | |
|---|---|
| 10 graduate hours beyond Masters Degree: | $704 |
| 20 graduate hours beyond Masters Degree: | $1,759 |
| 30 graduate hours beyond Masters Degree: | $2,898 |
| 40 graduate hours beyond Masters Degree: | $4,095 |
| 50 graduate hours beyond Masters Degree: | $4,683 |
| PHD / EDD conferred: | $5,854 |

**5.01.2** As of August 1st each contract year, members will be placed and paid at their appropriate step on the salary schedule. If Article 6.01.2 requires members to start a contract year prior to August 1, members will be placed and paid at their appropriate step on the salary schedule as of their new contract year start date. Members move up one step on the ratio scale until the member reaches the last step for his/her position.

**5.01.3 AUTOMATIC PAYROLL DEPOSIT**

All administrators or professional staff members will receive their pay through Automatic Payroll Deposit. Each administrator or professional staff member will identify one financial institution for such purposes.

The Board and the EAPSC agree the Board may move to a semi-monthly schedule, in which case salary shall be paid semi-monthly, paid on consistent dates of each month (e.g. the 10th and 25th of each month), as long as all bargaining units members are informed by April 1 of a change occurring at the beginning of the following school year.

**5.02.0 ESTABLISHMENT OF SALARY**

**5.02.1** In the event that the Board of Education establishes a new position where the individual shall be represented by the EAPSC, the EAPSC and the Superintendent or his/her designee shall negotiate the number of days worked and the ratio to be paid for the position.

**5.02.2** If a job title applies to only one employee and that employee vacates the job, the Superintendent or his/her designee shall negotiate with the EAPSC negotiation team any changes in the job description, ratio, and number of contract days. This procedure will apply regardless of whether or not the position is being filled by an individual currently receiving benefits from a public or private retirement fund.

**ADMINISTRATIVE BASE SALARY**

Effective August 1, 2025 - $90,843 (This is a 3.25% increase over the prior contract year.)

Effective August 1, 2026 - $93,795 (This is a 3.25% increase over the prior contract year.)

Effective August 1, 2027 - $96,844 (This is a 3.25% increase over the prior contract year.)

Upon ratification of this Agreement (Agreement effective July 1, 2025) by both the Board of Education and the EAPSC, each EAPSC employee employed by the District as of the date of ratification by both parties shall receive a one-time, non-recurring stipend in the amount of seven hundred and fifty dollars ($750). This stipend shall be subject to all applicable taxes and withholdings and shall not be added to the employee's base salary.

**RATIOS - ADMINISTRATIVE POSITIONS:**

| POSITION | CONTRACT DAYS | I | II | III | IV |
|---|---|---|---|---|---|
| High School Principal | 260 | 1.36 | 1.38 | 1.40 | 1.42 |
| Director of Research, Data & Assessment | 260 | 1.36 | 1.38 | 1.40 | 1.42 |
| Director of Student Services | 260 | 1.36 | 1.38 | 1.40 | 1.42 |
| Director of Curriculum & Instruction | 260 | 1.36 | 1.38 | 1.40 | 1.42 |
| Director of Principal Leadership & Development | 260 | 1.36 | 1.38 | 1.40 | 1.42 |
| Director of College and Career Readiness | 260 | 1.36 | 1.38 | 1.40 | 1.42 |
| Director of SEL/Academic Supports | 260 | 1.36 | 1.38 | 1.40 | 1.42 |
| Director of Career Technical Ed. & Partnerships | 260 | 1.32 | 1.34 | 1.36 | 1.38 |
| Assistant Director of College and Career Readiness | 260 | 1.32 | 1.34 | 1.36 | 1.381 |
| Middle School Principal | 220 | 1.27 | 1.29 | 1.31 | 1.33 |
| Elementary Principal | 220 | 1.27 | 1.29 | 1.31 | 1.33 |
| Alternative Education Principal | 220 | 1.27 | 1.29 | 1.31 | 1.33 |
| Assistant HS Principal | 220 | 1.21 | 1.23 | 1.28 | 1.30 |

**RATIOS - ADMINISTRATIVE POSITIONS:**

| POSITION | CONTRACT DAYS | I | II | III | IV |
|---|---|---|---|---|---|
| Assistant Middle School Principal | 220 | 1.20 | 1.22 | 1.27 | 1.29 |
| Assistant Elementary School Principal | 220 | 1.20 | 1.22 | 1.27 | 1.29 |
| Coordinator of Curriculum & Instruction | 220 | 1.20 | 1.22 | 1.27 | 1.29 |
| Coordinator of Alternative Education | 220 | 1.20 | 1.22 | 1.27 | 1.29 |
| Coordinator of Student Services | 220 | 1.20 | 1.22 | 1.27 | 1.29 |
| Coordinator of Technology | 220 | 1.20 | 1.22 | 1.27 | 1.29 |
| Coordinator of Career Tech. Ed./Student Support | 220 | 1.20 | 1.22 | 1.27 | 1.29 |
| Coordinator of Safety and Security* | 260 | 1.10 | 1.12 | 1.14 | 1.16 |
| Athletic Director* | 260 | 1.10 | 1.12 | 1.14 | 1.16 |
| Supervisor of Communications* | 260 | 1.10 | 1.12 | 1.14 | 1.16 |
| Supervisor of Federal Prog. Grants* | 260 | 1.10 | 1.12 | 1.14 | 1.16 |
| Supervisor of Community/School Partnerships* | 260 | 1.02 | 1.04 | 1.06 | 1.08 |
| Supervisor of Technology* | 260 | 1.02 | 1.04 | 1.06 | 1.08 |
| Supervisor of Transportation* | 260 | 1.02 | 1.04 | 1.06 | 1.08 |

**NON-ADMINISRATIVE PROFESSIONAL STAFF POSITIONS**

| POSITION | CONTRACT DAYS | I | II | III | IV |
|---|---|---|---|---|---|
| Student Information/Data Application Specialist* | 260 | .95 | .97 | .99 | 1.01 |
| EMIS Student Data/Systems Analyst Specialist* | 260 | .95 | .97 | .99 | 1.01 |
| Registration Specialist* | 260 | .95 | .97 | .99 | 1.01 |
| Family Engagement Specialist* | 260 | .95 | .97 | .99 | 1.01 |

**RATIOS - ADMINISTRATIVE POSITIONS:**

| POSITION | CONTRACT DAYS | I | II | III | IV |
|---|---|---|---|---|---|
| Operations Manager* | 260 | .95 | .97 | .99 | 1.01 |

NOTE: *No credit for hours beyond Masters Degree

**5.04.1 ELEMENTARY & ALTERNATIVE EDUCATION PRINCIPAL STIPEND FOR VARIED STUDENT ENROLLMENT**

It is recognized that the responsibilities, duties, and supervision of the Elementary & Alternative Education Principals vary due to the average daily membership of students and the lack of an elementary assistant principal. Elementary & Alternative Education Principals who have more than 400 students enrolled in her/his school as of October 15th shall receive a stipend of $1,250.00. This stipend will be paid in the second pay period in November. Additionally, Elementary & Alternative Principals who have more than 400 students enrolled in her/his school as of February 15th shall receive a stipend of $1,250.00. This stipend shall be paid in the second pay period in March.

**5.05.0 SEVERANCE PAY**

A member of the bargaining unit who has five years or more of service with the Board may elect, at the time of retirement from active service under either STRS or SERS, to be paid in cash for one-fourth (1/4) of the value of his/her accrued unused sick leave credit up to 360 days (90); and one-eighth (1/8) on 361-460 days. Such payment shall be based on the employee 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 employee at that time. Such payment shall be made only once to an employee or to his/her estate.

**5.05.2** Any administrator or professional staff member who would have been eligible for retirement severance pay, but dies prior to severing employment, shall be deemed to have served employment the day before his/her death. The severance pay to which the employee would have been entitled shall be paid directly, in a lump sum, to the estate of the deceased.

**5.06.0 TAX SHELTER PROVISION FOR MEMBER CONTRIBUTIONS TO STRS/SERS**

**5.06.1** The Board of Education agrees to provide annuitized retirement benefits for EAPSC members in STRS/SERS effective January 1, 1986.

## 5.07.0 ADMINISTRATIVE PROFESSIONAL DEVELOPMENT EXPERIENCES

**5.07.1** The Bargaining Unit Member may apply in writing to the Chief of Human Resources and Operations for a maximum of $4,000 reimbursement per school year. The employee may not apply in any one year for more than two (2) experiences. Experiences may include college coursework, workshops, or other job related professional development activities that are preapproved. The applications must be received and approved prior to enrolling in the experience. Reimbursement will be provided upon submission of verification of approval, enrollment, and request for reimbursement for the professional development experience to the Chief of Human Resources and Operations office in writing. (See Appendix for form.)

## 5.08.0 LONGEVITY PAY

**5.08.1** A service or career increment to the above will be given on the following schedule for classified employees only.

| | |
|---|---|
| 5-9 years service in the CH-UH School District: | 1.75% |
| 10-15 years service in the CH-UH School District: | 2.25% |
| 16-20 years service in the CH-UH School District: | 2.75% |
| 21 + years service in the CH-UH School District: | 3.25% |

**5.08.2** This career increment shall be added to the employee's annual salary based on the above schedule to the extent that it is permissible.

## 6.00.0 EXTENT OF EMPLOYMENT/VACATIONS

**6.01.2** 220 Day employment is to be interpreted as starting on Monday of the week occurring three (3) weeks before school opens and ending on a Friday three (3) weeks after school closes in June, or as mutually agreed upon. This employment consists of five (5) days per week with official school vacations allowed.

**6.01.3** All 260 day EAPSC members shall receive twenty-two (22) days of vacation during a given contract year. Full time employees hired after the start of the contract year shall be entitled to a prorated number of vacation days rounded to the nearest full day.

**6.01.4** In the event vacation days to which the unit member is entitled are not used by July 31st of any year, a maximum of ten (10) days shall be carried over to the succeeding year. More than ten (10) days may be carried over with the Superintendent's approval. Any vacation days carried over shall be used before July 31st of the next year. An administrator or professional staff member may elect to receive compensation at his/her per diem rate for a maximum of (10) vacation days unused annually if he/she elects not to carry over unused vacation time. The scheduling of vacation or request to be compensated for unused vacation time shall be subject to the Superintendent's or his/her designee's prior approval. Requests for compensation for unused vacation time must be submitted in writing to the Chief of Human Resources and Operations.

## 7.00.0 CONTRACTS

**7.01.0** Contracts will be granted to Bargaining Unit Members, both certificated/licensed and noncertificated, with the exception of members employed in funded programs, on the Superintendent's recommendation as outlined below:

In general, renewal or nonrenewal of contracts shall be governed by the procedures in the Ohio Revised Code (ORC) section §3319.02, and this agreement.

**7.01.1** For the first three (3) years of service, all Bargaining Unit Members shall receive a series of one (1) year contracts, unless a longer term contract is agreed to by the Superintendent.

**7.01.2** All Bargaining Unit Members who have been granted three (3) one (1) year contracts by the Board of Education of the Cleveland Heights-University Heights City School District will then receive a three (3) year contract. If an administrator or professional staff member changes administrative positions within the District while employed under a multi-year contract, the balance of years of his/her existing contract shall become the initial duration of his/her new contracted position (i.e. an assistant principal in year 1 of 3 of his/her contract who is promoted to a principal's position, shall receive an initial 2 year contract as a principal). The Superintendent may make exceptions if necessary.

**7.01.3** A member of the bargaining unit must work a minimum of 120 days in the position to receive one year of service credit with regard to determining placement on a ratio step and contract status.

**7.01.4** An administrator or professional staff member designated as an "interim" in a position will have this time of service in the position (if it exceeds 120 days) considered as a year of service with regard to determining placement on a ratio step and contractual status.

**7.01.5** Bargaining unit members serving under a three (3) year contract will be eligible for another three year contract after having completed two years of service under the existing three year contract. The Superintendent shall take, within thirty (30) days prior to the completion of the second year of a three year contract, no action, or shall recommend to the Board the issuance of another three (3) year contract with the term to start on the date on which two (2) years of service have been completed under the existing three year contract.

**7.01.6** If the Superintendent recommends under the above circumstances the issuance of a three year contract, the recommendation shall be submitted to the Board for approval. If the Board, by a majority vote of its members, determines to follow the Superintendent's recommendation, the three year contract shall thereupon be issued. The Board shall take the action required of it prior to the date on which the administrator or professional staff member will have completed two years of service under his/her existing contract.

**7.01.7** ORC section §3319.02 and §3319.081 or §124.11shall not apply to the procedures for renewal of a contract at the end of the second year. In the event the Superintendent does not recommend a three year contract, the renewal or nonrenewal of the Bargaining Unit Member's contract shall be considered prior to the termination of the three year contract, as provided for and under the procedures set forth in the ORC sections §3319.02 and §3319.081, §124.34, and §124.11.

**7.01.8** A certificated/licensed administrator or professional staff member who is reassigned to a teaching position either voluntarily or at the School District's request will receive credit, for salary purposes, for up to five (5) years of teaching experience completed in another school system and credit for each year of service as either an administrator, professional staff member, or a teacher completed in the Cleveland Heights-University Heights City School District.

**7.01.9** Certificated/Licensed administrators or professional staff members who are tenured teachers in another public school system will be tenured automatically after completing three (3) years of full-time employment with the Cleveland Heights-University Heights City School District and after receiving a contract renewal from the District during their third year of employment. Certificated/Licensed administrators or professional staff members with a professional certificate who do not have tenure with another public school system will receive tenure after completing three years of full-time employment with the District and receiving a contract renewal from the District during their third year of employment.

**7.01.10** Should any other bargaining unit have any compensable or non-compensable benefit changed, EAPSC members shall be entitled to the same benefit, if the organization so desires, and if the change is done on the same basis.

## 8.00.0 SCHOOL CALENDAR

**8.01.0** The Board recognizes that the EAPSC will be represented on the calendar development committee each year.

## 9.00.0 DUES DEDUCTION

**9.01.0** The Board will deduct from the pay of each member, the second pay in October, the required amount of fees for the payment of EAPSC dues.

## 10.00.0 SUMMER SCHOOL/SATURDAY SCHOOL/NIGHT SCHOOL

**10.01.0** The Principal(s) / Assistant Principal(s) for Summer School shall receive the following supplement: $6,075

EAPSC membership will be notified of Principal / Assistant Principal openings.

**10.02.0** The Principal of Saturday School will receive an increase in hourly rate based on the negotiated agreement with Saturday School Instructors for up to 4 ½ hours per week.

**10.03.0** The Principal of Night School will receive the following supplement: $3,215

## 11.00.0 EXTENDED SERVICE

**11.01.0** When a Bargaining Unit Member is asked by his/her supervisor to perform work on days which are not part of his/her contractual obligations, and the member agrees, the Bargaining Unit member

may be compensated in any one (1) of three (3) ways listed below, or a combination thereof as agreed to by the member and his/her supervisor.

**a.** Paid compensation at the rate of 85% of his/her per diem.

**b.** Authorized compensatory release time during the contractual period.

**c.** A fixed fee amount agreed to, in writing, and paid upon approval of the completion of the work assigned. The Superintendent or her/his designee must approve the work submitted for payment to be issued.

## 12.00.0 EARLY NOTIFICATION PAYMENT

An administrator or professional staff member who is retiring may be eligible for an early notification payment if all of the following eligibility requirements are met. To be eligible, the administrator or professional staff member (1) must have been an administrator or professional staff member with the CH-UH School District for five full years or more; (2) must be retiring for the first time from SERS or STRS; (3) must notify the District in writing by February 1st; (4) must be in an administrative or professional staff member position in the contract year during which the notification occurs; and (5) must retire at the conclusion of the contract year during which the notification occurs. If all of these requirements are met, the administrator or professional staff member will receive 2 equal lump sums of $12,000, one on July 1 of the calendar year of retirement and the second on the following July 1.

### 12.00.1 PAYMENT AND DEFERRAL OF SEVERANCE PAY/EARLY NOTIFICATION PAYMENT

The parties agree that favorable tax treatment of employee severance and/or early notification payments is a desired result. In that regard, the Board shall adopt an Employer 403(b) Severance Pay Deferral Plan for the payment and deferral of severance and/or early notification payments for participating EASPC members. Should additional vehicles/options for beneficial tax treatment become available to the District for severance and/or early notification payments during the term of this agreement, the parties further agree to discuss the feasibility of implementing such vehicles/options.

## 13.00.0 NEGOTIATIONS PROCEDURE

**13.01.0** Negotiations shall begin in the month of March preceding the Agreement expiration date unless another date is mutually agreed upon.

**13.02.0** The Board and the EAPSC shall each designate a team of not more than five (5) to represent each at negotiations; but either team may have present a consultant, if desired, and substitutions may be made whenever necessary.

**13.03.0** At the first negotiation meeting, each team shall submit an agenda or list of proposed matters for negotiation.

**13.04.0** Copies of any and all public records deemed to be relevant to negotiations, or reasonably necessary for the proper enforcement of the terms of these policies, shall be made available by the Board to

the EAPSC upon its request. Requests for such records shall be directed to the Superintendent, the Treasurer, or other administrative personnel designated by them shall be responsible for the furnishing of such records.

**13.05.0** No press releases shall be given by any member of the negotiating teams or by either side except by mutual agreement.

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

**13.07.0** When agreement is reached between the negotiators, it shall be reduced in writing and shall be submitted by the EAPSC 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.

**13.08.0** In the event tentative agreement is not reached by fifteen (15) days prior to the expiration of this Agreement, the parties agree to extend this Agreement. The extension shall be for forty-five (45) days from the expiration of this Agreement unless a shorter or longer period is agreed to. Any wage agreement agreed upon shall be made retroactive as specified by the parties in the tentative agreement. If the EAPSC or its members have engaged in a strike, the parties will negotiate the issue of retroactivity of any wage increases.

**13.08.1** Any wage increase agreed upon shall be made retroactive as specified by the parties in the tentative agreement.

**13.09.0** This Agreement supersedes and cancels all previous agreements and constitutes the entire agreement between the parties.

**13.10.0** The Agreement shall not discriminate against any member of the unit regardless of membership or nonmembership in the EAPSC.

## 14.00.0 MILEAGE REIMBURSEMENT

An administrator or professional staff member whose assignment requires travel between buildings shall be paid at the IRS rate that is in effect as of January 1 prior to the beginning of the school year.

## 15.00.0 LENGTH OF AGREEMENT

This agreement shall be in force for the period effective July 1, 2017 through June 30, 2019.

## 16.00.0 COMPENSATION

As additional compensation, the Board will assume and pay to the State Teachers Retirement System (STRS) or the School Employees Retirement System (SERS) on behalf of EAPSC members, contributions otherwise payable by them (10%), without reduction in gross salary.

As additional compensation, the Board will assume and pay to the STRS or SERS, on behalf of the EAPSC members, contributions otherwise payable by them on the aforementioned contributions, i.e., the

Board will pay the "pick-up on the pick-up." The Board shall report all retirement computation of his final average salary and shall include such additional compensation for purposes of severance pay.

This contract set forth was entered into following ratification by the Union on 6/17/25, and following ratification by the Board on 6/24/25:

Malia Lewis, Board President

10/10/25
Date

Elizabeth Kirby, Superintendent

10/10/25
Date

Allison Byrd, EAPSC President

10/10/25
Date

# APPENDIX

# FORMS

1. Application for Assault Leave (#HR2936)

2. Application for Compulsory Leave (#FIN2935)

3. Application for Administrative Professional Development Experience (Tuition Reimbursement) (#HR2940)

4. [Intentionally Blank]

5. Plan Design

6. Plan Design

*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 EAPSC, 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*
*Finance Department*

# APPLICATION FOR COMPULSORY LEAVE

***This application is submitted in accordance with employee contract between the Cleveland Heights-University Heights Board of Education and EAPSC and the Teachers Union, Local 795, AFT. Submit this completed form along with attachments to the Finance Department.***

Date _____

Employee Name_____Building Assignment_____

I was required to appear in _____
(Name and Location of Court)

in the matter of _____
(Identify proceeding/hearing/student

I began my absence on _____, 20 __.

I returned to duty on _____, 20 __.

This court appearance occurred during a _____
(vacation period/school period)

Verification of court appearance is attached.

_____
Signature of Employee

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

**FIN2935**

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

# APPLICATION FOR ADMINISTRATIVE PROFESSIONAL DEVELOPMENT EXPERIENCE (TUITION REIMBURSEMENT)

Applicant's Name _____

Applicant's Position _____

Date of Request _____

I am enrolling in and seeking approval to request administrative tuition reimbursement for the following course:

This class is: _____ directly related to my current position.
-or-
_____ Indirectly related to my current position.

This class will enhance my skills in my current position in the following way(s):

This course is being offered *(dates)*:

This course is sponsored by *(name of college/university/organization)*:

My Supervisor, _____, granted me prior approval of

this class for tuition reimbursement on _____ *(date)*.

**I understand reimbursement will be provided upon submission of verification of this approval form, enrollment information, and official payment information/receipt.**

Applicant's Signature _____

HR2940
9/2008

# APPENDIX 5 Medical Mutual of Ohio

| | Non-Grandfathered | |
|---|---|---|
| **Benefits** | **Network** | **Non-Network** |
| Network/Non-Network Integration | Separate - Costs incurred for a non-network provider will only apply to the non-network deductible, coinsurance limits and vice versa | |
| Benefit Period | January 1st through December 31st | |
| Benefit Period Deductible - Single/Family | $100/$200 | $200/$400 |
| Coinsurance | 90% | 80 % |
| Coinsurance Out-of-Pocket Maximum (Excluding Deductible) - Single/Family | $400/$800 | Unlimited |
| Out-of-Pocket (Deductible + Coinsurance) | $500/$1,000 | Unlimited |
| Maximum Out-of-Pocket (Deductible + Coinsurance + Medical & Rx Copays) | $6,850/$13,700 | Unlimited |
| **Physician/Office Services** | | |
| Office Visit (Illness/Injury) | $15 Copay | 90% after deductible |
| Urgent Care Office Visit | $15 Copay | 90% after deductible |
| **Preventive Services** | | |
| **Preventive Services, in accordance with state and federal law** | 100% | 10 0 % |
| **Outpatient Services** | | |
| Surgical Services | 90% after deductible | 80% after deductible |
| Diagnostic Services | 90% after deductible | 80% after deductible |
| Emergency use of an Emergency Room and Emergency Room Physician | $25 copay, then 100% | $75 copay, then 100% |
| Non-Emergency use of an Emergency Room and Emergency Room Physician | $100 copay, then 100% | $100 copay, then 100% |
| Hearing Services | Covered | |
| Durable Medical Equipment | 90% after deductible | 80% after deductible |
| Organ Transplant | 90% after deductible | 80% after deductible |
| Ambulance Services | 90% after deductible | 80% after deductible |
| **Inpatient Facility** | | |
| Semi-Private Room and Board | 90% after deductible | 80% after deductible |
| Maternity | 90% after deductible | 80% after deductible |
| Inpatient & Outpatient Mental Health and Substance Abuse | Benefits paid based on corresponding medical benefits | |
| **Prescription Drug Benefits** | | |
| **Retail Program** | | |
| Generic | $5 Generic | Not Covered |
| Formulary | $15 Single Source Brand | Not Covered |
| Non-Formulary | $50 Multi-Source Brand | Not Covered |
| **Home Delivery Program** | | |
| Generic | $10 Generic | Not Covered |
| Formulary | $30 Single Source Brand | Not Covered |
| Non-Formulary | $100 Multi-Source Brand | Not Covered |

| | |
|---|---|
| **Other Rx Plan Changes** | MMO's Basic Plus Formulary: Prior Authorization, Quantity Duration Limits and Step Therapy for certain drugs.<br>Retin-A or equivalent coverage is included for plan participants who are age 25 and older for medically necessary purposes only. |

* Beginning January 1, 2026, GLP-1 receptor agonists/drugs are not covered for the treatment of obesity or weight management. Where GLP-1 receptor agonists/drugs are prescribed for FDA-approved indications (e.g., diabetes), prior authorization is required.

*Outpatient therapy – increase to 12 visits per year

**INDEX BY TOPIC**


| | |
|---|---|
| Adoption Leave | 6 |
| Assault Leave | 6 |
| Calendar | 20 |
| Child Care Leave | 8 |
| Compulsory Leave | 7 |
| Contracts | 19 |
| Dental, Vision, Prescription Drug, Skilled Nursing | 15 |
| Disability Insurance | 13 |
| Dues | 20 |
| Early Notification Payment | 21 |
| Elementary Principal Stipend | 17 |
| Extended Service | 21 |
| FMLA | 11 |
| Foreign Assignment Leave | 7 |
| Hepatitis B Vaccine | 13 |
| Holidays | 12 |
| Jury Duty | 8 |
| Liability Insurance | 15 |
| Life Insurance | 15 |
| Longevity Pay | 18 |
| Medical and Hospitalization Benefits | 13 |
| Medicare | 14 |
| Mileage Reimbursement | 22 |
| Negotiations Procedure | 21 |
| Paternity Leave | 9 |
| Personal Leave | 9 |
| Physical Exams | 13 |
| Professional Development | 18 |
| Professional/Non-Professional Leave | 10 |
| Salary | 17 |
| Section 125 (Flexible Spending Account) | 13 |
| SERS/STRS Compensation | 22 |
| Severance Pay | 18 |
| Severe Weather and Emergencies | 12 |
| Sick Leave | 10 |
| Summer School/Saturday School/Night School | 20 |
| Tax Shelter Provision | 18 |
| Unpaid Leave | 11 |
| Vacations | 19 |
| Workers' Compensation | 16 |