

**Agreement  
between the  
Board of Education of the  
Cleveland Metropolitan  
School District and Cleveland  
Teachers Union Local No. 279  
American Federation of  
Teachers, AFL-CIO Effective  
July 1, 2007 through  
June 30, 2010**

**A G R E E M E N T**  
***BETWEEN***  
The Board of Education  
of the  
Cleveland Metropolitan School District  
***AND***  
Cleveland Teachers Union  
Local No. 279  
American Federation of  
Teachers, AFL-CIO  
***EFFECTIVE***  
July 1, 2007 through June 30, 2010

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SCHOOL DISTRICT**

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## **JOINT STATEMENT**

For the first time negotiating teams from the Cleveland Metropolitan School District and the Cleveland Teachers Union utilized Interest Based Bargaining as the vehicle to forge a new Collective Bargaining Agreement. During forty-one days of intense bargaining both teams focused on a limited number of mutually agreed upon areas of interest. These areas of interest correlated with our Collective Bargaining Agreement and stressed higher academic achievement; safe, secure and orderly schools; quality teaching; pertinent professional development; and consistency across the District in curriculum and student discipline. Through this collaborative negotiating process, where often listening is more important than speaking, a landmark collective bargaining agreement was crafted that will provide the foundation for continued academic improvement through June 2010.

Highlights of this agreement are the joint union/management commitment to elimination of the academic disparity gap in reading and math for district third grade students by the spring of 2010; the reduction of class size in grades Pre-K through three and the phase-in of an academic, all-day pre-kindergarten program in all district elementary schools for the purpose of supporting the initiative to eliminate the academic disparity gap; the implementation of an alternative to out-of-school suspensions in all district school buildings; agreed to strategies that insure all students exposure to art and music as well as improving the quality of the K-12 art and music programs; the ability to develop and implement unique choice school opportunities throughout the school district while at the same time establishing a uniform high school schedule that eliminates hardship to students who are required or elect to change high schools during the school year; the development and implementation of a strong professional development and peer assistance program to insure that all Cleveland teachers have the skills required for success in the classroom; and a well deserved pay raise for all bargaining unit members while at the same time retaining healthcare coverage at the pre-bargaining levels.

It will take the entire CMSD community to implement this contract and a commitment from us all that will raise student achievement and elevate the teaching profession. We share a common vision for the students we teach, the families we serve, and the community in which we work.

As Chair of the Cleveland Metropolitan School District, CEO of the Cleveland Metropolitan School District and President of the Cleveland Teachers Union, we congratulate the negotiating teams for a “job well done” and support the full and faithful implementation of this landmark collective bargaining agreement.

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Eugene T.W. Sanders  
CEO  
Cleveland Metropolitan School District

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Joanne DeMarco  
President  
Cleveland Teachers Union

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Robert M. Heard, Sr.  
Chair, Board of Education of the  
Cleveland Metropolitan School District



This Agreement was adopted under resolution No. 35286,  
enacted September 23, 1976, and amended by:

Resolution No. 35925

Enacted October 16, 1978

Resolution No. 36430

Enacted August 27, 1979

Resolution No. 14-80

Enacted January 10, 1980

Resolution No. 619-83

Enacted December 15, 1983

Resolution No. 163-85

Enacted March 8, 1985

Resolution No. 77-88

Enacted March 5, 1988

Resolution No. 443-90

Enacted June 30, 1990

Resolution No. 724-90

Enacted October 11, 1990

Resolution

Enacted October 1996

Resolution No. 2001-057(B)

Enacted October 5, 2000

Resolution No. 2007-262

Enacted May 8, 2007

**RESOLUTION No. 35286**  
**Enacted September 23, 1976**

**WHEREAS**, to serve the interests of the community, children, teachers, the administration and the school system, it is imperative that understanding, cooperation and good will should exist between the Board and its employees; and **WHEREAS**, the best interest of public education can be effectively served by establishing procedures for regular and continuing discussion between the Board of Education and the Representatives of the Teachers on matters of common concern and by providing orderly channels for the resolution of differences should they arise; and

**WHEREAS**, the Cleveland Board of Education has since November 15, 1974, been meeting with the Cleveland Teachers Union to discuss the policies and procedures; and **WHEREAS**, collective negotiation legislation has not yet been enacted in Ohio, and the Board of Education, under law, has the final responsibility for the operation of the schools within the district, and if any part of this resolution is in violation of any statutes of the State of Ohio, then that portion is null and void; and

**WHEREAS**, no person or persons, departments or divisions responsible to the Board shall discriminate against any employee on the basis of race, creed, color, national origin, sex, marital status or membership in or association with the activities of any employee organization, now, therefore, be it

**RESOLVED**, by the Board of Education of the Cleveland Metropolitan School District that Resolution No. 34268 dated September 13, 1973, be rescinded and is hereby replaced by the following negotiated agreement with the Cleveland Teachers Union, Local 279; and be it further **RESOLVED**, that until such time as collective negotiation legislation becomes effective in Ohio or in accordance with the dates set forth in Section 700 of the Administrative Code, whichever occurs earlier, the following policies and procedures shall be followed by the Cleveland Board of Education.

**RESOLUTION No. 31702**  
**Enacted January 24, 1967**

**WHEREAS**, to serve the interest of the community, children, teachers, the administration and the school system, it is imperative that understanding, cooperation and good will should exist between the Board and its employees; and

**WHEREAS**, the best interest of public education can be effectively served by establishing procedures for regular and continuing discussion between the Board of Education and the Representative of the Teachers on matters of common concern and by providing orderly channels for the resolution of differences should they arise; and

**WHEREAS**, the Cleveland Board of Education has since March 8, 1966, been meeting with the Cleveland Teachers Union to discuss the policies and procedures; and

**WHEREAS**, collective negotiation legislation has not yet been enacted in Ohio, and the Board of Education, under law, has the final responsibility for the operation of the schools within the district, and if any part of this resolution is in violation of any statutes of the State of Ohio, then that portion is null and void; and

**WHEREAS**, no person or persons, departments or divisions responsible to the Board shall discriminate against any employee on the basis of race, creed, color, national origin, sex, marital status or membership in or association with the activities of any employee organization, now, therefore, be it

**RESOLVED**, that until such time as collective negotiation legislation becomes effective in Ohio or in accordance with the dates set forth in Section 700 of the Administrative Code, whichever occurs earlier, the following policies and procedures shall be followed by the Cleveland Board of Education.

## **AGREEMENT**

### **PREAMBLE**

This Agreement is negotiated pursuant to the Ohio Public Employee Collective Bargaining Act (Chapter 4117 of the Ohio Revised Code). The parties agree that there is no waiver of any of the rights granted under the Act. Where a provision of this Agreement conflicts with state law, this Agreement shall prevail.

The Cleveland Metropolitan School District and the Cleveland Teachers Union jointly affirm their commitment to providing a quality education for all of Cleveland's children. The term children includes students in both elementary and secondary grades.

The Cleveland Metropolitan School District and the Cleveland Teachers Union mutually recognize that a safe and secure learning and working environment is essential to the achievement of the educational goals and objectives of the District. Accordingly, the District reaffirms its commitment to provide for the safety of students, employees, parents, and all other school community stakeholders.

All stakeholders in the Cleveland Metropolitan School District shall treat one another with professionalism and respect, recognizing that the ultimate success of the District in educating Cleveland's children requires the efforts of each and every individual.

### **ARTICLE 1**

#### **BARGAINING UNIT RECOGNITION**

##### **Section 1. Representation.**

A. The Board of Education (hereinafter the "Board") for the Cleveland Metropolitan School District (hereinafter the "District") recognizes the Cleveland Teachers Union, American Federation of Teachers, Local 279, AFL-CIO (hereinafter "CTU" or "Union") as the sole representative of the following:

Teachers, school nurses, regular substitute teachers, paraprofessionals (e.g., educational aides, instructional aides, instructional assistants, instructional technicians; administrative aides), tutors, social workers, psychologists, driver training roadwork instructors,

work-study teacher consultants, adult education teachers, hearing officers, and other Federal and State Funded Certificated Personnel.<sup>1</sup>

The Union shall represent these employees in all matters concerning salaries and other terms and conditions of employment so long as the Union represents equally all personnel in the above listed categories without regard to membership or participation in or association with the activities of any teachers' organization. The articles of this Agreement will be applicable to all employee groups represented by the CTU. Whenever the word "employee" or "employees" is used in this Agreement, except as specified otherwise, those terms refer to any and all of the employees represented by the Union.

B. When the District plans to change or add any classification of employee that may affect the status of any group represented by the Union, the District will notify the Union of such plans so that any potential problems may be mutually resolved before implementation.

If any new classification or title is established covering employees who perform the same type of work being done by employees currently represented by the CTU, the District shall automatically recognize the Union as the sole representative of that group.

**Section 2. Rights of Membership.** Members of the faculty shall be free to join or not to join any organization of teachers. No member of the faculty shall be discriminated against because of membership or non-membership in any such organization. No member of the faculty shall be propagandized directly or indirectly against joining or continuing membership in any such organization by any person in a supervisory or administrative capacity. No person in a supervisory or administrative capacity will interfere or involve himself/herself in the Union's role to function effectively as sole representative.

**Section 3. Chapter Recognition.** The Principal/Administrator shall recognize the elected CTU Chapter Chairperson as the official representative of the Union in the school. The Principal shall be expected to make reasonable arrangements so that the elected CTU Chapter Chairperson may carry out his/her responsibilities.

**Section 4. Fair Share Fees.** The District and the CTU

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<sup>1</sup> Appendix D has a list of Inactive Classifications.

agree to the following provisions concerning agency shop and the deduction of union dues, or fair share service fee:

A. Pursuant to R.C. 4117.09(C), on the sixty-first (61st) day of employment, each employee which the Union represents under the terms of this Agreement shall be required to either be a member of the Union, or to pay a service fee to the Union each month which is equal to the amount of the monthly dues required to be paid by each such employee who is a member of the Union. This service fee is required in recognition of the services of the Union to the employees in the bargaining unit, and the financial support necessary to continue those services. The amount of monthly dues shall be as provided in the CTU Constitution and By-Laws, and shall be certified to the District by the Treasurer of the Union prior to the effective date of this Article, and prior to the effective date of any change in that amount. The amount of the service fee shall be changed at the same time that the amount of the monthly dues is changed.

B. The District and the Union agree that if any legal challenge is made to the terms of this Article, that both parties will defend its validity until there is a final judgment of the highest court or other tribunal to which the matter may be pursued. The Union agrees that its counsel will be the lead counsel during any such litigation, and the District agrees that its counsel will fully cooperate with the Union counsel in such litigation.

C. The Union represents to the District that:

1. An internal advanced fee reduction procedure has been established in accordance with Section 4117.09(C) of the Revised Code.
2. A procedure challenging the amount of the fair share fee has been established and will be given to each bargaining unit employee who does not join the Union.
3. Such procedure and notice shall be in compliance with all relevant state and federal laws and the Constitutions of the United States and State of Ohio.

D. Annually, the Union shall provide the District, within thirty (30) days after communicating with fair share fee payers, if any, a copy of each communication, if any, the Union sends to fair share fee payers, if any, relating to the deduction of fair share fees, provided, however, that the Union may delete any information which sets forth amounts of

monies the Union spends in various categories or other specific information not necessary to comply with constitutional requirements.

## **ARTICLE 2**

### **UNION REPRESENTATION**

**Section 1. Right to Union Representation.** Employees shall have the right to request Union representation at any conference concerning a grievance, or a complaint involving performance, teaching methods or employment status of the employee.

**Section 2. Resolving Problems.** Every effort should be made between the Principal/Administrator and the Chapter Chairperson or a designated Union representative of the member's choice, to resolve the problem at a local level.

### **Section 3. Selection of Union Representatives and Representation at Meetings.**

#### **A. Selection and Notification of Union Representatives.**

1. The Union members in each building shall have the exclusive right to choose their building representatives (Chapter Chairperson and Conference Committee) according to the provisions of the Constitution and By-laws of the Union.
2. When there is no Chapter Chairperson, the Union President shall designate one or shall act directly for the building until such time as a chairperson shall be elected.
3. The Union shall notify the Principal/Administrator and CEO of the names of the Union representatives in his/her building.
4. In each high school building/campus/complex housing more than one (1) small high school, there shall be one Chapter Chairperson. Each Chapter at that worksite shall elect an Assistant Chairperson for each individual small school. The Chapter Chairperson and Assistant Chairpersons shall constitute the UCC of each worksite. Additional UCC members may be elected as per CTU Constitution, Article 15, Section 2.

#### **B. Union Representation at Meetings.**

1. The CTU representative shall have the sole right during faculty meetings to present a report ten (10) minutes before the scheduled conclusion of general faculty meetings or CTU/administration conferences, either of a local or system-wide nature. No other organization may be recognized during a faculty meeting to discuss matters concerning salaries and other terms and conditions of employment.
2. No representative of any organization other than

the Union may hold meetings within a school with any members of the CTU bargaining unit.

3. The Principal should be present during the Union's ten minutes of a faculty meeting. The placement of the ten (10) minutes shall be at the end of the faculty meeting unless otherwise mutually agreed to by the Principal and Union Conference Committee (UCC).

**C. Chapter Chairpersons.**

1. Elected Chapter Chairpersons will be exempt from necessary and special transfers during their term of office.

2. The Chapter Chairperson may use his/her unassigned time, as provided below, for activities appropriate to the administration of this Agreement and to the duties of office described in the Union handbook. This provision does not imply interruption of normal classroom activities. The unassigned time for the Chapter Chairperson is not to be counted as part of the equitable distribution of unassigned time.

3. In the elementary and K-8 schools, the following guide should be used in providing a minimum amount of unassigned time for the Chapter Chairperson.

<b>Bargaining Unit Members in the Building</b>	<b>Number of Unassigned Periods Per Week</b>
0-25	2
26-50	3
51-75	4
76-100	5

4. In the secondary schools, the following guide should be used in providing unassigned time for the Chapter Chairperson.

<b>Bargaining Unit Members in the Building</b>	<b>Number of Unassigned Periods Per Week</b>
0-25	2 or Option of No Homeroom*
26-50	3 or Option of No Homeroom*
51-75	4
76-100	5
101	5 and No Homeroom

\* The option of periods off or no homeroom must be mutually agreed upon by the Principal/Administrator



and the UCC. (Also see Article 10, Section 1[S]).

5. Effective with the start of the 2006-07 school year, each high school building/campus/complex housing more than one (1) small high school will be considered a worksite. The Chapter Chairperson at worksites with more than one (1) small school shall be provided unassigned time as per Article 2, Section 3(C)(4) and shall have no homeroom as per Article 10, Section 1 (S). Chapter Chairperson unassigned time will be allocated as per Article 2, Section 3 (C)(4). For block scheduling schools this means a one (1) block instructional period for the entire year. The Assistant Chairpersons at worksites with more than one (1) small school shall have no homeroom. For the purpose of Article 2, Section 3 (C)(5), block scheduling is limited to schools having either 4x4 or A/B model of block scheduling with all 80 to 90 minute instructional periods.

6. A special in-service course shall be offered for Chapter Chairpersons. A program of instruction and information shall be prepared by the CTU in accordance with established in-service policies.

7. Each Chapter Chairperson or his/her designee shall be released three (3) full days per school year, provided workshops are scheduled at least two (2) weeks in advance with the CEO or designee. Substitutes will be provided.

Workshops will not be scheduled the week prior to Winter and Spring breaks, nor the day before or following a vacation day. Workshops also will not be scheduled during the first two (2) weeks of school opening, the last two (2) weeks of May, nor in the month of June.

#### **Section 4. Union Conference Committee (UCC).**

A. Building administrators and the Union Conference Committee (UCC) are held responsible for carrying out the terms and conditions of this Agreement in their buildings.

The UCC shall represent all bargaining unit members in an impartial manner. Where the UCC and the Principal/Administrator come to written mutual agreement on a topic authorized by the collective bargaining agreement, the Principal/Administrator and the UCC shall take responsibility for supporting and implementing their respective roles in any agreed upon items. If the UCC and Principal/Administrator determine that a modification in their school's operating procedure is needed that violates either the letter or spirit of this Collective Bargaining Agreement, this modification can only be implemented following the President of the CTU and CEO of CMSD signing a Memorandum of Understanding (MOU) or Written Mutual Agreement (WMA) that details the UCC's and Principal/Administrator's request. Any current MOU or WMA signed by the UCC and Principal/administrator and not specifically authorized in a provision of the Collective Bargaining Agreement (See Appendix Q) shall be considered null and void effective July 1, 2007.

B. The Principal/Administrator shall meet at least once

monthly with the Union representatives and the UCC, at a mutually agreeable time and place, to discuss school problems and policies as they relate to established District policies and procedures. Union representatives and the Principal shall give advance notification to one another of the topics to be discussed. Additional meetings may be called at the request of either party to discuss mutual problems.

C. The responsibilities and functions of the UCC are not to be duplicated or usurped by the establishment of faculty steering committees. The Principal of each school shall consult with the UCC on the establishment of special faculty committees which may further promote the welfare of the school. By written mutual agreement they shall delineate the functions of such faculty committees.

#### **Section 5. CTU Access to Building Facilities.**

A. A bulletin board shall be provided in the main office and in teachers' workrooms, where feasible, on which the CTU shall be permitted to post notices and materials. The CTU Chapter Chairperson or designee shall have the exclusive responsibility for posting and removing CTU notices, subject to reasonable regulations issued by the CEO.

B. The CTU shall have the right to use the school mail and electronic mail at cost. The CTU shall have the right to place material in faculty mailboxes.

C. The CTU Chapter Chairperson shall have the right to reasonable use of the school telephone in order to carry out official CTU responsibilities.

D. The Chapter Chairperson shall have the right to schedule CTU meetings before or after school and during the lunch time of the employees involved while the building is regularly open. Such meetings may be restricted to members of the CTU.

E. The President of the CTU or his/her designated representative (First Vice President, Second Vice President or the appropriate Third Vice President) shall not be denied the right, on reasonable prior notice, to visit a school for any purpose relating to this Agreement during the hours which do not conflict with teaching duties.

#### **Section 6. CTU Participation in Pre-School Orientation.**

A. The CTU shall be provided a morning or an afternoon session of not less than two and one half (2 1/2) hours of uninterrupted time during the preschool orientation to make a presentation. The CTU will be informed of the date and time for this session on or before August 1 of each year.

Union information shall continue to be available at the preschool

orientation. Bargaining unit members new to the District will be given complete information regarding District hospitalization coverage and other employee benefits offered by the District. The CTU is to be included in all new bargaining unit member orientations throughout the school year in a proportional manner with respect to time.

B. New teacher participants will have at least two (2) days of orientation at their assigned buildings during the five scheduled pre-service orientation days.

**Section 7. Labor Management Council (LMC).**

A. The District and the CTU agree to form and implement a Labor Management Council (LMC). The LMC will consist of an equal number of representatives from both the Union and the District.

B. Functions. Its main functions shall be to: confer on all matters of mutual concern including health, safety and working conditions; keep both parties to this contract informed of changes and/or developments caused by conditions other than those covered by this contract; confer over potential problems in an effort to keep such matters from becoming major in scope; provide a forum for solving educational problems of the District; and review recommendations from any committee named in this contract.

C. Training. The LMC shall receive training from the Federal Mediation and Conciliation Service, as well as other labor/management training services. The training shall assist the LMC in developing and maintaining a District-wide focus in developing an appropriate problem-solving climate.

D. Meetings. The LMC shall meet regularly, but no less than once a month. The LMC will develop its own agenda. The meetings shall be alternately chaired by representatives of the Union and the District.

**Section 8. CTU/CEO - Executive Director of Human Resources Meetings.**

A. The CTU President and CTU representatives shall meet monthly with the CEO and CEO representatives. Any school may, upon obtaining the signatures of seventy-five (75%) of the CTU bargaining unit members in the building, petition the CEO to come to the building, at a time of the CEO's choosing, and hold a meeting in which the only administrative authority present is the CEO except as specified below.

The CEO may not send a representative during the first six times in any school year in which a petition is presented. After six times the CEO may send a designee. The CTU bargaining unit members shall be free to discuss concerns

without fear of reprisal or retribution, and the CEO (or designee) shall keep confidential the identity of the individuals who choose to speak.

B. The Executive Director of Human Resources or Director of Labor Relations shall hold weekly meetings with the CTU Director of Grievances to process grievances. Upon mutual agreement, additional meetings may be scheduled.

1. The Union will provide an agenda for the weekly grievance meeting two (2) days prior to the scheduled weekly meetings.

2. The Executive Director of Human Resources will assure that appropriate central office decision making individuals will be present to respond to a grievance matter.

### **Section 9. Full-Time CTU President.**

A. The CTU President shall be released from all teaching duties.

B. The CTU President shall retain full status as a teacher and shall continue to receive his/her salary from the District. The CTU President shall also retain his/her entitlement to employment benefits received by other teachers in the District.

C. The CTU will fully compensate the District for the CTU President's teacher salary and employee benefits. The CTU will also pay any fees or premiums requisite to secure employment benefits.

D. The CTU President, upon request, shall have the right to return to the department and school he/she left upon assuming the Presidency. The President shall accrue all seniority points as if he/she had never left.

E. The President of the CTU may designate one (1) elected CTU official to be released full-time under the same conditions as the President.

F. By each June 15th, the CTU President will identify eleven (11) individuals to be released half-time for the next school year by the District. The Union and the District will share equally in the cost of the released time.

### **Section 10. Union Representation on Committees.**

A. A person from the District administrative staff shall be assigned to coordinate all committees involving teachers and District administrators.

B. In response to a request of the administration to establish a committee involving teachers, the CTU shall meet with the appropriate Regional Superintendent to discuss qualifications, and the CTU will submit a list of names equal to the number of teachers who are to serve. The teachers selected shall be mutually agreed upon.

C. The CTU shall receive notice of meetings of committees, minutes of same and any interim and final proposals and recommendations. Committee findings are not necessarily binding but are recommendations for future action.

D. Meaningful Input Regarding Education Policy Committee. CTU representatives shall be permitted meaningful input on matters of educational policy addressed by a committee. The Administration shall give due consideration to CTU committee members' recommendations and proposals. However, on matters impacting on wages, hours, terms and conditions of employment and/or the continuation, modification or deletion of an existing provision of the collective bargaining agreement, the CTU reserves the right, upon notice, to demand bargaining.

**Section 11. Potential School Closings/CTU Input.**

A. If a formal school closing committee is formed by the District, the Union shall select a representative to serve on the committee. Released time shall be provided whenever meetings or school visits are scheduled during the school day.

B. Whenever schools are considered for closing or reutilization, input shall be sought from the teachers (as selected by the CTU) where the schools are located.

**Section 12. Education Programs.**

The Union shall be afforded opportunity for significant input into the development of new educational programs. The CTU and the District will collaborate in the development and implementation of all new educational programs. Both parties will be held accountable and responsible for the program's success.

**Section 13. CTU Involvement in Federal and State Proposals.**

A. Proposals and information concerning funded programs will be shared with the CTU, including:

1. The CTU will be on the mailing list to receive copies of new proposals or revisions of federal and state funded programs.
2. The designated representative of the CTU will receive a copy of the rough proposal draft from the proposal developer once it has been developed and is ready for initial in-house reviews.
3. Final drafts of federal and state proposals will be sent to the CTU.

B. Comments from the CTU will be reviewed and considered before final drafts are submitted to the funding authorities.

C. If federal guidelines do not mandate teacher participation, the Union will be responsible for any CTU requested released time cost for substitutes.

**Section 14. CTU Involvement in Teacher Centers.**

The District agrees to work with the CTU to establish Teacher Centers in compliance with federal guidelines. Coordinated proposal writing efforts will continue.

**Section 15. Design of Buildings/CTU Input.** The officers of the CTU shall be invited to participate in the planning of the construction of new buildings when architects are appointed by the District. At this point, the CEO will invite the Union to appoint a representative to serve on the building planning committees.

**Section 16. Reading Progress Cards.** The CTU shall be invited to review and make recommendations concerning any changes to student evaluation or documentation forms. The representative(s) shall be appointed by the President of the CTU. The President of the CTU and the Chief Academic Officer shall meet prior to implementation.

**Section 17. Union or Professional Conference Representatives.**

The Union shall have the right to send representatives to selected union or professional conferences or conventions. The District shall bear the cost for any substitutes which may be required provided the total cost in any fiscal year does not exceed \$15,000. The District shall bear no other related expenses.

**ARTICLE 3**

**PAYROLL DEDUCTIONS**

**Section 1. Dues Deduction.** The District will continue its present practice with respect to dues-deduction cards as delineated in Resolution No. 29831. (*Appendix B*). The CTU shall have exclusive payroll dues deduction privileges.

**Section 2. Payroll Deduction for COPE Contributions.** The District will honor COPE contribution payroll deduction authorization from CTU bargaining unit members.

**Section 3. CTU Bargaining Unit Employee Information.**

A. Computer Printouts. The CTU will be given two (2) computer printouts in October and February of each year; one alphabetically by employee name and the other by work site. The printout shall include the following information:

1. Employee name
2. Current home address and phone number
3. Employee number
4. Subject area

5. Asterisk the names of the employees whose Union dues are being collected through District payroll deduction.

Such printouts will not be shared with private or commercial agencies for promotional purposes, except to the extent required by law.

B. Electronic Linkage. There shall be a data link between the District's computer(s) and the Union's computer(s) which will allow electronic updating of CTU bargaining unit files. The link will be structured to read files, not alter data. The CTU will fund the software required and will be responsible for all hardware and telephone costs associated with the linkage.

C. On matters of mutual interest to the District and the CTU, the CEO and the CTU President may agree in writing to place a message of not more than two hundred (200) words on paycheck stubs. The Payroll Department shall have at least seven (7) working days notice of the agreed upon message.

**Section 4. Cancellation of Payroll Deduction for Dues.** All requests for cancellation of payroll deductions for the CTU membership dues shall be processed through the CTU executive offices before action is taken by the Payroll Department. Requests for cancellation will be forwarded to the executive offices of the CTU and those which are not returned within fifteen (15) days to the Payroll Department shall be considered honored and canceled unless otherwise notified. Cancellation of payroll deduction for union membership dues will result in automatic payroll deduction of the fair share fees pursuant to R.C. 4117.09(c).

**Section 5. Payroll Deduction Forms.** Representatives of the CTU shall meet with representatives of the Treasurer's office to approve any changes in the payroll deduction form. No change shall be made without mutual approval except as required by law. This specifically provides for an employee to determine, as required by law, the amount of each deduction for federal, state, city, or any other governmental agency empowered to tax under applicable laws.

**Section 6. Improved Information on Pay Stubs.**

A. Identification Coding. When the employee receives pay for extra duties, in-service meetings, covering classes, differentials, etc., the amount for each item shall be identified by a code on each pay stub.

B. Listing Employee Benefit Costs. The amount of each employee benefit cost paid by the District will be indicated on each employee's pay stub on a yearly basis.

**Section 7. Employee Notification of Garnishee Order.**

An employee shall be notified when garnishee orders are received by the District. Such notification shall be given as soon as such order is received.

**Section 8. Payroll Deductions for Insurance.**

The CTU and the District will work cooperatively to promote passage of legislation that will permit payroll deduction of premiums for various group insurance plans.

**Section 9. Direct Deposit of Payroll Check.**

The Board shall offer the opportunity to utilize direct deposit. An employee may elect to split the total amount of the payroll check between two financial institutions or two accounts at the same institution. These can include banks, credit unions, brokerage firms, or any financial institution that has a routing number and the employee has an account.

**Section 10. No-Load Mutual Funds.** No-load mutual funds may be obtained through the use of direct deposit through financial institutions as found in Section 9 above.

**Section 11. Roth IRAs.** Roth IRAs may be obtained through the use of direct deposit through financial institutions as found in Section 9 above.

**Section 12. Home Address.** All employees must provide Human Resources with a current home address and phone number.

**ARTICLE 4**

**MANAGEMENT RIGHTS CLAUSE**

**Section 1. Management Rights.** The District retains its management rights subject to any limitations found in this Agreement. Subject to all of the provisions of this Agreement and subject to the provisions of Title 33 of the Ohio Revised Code, the District shall have the sole and exclusive right to control all functions and operations and set all policies regarding the Cleveland schools, including but not limited to, the sole and exclusive right to:

- A. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology and organization structure;
- B. Direct, supervise, evaluate or hire employees;
- C. Maintain and improve the efficiency and effectiveness of educational operations;
- D. Determine the overall methods, process, means or personnel by which educational operations are to be conducted;
- E. Suspend, discipline, demote or discharge for just cause, or lay off, transfer, assign, schedule, promote or retain employees;
- F. Determine the adequacy of the work force;



G. Determine the overall mission of the employer as a unit of government;

H. Effectively manage the work force;

I. Take actions to carry out the mission of the public employer as an educational unit.

**Section 2. District-CTU Administrators' Seminar.**

The Union and District agree that a mandatory seminar will be held with all administrators, including Principals, to be conducted by the negotiating committees, including the attorneys for the District and for the Union, to explain the relationship of the management rights clause to the rest of the Agreement, and to the collective bargaining relationship as mandated by the state collective bargaining act.

**ARTICLE 5**

**ACADEMIC ACHIEVEMENT PLANS**

**Section 1. Academic Achievement Plan (AAP).**

- A. The Academic Achievement Plan (AAP) provides each school with a roadmap to student achievement and success. Its ultimate purpose is to be the school's driving force to reach or exceed clearly defined academic goals.
- B. The AAP may not conflict with any language in the collective bargaining agreement except as provided in J below.
- C. All Academic Achievement Plans (AAPs) approved prior to the 2007/08 school year are null and void as of the last day of the 2006/07 school year.
- D. The Core Planning Team will develop, if necessary, or review and modify/revise the AAP annually. The Core Planning Team shall consist of: the building Principal (no designee), the CTU Chapter Chairperson (no designee), a parent of a child attending the school, and three to five classroom teachers. The Core Planning Team may invite additional individuals to support and assist the Team.
- E. The Core Planning Team shall be determined by the following methods:
  1. CTU members shall be elected biannually beginning with an election being held in the Spring of 2007.
  2. Parent will be selected by the SPO.
  3. Core Planning Team members who are bargaining unit members will be compensated at the negotiated inservice instructor rate up to five hours.
- F. The AAP will be written by the Core Planning Team on a template developed and approved by a joint CMSD/CTU committee. The template shall include each school's academic goals, related goals, e.g., attendance and customer service, and a budget page including estimated allocation.
- G. Time Line. The time line for the 2007/08 AAP: the Core Planning Team presents the AAP to the bargaining unit members by May 15<sup>th</sup>; voting must be completed no later than May 23<sup>rd</sup>. AAPs must be submitted to the CAO no later than May 24<sup>th</sup>.
- H. Building level approval of the AAP shall be by seventy percent (70%) of the bargaining unit members voting. The election will be by secret ballot conducted by the UCC.

- I. District Approval. The Core Planning Team will forward the building level approved AAP to the CMSD Chief Academic Officer. The Chief Academic Officer will review and approve or reject, as a whole, the AAP. If rejected, the AAP, with written reasons for rejection, will be returned by the Chief Academic Officer to the school's Core Planning Team for review and revision. The President of the CTU will also be notified in writing of any rejected AAP and the reasons for rejection. All schools' Core Planning Teams and the CTU President will be notified of approval or rejection no later than the last working day in May. There shall be no more than two votes on the AAP modifications/revisions per calendar year.
- J. If the submitted AAP requests any modifications in the CTU/CMSD Agreement or CMSD policies, procedures, or guidelines, this AAP must be presented to and approved by the President of the CTU and the CMSD CEO.
- K. Notification. Each Core Planning Team will be notified by the Chief Academic Officer of the status of its AAP by the first day of the 2007/08 school year. Copies will be sent to the Principal and Chapter Chairperson.
- L. The AAP timeline for submission, approval, and notification will be reviewed for possible modification for the 2008/09 school year and beyond and may be modified by mutual agreement of the CTU President and the CEO.
- M. The AAP may define the extent and nature of supplemental professional development to be provided to school employees and may require attendance at such professional development.

## **ARTICLE 6**

### **PROBLEM RESOLUTION, GRIEVANCE PROCEDURE AND TIME LIMITS**

**Section 1. Scope.** This article shall apply to all members of the CTU bargaining unit.

**Section 2. Definition of Days.** For the purpose of this article, days shall mean a day when the affected employee, or, in the case of a responding administrator, such administrator, is scheduled to be at work.

**Section 3. Letter of Inquiry.** Any employee may file a "Letter of Inquiry" which requests information on salary, working conditions and/or benefits. Such "Letter of Inquiry" form is available from the CTU Director of Grievances. The CTU Director of Grievances shall process the Letter of Inquiry and, where the Director believes it necessary, the Director may request in writing from the Executive Director of Human Resources information to enable the Director to respond to the inquiry. The information requested shall be provided to the CTU in writing within ten (10) days of receipt by the Executive Director of Human Resources of the request. The CTU Director thereafter will

respond to the member.

**Section 4. Informal Problem Resolution.** From time to time, problems relating to the application of this Agreement and/or the Administrative Code of the District to an individual employee or employees will arise. Many of these problems are resolved informally, by discussion, in accordance with the “open door” policy followed by the District. A problem which cannot be resolved informally is called a grievance.

**Section 5. Grievance Procedure/Timelines.** A grievance is any matter concerning the interpretation, application, or alleged violation of any currently effective Agreement between the District and the CTU, or which alleges any employee represented by the Union has been discharged or disciplined without just cause, or has been treated unfairly or in a discriminatory manner. Nothing shall preclude the Union or an individual from the right to file an Unfair Labor Practice in accordance with Ohio Revised Code 4117.

Grievances shall be resolved in the following manner:

Commencement of Grievances — See Section 10 of this Article entitled “Time Limits” at subsection B.

**STEP ONE:**

A. An aggrieved employee and/or a Union representative shall inform the immediate supervisor of the grievance in writing on a form mutually agreed upon.

B. If an employee expressly requests a discussion with the immediate supervisor concerning the written grievance, such a discussion shall take place within three (3) days after filing the grievance, unless the time is mutually extended.

The discussion with the immediate supervisor shall be held with one of the following:

1. An employee accompanied by a CTU representative;
2. Through a CTU representative if the employee so requests;
3. An employee on his/her behalf; or
4. A CTU representative in the name of the Union where general established policy is violated.

C. Within three (3) days after the grievance is filed or the discussion meeting is concluded, whichever is later, the immediate supervisor shall state his/her decision in writing, together with the supporting reasons, and shall furnish one (1) copy to the employee who lodged the grievance and one (1) copy to the CTU representative. Each Step One answer shall clearly identify that answer as a “Step One Answer.”

**STEP TWO:**

If the matter is not adjusted satisfactorily at Step One, then a written appeal shall be filed by the Union for the Grievant at the Office of the Executive Director of Human Resources described in Article 2, Section 8B within twenty (20) days of the date the First Step decision is received and acknowledged by the Grievant. To acknowledge, means that the employee shall be presented with a copy of the answer and shall initial and date that copy or, that copy of the answer shall be mailed, certified mail, return receipt requested, to the employee's address of record on file with Human Resources. Step Two appeal shall be discussed at the weekly meeting held with the Executive Director of Human Resources who will involve the appropriate level of management to respond to the grievance. Upon request of either party, all persons who participated in Step One or necessary persons shall have a reasonable opportunity to be heard. Notification of at least three (3) days shall be given to all concerned. Within twenty (20) days after the meeting, the Executive Director of Human Resources shall present a written answer in regard to the grievance to the Union. Each Step Two answer shall clearly identify that answer as a "Step Two Answer."

**STEP THREE:**

If the grievance is sustained at Step One or Step Two, but the agreed upon remedy is not implemented in a timely fashion, or if the grievance is not answered following the Step Two appeal within the time frame set forth herein, or if a grievance is filed which impacts on at least five (5) bargaining unit members, the Union may file an appeal of the Step Two answer with the CEO, or may proceed directly to Step Four. When such appeals are filed with the CEO, he/she or his/her designee shall hold a meeting with the Union within twenty (20) days of receipt of the appeal to hear the grievance. Within twenty (20) days of the Step Three meeting, a written response to the grievance shall be sent to the Union and to the grievant.

**STEP FOUR:**

**A. Regular Arbitration.** If the answer to the grievance is not satisfactory, the CTU shall have the right within seventy-five (75) days to submit the matter to arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association, or any other mutually agreed upon agency or individual, by informing the District and the American Arbitration Association that the matter is to be arbitrated. A single Arbitrator shall be chosen by the parties.

The fees and expenses of the Arbitrator and the cost of the arbitration will be borne equally by the District and the Union. The Parties will split the transcript costs when there is a common agreement on the need for a transcript. Two (2) representatives of the Union, and all necessary witnesses shall receive their regular salary and wages for the time spent in the arbitration proceeding, if during working hours. The Arbitrator shall render a written decision and the reasons therefore resolving the controversy and ordering all appropriate relief. The decision and award of the Arbitrator shall be final and binding upon the District, the Union and the employees affected. The Arbitrator is prohibited from making any decision or award adding to or subtracting from or modifying in any way the provisions of this Agreement, which is contrary to law.

The arbitration hearing shall be held and the award shall be made in Cuyahoga County, Ohio.

**B. Mediation.** The CTU and the District, by mutual agreement, may utilize the grievance mediation process in an attempt to resolve a grievance before going to arbitration. The objective is to find a mutually satisfactory resolution of the dispute. If both sides agree, a single mediator shall be chosen by the parties, provided, both the Union and the District may designate up to two (2) grievances each per school year for submission to the mediation process. A mediator may be chosen by the parties by informal means. If the parties cannot agree, the mediator shall be selected under the procedures of the American Arbitration Association, or any other mutually agreed upon agency or individual.

Two (2) representatives of the CTU, and all necessary witnesses, shall receive their regular salaries or wages for the time spent in the grievance mediation proceeding, if during working hours.

1. Grievances which have been appealed to arbitration may be referred to mediation if both the Union and the District agree. The mediation conference with respect to a particular grievance shall be scheduled in the order in which the grievance is appealed to mediation with the exception of suspension or discharge grievances which shall have priority.
2. Promptly after both parties have agreed to mediate, either party, by mutual agreement, shall notify the American Arbitration Association or any other mutually agreed upon agency or individual, and

mutually agreeable arrangements shall be made for the conference.

3. The mediation proceedings shall be informal in nature. The goal will be to mediate up to three (3) grievances per day.

4. Each party shall have one (1) principal spokesperson who will have the authority to agree upon a remedy of the grievance at the mediation conference.

5. One (1) grievant will have the right to be present for each grievance.

6. The issue mediated will be the same as the issue the parties have failed to resolve through the grievance process. The rules of evidence will not apply, and no transcript of the mediation conference shall be made.

7. The mediator may meet separately with the parties during the mediation conference, but he/she will not have the authority to compel the resolution of a grievance.

8. Written material presented to the mediator or to the other party shall be returned to the party presenting the material at the termination of the mediation conference, except that the mediator may retain one (1) copy of the written grievance to be used solely for the purposes of statistical analysis.

9. If no settlement is reached during the mediation conference, the mediator shall provide the parties with an immediate oral advisory opinion involving the interpretation or application of the collective bargaining Agreement, together with the reasons for his/her decision, unless both parties agree that no opinion shall be provided.

10. The advisory decision of the mediator, if accepted by the parties, shall not constitute a precedent, unless the parties otherwise agree.

11. If no settlement is reached as a result of the mediation conference, the grievance may be scheduled for arbitration in accordance with the Agreement between the Union and the District.

12. In the event a grievance which has been mediated subsequently is arbitrated, no person serving as mediator between parties may serve as arbitrator. In the arbitration hearing, no reference to the mediator's advice or ruling may be entered as testimony nor may either party advise the arbitrator of the mediator's advice or ruling or refer at arbitration

to any admissions or offers of the settlement made by the other party at mediation.

13. By agreeing to schedule a mediation conference, the District does not acknowledge that the case is properly subject to arbitration and reserves the right to raise this issue notwithstanding its agreement to schedule such a conference.

14. The fees and expenses of the mediator and the mediation office shall be shared equally by the parties.

**C. Expedited Arbitration.** The Union has the right to demand expedited arbitration for any non-class action issue which it deems necessary because the time frame is so short that the normal arbitration procedure would be untimely. Upon such declaration, the Union and the District will make immediate (within twenty-four [24] hours) arrangements with the American Arbitration Association for the expedited arbitration procedure and such procedure shall begin as soon as the American Arbitration Association, or any other mutually agreed upon agency or individual, can initiate a hearing. It shall be the specific request of both the Union and the District to have a decision within seven (7) days of the hearing. Class action grievances may be expedited by mutual agreement between the Union and the District.

A non-class action issue shall be defined as an issue which impacts on five (5) or fewer bargaining unit members.

**D. Arbitration Tribunal.** Both the Union and the District may designate up to two (2) grievances each per school year for submission to an arbitration tribunal. Upon written mutual agreement of the Union and the District, additional grievances may be submitted to an arbitration tribunal. An individual or a panel of individuals not to exceed three (3) in number, has the authority to render judgment about a grievance. Any person or panel so agreed upon can be given the authority to render a decision as binding as that of binding arbitration.

The conditions of the presentation shall be mutually agreed to by the Union and the District, and it shall be done within the same time frames as expedited binding arbitration, as prescribed in this Agreement. If there is a panel, it is necessary that two (2) of the three (3) individuals comprising the panel come to agreement on the disposition of the grievance. The Union and the District agree this step is a form of binding arbitration and the final step of the grievance procedure if it is chosen.

**Section 6. Grievance Appeal.** Grievances that contest

the suspension or termination of a bargaining unit member shall be filed with the Executive Director of Human Resources within the time limits set forth in Section 10, after which the Union may proceed directly to Step Four of the grievance procedure.

**Section 7. Representation During the Grievance Procedure.**

No aggrieved employee at any stage of the grievance procedure will be required to meet with any administrator without Union representation. This does not interfere with the employee's right to meet voluntarily with the administration.

**Section 8. Involvement of Other Authority.** If a grievance arises from the action of an authority higher than the immediate supervisor of a school, the Union may present such grievance at the appropriate step of the grievance procedure.

**Section 9. Transfer Cases.** Where the Principal has designated a teacher to be transferred, he/she shall attach a written explanation as to why the particular teacher was so designated. In transfer cases, the grievance shall be filed as a Step Two grievance.

**Section 10. Time Limits/Commencement of Grievances.**

A. Time limits specified in this procedure may be extended by written mutual agreement of the parties. The failure of the District to comply with any time limit herein means that the Union may automatically process the grievance to the next step of the grievance procedure. The District will cooperate fully with the Union to find methods to expedite the grievance procedure to the maximum extent practical. If the District fails to comply with any time limit herein, the District will pay the cost of filing the grievance with the American Arbitration Association or similar organization.

B. **Commencement of Grievances.** A grievance must be commenced at Step One no later than sixty (60) days from the discovery of the grievable event(s) or from when the event(s) reasonably should have been discovered.

**Section 11. Grievance Forms.** Forms for the grievance procedure will be developed jointly by the CTU and the Executive Director of Human Resources.

**Section 12. Timely Payment.** In any grievance which has been sustained through the grievance process, and which calls for an employee to receive a monetary payment, interest on that amount shall be paid from the thirty-first (31st) day that a settlement is approved by both parties or an award is received from an arbitrator, or the grievance is sustained at a pre-arbitration level. The rate of interest shall be



five percent (5%) from the time period appropriate to the settlement.

**Section 13. Intervention Team.** The District agrees to establish, on a pilot basis and under the auspices of the Labor Management Council, an Intervention Team to facilitate the resolution of problems at the school level between CTU bargaining unit members and school administration. The Intervention Team shall be comprised of three (3) Principals, three (3) CTU bargaining unit members, and shall be chaired by a mutually agreed upon neutral third party. Intervention Team members shall be appointed by the Labor Management Council (LMC).

The purpose of the Intervention Team will be to work directly with the staff and administration at buildings identified by the LMC to improve working relationships and enhance the educational environment at the school. Intervention Team members will receive training in conflict resolution, group problem solving, and other techniques relevant to the Team's mission and purpose as determined by the LMC.

The Intervention Team will report its findings and recommendations to the LMC concerning each school to which it is assigned and shall otherwise keep the LMC apprised of its activities under procedures to be developed by the LMC. The LMC shall approve or modify the Intervention Team's findings and recommendations and shall submit a report as approved or modified with recommendations to the CEO, the appropriate Regional Superintendent, and the CTU President.

## **ARTICLE 7**

### **EMPLOYEES: COMPLAINTS AND FILES**

#### **Section 1. Complaints About Employees.**

A. In the event that a Regional Superintendent receives a letter from a Principal or Supervisor derogatory to an employee, the following steps will be taken:

1. The employee will be given a copy of the letter;
2. The employee will be allowed to respond in writing;
3. Any complaints may be investigated as to their validity or relevance.
4. Any unsubstantiated complaint will not be placed in the employee's personnel file.

B. In the event that an Regional Superintendent receives a letter or complaint from a parent derogatory to an employee, he/she will be notified immediately and, if it is necessary, be afforded the same opportunity to reply as in A(2) above.

C. In the event a complaint or charge about job performance is made by a person or persons not employed by the District against any employee represented in this Agreement, the employee concerned shall be promptly notified and afforded due process.

**Section 2. Employee Files.**

The official employee's file shall be maintained at the offices of Human Resources. The official employee's file and any other file maintained in whole or in part concerning a employee shall be maintained under the following procedure:

A. No material derogatory to an employee's conduct, service, character or personality shall be placed in the file unless the employee has the opportunity to read and discuss the material with the author. The employee shall be provided with a copy of the material within five (5) working days\* (excluding days employee or Principal/Administrator is absent) of the receipt of the material by the Principal/Administrator in question. After being provided a copy of the material, the employee shall be given the opportunity to discuss the material, as soon as possible after the receipt of the material by the administrator but not later than five (5) working days\* (excluding days employee or Principal/Administrator is absent) after such receipt. All such materials authored by supervisory personnel shall be signed and dated. These time restrictions may be extended where circumstances warrant. The employee shall acknowledge that such material has been read by affixing his/her signature on the actual copy to be filed, with the understanding that such signature merely signifies that the material to be filed has been read, and does not necessarily indicate agreement with its content. If the employee refuses to sign the actual copy to be filed, it shall be noted on that copy by the supervisor involved who shall also procure the signature of one witness. The signature of the witness shall constitute acknowledgment for the purposes of this paragraph. Any such material placed in the employee files, after the date of this Agreement, without the acknowledgment of the employee, cannot be used against the employee in any proceedings, and is to be removed from the file.

\* Where a supervisor is not normally stationed at the building where the employee is assigned, or where an employee is not normally stationed at the building where the supervisor is assigned the material

shall be provided to the employee within ten (10) working days of receipt and an opportunity to discuss the material will be scheduled no later than ten (10) working days after the employee is provided a copy, without reference to the absence of the employee or supervisor.

B. The employee shall have the right to answer any material filed and his/her answer shall be attached to the file copy. Personnel files shall not contain any unsubstantiated or false information. The burden of proof shall fall on the employee. Information found to be false or unsubstantiated shall be removed from said file. Derogatory material not related to incidents substantiated at the level of Regional Superintendent or central administration shall be deleted after five (5) years of no reported derogatory incidents being placed in the file.

C. When a employee refuses to sign material derogatory to the employee's conduct, service or character, including the "Principal's Composite Evaluation," the employee may write, "I disagree," and then sign the material. Should the employee still refuse to sign the material, a third party may be brought in to witness and sign the material indicating that the employee has seen and had the opportunity to discuss it.

D. Permission to examine the official file shall be given upon appropriate request by the employee.

E. Letters from creditors shall be forwarded to the person in question with a standard form asking that the person contact the creditor to clarify the problem. No record of such correspondence shall be maintained. Requests from financial institutions for information on personnel covered by this Agreement will only be honored in the following areas: a) confirmation of employment; b) salary; (c) years of service with the District; d) other items only available from the District.

## **ARTICLE 8**

### **CERTIFICATION/LICENSURE REQUIREMENTS, TEACHER EVALUATION AND PROCEDURE FOR NON-REAPPOINTMENT OF TEACHERS**

#### **Section 1. Certification/Licensure Requirements.**

A. If any changes in certification/licensure requirements for any position are to be implemented, the District shall notify the Union of the reasons such changes are necessary and shall

also notify employees in advance before such changes are implemented.

B. For certification/licensure, professional development shall be by state standards only. However, and notwithstanding any other provision of this Agreement, reasonable additional mandatory professional development, payable at the in-service rate, may be required for teachers who have received a “substandard” year-end Principal’s Composite Evaluation. A professional improvement plan will be mutually designed between the individual and the Principal and any resulting professional development shall be paid at the in-service rate.

C. The District will monitor individual certification/licensure requirements, send timely notice to individuals specifying what they must do to renew their certificates/licenses and provide reasonable and courteous assistance to individuals doing so.

D. Certification/licensure applications shall be processed on at least a monthly basis.

## **Section 2. Teacher Evaluation Policy and Procedure.**

A. The purpose of evaluation is to improve and/or recognize effective instruction.

1. Teachers on limited contract may be evaluated no more than once per semester, except as stipulated below.

2. Teachers on continuing contract may be evaluated no more than once per year, except as stipulated below.

If the evaluation is unsatisfactory, the teacher may be subject to further visits and evaluations. Any teacher may request additional evaluations at any time and the appropriate administrator shall comply within ten (10) working days.

B. The “Principal’s Composite Evaluation” form shall be signed by the teacher indicating that a conference was held; the teacher has seen but not necessarily agreed with the evaluation; and that a copy of the form has been given to the teacher. This assessment instrument may be replaced during the term of this Agreement by a revised assessment instrument developed by written mutual agreement of the CTU and the District. Recommendations may be made by a committee comprised of five (5) District administrators and five (5) individuals selected by the CTU.

C. When a teacher is visited by a Principal or District personnel who are allowed to evaluate under House Bill 330 or who hold current teacher supervisory certification/licensure from a state other than Ohio, and who are working

toward supervisory certification/licensure in Ohio, and who are designated by the Chief Academic Officer for the purpose of evaluation, an "Individual Visit Evaluation" form shall be completed, and a copy provided to the teacher and school Principal.

D. Department Heads and Supervisors/Curriculum Specialists will be assistance and support resource people for Principals or teachers but will not engage in the formal process of evaluating teaching personnel. Such personnel will provide assistance and support including, but not limited to, observation, demonstration lessons and feedback. This paragraph does not apply to administrators who are certified and/or employed to supervise school psychologists, nurses, or adult education teachers.

E. No other forms for evaluations shall be used.

F. A pre-evaluation conference will be held before formal evaluation at least two (2) working days prior to evaluation. Post-evaluation conferences will be held within ten (10) working days after the evaluation and with at least two (2) working day's notice. Composite evaluation conferences shall be scheduled with at least two (2) days' notice and shall not, unless unusual conditions exist, take place on the last day of the school year (*Appendix M*).

G. No evaluation or conference will be scheduled on the last day of the semester unless unusual conditions exist. The evaluation conference schedule shall be provided to teachers at least two (2) weeks before the end of the school year.

### **Section 3. Procedure for Non-Reappointment of Teachers.**

To supersede statutory requirements regarding the evaluation of non-reappointment of teachers on limited contracts, the following procedures will prevail:

A. Principals and/or Supervisors shall have a conference with the teacher indicating improvable areas following any evaluation; at least one formal evaluation using the approved form must be conducted in each of the following periods in a school year: (1) the month of October; (2) the month of November and, (3) the month of February through the first two weeks of March. If a teacher is not present at work on the date and time of a scheduled pre-evaluation conference, formal evaluation, or post-evaluation conference, the time lines set forth in this article will be extended accordingly. If a teacher is not present at work for two (2)

scheduled pre-evaluation conferences, formal evaluations, or post-evaluation conferences during a school year, the missed conference or evaluation shall be deemed waived.

B. Written reviews of the conferences are to be given to the teacher shortly after the conferences have taken place.

C. Upon final recommendation by the Principal/Administrator, that teacher will be given notice of recommendation of non-reappointment. A hearing shall be held by the designated Regional Superintendent with the teacher, CTU representative, Principal/Administrator.

D. If a recommendation is made by the Regional Superintendent that the teacher should not be reappointed, it will be transmitted to the CEO with a copy to the teacher.

E. The Union shall have the right to appeal to the CEO in cases of disagreement with the recommendation of the Regional Superintendent. The CEO may choose to refer the appeal to his/her designee.

F. The CMSD Board of Education has final authority regarding all non-reappointments per statutory time lines.

#### **Section 4. Local Professional Development Committee.**

For meetings of the Local Professional Development Committee (LPDC) held outside the regular school day, bargaining unit members shall be compensated at the Professional Development (In-Service Instructor) rate.

**Section 5. Mentoring.** With the agreement of the CEO and the CTU President, implementation of this section will be phased in beginning as early as possible in the 2000-01 school year.

A. Teachers, active or retired, will be selected by the Principal and UCC with written mutual agreement to work with their new colleagues in a mentoring capacity during the course of the school year.

B. Those teachers will be provided with an opportunity to take part in the new teacher orientation as set out in Article 2, Section 6(B) of the Agreement. Mentor teachers who agree to attend the two days of new teacher orientation conducted in the assigned building shall be paid at the Professional Development (In-Service Instructor) rate for their hours of attendance.

C. The District shall offer thirty (30) hours of programs for teachers new to the District over the course of the school year, to be scheduled by the Regional Superintendent. Twenty (20) hours of these programs (half Educational Research and Dissemination Programs [ER&D]), half District scheduled) shall be mandatory, the remaining ten

(10) hours shall be voluntary. Those teachers who serve as mentors shall be involved in sessions as well. These sessions shall be devoted to small group meetings to review how the year is going to that point and to discuss common problems and to look for common solutions. One-half of the programs shall be used to implement the ER&D Programs. Attendance at the ER&D Programs is encouraged but voluntary for mentor teachers. The rest of the sessions are mandatory. The CTU will develop and implement this portion of these programs. Mentor teachers and ER&D trainers shall be paid at the Professional Development (In-Service Instructor) rate and the mentee teachers shall be paid at the Professional Development (In-Service) rate for each hour of such attendance. Bargaining unit members serving as mentors shall have the option of earning Continuing Education Units (CEUs) instead of receiving monetary compensation.

D. New teachers will be released two (2) days during their first semester in the District and one (1) day during their second semester in the District. These released days will be used to observe and collaborate with experienced teachers. If the Principal determines that released time is necessary for the mentoring teachers as part of their mentoring efforts, such released time may be granted. Teachers new to the District may be assigned extra time to observe and collaborate with experienced teachers with class coverage provided.

**Section 6. Peer Assistance and Review Program:** Beginning in the 2007/08 school year, the CTU and CMSD agree to establish, as a component of the Teacher Incentive Fund Grant (TIF), a Peer Assistance and Review program. (Appendix P.) The focus of this program will be to promote and encourage excellence in the teaching profession. The overall goal of the program is to improve teacher effectiveness and to insure the educational success of students in the district by providing a fair and impartial intervention and assistance procedure.

## **ARTICLE 9**

### **SCHOOL SCHEDULES, MEETINGS & CALENDAR**

**Section 1. School Calendar.** The school calendar shall be established annually by mutual agreement of the CTU and the District. Such agreement shall be reached by April 1st of the preceding year. If the calendar must be changed after April 1st, it shall be changed by mutual agreement. Two 3-hour parent/teacher conference sessions for all bargaining unit members will be held after school hours immediately following the close of the first and second marking periods, with written mutual agreement between the Principal and the UCC on which day and time this will take place. This

time is in lieu of the workday the Wednesday before Thanksgiving.

### **Section 2. Professional Development/Longer Year.**

Effective in the 2007/08 school year, there are three voluntary professional development days for all bargaining unit members except day to day substitutes. The first day will be contiguous with the first day of the school year and the remaining two voluntary professional development days will be scheduled by individual school buildings as determined by written mutual agreement, between the Principal and the UCC. As an example, these days may be scheduled on Saturdays, evenings or during the summer in accordance with Article 9, Section 6A(3). These three voluntary professional days shall be paid at the participants' daily rate.

Effective in the 2007/08 school year, the voluntary professional development covered in this section must be directly related to the five following topics: reading, writing, mathematics, alternate assessment, and managing anti-social behavior. These focused topics may be changed, based on agreement of the CTU and CMSD, in subsequent school years.

The district may offer a three (3) week extended contract once every four (4) years for certificated personnel.

### **Section 3. School Start Times.**

Beginning with the 2007/08 school year, K-8 bargaining unit members\* will report to school ten minutes prior to the start of the instructional day unless modified in this Collective Bargaining Agreement or by future joint agreement of CMSD and CTU.

Beginning with the 2007/08 school year, all K-8 and secondary school teachers have a 400 minute work day that follows one of the following two formats: (See Appendix J)

- 7:50 A.M.-Reporting Time; 8:00 A.M. through 2:30 P.M.- Instructional Day (secondary schools and early start K-8/elementary schools)
- 9:20 A.M.-Reporting Time; 9:30 A.M. through 4:00 P.M.-Instructional Day (late start K-8/elementary schools)

\* The ten minute report time does not include the following bargaining unit members as their work day is 7 hours and 45 minutes: paraprofessionals, sign language/educational interpreters, occupational therapy assistants, physical therapy assistants.

### **Section 4. Lunch Periods/Travel Time.**

Each teacher is to have a duty-free, uninterrupted lunch period of a minimum of forty (40) minutes. Effective with the 2001-02 school year, the forty (40) minute lunch period for teachers shall be scheduled during the regularly scheduled student lunch periods of the regular day, unless with written consent by the affected teacher. No one teacher or teachers will exceed the lunch time allocated for the majority of the faculty.

Teachers assigned to more than one building in a school day shall not have to travel during their lunch period nor during their unassigned periods.

### **Section 5. Standardized School Day.**

A. A policy statement will be issued concerning the current practices of schedules for elementary/K-8, middle and senior high/special schools.



There will be an annual review in May by the CEO or designee and a CTU committee to discuss the structure of the school day and implementation of schedules in elementary, K-8, middle and senior high/special schools.

B. In order to comply with the accreditation requirements of North Central Accrediting Association, effective September, 1983, the instructional day shall be appropriately lengthened (in accordance with the schedule previously submitted by the District) and the ninth common planning period shall be eliminated (which means that teachers are no longer regularly required to remain in the building after the completion of the eighth period).

C. Beginning with the 2007/08 school year, the schedule of the instructional day as defined by CMSD and CTU in Appendix K will be modified traditional with block throughout all district schools that have one or more of the following grades 9, 10, 11, and 12.

D. All special subject area periods in elementary schools shall be standardized at forty (40) minutes. Special subjects are: art, library, music, and physical education.

E. Teachers required to work at two or more buildings in one day shall adhere to the schedule of the first building for the rest of the work day.

F. On professional days, schools shall have the option of deciding on a starting time other than the one set to accommodate the busing of children.

G. The CTU will be notified prior to any changes in the schedule and will be appraised regularly as to the progress made in solving the problem.

## **Section 6. Meetings/Events/Conferences on School Days.**

### **A. Mandatory Meetings.**

Mandatory meetings shall be limited to the following:

1. Faculty meeting schedules shall be identified during the first week of school. These meetings shall be a one (1) hour faculty meeting per month, before or after the school day. The Union shall have input as to the agenda of that meeting. The last ten (10) minutes of the meeting shall be devoted to Union business. Faculty meetings may be canceled with mutual agreement of the CTU Chapter Chairperson and the Principal.
2. District-sponsored open house efforts.
3. Professional day in-service developed in the following manner:
  - a. Development of needs assessment instrument
  - b. Implement needs assessment

- c. Aggregate data
- d Data feedback
- e. General staff consensus on:

- 1. Issues
- 2. Structure
- 3. Format
- 4. Approach

4. Beginning with the 2007/08 school year, the first mandatory professional development day's topic and agenda will be determined by the district CEO and the CTU President or their designees. For the 2007/08 school year the topic will be managing anti-social behavior/classroom management. The district and union will explore and select the district-wide 2007/08 instructional strategy from possible best practices, including but not limited to, the AFT ER&D.

5. The district will continue the current practice of providing Child Development and preschool Special Education teachers with professional development jointly developed by CTU and CMSD one day per month. The district will continue the current practice of providing Kindergarten teachers with professional development jointly developed by CTU and CMSD three times a year.

6. All other meetings, inclusive of parent-teacher conferences and/or staff development initiatives, shall be voluntary and developed with general staff consensus under the mutual guidance of the CTU Building Chairperson and UCC and the Principal using the Building Governance Structure. For department-level or grade-level meetings, the same format shall be followed as for "other meetings" with department heads guiding the consensus related to time, place, format, content, etc., and department staff being the "general staff."

**B. Events Beyond Normal School Day.** Teachers, as part of a regular assignment, shall not be required to attend more than one out-of-school open house or other out-of-school event per semester. The out-of-school open house or other out-of-school event will be scheduled as one of the parent conference days as provided by state law and schools will be dismissed one-half (1/2) day for students and teachers in accordance with that regulation. All other out-of-school events shall be voluntary.

**C. Meetings with Administrators Beyond the School Day.** No employee shall be required to attend meetings for the purpose of reprimand or non-reappointment beyond the regular working hours. This provision shall not apply to any District meetings.

**Section 7. Notification of School Emergency Closing.**

Any decision to close the schools shall be made by the administration and communicated as soon as possible through the public news media. Bargaining unit members shall not be required to be present at school and shall suffer

no loss of pay as the result of a school emergency closing. Principals shall be notified directly of any emergency closing and will establish suitable procedures for the notification of staff.

## **ARTICLE 10 SCHOOL ORGANIZATION AND TEACHING ASSIGNMENTS**

### **Section 1. Class Size and Organization.**

#### **A. SECTION 1. A. APPLIES TO ELEMENTARY (K-5) BUILDINGS.**

1. **Grades K-3.** In order to assist in achieving the CMSD/CTU joint goal of eliminating the “gap” in academic achievement as measured by average levels of achievement in CMSD and the State of Ohio, the class size limit in grades K-3 shall be twenty (20) to one (1). (See Appendix O) If a teacher’s class exceeds this limit, another teacher will be assigned to the grade. If the CTU believes the District has not made a good faith effort to assign an additional teacher, the CTU shall have the right to grieve the situation directly to the CEO or designee. If the situation is not remedied within twenty (20) working days after being brought to the CEO’s attention, the CTU may take the matter directly to expedited arbitration in accordance with the procedures set forth in Article 6, Section 5(C) of this Agreement and the AAA (or other similar organization) rules governing expedited arbitration.
2. **Grades 4-5.** The class size limit in elementary schools for grades 4-5 shall be 25, except by expressed written consent of the affected teacher(s). The local school UCC and the Principal shall determine the school organizational structure and attempt to reach the limits of 25. If the administration in a building cannot meet that limit in one or more classrooms, the Principal shall submit the data to the appropriate Regional Superintendent who will attempt to solve the problem by ADM-1 week. If a teacher is assigned students beyond the limit of 25, one or more of the following options will be utilized:
  - a. Reassignment of students;
  - b. Add an additional classroom teacher;
  - c. Pay the affected teacher \$5.00 per day for each student above 25. Compensation for each marking period of the school year shall be based upon student enrollment (as evidenced by progress reports or grade scan reports) the last Friday of each marking period, with said compensation retroactive to the beginning of the marking period. All such compensation shall be paid by separate check following the completion of the school year but no later than July 15 of each year.
  - d. Class size for Elementary Special Subject teachers (ESP) shall be 196 students per day maximum. If a special subject teacher is assigned students above this 196 limit (or a proportionately adjusted limit for teachers with fewer than seven assigned periods in elementary schools) one or more of the following options will be utilized:
    1. Reassignment of students or teachers;
    2. Add an additional class assignment at a one-seventh (1/7) pay differential for elementary teachers;
    3. Add a teacher with the appropriate certification/licensure;

4. Pay the affected teacher \$1.00 per student per day for each student above the 1:196.

**B. SECTION 1. B. APPLIES TO K-8 BUILDINGS.**

1. **Grades K-3** In order to assist in achieving the CMSD/CTU joint goal of eliminating the “gap” in academic achievement as measured by average levels of achievement in CMSD and the State of Ohio, the class size limit in grades K-3 shall be twenty (20) to one (1). (See Appendix O) If a teacher’s class exceeds this limit, another teacher will be assigned to the grade. If the CTU believes the District has not made a good faith effort to assign an additional teacher, the CTU shall have the right to grieve the situation directly to the CEO or designee. If the situation is not remedied within twenty (20) working days after being brought to the CEO’s attention, the CTU may take the matter directly to expedited arbitration in accordance with the procedures set forth in Article 6, Section 5(C) of this Agreement and the AAA (or other similar organization) rules governing expedited arbitration.
2. **Grades 4-8.** The class size in grades 4-5 in K-8 schools shall be 25. The class size in grades 6 through 8 in K-8 schools shall be a maximum of 170 students per day (or a proportionately adjusted limit for teachers with fewer than six assigned teaching periods per day). If the administration in a building cannot meet that limit in one or more classrooms, the Principal shall submit the data to the appropriate Regional Superintendent who will attempt to solve the problem by ADM-1 week. If a teacher is assigned students beyond the limit of 25 or 170, whichever is appropriate, one or more of the following options will be utilized:
  - a. Reassignment of students or teachers;
  - b. Add an additional classroom teacher ;
  - c. Pay the affected teacher \$5.00 per student per day for each student above 25 in a self-contained classroom in grades 4-8 (the appropriate Regional Assistant Superintendent must pre-approve a self-contained classroom in grades 6-8), or \$1.00 per student for each student above the 1:170 limit in departmentalized classrooms in grades 6-8.

Compensation for each marking period of the school year shall be based upon student enrollment (as evidenced by progress reports or grade scan reports) the last Friday of each marking period, with said compensation retroactive to the beginning of the marking period. All such compensation shall be paid by separate check following the completion of the school year, but no later than July 15 of each year.
  - d. Class size for K-8 ESP teachers shall be at a rate of 170 students maximum per day, except for Physical Education, which shall be at the 196 per day maximum. If a special subject teacher is assigned students above this 170 or 196 limit, one or more of the following options will be utilized:
    1. Reassignment of students or teachers;
    2. Add an additional class assignment at a one-sixth (1/6) pay differential;
    3. Add a teacher with the appropriate certification/licensure;

4. Pay the affected teacher \$1.00 per student per day for each student above the 1:170 or 1:196 limit, whichever is appropriate.

C. The class size for regular secondary classroom teachers (excluding grades 6-8 in K-8 schools) shall be 1:150 District-wide average, and 1:170 maximum (compliance with North Central requirements). If a teacher is assigned students above this 170 limit (or a proportionately adjusted limit for teachers with fewer than six assigned periods), one or more of the following options will be utilized:

1. Reassignment of students or teachers;
2. Add an additional class assignment at a one-sixth (1/6) pay differential;
3. Add a teacher with the appropriate certification/licensure;
4. Pay the affected teacher \$1.00 per student per day for each student above the 1:170 limit.
5. Class size for Secondary Special Subject Teachers shall be:
  - a. Art = 170 students per day maximum;
  - b. Music = 170 students per day maximum, excluding choir, band, orchestra and similar activities;
  - c. Physical Education = 196 students per day maximum.

D. Compensation for each marking period of the school year shall be based upon student enrollment (as evidenced by progress reports or grade scan reports) as of the day after interim progress reports are filed or the last Friday of each marking period respectively (eight times total), with said compensation retroactive to the appropriate half of the marking period.

All such compensation shall be paid by separate check following the completion of the school year, but no later than July 15 of each year.

All disputes regarding oversized class compensation (both regular and special education classes for all levels) for the previous school year shall be arbitrated as an expedited class action on or about August 1 of each year.

E. The District shall maintain teacher-pupil ratios as mandated by the State Department of Education.

F. Middle Schools/Middle Grades. (This section shall exclude middle grades in K-8 buildings.)

1. Beginning with the 2001-2002 school year, the operational definition of middle schools/middle grades for purposes of this Agreement shall include facilities which house grades six (6) and/or seven (7), and/or eight (8).

Teachers are to be organized into interdisciplinary core teams, meet regularly in a common planning period during the school day, and instruct a common group of students. All student and teacher scheduling, professional development, and curriculum shall be developed to reflect this definition of middle schools/middle grades.

2. All middle schools/middle grades shall be staffed to include:
  - a. A maximum of 19:1 staffing ratio to provide common planning period;
  - b. All teachers, excluding ESP/Exploratory teachers in K-8 schools, shall have five (5) assignments or an equivalent thereof (i.e., block scheduling) and a common planning period;

- c. An adequate number of Exploratory teachers which includes the middle schools/middle grades building enrollment of regular and special education students;
  - d. One permanent building substitute at all middle schools.
- 3. Effective with the 2001-02 school year, the class size for regular middle school/middle grade teachers shall be 1:150 District-wide average and 1:170 maximum (compliance with North Central requirements). If a teacher is assigned students above this 170 limit (or a proportionately adjusted limit for teachers with fewer than six assigned periods), one or more of the following options will be utilized:
  - a. Reassignment of students or teachers;
  - b. Add an additional class assignment at a one-sixth (1/6) pay differential;
  - c. Add a teacher with the appropriate certification/licensure;
  - d. Pay the affected teacher \$1.00 per student per day for each student above the 1:170 limit.
  - e. Class size for middle schools/middle grades special subject teachers shall be:
    - 1. Art = 170 students per day maximum;
    - 2. Music = 170 students per day maximum, excluding choir, band, orchestra and similar activities;
    - 3. Physical Education = 196 students per day maximum.
- 4. Voluntary Professional Development for Teachers New to Middle Schools/Middle Grades. Beginning with the 2001-2002 school year, any teacher new to middle school/middle grades shall have an additional twelve (12) hours of voluntary professional development in the year they transition at the Professional Development (In-Service) rate. Bargaining unit members attending voluntary professional development activities shall have the option of earning Continuing Education Units (CEUs) instead of receiving monetary compensation. (The Joint Middle School Transition Committee will develop and implement the professional development.) Middle grade teachers new to implementing the middle school concept or new to middle school are encouraged to participate in the professional development described above during their first year of teaching middle grades.
- 5. All subjects taken by middle school/middle grades students shall count in the grade point average for promotion.

G. The Principal of each school shall, when organization takes place, hold at least one faculty meeting to explain the faculty staffing procedure, including pupil-teacher ratio and class size.

H. The Principal and the UCC shall meet prior to, and during, each semester to establish equitable class sizes, (including health classes in secondary schools) based upon staff availability in the school. Teacher assignments, including subjects or grades assigned to teach, non-teaching duties, unassigned duties and room assignments are to be part of the discussion in the establishment of the master schedule of the school. Teachers shall have the responsibility of reporting any inequities in class size or teacher assignments to the

UCC which will attempt to resolve them within the building. If it cannot be resolved within the building, the UCC may pursue the problem through the grievance procedure.

I. Elementary Teacher Work Day in non K-8 buildings.

1. Effective at the start of the 2001-2002 school year, the teacher day at the elementary school level will be 390 minutes. This time will include the following:

a. Teacher Report Time. Effective upon contract ratification, all bargaining unit members with the exception of paraprofessionals will arrive ten (10) minutes before the start of the student day. During this time, such bargaining unit members must be in the school building. However, this time may not be assigned by the Principal or other administrator.

b. Teacher Student Contact Time. In addition to the Literacy Block and Instructional Time, each school will schedule twenty (20) minutes of "Teacher Student Contact Time." This time will be time during which teachers and students prepare for, open and/or close the instructional day. Teacher Student Contact Time may be allocated on a daily, weekly or monthly basis. All teachers, excluding nurses, social workers, speech language pathologists, guidance counselors and psychologists, will be scheduled for Teacher Student Contact Time.

c. Literacy Block. At least eighty (80) minutes of each school day will be dedicated as literacy block(s).

d. Lunch. Every day will include a forty (40) minute uninterrupted lunch period for teacher lunch.

e. Planning Period. Teachers will continue to have at least an average of forty (40) minutes per day or its weekly equivalent as planning/unassigned time as defined by Article 10.

f. Instructional Time. In addition to Teacher Student Contact Time and Literacy Block(s), at least 200 minutes of the school day will be dedicated to direct classroom instruction.

2. Scheduling. Each school will schedule the teacher day pursuant to Article 10, Section 1(G) and (H). The schedule must be aligned with the school's approved Academic Achievement Plan. Schools may schedule the Teacher Student Contact Time in a manner which best addresses the school's needs and priorities as identified in the AAP.

J. Where possible, in elementary and K-8 buildings, split-grade elementary classes shall be eliminated. If a teacher has a split-grade class, priority shall be given to assigning that teacher a single-grade class the following year. Initial emphasis should be placed on eliminating all split-grade primary classes. Split classes shall not be given to teachers who are in their first 180 working days of teaching unless the school's organizational structure is based on multi-grade/age grouping.

K. Elementary science teachers may spend a majority of their classroom instruction time in teaching science by the voluntary trading of classes which will be organized by written mutual agreement between the Principal and the UCC.

L. Every effort shall be made to reduce physical education classes to an equitable size in the school.

M. When any elementary class is scheduled for art twice a week, it may be scheduled for two consecutive periods with the concurrence of the Principal, UCC and the teachers involved.

N. Building Substitutes at Elementary Buildings. Effective with the 2001-02 school year, elementary building substitutes will be placed at elementary buildings, with the number of substitutes determined as follows:

- Enrollment up to 300 . . . . . 1 Building Sub
- Enrollment 301-600 . . . . . 2 Building Subs
- Enrollment 600+ . . . . . 3 Building Subs

O. K-8 Schools.

1. A K-8 school is a school that contains grades K-8 or is transitioning from K-6 or K-7 structure to a K-8 school.
2. K-8 schools for the purpose of this Collective Bargaining Agreement are separate entities from the elementary, middle/middle grades, secondary and/or high schools. The governing regulations for K-8 schools are contained in Article 10, Section P.

P . K-8 Teacher Day

1. Effective beginning the 2007/08 school year, the teacher day at the K-8 school will be 400 minutes, this time will include the following:
  - a. Teacher Report Time. Beginning with the 2007/08 school year, all bargaining unit members with the exception of paraprofessionals, sign language/educational interpreters, occupational therapy assistants and physical assistants will arrive ten (10) minutes before the start of the student day. During this time, such bargaining unit members must be in the school building. However, this time may not be assigned by the Principal or other administrator.
  - b. Teacher Student Contact/Assigned Time. All teachers will have a maximum of 300 minutes of teacher student contact/instructional time. This time includes one (1) homeroom daily not to exceed fifteen (15) minutes and passing time in grades 6-8. The 300 instructional/assigned minutes includes six (6) FIFTY (50) minute periods including a defined passing time as defined through a written mutual agreement by principal and UCC. Included in the 300 minutes is a literacy block of no less duration than 100 minutes. This time includes one FIFTY (50) minute Team time per week, for all teachers, including ESP teachers, in the building. This Team time may be used for teacher/parent conferences, IEP conferences, Intervention-Based



Assessment Team Meetings or other classroom related activities other than instruction. The Principal and UCC will develop guidelines for the use of this time through a written mutual agreement.

Subject Area Specialists (SAS), Special Education Liaison (SEL), and ESP Liaison (ESPL) will be responsible for book and equipment inventory and other duties as defined in Article 23, Section 23. SAS, SEL, ESPL and Team Leaders will provide leadership to collectively monitor student progress and achieve school goals, facilitate and coordinate all team activities, and function as the liaison between the administration and team and other school teams.

c. Lunch. Every teacher will have a daily forty (40) minute uninterrupted lunch period.

d. Planning Period. All teachers in K-8 buildings will continue to have at least six (6) FIFTY (50) minute per week or its equivalent of planning unassigned time as defined by Article 10.

e. All teachers in K-8 schools will have at least one (1) fifty (50) minute period per week, or its equivalent, of a Team planning period. The use of this time is explained in a 1 (b) above and shall be identified and listed in the school's master schedule.

2. Scheduling: Each school will schedule the teacher day pursuant to Article 10, section 1 (G) and (H).

a) Schedules for the following school year shall be completed as soon as possible in the preceding school year. All assignments shall be as equitable as possible in terms of honoring preferences and number of preparations. For any changes made after the end of the school year, all teachers affected shall be notified in writing as soon as possible.

b) Teachers in grades 6-7-8 will have no more than three (3) preparations except as provided below. By May 30 of the preceding school year, teachers whose preference is to teach in grades 6-8 must submit in writing to both the Principal and Chapter Chairperson their willingness to volunteer for more than three preparations in the following school year, if necessary as determined by the UCC. If sufficient volunteers are not available to meet the needs of the grades 6-8 schedules, the Principal and the Chapter Chairperson shall determine the fairest and most appropriate solution other than establishing self-contained classrooms.

c) If drastic changes in the school population require significant changes in scheduling (K-8), such changes shall be completed by October 1.

d) All teachers in K-8 schools will be assigned no more than SIX (6) assignments (including Team time) of 50 minute duration, including passing time per day, or the equivalent (i.e. block scheduling). All school schedules will reflect an eight period day or its block equivalent.

e) K-8 teachers' schedules may be changed on a quarterly basis with permission of the affected teacher.

f) When a K-8 class is scheduled for an ESP class twice a week, it may be scheduled for two consecutive periods with the concurrence of the

Principal, UCC and all teachers involved.

g) Special Education classes will follow state guidelines.

h) All students in K-8 buildings shall be scheduled for each of the following: art, music, physical education, and media.

3. All subjects taken by K-8 students shall count for promotion.

4. Team Leaders, Special Education Liaison, ESP Liaison, Subject Area Specialists.

Beginning with the 2005-06 school year, each grade, or cluster of grades (ex. Grade 3 and 4 teachers combine to form one Team) with at least three homeroom teachers within a K-8 building shall have the equivalent of a Grade Level Chair or Core Team Leader, hereafter called Team Leaders. In addition, all K-8 buildings will have four Subject Area Specialists (Language Arts, math, science and social studies), one Special Education Liaison and one ESP Liaison for all ESP teachers. No additional released periods will be provided for these positions. There will be one (1) Department Head for all ESP teachers, hereafter called ESP Liaison, in K-8 Schools.

Beginning with the 2006-07 school year in all K-8 schools, Subject Area Specialists, one Special Education Liaison and one ESP Liaison will be selected every two (2) years by a process established by written mutual agreement between the UCC and Principal. The selection process for these positions will commence no later than May 1 and be concluded no later than May 15. For all positions made vacant by transfer, promotion, retirement, etc, the position will be posted for one (1) week, and all members eligible to apply shall submit their letter of interest to the Chapter Chairperson and Principal.

5. Subject Area Specialists, Special Education Liaison, and ESP Liaison are to report to their schools all day Thursday and Friday of the week preceding the opening of school and will be paid on a prorated basis according to their ensuing year's annual contract salary.

Q. Middle Schools/Middle Grades Teacher Day, excluding K-8 Schools.

1. Effective with the start of the 2001-2002 school year, the teacher day at the middle school/middle grades will be 400 minutes. This time will include the following:

a. Teacher Report Time. Effective upon contract ratification, all bargaining unit members with the exception of paraprofessionals, sign language/educational interpreters, occupational therapy assistants and physical therapy assistants will arrive ten (10) minutes before the start of the student day. During this time, such bargaining unit members must be in the school building. However, this time may not be assigned by the Principal or other administrator.

b. Lunch. Every day will include a forty (40) minute uninterrupted lunch period for teacher lunch.

c. Planning Period. Teachers will continue to have at least forty (40) minutes per day or its equivalent of planning/unassigned time as defined by Article 10.

d. Instructional Time. Schools will schedule no more than 290 minutes of Instructional Time. This Instructional Time will include a homeroom period not to exceed fifteen (15) minutes, one passing time, and a forty (40) minute Common Planning/Common Intervention for those teachers who are members of a Core Team.

e. Teacher Student Contact Time. The use of any Teacher Student Contact Time beyond the 290 minutes of Instructional Time shall be determined by mutual written agreement between the Principal and UCC and shall support the goals and objectives of the school's Academic Achievement Plan.

2. Core Team Member Responsibilities. Core Team Members responsibilities will include, but not be limited to, the following:

- a. attend and participate in team meetings and activities;
- b. set and implement team goals based on academic standards and student needs;
- c. develop and implement strategies and activities focused on improving student achievement, i.e., student grouping, continuous parent/family communication, input on budgetary needs, planning interdisciplinary lessons;
- d. provide input on team leader selection;
- e. develop and participate in collaborative team-based professional development activities;
- f. collaborate with team members to provide better motivational activities and/or services for students;
- g. recommend student referrals and interventions to appropriate school programs and/or community agencies; and
- h. plan and/or provide academic assistance/individual instruction to students receiving instruction from the Core Team.

R. High School Teacher Day. The teacher day at the high school will be 400 minutes. This time will include the following:

1. Teacher Report Time. Effective upon contract ratification, all bargaining unit members with the exception of paraprofessionals, sign language/educational interpreters, occupational therapy assistants and physical therapy assistants will arrive ten (10) minutes before the start of the student day. During this time, such bargaining unit members must be in the school building. However, this time may not be assigned by the Principal or other administrator.
2. Instructional/Student Contact Time. Teacher assigned time at the high schools shall not exceed 290 minutes per day, including passing time and a homeroom not to exceed fifteen (15) total minutes.
3. Lunch. Every day will include a forty (40) minute

uninterrupted lunch period for teacher lunch.

4. Unassigned Time. The balance of the teacher workday is as defined in Article 10, Sections 4 and 5.

S. Homerooms and Advisory Activities in Secondary Schools.

1. All certificated/licensed personnel in a secondary school, except the Principal, Assistant Principal(s), Chapter Chairperson, Assistant Chairperson if over seventy (70) bargaining unit members, Assistant Chairperson as defined in Article 2, Section 3 (C)(5), the Athletic Director, and Department Heads, Core Team Leaders, and Special Education Liaisons (effective with the 2001-2002 school year), shall have a homeroom. Homerooms within the building shall be as equal as possible in enrollment. Exceptions may be made for Special Education. The Principal and UCC may exclude other individuals. The UCC members shall not be excluded from homeroom duty unless otherwise qualified under an excluded classification.

2. Effective with the 2001-2002 school year, all certificated/licensed staff who instruct students in grades 6, 7 and 8, excluding K-8 Schools, shall have an advisory period. The Principal and the UCC shall decide when advisory activities shall take place. Advisory activities shall not take place during the homeroom period. Homeroom periods shall not exceed fifteen (15) minutes, except in emergency situations as defined by the CEO or designee.

T. Instructional Time and Substitute Duties at the Secondary Schools.

1. Assigned time shall be defined as the total of each period's instructional time plus one (1) interval of passing time per period at the high schools. If a teacher chooses to accept more assigned time on one (1) or more days of the week in exchange for less assigned time on other days, the total assigned time for the week shall not exceed 1,350 minutes, based on six assignments.

2. Effective with the 2001-02 school year, teacher assigned time at the high schools shall not exceed 290 minutes per day, including passing time and a homeroom not to exceed fifteen (15) total minutes. Total assigned time per week shall not exceed 1,450 minutes. Teachers shall not be required to perform substitute duties for absent teachers during the period in which they have instructional duties, except in extreme emergency situations. Mutual agreement is required for a teacher to serve as a substitute teacher.

U. The P.A. The P.A. system may be used once a day or as defined in the guidelines agreed to in a written mutual agreement by the Principal and the UCC at the beginning of each school year.

**Section 2. Lesson Plans.**

A. Lesson plans should be considered as a guideline for effective instruction. Therefore, it is essential that teachers maintain substantive daily lesson plans which will provide a framework for such instruction. Substantive lesson plans include, at a minimum, aims and goals for student learning/achievement which parallel the District's course of study; daily, weekly and instructional unit objectives

correlated to the District’s Course of Study, including timelines set by the District, and assessment tools. Teachers are not required to recopy or otherwise duplicate information contained in the Course of Study or timelines into their lesson plans. Teachers shall be evaluated on the basis of the effectiveness of classroom instruction, but repeated failure of any teacher to maintain appropriate substantive lesson plans shall also be considered in overall teacher evaluation.

B. In the interest of assisting new teachers, weekly lesson plans should be submitted to their department head or school administrator. It is important that the lesson plan be considered one of the many tools for effective classroom instruction.

C. An emergency lesson plan must be left with either the appropriate department head or administrator to be available for substitutes to facilitate instruction when the regular teacher is absent. This emergency lesson plan shall contain the basic information necessary for the substitute to carry on during the teacher’s absence.

D. The regularly assigned teacher should not be expected to submit lesson plans when he or she is absent for one week or more due to illness or family emergency. For non-emergency absences, teachers are required to leave lesson plans with the appropriate department head or administrator prior to any absence, unless otherwise approved by the Principal. The regularly assigned teacher, department head and/or administrator should use discretion in the making of arrangements to continue a program of instruction.

E. Duplicate sets of lesson plans are not necessary and need not be prepared.

**Section 3. Special Education Assignments.**

A. All Special Education class assignments shall maintain teacher/pupil ratios in compliance with State mandated standards. The current State standards are as follows:

Disability Category Assigned	Maximum Number to be Served by School Level		Maximum Number to be Served During Instructional Period		Age Range per Instructional Period Shall Not Exceed
	K-8	9-12	K-8	9-12	
Cognitive Disabilities	16	24	12	16	60 months
Specific Learning Disabilities	16	24	12	12	60 months
Hearing Impaired, Visually Impaired, Orthopedic Impaired, Other Health	10	10	8	8	48 months

Impaired					
Emotionally Disturbed	12	12	10	10	48 months
Multiple Disabilities	8	8	8	8	60 months
Autistic, Deaf Blind, Traumatic Brain Injury	6	6	6	6	60 months
Cross Categorical	12	16	12	16	Not specified

*Adapted from the Ohio Department of Education*

If these standards are exceeded, the teacher or the CTU will have the right to grieve the situation directly to the CEO. If the situation is not remedied within twenty (20) working days after being brought to the CEO's attention, the CTU may take the matter directly to expedited arbitration. If the State of Ohio adopts legislation or regulations which mandate changes in the design of Special Education programs relating to the number of identified students receiving instructional services at any one time by the teacher, the parties shall reopen good faith negotiations regarding the impact on terms and conditions of employment.

If the administration in a building cannot meet the limits set forth above in one or more classrooms or units, the Principal shall submit the data to the appropriate Regional Superintendent who will attempt to solve the problem by ADM-1 week. If a teacher is assigned students beyond the limits set forth above, one or more of the following options will be utilized:

1. Reassignment of students;
2. The assignment of an additional special education teacher or substitute to create a new class;

If the administration is still unable to meet the instructional and/or enrollment limits after a good faith effort to implement options 1 and 2 above, the District shall pay the affected teacher at the class-size overage rate contained in Article 10, Section 1 of this Agreement. Compensation for each marking period of the school year shall be computed in accordance with Article 10, Section 1(D).

If the CTU believes the District has not made a good faith effort to implement options 1 and 2 above at any time, the CTU shall have the right to grieve the situation directly to the CEO or designee. If the situation is not remedied within twenty (20) working days after being brought to the

CEO's attention, the CTU may take the matter directly to the expedited arbitration in accordance with the procedures set forth in Article 6, Section 5(C) of this Agreement and the AAA (or other similar organization) rules governing expedited arbitration.

B. Within budgetary constraints paraprofessionals shall be assigned to assist Special Education classes as determined by the Special Education Division in accordance with students' Individual Educational Plans (IEPs).

C. Children who are determined to be eligible for Special Education services under applicable law and Ohio Standards for Special Education and Ohio Model Policies and Procedures for the Education of Children with Disabilities shall be mainstreamed into regular education classes in accordance with their IEP. These students shall be scheduled in such a manner as to preclude more than twenty-five percent (25%) of their class being assigned to a given regular class during any single instructional period as defined in the remainder of this paragraph. For the purpose of mainstreaming in grades K-8, the regular education teacher shall not be required to accept more than 3 special education students during one instructional period with his/her regularly scheduled class unless he/she volunteers to do so. For the purpose of mainstreaming in grades 9-12, the regular education teacher shall not be required to accept more than 4 special education students during one instructional period with his/her regularly scheduled class unless he/she volunteers to do so. The regular education teacher shall have the opportunity to participate in the development of the Special Education student's IEP and shall have access to all information pertaining to the student's present level of educational functioning.

If a receiving teacher finds that a child with a disability is unable to function adequately in a regular setting, he/she may request a re-evaluation of the IEP.

D. In compliance with federal laws, assistance will be given by the administration to classroom teachers in developing IEPs for students with disabilities being educated within the regular classroom. The school district will continue the current practice of providing for one day one substitute teacher for every two K-12 special education teachers who are the primary persons responsible for coordinating the development of IEPs on their caseload.

E. In-service courses shall continue to be offered to regular classroom teachers (and, as needed, to other non-Special Education teachers) as needed. Upon teacher request, additional resources will be made available.

F. Assignment of high incidence special education students to music, art, physical education, media and other ESP teachers shall be accomplished by pairing the high incidence students, e.g., LD, CD, CC, from one special education class with the students from one regular education class. These paired classes will then be split with up to half

being assigned for instruction to one specialist and the other half to another specialist during the same class period. Pairings of classes at the elementary level will involve combinations of primary (grades preK-3) regular grades with primary (grades preK-3) special education self-contained classes and intermediate (grades 4-8) regular grades with intermediate (grades 4-8) special education self-contained classes.

G. Special Education Placement.

1. If a teacher recommends a student be evaluated for a disability and Special Education services, the administration will comply with State Rules and District Procedures and Ohio Model Policies and Procedures for the Education of Children With Disabilities.
2. If a student is evaluated and found eligible for Special Education services and parental consent obtained, the student shall be served in the Least Restrictive Environment (LRE) in accordance with his/her IEP and in compliance with State Rules.

H. Inclusion.

1. An inclusion classroom is staffed with a teaching team consisting of one full time special education and one full time regular education teacher. When inclusion (the part or full-time education of disabled students within the regular classroom for the primary purpose of social/emotional development with age appropriate peers and modification of academic instruction according to the IEP) is being recommended for a Special Education student, the selection of the regular education teacher will be on a voluntary basis, unless insufficient volunteers are available to meet the needs of Special Education children as defined by law. In this case, the Principal and IEP team shall determine the fairest and most appropriate solution.
2. Only the IEP Team may make decisions about where a Special Education child will be served. The IEP team will consist of the individuals required by state law including regular education inclusion teachers, as available. All such placements shall be on an individualized basis according to the IEP.
3. Building and individual training should be available on a voluntary basis to the CTU bargaining unit member of the special needs student during the school day. Any such training that has been approved in advance by the Division of Special Education or recommended by the Joint Special Education Committee and approved by the CEO,



which occurs outside the school day or school year, will be reimbursed at the in-service rate of the appropriate bargaining unit member.

4. The IEP conference and regular report card conferences will be the joint responsibility of the regular education and Special Education staff.

I. Joint Special Education Committee (JSEC). The District and the CTU agree to form a Joint Special Education Committee (JSEC). The committee shall consist of five (5) members selected by the CTU, five (5) members selected by administration, and three (3) parents mutually agreed upon by the CTU and administration. The CTU and administration appointments shall include at least one representative from the following categories: regular education and special education.

Its main function shall be to discuss all matters regarding Special Education, including:

1. Review flow-thru expenditures and assist in determining annual funding priorities for flow-thru monies.

The District shall make available a monthly accounting of flow-thru expenditure in Special Education.

2. Review Division of Special Education recommendations regarding programs, policies, and procedures pertaining to Ohio Model Policies & Procedures and Ohio Department of Education State Rules for Special Education.

3. Review strategies that will foster collaboration between regular education and special education personnel for the purpose of improving the educational and support services provided to the school district's students.

4. Recommend the creation of subcommittees to assist with the development of Special Education policies pertaining to the Ohio Department of Education State Standards.

5. Make recommendations to the CEO and CTU President on issues relevant to Special Education.

The JSEC shall meet regularly but not less than once per month. The JSEC will develop its own agenda. The meetings shall be co-chaired by representatives of the Union and the District. The issues of class size and IEP's are recommended to the JSEC.

Computerization of IEP forms and release time for preparing and articulating IEPs shall be remanded to the Joint Special Education Committee. The JSEC will establish a sub-committee to examine the potential computerization of the IEP forms. JSEC will oversee any pilot program relative to computerization.

J. Evaluation and Placement. Students who have been

identified by the classroom teacher as needing additional support services shall be evaluated within sixty (60) calendar days of the initial application given to the Principal by the teacher. Once the child has received the evaluation and placement has been recommended, the placement shall take place within forty-five (45) calendar days of outcome notification, except where the student must be placed outside the District to receive her/his services.

K. Every special education teacher will maintain a separate student roster(s) and determine and record student progress on the Standard Based Report Card (SBRC) reporting system.

**Section 4. Use of Unassigned Time.** Teachers' unassigned periods are to be used for pupil and/or parent conferences, lesson preparation, collegiality or any other relevant instructional effort in the building and may not be assigned by an administrator.

**Section 5. Use of Common Planning Time.** In any building in which common planning time is in lieu of a class assignment for teachers who are part of a contractually recognized team or other negotiated collaboration, the teacher shall use that common planning time for its intended purpose — to plan with other members of his/her team to provide better motivational and/or instructional services to students.

**Section 6. Elementary/K-8 Assignments.** Elementary/K-8 teachers shall not be required to change grade level or school after October 1 for the purpose of enrollment adjustments.

**Section 7. Unassigned Periods for Elementary/K-8 Teachers.**

A. Additional unassigned periods shall be equalized to the maximum extent possible among all teachers in a building. If the additional unassigned periods cannot be completely equalized, the extra unassigned periods shall be rotated.

B. Unassigned periods will be provided through the employment of additional art, music, physical education teachers, media specialists and other ESP teachers.

C. ESP in K-8 Buildings include, but is not limited to art, music physical education, media, and may include other subjects, i.e: Work and Family, foreign language, academic intervention. All elementary teachers shall receive five (5) unassigned periods per week. All K-8 teachers shall receive six (6) unassigned periods per week.

D. Any additional educational aide time assigned to the school shall be provided equitably to teachers with the largest class size in descending numerical order.

E. Elementary art, music, and physical education teachers shall have the option to schedule one (1) day before the official beginning of school to prepare supplies and equipment for use storage. For each day so scheduled, the teacher shall be paid at his/her daily rate. On the first day of school the students arrive, each art, music, and physical education teacher will be ready for instruction. Each such teacher shall also have the option to schedule one (1) day after the official close of the school year for the same reasons and be paid at his/her daily rate.

F. In K-8 schools, each K-8 art, music, and physical education teacher shall have the

option to schedule one (1) day after the official close of school to prepare supplies and equipment for storage and be paid at his/her daily rate. However, in K-8 schools, the day immediately preceding the first day of instruction shall be a room readiness day for all teachers.

G. Media specialists shall use the first and the last week of the school year to prepare supplies and equipment for use and storage.

**Section 8. Secondary Department Schedules.**

A. Department schedules for the following school year shall be completed as soon as possible in the preceding school year. All assignments shall be as equitable as possible in terms of honoring preferences and number of preparations. For any and all changes made after the end of the school year, all teachers affected shall be notified in writing as soon as possible.

B. If drastic changes in the school population require significant changes in a department's scheduling, such changes shall be completed by October 1<sup>st</sup>.

C. Secondary teacher class schedules may be changed on a quarterly basis with permission of the affected teacher.

D. No secondary teacher shall have more than three (3) preparations unless he/she volunteers to take more than three (3).

**Section 9. Grade Level/Subject Preference.** Teachers shall submit their grade level/subject preference for the following year to the Principal on or before April 15, and those preferences shall not be unreasonably refused.

**Section 10. Trade & Industry Program Assignments.**

A. Teachers serving in state approved trade and industry programs will assume the standard assignment for a fulltime teacher which consists of six (6) classes and a homeroom per day plus an equitable portion of the miscellaneous services and activities of the school.

B. Trade and industry teachers will be assigned to any state approved schedule in the area of vocational education. The assignment should include any necessary related subjects.

C. Vocational education teachers assigned to one hundred and fifty (150) minute instructional blocks and whose classroom instructional time inclusive of passing time is increased shall be compensated based upon the following schedule:

<b>Instructional Time in Addition to 290 Minutes</b>	<b>Compensation</b>
0-7.5 minutes	0% of base salary
7.71-22.50 minutes	5.56% of base salary
22.51-37.50 minutes	11.11% of base salary

37.51 minutes and above	16.67% of base salary
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Further, the District and the Union agree that any vocational education teacher who is laid off as a result of the implementation of the new schedule shall be entitled to reimbursement for recertification/relicensure tuition expenses, according to the following schedule, for the purpose of job retraining or expansion of certification/licensure up to a maximum amount of \$2,000.00 for tuition expenses which are incurred during the period of one year from the time a teacher receives a notice of lay-off contingent upon return to employment within the District:

Class/Subject Grade	Reimbursement
A	100%
B	75%
C	50%
D/F	0%

If the course is offered on a pass/fail basis, reimbursement shall be at 100% if the teacher passes.

**Section 11. Teachers Assigned as Special Substitutes.**

A. Every effort shall be made to find a regular substitute for a teacher when a teacher is absent or released from any scheduled class. Regular teachers may become “special substitute teachers” when a substitute is not available.

Special substitute assignments shall be voluntary, except in emergencies as determined by the Principal consistent with the standards set in a written mutual agreement by the UCC and Principal at the beginning of the school year.

B. Special substitute assignments shall be made on an equitable basis whenever possible.

C. Special substitute assignments for secondary and elementary/K-8 schools shall be paid at the special substitute rate as set forth in Appendix A, Miscellaneous Rates of Pay.

D. In the secondary schools teachers may cover classes as special substitute teachers during their unassigned periods with the following guidelines:

1. Each teacher is limited to a maximum of two classes in a school day;
2. When possible, a teacher in the subject area department will cover the class.
3. Classes of absent teachers shall not be assigned to study halls.
4. A substitute will be provided for any absent teacher in study hall. If the normal procedure for

coverage cannot be followed, this will be considered an “emergency” as defined in paragraph (A) of this section.

E. In the elementary and K-8 schools teachers may be assigned consistent with the conditions set forth in Section (E), (1), (2) and (3) below on a period-by-period basis when they are available with unassigned periods. (When this is not practicable, the class may be divided into three (3) groups with one (1) group being assigned to each of three (3) teachers. Each teacher shall then be paid at the special substitute rate as set forth in Appendix A.

1. Teachers of special subjects (including but not limited to reading and math intervention teachers) are not to be removed from their regular assignments to function as substitutes for absent teachers.

2. When an elementary or K-8 class is divided because no substitute is available for an absent teacher, those pupils coming from the absent teacher’s class are not to be assigned to teachers of special subjects unless they are regularly scheduled for such assignment.

3. When a special subject teacher is absent, every effort will be made to find a suitable substitute.

When a suitable substitute is not available, the procedure set forth in “A” above will apply.

### **Section 12. Student Trainees Assigned to Teachers.**

Every effort will be made by the District to encourage colleges and universities sending student teachers into the schools to standardize and improve the honorarium paid to supervising teachers.

Where a teacher has a college student assigned as an observer, participant, or student teacher for a quarter or a semester, the teacher will be paid by the college providing the trainee at the rate established by the college.

The CTU and the District realize the importance of giving college students the opportunity to observe all aspects of urban school situations and programs. It is agreed that such observations and visitations by college students will be distributed equally throughout the Cleveland schools so that such students will be afforded a complete and rounded experience.

### **Section 13. Compensation for Additional Class Assignments, Meetings, and Conferences.**

A. A secondary teacher shall receive compensation at the rate of one-sixth (1/6) of his or her base pay, proportionate to extra instructional time required by block scheduling, for accepting a seventh (7th) (additional for block scheduling)

teaching assignment, until such time as a permanent teacher is assigned, when any of the following occur:

1. The teacher accepts a seventh (7th) teaching assignment for a period of four (4) consecutive weeks or more; or
2. A Principal determines, and has approval of the Regional Superintendent, that a seventh (7th) teaching assignment may be permanent; or
3. A teacher assumes report card grading responsibility for the seventh (7th) teaching assignment.

B. Teachers who volunteer to accept an assigned period beyond the school day as part of their normal work load may be scheduled to arrive at the start of the second period. However, if the assigned period is in excess of the normal scheduled teacher load, the teacher shall report at the regular starting time for teachers, shall assume a full schedule of duties, and shall receive additional compensation for the assigned period. Compensation in such instances shall be at the rate of one-sixth (1/6) of the teacher's annual base contract salary as governed in paragraph "A" above.

C. Whenever conferences or meetings are scheduled by the CEO or his/her staff during working hours, participating teachers shall suffer no loss of pay and a substitute shall be provided.

#### **Section 14. Teacher Release from Class Assignments.**

All activities which require a bargaining unit member's release from any class period shall have prior approval by the appropriate administrator(s). Release for a Cleveland Metropolitan School District sponsored event shall not be unreasonably denied. Examples of administrators' approval which shall be included in this section are the following:

1. Attendance at committee meetings, workshops or professional meetings;
2. Supervision, officiating or coaching at school athletic events; (Release for a Cleveland Metropolitan School District sponsored athletic event shall not be unreasonably denied. The Principal/Administrator shall be informed of the dates and times in which the bargaining unit member is requesting release no less than five (5) working days before the date of the release. The District will determine the release times for athletic events, dependent upon the type of athletic event and whether the event is designated home or away.)
3. Field trips to museums, institutions, concerts, theaters, camping, etc., including out-of-town trips;
4. Participation in contests such as mental mathematics, vocal and instrumental music, science fairs, etc.

#### **Section 15. Staff Development Programs. The**

District shall allow teachers to participate in appropriate staff development programs that it initiates or will offer an equal number of programs to accommodate an equal number of teachers provided there is no substitute cost to the District.

**Section 16. Permanent Vacancies, Open Positions.**

A. By the first day of the second marking period, all open positions authorized within staffing allocations will be filled with contracted teachers who possess appropriate certification/licensure. Established District personnel selection procedures remain in effect.

B. Temporary contracts will be issued to appropriately certificated/licensed individuals assigned to open positions created by extended leaves of absences of greater than four (4) weeks duration.

In cases where an appropriately certificated/licensed teacher is not available, the currently assigned substitute may be permitted to remain in the open position if approved by the Principal, until an appropriately certificated/licensed teacher is available and assigned.

C. Open Positions. No full-time non-classroom position in a school will be staffed with anyone whose certificate/license qualifies them to fill a classroom open position in that school.

**Section 17. Classroom Integrity.**

A. No program or specified remedial action for students involving other certificated/licensed personnel, other than those assigned to the building and programs which have been mutually scheduled with the teacher and designed to take place in the classroom, may occur without the consent of the classroom teacher normally assigned there. If consent is not given, other arrangements must be made for the services to take place. This language shall not be construed to deny any student instructional services to which he/she is entitled.

B. Parents and community members may visit classes provided that District guidelines and the CTU Agreement are followed. The Principal and UCC of each building will develop guidelines by written mutual agreement concerning such classroom visits. Teachers shall have the discretion to limit access when visitation will cause disruption to the educational process.

**Section 18. K-1 Transition Classes.** The Principal in written mutual agreement with the UCC in each elementary/K-8 school may opt to establish at least one K-1 transition class within existing staff allocations. The students selected for this class will be determined by the kindergarten and first

grade teachers and the class size shall be set by the UCC. The K-1 transition class is meant to be a bridge between kindergarten and first grade, as well as a gatekeeper structure to direct children to the appropriate services which best serve their needs. This may include referral to first grade, second grade, SBH, LD and/or other appropriate school programs.

**Section 19. Reading in Content Areas.**

- A. Each certificated/licensed employee in the District is encouraged to develop skills necessary to assist students to improve in reading.
- B. As instructional reading skills in the content areas are acquired, certificated/licensed employees will incorporate them in their instructional plans and delivery.
- C. Graded courses of study will be revised to allow for the infusion of reading skills.
- D. The infusion of reading in the content areas may be assessed based on classroom instructional evaluation procedures.
- E. Each school staff will develop and implement a plan to improve reading.

**Section 20. Parent/Guardian Contact.** The District and the Union agree that contacts with the student's parent/guardian are an important and essential part of a teacher's professional responsibility. Each teacher shall make every good faith effort to utilize telephone calls, home visits or other contacts with the parent/guardian of each student to the extent possible by the end of ADM-1 (Fall Average Daily Membership Reporting Period) week and shall continue these contacts, as necessary, throughout the school year. Other bargaining unit members shall assist. The purpose of the contact with the parent/guardian shall be to establish rapport to address/solve teacher and/or parent/guardian concerns, e.g., potential discipline issues, academic performance, and test results. Parent/guardian contacts should be documented for future reference. Teachers will continue to be available throughout the school year for parent-teacher conferences within their scheduled school day, exclusive of lunch, and arranged in consideration of the teacher's schedule and other commitments.

**Section 21. Looping.** Looping is taking the same class of children two or more years consecutively. Teachers may volunteer to loop, subject to written mutual agreement between the Principal and the UCC.

**Section 22. Internal Review Team.** The Chapter Chairperson, or his/her designee, shall be invited to participate on any internal review team formed to evaluate the functioning of the school.



## **ARTICLE 11**

### **TEACHER NON-INSTRUCTIONAL DUTIES**

#### **Section 1. Equitable Distribution of Extra Duties.**

Assignment to extra duties shall be made equitably among all teaching personnel, including teachers in federally and state funded programs, and assignment in those programs, for those indicating interest, shall be rotated among those interested on a yearly basis.

**Section 2. Reduction of Clerical Duties.** Workshops shall be established for Principals and UCC representatives to mutually explore ways of improving clerical and recordkeeping systems.

**Section 3. Elementary/K-8 Hot Lunch Program.** The Elementary/K-8 Hot Lunch Program is to be conducted in such a manner that it does not require any teacher to supervise its operation.

**Section 4. School Lunch.** The Principal shall be responsible for all functions, procedures and personnel involved in the operation of the cafeteria/lunch room. All lunch duty by certificated/licensed teachers shall be voluntary. By April 15 of the preceding school year, teachers must submit in writing to both the Principal and Chapter Chairperson their willingness to volunteer for lunch duty in-lieu of a teaching assignment the following school year. If sufficient volunteers are not available to meet the needs of the lunch program, the Principal and the Chapter Chairperson shall determine the fairest and most appropriate solution. No teacher shall be involuntarily assigned lunch duty for two consecutive school years.

**Section 5. Development of Breakfast and Lunch Programs.** The Principal and the UCC shall develop procedures in a written mutual agreement for the operation of the breakfast and lunch programs.

**Section 6. Custodial Duties.** No teacher or pupil shall be assigned responsibilities normally performed by the custodial staff. Teachers assigned to schools having a Breakfast, Hot Lunch and/or Bag Lunch Program shall not be responsible for custodial duties related to these programs.

**Section 7. Supervision of Pupils.** No bargaining unit member will be required to transport a pupil in his/her personal vehicle. Secondary teachers shall not be assigned to supervise lavatories.

**Section 8. After School Supervision.** Child Development and Kindergarten students who remain after school because a parent or guardian arrives late shall be the responsibility of the administration.

#### **Section 9. Elementary/K-8 Breakfast Program.**

A. The District will schedule and serve student breakfast

outside of the regular classroom. If space is not available for all of the students, then classrooms may be used for those students who cannot be served outside of the regular classroom.

B. The District will utilize all non-certificated staff and/or parent/community volunteers, if available, to supervise student breakfast. If sufficient staff or volunteers are not available, classroom teachers may supervise student breakfast.

C. Classroom teachers who supervise breakfast will be paid at the in-service rate (based on 1/2 of the in-service rate per day). Payment will be made on or about July 15th following the school year.

D. Classrooms will not be used for breakfast rooms whenever possible.

**Section 10. Report Time.** Beginning with the 2007/08 school year, all bargaining unit members with the exception of paraprofessionals, sign language/educational interpreters, occupational therapy assistants, and physical therapy assistants will arrive ten (10) minutes before the start of the student day. During this time, such bargaining unit members must be in the school building. However, this time may not be assigned by the Principal or other administrator.

## **ARTICLE 12**

### **POSTING OF VACANCIES**

#### **Section 1. Posting Procedure.**

A. Within thirty (30) days of the determination to fill a vacancy, it shall be posted by the administration along with the teaching requirements needed and the salary to be paid. Vacancies will be posted in each building, the CTU office and the Administration Building for the following areas:

- Supervisors
- Assistant Principals
- Department Heads
- New Program Projects
- Special Assignments
- Differential Positions

B. When new programs/projects are initiated in an existing school, the staff in that building shall have the opportunity to apply and be considered for positions. Following initial selection of program/project staff, only vacant positions shall be posted. Each school shall establish a Personnel Selection Committee consisting of the Principal, the CTU Chapter Chairperson, a parent and a staff member from the job classification for the posted position and any other members mutually agreed upon by the Principal and Chapter Chairperson. When openings for bargaining unit positions occur, the Principal and UCC shall, by mutual

written agreement, select the members of the Personnel Selection Committee who will interview candidates for those positions. Interviews will not be delayed due to the unavailability of duly notified members of the Personnel Selection Committee during school recess periods.

In the event the District creates a new program or school, the selection committee will consist of a representative from Human Resources, the CTU President or his/her designee, a parent representative, a certificated/licensed teacher, and a community representative.

If the District and CTU have agreed through written mutual agreement on any material changes/differences, bargaining unit members who apply for option programs or schools agree that acceptance of a position with such a program or school constitutes acknowledgement and acceptance of the policies and working conditions associated with the position, some of which may differ from those set forth in this Agreement.

Based on the two preceding paragraphs, an individual memorandum of understanding, which will include interviews, will be created for each of the schools that are proposed to open in the 2007/08 school year: Female Academy (2), Male Academy (2), STEM (1), Ginn Academy (1) and In-district Elementary Academies and the remaining school years of this Collective Bargaining Agreement. All choice school memoranda of understandings will be reviewed on an annual basis. (See Article 2, Section 12.)

### **Section 2. Application Procedure.**

Teachers may submit a letter of application to their subject supervisors for future vacancies. The administration shall consider these requests along with those received by the actual posting of vacancies in determining the final selection. Subject supervisors shall retain for future consideration, during the year in which submitted, all letters of application received from unsuccessful applicants.

### **Section 3. Equal Opportunity for Desegregation Programs.**

All teachers will be provided with the opportunity to apply for and be considered for positions in any new programs developed for desegregation.

**Section 4. Notification.** After applicants for posted positions have been interviewed by the appropriate administrative and/or supervisory staff members, each applicant will be notified in writing by the administrator or supervisor of the person(s) selected.

### **Section 5. Purchased Learning Programs.**

The District and CTU agree as follows:

1. Vacancies in purchased learning programs first will

be posted and filled with bargaining unit members in accordance with Article 12. However, the District will not remove a certificated/licensed teacher (non-substitute, including those certificated/licensed under R.C. 3319.26) from a regular classroom assignment to fill the new program vacancy if a certificated/licensed teacher (non-substitute, including those certificated/licensed under R.C. 3319.26) is not available to fill the regular classroom assignment which would be left by the teacher assuming the purchased program position. In the event a regular classroom teacher is not available to fill the classroom assignment which would be vacated by a teacher assuming a purchased program position, or if there are insufficient applicants, the purchased program positions may be filled by substitutes.

2. The qualifications and requirements for such positions shall be included in the posting and shall be consistent with this Agreement unless the District and CTU have engaged in bargaining and agree to any material differences/changes. By accepting such appointment, the individual agrees to follow the work day and perform the duties associated with the position in the new program.

### **ARTICLE 13**

#### **BUILDING FACILITIES, SUPPLIES AND FUNDS**

**Section 1. Staff Lunchrooms and Restrooms.** Each school should have adequate lunchrooms and lavatory facilities exclusively for the use of the educational staff. The UCC and the Principal will determine the location of any hot and cold concession machines meant to serve CTU bargaining unit members. Distribution of the profits derived from these machines shall also be decided by the UCC and the Principal.

**Section 2. Duplicating Facilities.**

A. Duplicating facilities shall be made available to teachers in all buildings. Duplicating materials are to be limited to school activities. A typewriter, word processor, or its equivalent shall be made available for each thirty (30) classroom teachers. The location of equipment will be determined by the Principal and the UCC.

B. Each school shall have a functioning photocopier provided by the District, in a location designated by the Principal and the UCC. Teachers will have independent use of the copier for student instructional purposes. The Principal and the UCC will develop guidelines in a written mutual agreement for the use of the copier including the allocation and distribution of paper.

C. The CTU Chapter Chairperson will have reasonable use of the photocopier and appropriate supplies.

**Section 3. Equipment and Supplies.**

A. Additional funds will be allocated to provide greater availability of teaching supplies and equipment to teachers. The additional material is to be distributed in such a manner as to insure an equitable distribution to all schools. Every effort will be made to assure that sufficient supplies can be ordered and will be delivered in time to take care of normal expected usage in the school year.

B. The UCC in each building will assist the administration in preparing and processing the equipment and supply orders for the school which are budgeted and delivered on a calendar year basis as follows:

General Fund and Special Fund Supplies

1. Fall orders — Deliveries to the schools will begin the following January and shall be completed by March 15.
2. Spring orders — Deliveries to the schools will begin as early as possible and shall be completed by October 15.

If the items ordered in the fall or spring are not delivered by those dates specified in (1) and (2) above, the grievance procedure may be used. Items approved from the above budgets and not delivered shall be back ordered. These items shall be delivered as they become available and should not be reordered. If the back-ordered items are not delivered within thirty (30) days after the deadlines as stipulated in (1) and (2) above, the grievance procedure may be used.

C. Newly employed teachers and all teachers who transfer to a new teaching assignment will be provided appropriate supplies and district adopted curriculum materials. If a teacher is transferred into a newly created classroom, appropriate furniture will be provided.

**Section 4. In-Building School Funds.** Receipts and expenditures of all in-building school funds shall be reported to the faculty each month. A copy of receipts and expenditures of all in-building school funds as given in the financial report shall be posted on the faculty bulletin board each month.

Copies of the school budget shall be made available through the UCC to all bargaining unit members. The District will provide to the CTU the statutory funding language for special needs students.

**Section 5. Building Funds for Snow Removal.** Until

such time as the District is able to effect a workable procedure for system-wide snow removal, the following procedure may be practiced: Money available in building funds that is not earmarked for specific projects may be used in paying for snow removal service when agreed upon in a written mutual agreement upon by the Principal and the UCC. Snow removal equipment must conform with specifications as set up by the District.

**Section 6. Temperature.** A teacher shall have the right to change his/her room to an available room or area if the temperature in his/her room is beyond the 60°-90° Fahrenheit limits. The Principal and the UCC shall agree by written mutual agreement to a plan of operation if the stated temperatures occur.

**Section 7. Building/Handicapped Parking.** The Principal and the UCC shall agree by written mutual agreement on all issues related to building parking. In addition, each building shall have at least two (2) handicapped spaces, plus additional spaces as required by state and federal law, reserved for the handicapped in appropriate locations and appropriately marked.

**Section 8. Administrative Issues Committee.** A District-level committee will be formed to discuss building administrative issues such as class supplies. The committee will consist of two (2) elementary and two (2) secondary Principals selected by the District and an equal number of teachers selected by the CTU. The committee will submit its recommendations to the LMC.

**Section 9. Class Supply Allocation.** As part of the building budget, the Principal and the UCC will agree on an equitable allocation for teachers to be used for class supplies. If the Principal and UCC are unable to reach agreement by August 15, the Regional Superintendent will determine the amount of the allocation.

**Section 10. Locks.** The Principal and UCC shall determine by written mutual agreement whether each school's building budget shall include a line item to provide classroom doors with locks that work and to provide teachers with keys to the locks for the rooms they must enter as part of their job responsibilities. The Principal and UCC shall decide by written mutual agreement on the amount of annual expenditures, if any, on such line item. Teachers are permitted to lock their classroom doors if they are not present

and the room is not scheduled to have students under supervision inside.

## **ARTICLE 14**

### **BUILDING SECURITY**

#### **Section 1. Building Security.**

A. Representatives of the CTU, Principals, custodians and the central administration will review on an annual basis the standard operating procedures to guide school personnel on security and emergency matters.

B. After the annual review referred to in subsection A is completed, the procedures shall be reduced to writing and shall be distributed to school personnel and explained at the annual faculty meeting on discipline set forth in Article 15, Section 14, of this agreement.

#### **Section 2. Trespass and Disruptive Conduct**

A. When a situation such as trespassing, disorderly conduct, or assault and battery occurs at a school, the following procedures are to be followed:

1. The Principal should notify the Division of Safety and Security immediately by telephone. A letter with all details, including the names and addresses of witnesses, should be forwarded to the supervisor of the Division as soon as possible for further action. (In serious assault or battery cases, a copy of the letter should be sent to the Director of Pupil Personnel Services).
  2. Principals and teachers are advised to undertake the filing of complaints in Cleveland Metropolitan Court only with the assistance of the Division of Pupil Personnel. The supervisor of the Division will assign a liaison representative upon receiving the letter of referral if court action is deemed appropriate.
  3. Ohio law requires that court affidavits be filed by the affected parties. The Principal will usually file in matters of trespass or disorderly conduct. In the case of assault and battery, the victim will file.
  4. If the matter is brought to trial, the Division representative will be present to assist at the hearing.
- B. Cases involving trespassers under eighteen (18) years

of age should be referred to the Division of Pupil Personnel.

C. Principals faced with a serious problem, threatening the security of school personnel or property, are authorized to call the police department requesting immediate assistance.

D. Trespassing regulations shall be enforced as prescribed in the Board of Education Resolution No. 32827.

*(Appendix B)*. All employees covered by this Agreement should become familiar with this resolution.

**Section 3. Personal Item Safety.** Each CTU bargaining unit member shall have a safe and secure location where personal items can be stored during the school day. The location, rules, and regulations for such storage, and other operational details shall be developed by mutual written agreement between the Principal and the UCC.

**Section 4. Elementary/K-8 Summer Storage.** To the extent space is currently available in a teacher's elementary/K-8 classroom, and not needed for summer school, that teacher shall have the opportunity to secure that space to store personal and instructional materials during the summer.

## **ARTICLE 15**

### **POLICY AND PROCEDURES GOVERNING STUDENT DISCIPLINE AND MISCONDUCT**

**Section 1. Policy.** Effective discipline, observance of law and order, and respect of the rights of others are necessary so that all pupils may attain the highest degree of quality education. Every pupil has the right to learn, and any act by a classmate which interferes with that right will not be tolerated. 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 District.

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 a climate favorable for teaching and learning.

A teacher shall have the right to employ reasonable discipline to maintain a safe environment conducive to learning.

**Section 2. Intraschool Assignment.** At all schools wherein a child whose documented disruptive behavior indicates that an alternate class assignment would be beneficial for the child and the learning environment, a teacher



may by mutual agreement with another teacher arrange for a transfer of the student. The teacher receiving the child may, in turn, identify one child who could also benefit from an alternate setting and that child shall be placed into the first teacher's class. This request will be honored for up to four (4) children per teacher per school year in secondary schools and up to two (2) children per teacher per school year in elementary schools. To be implemented, this arrangement must be in compliance with the Remedial Order and teacher class size limit.

**Section 3. Behavioral History.** Principals will share in writing appropriate information with the Chapter Chairperson and the teacher affected concerning the behavioral history (specifically to include behaviors which involve acts of violence, threats of violence, and weapons) of students. This information may include juvenile court history of students new to the school through a special transfer made for disciplinary reasons or when the child returns to school from juvenile court or any institution outside the home.

**Section 4. Referral to Principal.**

A. A teacher may refer to the Principal or his/her representative for appropriate action a pupil who is causing serious or continuous disruption (*Appendix F*). The teacher shall immediately communicate in writing to the Principal, or his/her representative, the necessary information concerning the problem, unless the student is escorted to the office by an adult employee who provides the Principal or his/her representative with the necessary information. An elementary teacher may recommend in the referral that the pupil be retained by the Administration for one or more periods. A secondary teacher may recommend that the pupil not be returned to the referring teacher's class that day. The recommendation shall not be unreasonably refused.

B. In the event the referred pupil refuses to comply with the teacher's directive to report to the office, the teacher may request the assistance of the Principal or his/her representative or the school security officer. The Principal shall, in all cases, provide timely assistance to requesting teachers in need.

C. When a student is referred to an administrator, appropriate disciplinary action shall be taken. The Principal or his/her representative shall inform the referring teacher of the disposition of the problem. The Discipline Subcommittee of the UCC in each school will make recommendations for mutual implementation of a school discipline program.

D. A teacher or Principal may request a conference with the teacher, Principal, parent and/or counselor (and student where deemed appropriate). After the teacher has demonstrated a good faith effort to contact the parent and resolve any issues, the Principal, upon review, shall honor the request and communicate, in writing, with the parent/guardian of the student in question and establish a conference time convenient to the teacher and to the parent. If a conference cannot be arranged during regular school hours, then upon mutual agreement any conference may be held before or after regular hours provided that (1) the conference commences no sooner than one hour before the school day or no later than one hour after or 4:00 p.m., and ends no later than 5:00 p.m., and (2) the teacher is compensated for the length of the conference at the in-service rate on the basis of one (1) hour pay for each hour and/or portion thereof. If unable to arrange a conference with the parent, then the conference shall be held and the parent shall be notified of the conference outcome. The Principal shall chair the meeting and the group shall clearly define the expectations for the child's behavior and articulate the forms of discipline and/or procedures which will be used if the child's behavior does not meet the identified expectations. The forms of discipline and/or procedures will take into consideration improvements in the child's behavior.

E. Offenses for which teachers may refer students to the office and for which the Principal will retain pupils for the remainder of the class period are: chronic Level I, or Level II, III and IV misbehaviors, Student Handbook, revised annually.

F. Pupils under office discipline may not be used for school services while being detained. A written record of adverse conduct by a pupil shall be secured and maintained by the administrative staff of each building.

**Section 5. Right of Removal.** A committee composed of four representatives appointed by the CTU President and four representatives appointed by the CEO shall meet to plan appropriate training steps for implementation.

Recommendations are due from the committee to the CEO and CTU President by June 30, 2007. The normal referral process in each school remains in place. Additionally, effective with the first day of second semester of the 2000-01 school year, every classroom teacher shall have the Right

of Removal (RoR) to send a student out of that particular instructional period (secondary/departmentalized instructional period) for up to five (5) days or, if self-contained, out of that particular classroom for up to two (2) days, if the student is consistently or flagrantly disruptive or disrespectful.

There will be a simple Right of Removal form agreed to by the CTU and the District supplied to all teachers to be sent with the student, unless the student is escorted to the office by an adult employee who provides the Principal or his/her representative with the necessary information. By the end of the school day the teacher is to send to the Principal the completed Right of Removal Form. This form will also be used for the purpose of collecting data regarding the Right of Removal process and making data driven decisions regarding possible improvements to the process. The initial review of the data of the Right of Removal process will occur no later than February 29, 2008.

Under no circumstances may a teacher have more than three students removed from his/her class at any one time without the permission of the Principal. The right of removal shall not be refused. Teachers will be provided training regarding the appropriate use of the right of removal.

The administration is to ensure the due process rights of the student are honored, but under no circumstances is the student to be returned to that class before the end of the RoR period. In secondary schools, the student shall be sent to the office and the administration shall ensure during that period of the day the student will attend no scheduled class, excluding the Alternative to Suspension Program (ATSP) room, nor be used as an office helper, for the appropriate number of RoR days. In elementary schools, the administration shall ensure the student attends no scheduled classes, excluding the ATSP room, for the duration of the removal period, and is not used as an office helper. When a student is removed from a classroom, the administration shall determine the student's placement for those removed days, be it the ATSP room, suspension to home, counseling services, home tutoring, community service, and/or other consequences. However, if the teacher makes a recommendation concerning the consequences, the recommendation shall not be unreasonably refused.

No teacher shall suffer any reprisal by virtue of appropriately using his/her RoR.

#### **Section 6. Chapter Chairperson Responsibilities Related to Student Discipline.**

Effective with the first day of the second semester of the 2000-01 school year, the Chapter Chairperson may mediate disputes between the administration and individual teachers when student discipline is an issue. The Building

Chairperson shall encourage constructive dialogue between the administration and the teacher when discipline issues seem to be impeding the educational process in the classroom. If the administration believes discipline issues are a concern with the Chapter Chairperson him/herself, the appropriate Regional Superintendent and CTU Third Vice President shall mediate the dispute.

A. No Right of Removal (RoR) decision by a teacher may be cancelled, modified, or in any way changed by any administrative authority, except upon parental appeal to the CEO and the President of the CTU. If the CEO or designee and the President of the CTU or designee agree the RoR was appropriate, it is upheld. If the CEO or designee, and the CTU President or designee agree the RoR was for an inappropriate amount of time, the number of days is therein adjusted by mutual agreement. If the CEO or designee and the CTU President or designee disagree upon the RoR time period, the matter is remanded to the Board of Education which may refuse to hear the appeal or adjudicate the appeal by a two-thirds (2/3) majority vote to uphold or revoke the particular RoR time period. In all cases, the student stays removed unless and until there is agreement between the CEO or designee and the CTU President or designee to shorten the term of removal or the appeal is adjudicated by a two-thirds (2/3) vote of the Board of Education.

B. In any bargaining unit member assault incident, the Chapter Chairperson shall arrange for all necessary forms to be filed in a timely manner, and shall provide transportation and accompany any teacher (both released on school business) testifying in a court of law regarding a student incident at the school.

C. The District may offer all Chapter Chairpersons a voluntary extended contract for the coming school year for the purpose of before-the-school-year inservice and/or a differential to be present each day for a specified amount of time before and/or after school. Such a differential shall be based on daily rate and the District may determine the amount of time before or after school, up to a maximum of one (1) hour before school and one (1) hour after school.

D. In the event the Chapter Chairperson concludes that the Principal is not dealing effectively with student discipline concerns, the Chapter Chairperson may contact the Regional Superintendent. The Regional Superintendent shall meet with the Chapter Chairperson and Principal

within ten (10) working days of such contact to hear the Chapter Chairperson's concerns and attempt to develop a resolution satisfactory to the Chapter Chairperson and Principal.

**Section 7. Written Referrals & Behavioral Remediation.**

A. When deemed proper by the teacher involved, in each written referral to the office it shall be specified as to the nature of the remedial action the teacher feels will best deter the child from further inappropriate behavior. If the behavior of the child was a specified Level I, II, III or IV misbehavior as identified by the current Student Handbook, the Principal or his/her designee should seriously consider application of the teacher's specified remedial action. If the child's behavior in the incident is not adequately defined by the Student Handbook and the Principal indicates the proposed remediation is not appropriate, the Discipline Subcommittee of the UCC may recommend alternative forms of discipline in such cases.

**Section 8. Referral to CEO.** Serious disciplinary problems constituting Levels III or IV misbehaviors (Student Handbook revised annually), should be referred by the Principal to the CEO or designee, who will schedule a conference to be held at the District building, at which the pupil, the parent, and appropriate Board personnel will be in attendance.

**Section 9. Principal's Authority for Suspension and Exclusion.**

A. The Principal may suspend a pupil in cases of a serious nature. Some acts for which suspension may be considered are: Level I repeated or chronic occurrences, Level II, III or IV misbehaviors (Student Handbook revised annually).

B. The Principal may recommend the exclusion of a pupil through the normal referral procedures. Final recommendation for exclusion will be made by the CEO or designee.

**Section 10. Assault and Battery on an Employee.**

A. A serious assault or battery includes (1) an actual threat of serious physical, psychological, or emotional harm to a bargaining unit member; or (2) any deliberate inappropriate touching by a student or object that was under control of a student, that causes serious physical, psychological, or emotional harm; or (3) reckless conduct that causes serious physical, psychological or emotional harm.

B. The procedure to be followed in cases of serious assault or battery on an employee by a pupil in the course of employment is:

- 1. Responsibility of the bargaining unit member:** If a bargaining unit member believes that he or she has been seriously assaulted or battered by a student, the

bargaining unit member shall complete an Incident Report Form and provide a copy to the Principal/Building Leader immediately, if able to do so, or as soon as possible. If the employee is unable to perform his/her duties, the office shall take appropriate steps to cover the employee's instructional responsibilities for the rest of the day and the employee is entitled to the rest of the day on assault leave.

**2. Responsibility of the Principal/Building Leader after receiving a copy of the Incident Report Form:**

- a. When a serious assault or battery is alleged, the Principal/Building Leader shall immediately initiate an investigation utilizing the District's Division of Safety and Security. This investigation shall include obtaining a statement from the student and any witnesses to the incident. Principals/Building Leaders faced with a serious problem, threatening the security of school personnel or property, are authorized to call the Cleveland Police Department, requesting immediate assistance.
- b. The investigation shall be completed within one business day of the time the bargaining unit member submits the Incident Report Form.
- c. Following the investigation, the Principal/Building Leader shall immediately conduct a due process hearing to determine if a serious assault or battery occurred.
- d. If the Principal/Building Leader determines that a serious assault or battery occurred, the Principal/Building Leader shall immediately suspend the student for ten days and notify the student's parents. In addition, the Principal/Building Leader shall submit an Article 15, Section 10, Serious Assault or Battery Form to the Division of Pupil Personnel, Office of Hearings and Appeals, so the student can be assigned to another placement following the conclusion of the suspension. The Serious Assault or Battery Form shall include the definition of assault or battery as defined above. In addition, if the Principal/Building Leader either recommends expulsion or other interventions in addition to the suspension, the Principal/Building Leader shall complete a Student Administrative Intervention Form ("SAIF") and forward the SAIF, along with a copy of the file, to the Division of Pupil Personnel, Office of Hearings and Appeals.
- e. Consistent with the Family Educational Rights and Privacy Act ("FERPA"), the Principal/Building Leader shall provide a copy of his or her findings to the bargaining unit member and the Chapter Chairperson. These findings shall include redacted copies of any written referral to the Division of Pupil Personnel, Office of Hearings and Appeals, the Incident Report Form, all witness statements, any reports or findings from Safety and Security, and the Principal/Building Leader's determination.
- f. If the Principal/Building Leader determines that a serious assault or battery did not occur, the employee may request that the Regional Superintendent or designee review the facts and render a decision. In such case, the Principal/Building Leader shall provide a complete copy of his or her investigation, including any related paperwork, to the Regional Superintendent.

g. If the assailant has left the premises, the police shall be called and notified, and if the employee requests, a staff individual of the assaulted employee's choice with the Principal's approval may accompany the employee to the police station and/or medical assistance.

**3. Responsibility of the Regional Superintendent after receiving a request for review from a bargaining unit member:**

a. The Regional Superintendent shall review all materials provided by the Principal/Building Leader and shall determine whether a serious assault or battery occurred. If the Regional Superintendent determines that a serious assault or battery occurred, the Regional Superintendent shall either follow the procedure outlined in Sections 2(d) and (e) above, or shall direct the Principal/Building Leader to do so. This process shall be completed in no more than two working days from the date the bargaining unit member submitted the Incident Report Form to the Principal/Building Leader, if the student is in an elementary classroom, or five working days from the incident, if the student is in a secondary classroom.

b. If the Regional Superintendent determines that a serious assault or battery did not occur, the bargaining unit member may file a grievance related to the incident, pursuant to Article 15, Section 27. The bargaining unit member shall, upon request, and consistent with the mandates set forth in FERPA, be provided with redacted copies of the Incident Report Form, all witness statements, and any report or findings from Safety and Security and the Principal/Building Leader's determination or Regional Superintendent's determination.

**4. Responsibility of the Division of Pupil Personnel:**

a. If the Division of Pupil Personnel, Office of Hearings and Appeals, receives a copy of the Article 15, Section 10, Serious Assault or Battery Form, it shall make immediate arrangement for the student to be assigned to another placement following the conclusion of the suspension.

b. If an appeal has been filed by the student and/or parent/guardian, the Office of Hearings and Appeals shall review the matter, but the review shall be limited to the determination as to whether the student received due process at the Building Level.

c. If the Division of Pupil Personnel, Office of Hearings and Appeals received a SAIF, it shall conduct a due process hearing, if necessary, and upon review of the facts, a determination will be made for a referral to Juvenile Court and/or disposition by the District.

**5.** Under no circumstances shall a student who has been found to have committed a serious assault or battery on a bargaining unit member be returned to the school either that school year, or any other school year, without the written agreement between the assaulted teacher (if still at the school), the receiving teacher, the Chapter Chairperson and the Principal/Building Leader.

C. If the CTU believes that Article 15, Section 10, has not been followed, the CTU may file a grievance pursuant to Section 28 of this Article.

**Section 11. Menacing.**

A. The procedure to be followed in case of serious menacing of an employee by a pupil in the course of employment are set forth below. For purposes of this section, "Serious Menacing" is defined as the pupil making a threat to the bargaining unit member in the presence of other witnesses of bodily harm, orally or in writing, directed to the bargaining unit member or a member of the bargaining unit member's family.

1. The employee shall make a written complaint to the Cleveland Police with respect to the menacing behavior, with a copy to the school Principal. In addition, the employee shall report the incident immediately to the school office on an incident form.
2. After the steps described in (1) have been completed, if a serious incident of menacing is alleged, the Principal or designee shall investigate the allegation promptly. If the Principal finds that a serious incident of menacing did not take place, the employee may request a Regional Superintendent or designee to review the facts and render a decision.
3. If the Principal determines that serious menacing occurred, then the following steps shall be taken:
  - a. The Principal shall notify the parents.
  - b. If the Principal determines that serious menacing occurred after due process, the student shall be immediately suspended for ten (10) days.
  - c. The Principal shall write a referral of the incident and send same to the Division of Hearings and Appeals and the CTU.
  - d. The Principal shall notify in writing the Union Chapter Chairperson and the affected employee of the incident's disposition.
  - e. The Principal shall send a supplementary referral including behavioral and academic record of the student involved to the Division of Hearings and Appeals.
  - f. The Division of Hearings and Appeals shall conduct a due process hearing within ten (10) days and will, upon review of the facts, determine whether the matter should be referred to the juvenile court.
  - g. Based upon the results of the due process hearing in "f" above, the student who is found to have committed a serious act of menacing shall not be returned to that school for the balance of



that school year.

h. In the event the due process hearing set forth above is not conducted and concluded within ten (10) days, the student shall be transferred to another school or program outside of the home school pending completion of the due process hearing.

B. In instances when a student is to be prosecuted for an assault on an employee, District employees assigned to Juvenile Court shall assist as follows:

1. Explain the legal ramifications of an assault.
2. Apprise victim of the District and legal procedures relative to the Court hearing.
3. Provide information relative to Court location, room number, persons to contact and parking facilities.
4. Provide advice to victim regarding testimony.

**Section 12. Disciplinary Guidelines Committee.**

A. The District and CTU shall establish a Joint Disciplinary Guideline Committee comprised of equal numbers of CTU representatives and administrators. This committee will meet, at a minimum, on a quarterly basis for the purpose of reviewing data that relates to suspensions and expulsions and data that relates to safe and secure schools. They will discuss and research strategies that have the potential for improving district-wide or school specific safety and security. Examples of the type of recommendations that the committee can make are: implementation matters related to student hearings and appeals; specific professional development; modifications to the Student Code of Conduct; and intervention options including option schools. The Disciplinary Guideline Committee will forward all recommendations to the district Labor Management Council.

B. The “Student Handbook: Rights and Responsibilities” will continue to be distributed to all pupils and parents, and shall be used in all schools as a guide. The Student Handbook shall not be changed except by written mutual agreement between the CTU and the District.

**Section 13. Faculty Meetings on Discipline.**

A. Faculty meetings shall be scheduled to acquaint faculty members with individual building and District disciplinary procedures.

B. Principals shall inform the faculty of security guard responsibilities and their relationship to the school staff. Principals shall be responsible for the performance of security guards.

**Section 14. Auditorium Programs for Students.**

Auditorium programs will be conducted in all schools on the opening day of school to focus on student responsibility and discipline and state clearly the rules and regulations of the school and the school system. The Principal shall

conduct and participate in the auditorium program with the planning and presentation to include representatives of the faculty selected by the UCC. Discussion of District policies and state laws and the consequences to be expected for the breaking of these regulations, policies and laws will be the subjects of the program. Elementary/K-8 schools shall have two auditorium programs, one for primary grades and one for upper elementary grades. In secondary schools, a separate auditorium program may be provided for each grade level.

**Section 15. Detention Period.**

A. A school detention period before and/or after school shall be established in each building. The Principal and UCC may agree in a written mutual agreement that the resources devoted to the school detention period may be reallocated to provide an alternative form(s) of discipline.

B. On a school-by-school basis, the Discipline Subcommittee of the UCC and the Principal shall establish the guidelines for the use of detentions and the length, frequency and time of the detention period program. Cooperatively, they shall determine the staffing and monitoring of such a program.

C. The detention period will be staffed by teacher volunteers. If there are more volunteers than available slots, selection will be based on system seniority. The volunteer teachers will be paid pursuant to the in-service rate of the contract if the assignment represents an addition to the regular teacher assignment load. If a detention period as determined on a school-by-school basis is less than a full hour, then compensation shall be for a full hour. Teachers shall not be required to cover or work the detention period.

D. A student who does not attend an assigned detention period shall be assigned two (2) detentions on the next school day on which a detention period is scheduled. If the student fails to attend either of the two detentions, he/she shall be suspended for one (1) day. The second and all subsequent times this pattern of defiance exhibits itself, he/she shall be suspended for three (3) days after due process.

**Section 16. Aggravation Transfer.** Students shall not be transferred from one class to another within a school after ADM-1 week adjustments are made on the first day of the second marking period, unless the teacher(s) involved agree to the transfer, barring unforeseen special circumstances which may prevail; e.g., racial balance, parental concerns, testing recommendations, etc. If unforeseen special circumstances do prevail, the teacher(s) involved will be

informed of such circumstances in writing.

**Section 17. New Home School for Expellees.** In cases where a secondary school student is expelled and it can be shown that his/her return to the home school will create a danger to a bargaining unit member or a severe disruption to the academic process, either the Principal or the CTU Chapter Chairperson may request that the expelled student not be returned to his/her home school during the remainder of his/her years in the District. Such requests shall be heard by a Disciplinary Appeal Panel comprised of the appropriate Regional Superintendent (or his/her designee), the Principal of the school and the Chapter Chairperson of the school. The decision of this Disciplinary Appeal Panel shall be final and binding on the parties to this Agreement.

Parents/legal guardians may appeal this decision through procedures as set forth in the Student Handbook. This provision does not apply to expulsions resulting from a serious assault or battery, which are governed by Article 15.

Any student expelled from school as a result of weapons possession, intentional physical assault against school personnel or a meaningful threat of serious physical harm to school personnel or property will be prohibited from returning to their home school without the written agreement of both the Chapter Chairperson and the Principal. Students expelled for a serious physical assault against another student at school may not be returned to their home school without the written agreement of the Principal, the Chapter Chairperson and school-based student conflict mediators where applicable.

**Section 18. Code of Conduct.**

All district schools are required to consistently enforce the CMSD's Student Code of Conduct. In order to insure consistent enforcement, the school district and CTU will develop examples of offenses and corrective actions for each of the Levels listed in the Student Code of Conduct. There will be ongoing professional development for Principals and Chapter Chairpersons on fair and consistent enforcement of the Student Code of Conduct. Approved discipline intervention strategies are listed in the district's Student Code of Conduct Handbook.

**Section 19. Early Discipline/Intervention K-2 Program.** A joint committee of three CMSD representatives and three CTU representatives will meet to develop early discipline/intervention programs in grades K-2 that will include, but are not limited to, character education and managing anti-social behavior

**Section 20. Discipline Alternatives.** Teachers shall have the right to the emergency removal of students from curricular or extracurricular activities under the teacher's supervision provided that the procedures governing emergency removal as set forth in the Student Handbook are followed.

An emergency removal is the removal of a student from a situation in which that student's presence poses a continuing danger to persons or property, or an ongoing threat of disrupting the academic process in the classroom or elsewhere on the school premises. Emergency removal is not a disciplinary tool and shall not be used as a substitute for suspension.

The Principal and the UCC at each school shall establish written procedures for alternative settings for disruptive students, provided that such procedures do not conflict with the District's Student Handbook.

**Section 21. Mediation Program.** Following the passage of a levy, the District agrees to implement a Mediation Program no later than the beginning of the following school year. The program shall consist of the following:

A. The Principal and UCC at each school shall, by written mutual agreement on or before June 1st of each school year, select one (1) CTU bargaining unit member as a Mediation Counselor.

Each Mediation Counselor will be paid a differential as set forth in Appendix A to deal with mediation matters.

B. The Mediation Counselor shall receive Basic Mediation Training from the Center For Conflict Resolution, or equivalent institution, at District expense, with the goal of becoming a certified Mediation Counselor.

C. Concurrent with the training, each Mediation Counselor shall arrange for mediation training of no less than twenty-five (25) students of his/her choice in his/her school and shall take all steps necessary to initiate and implement a mediation service with the express goal of providing the student population encouragement and direction in the handling of difficult personal matters without resorting to physical force or intimidation.

D. The District and the Union shall set up the Mediation Committee to monitor all mediation efforts in the District, coordinate interschool events and, in general, assist in the development of a comprehensive mediation program which every secondary student in the District has access to and is encouraged to utilize. The committee is further charged with studying and making recommendations to the CTU President and the CEO regarding further program development specifically targeted to the elementary level, possibly employing student mediators. The Union will select three (3) CTU bargaining unit members and the administration will select three (3) District representatives to comprise the Mediation Committee.

**Section 22. Student Involvement with Drugs.** Any

student found after due process to have made, sold or distributed drugs as defined in the Student Handbook shall be expelled for no less than eighty (80) days and shall not return to his/her home school without written mutual agreement between the Principal and the Chapter Chairperson.

**Section 23. Security Guards.** Effective October 1, 2000, the District shall ensure there is at least one (1) armed security guard assigned to each of the District's comprehensive high schools and other schools as identified by the CEO.

**Section 24. Student Reassignment.** If a pupil is repeatedly suspended during a school year, the discipline intervention team and/or the Principal and the Chapter Chairperson may jointly recommend to the CEO or designee that the pupil be transferred to an option school or program appropriate to the child's grade level for the balance of that school year, subject to applicable state and federal law.

**Section 25. Possession of Guns, Knives or Explosives.** Any student determined, after due process, to possess on school grounds guns (firearms), knives as defined by city ordinance 627.10 as illegal or explosives capable of inflicting significant bodily harm or causing property damage, shall be expelled for the maximum duration allowed under law and, absent approval of the building Principal and CTU Chapter Chairperson, shall not be returned to that building.

**Section 26. Stealing/Vandalizing Employee Motor Vehicle.** Any student found after due process to have stolen or attempted to steal or vandalize the motor vehicle of any school employee from a school parking lot shall be expelled for no less than thirty (30) days and shall not return to her/his home school for the balance of that school year without written mutual agreement between the Principal and the Chapter Chairperson.

**Section 27. In-School Alternatives/Suspension Intervention Program.** Every school shall have an In-school Alternatives/Suspension Intervention Program classroom. Residential and alternative education programs shall not qualify for an In-school Alternatives/Suspension Intervention Program classroom. Unless agreed to by CMSD and CTU, school buildings that hold more than one educational program or small-school will receive only one In-school Alternatives/Suspension Intervention Program classroom. Each in-school suspension room will be staffed by an instructional aide (Alternative to Suspension Program-ATSP). A bargaining unit member on the recall list may apply for this position as an instructional aide. If this bargaining unit member is a teacher who is recalled during the school year, the teacher must remain in the instructional aide position, at the instructional aide salary and benefits, for the remainder of the school year. The recalled teacher will retain

her/his position on the recall list. The CTU and CMSD will develop, prior to April 15, 2007, the criteria for student assignment to an in-school suspension room, the instructional content of the program, and the number of times a student can be assigned to the room during one school year. The in-school suspension instructional aide positions will be posted and interviewed. Instructional aides in these positions will be provided with professional development on the program's procedures and instructional content prior to the first day of classes.

**Section 28. Resolution of Grievances Arising under this Article.** Copies of all teacher assault or menacing incident reports shall be forwarded to the President of CTU on a monthly basis by the Office of Safety and Security.

A. A specific purpose panel of seven (7) arbitrators shall be appointed to conduct expedited arbitration hearings of grievances alleging a violation of Article 15. Upon execution of this Agreement, the CTU and the District each shall nominate five potential members of said panel. Individuals nominated by both the CTU and the District shall automatically be included on the panel. The remaining panel members shall be selected through the alternate strike method.

B. Any grievance alleging a violation of Article 15 shall be filed by the CTU with the Director of Labor Relations, who shall have five (5) work days to attempt to resolve same to the satisfaction of the employee, CTU and the Principal. If such a resolution is not achieved, CTU's Director of Grievances and the District's Director of Labor Relations shall jointly contact members of the special purpose panel on a rotating basis. The first such panel member available to hear the grievance and issue a written decision within ten (10) work days of her/his appointment shall be chosen to hear and rule on that grievance.

## **ARTICLE 16**

### **STUDENT GRADING AND STUDENT PROMOTION PROCEDURES**

#### **Section 1. Grade Reports.**

A. Grading procedures will be computerized in all schools. Interim progress reports will be computerized in all schools. All IERP's (Individualized Education Remediation Plan) will be totally computerized and generated by the school system.

B. Teachers shall be notified of the due dates of the Master Time Line for teacher reports and any relevant changes in the Master Time Line as soon as such information is available. Computer forms for grades, interim progress reports and any other report requiring teacher activity will be given to the teacher no less than two (2) full school days before being due. The Principal and the UCC shall

mutually agree to any deviation to the items stated above.

C. No official written reports to parents shall be required except the officially adopted report cards, interim progress reports and other reports as may be required by law.

D. Report cards and interim progress reports shall be entered into the SBRC system for all reporting periods based on schedule developed annually by the district's Division of Research and EMIS.

### **Section 2. Secondary Grade Report Schedule.**

A. There will be four (4) marking periods in the secondary schools. The grading periods and attendance periods will be coterminous, if feasible.

B. Final marks shall be scheduled for collection no earlier than one (1) day before the last day of the semester, provided such grades are subject to change based on the pupil completing or not completing the course requirements.

### **Section 3. Organization for Grade Reporting.**

A. Course content shall be revised for even delivery and accurate student knowledge assessment.

B. Beginning with the 2001-02 school year, grades will be issued each quarter, and credit will be given at the completion of each semester.

During the 2000-01 school year, the District and CTU will establish a committee to address issues related to this grade change.

C. All students shall receive interim progress reports.

### **Section 4. Student Grades and Promotion.**

A. No teacher's grade of a student shall be changed without the written mutual agreement of the teacher and the Principal.

B. If it is an elementary/K-8 teacher's best professional judgment that a child should not be promoted, the child shall not be promoted unless there is written mutual agreement between the teacher and the Principal.

C. Middle students (grades 7 and 8) shall not be promoted if they do not meet minimum grade level requirements unless there are compelling reasons. In such instances the teacher shall be informed of the change and associated reason(s) in writing.

D. A student at the elementary/K-8 level who has not been promoted shall not be assigned to the same instructor the following year without permission of the teacher, unless no other practical alternative placement exists within the school. No student at the secondary level who failed any class shall be assigned to the same instructor the following year without permission of the teacher, unless there is no other practical alternative placement within the school.

E. Students having achieved a passing grade in a class or grade, and having received credit for the class or grade, shall not be scheduled to repeat the class unless both the parent(s)/guardian of the student in the student's home, or the

student him/herself if eighteen (18) years old or older, and the teacher all agree it is educationally sound to do so.

F. If a grade is assigned by a home tutor or any other person besides the classroom teacher to whom the student is assigned, such grade assignment shall be noted as not having come from the classroom teacher, and such note shall be recorded by the administration on the report card and in the student's permanent record card.

**Section 5. Interim Progress Reports.**

A. One interim progress report will be sent to the parents each grading period. Such interim progress reports are required for all students.

B. An interim progress report shall be sent at the midpoint of each grading period. Interim progress reports should be sent prior to the end of the eighth (8th) week of the fourth (4th) marking period.

C. In accordance with sound educational practice, the final grade received by a student for a marking period is determined by the student's work over the course of the full marking period. A satisfactory interim progress report is a "snapshot in time," and not a guarantee of a passing final grade.

**Section 6. Transfer of Overage Students.** Transfer of overage pupils will be consistent with current District policy and regulations. However, any questions concerning changes in this policy will be referred to a joint committee.

**Section 7. Information Concerning Reading Scores.**

Whenever reading scores are published, the District will provide full and correct interpretations of the scores.

**Section 8. Grade Books.**

A. Grade books purchased by the teacher are the property of the teacher. The information contained in any grade book or any other method of grade data storage employed by the teacher (including but not limited to computer storage) is the property of the District and represents a confidential assessment of student performance to be shared with a Principal or higher level administrator of the District, other District professionals responsible for the instruction of the student, and the parent/guardian only. Regardless of the method the teacher chooses to employ to maintain his/her grades, grades as reflected in the grade book shall be available to be shared by the teacher with the Principal and other District professionals responsible for the student's education, including the parent/guardian. Teachers will complete and submit to Principals report cards or grade scan sheets at the close of each marking period. No other group with the



exception of law enforcement agencies has any right to receive information from a grade book. A teacher may choose to voluntarily cooperate with any other such request based upon current District policy.

B. If grade books are collected at the end of the school year, teachers shall have reasonable access to a copier to make a copy of the grade book. If the grade book belongs to the District, the teacher shall retain the copy. If the grade book or other method, including computer storage, belongs to the teacher, the teacher shall make a copy of the grades which shall be retained by the District. The District shall provide computer disks for copying grade information to teachers who elect to store grades electronically. The grade book or copy of the information in the grade book or data storage system retained by the District shall be available to the teacher in the next school year.

C. A student or his/her designee has no right to any grade book information except that which directly relates to him/her.

## **ARTICLE 17**

### **SYSTEM SENIORITY**

**Section 1. Definition.** System seniority shall be defined as the number of years of consecutive employment as a teacher in the District, unless otherwise specified.

**Section 2. Computation of Seniority.** In computing seniority, the following shall be adhered to:

A. Military service in a time of national emergency, or call to active duty in the armed services, shall be credited as full time in determining seniority when teaching service is interrupted.

B. In the event of a leave of absence for professional growth, the teacher will be credited for the period of time involved.

C. In the event of parental leave or any other leave of absence, the teacher shall retain the seniority acquired at the time of taking leave and shall begin with that seniority upon return to teaching.

D. Teachers who resign their positions and are later reemployed shall lose that seniority acquired before resignation unless he or she is re-employed in a school year consecutive to that of the resignation.

E. An employee working for the District is earning seniority credit with the District regardless of the source of the funds for all or part of his or her compensation.

**Section 3. Application.** System seniority shall apply as specified in the Agreement.

**Section 4. Seniority Tie-Breaker.** Where, after applying the above procedures, two teachers share identical seniority positions because of the same effective date of employment, the following tie-breakers will be utilized in the following order:

1. Effective date of initial (non-break-in-service) regular teaching contract (non-substitute, non-supplementary);
2. Length of prior District service in regular teaching position where the break-in-service is for a period of two calendar years or less;
3. The date of commencement of last continuous service as a substitute teacher where 120 days or more have been served in the school year immediately preceding commencement of current regular teaching service;
4. Date application for employment for current regular teaching service was received in Human Resources;
5. Length of prior District service in regular teaching position where the break-in-service is for a period of more than two (2) calendar years;
6. The date of commencement of last continuous service as a substitute teacher where less than 120 days have been served in the school year immediately preceding commencement of current regular teaching service;
7. Random blind draw conducted by representatives of the CTU and the District

## **ARTICLE 18**

### **TEACHER TRANSFER POLICIES AND PROCEDURES**

Teacher, as used in this Article, shall mean certificated teaching personnel under continuing or limited contract on the teacher's salary schedule in the District.

#### **Section 1. Necessary Transfers.**

A. Defined. Necessary transfers are transfers initiated by the administration after notice and discussion with the Union because of:

1. Enrollment changes;
2. Opening or closing positions or programs;
3. Staffing new buildings;
4. Compliance with court-ordered desegregation.

#### B. Necessary Transfer Procedure.

1. When a transfer is necessary, the teacher shall be consulted and then notified in writing no less than five (5) working days before the effective date of the transfer. If the teacher makes a written request to return to his/her previous worksite, he/she shall have the first right to return during the year of the original transfer or the following year, if the conditions

which caused the transfer change enough to warrant a return.

2. The responsibility for assignment of teachers rests with the CEO. Necessary transfers shall have precedence over all other requests.

3. Persons identified to be transferred for the purpose of desegregation shall be given evidence in writing as to why and how they were chosen under the court order. Written notification of said transfer will be made before the actual transfer is implemented, unless court mandates or conditions beyond the control of the District and administration dictate the transfer be made prior to written notification. If the person to be transferred can produce evidence that the reasons given for the transfer are invalid, a grievance may be filed.

4. There shall be no necessary transfers due to enrollment after October 1<sup>st</sup> except in cases where there are new programs which begin during the school year or positions which cannot be filled by posting procedures. In such cases, there shall be at least thirty (30) working days notice and consultation.

5. A conference will be held wherein the teachers will select in order of seniority from available positions. Human Resources will extend all due courtesy to the teacher and make every effort to accommodate his/her requests.

6. Teachers transferred for purpose of staff integration will have available to them a workshop on Intergroup Relations.

7. In the case of necessary transfers, teachers affected may request the District to haul job-related materials from the old worksite to the new worksite.

C. Determining Seniority for Necessary Transfers. Seniority in necessary transfers of teachers shall be determined by system seniority only, using the tie-breaker system listed under Article 17, Section 4, if necessary.

Substitute teachers who are assigned as full-time teachers shall earn system seniority on the basis of one (1) year credit for each one hundred and twenty (120) days of service within a school year.

D. Application of the Seniority System in Necessary Transfers.

1. Secondary schools (middle and high schools) will apply the seniority system in necessary transfers on a departmental basis.

2. Elementary schools and K-8 schools will apply the seniority system in necessary transfers on a school basis, except in

Kindergarten, Child Development, Special Education and the Special Subject (ESP) Areas. In Kindergarten, Child Development, and Special Education, the seniority system in necessary transfers will be applied on a departmental basis. In an effort to offer a variety of educational opportunities, in the Special Subject (ESP) areas, the seniority system in necessary transfers will be applied by certification/licensure. Refer to Article 10 Section 1 (P)(2)(h).

- a. Seniority of teachers in the schools involved shall take precedence in assignment.
- b. The CTU will meet with the central office administration to determine specific procedures in the reassignment of staff. The procedures shall include meetings of involved faculties to explain the transfer procedures.

E. Exemptions to Necessary Transfers. The following will be exempt from necessary transfers:

1. The CTU Chapter Chairperson;
2. Two (2) secondary school teachers identified by position only determined by the Principal of each secondary school after notice and consultation with the building's UCC. In schools with more than 600 students and less than 900 students, three (3) teachers identified by position only may be selected, and in schools with more than 900 students, four (4) teachers identified by position only may be selected. Such selection shall be made from the following list in a written mutual agreement by the first of March or there shall be no exemptions for the following school year except that of the CTU

Chapter Chairperson:

- a. One or more head coaches in any sport in Senior High;
- b. Department Heads;
- c. Athletic Director in Senior High;
- d. Dramatics Director in Senior High;
- e. Newspaper Advisor in Senior High;
- f. Student Council Advisor in Senior High;
- g. Any special exemption agreed to by written mutual agreement of the Principal and the UCC. If agreement on such a special exemption cannot be reached, there will be no such special exemption.

F. If a person is transferred, then effective on the first day of the second grading period, this person carries

with him/her all system seniority accumulated to that time.

**Section 2. Transfer & Death Benefits.** The District will set aside \$25,000 as a pool of money each school year to fund substitutes for teachers involuntarily transferred after the start of the school year. Up to the limits of the funding, each teacher involuntarily transferred:

1. shall receive one (1) day (with no pupils) to pack up in their old assignment, and
2. shall receive one (1) day (with no pupils) in the new building in order to become organized.

If there are any funds left at the end of the school year from this pool of money, the beneficiaries of employees who have died the previous year and had accumulated sick days are entitled to severance pay as if they had retired. If insufficient funds remain to fully pay each beneficiary, each shall share a proportionate amount based on the relative sizes of the severance pay.

**Section 3. Special Transfers.**

A. Special transfers are transfers requested by either teachers or administrators for the purpose of promoting the best interest of the District.

B. Special transfers shall be effected only after a conference among the teacher, the Principal, the Regional Superintendent, the President of the CTU or his/her designee.

**Section 4. Voluntary Transfers.**

A. Voluntary transfers are transfers initiated at the request of the teacher for reason of:

1. Health;
2. Professional adjustment;
3. Opportunity for broadening experience;
4. Personal reasons.

B. Teachers will be afforded the opportunity to indicate their willingness to accept a transfer for the purpose of desegregation. These teachers will be transferred before any other teachers are reassigned, insofar as the transfers meet the specifications of the court order.

C. A request for voluntary transfer shall be made in writing, to the appropriate supervisor or organization, on a form provided by Human Resources. Voluntary transfers shall be requested by April 1 of the school year, unless unusual conditions present themselves. The Principal shall be informed concerning the request for transfer by the personnel supervisor. Request for transfer may be withdrawn upon written notification by July 1. All requests for transfers expire at the

conclusion of the following semester of the ensuing school year. Refiling of expired requests will be necessary if further consideration is desired.

D. Each month from April 1 through November 1, a list of anticipated open positions shall be sent to each building, to the CTU office and shall be posted outside Human Resources. This list shall show the positions and buildings wherein vacancies exist. A teacher desiring a transfer to such a position shall apply in writing for an interview with the Principal of said building. An interview will be held. Any positions not filled, for the ensuing school year, will be filled by Human Resources.

**Section 5. Procedural Protections.**

A. The District agrees to implement the following procedure when it becomes necessary to reassign an employee pending an investigation of alleged misconduct.

1. Such reassignment shall occur only in emergency circumstances in which the best interests of the District, teacher, or student would be served. Emergency removal and reassignment of a bargaining unit member is warranted when circumstances are such the member is in clear and imminent danger or the District believes s/he poses a clear and imminent danger to others. The appropriate Regional Superintendent (only) or the CEO (only) shall authorize such an emergency removal. If the member or the CTU believes that the emergency removal was not necessary, the CTU may submit a grievance alleging the emergency removal was unjustified and/or inappropriate, and the issue to be decided by expedited arbitration if the grievance is not sustained by the District;
2. Such reassignment shall be authorized by the Regional Superintendent;
3. Before such reassignment occurs, the employee shall meet with the Principal, be informed of the specific allegations being investigated, and have the opportunity to respond to the allegations. If the Principal finds sufficient cause, the Regional Superintendent shall be informed and reassignment shall be requested. Before the end of the next school day, the Principal shall submit a written notice of the alleged charges to the employee;
4. The appropriate Regional Superintendent or other mutually agreed upon hearing officer shall convene a fact-finding hearing within five (5) school

days after the employee has been reassigned. Employees shall be entitled to due process protections during the fact finding proceedings, which at a minimum shall include:

- a. Written notice of the charges;
- b. The right to request Union representation;
- c. A copy of all evidence in the District's possession related to the charges;
- d. A meaningful opportunity to respond to charges, which may include the presentation of other evidence;

If a fact-finding hearing is not conducted within five (5) school days, then the Regional Superintendent or other mutually agreed upon hearing officer shall: (i) return the employee to his/her assignment and continue the investigation; (ii) request an extension under paragraph 7 below; or (iii) drop all charges. That Regional Superintendent or other mutually agreed upon hearing officer shall submit a written recommendation to Human Resources within ten (10) school days after the fact-finding hearing concludes or the charges will be dropped;

5. After receiving a recommendation from the Regional Superintendent to initiate disciplinary action, the responsible administrator within Human Resources shall conduct a disciplinary hearing within five (5) school days;

6. Human Resources shall submit a written recommendation regarding appropriate discipline within ten (10) school days after the disciplinary hearing has concluded, assuming there has been a finding of guilt on the part of the employee involved;

7. The timelines delineated above may be extended by written mutual agreement of the parties.

B. If the alleged misconduct also is the subject of a criminal investigation, then the proceedings described above shall be held in abeyance after the Regional Superintendent submits his/her recommendation. The employee shall remain on reassignment until all criminal proceedings have been concluded, at which time the procedures described above shall be re-instituted.

C. The parties agree that any reassignment of a regular employee with pay pending an investigation of alleged misconduct does not constitute disciplinary action against that employee.

D. The parties agree that the responsibility for requesting CTU representation under the circumstances described in

Article 2, Section 1, of the CTU/District Collective Bargaining Agreement rests exclusively with the employee, and failure of the employee to request CTU representation shall constitute a waiver of such rights. The District shall not deny a request for CTU representation when requested.

E. The arbitration award in CTU's grievance filed with the American Arbitration Association and docketed as Case No. 53 390 00393 92 shall be treated as null and void to the extent that such award is inconsistent with this language.

**Section 6. Professional Conduct.**

A. The District shall have the right to suspend, discipline, demote or discharge for just cause, under arbitral law.

B. The purpose of discipline is to improve the work performance and conduct of the employee affected. As a result, the District acknowledges its commitment to practice progressive discipline whenever appropriate.

C. Prior to any recommendation regarding discipline, the District will conduct a thorough investigation which shall include a fact-finding hearing. The employee shall meet with the immediate Supervisor, be informed of the specific allegations being investigated, and have the opportunity to respond to the allegations. Employees shall have the right to request union representation. Fact-finding hearings involving employees who have been reassigned will be governed by Article 18, Section 4, Procedural Protections. For employees who have not been reassigned, fact-finding hearings will be conducted by the immediate Supervisor at the employee's worksite. Employees will be afforded due process in all fact-finding proceedings, which at a minimum shall include:

1. Notice of the specific allegations being investigated;
2. The right to request Union representation;
3. A copy of all evidence in the District's possession related to the allegations;
4. A meaningful opportunity to respond to allegations , which may include the presentation of other evidence;
5. A written decision with rationale from the fact finder within ten (10) working days.

D. Written reprimands will be considered a form of discipline, and are governed by Article 7, Complaints and Files.

E. Prior to any recommendation for discipline which may result in a demotion, suspension, or termination, an employee shall be entitled to a pre-disciplinary hearing. Employees shall be entitled to due process protections during the pre-disciplinary process, which at a minimum shall include:

1. Written notice of the charges at least five (5) working



days prior to the scheduled pre-disciplinary hearing;

2. The right to request Union representation;

3. A copy of all evidence in the District's possession related to the charges;

4. A meaningful opportunity to respond to charges, which may include the presentation of other evidence;

5. A written decision with rationale from the hearing officer within ten (10) working days of the pre-disciplinary hearing.

F. An employee may appeal discipline issued by the District through the grievance procedure.

G. All disciplinary hearings shall be conducted in a private and professional manner.

H. Only those individuals having directly witnessed an alleged event which is the subject of a disciplinary hearing – the CTU bargaining unit member and his/her CTU representative, the Principal and the administrator conducting the hearing (if different from the Principal) – shall be present in disciplinary hearings involving CTU bargaining unit members. The sole exception shall be when it is agreed by the CTU bargaining unit member and the administrator conducting the hearing that the parent(s)/guardian of an involved student should also be present.

I. Article 18, Section 5 shall not supersede Article 20, Section 1(C) and Section 2(B-C) regarding absence and tardiness/early departure abuse.

**Section 7. Consent Decree.** The District is bound by the Consent Decree entered in *Reed v. Rhodes*. For the purposes of this Agreement and notwithstanding any of the provisions of this Agreement, the parties agree to utilize the procedure for intervention and Reconstitution entitled "Schools Requiring Intervention." (*Appendix G.*)

## **ARTICLE 19**

### **LAY-OFFS AND RECALLS**

**Section 1. Lay-off Guidelines.** No employees shall be laid off until after all normal attrition has been effectuated. When lay-offs become necessary, including reduction of staff for the reasons set forth in R.C. 3319.17, the following procedures will be followed:

A. The District will provide certificated/licensed District personnel with thirty (30) school days' notice of lay-off; provided, however, that an employee must be available for work for those thirty (30) days (including on a substitute basis) to be eligible for their regular pay during that period.

B. Teaching personnel will be laid-off in the following

order:

1. Temporary and/or substitute teachers.
2. Limited contract teachers.
3. Continuing contract teachers.

C. Limited or continuing contract teachers who are laid-off shall be laid-off in inverse order of system seniority in the teaching areas affected according to each teacher's certification/licensure at the time of the proposed lay-offs. If a teacher in the area affected holds alternative certification/licensure, he/she may choose to transfer to a position using the alternative certification/licensure but may not utilize the certification/licensure in the area he/she would have been laid-off in until he/she would have been eligible to be rehired from the recall list.

D. Where, after applying the above procedures, two teachers share identical seniority positions because of the same effective date of employment, the tie-breaking procedure set forth in Article 17, Section 4, Seniority Tie-Breaker will be used.

### **Section 2. Recall Guidelines.**

A. The District shall provide the Union with a recall list for employees represented by the Union for each job category in which lay-offs have occurred. Additions to those recall lists shall be sent in writing to the Union as soon as the employees are laid-off. A complete updated list shall be provided to the Union on at least a quarterly basis.

B. Employees who are laid-off shall be placed on a recall list for all teaching areas for which they hold certification/licensure at the time of lay-off. Teachers who acquire additional certification/licensure after lay-off also shall be placed on the recall list for those teaching areas. Each recall list will rank employees in accord with their continuing or limited contract status seniority.

An employee shall remain on a recall list for five years after the lay-off. A bargaining unit member on the recall list shall be responsible for notifying Human Resources of a change of home address and phone number. Failure to do so constitutes a waiver of recall.

C. When a vacancy occurs in a teaching area, it shall be filled by the most senior employee with continuing contract status on that recall list, and if there are no employees with continuing contract status, then by the most senior employee with limited contract status.

D. An employee who is offered such a vacancy, in writing, and refuses to accept that position shall be removed from the recall list, except as provided in Section E below. The District will not fill any position with a new hire while a recall list for that teaching area is in effect except as provided in Section E below. All day-to-day substitute or temporary employees shall be hired from the recall list for the teaching area in

which employees are needed, if such a recall list exists. However, the employees who wish to be on the day-to-day substitute or temporary help list must inform the District of that in writing at the time their lay-off becomes effective. The District will offer each employee the appropriate request form to be placed on that list prior to the last day of work of that laid-off employee. Laid-off employees shall be offered such a request form.

E. However, any employee who is recalled after July 10<sup>th</sup> of the upcoming school year shall have the option to refuse the recall if he or she has the documentation showing that he/she has already entered into a contract with another school district for that school year and has further documentation that he/she can not be released. The employee will remain on the recall list in the order of system seniority. An employee may refuse recall under this circumstance for one-time only. An employee who refuses to accept a second opportunity for recall, provided the recall is not in the same school year as the first refusal, shall be removed from the recall list .

F. When a vacancy occurs in an area which requires no specific certification/licensure, it shall be posted, and the individuals on the lay-off list may apply for consideration. Until everyone on the lay-off list has had an opportunity for consideration, the District will not go outside the lay-off list to fill these positions

G. Individuals shall not be required to accept positions outside their specific area of certification/licensure. Individuals who are laid-off and who subsequently accept positions in areas which require no specific certification/licensure, as in "F" above, retain their place on the lay-off list in their area of certification/licensure and the right to return to an assignment in their area of certification/licensure when a vacancy occurs.

**Section 3. Insurance or Health Plan Coverage While on Lay-off.** During the period an employee is on the recall list, that employee may continue his/her insurance, or health plan coverage, by payment of the appropriate premiums in a manner specified by the District.

**Section 4. Classification Switch.** Any qualified certificated/licensed employee who is laid-off, desires to be considered for a vacant classified position, makes that desire known in writing to the Division of Classified Personnel, and applies through the job posting or Civil Service process shall be seriously considered for a classified job opening within the restrictions of the agreements between the District and other bargaining unit locals, and following other applicable Civil Service rules.

## **ARTICLE 20**

### **ATTENDANCE POLICY**

#### **Section 1. Attendance Regulations.**

A. Absence Reporting. The Principal and the UCC shall by written mutual agreement agree to any changes in current reporting practices. Supervisors must inform employees of the absence reporting practices in writing, including where, when, and whom to call when reporting an absence. Employees must report all absences prior to the start of their work time, or as soon thereafter as possible. If an employee fails to report his/her absence, the employee will be considered absent without leave until a reasonable explanation is subsequently provided.

B. Attendance Recordkeeping. All absences must be reported accurately by the employee on the District's Employee Absence Report Form. (*Appendix F*) The date of the absence and reason(s) must be recorded by school office personnel on the Employees Time Record Form.

C. Absenteeism Abuse.

1. Definition of Absence Abuse.

- a. Abuse of sick leave is the use of sick leave for reasons not permitted by law.
- b. Pattern absence may be an abuse of absence privileges. Pattern absence will be defined as those absences which occur with repetition.

2. Implementation of the Absence Abuse Program. If abuse is suspected and documented, the supervisor will take the following steps:

**STEP ONE**

- a. The employee suspected of abusing sick leave will be informed of his/her alleged abuse. An opportunity for explanation by the employee shall be provided and the employee shall be afforded due process. After due process is afforded, if a reasonable explanation is provided, the matter will be considered resolved. If a reasonable explanation is not provided, the employee shall be informed that if the absence abuse persists, disciplinary measures may be taken.
- b. At this step, the supervisor will inquire of the employee whether there is/are specific problem(s) which may be the reason(s) for the employee's absences. If circumstances exist which make the employee reluctant to provide an explanation to his/her immediate supervisor, the employee may request that the matter be transferred to the respective supervisor at the next higher level.
- c. A letter summarizing the conferences and its conclusion(s) will be presented to the employee

within three (3) working days after the conference has been held.

d. If a reasonable explanation to the concerns has not been provided, a copy of the letter summarizing the conference and warning the employee will be sent to the appropriate personnel office after the employee acknowledges receipt of the letter by signing the copy at the appropriate space on the copy which shall state that the employee's signature signifies only the receipt of the letter and not necessarily agreement with the contents. If the employee refuses to acknowledge receipt by signature, the supervisor will so indicate on the letter and secure the signature of a witness who will certify that the employee received the letter and refused to acknowledge receipt by signature.

#### **STEP TWO**

After having received a letter of warning described above, the next suspected absence abuse will be handled in the manner set forth above. If a reasonable explanation is not provided, the employee will be given a second letter of warning which shall inform the employee that the conduct constitutes continued absence abuse. The procedures set forth above concerning presentment, acknowledgment and transmittal of a copy to the appropriate personnel office will be followed.

#### **STEP THREE**

If continued absence abuse is suspected, the supervisor will request the employee to attend a pre-disciplinary hearing. At the hearing, the supervisor will inform the employee of his/her alleged continued pattern of abuse. The employee will be given an opportunity to present his/her reasons for the absences in question.

If after the hearing, the pattern of absence is without reasonable explanation the supervisor will inform the employee that he/she is being recommended for a three (3) day suspension without pay.

The employee will also be warned that future unexcused absences may result in recommendations for termination. The letters of warning and suspension will become part of the employee's file and will follow the letter-filing procedure above. Occurrences of absence abuse shall not be considered

for purposes of this regulation after thirty-six (36) calendar months.

#### **STEP FOUR**

If an employee continues to demonstrate absence abuse despite written warnings and suspension, dismissal will be considered. A recommendation for such action by the Principal/administrative head of the department for a pre-termination hearing for the employee will be made to the Executive Director of Human Resources. If the Executive Director of Human Resources, concurs with the recommendation he/she will forward the recommendation to the District's hearing officer. The District's hearing officer will schedule a pretermination hearing and advise all parties of the date, time and place of the hearing. Based on information presented at the hearing, the hearing officer will make recommendations to the Executive Director of Human Resources. The Executive Director of Human Resources will advise the Principal/administrative head of the department of appropriate next steps in accordance with the Ohio Revised Code, and the Agreement. The Executive Director of Human Resources will process appropriate paperwork if the decision is made to terminate the employee.

3. Form letters used in Step Two and Step Three of the Absence Abuse Program may be modified to require a physician's statement at Step Two, and a physical examination at Step Three. Said modification of forms (including those in Appendix F in the contract) will be mutually agreeable to both the Union and the District.

### **Section 2. Tardiness/Early Departure Abuse.**

A. Tardiness/Early Departure Record Keeping. The Principal and the UCC shall by written mutual agreement agree to any changes in current reporting practices. Supervisors must have a written procedure informing employees where, when and whom to call to report tardiness. Each employee who anticipates being tardy must inform his/her supervisor by telephone as early as possible.

B. Tardiness/Early Departure Abuse.

1. Tardiness abuse may exist if an employee repeatedly is late without reasonable excuse so that the tardiness recognizably interferes with the employee's performance of assigned duties or disrupts the performance of other employees' duties.

2. Early departure abuse exists when an employee leaves work before the end of the prescribed work day without administrative approval. In an emergency situation, an employee may leave work without administrative approval. If a teacher leaves work early without approval of the supervisor in an emergency situation, it is the teacher's responsibility to insure his/her classes are properly supervised. However, the supervisor will be required to approve/disapprove the early departure upon the return of the employee to work. It is the employee's responsibility to make every effort to contact his/her supervisor to inform him/her of an early departure.

C. Implementation of Tardiness/Early Departure Abuse Discipline. Once tardiness abuse or early departure abuse has been suspected and documented, the supervisor will follow the procedures set forth concerning absence abuse.

## **ARTICLE 21**

### **LEAVES OF ABSENCE**

#### **Section 1. Sick Leave.**

A. Employees are allowed sick leave with pay on the basis of their accumulated sick leave. (*Appendix F.*)

B. Each eligible employee shall have eighteen (18) sick leave days, fifteen (15) of which shall be accumulated at a rate of .75 days per pay period for twenty (20) pay periods or at a prorated accumulation rate based on a percentage of employment. The accrual of these fifteen (15) sick leave days shall begin at the first pay period in which payment for ten (10) actual work days are paid. Up to three (3) sick days, on a prorated basis, shall be eligible for use as unrestricted special privilege leave days using the guidelines set forth below. The receipt by all eligible employees of these three (3) days of special privilege leave shall be on July 1 prior to the start of the ensuing school year.

C. Employees may request the fractional use of sick leave if they are late or must leave early due to illness or medical appointments. Sick leave shall be charged at the rate of .125 days per school period of absence.

D. Employees may accumulate an unlimited number of sick leave days. (See Article 27, Retirement & Severance Pay, concerning payment for accumulated sick leave as severance pay.)

E. An employee who has exhausted his/her sick leave or a new teacher may be advanced up to five (5) days sick leave within the current school year. This advance sick leave must be earned during the remainder of the year. Unearned sick leave charged to an employee will, at the end of the contract year, result in loss of pay for the days unearned.

F. The District will establish a sick leave bank. All employees may donate sick days. A review board comprised of six (6) representatives named by the Union and six (6) representatives named by the District will be formed. This review board will develop the guidelines for loan distribution. Sick day donations shall be governed by the “Guidelines for Donating Sick Leave.” (*Appendix N*) The donation must be reviewed by the Principal and then approved by Employee Services and the Payroll Department.

G. In accordance with Ohio law, the District shall require all personnel to furnish a written, signed statement on forms prescribed by the District to justify the use of sick leave. (*Appendix F*).

H. Sick leave for night and summer school employees will be allowed from each employee’s accumulated sick leave earned during the regular school year. An employee reporting sick on a regular day assignment will be paid for the night assignment, but a proportionate amount of a day’s sick leave will be calculated by the Chief Financial Officer and deducted from his/her accumulated sick leave in addition to the deduction from his/her accumulated sick leave for his/her day absence. An employee reporting sick on a summer school assignment may use his/her accumulated sick leave, but will have a proportionate amount of a day’s sick leave deducted from his/her accumulated sick leave in a manner to be calculated by the Chief Financial Officer. Teachers shall apply for summer school or night school with the expectation of being present every day for instruction. Teachers absent more than two (2) consecutive days from summer school shall provide, upon request, medical verification or other documentation as necessary to validate the absence. If no such documentation is provided within seven calendar days of the commencement of the absence, the employee may be disciplined.

I. Employees may use sick leave, upon approval of the responsible administrative officer of the employing unit, for absence due to personal illness, pregnancy, injury, exposure to contagious diseases which could be communicated to other employees, and to illness, injury or death in the employee’s immediate family – Ohio Revised Code – Section 124.38.

**Section 2. Leave of Absence for Extended Illness.**

A. Employees requesting a leave of absence due to extended illness will use the Leave of Absence Form found in Appendix F.

B. In both personal and family illness, the employee, upon returning from the leave of absence, has a priority to



return to the original assignment or a mutually agreed upon assignment.

**Section 3. Leave of Absence for Professional Study and Military Leave.** Employees requesting a leave of absence for professional study or military service will use the Leave of Absence Form found in Appendix F.

**Section 4. Sabbatical Leave.**

A. Eligibility Requirements.

1. The employee must have seven (7) years of continuous teaching service in the District.
2. The employee must be on a continuing contract.

B. Seniority shall govern, consistent with satisfactory District teaching service.

C. Employees requesting a sabbatical leave will request a Sabbatical Leave Form (*Appendix F*) from Human Resources at the Administration Building.

**Section 5. Special Privilege Leave.**

A. Consideration will be given to written requests for special privilege leave (not exceeding three (3) days in any school year) which cannot be legally charged to sick leave.

These shall include:

1. Religious holy days not included in the school calendar.
2. Compulsory court appearance
3. Marriage in the immediate family, i.e., self, son daughter, brother, sister, mother, father, member of the immediate household.
4. College graduation, i.e., self, spouse, son daughter, brother, sister, mother, father, member of the immediate household.
5. School related conference for employee's child.
6. Clearly specified family emergency.
7. Death of a person not covered by sick leave who was a member of the bargaining unit member's household or otherwise stood in a significant relationship with the bargaining unit member.

B. Fractional use of special privilege leave shall be allowed in one-half (1/2) day increments.

C. Except in an emergency, such requests must be directed to the designated Regional Superintendent well in advance of the date. Such leave shall be granted without loss of pay and shall not be deducted from the employee's accumulated sick leave.

D. Unrestricted Leave.

1. These days shall not be taken during or before the first full week of student attendance or last ten (10) working days of the school year or the work day

before or after a paid holiday or vacation period.

2. In emergency situations during the times noted in 1, above, approval may be granted by the Principal using the family emergency procedure.

Emergency shall be defined as a situation over which the employee has no control and the employee did not participate in the decision for when the event was/is to occur.

3. Other than as an emergency, SPL days shall not require approval, explanation, or documentation.

4. This leave shall not need justification or explanation by the employee but the applicant will give two (2) days notice except in emergency. Written notice must be on file in the payroll office before pay for that day is granted.

E. Employees requesting special privilege leave will use the Special Privilege Leave Form found in Appendix F.

#### **Section 6. Parental Leave.**

A. An employee requesting parental leave will use the Leave of Absence Form found in Appendix F and provided by the District. An employee shall be granted an unpaid parental leave of absence of up to three (3) years.

The employee shall be afforded the opportunity to use accumulated paid sick leave during such parental leave for up to one (1) year, but use of such sick leave shall not extend the parental leave beyond three (3) years. The employee may choose to use or not use accumulated sick leave.

B. The employee shall notify the Executive Director of Human Resources at least thirty (30) days in advance of the effective date of such leave except when such notice cannot be given because of medical considerations as determined by the employee's attending physician. An employee returning from a parental leave of absence of twelve (12) weeks or less shall be returned to the school assigned prior to the leave of absence. An employee returning from a parental leave of absence of greater than twelve (12) weeks shall be assigned to a comparable position (if available) in which she/he left with no assurance of return to the original school. An employee returning from a parental leave of absence will retain all system seniority.

C. A pregnant employee may continue working until such date as she and her physician determine that she should no longer work. There are no restrictions relative to the number of parental leaves that an employee may request. Employees will be entitled to annual increments for each academic year in which they are in pay status for 120 days.

D. An employee adopting a child under the age of three (3) shall be eligible for parental leave of the same duration as a parent with a newborn. An employee adopting a child between the ages of three (3) and six (6) shall be eligible for parental leave which is the same except all time references are halved.

**Section 7. Assault Leave.**

A. Definition. For the purpose of being eligible for an assault leave, an assault is defined as a physical injury inflicted by intentional or unintentional actions of others in violation of school policies and regulations upon an employee in the course of employment or at a District sponsored event which results in a physical disability which precludes an employee from working. In order to be eligible for assault leave benefits under this section, the employee must report the assault to the Principal or other District Administrator as soon as possible.

B. Psychological or Emotional Trauma. An employee who suffers medically diagnosable psychological or emotional trauma resulting from a physical assault committed in the course of the employee's employment or at a District sponsored event which precludes the employee from working may also be granted an assault leave. If an employee applies for an assault leave, he/she shall also apply for Workers Compensation at the same time. Assistance to apply for Workers Compensation shall be provided by the District to employees who apply for assault leave.

C. An employee who is unable to work because of a physical disability resulting from an assault received in the course of employment, or in the discharge of other official assigned duties for the District, shall be maintained in full pay status, on assault leave, for the period of time set forth in paragraph D herein. Assault leave granted under these conditions shall not be charged against sick leave, earned or unearned.

A certificate from a licensed physician stating the nature of the disability and its anticipated duration should accompany an assault leave form furnished by the District. A copy of the form is found in Appendix F.

Any assault leave extending five (5) days shall be subject to review by a District-appointed physician, including a physical or psychiatric examination at the physician's discretion to justify the use of assault leave. Falsification of either a signed statement or a physician's certificate will be grounds for suspension or termination of employment.

If an employee's absence resulting from assault is covered

by Workers Compensation, the District shall provide the additional compensation that will provide the employee with the same pay rate received at the time of the assault for up to six (6) months from the date of the commencement of the assault leave or the duration of the school year (whichever is longer). If the payment from the District reduces Workers Compensation payments, the District will make the employee whole for his or her full pay.

D. An employee shall be granted an assault leave of up to three (3) calendar months unless the employee has had a claim resulting from the assault approved by the Bureau of Workers Compensation, in which case the employee shall be granted an assault leave of up to six (6) months or the duration of the school year (whichever is longer). The employee shall be limited to compensation paid through Workers Compensation after six (6) months or the duration of the school year (whichever is longer).

E. The requirements of the preceding paragraphs of this section shall be prospectively applied to employees on assault leave as of September 1, 1993.

**Section 8. Leave of Absence for Parent Teacher**

**Association (PTA).** Teachers elected as delegates to local, state or national PTA conferences will be entitled to a leave of absence with pay. Up to five (5) teacher delegates will be considered to attend such conferences upon approval of the designated Regional Superintendent. A copy of the form is found in Appendix F.

**Section 9. Political Leave.** Employees who are appointed or elected to a full-time position with a local, state, or national government shall be granted unpaid leave for the period of time such office is held. After leaving office, the employee shall be permitted to return to a comparable position (if available) with the District with the same seniority and proper placement on the salary schedule, which shall be in accordance with his/her total years of employment recognized at the time of such leave and his/her certification and appropriate college credit. A copy of the form is found in Appendix F.

**Section 10. Family Care Giving.** Up to one (1) year of unpaid leave shall be granted, upon request, for the purpose of care for an ill family member. Family is specifically defined as child, father, mother, sister, brother, spouse, stepparent, or step-child. Unpaid leave shall be granted only after all personal leave days and accumulated sick leave days have been used. The employee is entitled to return to a comparable position (if available) in the District. If the

employee is in pay status for 120 or more days in the current school year, he/she is entitled to the annual step increase and seniority credit. A copy of the form is found in Appendix F.

**Section 11. Four Year Plan.** An employee with more than seven (7) years of seniority in the District may opt for a “Four Year Plan” by giving written notice to Human Resources at least two (2) weeks prior to the first scheduled pay period of each school year. The Four Year Plan is defined as follows:

- A. For three (3) consecutive school years, each participant performs his/her regular duties. However, the gross pay for each pay period shall be only 0.75 of the scheduled amount. Employee benefits will remain unaffected.
- B. By April 1st of the third year of the plan, the participant must notify Human Resources as to whether or not he/she will be a member of the staff for the fourth year of the plan. Following such notification, the District will make staffing decisions occasioned by the participant’s election.
- C. During the fourth year of the plan, the participant shall not be assigned a position within the District. The participant shall receive at the normal pay interval, mailed to the address of his/her preference, a check to be calculated as follows: The amount of the check shall be equal to 0.75 of the average of the scheduled wage amount of the preceding three (3) years, minus the cost of providing the participant’s employee benefits. During this year, no sick days shall be accumulated. All seniority continues to accrue and the participant shall have the right to return to a comparable position at the school he/she left, if available.
- D. The participant’s interest in the money withheld from his/her paycheck vests at the end of the third year. Therefore, if, at the participant’s discretion, he/she wishes to continue working another year, he/she may make that election by April 1st of the third year of the plan and opt to receive all amounts withheld (less applicable deductions

required by law) by July 1st of that year. In such instances, the Four Year Plan is considered canceled.

**Section 12. Leave Without Pay.** Upon five (5) working days notice, a bargaining unit member may be granted up to ten (10) days leave without pay, if approved by the Principal and the Executive Director of Human Resources or her/his designee.

## **ARTICLE 22**

### **SUBCONTRACTING**

No work which is or could be performed by members of the bargaining unit without any additional training shall be subcontracted except by mutual agreement between the Union and the District, so long as active employees of the District or employees on a recall list are willing to perform that work. If said employees are unable to complete the job within a reasonable time, then outside services shall be contracted, but only after or simultaneously with all the employees on the recall list in the affected classification being returned to work.

## **ARTICLE 23**

### **WORKING CONDITIONS FOR SPECIAL GROUPS — CERTIFICATED PERSONNEL**

**Preamble.** Adult Education Instructors, Guidance Counselors, LD Tutors, Nurses, Occupational Therapists, Physical Therapists, Psychologists, Social Workers, Speech Language Pathologists and all other educational service providers employed by the District, including art, music and physical education teachers, are entitled to an equitable share in each building's funds and resources for each school year. Building budgets will take into account the needs of each of the educational service providers assigned to that building each school year. Educational service providers will be provided access to the photocopying facilities, typewriters and computers available in their building(s). Space will be provided with access to a telephone line, lockable file cabinets and other supplies, as appropriate. In addition, educational service providers will be offered the opportunity to receive appropriate computer training during professional days during the life of this Agreement. Finally, the District will develop, purchase and/or utilize a method of providing school nurses with access to students' emergency information.

**Section 1. Student Council Advisor in Secondary Schools.** Teachers appointed as Student Council advisors will be given one (1) period per day to work with the

Student Council.

**Section 2. Media Specialists.**

A. Library Committee. A conference-type Library Committee will be formed with Union representatives from the elementary and secondary school libraries to meet on a regularly scheduled basis with the Director of Educational Media Services.

B. Released Time for Library Department Staff of Secondary Schools. The media specialist-in-charge shall be permitted to attend building department head meetings where there is another media specialist available or under circumstances that the absence of the media specialist-in-charge does not conflict with regular operation of the library.

In all secondary schools (high school/special school and middle) the library department will be allotted a total of one half day per month of released time, used by only one of the media specialists in each school each month, to examine new books and media to meet the needs of their respective buildings. Scheduling of the released time referred to above will be arranged with the Principal, the media specialist-in-charge and the Supervisor of Media Services. No substitute for this released time will be provided. In buildings with more than one professional media specialist, this time will be shared equally among the professional staff.

C. Elementary/K-8 Media Specialists. In elementary/K-8 schools where there is more than one (1) media specialist assigned to a building, the Supervisor of Media Services will designate one as media specialist-in-charge.

D. Media Specialists. Elementary/and K-8 media specialists are responsible for the same number of assignments as regular classroom teachers per day. Media Specialists in K-8 buildings will not be assigned Team time.

**Section 3. School Nurses.**

A. The District is obligated by statute to defend nurses who are sued for acts arising from their employment unless their actions are manifestly outside the scope of their employment, and to indemnify them against any adverse judgment unless their actions are outside the scope of their employment.

B. The CTU Nurses Conference Committee will meet with the nursing supervisor(s) on a regular basis during the school year to discuss problems of concern to school nurses.

C. Every effort shall be made to provide no more than four (4) school assignments for each nurse.

D. An individual school's IEP schedule shall be made

available to that building's school nurse. At the request of the Principal, or nurse, the nurse shall participate in the IEP conference for individual students. For any student assigned to a school with a medical condition addressed in an IEP or 504 Plan, the nurse or nurse supervisor shall be a part of, or consulted by, the IEP or 504 Plan Team.

E. Changes in school assignment shall consider the ability, education, experience, seniority and any other non-arbitrary objective factors that may be appropriate in making such a determination. Such factors shall be published prior to the assignment process.

F. The school nurse shall be provided a copy of the R910 listing of students, or similar list in alphabetical order, for each assigned school by the start of the school year.

These listings shall be updated as necessary.

G. A Joint Administrative and Nurse Committee (JANC) shall be formed with equal representation from the administration and the CTU. This committee shall have the following responsibilities:

1. Draft new procedures and guidelines for required nursing interventions to be used when caring for students with medical problems and make recommendations to the CEO for consideration and implementation of approved recommendations by the end of the first semester of the 1996-97 school year.
2. Prepare a general statement regarding the District's medication policies and guidelines for the approval of the District. The approved statement and form will be included in the school calendar sent to all parents.
3. Determine the identification and method of acquisition of other nursing supplies as well as consider current nursing supply inventories.
4. Provide input in the planning and implementation of any new policies or programs which impact on the nature and scope of nurses' duties or which fall within the purview of the practice of registered professional nursing in the State of Ohio.
5. Plan a full one-day orientation on nursing procedures for all nurses new to the District during the new teacher orientation in August.
6. Submit the school nurse evaluation form agreed to by JANC to LMC for consideration.

H. Additional funds shall be made available for nursing supplies.



I. Every effort shall be made to provide telephone extensions in private conference areas of the Health Center in schools.

J. The articles of this Agreement for teachers, where applicable, shall also apply for school nurses.

K. Nurses shall be provided forty (40) minutes of uninterrupted lunch time. Specific time is to be agreed upon with the Principal.

L. Efforts will be made to:

1. improve the availability of nursing services to students;
2. improve the articulation between nurses and parents or faculty; and
3. assist each newly employed nurse in becoming oriented to his/her duties and responsibilities.

M. Each school health clinic shall have sufficient lockable file cabinets or locks for file cabinets to ensure confidentiality of all District required health and medical records.

The designated nurse and the administration will both have keys for these cabinets and/or locks.

N. A single call procedure will be established which will enable nurses to report absences in a timely manner. Nurses who will be absent will call prior to 7:00 a.m. to report their intended absence.

O. No bargaining unit members except school nurses or doctors may be required to dispense medications.

P. Nurses who are employed by the District after September 1, 1995 shall be given credit, effective September 1, 2000 for up to five years of relevant prior experience.

#### **Section 4. Speech Language Pathologists.**

A. Speech language pathologists shall be required to contact only the school(s) to which they are assigned for that day if they are going to be absent.

B. The District agrees to post vacant speech language pathologists positions.

C. The following items are relevant to speech language pathologists and are appropriate subjects for the Labor Management Council:

Adequate rooms (well lit and ventilated) and work stations (including a table, chairs, a bulletin board, a chalk board, a mirror and access to an electrical outlet)

Adequate facilities

Availability of two (2) channel audiometers and auditory trainers.

Availability of portable pure tone audiometers

Availability of portable tape recorders

Availability of portable auditory training units

Lockable file cabinets  
Prompt repair of all equipment  
Secretarial assistance and private telephone access  
Availability of multilevel/multimedia learning materials  
Availability of necessary supplies (including folders, photocopier paper, office supplies, pencils, pens and bulletin board paper)  
Equitable distribution of school-based funds  
Equitable access to copy machines.

**Section 5. School Psychologists.**

A. School Psychologists will be on a 41-week assignment at prorated pay. The District will identify by May 15 of each school year the number of psychologists who need to be called in over the summer. The District will first offer the work to those psychologists by seniority who have applied and are immediately available. If the number of applicants is insufficient or if sufficient numbers of psychologists are not available at the time the work needs to be completed, the District will take the steps necessary to complete the work.

B. The District will provide the school psychologists with the following conditions at the building level:

1. Lockable file cabinet.
2. Private facilities for conducting evaluations and parent conferences.
3. Telephone in a private setting will be made available for scheduling, parent contact, and confidential conversations regarding students.
4. Use of duplicating facilities.

C. Working Conditions at Psychological Services Office.

1. Clerical help.
2. Private work stations.
3. Access to typewriter and duplicating facilities.
4. Access to computer terminals to expedite report writing and maintain timeline constraints.
5. Computer scoring on psychometric instruments when applicable.

D. Evaluation of Psychologists. The evaluation instrument developed by the psychologists' UCC and the Psychological Services Manager in May of 1999 will be used to evaluate psychologists. This form is subject to modification by mutual agreement of the parties.

E. The Supervisor of Psychological Services and the Psychologists UCC will develop and recommend provisions for the inclusion of psychologists in any review process, including Peer Review if reinstated and if appropriate (i.e.,

new psychologists are hired).

F. The proposed evaluation form for psychologists will be considered when revisions to teacher evaluation forms are undertaken.

G. The following items relevant to school psychologists are appropriate subjects for the Labor Management Council:

Confidential work stations

Access to computer terminals and input on future software purchases.

H. Psychologists have the same statutory and contractual due process rights as teachers.

**Section 6. Consultant Teachers.** Recommendations for consultant teachers are as follows:

1. Regular working hours will be from 8:30 a.m. to 4:00 p.m. daily, unless assigned to a specific school.

2. Regular contracts on a prorated basis will include the total number of weeks required by the assignment, unless there is a summer extension of the project in which the consultant teacher's services are needed.

3. Differential pay should not include duties required on Saturday by the project. Remuneration for inservice participation on Saturdays and for curriculum development shall be paid at the inservice workshop rate set forth in Appendix A.

4. Remuneration for all part-time working assignments on Saturdays and during the summer will be paid at the same rate as indicated on the appropriate teacher salary schedule (Daily Base Rate). Each hour of work will be paid at .125 of the daily rate.

5. The title of "assistant" will not be used for those consultant teachers who work in the office of the project manager.

6. Responsibilities required of consultant teachers will be clearly outlined by the project manager before appointment is made. Project responsibilities will be reassessed as new proposals are written.

7. A consultant teacher's role is supportive to the classroom teacher, therefore consultant teachers shall not evaluate the classroom teacher.

**Section 7. Work Study Teacher Consultants.** Work Study Teacher Consultants will be assigned as required by state statutes and regulations with input from the CTU.

**Section 8. Guidance Counselors.**

A. When student/guidance counselors enrolled in practicum courses are assigned to a regular school counselor for training, the regular counselor shall be provided the same compensation from the college as that received by teachers assigned to student trainees.

B. Guidance counselors may substitute attendance at Career Night in place of Open House attendance at the discretion of the Principal.

C. Proctors for Saturday testing programs shall be certificated/licensed counselors from home schools or feeder middle/K-8 schools.

D. Before a guidance counselor is non-reappointed, the individual shall be afforded due process.

E. Full-time counselors will be on a 40-week assignment at prorated pay. The distribution of the 40-week assignment will be determined by written mutual agreement between the Principal and the guidance counselor(s). Head counselors will be on a 42-week assignment and full-time counselors may be offered a 42-week assignment. The distribution of the 42-week assignments shall be determined by written mutual agreement between the Principal and the guidance counselor.

F. The administration will develop and implement computer in-service training programs for guidance counselors.

G. The following items relevant to guidance counselors are appropriate subjects for the Labor Management Council:

- Private facilities to conduct confidential conferences
- Telephone access for contacting parents
- Lockable file cabinets
- Access to copy machines
- Access to student working materials.

H. A Joint Committee of Guidance Counselors and Administration (JoCOGuCA) shall be formed with four counselors appointed by the CTU and four administrators appointed by the District to recommend resolutions to guidance issues to LMC, specifically including computerization of night school grades, computerization of counselor check sheets, procedures for student transfers, and development of a guidance counselor evaluation form.

I. The District will assign counselors to low performing Elementary/K-8 schools based on need, as determined by the administration.

**Section 9. Social Workers.** Social workers with teaching Certificates/licenses shall be compensated on the appropriate teachers salary schedule. Social workers may apply for reimbursement for District-approved workshop/conference

expenses.

**Section 10. Substitute Teachers.**

A. "Regular substitute teachers" first employed by the District as a substitute after August 1, 2000 shall serve a probationary period of ten (10) calendar weeks from their first day of working. During that probationary period, the regular substitute teacher's employment may be terminated, without the substitute teacher having any recourse to the grievance procedure and without the need for compliance with Article 8.

B. Substitute Seniority. Substitutes will be called in order of substitute seniority, except as requested by the Principal or the teacher.

C. The assault leave granted to substitutes shall not be considered an interruption in accruing consecutive days of substituting.

D. When a substitute has completed 120 days or more during the school year, and is re-employed for, or assigned to a specific teaching position for the coming year and holds the teacher certification/license required for the position, he/she will be given a contract as a regular teacher.

E. Substitutes who work 120 days in the same school and are hired back for the next school year are eligible for health benefits on their first day of work in that school year.

F. Substitutes who are assigned to a specific position and who submit written confirmation that they are working towards certification/licensure appropriate for that assignment shall be paid five dollars (\$5.00) per day above the highest substitute pay rate.

G. A Principal has the option to request a substitute teacher not return to the school. This request must be made to Human Resources on the proper form (Appendix F) and within two working days of the substitute's assignment to the school. Within five working days of receiving the "do not return" form, Human Resources will send to the substitute a copy of the submitted allegation and directions on how to respond to the allegation. (See Article 7, Section 2 of this Agreement). This response must be initiated by the substitute in a written rebuttal and submitted to Human Resources within five working days of the receipt of the notification. When a substitute within one school year receives three "do not return" forms from three individual schools, Human Resources will conduct a hearing with the substitute to discuss this issue with the substitute and union representative. Following this hearing, Human Resources will determine if remedial action is necessary. This action may include job assistance or nonreappointment by April 30<sup>th</sup>.

H. Pursuant to Ohio Revised Code, substitute teachers must be notified by April 30<sup>th</sup> via certified mail of their non-reappointment for the ensuing school year. Those substitutes reappointed will be notified of their reappointment by June 30<sup>th</sup> of every year. Neither an interview nor submission of another employment application is necessary if a substitute teacher is reappointed for another school year. Substitute teachers who have had a one-

year or more lapse in service with the District must be interviewed, fingerprinted for a criminal background check, provide a valid teaching certificate/license and complete all new hire forms.

I. Substitute teachers have the ability to notify Human Resources of the days that they are not available to work. Please refer to the Substitute Manual. Any substitute teacher who refuses ten assignments in one semester will lose his/her seniority for the purpose of being called for employment via Substitute Employee Management System (SEMS). Principals, teachers and substitutes are not authorized to make or change assignments without mutual agreement.

J. By June 1, 2007, the CTU and CMSD will revise the substitute manual which provides an overview of district guidelines, procedures, and expectations regarding substitutes. Annually, the CTU and CMSD will jointly plan and present one day of professional development/orientation to all substitutes regarding information in and related to the developed manual. This professional development is mandatory for all substitutes, and all substitutes are required to have the professional development prior to their first assignment every year beginning with the 2007/08 school year. Compensation will be at the substitute's negotiated daily rate.

### **Section 11. Learning Disability Tutors.**

A. Year's credit = 600 hours (120 days x 5 hours/day).

LD tutors will have temporary contract status. Recall will be based on seniority.

B. The learning disability (LD) tutors' salary schedule is intended to supersede any statutory requirement that LD tutors be placed on the teachers' salary schedule.

C. A written contract shall be issued to each LD Tutor within sixty (60) days of ratification of this collective bargaining agreement and each subsequent year.

D. Upon request, LD Tutors will be placed in the applicant pool for a teaching position for which they are properly certificated.

E. LD Tutors shall be employed on the same calendar as classroom teachers. They will have the Wednesday before Thanksgiving off and will be required to attend the building scheduled Parent/Teacher conferences when their school holds these hours.

F. If additional hours become available for LD Tutors, the most system senior tutor available in the building will be offered those hours.

### **Section 12. Adult Education Teachers.**

A. Adult education teachers may attend District workshops free of charge and reasonable efforts will be made, including posting notices of upcoming workshops at District facilities, to notify adult education teachers of available workshops.

B. The Division of Adult Education will develop a posting and selection process for filling vacant adult education

positions based in part upon seniority and employee preference (the latter as determined by preference sheets to be completed by each Adult Education Teacher), unless there are compelling reasons to not follow that procedure.

C. All qualifications being equal, positions will be staffed based on seniority.

D. Adult Education Teachers shall have preference of assignments by system seniority, based on the date of hire by the District. Hourly Adult Education Teachers shall possess the appropriate State of Ohio certification/licensure for their assignments.

E. Adult Education Teachers who are not also covered by this Agreement through their work in another job classification will have one voluntary professional day per semester paid at their daily rate. The training provided will be mutually agreed to by the District and the UCC.

F. All jobs and sites available relevant to Adult Education shall be posted in the main office of each Adult Education facility and mailed to the CTU office.

G. Within two (2) weeks of the beginning of each semester, the District will mail to the CTU office a list of all individuals who have Adult Education assignments for that semester and the location of those assignments.

### **Section 13. OWA Teachers.**

A. If a program(s) is not renewed in a building, or there is a reduction in the number of occupational work adjustment (OWA) units in the system, and, in another building, a new unit(s) is created, OWA teachers in buildings losing the programs shall have the right, in order of system seniority, to select a new unit.

B. If a program is not renewed in a building, or there is a District reduction in the number of OWA units, and the OWA teacher wishes to remain in the building in a major subject area, the following will apply:

1. The OWA teacher may remain in the building assigned if there is an opening in a major subject area for which the individual is certified, but the OWA teacher does not have bumping rights. The individual is classified by the budget under which he/she is paid.
2. If no opening exists in the building, the OWA teacher will be reassigned to a position in the system based upon his/her certification, contract type and years in the system.

### **Section 14. New Teachers.**

A. New teachers shall receive a letter of intent as an offer

of employment. This letter will clearly spell out salary provisions and conditions of employment to be effected by the contract.

B. Those new teachers hired as substitutes shall be duly informed through written notice of their substitute status.

**Section 15. Occupational Therapists.**

A. The practice of occupational therapists employed by the District shall be guided by the Ohio Department of Education and the Ohio Division of Special Education laws and rules governing the practice of occupational therapy in the schools.

B. The Joint Special Education Committee may propose policies, protocols, procedures and other guidelines not in conflict with the Model Policies and Procedures for the Education of Children with Disabilities, Ohio Special Education Rules and Federal Statutes and regulations for school-based occupational therapists.

C. Occupational Therapists shall be provided a forty (40) minute uninterrupted lunch.

**Section 16. Physical Therapists.**

A. The practice of physical therapists employed by the District shall be guided by the Ohio Department of Education and the Ohio Division of Special Education laws and rules governing the practice of physical therapy in the schools.

B. The Joint Special Education Committee may propose policies, protocols, procedures and other guidelines not in conflict with the Model Policies and Procedures for the Education of Children with Disabilities, Ohio Special Education Rules and Federal Statutes and regulations for school-based physical therapists.

C. Physical Therapists shall be provided a forty (40) minute uninterrupted lunch.

**Section 17. Sign Language/Educational Interpreters.**

The District shall adopt and implement the State of Ohio job description for Educational Interpreters as may be hereafter modified by the state.

**Section 18. Basic Skills Reinforcement Teachers.**

A. Basic Skills Reinforcement (BSR) teachers have the same statutory and contractual due process rights as teachers.

B. BSR teachers will work the same number of days as public school teachers. The District will provide a location if a teacher's site is closed and days need to be made up at the end of the year. Calamity days at non-public school sites will be handled as a public school site closing.

C. BSR teachers are to be afforded the opportunity to participate in the same number of in-service workshops and



professional days as public school teachers.

D. For the purpose of this Agreement, the BSR program administrator will replace the Principal.

**Section 19. Home Tutoring.** Home Tutoring positions shall be posted at the beginning of each school year. Home Tutors will be selected from the pool of applicants generated by the posting based on certification/licensure and seniority.

**Section 20. Job Sharing.** Two bargaining unit members who wish to job share may do so if the following criteria are met:

A. Job sharing shall refer to a voluntary option available for teachers and/or related service providers to share one (1) full-time teaching position and/or one full-time funded assignment.

B. Priority for job sharing opportunities shall be given to teachers and/or related service providers with a greater number of total years of seniority.

C. The total number of job sharing teachers and/or related service providers shall not exceed eighty (80) District-wide, i.e., forty (40) pairs per year, unless increased by mutual agreement between the CEO and CTU President.

D. It shall be the responsibility of the teacher and/or related service provider to find the job sharing partner. No teacher and/or related service provider shall be required to job share.

E. Partnerships must be formed no later than April 1 to be implemented for the following year.

F. Teachers and/or related service providers shall acquire one (1) year's seniority for each year of job sharing work.

G. Job sharing partnerships must last through one (1) full school year and are subject to the approval of the Principal(s) for teaching positions or the Deputy Chief of Human Resources or his/her designee for related service providers.

H. The salary of the job sharing teacher and/or related service provider shall be the percentage of that teacher's and/or related service provider's salary as set forth in this Agreement which represents a percentage of the job that the teacher and/or related service provider performs.

Benefits also shall be available on a pro rata basis.

For example, if two (2) teachers and/or related service providers equally share a position, each teacher and/or related service provider will be paid 50% of the salary she/he would otherwise earn and be entitled to 50% of the total benefits paid by the Board under this Agreement. Any difference between 100% paid coverage and the pro rata entitlement shall be paid by the teacher and/or related service provider via payroll deduction.

I. Assignments shall be divided equally, unless a different agreement is reached between the teachers and the Principal (teaching position), or the related service providers and the Deputy Chief of Human Resources/designee (related service positions).

J. Both job sharing teachers and/or related service providers must attend parent conferences scheduled by their school.

K. Between them, job sharing teachers and/or related service providers shall be responsible for performing a full-time equivalency of instructional and supervisory assignments.

L. To be considered for job sharing, the interested teachers and/or related service providers must submit a written proposal detailing how the proposed arrangement will work. This proposal shall explain how their educational philosophies are compatible and how they will share a full-time equivalent load of performance responsibilities for attendance and participation in meetings, etc.

M. When a necessary transfer affects one member of a job share, the transfer shall be determined by system seniority of the least senior job share partner. That is, both partners will be transferred if the least senior partner is transferred.

**Section 21. Title I.** The Title I staff shall perform duties consistent with the educational priorities of the school as established in the building's Title I school-wide plan or AAP.

**Section 22. Medicaid.** Bargaining unit members, including but not limited to nurses, occupational therapists, physical therapists, speech language pathologists, social workers, and psychologists, are required to complete Medicaid reimbursement documentation and perform other related tasks as applicable. The administrator responsible for scheduling such personnel shall include at least one-half hour per week per provider for completion of such duties.

**Section 23. Differential Positions.** A maximum of two annual differentials will be paid to a teacher. However, if there are no qualified applicants, a maximum of four (4) differentials (no more than two (2) of which are coaching activities) may be paid to any one teacher. A regular contract teacher who has a differential position and who receives an extension on the regular contract will not receive additional pro-rated differential compensation because of the regular contract extension.

A. Differential Applicants and Clarification. Differential positions listed in this Agreement are reserved for qualified members of the CTU bargaining unit. Only after a vacant differential position has been timely posted in each school building and the CTU office and no qualified member of the CTU bargaining unit applies for a listed differential may it be awarded to someone not in the CTU bargaining unit. If a differential position is filled by someone other than a CTU bargaining unit member, that position shall be considered vacant at the end of the school year and again posted in each school building and the CTU office.

However, where a differential position was filled by a non-CTU bargaining unit member for the 1999-2000 school year, said position shall not be deemed vacant until that person vacates the position or at the end of the 2001-2002 school year, whichever comes first. Each year before the close of the school year beginning with the 2001-2002 school year and continuing throughout this Agreement, the CTU President and CEO may, by written mutual agreement, identify up to but no more than three (3) specific individual differential positions held by non-CTU bargaining unit members in the District which are not deemed vacant.

Differentials shall be paid at the rate set forth in Appendix A. The Principal and UCC in each building may determine to allocate funds from differentials specifically authorized for their building if those differential positions, while authorized, are not to be filled for the coming school year. Such determinations are to be made on an annual basis with written notice of the Principal and UCC agreement to the Executive Director of Human Resources and appropriate Regional Superintendent.

A person cannot be brought into a school to take the teaching position of someone already there. Differentials are without regard to teaching position; selection for a differential position does not carry with it a teaching position in the school. Wherever possible, Department Heads shall be selected from within existing staff.

Consistent with the Agreement, differential positions shall be determined by written mutual agreement between the Principal and the UCC.

Individuals with differential positions, with the exception of the positions of Department Head, Core Team Leader, Subject Area Specialist, Team Leader, ESP Liaison, and Special Education Liaison, shall be afforded the same contract rights as teachers under limited contract. A Differential Evaluation Committee comprised of three (3) individuals from CTU and three (3) from CMSD will be formed to develop the evaluation process for all differential positions except for those selected/elected positions above. The committee will make recommendations to the Labor Management Council (LMC). All bargaining unit members awarded a differential position shall fulfill all the job requirements of the differential position. Failure to do so may result in disciplinary action as outlined in Article 18

**B. Differential Positions: Requirements and Responsibilities.**

**1. Department Heads, Core Team Leaders, Team Leaders, Subject Area Specialists, Special Education Liaisons, ESP Liaisons, Head Teachers (residential schools).**

a. Department Heads, Core Team Leaders, Team Leaders, Subject Area Specialists, Special Education Liaisons, and ESP Liaisons will be selected

every two (2) years by a process established by written mutual agreement between the UCC, Principal, and individual department teachers. For all Department Head positions made vacant by transfer, retirement or promotion, etc., the Department Head position will be posted, and all members of the individual department shall have the opportunity to serve on a selection committee provided they are not members of the applicant pool. Head teachers shall be considered Department Heads and will be subject to the same selection process with the Principal's role assumed by the appropriate administrator.

b. Involvement in Administration.

i) When a teaching vacancy occurs during the school year in a department, the recommendations of the Principal and the Department Head regarding the replacement will be considered by the supervisors of organization in Human Resources.

ii) Recommendations of Department Heads in the selection of supplementary books and materials which are more relevant to the needs of their students are to be considered whenever purchases of such are to be made.

iii) Department Heads, Subject Area Specialists and Special Education Liaisons, and ESP Liaisons are to receive strong support from the administration regarding their departmental duties.

c. Orientation. New Department Heads, Subject Area Specialists and Special Education Liaisons, and ESP Liaisons are required to attend three (3) to six (6) responsibility orientation sessions which will encompass the following:

- i) Duties and responsibilities of the Department Head;
- ii) Departmental finances, ordering, invoicing, selection of materials, etc.

d. Department Heads, Core Team Leaders, Subject Area Specialists and Special Education Liaisons, and ESP Liaisons are to report to their schools all day Thursday and Friday of the week preceding the opening of school and will be paid on a prorated basis according to their ensuing year's annual contract salary.

e. Department Heads, Core Team Leaders and Special Education Liaisons, except in K-8 schools, shall have no homeroom. Effective at the start of the 2001-2002 school year, Subject Area Specialists shall have a homeroom.

f. In departments where no Department Head,

Subject Area Specialist or Special Education Liaison (as appropriate) has been identified the duties of the Department Head, Subject Area Specialist or Special Education Liaison (as appropriate) will be assumed by the administration of the school.

g. High School Department Heads shall have the same duties and responsibilities as the Subject Area Specialists and/or the Special Education Liaisons as in K-8 schools. (Refer to Article 23, Section 23 (B) (2) b and c)

2. Beginning with the 2001-2002 school year, all middle schools/middle grades shall have Core Team Leaders, Subject Area Specialists (to replace Department Heads in math, science, social studies and English), and Special Education Liaisons (to replace Special Education Department Heads).

a. The responsibilities of the Core Team Leader shall be:

- i) function as a liaison between the administration, core team, and other core teams;
- ii) provide leadership to collectively achieve the core team and school goals;
- iii) facilitate and coordinate all core team activities;
- iv) develop core team goals; and
- v) monitor and interact with all budgetary matters relevant to the core team.

b. The responsibilities of the Subject Area Specialists, Special Education Liaisons, and Department Heads shall be:

- i) attend District-wide subject area meetings, as well as in-service activities relevant to the subject area in question;
- ii) communicate regularly with appropriate building staff about subject area concerns;
- iii) provide ongoing inservice and assistance to teachers in delivering the curriculum to improve student outcomes through joint lesson planning, modeling, peer coaching, team teaching and feedback; When there is mutual agreement between the building Principal and K-8 Subject Area Specialist, Special Education Liaison, or High School Department Head one or all of the above duties will be provided, on an as needed basis, through coverage or compensation of unassigned time.
- iv) work with other Subject Area Specialists and/or Department Heads in the building to promote interdisciplinary and integrated thematic units;

- v) assist in selecting materials appropriate for the subject area;
- vi) maintain an inventory of subject area supplies and instructional materials.

Subject Area Specialists in Middle School/Middle Grades , excluding K-8 buildings, shall be released for a minimum of five (5) periods per week.

c. The responsibilities of the Special Education Liaison shall be:

- i) maintain ongoing contact and communication with regular education teachers receiving mainstream or included special education children;
- ii) attend meetings with the appropriate Special Education Supervisor, Principal, and Core Team Leaders, Subject Area Specialists as needed;
- iii) coordinate testing and IEP conferences for Special Education students;
- iv) assist teachers in the development of IEPs and review all before submission; and
- v) maintain an inventory of Special Education supplies and materials, and develop procedures for distribution, collection, storage, and replacement of same.

### 3. Athletic Coaches/Athletic Directors.

- a. All Athletic Coaches and Directors (except as in (b) below) will be responsible for a homeroom and thirty (30) assigned periods per week.
- b. The senior high athletic director shall be relieved of homeroom duties.
- c. Athletic Directors may not coach any sports activities.
- d. The starting date for fall football practice will be determined by the Ohio High School Athletic Association.
- e. Coaches 2/19ths – The existing practice of compensation will be maintained with no expansion. The District has no current intention to require additional summer practice, beyond two (2) weeks, (four (4) weeks for football coaches and A.D.s); however, should the District require additional summer practice, the District agrees to negotiate with the CTU for the appropriate compensation.
- f. A head coach shall have the option of teaching

in the school where he/she coaches, except when school staffing authorizations are impacted within seniority guidelines.

g. A Coaches Review Committee will be formed comprised of representatives from each sports program and athletic directors. This group will revise the compensation schedule for coaching differentials according to the following guidelines:

- i) Compensation shall not exceed budget allocation for coaching differentials and extended time.
- ii) There will be no compensation differences between male and female sports having an equal number of players, games, and length of season.
- iii) No sports program offered by the District shall be eliminated to increase compensation for another sports program. Programs eliminated as a cost savings/ reduction measure by the District shall reduce the overall allocation by the cost of the program.
- iv) The Coaches Review Committee will present compensation proposals to the Senate Athletic Council/Athletic Department.
- v) The Coaches Review Committee will submit proposals to the LMC for approval.
- vi) If no agreement can be reached, the schedule for coaching differentials in this Agreement as of September 1, 1987-90 will remain in effect.

4. Senior High Dramatics Director. Senior High Dramatics Director will be responsible for:

- a. Thirty (30) assigned periods per week. The assigned periods must include a minimum of one (1) period of Drama I and one (1) period of Drama II each day.
- b. If the dramatics director is responsible for the stage throughout the school year, the director may be released from homeroom.
- c. One (1) major production per semester. (A full length play, operetta, musical comedy, etc., of approximately two (2) hours in length). If the school prefers to have one (1) major production per year, the director will be paid one-half (1/2) the annual differential.

5. Senior High Band Director. Senior High Band Director

will be responsible for:

- a. Thirty (30) assigned periods per week.
- b. Homeroom.
- c. The marching band at all football games (except out-of-the-city games when the school administration does not choose to send the band).
- d. Providing music for a minimum of four (4) programs per year outside the normal school day.
- e. Beginning with the 2007-2008 school year, when a vacancy occurs, this position will be filled through an initial interview and audition process, facilitated by the district-wide Music Director followed by an interview at the building level.
- f. These work assignments may include multiple work sites.

6. Senior High Orchestra Director. Senior High Orchestra

Director will be responsible for:

- a. Thirty (30) assigned periods per week.
- b. Homeroom.
- c. Providing music for a minimum of four (4) programs per year outside the normal school day.
- d. Beginning with the 2007-2008 school year, when a vacancy occurs, this position will be filled through an initial interview and audition process, facilitated by the district-wide Music Director followed by an interview at the building level.
- e. These work assignments may include multiple work sites.

7. Senior High Intramural Director. A separate director may be appointed for boys' activities and girls' activities. Senior High Intramural Director will be responsible for:

- a. Thirty (30) assigned periods per week.
- b. Homeroom.
- c. Scheduling sixty (60) hours of activities per semester, either before or after school, or a combination of both.
- d. Scheduling a minimum of three (3) different sports or activities per semester.

8. Senior High Newspaper Advisor. Senior High

Newspaper Advisor will be responsible for:

- a. Thirty (30) assigned periods per week. The assigned periods must include one (1) or more single periods of Journalism I and one (1) double period of Advanced Journalism each day.
- b. Homeroom.
- c. The advisor should not be assigned more than three (3) daily preparations, including the Journalism I preparation.
- d. A minimum of six (6) issues per semester.



9. Senior High Vocal Music Director. Senior High Vocal Music Director will be responsible for:
- a. Thirty (30) assigned periods per week.
  - b. Homeroom
  - c. Beginning with the 2007-2008 school year, when a vacancy occurs this position will be filled through an initial interview and audition process, facilitated by the district-wide Music Director followed by an interview at the building level.
  - d. These work assignments may include multiple work sites.
  - e. A minimum of six (6) performances per year, outside the normal school day.
10. Senior High Yearbook Advisor. Senior High Yearbook Advisor will be responsible for:
- a. Thirty (30) assigned periods per week.
  - b. Homeroom.
  - c. A minimum of one (1) yearbook per year.
11. Senior High Cheerleader Sponsor. Senior High Cheerleader Sponsor shall be responsible for:
- a. Thirty (30) assigned periods per week.
  - b. Homeroom.
  - c. Providing cheerleaders and being in attendance at all football and basketball games (except out-of-the-city games when the school administration does not choose to send the cheerleaders).
  - d. Participate in the Student Activities Program sponsored competition.
12. Senior High High-Stepper Sponsor or Drill Team Sponsor. Senior High High-Stepper Sponsor or Drill Team Sponsor shall be responsible for:
- a. Thirty (30) assigned periods per week.
  - b. Homeroom.
  - c. Perform at a minimum of eight (8) home athletic events and/or performances.
  - d. Participate in the Student Activities Program sponsored competition.
13. Senior Class Advisor. Effective with the 2001-02 school year, Senior Class Advisor in high schools shall be released for one (1) class per day.
14. Middle Intramural Director. A separate director may be appointed for boys' activities and girls' activities. The Middle Intramural Director shall be responsible for:
- a. Thirty (30) assigned periods per week.
  - b. Homeroom.
  - c. Scheduling sixty (60) hours of activities per semester, either before or after school, or a

combination of both.

d. Scheduling a minimum of three (3) different sports or activities per semester.

15. Middle Newspaper Advisor. Middle Newspaper Advisor will be responsible for:

a. Thirty (30) assigned periods per week. The assigned periods must include one (1) Beginning Journalism class each day.

b. Homeroom.

c. A minimum of three (3) issues per semester. In case of mimeographed newspaper, the total amount of copy per issue must equal a four (4) page printed newspaper.

16. Middle Dramatics Director. Middle Dramatics Director will be responsible for:

a. Thirty (30) assigned periods per week.

b. If the dramatics director is responsible for the stage throughout the school year, the director may be released from homeroom.

c. One (1) major production per semester (a full length play, operetta, musical comedy, etc., of approximately two (2) hours in length). If the school prefers to have one (1) major production per year, the director will be paid one-half (1/2) the annual differential.

17. Middle Instrumental Music Director. Middle Instrumental Music Director will be responsible for:

a. Thirty (30) assigned periods per week.

b. Homeroom.

c. Providing music for a minimum four (4) program per year, outside the normal school day.

18. Middle Vocal Music Director. Middle Vocal Music Director will be responsible for:

a. Thirty (30) assigned periods per week.

b. Homeroom.

c. Providing music for four (4) performances per year, outside the normal school day.

19. Middle Cheerleader Sponsor. Middle Cheerleader Sponsor shall be responsible for:

a. Thirty (30) assigned periods per week.

b. Homeroom.

c. Perform at a minimum of five (5) home athletic events and/or performances.

d. Participate in the Student Activities Program sponsored competition.

20. Middle High-Stepper Sponsor or Drill Team

Sponsor. Middle High-Stepper Sponsor or Drill Team Sponsor shall be responsible for:

- a. Thirty (30) assigned periods per week.
- b. Homeroom.
- c. Perform at a minimum of five (5) home athletic events and/or performances.
- d. Participate in the Student Activities Program sponsored competition.

21. Elementary Safety Council. The Elementary Safety Council Sponsor shall not be a bus coordinator, except by mutual agreement of the Principal and the sponsor. Elementary Safety Council Sponsor will be responsible for:

- a. Creating and supervising an effective Student School Safety Council.
- b. Organizing and supervising School Safety Patrol.
- c. Conducting bi-monthly meetings with entire membership.
- d. Preparing and participating in school "Awards Programs.

22. Elementary Building Differentials. A joint CTU/District subcommittee will be formed to determine the allocation of funds for Grade Level Chairpersons of \$175,000 commencing with the second semester of the 2000-01 school year; \$350,000 with the commencement of the 2001-02 school year; and \$400,000 with the commencement of the 2002-03 school year.

- a. There shall be in every elementary school (defined as a site with Pre-K /K-5 grades) differential positions called Grade Level Chairpersons. The number of Grade Level Chairperson positions in each elementary school shall be determined by written mutual agreement between the Principal and UCC. Grade levels may be grouped or clustered together (eg. K&1, or 1-3, or 4&5, etc.) for purposes of this Agreement.
- b. Grade Level Chairpersons shall be elected on an annual basis from among the homeroom teachers in each grade or grade cluster by a secret ballot vote of the teachers in that grade level or cluster.
- c. The Grade Level Chairperson shall act as the liaison between those grade level teachers and the building administrator(s), coordinate activities

and information for the respective grade level(s), collect and maintain data relative to the grade level assessments, and help acclimate teachers new to the grade(s).

d. Compensation shall be based on the number of homeroom teachers in the grade level/cluster.

All such compensation shall be paid by separate check following the completion of the school year but no later than July 15th of each year.

## **ARTICLE 24**

### **WORKING CONDITIONS FOR SPECIAL GROUPS NON-CERTIFICATED PERSONNEL**

Non-certificated personnel are all paraprofessionals and driver training roadwork instructors.

#### **Section 1. Paraprofessionals.**

A. Definition. Paraprofessionals are classified employees who are trained to provide assistance to a teacher or administrator in carrying out program objectives, program related clerical duties, student supervision and classroom control. The term “paraprofessionals” excludes social workers and sign language/educational interpreters and includes the following classifications:

1. Instructional Aide. Employees who possess skills or training to meet the specific educational needs of students and/or to compensate for the lack of specific teacher skill (e.g., bilingual education, Alternative to Suspension Program, etc.).

2. Instructional Assistant. Employees who are trained to provide assistance in specific programs. The objectives of the Instructional Assistant are program-based and state standard driven (e.g., Special Education: learning disability, multi-handicapped, hearing impaired, etc.).

3. Instructional Technician. Employees who are specifically trained in a technical or vocational area.

The objectives which instructional technicians seek are program-driven (e.g., carpentry, computer repair, etc.).

4. Educational Aide. Employees who are trained to provide assistance in the implementation of broad educational programs (e.g., affirmative reading, etc.). Educational Aides include staff assistants assigned to work at the discretion of the Administration and aides assigned to assist a teacher including such clerical duties as directed

by the teacher.

5. Building Administrator's Aide. Employees who provide assistance in maintaining order in the cafeteria and study halls and perform other routine administrator support tasks as assigned by the Principal, Assistant Principal or teacher.

6. Day Care Technicians. Employees who assume major responsibilities in providing educational services to infants, toddlers, and preschool age children. (Qualifications include an Associate Degree in Early Childhood Education).

7. Parent Technician. Employees who provide assistance in development and execution of effective parent training programs, and establish and maintain activities of an on-going Parent Resource Center.

8. School Staff Aide. Employees who provide selected support services to administrative staff in specialized areas including parent involvement, parent in-service, student enrichment activities and other areas to address unique school-related needs.

9. Parent Education Aide (Counselor). Employees who serve as liaisons between project and community agencies, organize meetings of project parents, and provide information to parents about the District's special services (psychological testing, language assessment, and motivational programs).

10. Camp Aide. Employees who assist in the instruction and supervision of students in all resident and school site camping activities and assist teachers with the instruction of students in experimental education and adventure-based counseling.

11. Attendance Workers.

a. Attendance workers are not required to transport pupils or student teachers in private conveyances.

b. A conference type committee shall be formed with Union representatives of attendance workers for all Attendance Districts to meet with the head attendance workers and the Supervisor of Attendance on a regularly scheduled basis to discuss working conditions for improvement relevant to the performance of their responsibilities. This committee shall, by September 1, 2000, have the sole and exclusive right to change the official name of "Attendance Workers" to any other title it deems appropriate,

or keep the title the same.

c. Any Attendance Worker not notified of lay off by May 15 of any year is guaranteed employment for the following year, except in cases of termination for cause through due process.

B. When paraprofessionals are employed under a federal or state program, the job responsibilities shall be defined as in the program guidelines.

C. Paraprofessionals shall be subject to a sixty (60) day probationary employment period beginning with their initial date of employment. Immediately prior to an instructional assistant's initial assignment, the instructional assistant will job shadow for two days with an instructional assistant who is assigned to a unit with the same responsibilities and job duties as the new instructional assistant's unit. Paraprofessionals may be dismissed at any time during their probationary period and such dismissal shall not be subject to evaluation procedures.

Any such dismissal shall not be appeal able or subject to the grievance procedure.

D. Procedure for Discharge of Paraprofessionals.

1. Except for compelling reasons, no paraprofessionals shall be terminated from employment for incompetence or disciplinary reasons without a written evaluation by a Principal, supervisor and/or project manager, indicating any necessary improvable area. Paraprofessionals shall be given a reasonable period to demonstrate improvement of performance.

2. Paraprofessionals may request a conference to discuss an evaluation. Such request must be made within five (5) school days of receipt and the conference must be held within five (5) school days of the request.

3. When the Administration believes that a compelling reason exists, other than alleged substandard performance, for not following the evaluation procedure, the Administration shall schedule a due process hearing to examine reasons for the proposed termination and shall notify the CTU President, or designee, or if the President or designee is unavailable, shall notify the CTU Director of Grievances, at least three (3) school days before said hearing, unless there is mutual agreement upon an earlier hearing.

4. These provisions will not apply to job abolishments or lay-offs.

E. Paraprofessionals shall have the same rights concerning

their files as teachers have for their Human Resources files.

F. Paraprofessionals are assured employment for the school year in which they are employed, but not necessarily at the same job site. Termination of employment during the school year is not precluded by this Agreement if the District has just cause and a due process procedure is used (any such termination of employment shall be processed through the Division of Classified Personnel).

G. Seniority for paraprofessionals shall be the number of consecutive years of employment within the classification in the District. In computing paraprofessional's seniority, the following shall be adhered to:

1. Military service in time of national emergency, or call to active duty in the armed services, shall be credited as full time in determining seniority when the paraprofessional's service is interrupted.
2. In the event of a leave of absence, the paraprofessionals shall retain the seniority acquired at the time of taking leave, and the leave of absence shall not constitute a break in continuous employment.
3. Paraprofessionals who resign their positions and are later re-employed shall lose that seniority acquired before resignation except where reemployed for the school year consecutive to that of the resignation.
4. Upon return to the District, a paraprofessional who has resigned shall be granted salary credit for up to seven (7) years actual experience in the District.

H. When paraprofessional lay-offs are necessary, seniority within classification shall prevail. Paraprofessionals shall be laid-off first in inverse order of seniority within the classification. Paraprofessionals on lay-off status as of September 1, 1996, shall be recalled pursuant to the Agreement under which they were laid-off.

An exception to the seniority based lay-off procedure described above shall be made in the case of the lay-off of Instructional Aides. Instructional Aides shall be laid off in the reverse order of system seniority within the language of assignment. Language needs shall be determined by the District.

When positions for paraprofessionals are available, priority will be given in order of classification seniority to those who have been laid off before consideration to new applicants is given. Further, where a laid-off paraprofessional has the ability and the qualifications, he/she shall

have priority over a new applicant to any open paraprofessional position.

I. Paraprofessionals may request transfer to various paraprofessional assignments for the following school year on a form returned to Human Resources by April 1 if the applicants meet the specific qualifications of the vacant position. Where the applicants meet the specific qualifications of the position, seniority shall be the prevailing consideration. Paraprofessionals shall not be transferred against their will without cause.

J. Full-time paraprofessionals shall work seven and three-fourths (7 and 3/4) hours per day, excluding lunch (38 and 3/4 hours per week). A minimum of thirty (30) minutes uninterrupted unpaid time shall be provided each day for lunch for all full-time paraprofessionals.

K. Paraprofessionals shall not be used to perform work normally performed by regular office clerical staff, lunch aides, custodial staff or security guards.

L. The District shall make a good faith effort to identify and employ substitutes for paraprofessionals. Substitutes for paraprofessionals shall be made available when mandated by law. Paraprofessional substitutes shall be eligible for health care benefits as stated Article 29, Section 1 (D).

M. Any paraprofessional not notified of a lay-off by May 15 of any year is guaranteed employment for the following year, except in cases of termination for cause through due process. Paraprofessionals shall be sent notice of personnel action as in the past.

N. Educational Aides.

1. Educational Aides, assigned within a secondary school pupil-teacher ratio, should have a portion of their assigned time to work with teachers in each department of the school. Emphasis should be placed on assigning Educational Aide time to those departments having unique problems not common to all departments in the school. Educational Aides shall not be used as office clerical staff, custodial staff or security guards.

2. Educational Aides may not be used in place of classroom teachers (Ohio Revised Code 3319.088).

3. If the number of summer school applicants exceeds the number of summer school positions within specific programs, summer assignments shall be made within programs by seniority on the following basis:

a. Building – First consideration is given to Educational Aides assigned to the program in



the building where a particular program is being offered for the summer;

b. System – If there are no Educational Aides assigned to a program at a building where a summer program is offered, then the most senior Educational Aides assigned to that program outside of the building who have applied for summer positions shall be selected.

O. Paraprofessional Personal Needs. Paraprofessionals shall be provided reasonable opportunities to attend to personal needs during the course of the working day.

P. Paraprofessional Career Ladder. The Paraprofessional Career Ladder shall be implemented within the guidelines determined by the Paraprofessional Career Ladder Committee. During the term of this Agreement, the District shall continue this program in the amount of \$100,000 per year.

*(Appendix C)*

Q. Professional Days. Paraprofessionals shall be required to participate in mandatory professional development days on the same days as teachers and shall be compensated for same as part of their annual rate.

R. Supplies. Disposable gloves, masks, disinfectant soap and other related materials shall be made available in all facilities in which paraprofessionals toilet students.

S. Collaboration Training. If grant funds are obtained for this purpose, or funds are identified in a school's approved AAP for this purpose, the District shall institute teacher-paraprofessional training in collaboration when a teacher or a paraprofessional do not have previous collaboration experience. This training will be coordinated by written mutual agreement between the administration and the Paraprofessional UCC.

T. Lifting Training. Paraprofessionals whose job postings require lifting students shall receive appropriate training in techniques for lifting and assisting students in moving.

U. Paraprofessionals Assigned to Special Education Classes. Paraprofessionals assigned to special education classes shall receive training as defined by the JSEC during the professional days included in the District and/or building calendar.

## **Section 2. Driver Training Roadwork Instructors.**

A. Roadwork instructors may be used only for roadwork instruction activities.

B. Roadwork instructors shall not be responsible for the evaluation of other roadwork instructors.

C. When a driver training car is used, it shall be returned

in the same condition relative to cleanliness and fuel as it was when borrowed.

D. When only one (1) pupil reports for roadwork instruction, and that pupil is of the opposite sex of the instructor, the pupil shall be temporarily reassigned to an instructor of the same sex, if available, or the class shall be canceled.

E. Roadwork instructors as well as certified driver education teachers may apply for night school driver education positions.

F. Seniority of roadwork instructors shall become effective the date of their employment and shall be determined and applied as follows:

1. Military service in the time of national emergency, or call to active duty in the armed services, shall be credited as full time in determining seniority, when the teaching service is interrupted.
2. In the event of a leave of absence, the roadwork instructor shall retain the seniority acquired at the time of taking leave, and a leave of absence shall not constitute a break in consecutive employment.
3. Roadwork instructors who resign their positions and are later re-employed shall lose that seniority acquired before resignation.

G. In order to meet the State of Ohio requirements regarding the required hours in observation and roadwork instruction in Driver Education, it is recommended that roadwork instructors assist guidance counselors in Driver

Education programming whenever possible.

H. It is desirable to apprise the school and community of the Driver Education Program and its requirements whenever it is possible. Roadwork instructors should be provided with the opportunity to speak to the PTA, Student Council and other school and community organizations as scheduling and time permit.

I. Whenever roadwork instructors have the problem of canceled classes or other irregularities in their schedules, they shall notify the building Principal.

J. Guidelines for the distribution of cars will be mutually agreed upon by the UCC of the roadwork instructors and the supervisor of Driver Education.

1. Cars will be distributed equitably.

2. Malfunctioning must be reported and recorded.

3. Outside rearview mirrors equipped when possible.

K. When available, subs will be provided so that students will meet required time standards.

L. Adjustments of school assignments should be made during the school year recognizing building seniority.

## **ARTICLE 25**

### **COMMITTEES AND PROJECTS**

#### **Section 1. Joint Committee for School Climate Improvement Projects (JCSCIP).**

A. The District and the CTU will set up a Joint Committee for School Climate Improvement Projects (JCSCIP).

B. The JCSCIP will consist of five (5) representatives selected by the CEO and five (5) representatives chosen by the CTU.

C. The District will provide technical assistance as available in both the application and implementation process.

The CEO will designate appropriate staff members to assist this committee.

D. The JCSCIP will set up a process of monitoring and evaluating the projects. The JCSCIP will also set up a process to collect information and distribute the results of the projects.

E. Release time will be provided for committee members' activities, if possible.

#### **Section 2. Divisional Committee.**

A. At each divisional level, there shall be formed a standing committee which meets a minimum of once every three (3) months with the Regional Superintendent, a Principal, and an Assistant Principal to address problems which are long-standing or have developed in the division.

Each divisional committee shall include four (4) full-time CTU bargaining unit members, whose job assignments are within the relevant division, selected by the CTU.

B. The divisional committees shall provide input relevant to all proposals or plans of the District which directly or indirectly affect the schools of that division. The committee will further evaluate the impact of such issues with regard to students, staff, parents, and educational policy.

The divisional committee shall make recommendations to the CEO and the CTU Executive Board about modifications or abandonment of any specific plan or program.

**Section 3. Medicaid Provider Committee.** A joint committee, made-up of at least one (1) member of each Medicaid provider group, will be established to make recommendations to the Community Alternative Funding System for approval by the end of the 1996-97 school year. The CTU President (or designee) and the CEO (or designee) will determine the make-up of the committee.

**Section 4. Joint Middle School Transition Committee.** The District and the CTU shall establish a Joint Middle School Transition Committee (JMSTC) comprised of equal numbers of CTU representatives and administrators. This Committee may make timely recommendations to the President of the CTU and the CEO relevant to the plans and practices for the implementation of the middle school concept, including but not limited to:

- Core team leaders including selection, responsibilities, training and compensation.
- Core team responsibilities.
- Core team time line for core team selections.
- Exploratory teacher coordinator.
- School planning time or other strategies so that teachers may have core team planning time.
- Professional development and collaboration for core teams and core team leaders.
- The creation of a subject area specialist.
- The appropriate mix of subject area certified teachers and elementary certified teachers in a middle school.
- Strategies to balance the fiscal realities of the District with the need for smaller middle schools, including the possible recommendation of more middle school facilities.
- Cooperative planning time for regular and Special Education teachers.

The president of the CTU shall appoint one (1) middle school teacher as co-chair of JMSTC and the CEO shall appoint one (1) middle school Principal as co-chair. Each

co-chair shall then appoint the remaining committee members. A Regional Superintendent will facilitate the work of this committee.

**Section 5. Recruitment.** The District and the CTU agree to revitalize the Joint Committee on Teacher Recruitment. The committee will review the District's recruitment plan. The committee's recommendations shall be given to the CEO and the CTU President who may agree to implement the plan. One component of the plan shall include the external recruitment of teachers. A second component of the plan shall include the encouragement of students to appreciate and enter the teaching profession. Cleveland teachers will be utilized in the effort as indicated in the plan. If the Board allocates funds, up to four teachers selected by the Joint Committee may be released as recruiters. In addition, in any year in which the District has at least 200 open positions, the District and the CTU shall jointly identify up to eighty new teachers (defined as teachers in their first, second or third year of teaching in the District) to return to the college or university where they obtained their education for purposes of recruiting new teachers. The identified teachers will receive release time, reimbursement for expenses and a stipend of at least \$100.

**Section 6. Joint Committee on Class Size Reduction and School Performance/Attendance Incentives.** This committee shall be comprised of six members, three appointed by the CTU President and three appointed by the CEO. One of the functions of the Committee is to seek necessary funding from federal, state and local sources to reduce class size and to research the availability of community resources. In addition, this Committee will determine how to recognize schools that excel in educating Cleveland's children. For each of the 2001-02 and 2002-03 school years, the District will appropriate one million dollars (\$1,000,000) in each year for this purpose. In determining eligibility for school performance/attendance incentives, the Committee will consider all factors which have an impact on student success including, but not limited to, student achievement, student attendance, and such other items as might be agreed upon by the CEO and the CTU President. The Committee is also charged with determining possible forms of recognition for eligible buildings. The Committee shall make written recommendations to the LMC for approval. The recommendations of the LMC shall then be provided to the CTU President and the CEO for final approval. Over the life of this Agreement, funding not used

in the 2001-02 school year will be carried forward to the next school year through June 30, 2003.

**Section 7. Joint Committee on Child Development**

The purpose of this committee is to develop and expand a rigorous academic preschool program that prepares all CMSD students to enter kindergarten with the literacy and mathematics skills necessary to excel. In order to accomplish this, the CTU and CMSD agree to formulate The Joint Committee on Child Development that will be comprised of the following: pre-school teacher, kindergarten teacher, special education teacher, and three administrators from the district's division of curriculum and instruction. This committee has the ability to invite in additional resource individuals as necessary. The Joint Committee on Child Development will have the following charges. By April 30, 2007, the committee shall establish an academic pre-school curriculum that focuses on literacy and mathematics with accountable outcomes that exceed national and state academic standards including benchmarks and assessment tools. By June 30, 2007, the committee shall develop, with CTU and CMSD approval, a monthly professional development schedule and agenda that insures full implementation of the developed curriculum. On an annual basis, the committee shall review the district's preschool program and professional development plan and recommend modifications which will increase student achievement gains to CTU and CMSD.

Beginning with 2007/08 school year, the district will begin to phase in a early childhood development unit into every K-8 building.

**Section 8. Differential Job Description Subcommittee.**

A subcommittee composed of six (6) members, three (3) appointed by the CTU President and three (3) appointed by the CEO, will be formed to align differential job descriptions in this Agreement with the postings.

**ARTICLE 26**

**SEVERANCE PAY**

**Section 1. Retirement Incentive.** Upon retirement, with a minimum of ten (10) years retirement credit with the District, all bargaining unit members will receive a cash payment equal to the value of 30% of their accumulated sick leave credit. This payment will not exceed \$30,000.

**Section 2. Calculation.** The calculation of severance pay based on accumulated but unused sick leave shall be made on the basis of each eligible employee's regular daily base rate of pay at the time of retirement.

**Section 3. Notice.**

A. Severance pay will be given to those employees who have given the District reasonable advance written notice, on such forms as may be prescribed by Human Resources.

B. Individual employees who may qualify for severance pay based on accumulated but unused sick leave will be notified of eligibility at the time that notice of retirement is given to the District.

**Section 4. Receipt.** Individual bargaining unit members who are eligible

will receive their severance pay within two and one-half months of their effective date of retirement.

**Section 5. Annuity.** The District will cooperate in every way with individuals who wish to legally shelter severance pay through use of a 403(b) account.

Beginning with the 2007/08 school year, CMSD will sponsor a severance pay deferral plan for bargaining unit members turning 55 or older in the year of retirement. Details are found in Appendix S.

**Section 6. Death Benefit for Sick Days.** The beneficiary of a bargaining unit member who was otherwise eligible to collect STRS/SERS service retirement at the time of his or her death is entitled to the severance pay for sick days exactly as if the member who was eligible for retirement from the District had retired the day preceding his/her demise.

## **ARTICLE 27**

### **SUMMER AND NIGHT SCHOOL PROCEDURES**

**Section 1. Eligibility.** All teachers are eligible to apply for summer school employment. Teachers will be chosen for summer school teaching positions at a meeting of summer school Principals. A list provided by data processing will indicate the Cleveland teaching experience of all applicants and will guide Principals in their selection of staff according to their seniority.

A check by summer school personnel of all remaining applications against this list should preclude immediate assignment of teachers with less seniority in a given subject area over those with more seniority.

#### **Section 2. Appointment Guidelines.**

Summer school appointments will be made according to the following guidelines developed by representatives of the CTU and the District.

A. Secondary teachers will be appointed to summer school assignments by system seniority according to the following eligibility requirements:

1. Each teacher must have taught in the area of certification/licensure of the subject being offered in summer school in any one (1) of the preceding three (3) regular school years.
2. Summer school subject area needs.
3. Teacher qualifications.
4. School preferences of teacher.

B. Elementary teachers will be appointed to summer school assignments by system seniority according to the following eligibility requirements:

1. Each teacher must have served as a full-time classroom teacher in any one (1) of the preceding three

(3) school years.

2. Teacher qualifications.

3. School preference of teacher.

Middle school teachers with elementary certification/licensure are eligible to teach subjects in grades seven (7) or eight (8) summer school.

**Section 3. Appointment Procedures.**

A. A commitment of summer assignment by Human Resources will guarantee a teacher an appointment for the summer. However, a change in school or assignment may occur if a class does not materialize.

B. No later than March 31 of each year the District will notify the CTU if it desires to bargain over changes in working conditions for that year's summer school. Summer school applications will be sent to the buildings and distributed no later than April 20 of each school year. Applications will be returned to Human Resources by the last Friday in April (with appropriate adjustments for spring break as necessary).

No later than the third Friday of May, each teacher shall be notified if he/she has a summer school assignment. Each teacher who declines the assignment must do so by June first of each school year by giving to his/her Principal the appropriate form. Final summer school assignments shall be made, and the teachers involved notified by no later than June tenth of each school year.

C. Teachers will also be able to indicate if they will accept a substitute position if all regular positions for which they are qualified and have indicated a preference for are filled. Those so indicating will be hired as substitutes in order of seniority. Vacancies occurring after the initial organization and staffing of summer school will be filled as were the original positions. Only the official application form may be used unless altered by mutual agreement of the administration and the Union.

D. The official application form will be agreed upon by the administration and the Union by April 15 of each year.

E. If night school is to be offered in summer school, teachers qualifying for a position will get their choice of day or night school. If day school is filled, teachers shall have a choice of night school or substituting as in "C" above.

F. Applicants whose summer applications were received after the date set by Human Resources will be considered for employment only after those applicants whose applications were received by the deadline date;

G. In the event a teacher with less seniority has been hired, through a calculation error, over a teacher with greater



seniority, the teacher with greater seniority shall be hired immediately. A grievance on this matter will be submitted directly to the central office for immediate action.

**Section 4. Administrators Replacing Teachers.** No administrator shall replace a teacher in a teacher position during summer school.

**Section 5. Organization Meetings.** Summer school organization meetings shall be held on the first day of summer school.

**Section 6. Summer School Representation.** The CTU shall continue to have representation on the Summer School Planning Committee.

**Section 7. Night School.** Night school positions shall be posted and filled using the summer school procedures and qualifications.

## **ARTICLE 28**

### **PAID HOLIDAYS**

**Section 1. Bargaining Unit Members.** The school year shall include the following paid holidays for bargaining unit members (Excluding Substitute Teachers except as specified in Section 3):

- A. Labor Day
- B. Veterans' Day\*\*
- C. Thanksgiving
- D. Friday after Thanksgiving
- E. Christmas Day
- F. New Year's Day
- G. Martin Luther King, Jr. Day
- H. Presidents' Day
- I. Good Friday
- J. Memorial Day

\*\*Veterans' Day will be observed in years when it falls on a Friday, Saturday, Sunday or Monday. In years when Veterans' Day falls on a Tuesday, Wednesday, or Thursday, the District will observe Discoverer's Day. In years when Veterans' Day is not officially observed by the District, bona fide veterans will have the opportunity to utilize a Special Privilege Day to participate in Veterans' Day events.

**Section 2. Summer School.** July 4 will be a paid holiday for bargaining unit members employed for summer school.

**Section 3. Substitute Teachers.** Under the following conditions, substitute teachers will be reimbursed for those holidays designated above: 1) the specific substitute assignment is for six (6) or more consecutive days; 2) the specific substitute assignment is interrupted by one of the designated

holidays; 3) the specific substitute assignment must continue at least one day after the holiday.

## **ARTICLE 29**

### **EMPLOYEE BENEFITS**

**Section 1. Eligibility.** For the purpose of this section regular employees entitled to employee benefits shall be defined as follows:

A. All certificated bargaining unit members employed prior to December 31, 1996, who work between 19 and 30 hours per week will be eligible for health insurance coverage (and are eligible for dental and vision care benefits) on the same terms as full-time employees. Certificated employees hired after January 1, 1997, who work 19 hours or more per week, shall also be eligible for Kaiser only single or family health insurance coverage.

B. Non certificated CTU bargaining unit members who work between 19 and 30 hours per week are eligible for single or family coverage from Kaiser on the same terms and conditions as full-time employees.

C. Employees Holding Two or More Positions. When an employee holds two (2) or more positions the determination of regular status is based on each separate assignment and not on a combined basis.

D. Substitute Health Care Benefits. A substitute will be eligible to purchase health care benefits from the District after five (5) consecutive days in the same assignment. After 60 consecutive days in the same assignment he/she is entitled to full employee benefits. For health care purposes the substitute is eligible to enroll for health care benefits on the sixty-first (61) day in the assignment. He or she must enroll within thirty (30) days of becoming eligible for health care. Coverage is effective on the first of the month following the thirty (30) day enrollment period. A substitute may obtain health care coverage over the summer by assuming the cost of such coverage at the District's group rate. (Article 23, Section 10.)

E. Working Spouse Insurance Coverage

1. Effective January 1, 2008 and except as provided in Sections 7 and 8 below, if a bargaining unit member's spouse is eligible to participate (either as a current employee or retiree) in group health insurance and/or prescription drug insurance sponsored by his/her employer or retirement plan provider, the spouse must enroll in such employer or retirement plan sponsored group insurance coverage(s). The spouse is not required to enroll in family coverage in his/her employer or retirement plan sponsored group insurance coverage(s); nor is the spouse required to cover children.

2. Upon the spouse's enrollment in any such employer or retirement plan, that plan will provide primary coverage for the spouse and the District's plan will provide secondary coverage so long as the bargaining unit member is enrolled in the District family coverage.

3. During the open enrollment period, every bargaining unit member who has family coverage which includes a spouse who participates in the District's group health insurance coverage and/or prescription drug insurance coverage shall complete and submit to the District a written declaration verifying whether his/her spouse is eligible to and shall participate in group health insurance coverage and/or prescription drug insurance coverage sponsored by the spouse's employer or retirement plan provider, effective not later than January 1, 2008.
4. Any bargaining unit member whose spouse becomes eligible for any employer/retirement plan sponsored coverage after the open enrollment period shall notify the District within thirty days.
5. If a member submits false information about his/her spouse or fails to timely notify the District of a change in the spouse's eligibility for employer or retirement plan sponsored group health and/or prescription drug insurance coverage, the member may be subject to disciplinary action up to and including termination. In addition, the bargaining unit member shall be personally liable to the District for reimbursement of the costs of benefits and expenses. The bargaining unit member's spouse shall also be immediately terminated from the District's group health insurance and/or prescription drug insurance coverage. Any action taken pursuant to this section shall be subject to Articles 6 and 18.
6. Any spouse who fails to enroll in any group insurance coverage sponsored by his/her employer or retirement plan provider, as required by this section, shall be ineligible for benefits under the group insurance coverage sponsored by the District.
7. Any bargaining unit member who selects family coverage provided by Kaiser shall not be subject to the provisions in Article 29 Section 1 (E).
8. Any bargaining unit member whose spouse is a retired CMSD employee with at least 10 years of full-time service with CMSD and whose spouse is eligible for STRS or SERS health care and/or prescription benefits may elect to cover the spouse as primary. The retired spouse does not have to enroll in the STRS or the SERS health care and/or prescription plan. However, if the retired spouse should become employed, he/she is required to enroll in his/her employer's health care and/or prescription plan for single coverage, as provided in Sections 3 and 4 above.

**Section 2. Medical Insurance.**

A. Subject to the limitations of Section 1 and Section 2(E), during the enrollment period each year (November), each eligible employee, may elect either single or family coverage from one of the following health care provider plans: Aetna, Kaiser Permanente HMO, Medical Mutual SuperMed Select or Medical Mutual SuperMed Plus. The level of health insurance, prescription drug insurance, dental, and vision coverage provided, or in the case of self-insurance, under the self-insurance program, will be the same as provided on June 30, 2007. These benefit levels are set forth in Appendix T. All pre-existing conditions will be covered unless currently restricted by HIPAA guidelines.

Employees who enroll in either single or family coverage will pay the following monthly premiums:

<b>Provider</b>	<b>Single Coverage</b>	<b>Family Coverage</b>
<b>Aetna</b>	<b>\$15.00</b>	<b>\$30.00</b>
<b>Kaiser</b>	<b>0.00</b>	<b>\$10.00</b>
<b>MMO SuperMed Plus</b>	<b>\$15.00</b>	<b>\$30.00</b>
<b>MMO SuperMed Select</b>	<b>\$15.00</b>	<b>\$30.00</b>

All employee contributions are made by payroll deduction. (See Appendix T for level of health care benefits.)

B. Health Care Coverage Stability. With the concurrence of the CTU, the District may drop any health care provider during the term of this Agreement. If the district wishes to add any new providers, the CTU will be involved in the bidding process and the selection of providers.

C. Self-Insurance. The District may explore and implement self-insurance for any or all components of its health insurance program including medical, prescription, dental, and vision, provided (a) the level of benefits and services set forth in this agreement or any extensions thereof and the respective Certificates of Coverage are equal to or better than those in effect on June 30, 2007; (b) the disruption analysis of the non- Kaiser network of providers and facilities is less than ten percent; (c) the self-insurance network will include both the University Hospitals Health Systems Network and the Cleveland Clinic Health Systems Network; (d) all pre-existing conditions will be covered unless currently restricted by HIPAA. The CTU will be involved in the development of the self-insurance program. Notwithstanding the above language, Kaiser shall remain as an option through the end of the 2009-2010 school year and shall not be considered as part of the disruption analysis.

D. Opt-Out Option. During the enrollment period each year, employees will be provided with the option of declining health insurance coverage for the ensuing year. Such elections are irrevocable until the next annual enrollment period. If the employee declines coverage for the year, he/she shall receive two semi-annual payments of \$250.00. These payments will be made in April and October. If the employee elects to change his/her coverage from family coverage to single (but would otherwise be eligible for continued family-coverage), he/she will receive two semi-annual payments of \$125.00, payable in April and October. Any employee who has opted-out and has any change in spousal coverage may be eligible to re-enroll within the current year of employment provided that the employee returns a pro rata share of the payments received pursuant to this Section.

E. Durable Medical Equipment. (Appendix T.)

F. Hard Audit. During the open enrollment period, the District shall have the right to conduct a hard audit requiring employees to produce acceptable documentation to

establish eligibility for coverage for the employee as well as any claimed dependents and/or spouse. The required documentation may include, but is not limited to, birth certificates, custody decrees, marriage licenses, working spousal coverage, and/or verification of student status.

**Section 3. Prescription Drug Plan.** (Appendix T.)

**Section 4. Shared Savings.** An employee shall be eligible to receive a payment from the District equal to one-half (1/2) of up to \$500 in savings recovered by the District where the savings result from the identification by the employee of errors in his/her hospital/surgical/medical bills.

**Section 5. Vision Care.** All employees will be covered by a vision care program administered through a provider mutually agreeable to the parties. The District will pay the full cost of this program. The level of vision care benefits shall be the same as provided in the previous Collective Bargaining Agreement between the District and the CTU as provided by Spectera. (Appendix T.)

**Section 6. Dental Plan.** (Appendix T.)

**Section 7. Blood-Borne Pathogen.** The District will follow its blood-borne pathogen exposure control plan when an employee has been involved in an exposure incident.

**Section 8. Section 125 Plan.** The District agrees to provide an IRS Section 125 plan with respect to employee insurance premium payments as well as child care and dependent care expenses under applicable provisions of the Internal Revenue Code. Employees who are enrolled in health insurance plans that require the employee to pay a portion of the monthly premiums may elect (on forms prescribed by the District) to have such payments deducted on a pre-tax basis to the maximum extent permitted by federal and state law. Employees may also elect (on forms prescribed by the District) to pay documented child care and dependent care expenses of up to \$5,000.00 per year on a pre-tax basis (or to the maximum extent permitted by law), provided that such expenses meet the requirements set forth in the applicable Internal Revenue Code and regulations. Employees may also elect (on forms prescribed by the District) to pay documented dental and vision care expenses and up to \$50,000 worth of life insurance per year with before-tax dollars through the District's Section 125 Plan, consistent with applicable federal law.

**Section 9. Life Insurance.** The District shall underwrite the cost of \$10,000 group life insurance policy for all regular employees. The District also will provide employees with the option of purchasing up to \$150,000 of life insurance through payroll deduction.

**Section 10. Extended Coverage.**

A. Automatic Summer Coverage. Both hospitalization and group life insurance protection will be extended into the summer months for covered persons employed in positions which are normally school year active only. This includes personnel as defined in Section 548 of the Administrative Code.

This extended coverage will terminate in September should the employee fail to return to active payroll status at that time. Any payroll deductions being made for hospitalization and/or group life insurance will be effected on a monthly basis during the school year with a triple deduction being made in June to cover the summer months.

B. Inactive Payroll Status. Hospitalization and life insurance coverage may be continued for any employee who becomes payroll inactive (such as resignation or a leave of absence) as follows:

1. In order to continue hospitalization the inactive employee will have to pay directly to the hospitalization agency the bill that will be received from them.
2. In order to continue life insurance coverage the inactive employee must contact the insurance company and complete conversion requirements within thirty-one (31) days from the last day of active payroll status.

C. Resignation and Retirement.

1. Teachers who resign after June 15th will continue to receive District-paid hospitalization through August (subject to the conditions set forth in Section 2 herein).
2. Teachers who retire as of July 1st, will continue to receive paid hospitalization through August (subject to the conditions set forth in Section 2 herein).

**Section 11. STRS Payments.** The District agrees to pay the employee's share of the payment to the State Teacher's Retirement System (STRS) in accordance with Ohio Attorney General's Opinion 82-097.

The District shall offer the option to purchase STRS/SERS credit through tax-deferred payroll deduction.

**Section 12. Joint Effort for Improvement.**

A. The District and the CTU shall work jointly to gain legislation to improve retirement benefits, improve employee benefits, increase state aid, and extend employee benefits to retired teachers.

B. It is hereby agreed that the District and the CTU shall

jointly explore, and encourage the receipt of, new sources of District revenue. This will be accomplished through the auspices of the conceptually agreed upon "Joint Committee on Lobbying," and with the inclusion of other interested parties (e.g., members of other employee groups, including CCAS, parent representatives, District representatives, and business/community representatives).

C. A Health Care Subcommittee shall be established with five members appointed by the CEO and five members appointed by the Presidents of the five largest unions representing District employees, each President to appoint one member. Additional representatives may be invited to attend by agreement of the management and Union representatives. The Subcommittee shall review and make recommendations to the CEO and the Union Presidents regarding (1) mandatory re-enrollment; (2) opt-out options; (3) modifications to any portion of this Article that will enhance benefits and/or control costs. Changes could include increased use of mail order prescriptions, drug deductibles, and such other modifications as the committee may want to consider; (4) conversion to a pharmacy benefit manager format; and (5) such other matters as the Subcommittee may elect to explore.

The Subcommittee's first task shall be to determine the most efficient, accurate and cost effective method of completing benefit re-enrollment for all of the District's employees.

The Subcommittee will submit its report for the reenrollment process to be followed to the CEO and the

Presidents of the five largest unions representing District employees by February 1, 2001. If the CEO and each of the five Union Presidents are unable to unanimously agree to the terms of re-enrollment, then the last best offer of the District and the Unions shall be submitted to an arbitrator for final, binding arbitration with the arbitrator selecting either the District's or the Unions' proposal.

Implementation shall take place as soon as is practicable.

Should the Subcommittee propose or recommend a change in any benefit level set forth in this article, the change requires the approval of the CEO and the Presidents of the affected Unions.

Any recommended changes regarding this Article shall require the affirmative vote of (a) each and every one of the five (5) union Presidents and (b) the Chief Executive Officer. If the parties agree upon such a change but dispute what, if any, future improvement should be made with the savings, if any, resulting from the change(s), the amount of

the savings, the amount of the savings to be applied to future improvements or the projected costs of such future improvements, the majority of the unions or the CEO may determine to submit the matter to arbitration. All Unions involved will present one position and will select one representative at such arbitration and 20 days in advance will identify the issue or issues to be arbitrated on behalf of all unions.

The CTU agrees that any savings realized from the modifications negotiated into Article 29 have been used to fund a part of the wage increase.

**Section 13. Legal Defense.** The District will continue to comply with Ohio Revised Code Chapter 2744.

**Section 14. Certification/Licensure Funding.** The District will offer a certification/licensure program as a pilot program. Up to fifty (50) bargaining unit members who decide to seek certification/licensure in a “high need” subject area, as defined by written mutual agreement of the District and the CTU, (e.g., Special Education, science, mathematics and bilingual education) are eligible for the District’s certification/licensure program in any given school year. This program provides funding for the cost of obtaining the certification/licensure up to a maximum of five thousand dollars (\$5,000) per employee. To be eligible, the employee must be continuously employed by the District while seeking the certification/licensure and continue in employment for five (5) years after becoming certified/licensed. In addition, if a position within the “high need” area becomes vacant and is offered to the bargaining unit member, she/he must accept the position.

The interested employee may apply for assistance in securing the certification/licensure in the high-need area with the District’s Professional Development office by filing a Professional Development Plan outlining the proposed course of study to obtain the certification/licensure, including a proposed timeline for completion. If accepted, the employee will be provided funding, up to one thousand two hundred and fifty dollars (\$1,250) (less any applicable taxes) for each quarter of the certification/licensure program. Should the bargaining unit member not continue to progress toward completion of the program leading to the additional certification/licensure, or should the bargaining unit member leave employment with the District less than 5 years after receiving the additional certification/licensure, the teacher will be obligated to repay all monies received, either through a deduction from his/her paycheck(s) or other legal means.

**Section 15. Mileage.** All bargaining unit members who



are required to travel on school business (excluding travel to and from home) as part of their job responsibilities will receive the Internal Revenue Service mileage rate in effect on September 1 of that school year. Bargaining unit members who choose to accept a second District position (for example, regular classroom teachers who accept adult education positions) are not eligible for mileage when traveling from the primary position to the additional position.

**Section 16. Parking Expenses.** The District shall provide a monthly parking pass during working months to any CTU bargaining unit member involuntarily assigned to the Lakeside Administration Building as their primary assignment. Bargaining unit members who are reassigned to the Administration Building on an emergency basis will be reimbursed for parking expenses incurred while assigned to the Administration Building if no discipline results.

### **ARTICLE 30**

#### **MATTERS RELATING TO WAGES AND BENEFITS**

**Section 1. Mutual Agreement for Various Compensations in CTU Bargaining Unit.** The Union and the District shall meet and discuss any compensation involving members of the CTU bargaining unit, including differentials or bonuses or incentive plans in an attempt to reach agreement.

**Section 2. Wages and Other Compensation.**

A. Effective July 1, 2007, there shall be an across the board increase of 3% on base wages, which is reflected on all steps of the teachers salary schedule; the per-diem rate for substitutes; the miscellaneous rates for Hourly Teachers (with the exception of Night School Teachers and Home Tutors) and Adult Education Teachers; and the classified salary schedules for bargaining unit members.

B. Except as provided in section a. below, effective July 1, 2008, there shall be an across the board increase of 3% on base wages, which is reflected on all steps of the teachers salary schedule; the per-diem rates for substitutes; the miscellaneous rates of pay for Hourly Teachers (with the exception of Night School Teachers and Home Tutors) and Adult Education Teachers; and the classified salary schedules for bargaining unit members.

a. This increase is contingent upon the district continuing to receive in fiscal year 2009 no less than the amount of monies in total state foundation aid (not including pre-school and special education transportation) as received in fiscal year 2007 as stated in line 22 of the 2007 SF-3. If the District notifies the Union President no later than January 15, 2008 of the reduction in total state foundation aid (not including pre-school and special education transportation), the increase shall not apply and the District and the Union shall reopen negotiations for all matters except subcontracting, as found in Article 22, and insurance benefits as found in Article 29 (including health insurance, dental, vision, prescription coverage, and life insurance). In such case, the parties shall immediately commence

negotiations and the impasse procedure in Article 31 shall apply and the provisions of Article 29 section 1(E) (i.e., Working Spouse) shall expire effective January 1, 2009.

C. Except as provided in section a. below, effective July 1, 2009, there shall be an across the board increase of 3% on base wages, which is reflected on all steps of the teachers salary schedule; the per-diem rates for substitutes; the miscellaneous rates for Hourly Teachers (with the exception of Night School Teachers and Home Tutors) and Adult Education Teachers; and the classified salary schedules for bargaining unit members.

a. This increase is contingent upon funds sufficient to support the rates. If the District notifies the Union President no later than March 1, 2009, or such later date as mutually agreed, that there are not sufficient funds to support these wage rates, the increase shall not apply and the District and the Union shall reopen negotiations for all matters except subcontracting, as found in Article 22, and insurance benefits as found in Article 29 (including health insurance, dental, vision, prescription coverage, and life insurance). In such case, the parties shall immediately commence negotiations and the impasse procedure in Article 31 shall apply and the provisions of Article 29 section 1(E) (i.e., Working Spouse) shall expire effective January 1, 2010.

D. Members of the CTU bargaining unit shall be paid in accordance with the appropriate salary, differential, wage or other compensation schedule set forth in the Appendix.

E. A holder of an earned L.L.B., L.L.D. or J.D. degree shall be considered equivalent to a Master's Degree and the individual will be placed on Schedule "D." A written three year future commitment to remain with the District is required prior to placement on Schedule "D."

### **Section 3. Advancement on Salary Schedule and Salary Adjustment.**

#### **A. Effective Date of Salary Adjustments Due to Academic Credit.**

Salary adjustments shall be made on the basis of academic credits earned prior to the start of each semester of the school year. Evidence of credits earned shall consist of official college or university transcripts filed with Human Resources. The filing deadline for the first semester shall be October 1; for the second semester, March 1. (Appendix F.)

**B. Graduate Training Credit for Schedules E and F.** All graduate hours earned prior to February 1, 1969, which are directly related to teaching will be considered acceptable toward meeting the requirements of Schedules "E" and "F." For all graduate hours earned after February 1, 1969, only those graduate hours approved as a part of a planned program by Human Resources will be acceptable in meeting the requirements of Schedules "E" and "F."

**C. Prior Teaching Experience and/or Military Service.**

Entrance salary credit is given to a maximum of five (5) years for either prior teaching experience or military service or a combination of both. Teachers with previous experience in the District shall be granted up to seven (7) years credit on the appropriate salary schedule.

D. In-Service Training. A teacher receiving a differential for in-service training will have the amount of the differential indicated separately on his/her contract with the District.

**Section 4. New Teacher Pre-Service Training.** Teachers new to the District are required to report for pre-service training. The appropriate step and schedule salary as shown includes remuneration for this week of pre-service. Failure to report will result in a loss of pay.

**Section 5. Procedure for Payment of Wages.**

A. Annual salaries will be disbursed in twenty-six (26) bi-weekly installments. Reductions for services not rendered shall be at the rate of 1/195th for each day out of pay status.

B. Check Distribution.

1. Checks and check vouchers are to be mailed to the employee's home address. All employees must provide Human Resources with a current home address and phone number.
2. Any paid assignment performed during the regular report period will be paid within three (3) weeks of the end of the period. Payment for participation in the student activity program will be made by the second pay day following the conclusion of each semester.
3. Employees who have lost their checks through any error must complete the form set forth in Appendix F so that the process of replacing the check will be accelerated.
4. When the paycheck of an employee is lost, stolen, or not received from the District, upon timely notification by the employee, a duplicate check shall be issued within one (1) working day. The employee must sign a certificate of loss or nonreceipt. The District shall not intentionally withhold, deduct, or otherwise delay or refuse to pay the wages of an employee unless the bargaining unit member is on authorized unpaid absence or has been provided due process.  
Prior to submission of each payroll, the Union Chapter Chairperson will confer with the Principal, or his/her designee, relative to any payroll problem. The Chairperson shall communicate

irregularities to affected member(s). The member is responsible for resolving irregularities with the on-site administrator.

When new bargaining unit positions are created, the Union will be informed of the new bargaining unit position, including the job description and rate of pay.

5. If the District determines that the employee's wages were withheld in violation of Article 30, section 5(B)(4), the District will compensate the affected employee all withheld wages plus ten percent (10%) of the amount of wages wrongfully withheld.

C. Payment for Differential Assignments. All persons receiving a differential for an assignment, other than for athletic coaching, will be paid in four (4) equal installments, on or about December 1, February 1, April 15 and June 15. Differentials for athletic coaching, except for the Athletic Director, will be paid at the conclusion of the season and/or athletic assignment.

D. Summer School. Summer school personnel will be paid bi-weekly according to the published regular teachers' schedule of payroll periods and pay dates.

**Section 6. Royalties.** Members of the bargaining unit who author tapes, records, computer code, movies, pamphlets, textbooks or any other instructional materials on their own time and with their own resources which may have commercial value shall not be denied royalties and compensations, except for those materials which are used in the District by permission of the author.

**Section 7. Pay Option.** Bargaining unit members (not on extended year contracts) shall have the option to select either a twenty (20) or twenty-six (26) biweekly pay plan. The option will be phased in, with 20% of bargaining unit members by seniority offered the option each year starting with the 2001-02 school year.

**Section 8. Rates of Pay.**

A. Daily Rate. All certificated employees will receive the daily rate for regular school year/regular school hours and mandatory, District-wide professional days, as well as voluntary professional days as set forth in Article 9, Section 2.

B. Pay for Voluntary Instructional Activities Outside the Regular Day. (In-Service Instructor). All certificated employees will receive a set hourly amount, set forth in Appendix A as the Instructional Rate, for instructional activities conducted outside the regular school day or year, including,

but not limited to, after school/weekend proficiency activities with students, curriculum development activities, mentoring and leading of professional development activities.

This rate does not apply to retreats not designated as voluntary professional days under Article 9, Section 2.

C. Pay for Voluntary Attendance at Professional Development Activities. (In-Service). All certificated employees will receive a set hourly amount, set forth in Appendix A as the In-Service Rate, for attendance at professional development activities, except as otherwise specified in this Agreement. This rate does not apply to retreats not designated as voluntary professional days under Article 9, Section 2. For the successor contract, this rate will be used for all purposes where the 1996-2000 contract called for the in-service rate.

### **ARTICLE 31**

### **NEGOTIATION, SEVERABILITY AND DURATION**

#### **Section 1. Negotiations.**

A. The District shall make available to the CTU upon its reasonable request, any and all available information, statistics and records relevant to negotiations or necessary for the implementation of the terms of this agreement.

B. It is hereby agreed that the District and the CTU shall jointly explore, and encourage the receipt of, new sources of District revenue. This will be accomplished through the auspices of the conceptually agreed upon "Joint Committee on Lobbying," and with the inclusion of other interested parties (e.g., members of other employee groups, including CCAS, parent representatives, District representatives and business/community representatives).

Multiple sources of funding shall be explored by the representative lobbying team, using a formulated and agreed upon strategy, and seeking increased funds from such sources as the following:

1. State Basic Aid (Within the Existing Formula)
2. State DPIA Allocations
3. State Unit (Vocation and Special Education) Funding
4. Kindergarten and Early Childhood Program Funding
5. Funding for Other State-Mandated Programs Initiatives, such as S.B. 140.
6. Securing Funds to Offset Special Education Mainstreaming Costs
7. Alteration/Improvement/or Development of a More Equitable Funding Formula
8. Regular Operating Property or Income Tax Levies (as distinct from the "educational improvement"

levy)

9. Agreements on the Limitations of Tax Abatements and Tax Increment Financing (TIF)

10. Federal Allocations

C. Alternative Dispute Resolution. The procedure set forth in Ohio Revised Code Section 4117.14 will be followed, except that the fact-finding process must be scheduled such that the fact-finder's report is required to be submitted to the parties no earlier than the third Monday in May of the applicable year, and no later than the first Monday in June of the applicable year.

Bargaining unit members will be considered eligible to vote on the fact-finder's report provided they have: Paid their Union dues during that calendar year; and are on the District payroll in the month of May. Nothing in this Agreement shall preclude the parties from agreeing to an alternative dispute resolution procedure different from that specified above.

D. In the event that negotiations between the District and the CTU reach a point of impasse, federal mediation may be employed, if requested by either party. The request to implement this mediation process shall be made no later than fifteen (15) calendar days prior to the expiration date of the contract.

E. There shall be no reprisals.

**Section 2. Provisions Contrary to Law.** If any provisions of this Agreement shall be found contrary to law, then such provisions or application shall be deemed to be invalid, except to the extent permitted by law, but all other provisions or applications shall continue in full force.

**Section 3. Duration.** The duration of this Agreement shall be from July 1, 2007, through June 30, 2010. However, if the District notifies the Union President no later than January 15, 2008, as provided in Article 30, Section 2(B)(a), the contract shall expire on June 30, 2008, for all matters except subcontracting, as found in Article 22, and insurance benefits, as found in Article 29 (including health insurance, dental, vision, prescription coverage, and life insurance). In such case, the negotiation procedure found in Section C above shall apply. If the District notifies the Union President no later than January 15, 2009, as provided in Article 30, Section 2(C)(a), the contract shall expire on June 30, 2009, for all matters except subcontracting, as found in Article 22, and insurance benefits, as found in Article 29 (including health insurance, dental, vision, prescription coverage, and life insurance). In such case, the negotiation procedure found in Section C above shall apply.

IN WITNESS WHEREOF, the parties have hereunto set  
their hands this 8th day of May, 2007.

BOARD OF EDUCATION FOR THE  
CLEVELAND METROPOLITAN  
SCHOOL DISTRICT

CLEVELAND TEACHERS UNION  
AMERICAN FEDERATION OF  
TEACHERS, LOCAL 279, AFL-CIO

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**APPENDIX A**  
**TEACHERS SALARY SCHEDULE**  
**EFFECTIVE JULY 1, 2007**

39 Weeks/195 Days

Step	Schedule A	Schedule B	Schedule C	Schedule D	Schedule E	Schedule F
	No Degree	B.A.	B.A. + $\frac{1}{2}$ M.A. B.A. + 30 Hrs.	M.A.	M.A. +15 Grad. Semester Hrs.	M.A. + 30 Grad. Semester Hrs.
1	28,537	36,322	36,573	38,218	38,477	39,240
2	29,734	37,221	38,343	40,270	40,270	40,270
3	31,143	38,406	40,000	42,602	42,602	42,602
4	32,380	39,794	41,925	45,004	45,004	45,004
5	34,024	41,798	44,195	47,821	47,821	47,821
6	34,514	43,578	46,226	50,399	50,749	50,749
7	36,838	45,369	48,270	52,777	53,406	53,406
8	38,242	47,239	50,299	55,376	56,077	56,077
9	39,930	49,391	52,655	58,248	59,024	59,024
10	41,345	51,269	54,771	60,823	61,669	61,925
11	42,786	53,128	56,912	63,426	64,350	64,898
12	44,253	55,004	59,073	66,007	67,005	67,571
13	46,111	57,221	61,640	69,080	69,998	70,741
14	47,651	59,096	63,170	69,525	70,440	71,183
15	49,258	59,501	63,941	69,525	70,440	71,183
16	51,181	59,870	64,311	69,895	70,816	71,551
17	51,181	59,870	64,311	69,895	70,816	71,551
18	51,709	59,870	64,311	69,895	70,816	71,551
19	51,709	59,870	64,311	69,895	70,816	71,551
20	51,709	59,870	64,311	69,895	70,816	71,551
21	52,734	60,893	65,331	70,916	71,834	72,576
22	52,734	60,893	65,331	70,916	71,834	72,576
23	52,734	60,893	65,331	70,916	71,834	72,576
24	52,734	60,893	65,331	70,916	71,834	72,576
25	52,734	60,893	65,331	70,916	71,834	72,576
26	53,901	62,059	66,497	72,091	73,003	73,744
27	53,901	62,059	66,497	72,091	73,003	73,744
28	53,901	62,059	66,497	72,091	73,003	73,744
29	53,901	62,059	66,497	72,091	73,003	73,744
30	53,901	62,059	66,497	72,091	73,003	73,744
31	55,366	63,518	67,961	73,542	74,463	75,205
32	55,366	63,518	67,961	73,542	74,463	75,205
33	55,366	63,518	67,961	73,542	74,463	75,205
34	55,366	63,518	67,961	73,542	74,463	75,205



35	55,366	63,518	67,961	73,542	74,463	75,205
36	57,119	65,272	69,716	75,299	76,219	77,042

**TEACHERS SALARY SCHEDULE  
EFFECTIVE JULY 1, 2008**

39 Weeks/195 Days

*(Subject to Article 30, Section 2)*

Step	Schedule A	Schedule B	Schedule C	Schedule D	Schedule E	Schedule F
	No Degree	B.A.	B.A. + 1/2 M.A. B.A. + 30 Hrs.	M.A.	M.A. +15 Grad. Semester Hrs.	M.A. + 30 Grad. Semester Hrs.
1	29,393	37,412	37,670	39,365	39,631	40,417
2	30,626	38,338	39,493	41,478	41,478	41,478
3	32,077	39,558	41,200	43,880	43,880	43,880
4	33,352	40,988	43,183	46,354	46,354	46,354
5	35,045	43,052	45,521	49,255	49,255	49,255
6	35,550	44,886	47,613	51,911	52,272	52,272
7	37,943	46,731	49,718	54,361	55,008	55,008
8	39,389	48,656	51,808	57,037	57,760	57,760
9	41,128	50,872	54,234	59,995	60,795	60,795
10	42,586	52,807	56,414	62,647	63,519	63,782
11	44,070	54,722	58,619	65,329	66,281	66,845
12	45,581	56,654	60,845	67,987	69,015	69,598
13	47,494	58,937	63,490	71,152	72,098	72,864
14	49,080	60,869	65,065	71,611	72,553	73,319
15	50,735	61,286	65,860	71,611	72,553	73,319
16	52,716	61,666	66,240	71,992	72,940	73,698
17	52,716	61,666	66,240	71,992	72,940	73,698
18	53,260	61,666	66,240	71,992	72,940	73,698
19	53,260	61,666	66,240	71,992	72,940	73,698
20	53,260	61,666	66,240	71,992	72,940	73,698

21	54,316	62,719	67,291	73,043	73,989	74,753
22	54,316	62,719	67,291	73,043	73,989	74,753
23	54,316	62,719	67,291	73,043	73,989	74,753
24	54,316	62,719	67,291	73,043	73,989	74,753
25	54,316	62,719	67,291	73,043	73,989	74,753
26	55,518	63,920	68,492	74,253	75,193	75,956
27	55,518	63,920	68,492	74,253	75,193	75,956
28	55,518	63,920	68,492	74,253	75,193	75,956
29	55,518	63,920	68,492	74,253	75,193	75,956
30	55,518	63,920	68,492	74,253	75,193	75,956
31	57,027	65,424	70,000	75,748	76,697	77,462
32	57,027	65,424	70,000	75,748	76,697	77,462
33	57,027	65,424	70,000	75,748	76,697	77,462
34	57,027	65,424	70,000	75,748	76,697	77,462
35	57,027	65,424	70,000	75,748	76,697	77,462
36	58,832	67,230	71,807	77,558	78,506	79,353

**TEACHERS SALARY SCHEDULE  
EFFECTIVE July 1, 2009**

39 Weeks/195 Days

*(Subject to Article 30, Section 2)*

Step	Schedule A	Schedule B	Schedule C	Schedule D	Schedule E	Schedule F
	No Degree	B.A.	B.A. + 1/2 M.A. B.A. + 30 Hrs.	M.A.	M.A. +15 Grad. Semester Hrs.	M.A. + 30 Grad. Semester Hrs.
1	30,275	38,534	38,801	40,546	40,820	41,630
2	31,545	39,488	40,678	42,722	42,722	42,722
3	33,040	40,745	42,436	45,196	45,196	45,196
4	34,352	42,218	44,478	47,745	47,745	47,745
5	36,096	44,344	46,887	50,733	50,733	50,733
6	36,616	46,232	49,042	53,468	53,840	53,840
7	39,081	48,132	51,210	55,991	56,658	56,658
8	40,571	50,116	53,362	58,748	59,492	59,492
9	42,362	52,398	55,861	61,795	62,619	62,619
10	43,863	54,392	58,107	64,527	65,425	65,696
11	45,392	56,364	60,378	67,289	68,269	68,851
12	46,948	58,354	62,670	70,026	71,085	71,686
13	48,919	60,705	65,394	73,287	74,261	75,050
14	50,553	62,695	67,017	73,759	74,729	75,518
15	52,257	63,125	67,835	73,759	74,729	75,518
16	54,298	63,516	68,228	74,151	75,128	75,908

17	54,298	63,516	68,228	74,151	75,128	75,908
18	54,858	63,516	68,228	74,151	75,128	75,908
19	54,858	63,516	68,228	74,151	75,128	75,908
20	54,858	63,516	68,228	74,151	75,128	75,908
21	55,945	64,601	69,309	75,234	76,209	76,996
22	55,945	64,601	69,309	75,234	76,209	76,996
23	55,945	64,601	69,309	75,234	76,209	76,996
24	55,945	64,601	69,309	75,234	76,209	76,996
25	55,945	64,601	69,309	75,234	76,209	76,996
26	57,183	65,838	70,546	76,481	77,449	78,235
27	57,183	65,838	70,546	76,481	77,449	78,235
28	57,183	65,838	70,546	76,481	77,449	78,235
29	57,183	65,838	70,546	76,481	77,449	78,235
30	57,183	65,838	70,546	76,481	77,449	78,235
31	58,737	67,386	72,100	78,021	78,998	79,785
32	58,737	67,386	72,100	78,021	78,998	79,785
33	58,737	67,386	72,100	78,021	78,998	79,785
34	58,737	67,386	72,100	78,021	78,998	79,785
35	58,737	67,386	72,100	78,021	78,998	79,785
36	60,597	69,247	73,961	79,885	80,861	81,734

**PRIOR TEACHING EXPERIENCE  
AND/OR PRIOR MILITARY SERVICE**

Entrance salary credit is given to a maximum of five (5) years of either or a combination of both. Teachers with previous District experience shall be granted up to seven (7) years of credit on the appropriate salary schedule for District teaching experience only.

Nurses who are employed by the District after September 1, 1995 shall be given credit, effective September 1, 2000, for up to five years of relevant prior experience.

**DEGREES**

- (1) BA+ 1/2 is interpreted to be fifteen (15) graduate semester hours or a total of 150 undergraduate and graduate semester hrs.
- (2) MA is interpreted to be the conferred Masters degree.
- (3) MA + 15 Graduate Hours is interpreted to be 15 graduate semester hours completed subsequent to the conferring of the Masters degree.
- (4) MA + 30 Graduate Hours is interpreted to be 30 graduate

semester hours completed subsequent to the conferring of the Masters degree.

All graduate hours earned prior to February 1, 1969, which are related to teaching will be considered acceptable toward meeting the requirements of Schedules E & F. After February 1, 1969, only those graduate hours approved as a part of a planned program by Human Resources will be acceptable in meeting the requirements of Schedules E & F.

**TRADES AND INDUSTRY SALARY SCHEDULE**

This schedule is applicable only to those teachers serving in State-approved trade and industry programs.

The five (5) years experience required by State Law for certification of a trades and industry teacher shall be equated to placement on the beginning salary step of the BA schedule.

As many as three additional years credit may be granted for trades and industry experience beyond this five year minimum.

<b><i>B.A. Degree Plus Trade Experience</i></b>	<b><i>Step On Schedule C</i></b>
B.A. Degree plus 3 years	01
B.A. Degree plus 4 years	02
B.A. Degree plus 5 years	03
B.A. Degree plus 6 years	04

<b><i>*Trade Experience Only</i></b>	<b><i>Step On Schedule B</i></b>
5 years	01
6 years	02
7 years	03
8 years	04

\*Successful completion of 75 semester hours of college credit shall enable a trades and industry teacher to be placed on Schedule B.

**PER DIEM RATE FOR SUBSTITUTE TEACHERS**

**Effective July 1, 2007**

\*2008 and 2009 subject to Article 30, Section 2\*

<b>Inexperienced Substitutes:</b>	<b>7/1/07</b>	<b>7/1/08</b>	<b>7/1/09</b>
	<b>3.0%</b>	<b>3.0%</b>	<b>3.0%</b>
A. Per Day	120.24	123.85	127.56

B. Per day on the 6th day and each succeeding day in the same assignment

134.06 138.09 142.23

**Experienced Substitutes:**

Those who have had two or more years of regular teaching experience, have had 120 or more days of substitute teaching service during each of the two school years immediately prior to reappointment or appointment.

A. Per Day

134.06 138.09 142.23

B. Per day on the 6th day and each succeeding day in the same assignment

155.81 160.48 165.30

**Payment for Holidays**

Substitute teachers who are assigned for six or more consecutive days, and whose specific substitute assignment is interrupted by one of the designated holidays, and who return to the same assignment for at least one day following the holiday, will be paid for the following designated holidays:

- |                           |                             |
|---------------------------|-----------------------------|
| Labor Day                 | Martin Luther King, Jr. Day |
| Veteran's Day             | President's Day             |
| Thanksgiving Day (2 days) | Good Friday                 |
| Christmas Day             | Memorial Day                |
| New Year's Day            |                             |

**Fair Share**

All substitutes must either join the CTU or pay fair share fees which are prorated annually. There is a packet of information concerning fair share fees and agency fee procedures available in both the personnel office and the CTU office.

Unless you complete payroll deduction cards to become a full dues paying member, you will be added to the CTU roster as a fair share fee payer, NOT entitled to CTU voting privileges or \$1,000,000 liability insurance coverage through the American Federation of Teachers.

**Senate Bill 38 — Criminal Records Check**

Ohio Senate Bill 38 requires criminal records check of applicants who have applied to a school district for employment in any position as a person responsible for the care, custody or control of a child. When an applicant is under

final consideration of hire, he/she will be given information regarding the records check by the personnel office. Records checks are made through the Ohio Bureau of Criminal Identification and/or the Federal Bureau of Investigation.

## MISCELLANEOUS RATES OF PAY

	July 1, 2007 3%	July 1, 2008 3%	July 1, 2009 3%
<b>1 Special Substitute</b>			
a. Per period as assigned by Principal	<b>24.68</b>	<b>24.68</b>	<b>24.68</b>
b. Per day for 1/3 of an elementary or K-8 self-contained class when a substitute teacher is requested but not available	<b>55.06</b>	<b>55.06</b>	<b>55.06</b>
<b>2 In-Service Instructor</b>	<b>41.16</b>	<b>41.16</b>	<b>41.16</b>
<b>3 In-Service Workshop and Curriculum Development</b>	<b>27.47</b>	<b>27.47</b>	<b>27.47</b>
<b>4 LD Tutors and Hourly Teachers (Primary Job)</b>			
Step 1	<b>28.29</b>	<b>29.14</b>	<b>30.02</b>
Step 2	<b>29.08</b>	<b>29.95</b>	<b>30.85</b>
Step 3	<b>29.89</b>	<b>30.78</b>	<b>31.71</b>
Step 4	<b>30.69</b>	<b>31.61</b>	<b>32.56</b>
Step 5	<b>31.51</b>	<b>32.45</b>	<b>33.43</b>
Step 6	<b>32.32</b>	<b>33.28</b>	<b>34.28</b>
Step 7	<b>33.11</b>	<b>34.10</b>	<b>35.13</b>
LD Tutors will be paid for 24 hours of parent conferences in July 2001-2003			
<b>5 Adult Education Teachers</b>			
<b>Regular Teachers (Primary Job)</b>			
a. BA Degree	<b>37.98</b>	<b>39.12</b>	<b>40.29</b>
b. BA Degree + 15 Sem. Hrs.	<b>40.45</b>	<b>41.67</b>	<b>42.92</b>
c. MA Degree	<b>42.92</b>	<b>44.21</b>	<b>45.54</b>
d. MA Degree + 30 Sem. Hrs.	<b>46.23</b>	<b>47.62</b>	<b>49.05</b>

<b>6</b>	<b>School Camp Nurse</b> Per day for five day week (8 am Monday to 3:30 pm Friday)	<b>198.17</b>	<b>198.17</b>	<b>198.17</b>
<b>7</b>	<b>Homeroom Teacher for Live-in Camp</b> (Per night)	<b>84.22</b>	<b>84.22</b>	<b>84.22</b>
<b>8</b>	<b>Hourly rate for Teachers employed by the Board but not under a limited or continuing contract:</b>			
	a. Non-Regular Teaching Employee	<b>27.62</b>	<b>28.44</b>	<b>29.30</b>
	b. Regular Cleveland Teaching Employee	<b>28.29</b>	<b>29.14</b>	<b>30.02</b>
<b>9</b>	<b>Summer School - The hourly rate paid summer school teachers shall be a rate calculated by multiplying the teacher's daily base rate by .125 or the prevailing hourly in-service workshop rate, whichever may be higher.</b>			
<b>10.</b>	<b>LD Tutors and Hourly Teachers (Secondary Job)</b>	<b>July 1, 2007</b>	<b>July 1, 2008</b>	<b>July 1, 2009</b>
	Step 1	<b>27.47</b>	<b>27.47</b>	<b>27.47</b>
	Step 2	<b>28.23</b>	<b>28.23</b>	<b>28.23</b>
	Step 3	<b>29.02</b>	<b>29.02</b>	<b>29.02</b>
	Step 4	<b>29.80</b>	<b>29.80</b>	<b>29.80</b>
	Step 5	<b>30.58</b>	<b>30.58</b>	<b>30.58</b>
	Step 6	<b>31.36</b>	<b>31.36</b>	<b>31.36</b>
	Step 7	<b>32.15</b>	<b>32.15</b>	<b>32.15</b>
<b>11.</b>	<b>Adult Education Teachers Regular Teachers (Secondary Job)</b>			
	BA Degree	<b>36.87</b>	<b>36.87</b>	<b>36.87</b>
	BA Degree + 15 Sem. Hrs.	<b>39.27</b>	<b>39.27</b>	<b>39.27</b>
	MA Degree	<b>41.67</b>	<b>41.67</b>	<b>41.67</b>
	MA Degree + 30 Sem Hrs.	<b>44.89</b>	<b>44.89</b>	<b>44.89</b>

**DIFFERENTIAL LISTINGS**

ALL EXTRACURRICULAR ACTIVITIES ARE CONTINGENT UPON AVAILABLE FUNDS

**JOB  
CLASS**

**PAYMENT**

SENIOR HIGH	POSITION TITLE	2007	2008	2009	QTR
		ANNUAL DIFFERENTIAL			
		\$	\$	\$	
840110	Athletic Director, Sr.	\$ 5,445	5,445	5,445	1, 2, 4
840140	Coach, Baseball, Sr.	3,627	3,627	3,627	4
840150	Coach, Basketball, Boys, Sr.	3,627	3,627	3,627	2
840490	Coach, Basketball, Girls, Sr.	3,627	3,627	3,627	2
840280	Coach, Bowling, Sr.	1,542	1,542	1,542	1
840160	Coach, Cross Country, Boys, Sr.	1,542	1,542	1,542	1
840500	Coach, Cross Country, Girls, Sr.	1,542	1,542	1,542	1
840540	Coach, Fencing, Sr.	1,542	1,542	1,542	3
840170	Coach, Football, Sr.	3,627	3,627	3,627	1
840180	Coach, Golf, Sr.	1,542	1,542	1,542	1
840530	Coach, Gymnastics, Sr.	1,542	1,542	1,542	*
840720	Coach, Soccer, Sr.	1,542	1,542	1,542	1
840480	Coach, Softball, Girls, Sr.	3,627	3,627	3,627	4
840800	Coach, Swimming,	1,542	1,542	1,542	2
840190	Coach, Tennis, Boys, Sr.	1,542	1,542	1,542	4
840200	Coach, Tennis, Girls, Sr.	1,542	1,542	1,542	1
840210	Coach, Track, Boys, Sr.	3,627	3,627	3,627	4
840510	Coach, Track, Girls, Sr.	3,627	3,627	3,627	4
840460	Coach, Track, Outdoor Only, Boys, Sr.	1,814	1,814	1,814	4
840740	Coach, Track, Outdoor Only, Girls, Sr.	1,814	1,814	1,814	4
840520	Coach, Volleyball, Girls, Sr.	3,627	3,627	3,627	1
840220	Coach, Wrestling, Sr.	3,627	3,627	3,627	2
840230	Asst. Coach, Baseball, Sr.	2,070	2,070	2,070	4
840240	Asst. Coach, Basketball, Boys, Sr.	2,070	2,070	2,070	2
840750	Asst. Coach, Basketball, Girls, Sr.	2,070	2,070	2,070	2
840560	Asst. Coach, Cross Country, Boys, Sr.	1,285	1,285	1,285	1
840820	Asst. Coach, Cross Country, Girls, Sr.	1,285	1,285	1,285	1
840250	Asst. Coach, Football, Sr.	2,070	2,070	2,070	1
840580	Asst. Coach, Gymnastics, Sr.	1,285	1,285	1,285	*



840810	Asst. Coach, Soccer, Sr.	1,285	1,285	1,285	1
840550	Asst. Coach Softball, Girls, Sr.	2,070	2,070	2,070	4
840470	Asst. Coach, Swimming	1,285	1,285	1,285	2
840260	Asst. Coach, Track, Boys, Sr.	2,070	2,070	2,070	4
840760	Asst. Coach, Track, Girls, Sr.	2,070	2,070	2,070	4
840570	Asst. Coach, Track, Outdoor, Boys	1,285	1,285	1,285	4
840790	Asst. Coach, Track, Outdoor, Girls	1,285	1,285	1,285	4
840100	Asst. Coach, Volleyball	2,070	2,070	2,070	1
840270	Asst. Coach, Wrestling, Sr.	2,070	2,070	2,070	2
840120	Intramural Director, Boys, Sr.	1,453	1,453	1,453	1,2,3,4,
840130	Intramural Director, Girls, Sr.	1,453	1,453	1,453	1,2,3,4,
840290	Band Director, Sr.	2,178	2,178	2,178	1,2,3,4,
840700	Orchestra, Director, Sr.	1,088	1,088	1,088	1,2,3,4,
840350	Vocal Music Director, Sr.	1,632	1,632	1,632	1,2,3,4,
840300	Drill Team, Sr. (min 12 students)	1,584	1,584	1,584	1,2,3,4,
840780	Highstepper, Sr. (min 12 students)	1,584	1,584	1,584	1,2,3,4,
840310	Cheerleader Sponsor, Sr.	1,584	1,584	1,584	1,2,3,4,
840320	Dramatics, Director, Sr.	2,178	2,178	2,178	1,2,3,4,
840330	Newspaper Advisor	2,543	2,543	2,543	1,2,3,4,
840340	Yearbook Advisor, Sr.	2,395	2,395	2,395	1,2,3,4,
840960	Majorettes (min. 7 students)	791	791	791	1,2,3,4,
840970	Flag Squads (min. 7 students)	791	791	791	1,2,3,4,
840900	Proficiency Test Consulting Teacher	2,262	2,262	2,262	1,2,3,4,

Student Council Advisor

One (1) unassigned period, per day, to work with Student Council

Senior Class Advisor

One (1) unassigned period, per day, to work with Senior Class

\*Not currently being offered.

The Senior High athletic director, head football coach, and four (4) assistant coaches will receive two-nineteenth (2/19) of the ensuing year's salary for pre-season football practice.

The head volleyball coach, head cross-country coach, head soccer coach, head golf coach, assistant volleyball coach, and assistant soccer coach will receive one-nineteenth (1/19) of the

ensuing year's salary for pre-season practice.

**MIDDLE SCHOOLS**

840620	Athletic Director (Must have responsibilities for (5) or more sports)	1,814	1,814	1,814	1,2,4
840370	Coach, Basketball, Boys, Inter.	1,542	1,542	1,542	3
840590	Coach, Basketball, Girls, Inter.	1,542	1,542	1,542	1
840545	Coach, Fencing, Middle	1,542	1,542	1,542	3
840185	Coach, Golf, Middle	1,542	1,542	1,542	4
840380	Coach, Soccer, Inter	1,542	1,542	1,542	1
840390	Coach, Track, Boys, Inter.	1,542	1,542	1,542	4
840600	Coach, Track, Girls, Inter.	1,542	1,542	1,542	4
840610	Coach, Volleyball, Girls, Inter.	1,542	1,542	1,542	1
840730	Coach, Wrestling, Inter	1,542	1,542	1,542	1
840640	Asst. Coach, Track, Boys, Inter.	780	780	780	4
840770	Asst. Coach, Track, Girls, Inter.	780	780	780	4
840630	Asst. Coach, Soccer, Inter.	780	780	780	1
840400	Intramural Director, Boys, Inter.	1,453	1,453	1,453	1,2,3,4
840410	Intramural Director, Girls, Inter.	1,453	1,453	1,453	1,2,3,4
840830	Intramural Director, Girls, Inter.	1,453	1,453	1,453	1,2,3,4
840710	Dramatics, Director, Inter.	1,088	1,088	1,088	1,2,3,4
840430	Newspaper Advisor, Inter.	1,088	1,088	1,088	1,2,3,4
840440	Vocal Music Director, Inter.	1,088	1,088	1,088	1,2,3,4
840420	Intramural Music Director, Inter	1,088	1,088	1,088	1,2,3,4
840965	Majorettes (min. 7 students)	791	791	791	1,2,3,4
840975	Flag Squad (min. 7 students)	791	791	791	1,2,3,4
840305	Military Drill (min. 7 students)	791	791	791	1,2,3,4
840785	High Stepper (min. 7 students)	791	791	791	1,2,3,4
840375	Cheerleader Advisor,	791	791	791	1,2,3,4
840905	Proficiency Test Consulting Teacher	1,142	1,142	1,142	1,2,3,4

Student Council Advisor: One (1) unassigned period, per day, to work with Student Council

### SENIOR HIGH AND MIDDLE SCHOOL POSITIONS

840031	Dept. Chair, Guidance	2,996	2,996	2,996	1,2,3,4
840030	Guidance Counselor	2,543	2,543	2,543	1,2,3,4
840035	Guidance Counselor, 1/2 time	1,453	1,453	1,453	1,2,3,4
840080	Dept. Chair, Educational Media	1,056	1,056	1,056	1,2,3,4

(In all Senior High and in other schools with an enrollment of 1,501 or more)

### DEPARTMENT HEAD, CORE TEAM LEADER SUBJECT AREA SPECIALIST, SPECIAL EDUCATION LIAISON

Middle School/Middle Grades Subject Area Specialist receive an annual differential plus a minimum of five (5) additional release periods per week. The annual differential for Department Heads, Core Team Leaders, Subject Area Specialists, and Special Education Liaisons is determined by the number of periods within the department per week including the department chairs/core team leader periods assigned to department duties. A minimum of 50 periods per week is needed to qualify for an annual differential. The following is a list of required periods and compensation effective 7/01/2007 through 6/30/2010.

50-119	periods per week	1,124	1,124	1,124	1,2,3,4
120-214	periods per week	2,181	2,181	2,181	1,2,3,4
215-249	periods per week	3,265	3,265	3,265	1,2,3,4
250-419	periods per week	3,528	3,528	3,528	1,2,3,4
420-up	periods per week	4,352	4,352	4,352	1,2,3,4

### ELEMENTARY SCHOOLS

Grade Level Chairperson		194	194	194	
Article 23, Section 19(B)22					
840695	Elementary Consultant	1,177	1,177	1,177	1,2,3,4
840450	Elementary Safety Council	1,270	1,270	1,270	1,2,3,4
840690	Elementary Guidance Liaison	1,177	1,177	1,177	1,2,3,4

### MISCELLANEOUS

840016	Attendance Worker	600	600	600	1,2,3,4
840017	Attendance Worker, Head	2,902	2,902	2,902	1,2,3,4
840040	Audiologist	2,543	2,543	2,543	1,2,3,4

840060	Court Representative (juvenile)	1,270	1,270	1,270	1,2,3,4
840660	Court Liaison (school)	1,270	1,270	1,270	1,2,3,4
840085	Cluster/Inst. Res. Guidance	2,543	2,543	2,543	1,2,3,4
840090	Cluster/Inst. Res. Reading	1,177	1,177	1,177	1,2,3,4
840850	Mediation Coordinator	1,249	1,249	1,249	1,2,3,4
840900	Proficiency Test Consulting Teacher-Sr.	2,262	2,262	2,262	1,2,3,4
840051	Psychologist Ph.D	3,627	3,627	3,627	1,2,3,4
840050	Psychologist	2,543	2,543	2,543	1,2,3,4
840860	Schoolnet Liaison-Elem.	1,270	1,270	1,270	1,2,3,4
840019	Secondary Consultant	1,177	1,177	1,177	1,2,3,4
840018	Special Education Consultant	1,177	1,177	1,177	1,2,3,4
840670	Split Kindergarten	634	634	634	1,2,3,4
840075	Head Teacher/Special Education	634	634	634	
840070	Head Teacher/Residential				
	4-9 teachers	1,814	1,814	1,814	1,2,3,4
	10 or more teachers	2,902	2,902	2,902	1,2,3,4

### Team Leaders in K-8 Buildings

K-8 School	Team Leader	
*Minimum. 3 Teachers		\$750
Additional Teacher		\$250

(\* A Team Leader will be responsible for a minimum of three grade level Team homeroom teachers including himself or herself. (\$750=3X \$250). Each additional teacher will add \$250 to the Team Leader's compensation for the year.)

### Team Leaders, Special Education Liaison, ESP Liaison, Subject Area Specialist, in K-8 Schools.

K-8 School		SAS
**Enrollment	0-300	1,090
	301-600	2,117
	601-900	3,170

900+ 4,223  
**\*\*Regular Enrollment**

K-8 School SEL  
 \*\*Enrollment 0-50 1,090  
 51-100 2,117  
 101+ 3,170

**\*\*Special Education Enrollment**

K-8 School ESPL

Number of ESP Teacher \*\*\*\$250/Teacher

\*\*\* To be paid at the ESP Teacher allocation for that school (e.g. if a building has an allocation of 3.2 ESP teachers, the ESP liaison will be compensated 3.2 X \$250)

**Senior High School**

Extracurricular and Arts Education

Stipend Positions

2007 – 2010

Non-Negotiated Rates

Position must be submitted on Student Activities Payroll Roster  
 (Stipend positions are limited to CMSD Board employees only)

<u>POSITION</u>	<u>1<sup>st</sup> Sem.</u>	<u>2<sup>nd</sup> Sem.</u>	<u>Yearly Rate</u>
Chess Sponsor	\$182	\$182	\$364
Coed Weightlifting	\$154.50	\$154.50	\$309

Pay Dates: February, June

**K - 8 Schools**

(Grades 6 – 8)

Stipend Positions

Extracurricular and Arts Education

2007 – 2010

Non-Negotiated Rates

Position must be submitted on Student Activities Payroll Roster  
 (Stipend positions are limited to CMSD Board employees only)

<u>POSITION</u>	<u>1<sup>st</sup> Sem.</u>	<u>2<sup>nd</sup> Sem.</u>	<u>Yearly Rate</u>
Chess Sponsor	\$182	\$182	\$364

Pay Dates: February, June

## Extramural Schools Program

### Stipend Positions

2007-2010

Non-Negotiated Rates

Position must be submitted on Student Activities Payroll Roster  
(Stipend positions are limited to CMSD Board employees only)

<u>POSITION</u>	<u>1<sup>st</sup> Sem.</u>	<u>2<sup>nd</sup> Sem.</u>	<u>Yearly Rate</u>
Extramural Director	\$ 733	\$ 733	\$ 1,466
Boys' Basketball Sponsor	1,150	-0-	1,150
Girls' Basketball Sponsor	-0-	1,150	1,150
Coed Bowling Sponsor	818	-0-	818

Pay Dates: February, June

### Classified Salary Schedule Cleveland Teachers Union Local 279

**Effective July 1, 2007**

**(Salaries reflect actual days worked - 195 days)**

#### Job Class

#### Classification

650010	Educational Aide - Elementary Schools
650015	Parent Mentor - Special Education
650030	Educational Aide - Secondary Schools
650035	Community Aide - Title 1(Family Liaison)
650050	Building Administrators' Aide
650370	Instructional Assistant

<b>Employment Year</b>	<b>District Years</b>	<b>Annual Rate 2007-2008</b>	<b>College Credit* (48 / 96)</b>
1-4	1-4	21,260	569 1,141
	5-11	21,981	589 1,178
	12-14	22,082	591 1,188
	15-16	22,185	593 1,193
	16+	22,288	596 1,198
5-8	5-11	25,502	589 1,178
	12-14	25,621	591 1,188

	15-16	25,740	593	1,193
	16+	25,859	596	1,198
9-12	9-11	25,882	589	1,178
	12-14	26,002	591	1,188
	15-16	26,125	593	1,193
	16+	26,244	596	1,198
13-20	13-14	26,572	591	1,188
	15-16	26,697	593	1,193
	16+	26,820	596	1,198
21	16+	27,873	596	1,198
26	16+	29,113	596	1,198
31	16+	30,655	596	1,198
36	16+	32,405	596	1,198

\*College credits differential per 48 quarter hours. Maximum of 96 quarter hours.

**Ten month service employees are on the 26 pay plan.**

**Classified Salary Schedule  
Cleveland Teachers Union Local 279**

**Effective July 1, 2008**  
**(Salaries reflect actual days worked - 195 days)**  
*(Subject to Article 30, Section 2)*

**Job Class**

**Classification**

650010	Educational Aide - Elementary Schools
650015	Parent Mentor - Special Education
650030	Educational Aide - Secondary Schools
650035	Community Aide - Title 1 (Family Liaison)
650050	Building Administrators' Aide
650370	Instructional Assistant

**Employment**

**District**

**Annual Rate College Credit\***

<b>Year</b>	<b>Years</b>	<b>2008-2009</b>	<b>(48</b>	<b>96)</b>
1-4	1-4	21,898	586	1,175
	5-11	22,641	607	1,214
	12-14	22,745	609	1,223
	15-16	22,851	611	1,229
	16+	22,957	614	1,234
5-8	5-11	26,267	607	1,214
	12-14	26,390	609	1,223
	15-16	26,512	611	1,229
	16+	26,635	614	1,234
9-12	9-11	26,658	607	1,214
	12-14	26,782	609	1,223
	15-16	26,909	611	1,229
	16+	27,032	614	1,234
13-20	13-14	27,369	609	1,223
	15-16	27,497	611	1,229
	16+	27,625	614	1,234
21	16+	28,709	614	1,234
26	16+	29,986	614	1,234
31	16+	31,575	614	1,234



36

16+

33,377 614 1,234

\*College credits differential per 48 quarter hours. Maximum of 96 quarter hours.

**Ten month service employees are on the 26 pay plan.**

**Classified Salary Schedule  
Cleveland Teachers Union Local 279**

**Effective July 1, 2009**

**(Salaries reflect actual days worked - 195 days)**

*(Subject to Article 30, Section 2)*

**Job Class**

**Classification**

650010	Educational Aide - Elementary Schools
650015	Parent Mentor - Special Education
650030	Educational Aide - Secondary Schools
650035	Community Aide - Title 1 (Family Liaison)
650050	Building Administrators' Aide
650370	Instructional Assistant

<b>Employment Year</b>	<b>District Years</b>	<b>Annual Rate 2009-2010</b>	<b>College Credits* (48 / 96)</b>	
1-4	1-4	22,555	603	1,211
	5-11	23,320	625	1,250
	12-14	23,427	627	1,260
	15-16	23,536	629	1,265
	16+	23,646	633	1,271
5-8	5-11	27,055	625	1,250
	12-14	27,182	627	1,260
	15-16	27,307	629	1,265
	16+	27,434	633	1,271
9-12	9-11	27,458	625	1,250
	12-14	27,586	627	1,260
	15-16	27,716	629	1,265
	16+	27,843	633	1,271

13-20	13-14	28,190	627	1,260
	15-16	28,322	629	1,265
	16+	28,454	633	1,271
21	16+	29,570	633	1,271
26	16+	30,886	633	1,271
31	16+	32,522	633	1,271
36	16+	34,378	633	1,271

\*College credits differential per 48 quarter hours. Maximum of 96 quarter hours.  
**Ten month service employees are on the 26 pay plan.**

**CLASSIFIED SALARY SCHEDULE** *(continued)*

<u>Job Class</u>	<u>Classification</u>			
650040	Educational Aide - Substitute			
650360	Instructional Assistant - Substitute			
650058	Day Care - Substitute			
650375	Day Care Technician - Substitute			
	<b>Employment</b>	<i>(Subject to Article 30, Section 2)</i>	<i>(Subject to Article 30, Section 2)</i>	
	<u>Year</u>	<b>2007-08</b>	<b>2008-09</b>	<b>2009-10</b>
	1 - 4	\$ 8.82	\$ 9.08	\$ 9.35
	5 - 8	\$10.22	\$10.52	\$10.84
	9 - 12	\$10.38	\$10.69	\$11.01
	13-20	\$10.60	\$10.92	\$11.24
	21	\$11.00	\$11.33	\$11.67
	26	\$11.53	\$11.87	\$12.23
	31	\$12.10	\$12.47	\$12.84
	36	\$12.79	\$13.18	\$13.57

(Salaries reflect actual days worked - 195 days)

<u>Job Class</u>	<u>Classification</u>
650340	Instructional Technician
650341	Computer Technician
650335	YRC Coordinator
650350	Instructional Aide
650352	Instructional Aide - Alternative to Suspension Program (ATSP)

<u>Employment</u>	<u>District</u>	<i>(Subject to Article 30, Section 2)</i>		<i>(Subject to Article 30, Section 2)</i>
<u>Year</u>	<u>Years</u>	<u>2007-08</u>	<u>2008-09</u>	<u>2009-10</u>
1-20	1-4	29,543	30,429	31,342
	5-11	30,543	31,459	32,403
	12-14	30,687	31,608	32,556
	15-16	30,829	31,754	32,707
	16+	30,972	31,901	32,858
21	16+	32,021	32,982	33,971
26	16+	33,204	34,200	35,226
31	16+	34,798	35,842	36,917
36	16+	36,553	37,649	38,779

Ten - month service employees are on the 26 - pay plan

**CLASSIFIED SALARY SCHEDULE (continued)**

<u>Job</u> <u>Class</u>	<u>Classification</u>			
650320	Attendance Specialist I			
650325	Attendance Liaison			
			<i>(Subject to Article 30, Section 2)</i>	<i>(Subject to Article 30, Section 2)</i>
<u>Employment</u> <u>Year</u>	<u>District</u> <u>Years</u>	2007-2008	2008-2009	2009-2010
1	1-4	26,084	26,867	27,673
	5-11	26,969	27,778	28,611
	12-14	27,095	27,908	28,745
	15-16	27,222	28,039	28,880
	16+	27,349	28,169	29,014
2	2-4	27,424	28,247	29,094
	5-11	28,354	29,205	30,081
	12-14	28,487	29,342	30,222
	15-16	28,620	29,478	30,363
	16+	28,752	29,614	30,503
3	3-4	28,511	29,367	30,248
	5-11	29,475	30,359	31,270
	12-14	29,615	30,504	31,419
	15-16	29,753	30,645	31,565
	16+	29,892	30,788	31,712
4	4	29,892	30,788	31,712
	5-11	30,906	31,833	32,788
	12-14	31,051	31,982	32,942
	15-16	31,194	32,130	33,094
	16+	31,339	32,280	33,248
5	5-11	31,937	32,895	33,882
	12-14	32,087	33,049	34,041
	15-16	32,235	33,203	34,199
	16+	32,385	33,357	34,357
6 - 20	6-11	33,414	34,417	35,449
	12-14	33,570	34,577	35,614

	15-16	33,727	34,739	35,781
	16+	33,884	34,901	35,948
21-25	16+	34,833	35,878	36,954
26-30	16+	36,045	37,126	38,240
31-35	16+	37,542	38,668	39,828
36	16+	39,326	40,506	41,721

Ten - month service employees are on the 26 - pay plan

### CLASSIFIED SALARY SCHEDULE *(continued)*

Job

Class

Classification

650330

Day Care Technician

Employment  
Year

District  
Years

Hourly  
Rate

*(Subject to  
Article 30,  
Section 2)*

*(Subject to  
Article 30,  
Section 2)*

**2007-08**

**2008-09**

**2009-10**

1

1 - 4

22598.00

23275.94

23974.22

4 - 11

23365.00

24065.95

24787.93

12 - 15

23473.00

24177.19

24902.51

15 - 16

23586.00

24293.58

25022.39

16+

23693.00

24403.79

25135.90

Job Class

Classification

650110

School Staff Aide

**2007-08**

**2008-09**

**2009-10**

*(Subject to  
Article 30,*

*Article 30,*

		<i>Section 2)</i>	<i>Section 2)</i>
	<b>Annual</b>	<b>Annual</b>	<b>Annual</b>
	<b>Rate</b>	<b>Rate</b>	<b>Rate</b>
Minimum	24001.00	24721.00	25463.00
Maximum	31064.00	31996.00	32956.00

**CLASSIFIED SALARY SCHEDULE** *(continued)*

<u>Job</u>	<u>Classification</u>
650355	Instructional Aide - Adult Education, Hourly
650342	Instructional Technician - Adult Education, Hourly

<u>Employment</u>	<u>District</u>	<u>Hourly</u>		
<u>Year</u>	<u>Years</u>	<u>Rate</u>	<i>(Subject to</i>	<i>(Subject to</i>
			<i>Article 30,</i>	<i>Article 30,</i>
			<i>Section 2)</i>	<i>Section 2)</i>
			<b>2007-08</b>	<b>2009-10</b>
			<b>2008-09</b>	
1-17	1-17	18.13	18.67	19.23
18-20	17+	18.20	18.75	19.31
21	17+	18.75	19.31	19.89
26	17+	19.44	20.02	20.62
31	17+	20.37	20.98	21.61
36	17+	21.45	22.09	22.76



36            18.97            0.36            0.71            19.54            0.37            0.73            20.12            0.38            0.75

\*College Credits differential per 48 quarter hours. Maximum of 96 quarter hours.

**CLASSIFIED SALARY SCHEDULE** *(continued)*  
**Social Worker/Parent Education Counselor**  
**2008-2010 Subject to Article 30, Section 2**

Step	2007-08	2007-08	2008-09	2008-09	2009-10	2009-10
	B.A.	M.A.	B.A.	M.A.	B.A.	M.A.
1	31,548	35,489	32,494	36,553	33,469	37,650
2	32,534	36,475	33,510	37,570	34,515	38,697
3	34,482	38,425	35,517	39,578	36,582	40,765
4	35,121	39,063	36,175	40,235	37,260	41,442
5	37,116	41,058	38,230	42,290	39,376	43,558
6	40,062	44,006	41,264	45,326	42,502	46,686
7	41,254	45,196	42,491	46,552	43,766	47,949
8	42,533	46,473	43,809	47,867	45,123	49,303
9	44,208	48,149	45,534	49,594	46,900	51,082
10	45,210	49,151	46,566	50,625	47,963	52,144
11	46,556	50,501	47,953	52,016	49,391	53,576
12	47,871	51,818	49,307	53,373	50,787	54,974
13	49,704	53,645	51,195	55,255	52,731	56,913
14	50,591	54,533	52,108	56,169	53,671	57,854
15	50,591	54,533	52,108	56,169	53,671	57,854
16	50,700	54,644	52,221	56,283	53,787	57,971
17	50,700	54,644	52,221	56,283	53,787	57,971
18	50,700	54,644	52,221	56,283	53,787	57,971
19	50,700	54,644	52,221	56,283	53,787	57,971
20	50,700	54,644	52,221	56,283	53,787	57,971
21	51,796	56,134	53,349	57,818	54,950	59,553
22	51,796	56,134	53,349	57,818	54,950	59,553
23	51,796	56,134	53,349	57,818	54,950	59,553
24	51,796	56,134	53,349	57,818	54,950	59,553
25	51,796	56,134	53,349	57,818	54,950	59,553
26	52,794	57,130	54,377	58,844	56,009	60,609
27	52,794	57,130	54,377	58,844	56,009	60,609
28	52,794	57,130	54,377	58,844	56,009	60,609
29	52,794	57,130	54,377	58,844	56,009	60,609
30	52,794	57,130	54,377	58,844	56,009	60,609



31	53,791	58,126	55,404	59,870	57,067	61,666
32	53,791	58,126	55,404	59,870	57,067	61,666
33	53,791	58,126	55,404	59,870	57,067	61,666
34	53,791	58,126	55,404	59,870	57,067	61,666
35	53,791	58,126	55,404	59,870	57,067	61,666
36	55,778	60,116	57,451	61,919	59,174	63,777

## HEARING OFFICERS/CLASSIFIED

STEP	2007-2008	2008-2009 <i>(Subject to Article 30, Section 2)</i>	2009-2010 <i>(Subject to Article 30, Section 2)</i>
1	39,392	40,574	41,791
2	40,563	41,780	43,034
3	41,822	43,077	44,369
4	43,468	44,772	46,115
5	44,454	45,787	47,161
6	45,778	47,152	48,566
7	47,072	48,484	49,939
8	48,872	50,339	51,849
9	49,745	51,237	52,774
10	49,745	51,237	52,774
11	49,852	51,348	52,888
12	49,852	51,348	52,888
13	49,852	51,348	52,888
14	49,852	51,348	52,888
15	49,852	51,348	52,888
16	50,930	52,458	54,032
17	50,930	52,458	54,032
18	50,930	52,458	54,032
19	50,930	52,458	54,032
20	50,930	52,458	54,032
21	51,912	53,469	55,073
22	51,912	53,469	55,073
23	51,912	53,469	55,073
24	51,912	53,469	55,073

<b>25</b>	51,912	53,469	55,073
<b>26</b>	52,892	54,478	56,113
<b>27</b>	52,892	54,478	56,113
<b>28</b>	52,892	54,478	56,113
<b>29</b>	52,892	54,478	56,113
<b>30</b>	52,892	54,478	56,113
<b>31</b>	54,845	56,491	58,186

**(Salaries reflect actual days worked - 195 days)**

<b><u>Job</u></b>	
<b><u>Class</u></b>	<b><u>Classification</u></b>
650351	Sign Language/Educational Interpreters

<b><u>Employment</u></b>	<b><u>District</u></b>			
<b><u>Year</u></b>	<b><u>Years</u></b>	<b>2007-08</b>	<b>2008-09</b>	<b>2009-10</b>
			<i>(Subject to Article 30, Section 2)</i>	<i>(Subject to Article 30, Section 2)</i>
1-20	1-4	29,543	30,429	31,342
	5-11	30,543	31,459	32,403
	12-14	30,687	31,608	32,556
	15-16	30,829	31,754	32,707
	16+	30,972	31,901	32,858
21	16+	32,021	32,982	33,971
26	16+	33,204	34,200	35,226
31	16+	34,798	35,842	36,917
36	16+	36,553	37,649	38,779

Ten - month service employees are on the 26 - pay plan

# **APPENDIX B**

## **SELECTED SECTIONS**

### **OF THE ADMINISTRATIVE CODE &**

### **RESOLUTIONS OF THE BOARD OF EDUCATION**

#### **1) Resolution No. 29831 —**

##### **Authorizing Payroll Deductions**

Be it resolved by the Board of Education of the District that a policy of payroll deduction be adopted for the purpose of paying union membership dues of employees and that the organizations included shall be the CTU and other employee unions (including the Cleveland Education Association and other associations) and any others that may be added; further, be it

Resolved that a similar policy be adopted for the purpose of paying pledges of employees into the United Appeal Fund of Greater Cleveland; and further, be it

Resolved that such payroll deductions shall be made only with the consent of the employee for either purpose and may be terminated by the employee upon thirty days' written notice.

#### **2) Resolution No. 32827 — Resolution Establishing Regulations on the Entry of Persons Other Than Student Staff and Faculty Upon School Grounds and Premises.**

Whereas, the Board of Education of the District is authorized by Section 3313.20 of the Revised Code of Ohio to make rules and regulations regarding the entry of persons other than students, staff and faculty upon school grounds and premises and to make rules and regulations necessary for the government of persons other than its students and employees entering upon its school grounds and premises, and

Whereas, it is necessary to make rules and regulations regarding the entry of persons other than students, staff and faculty upon school grounds and premises in order to protect students present on school grounds and premises, to protect the property of the Board of Education, and to insure the orderly operations of the schools; and

Whereas, Section 2917.211 of the Revised Code of Ohio provides for the imprisonment or fining, or both, of persons

trespassing, loitering or remaining in the building or upon the grounds of any school in violation of the rules and regulations of the Board of Education;

Now, therefore, be it resolved, by the Board of Education of the District, Cuyahoga County, State of Ohio, that;

1) Persons entering school grounds or premises during school hours who are not employees or pupils of the District assigned to the school shall report directly to the school Principal for permission to remain on school grounds or premises unless permission to enter and remain on school grounds has been received from the school Principal in advance.

2) No person who is not an employee or pupil of the District assigned to the school shall remain on school grounds or premises during school hours except with the permission of the school Principal expressly granted, nor remain on school grounds or premises beyond the period for which permission to remain has been granted by the school Principal, nor enter or be present on any part of school grounds or premises to which access has not been granted by the school Principal, nor remain on school grounds or premises after permission to remain has been denied or rescinded by the school Principal.

3) No person who is not an employee or pupil of the District assigned to the school shall enter or remain on school grounds or premises before or after school hours on days when school is in session, or at any time when school is not in session, except on authority or express permission of the Board of Education.

4) Presence upon school grounds or premises other than in conformance with the rules and regulations hereinafter set forth shall be subject to prosecution under Section 2917.211 of the Revised Code of Ohio.

5) The rules and regulations herein above set forth shall not apply to persons attending scheduled school events to which the public is invited.

6) The CEO of Schools is directed to post the rules and regulations hereinabove set forth on school grounds and premises and at the main entrance to each school building, as required by Section 3313.20 of the Revised Code of Ohio, and at all other entrances to each school building.

### **3) Administrative Code, Section 543 — Legal and Declared Holidays for Non-teaching Personnel**

Regular non-teaching employees shall receive holiday pay for each of the following holidays provided that within a single school calendar year they are in pay status on their regularly scheduled work days immediately before and after the holiday: New Year's Day (January 1), Martin Luther King, Jr. Day (the third Monday in January), President's day (the third Monday in February), Memorial Day (the last Monday in May), Labor Day (the first Monday in September), Veteran's Day (the eleventh of November), Thanksgiving Day (the fourth Thursday in November), and the following Friday (Thanksgiving Friday) and Christmas Day (December 25).

Should New Year's Day, Independence Day, Veteran's Day and or Christmas Day occur on a Saturday, the immediately preceding Friday will be observed as the Paid Holiday. Likewise, should any of these holidays occur on a Sunday, the immediately following Monday will be observed as the Paid Holiday.

Any Monday which may immediately precede or any Friday which may immediately follow New Year's Day, Independence Day and or Christmas Day will also be granted as paid holidays provided that the employee is in pay status on the regularly scheduled work days immediately before and after the holiday.

Regular employees working on Good Friday and/or on the day before Christmas will be released at noon and paid for a full day. When such early release occurs, those regular employees not scheduled to work on these days will be given four hours' holiday pay provided they are in pay status on their regularly scheduled work days immediately before and after the holiday.

When the schools are closed because of inclement weather and employees who are not required to be present are paid for the day, then any employee who is required to work shall also be paid for the day and in addition will be paid for all hours worked. This applies to regular employees only.

Those hours paid because of this inclement weather provision (and not actually worked) will be paid at a straight time rate and will not be considered in any overtime calculations.

# **APPENDIX C**

## **PARAPROFESSIONAL CAREER LADDER**

### **1. Definition**

The Cleveland Paraprofessional Career Ladder is a system of career options which afford paraprofessionals opportunities for professional growth and upward mobility in order to improve learning opportunities for students. Paraprofessionals will have opportunities to enhance their skills, knowledge and abilities, and improve the delivery of educational services by accepting additional responsibilities and duties. Lastly, the system will provide a choice so that paraprofessionals will be prepared to enter the teaching profession.

### **2. Eligibility**

The Cleveland Paraprofessional Career Ladder is available to employees of the District who are categorized as full-time paraprofessional personnel in the following positions:

- Educational Aide
- Instructional Assistant
- Instructional Aide
- Alternative to Suspension Program Aide
- Instructional Technician
- Day Care Technician
- Family Liaison
- Building Administrators' Aide
- School Staff Aide
- Parent Technician

Paraprofessionals who are interested in being considered must meet the specific career ladder level qualifications.

The employment status (salary, seniority or job assignment) of those paraprofessionals who choose not to participate or who fail to qualify will not be affected.

If any new paraprofessional classifications are established, employees hired in these classifications shall be eligible for the Paraprofessional Career Ladder.

### 3. Paraprofessional Career Ladder Chart

#### ELIGIBILITY

##### Level I-T (T =Teacher Track)

- Application
- Full-time paraprofessional
- High school diploma or GED
- Employed by District with one year successful paraprofessional experience
- 48 quarter hours or 32 semester hours of District approved college credits
- Educational Aide Permit (State of Ohio)

##### Level I-E (E = Enrichment Track)

- Application
- Full-time paraprofessional
- High school diploma or GED
- Employed by District with one year successful paraprofessional experience
- 80 approved in-service hours within last 5 years
- Educational Aide Permit (State of Ohio)

##### Level I-C (C=Combination Track)

- Application
- Full-time paraprofessional
- High school diploma or GED
- Employed by District with one year successful paraprofessional experience
- Combination of 24 quarter hours or 16 semester hours of District approved college credits  
And
- 40 District approved in-service hours
- Educational Aide Permit (State of Ohio)

#### REQUIREMENTS

- Performs responsibilities of paraprofessional as outlined in job description with a rating of at least “Average” in “Overall performance and quality of work”
- Participates in District’s Paraprofessional Development Institute
- Develops and completes job targets

- Performs responsibilities of paraprofessional as outlined in job description with a rating of at least “Average” in “Overall performance and quality of work”
- Participates in District’s Paraprofessional Development Institute
- Develops and completes job targets

- Performs responsibilities of paraprofessional as outlined in job description with a rating of at least “Average” in “Overall performance and quality of work”
- Participates in District’s Paraprofessional Development Institute
- Develops and completes job targets

## **APPENDIX D**

### **INACTIVE CLASSIFICATIONS**

- 1) Community Center Directors
- 2) Community Center Instructors
- 3) Day-to-Day Building Substitutes
- 4) Dental Hygienists
- 5) Manpower Training Program Personnel
- 6) Classroom aides
- 7) Dental aides
- 8) Medical aides
- 9) Nurses' aides
- 10) Remedial Reading aides
- 11) Attendance aides
- 12) Home visitor aides
- 13) Camping aides



## **APPENDIX E**

### **STUDENT HANDBOOK — Letter of Understanding**

The parties agree that the District and the CTU shall abide by the provisions of the District's *Student Handbook: Rights and Responsibilities*. The parties agree alleged departures from behavior or conduct mandated by the *Student Handbook* shall be submitted for resolution to a Student Handbook Tribunal.

The Student Handbook Tribunal will be composed of a representative appointed by the CEO, a representative appointed by the CTU President, and a parent representative mutually agreed upon in writing by the CEO and the CTU President. The majority recommendation of the Tribunal shall be adopted provided such recommendation is consistent with the *Student Handbook* and applicable law. The Tribunal shall not have the authority to impose discipline on a board employee or require the expenditure of District funds.

# APPENDIX F

## CMSD FORMS

Office Referral Form K-12.....	
Employee Statement to Justify the Use of Sick Leave Form .	
Sick Day Donation Request Form. ....	
Application for Special Privilege Leave Form .....	
Application for Assault Leave Form. ....	
Serious Assault or Battery Form, Article 15, Section 10	
Request for Leave of Absence PTA/Political Leave Form. . .	
Request for Leave of Absence Form. ....	
Request to Return from Leave of Absence Form. ....	
Request for Sabbatical Leave Form. ....	
Request for Professional-Business Leave Form.....	
Transcript Submittal Form.....	
Replacement Check Form. ....	
Notice of Retirement: 2007-2008 School Year-	
CTU (Local 279) .....	
Request to Job Share Form. ....	
Continuing Contract Request Form.....	
Pay for Substitute Teachers in Licensure Programs	
Licensure Funding Form. ....	
Substitute Do No Return Form. ....	

**CMSD OFFICE REFERRAL FORM  
KINDERGARTEN THROUGH GRADE 12**

Student Name: \_\_\_\_\_ Date: \_\_\_\_\_ Time/Period: \_\_\_\_\_

Grade/Home Room: \_\_\_\_\_ Location: \_\_\_\_\_

Problem Behavior: (List specific level(s) and offense(s) from Student Code of Conduct (See reverse side.)

Specific Description of Incident: (Include others involved. Use attachment if needed.)

Previous Action Taken:

<input type="checkbox"/> Conference with student	<input type="checkbox"/> Loss of privilege	<input type="checkbox"/> Right of Removal
<input type="checkbox"/> Parent contact	<input type="checkbox"/> Mediation	<input type="checkbox"/> Referral to IBA Team
<input type="checkbox"/> Behavioral contract	<input type="checkbox"/> Detention	<input type="checkbox"/> Sent to Office
	<input type="checkbox"/> Other _____	

Staff Recommendation:

Staff Name (**PRINT**) \_\_\_\_\_ Staff Signature \_\_\_\_\_

Administrative Decision:

<input type="checkbox"/> Conference with student	<input type="checkbox"/> In school alternative/suspension intervention
<input type="checkbox"/> Parent Contact	<input type="checkbox"/> Intent to suspend
<input type="checkbox"/> Behavioral Contract	<input type="checkbox"/> Out of school suspension
<input type="checkbox"/> Restitution	<input type="checkbox"/> Mediation
<input type="checkbox"/> Detention	<input type="checkbox"/> Other
<input type="checkbox"/> Expulsion – Student Assignment Intervention Form (SAIF)	

~~-----Detach and return to referring staff member-----~~

Student Name: \_\_\_\_\_ Date: \_\_\_\_\_ Grade/Home Room: \_\_\_\_\_

**In accordance with Article 15, Section 4 C "...The Principal or his/her representative shall inform the referring teacher of the disposition of the problem."**

Disposition of Referral (Corrective Action):

Administrator Name: \_\_\_\_\_ Date: \_\_\_\_\_

Return to: \_\_\_\_\_

**Teacher/Staff Member: Please fill in this portion for convenience.**

## CMSD OFFICE REFERRAL FORM PAGE 2

### STUDENT CODE OF CONDUCT

#### Level I – Offenses

- A. Possessing or using tobacco or tobacco substitutes (except hallucinogens) at school\*
- B. Failing to attend school on time or to attend classes on time
- C. Failing to attend all assigned classes
- D. Taking and using the writings and ideas of another and deceptively submitting them as one's own work in satisfying a school assignment
- E. Signing the name of another person for purpose of defrauding school personnel
- F. Cheating on examinations
- G. Possessing beepers, pagers, cellular telephones and similar electronic devices in school\*\*
- H. Wearing apparel that is unsafe or causes school disruption to the educational process
- I. Posting or distributing materials on school property that causes a disruption to the educational process

#### Level III – Offenses

- A. Using or bringing weapons or dangerous instruments to school:
  - A weapon is anything that is commonly used or designed to hurt someone or to put someone in fear (examples: knuckles, clubs, mace/pepper spray, etc.)
  - A dangerous instrument is anything that although not specifically designed to hurt someone, can be used to hurt someone or put someone in fear (examples: belts, combs, compasses, etc.)
  - Any object which closely resembles a weapon and could put persons in fear for their safety is included in this category
- B. Verbally or physically threatening to injure or harm a school staff member or student
- C. Intentionally causing physical injury to a school staff member
- D. Sexually assaulting another person (as specified in O.R.C. 2907.01)
- E. Intentionally causing or attempting to cause physical injury or intentionally behaving in such a way as could reasonably cause physical harm to another person
- F. Sexual conduct with or without mutual consent, including all forms of sexual harassment\* (See page 28)
- G. Hate crimes
- H. Engaging in drug related activities, including, but not limited to:
  - making, selling, or distributing drugs/counterfeit drugs at school;
  - bringing readily identifiable drug abuse instruments or paraphernalia to school, or having such items in his/her possession;
  - using or possessing drugs/counterfeit drugs at school.
- I. Intentionally burning or attempting to burn property\*\* (See page 28)
- J. Stealing, attempting to steal or possessing stolen property\*\* (See page 28)
- K. Stealing or attempting to steal any motor vehicle from school property\*\* (See page 28)
- L. Damaging or attempting to damage property\*\* (See page 28)
- M. Forcibly entering a school building, locker, classroom or secured enclosure\*\* (See page 28)
- N. Extorting or attempting to extort property
- O. Falsely sounding a fire alarm, or causing a fire alarm to be sounded
- P. Falsely communicating or causing to be communicated that a bomb is located in or on property owned or being used by the Cleveland Metropolitan School District
- Q. More than one person acting together to intentionally cause harm or injury to a lone individual.

#### Level II – Offenses

- A. As defined by the Principal, chronic violation of Level I offenses
- B. Leaving school without permission, in the absence of an emergency declared by the Principal
- C. Engaging in or causing a disruption on a school bus
- D. Verbally or physically threatening to injure or harm another person or intimidating another person by creating fear for personal safety
- E. Bringing alcoholic beverages to school or having alcoholic beverages in his/her possession
- F. Coming to school under the influence of alcoholic beverages or other drugs\*
- G. Intentionally causing an interruption of education in the classroom
- H. Using abusive or profane language
- I. Failing to adhere to school culture and directives of school personnel when subject to the authority of the school
- J. Intentionally participating in or initiating actions that result in the disruption of the entire school
- K. Fighting, hitting or pushing another student
- L. Gambling on school premises
- M. Trespassing, including entering a school to which the student is not assigned without signing in at the office, entering a school from which the student is suspended without permission from the school Principal, or bringing an unauthorized visitor to the school
- N. Intentionally participating in hazing activities
- O. Engaging in excessive displays of mutual affection.
- P. Engaging in an activity that may create a condition that is unsafe or unhealthy to others

\*Students who exhibit the following or other behaviors or indicators: having the odor of alcohol or marijuana on or about one's person; slurred speech; extreme drowsiness; reddening of the eyes; etc. As these indicators may appear as the result of other reasons the judgment of the administrator will prevail without prejudice to the student.

#### Level IV – Offenses

Commission of these offenses shall result in expulsion up to a period of one year and/or permanent exclusion from the District. The Chief Executive Officer may reduce the expulsion on a case-by-case basis in accordance with the Policy on Student Discipline. Matters, which might lead to a reduction of the expulsion period, include: the student's mental and/or physical characteristics or conditions; the age of the student and its relevance to the punishment; the prior disciplinary history of the student and/or the intent of the perpetrator.

- A. Bringing firearms and/or knives to any school operated by the District or onto any District property
  - The definition of a firearm is any weapon (including a starter gun) which is designed to or may readily be converted to expel a projectile by the action of an explosive; the frame or receiver of any such weapon; any firearm muffler or firearm silencer or any destructive device (as defined in 18 U.S.C.A. Section 921), which includes any explosive, incendiary or poisonous gas, bomb, grenade, rocket having an explosive or incendiary charge of more than one-quarter ounce, mine or device similar to any of the devices described above.
  - A knife is defined as a cutting instrument having a sharp blade.
- B. Possessing firearms or knives on District property
- C. Bringing or possessing firearms or knives to school events off District property while at a school-sponsored interscholastic competition, extracurricular event or other school-sponsored activity
- D. Possessing objects indistinguishable from firearms
  - The Board prohibits students from knowingly possessing an object on school premises, in a school or a school building, at a school activity or on a school bus if both of the following apply:
    1. The object is indistinguishable from a firearm, whether or not the object is capable of being fired; and
    2. The person indicates that the person possesses the object and that it is a firearm or the person knowingly displays or brandishes the object and indicates that it is a firearm.
  - As defined by Ohio law and for the purposes of this handbook, an "object that is indistinguishable from a firearm" means an object made, constructed or altered so that, to a reasonable person without specialized training in firearms, the object appears to be a firearm.
- E. Commission of an act while under the authority of the District that is a criminal offense when committed by an adult

The Board prohibits such acts which are committed while at school, on District owned/operated property or at school-sponsored activity and which result in serious physical harm to persons or property as defined in O.R.C. 2901.01.

**EMPLOYEE STATEMENT TO JUSTIFY  
THE USE OF SICK LEAVE FORM**

**SICK DAY DONATION REQUEST FORM**

**APPLICATION FOR SPECIAL PRIVILEGE LEAVE FORM**

# APPLICATION FOR ASSAULT LEAVE FORM



**SERIOUS ASSAULT OR BATTERY FORM,  
ARTICLE 15, SECTION 10**

**REQUEST FOR LEAVE OF ABSENCE  
PTA/POLITICAL LEAVE FORM**

**REQUEST FOR LEAVE OF ABSENCE FORM**  
**2 PAGES**

# REQUEST TO RETURN FROM LEAVE OF ABSENCE FORM

# REQUEST FOR SABBATICAL LEAVE FORM

# REQUEST FOR PROFESSIONAL-BUSINESS LEAVE FORM

# TRANSCRIPT SUBMITTAL FORM

## CLEVELAND METROPOLITAN SCHOOL DISTRICT TRANSCRIPT SUBMITTAL FORM

SSN: XXX - XX - \_\_\_\_\_

\_\_\_\_\_  
(Last Name)  
(MI)

\_\_\_\_\_  
(First Name)

School/Bldg \_\_\_\_\_ Title/Position

Phone: (H) (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ (Alternate) (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

THE ATTACHED TRANSCRIPT(S) IS BEING SUBMITTED FOR THE FOLLOWING REASON(S):  
(PLEASE CHECK)

- \_\_\_\_\_ 1. Initial Transcript (New Hire)
- \_\_\_\_\_ 2. Certification/Licensure renewal and/or upgrade
- \_\_\_\_\_ 3. Vocational Certification/Licensure
- \_\_\_\_\_ 4. Salary Schedule Change (Please read carefully and follow the instructions below)
- \_\_\_\_\_ 5. Other (Please specify)

### Instructions for a Schedule Change

- Request that an **OFFICIAL COPY** and a **Student Copy** of your transcript from the college or university be forwarded directly to yourself.
- At the time of your request, verify with the college or university that the degree if applicable, is posted on the transcript.
- Open only the student copy of the transcript and verify that the information on the transcript is correct.
- Attach the official copy of all transcripts verifying academic work completed for the schedule you are requesting unopened to the form and submit to: *Cleveland Metropolitan School District, Human Resources Department, 1380 East Sixth Street, Room 500N, Cleveland, OH 44114, ATTN: L. Matthews.*
- **SUBMIT UNOPENED OFFICIAL TRANSCRIPTS ONLY.**
- If you are requesting schedule E or F, the master's degree transcript in addition to the transcripts verifying the additional hours must be attached to the form in order to be processed.

- **TRANSCRIPTS WILL NOT BE PULLED FROM THE EMPLOYEE FILE OR ANY OTHER SOURCE.**
- **Grade reports, copies of degrees and letters from universities or colleges will not be accepted.**
- **This form and official transcripts** must be received in the Human Resources Department by October 1<sup>st</sup> for a first semester adjustment and by March 1<sup>st</sup> for a second semester adjustment. **THERE WILL BE NO EXCEPTIONS TO THESE DEADLINES.**
- For additional information regarding salary adjustments, please refer to the Agreement between the Board of Education of the Cleveland Metropolitan School District and the Cleveland Teachers Union Local #279.

Please check your current schedule:  
schedule:

B     C     D     E  
E            F

Please check requested

C     D       

I have read the above and understand that it is my responsibility to submit all transcripts in accordance with the aforementioned instructions and deadlines.

\_\_\_\_\_  
Signature  
Date

Human Resources.REV.cac.8.14.07

**CLEVELAND METROPOLITAN SCHOOL DISTRICT**  
**TRANSCRIPT SUBMITTAL FORM**  
**INSTRUCTIONS**

**PLEASE PRINT ALL INFORMATION**

- ***LAST FOUR DIGITS*** OF YOUR SOCIAL SECURITY NUMBER
- LAST NAME, FIRST NAME, AND MIDDLE INITIAL
- NAME OF SCHOOL OR BUILDING WHERE YOU WORK (IF MORE THAN ONE, PLEASE INDICATE VARIOUS)
- YOUR JOB TITLE/POSITION
- HOME PHONE NUMBER
- ALTERNATE PHONE NUMBER

**CHECK ONE OR MORE OF THE FOLLOWING REASONS FOR SUBMITTING YOUR TRANSCRIPT (ONE OFFICIAL SET OF TRANSCRIPTS MUST BE SUBMITTED FOR EACH REASON CHECKED):**

1. **INITIAL OFFICIAL TRANSCRIPT - CHECK HERE IF YOU ARE A NEW TEACHING OR NON-TEACHING EMPLOYEE AND YOUR INTENT IS TO SATISFY THE REQUIREMENT FOR OFFICIAL TRANSCRIPTS TO BE ON FILE WITH HUMAN RESOURCES.**



2. **CERTIFICATION/LICENSURE RENEWAL AND/OR UPGRADE** - CHECK HERE IF YOUR INTENT IS TO RENEW A CERTIFICATE/LICENSE OR UPGRADE TO A LICENSE. YOU MUST HAVE AN APPROVED INDIVIDUAL PROFESSIONAL DEVELOPMENT PLAN (IPDP) ON FILE WITH HUMAN RESOURCES TO UPGRADE TO A LICENSE OR TO RENEW YOUR CURRENT CERTIFICATE.
3. **VOCATIONAL CERTIFICATION/LICENSURE** – CHECK HERE IF YOUR INTENT IS TO ACQUIRE A VOCATIONAL CERTIFICATE/LICENSE. VOCATIONAL APPLICATIONS MUST BE ACCOMPANIED BY A VE 37 FOR PROCESSING.
4. **SCHEDULE CHANGE** – CHECK HERE IF YOU ARE REQUESTING A SCHEDULE CHANGE AS PER THE AGREEMENT BETWEEN THE BOARD OF EDUCATION OF THE CLEVELAND METROPOLITAN SCHOOL DISTRICT AND THE CLEVELAND TEACHERS UNION LOCAL #279. PLEASE READ AND FOLLOW THE INSTRUCTIONS CAREFULLY.

**PLEASE NOTE: TRANSCRIPTS WILL NOT BE PULLED FROM THE EMPLOYEE FILE. THE TRANSCRIPTS ATTACHED MUST REFLECT THE REQUIRED NUMBER OF HOURS OR THE APPROPRIATE CONFERRED DEGREE. IN THE EVENT INSUFFICIENT DOCUMENTATION HAS BEEN PRESENTED, THE FORM AND THE ATTACHMENTS WILL BE RETURNED TO YOU.**

5. **OTHER** - CHECK HERE IF NONE OF THE ABOVE STATES YOUR REASON FOR SUBMITTING A TRANSCRIPT. PLEASE SPECIFY YOUR REASON FOR SUBMITTING TRANSCRIPTS TO ENSURE THAT THEY ARE FORWARDED TO THE APPROPRIATE HUMAN RESOURCES REPRESENTATIVE.

PLEASE SIGN AND DATE THE FORM, ATTACH THE OFFICIAL TRANSCRIPTS AND  
SUBMIT

VIA U.S. MAIL TO:  
CLEVELAND METROPOLITAN SCHOOL DISTRICT  
1380 EAST SIXTH STREET ROOM 500N - ATTN: L. MATTHEWS  
CLEVELAND, OH 44114

OR VIA SCHOOL MAIL TO THE:  
HUMAN RESOURCES DEPARTMENT, ROOM 500N - ATTN: L. MATTHEWS

# REPLACEMENT CHECK FORM

**NOTICE OF RETIREMENT:2007-2008 SCHOOL YEAR  
CTU (LOCAL 279) FORM**

# REQUEST TO JOB SHARE FORM

# CONTINUING CONTRACT REQUEST FORM

**PAY FOR SUBSTITUTE TEACHERS IN CERTIFICATION  
PROGRAMS**

# LICENSURE FUNDING FORM

**SUBSTITUTE DO NOT RETURN FORM**



## **APPENDIX G**

### **SCHOOLS REQUIRING INTERVENTION**

School intervention in the District is intended to help ensure that the District goal of improving student achievement is attained. For a variety of reasons, schools may fail to demonstrate acceptable levels of performance. Intervention is intended to identify strategies and resources designed to improve performance. Should those strategies and resources fail to produce the desired outcomes, intervention provides a mechanism for reconstitution. Indications that a school requires intervention include, but are not limited to, the indicators listed under the provisions of No Child Left Behind (NCLB) to include the following: Student Achievement, Attendance, School Climate, and Student Discipline as delineated below.

### **ACADEMIC INTERVENTION TEAM**

The recommendation that a school is in need of intervention will be made by an Academic Intervention Team (AIT) consisting of four representatives selected by the CEO and four representatives selected by the CTU President. The District will inform the AIT of the resources available for intervention in troubled schools by July 1st of each school year. The Chief Academic Officer (CAO), in accord with the CEO, will provide the AIT a list of schools to be reviewed for possible intervention. In making its recommendation, the AIT will review all relevant district data, observations by administration, observations by the CTU, and other appropriate indicators of school performance, and recommend which schools merit intervention. The AIT may review for possible intervention schools not on the list provided by the CAO.

The AIT will make its recommendations to the Chief Academic Officer (CAO) for each school reviewed along with a supporting rationale for each such recommendation, consistent with the resources available. The CAO, in accord with the CEO, will make the final determination of schools requiring intervention from the list of schools reviewed by the AIT.

### **CRITERIA FOR INTERVENTION**

The criteria for intervention include, but are not limited to:

- ❖ Designation of year 4, 5, or 6 of School Improvement Status.
- ❖ Student Achievement.
  - Clear academic (content) standards, detailing what every student is expected to know and demonstrate mastery of, are essential for a school to determine if they are fulfilling their mission of educating youngsters

effectively. The District's accountability system is tied to students' achievement on Ohio's State Graduation or Achievement tests.

A school's course of study must be tightly aligned with the learner outcomes measured by the state's graduation and achievement tests in order for students to demonstrate proficiency. Student achievement measures that indicate a school is in need of intervention are defined by the Ohio Department of Education through the NCLB School Improvement process.

❖ Attendance (Student/Staff).

Students are more likely to skip school if they feel unsafe or unmotivated. If students do not attend school they cannot learn. Student attendance is a necessary prerequisite for student achievement. High rates of staff absenteeism are also unacceptable. Continuity and stability in instruction are essential for students to learn. The causes of absenteeism, whether student or staff, are often elements of a school's operation that are under its control. Discipline problems, low expectations for students and staff and building safety issues often explain variance in student and staff attendance. Attendance measures that indicate a school in need of intervention would include either of the following:

- Student attendance target acquisition;
- Teacher attendance rate. (A teacher attendance rate would account for scheduled in-service training, and Family and Medical Leave Act days.)

❖ School Climate (Staff Attrition).

In order to provide schools with data concerning their school climate, the District administers a survey that measures responses from staff, students, parents, and the greater community on seven attributes of effective schools. The Attributes of an Excellent School survey (AES) measures the degree to which a school possesses the following attributes:

- Positive school climate that is safe and orderly;
- Parent and community involvement;
- High expectations for staff and student performance;
- Frequent monitoring of student progress;
- Clearly defined mission;
- Continuous planning process;
- Shared leadership.

In addition to the attitudinal data gathered by the survey, other measures of school climate that would validate the results of the Attributes of an Excellent

School survey and indicate a school with a school climate in need of intervention include:

- High rates of staff attrition through requests for transfer;
- Substantiated parental complaints.

❖ Student Discipline.

The causes of disruptive behavior and school violence are often elements of a school's operation that are under its control. Meeting the needs of students and addressing their various learning styles is a school wide effort. Developing culturally rich programs, using a variety of resources, linking with social service agencies, reaching out effectively to parents and the community, applying consistent and appropriate consequences for student violations, and holding high expectations for student behavior are all strategies that can act as deterrents to disruptive behavior. Schools that are unable to create a safe and orderly educational environment are presumptively in need of intervention. Indicators of a school requiring intervention may include any of the following:

- High levels of disruption and student discipline problems;
- High rates of staff attrition through requests for transfer;
- Substantiated parental complaints.

### **ACADEMIC INTERVENTION PROCESS**

The Academic Intervention Team will assess those schools it has identified as most meriting intervention, and will recommend the method and scope of intervention within the parameters of the District's resources as allocated for that purpose. The District will provide those resources.

After the school's Core Planning Team has met with the Academic Intervention Team, a detailed analysis of proficiency, attendance, and school climate results for the school year will be conducted. Following this analysis, which should point out changes from previous results and building strengths and weaknesses, a recommendation will be made as to whether the school's current Academic Achievement Plan (AAP) will address the school's need for intervention. If the current plan appears sufficient to meet the school's needs, the Academic Intervention Team will commit to specified support roles in assisting the school's implementation of the plan. If the current Academic Achievement Plan is not deemed sufficient to address the school's need for intervention, a plan of action will

be created to supplement the strategies already agreed upon in the school's Academic Achievement Plan.

The plan of action will outline any changes in the school's Academic Achievement Plan and will specify the Intervention Team's responsibilities in assisting the school's implementation of the revised plan.

The plan of action will be created jointly by the school's Core Planning Team and the Intervention Team.

Approval by 70 percent of the school's staff is necessary for any proposed modifications to the AAP. Failure of a school staff to approve the proposed modifications to the AAP will not relieve that school of the expectation for improved performance and such failure to improve performance shall result in reconstitution.

Academic intervention steps that may be taken in working with a school shall include, but are not limited to, any of the following:

- a) Allocation of more academic, financial, and/or other resources;
- b) Reduced ratio of pupils to certificated classroom teachers;
- c) Amendment of the school's Academic Achievement Plan with a plan of action;
- d) Mandatory professional development as determined by the Academic Intervention Team.

#### **ACADEMIC INTERVENTION OUTCOMES**

The Academic Intervention Team will recommend, no earlier than June 1st and no later than July 1st of the intervention year, that one of three outcomes will occur:

- The school has demonstrated improvement by valid statistical data and can move forward with implementation of their AAP. They no longer require intervention.
- The school has not demonstrated improvement by valid statistical data sufficient to move them out of Academic Intervention status, but that the school is on the right track and should be allowed to continue their school improvement efforts and continue to receive support. Professional development opportunities become mandatory for all CTU bargaining unit members.
- The school has not demonstrated improvement and should be reconstituted.

#### **RECONSTITUTION**

The decision of the Chief Academic Officer, in accord with the CEO, to reconstitute a school will be made no earlier than June 1st of each school year, and no later than July 1st. No such decision shall be unreasonable, arbitrary or

discriminatory.

- 1) In lieu of the transfer provisions of the Collective Bargaining Agreement, the following steps shall be taken:
  - a) Each affected certificated CTU bargaining unit member shall be notified no later than July 1st that his/her school has been reconstituted. Included in the notification will be a list of open positions in all schools. Transfers will be made according to the necessary transfer list.
  - b) All CTU bargaining unit members and administrators will be cleared from the school. After three years, CTU bargaining unit members may utilize the voluntary transfer process to apply for any open positions in the reconstituted schools.
  - c) Human Resources shall fill open positions in order of seniority, as per necessary transfer.
- 2) There shall be no reprisals of staff members from reconstituted schools.
- 3) A new Principal will be appointed, and that Principal, parents from the school's SPO, and a CTU representative, will re-staff the school through an interview process.
- 4) The first year a newly reconstituted school operates, it retains all the intervention support services of the previous year.
- 5) The newly reconstituted school will reopen with a research-based model. Teachers will be provided necessary training and support in order to implement the model.
- 6) Communication of the school's status and new direction to parents and students will be made a priority in order to alleviate concerns, confusion, and possible misconceptions.

# **APPENDIX H**

## **ACADEMIC ACHIEVEMENT PLAN TEMPLATES**

**The Elementary/K-8 Academic Achievement Plan template and the Secondary School Academic Achievement Plan template are available through either the Chief Academic Officer Office or the Cleveland Teachers Union.**

## **APPENDIX I JOINT RESOLUTIONS**

### **RE: TEACHER INCENTIVE GRANT**

Whereas the Cleveland Teachers Union and the Cleveland Metropolitan School District agree that educational leadership should be recognized and fostered from the ranks of current practitioners, and

Whereas teachers should be rewarded for knowledge and skills that advance the high-priority educational goals of improving student academic achievement, mentoring new and veteran teachers, providing peer assistance and review, serving in leadership roles, or assuming additional curriculum and instructional responsibilities that meet mutually agreed upon high quality professional standards,

Therefore be it resolved that the Cleveland Teachers Union and the Cleveland Metropolitan School District have agreed to collaborate regarding the Teacher Incentive Fund (TIF) in developing alternate forms of compensation based on exemplary performance beginning in the 2007-2008 school year.

### **RE: HEALTH CARE CLINICS**

Whereas the wellness and health of our children are often at risk due to socio-economic factors; and

Whereas parents and children often lack access to health care providers; and

Whereas we believe that our commitment to the whole child is as important as strengthening the mind;

Therefore be it resolved, the Cleveland Teachers Union and the Cleveland Metropolitan School District jointly agree that functioning health clinics must be established on a regional basis in district K-8 schools for the purpose of providing basic health care and wellness services to all students, who deserve the opportunity to perform at their physical and mental best.

Therefore be it further resolved, the Cleveland Teachers Union and the Cleveland Metropolitan School District will meet with area health care providers for the purpose of securing the commitment, resources, and expertise to plan and to implement these regional health clinics.

Therefore be it further resolved, under the operational guidance of CMSD nurses and other district support personnel who will staff these health clinics, medical services for district students and their families will be provided by area health care providers for the purpose of insuring that Cleveland youth are in the best possible health and are ready to learn at their fullest potential.

**RE: VOLUNTEER MENTORING SYSTEM**

Whereas mentoring is a strategy that helps young people succeed in life by giving them the confidence, skills and resources to reach their potential and;

Whereas mentoring enables students to pair with adults who provide one on one guidance, support, and encouragement, creating a bond that endures throughout the school year and beyond;

Whereas we recognize and support the many volunteer activities in which employees throughout the district are currently involved;

Therefore be it resolved, the Cleveland Metropolitan School District and the Cleveland Teachers Union are committed to collaborating in the development of an ongoing volunteer mentoring system that will encourage and strengthen mentoring in our district.



## APPENDIX J

### START/END TIMES

Unless modified by this Collective Bargaining Agreement or by future joint agreement of CMSD and CTU, any modification in the 2006/07 starting and ending times for individual schools as provided below will remain unchanged for the 2007/08 and subsequent school years.

Location Name	Total Hr.	Teacher Report TIME	Instructional Time Begins	END TIME
A. G. BELL @ SKYLINE OPTION COMPLEX	6 hr. 40 min.	7:50	8:00	2:30
ADLAI E STEVENSON	6 hr. 40 min.	9:20	9:30	4:00
ALBERT B. HART	6 hr. 40 min.	7:50	8:00	2:30
ALMIRA	6 hr. 40 min.	9:20	9:30	4:00
ANDREW J. RICKOFF	6 hr. 40 min.	7:50	8:00	2:30
ANTON GRDINA	6 hr. 40 min.	7:50	8:00	2:30
ARTEMUS WARD @ HALLE	6 hr. 40 min.	9:20	9:30	4:00
AUDUBON	6 hr. 40 min.	7:50	8:00	2:30
BENJAMIN FRANKLIN	6 hr. 40 min.	7:50	8:00	2:30
BOLTON	6 hr. 40 min.	9:20	9:30	4:00
BOYS ACADEMIES	7 hr. 40 min.	7:50	8:00	3:30
BROOKLAWN	6 hr. 40 min.	9:20	9:30	4:00
BUCKEYE WOODLAND	6 hr. 40 min.	9:20	9:30	4:00
BUHRER	6 hr. 40 min.	9:20	9:30	4:00
CAPTAIN ARTHUR ROTH	6 hr. 40 min.	7:50	8:00	2:30
CARL F SHULER	6 hr. 40 min.	7:50	8:00	2:30
CASE	6 hr. 40 min.	7:50	8:00	2:30
CENTRAL/CARL&LOUIS STOKES	6 hr. 40 min.	7:50	8:00	2:30
CHARLES A. MOONEY	6 hr. 40 min.	7:50	8:00	2:30
CHARLES DICKENS	6 hr. 40 min.	9:20	9:30	4:00
CHARLES H. LAKE @ LOUIS PASTEUR	6 hr. 40 min.	9:20	9:30	4:00
CHARLES W. ELIOT	6 hr. 40 min.	7:50	8:00	2:30
CLARA E WESTROPP	6 hr. 40 min.	7:50	8:00	2:30
CLARK	6 hr. 40 min.	9:20	9:30	4:00
CLEVELAND SCHOOL OF ARTS	6 hr. 40 min.	7:50	8:00	2:30
COLLINWOOD	6 hr. 40 min.	7:50	8:00	2:30
DANIEL E. MORGAN	6 hr. 40 min.	7:50	8:00	2:30
DENISON	6 hr. 40 min.	9:20	9:30	4:00
DIKE	6 hr. 40 min.	9:20	9:30	4:00
DOWNTOWN EDUCATION CENTER	6 hr. 40 min.	7:50	8:00	2:30
E. DESAUZE CONTEMPORARY ACADEMY	6 hr. 40 min.	9:20	9:30	4:00
EARLY CHILDHOOD CENTER	6 hr. 30 min.	9:20	9:30	3:50
EAST CLARK @ MARGARET SPELLACY	6 hr. 40 min.	7:50	8:00	2:30
EAST HIGH	6 hr. 40 min.	7:50	8:00	2:30
EAST TECH	6 hr. 40 min.	7:50	8:00	2:30
EMPIRE COMPUTECH	6 hr. 40 min.	9:20	9:30	4:00
FOREST HILL PARKWAY	6 hr. 40 min.	9:20	9:30	4:00
FRANKLIN D. ROOSEVELT	6 hr. 40 min.	7:50	8:00	2:30
FULLERTON	6 hr. 40 min.	9:20	9:30	4:00
FUNDMNTL EDUC CTR ROCKEFELLER	6 hr. 40 min.	9:20	9:30	4:00
GARRETT MORGAN SCHOOL OF SCI	6 hr. 40 min.	7:50	8:00	2:30

GENESIS HIGH SCHOOL	6 hr. 40 min.	7:50	8:00	2:30
GEORGE WASHINGTON CARVER	6 hr. 40 min.	7:50	8:00	2:30
GIDDINGS	6 hr. 40 min.	9:20	9:30	4:00
GINN ACADEMY	6 hr. 40 min.	7:35	7:45	2:15
GIRLS ACADEMIES	6 hr. 40 min.	7:50	8:00	2:30
GLENVILLE	6 hr. 40 min.	7:50	8:00	2:30
GRACEMOUNT	6 hr. 40 min.	7:50	8:00	2:30
H. BARBARA BOOKER	6 hr. 40 min.	9:20	9:30	4:00
HANNAH GIBBONS – NOTTINGHAM	6 hr. 40 min.	9:20	9:30	4:00
HARRY L. EASTMAN	6 hr. 40 min.	7:50	8:00	2:30
HARVEY RICE @ JESSE OWENS (SKYLINE)	6 hr. 40 min.	7:50	8:00	2:30
HENRY LONGFELLOW	6 hr. 40 min.	9:20	9:30	4:00
HIGH TECH ACADEMY	N/A	12:00	N/A	2:00
IOWA MAPLE	6 hr. 40 min.	9:20	9:30	4:00
JAMES F. RHODES	6 hr. 40 min.	7:50	8:00	2:30
JANE ADDAMS	6 hr. 40 min.	7:50	8:00	2:30
JOHN ADAMS HIGH	6 hr. 40 min.	7:50	8:00	2:30
JOHN F. KENNEDY	6 hr. 40 min.	7:50	8:00	2:30
JOHN HAY	7 hr 35 min.	7:50	8:00	3:25
JOHN MARSHALL	6 hr. 40 min.	7:50	8:00	2:30
JOHN W. RAPER	6 hr. 40 min.	7:50	8:00	2:30
JOSEPH LANDIS	6 hr. 40 min.	7:50	8:00	2:30
JOSEPH M. GALLAGHER	6 hr. 40 min.	7:50	8:00	2:30
LINCOLN WEST	6 hr. 40 min.	7:50	8:00	2:30
LOUIS AGASSIZ	6 hr. 40 min.	9:20	9:30	4:00
LOUISA M. ALCOTT	6 hr. 30 min.	9:20	9:30	3:50
LUIS MUNOZ MARIN MIDDLE SCHOOL	6 hr. 40 min.	7:50	8:00	2:30
M. L. K./HEALTH CAREERS	6 hr. 40 min.	7:50	8:00	2:30
MARION CHAMPLIN SELTZER	6 hr. 40 min.	9:20	9:30	4:00
MARION-STERLING	6 hr. 40 min.	7:50	8:00	2:30
MARY B. MARTIN	6 hr. 40 min.	7:50	8:00	2:30
MARY M. BETHUNE	6 hr. 40 min.	7:50	8:00	2:30
MAX S. HAYES	6 hr. 40 min.	7:50	8:00	2:30
MCKINLEY	6 hr. 40 min.	9:20	9:30	4:00
MEMORIAL	6 hr. 40 min.	7:50	8:00	2:30
MICHAEL R. WHITE	6 hr. 40 min.	9:20	9:30	4:00
MILES	6 hr. 40 min.	9:20	9:30	4:00
MILES PARK	6 hr. 40 min.	7:50	8:00	2:30
MOUND	6 hr. 40 min.	7:50	8:00	2:30
NATHAN HALE	6 hr. 40 min.	7:50	8:00	2:30
NEWTON D. BAKER	6 hr. 40 min.	9:20	9:30	4:00
O. H. PERRY	6 hr. 40 min.	7:50	8:00	2:30
OPTION COMPLEX @ MARGARET IRELAND	6 hr. 40 min.	7:50	8:00	2:30
ORCHARD	6 hr. 40 min.	9:20	9:30	4:00
PATRICK HENRY	6 hr. 40 min.	7:50	8:00	2:30
PAUL L. DUNBAR	6 hr. 40 min.	9:20	9:30	4:00
PAUL REVERE	6 hr. 40 min.	7:50	8:00	2:30
ROBERT H. JAMISON	6 hr. 40 min.	9:20	9:30	4:00
RIVERSIDE	6 hr. 40 min.	9:20	9:30	4:00
ROBERT FULTON	6 hr. 40 min.	9:20	9:30	4:00
ROBINSON G. JONES @ NATHANIEL				
HAWTHORNE	6 hr. 40 min.	9:20	9:30	4:00
SCRANTON	6 hr. 40 min.	7:50	8:00	2:30
SOUTH HIGH	6 hr. 40 min.	7:50	8:00	2:30

SUCCESSTECH	6 hr. 40 min.	7:50	8:00	2:30
SUNBEAM @ SKYLINE OPTION COMPLEX	6 hr. 40 min.	9:20	9:30	4:00
TREMONT	6 hr. 40 min.	9:20	9:30	4:00
UNION	6 hr. 40 min.	7:50	8:00	2:30
WADE PARK @ HARRY E. DAVIS	6 hr. 40 min.	7:50	8:00	2:30
WALTON	6 hr. 40 min.	9:20	9:30	4:00
WATTERSON-LAKE	6 hr. 40 min.	9:20	9:30	4:00
WAVERLY	6 hr. 40 min.	9:20	9:30	4:00
WHITNEY YOUNG	6 hr. 40 min.	7:50	8:00	2:30
WILBUR WRIGHT	6 hr. 40 min.	7:50	8:00	2:30
WILLOW	6 hr. 40 min.	7:50	8:00	2:30
WILLIAM C. BRYANT	6 hr. 40 min.	9:20	9:30	4:00
WOODLAND HILLS	6 hr. 40 min.	9:20	9:30	4:00

## **APPENDIX K**

### **HIGH SCHOOL SCHEDULING**

Beginning with the 2007/08 school year, the schedule of the instructional day as defined by CMSD and CTU will be modified traditional with block throughout all district schools that have one or more of the following grades: 9, 10, 11, and 12.

#### UNIQUE FEATURES:

1. For freshmen and sophomores, English, math, and science are double periods. Students remain with the same teacher for both periods without a break between periods.
2. Unless double periods for 9<sup>th</sup> or 10<sup>th</sup> grade, English, math, and social studies periods are forty (40) minutes.
3. Mods are twenty (20) minutes. Teachers have an additional twenty (20) minutes of unassigned time due to an odd number of Mods.
4. Passing time is four (4) minutes.
5. All one unit classes and electives are a full year.

**SAMPLE MODIFIED TRADITIONAL W/ BLOCK SCHEDULE**

TYPICAL FRESHMAN SCHEDULE			
Period One	1.0 UNIT	English 1	8:00-8:40
Period Two	1.0 UNIT	Freshman Seminar	8:44-9:24
Home Room			9:28-9:43
Period Three	1.0 UNIT	Math Integrated One	9:47-10:27
Period Four	1.0 UNIT	Math Transition	10:31-11:11
Mod 5		Lunch	11:15-11:35
Mod 6	.25 UNIT	Physical Science	11:39-11:55
Mod 7	.25 UNIT	Physical Science	11:59-12:19
Mod 8	.25 UNIT	Physical Science	12:23-12:39
Mod 9	.25 UNIT	Physical Science	12:43-1:03
Period 10	1.0 UNIT	Elective	11:07- 1:47
Period 11	1.0 UNIT	Social Studies	1:50-2:30

**SAMPLE JUNIOR/SENIOR SCHEDULE**

TYPICAL JUNIOR/SENIOR SCHEDULE			
Period One	1.0 UNIT	Science	8:00-9:24
8:00-8:40			
Period Two	1.0 UNIT		
8:44-9:24		(Science is 1.0 Unit.)	
Home Room			9:28-9:43
9:28-9:43			
Period Three	1.0 UNIT	English	9:47-10:27
9:47-10:27			
Period Four	1.0 UNIT	Senior Seminar/Health/Elective	10:31-11:11
10:31-11:11			
Mod 5	.25 UNIT	Math	11:15-11:55
11:15-11:35			
Mod 6	.25 UNIT		
11:39-11:55			
Mod 7	.25 UNIT	Elective	11:59-12:39
11:59-12:19			
Mod 8	.25 UNIT		
12:23-12:39			
Mod 9		Lunch	12:43-1:03
12:43-1:03			
Period 10	1.0 UNIT	Social Studies	1:07- 1:47
1:07-1:47			
Period 11	1.0 UNIT	Elective	1:50-2:30
1:50-2:30			

# **APPENDIX L**

## **MEMORANDA OF UNDERSTANDING**

### **CONTINUING EDUCATION UNITS**

The District and the CTU, through the Central Local Professional Development Committee (CLPDC), will assist bargaining unit members in obtaining Continuing Education Units for voluntary participation on Intervention Assessment Teams/Intervention Based Assessment Teams and/or Inclusion Teams.

### **JOB SHARING**

Whereas the Cleveland Teachers Union (CTU) and the Cleveland Metropolitan School District (CMSD) recognize the need for related service providers, CTU and CMSD agree to modify Article 23, Section 20 (E) to read as follows:

E. Partnerships of teachers must be formed no later than April 1 to be implemented for the following year. Effective with the 2007/08 school year, partnerships of related services providers may be formed as needed throughout the school year.

### **TEACHER PROFESSIONAL ORGANIZATIONS**

1. This Memorandum of Understanding is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2007 between the Cleveland Municipal School District ("District") and the Cleveland Teachers Union, AFT Local 279, AFL-CIO ("CTU").

Article 2, Section 9 of the Collective Bargaining Agreement, effective July 1, 2007 through June 30, 2010, and including any additional extensions ("CBA") will be modified as follows:

- (A) The CTU President shall be released from all teaching duties to participate in negotiations, mediation, bargaining, grievances, arbitrations, labor/management meetings, hearings or to participate in local, state and national meetings on behalf of the CTU. In addition, the CTU President shall be entitled to an extended contract consisting of up to an additional 55 days, for a total of 250 days, at this/her daily rate, for the same reasons.
- (B) The CTU President shall retain full status as a teacher and shall continue to receive his/her salary from the District. The CTU President shall also retain his/her entitlement to employment benefits received by other teachers in the District.
- (C) The CTU will compensate the District for the CTU President's teacher salary and employee benefits, as provided in Sections (A & B) above, including any costs of the extended contract including STRS

contributions. The CTU will also pay any fees, premiums, interest or other costs associated with these employment benefits.

- (D) The CTU President, upon request, shall have the right to return to the department and school he/she left upon assuming the Presidency. The President shall accrue all seniority points as if he/she had never left.
- (E) The President of the CTU may designate one (1) elected CTU official to be released full-time to participate in negotiations, mediation, bargaining, grievances, arbitrations, labor/management meetings, hearings or to participate in local, state and national meetings on behalf of the CTU. In addition, the CTU President may request that the official shall receive an extended contract consisting of up to an additional 55 days, for a total of 250 days, at his/her daily rate, for the same reasons. In such case, such an extended contract shall be offered by the District. This elected CTU official, upon request, shall have the right to return to the department and school he/she left prior to assuming the CTU designated position. The CTU and District will meet to discuss the appropriate return date. The employee so designated shall accrue all seniority points as if he/she had never left the position. The CTU will compensate the District for the member's salary and employee benefits, as provided in Paragraph (C).
- (F) By each June 15<sup>th</sup>, the CTU President will identify eleven (11) individuals to be released half-time for the next school year by the District in order to participate in negotiations, mediation, bargaining, grievances, arbitrations, labor/management meetings, hearings or to participate in local, state and national meetings on behalf of the CTU. In addition, the CTU President may request that these individuals shall receive an extended contract consisting of up to an additional 55 days, for a total of 250 days, at his/her daily rate, for the same reasons. In such case, such an extended contract shall be offered by the District. The CTU and the District will share equally in the cost of the released time. The CTU will compensate the District for the full cost of the extended contracts, including any STRS contributions attributable to the extended contracts.
- (G) The CTU President may designate additional individuals so that they may participate in negotiations, mediation, bargaining, grievances, arbitrations, labor/management meetings, hearings or to participation local, state and national meetings on behalf of the CTU, and who will receive an extended contract, for up to 55 days, for a total of 250 days, at his/her daily rate. In such case, the CTU will bear the full cost of any release time, including the teacher's salary and employment benefits and will further compensate the District for the full cost of the extended contracts, including any associated STRS contributions.

- (H) In lieu of the extended contracts specified in Sections (A), (E), (F) and (G) above, the CTU President may request that certain CTU representatives be provided with a differential for TPO, to be paid in equal installments, or as otherwise mutually agreed upon between the CTU and District, in an amount not to exceed the terms listed above, and under the same conditions. The CTU will compensate the District for the full cost, including the cost of employment benefits and STRS contributions for this differential.
- (I) The employee's right to the extended contract is expressly contingent upon continued designation by the CTU President. If for any reason, the CTU President withdraws the designation, either during or at the beginning or end of the school year, the employee's extended contract shall be immediately terminated and the employee shall have no recourse either under the collective bargaining agreement or under any statutory provision. The extended contract shall contain an express acknowledgement of this condition and an express waiver of any contractual or statutory rights. If a designated employee refuses to execute the contract, the District shall have no obligation to offer such employee an extended contract under this agreement.
- (J) The parties expressly acknowledge and agree that this agreement shall not increase any financial contribution or obligation of the District beyond that presently in effect under Article II, Section 9.

### **K-8 SCHOOL EXTRACURRICULAR ACTIVITY PROGRAM**

1. This Memorandum of Understanding between the Cleveland Municipal School District (District) and the Cleveland Teachers Union, AFT Local 279, AFL-CIO ("CTU") memorializes the District and CTU's shared commitment to continue the current collaborative working relationship and thus enhance the shared responsibility to provide quality education opportunities for all District students.
2. The District recognizes that all provisions in the 2007-2010 Collective Bargaining Agreement between the District and the CTU and future CBAs as ratified, as well as other binding agreements on the CTU and the District in the form of Memoranda of Understanding (hereinafter collectively "CBA") shall remain in full force and effect.
3. The K-8 School Extracurricular Activity Program is designed to meet the needs of District students in grades 6, 7 and 8. The purpose of the activity program is to provide an opportunity for students in grades 6, 7 and 8 in all K-8 schools to participate in extracurricular activities. Student eligibility and participation will be based on student academic performance. Students must maintain 2.0 grade point average and have no F's in order to be eligible and participate in the

extracurricular program. The K-8 School Extracurricular Activity Program will be offered at all District K-8 schools beginning in 2006-07.

4. The District and the CTU agree that The K-8 School Extracurricular Activity Program must operate consistent with the terms of the CBA.
5. The K-8 School Extracurricular Activity Program is a program designed for students in grades 6, 7 and 8 in all K-8 schools. The Program is as follows:

All K-8 schools will have the opportunity to choose a sport (grades 7 and 8) and activity program (grade 6, 7 and 8) from a variety of choices based on the following guidelines and funding availability:

- a) Students in grade 7 and 8 only will be able to participate in the interscholastic sports program. Students must maintain a GPA of 2.0 and no F's in order to retain their eligibility. Schools may choose from the following sports: Girls' Volleyball, Coed Soccer, Boys' Basketball, Girls' Basketball, Boys' Track, Girls' Track, Coed Wrestling, and Coed Golf.
- b) Students in grades 6, 7 and 8 will be able to participate in an activity program at their school. Schools may choose from the following activities: Cheerleader, Military Drill, Hi-Stepper, Boys' Intramurals, Girls' Intramurals, Coed Intramurals (only if boys' and girls' intramurals have not been selected), Chess, Vocal Music, Instrumental Music and Drama.
- c) Title IX guidelines will be followed.
- d) School allocations for the 2007/08 Sports and Activity Program will be based on the previous year's ADM-1 enrollment figures for grades 6, 7 and 8. Schools will not be able to exceed their school allocation for their sports and activity program. By April 13, 2006, and by April 1 in future years, a written mutual agreement between the principal and UCC will be developed to determine the activities that a school will offer for the following school year, based on ADM-1 enrollment for the present year.
- e) School allocations for the sports and activity program will be funded from the City of Cleveland funds. Continuation of the program is dependent on the renewal of the City of Cleveland funding.
- f) Each school will be given a per student allocation for every student in grades 6, 7 and 8 as based on the previous year's ADM-1 enrollment at those grades based on available funding.
- g) Schools will be required to adhere to a three-year commitment for their sports program due to extensive planning and securing of officials and program sites. Schools may change their activity programs by April 1 for the following year based on ADM-1 enrollment and allocation changes.
- h) In the Spring of 2008-09, and every three years thereafter, K-8 schools will again have the ability to choose different sports or keep the same sports, pending available funding.
- i) All differential positions will be filled according to Article 23, Section 23 of the Collective Bargaining Agreement.



Differential compensation for selected sports and activities will follow the approved rates in the Differential Listing for Middle Schools as found in the Collective Bargaining Agreement as amended.

## **APPENDIX M**

### **EVALUATION**

1. A pre-evaluation conference will be held before formal evaluation at least two (2) working days prior to evaluation. Post-evaluation conferences will be held within ten (10) working days after the evaluation and with at least two (2) working days' notice. Composite evaluation conferences shall be scheduled with at least two (2) days' notice and shall not, unless unusual conditions exist, take place on the last day of the school year.
2. The evaluation conference schedule shall be provided to teachers at least two (2) weeks before the end of the school year.

### **INTERPRETATION**

Item # 28, Evaluation (conferencing), was designed to move the evaluation process to a different level of professionalism and purpose from the perspective of both the evaluatee and the evaluator. The primary objective is to assure that both the evaluator and evaluatee have clearer and more congruent expectations of the instructional process and the necessary planning and presentation of effective instruction.

The following requirements and/or guidelines are presented to implement this item:

1. A Pre-evaluation conference will be held which specifies the date and time of formal evaluation at least two (2) working days prior to the evaluation.
2. The Pre-evaluation conference may also include:
  - A. Subject/Topic being taught;
  - B. Objectives being presented and materials to be used;
  - C. Any areas of concern that the observer should look for;
  - D. Method of assessing instructional effect;
  - E. Teaching/Instructional Techniques.
3. The Post-evaluation conference will be held within ten (10) working days after the evaluation with at least two (2) working days' notice.
4. The evaluator and evaluatee will discuss the following:
  - A. Overall lesson
  - B. Areas of commendation
  - C. Improvable points
  - D. Recommendations for improvement.

The date of the pre- and post-conference will be noted on the evaluation/observation form and initialed by the evaluator and evaluatee.

Mutual agreement should be reached between the evaluator and evaluatee if a written form or record of the pre-conference is necessary which will serve as a post-conference addendum to the individual visit evaluation form.

### **EVALUATION PROCESS:**

The Principal or Administrator must complete this evaluation packet each year for every teacher that is under his/her supervision. Please review enclosed contract language on dates and other critical information. Each teacher should receive a copy of their evaluation form at each post conference. Upon completion of the composite evaluation form the original document will be sent to Human Resources with a copy maintained at the school and a copy provided to the teacher.

#### **Evaluation: Definitions of Terms**

To promote uniformity of use, the following notes may be helpful in understanding criteria for evaluation.

#### **I. Classroom:**

A. Knowledge of Subject has specific reference to the preparation of the teacher in the subject he/she is teaching. It has little to do with his/her skill in presenting it. He/she may, in fact, be rated very high in knowledge of subject and still be a weak teacher because he/she is unable to effectively transfer concepts and knowledge to her/his students. Knowledge of current methodology, materials, concepts, and theories is demonstrated.

B. Teaching Techniques (Instruction and Classroom Management):

1. Ability in Planning and Organization usually occurs before the class starts. Planning is evident if the lesson has a goal and is related to content standards. Materials are organized in a clear and logical manner.

Resources beyond the text are utilized. Time is used efficiently and effectively. There is a smooth transition between activities.

2. Skill in Questioning and Explaining is a means to the achievement of a lesson's goal. Clearly stated questions that are appropriate to the students' level of understanding, questions that take advantage of teachable moments, questions that are open-ended to stimulate thought and discussion on the part of the student are used. Appropriate response time is allowed. Ability to communicate effectively through both oral and written expression is demonstrated.

3. Judgment in Use of Materials refers to the use of teaching aids such as charts, pictures, films, overheads, textbooks, chalkboards, smartboards, computers, maps and recordings. The use of these materials is adjusted to the abilities of the pupils. A variety of instructional materials appropriate to the lesson is provided to accommodate group needs and promote learning.

4. Ability to Secure Pupil Participation refers to specific evidence of the ability to involve the student in a variety of purposeful activities and to hold the student's attention. Appropriate student dialogue and the use of complete sentences and thoughts in student responses is encouraged.

5. Classroom Atmosphere incorporates a number of factors contributing to a general environment conducive to learning. The classroom is arranged to best facilitate learning in a safe environment and is neat and orderly. Bulletin boards are appropriate to subject/grade level. Students' work is displayed to motivate, teach and evaluate.

6. Rapport with Pupils refers to a mutually respectful relationship that can exist between teachers and students. Students are greeted at the door. A warm, friendly, yet business-like atmosphere is maintained. Students are encouraged to take ownership in the classroom operation. Sensitivity to cultural/ethnic differences is evident. Positive verbal/non-verbal reinforcements are given. Students are encouraged to take risks through hypothesizing, brainstorming, and reasoning.

7. Classroom Control is evident when students clearly respect the role of the teacher and each other. Efforts are channeled for self-discipline and self respect on the part of the student. Classroom rules are established and enforced. Conscious modeling to modify attitudes and behaviors is provided.

## **II. Professional Characteristics:**

A. Professional Development refers to participation in ongoing high quality professional development opportunities directly related to the teacher's assignment/subject area, his/her certification/licensure, or education in general. The teacher's certification/licensure is current and valid. An Individual Professional Development Plan (IPDP) is on file with the district, if appropriate.

B. Dependability is exhibited through punctuality, attendance at meetings, maintenance of accurate records of student progress, and submission of records and reports in a timely manner.

C. Judgment is demonstrated when there is adherence to established policies, regulations, and procedures. Effective communication with co-workers, administration, and parents/guardians and sensitivity to the individual needs of students are displayed. Rational responses and the ability to discriminate between events that require action on the teacher's part and those that do not are exhibited.

## **APPENDIX N**

### **GUIDELINES FOR DONATING SICK LEAVE**

Employees of the Cleveland Metropolitan School District are granted a specified number of sick leave days each year, and unused days accumulate without limit. The District and Unions are cooperating with employees who wish to “donate” days from their accumulated totals to other employees who are in need of sick leave for a serious illness but who have exhausted their own supplies. The District and Unions Joint Health Care Committee will continue to assess this program as it progresses.

Donated sick days used by a recipient represent an additional cost to the District. Each day used costs the District 100% of the user’s daily rate, funds which would not have been expended if the sick day had remained in the donor’s accumulated total. For this reason, and for the protection of both the donor and recipient, the District will regulate these transactions, in cooperation with the Joint Health Care Committee. The following guidelines will govern the practice of donating sick days.

1. Sick leave may be donated only for a serious illness.
2. The request to donate sick days will be made only on the official District form attached to these guidelines and must be reviewed by the employee’s Supervisor. Any employee may donate to any other employee.
3. For all occurrences of five (5) consecutive work days or more, recipients of donated sick days must file with the Division of Employee Services an application for medical leave, or a letter from their physician describing their condition and prognosis, or a copy of their application for disability leave. This information shall be segregated from the employee’s general personnel file and will not be subject to disclosure pursuant to a public records request.
4. Completed requests to donate sick days will be submitted by the Supervisor to the Division of Employee Services, which will check for medical leave or disability applications before forwarding them to the Payroll Division for processing.
5. An employee may receive an annual total of no more than 50 donated sick days.
6. The total of an employee’s sick day donations to all

recipients may not exceed 5 days per year with the following additional limitation: Only employees with an accumulated sick leave balance of 15 or more days may donate more than one day per year, and must, after the donated days are subtracted, maintain a balance of at least fifteen (15) sick days.

7. The donation of sick days is irrevocable. Any donated days which are not used by the recipient will remain credited to the recipient's accumulated sick day total and will not be returned to the donor by the District.

8. Unused donated sick days will not count toward the severance pay of the recipient. The total of all donated sick days, whether used or not, will be subtracted from the recipient's sick leave balance at retirement.

9. Donations to either classified or certificated recipients are permitted, regardless of the classification of donor.

10. The donation of sick leave days by one employee to another is a charitable act to be undertaken at the sole discretion of the donor. No employee has a right to expect to receive donated days, and no undue pressure on employees to donate sick days to another employee will be allowed. Solicitation of sick days must be undertaken by a third party, not by the intended recipient.

11. The sick day donation process is a discretionary service; any employee's refusal to donate will not be subject to formal grievances.

# APPENDIX O

## ELIMINATING ACADEMIC DISPARITY

By the conclusion of the 2007-2010 Collective Bargaining Agreement, the current academic disparity between Cleveland Metropolitan School District students and the State of Ohio, as measured by the average of the Third Grade Ohio Achievement Test in reading and in mathematics, will be eliminated. Achievement of this goal will insure that CMSD students have the foundation to be academically successful throughout their elementary and secondary school experience and the ability to move into any post-secondary career or academic program they chose.

A central component of this academic initiative will be the capping of class size in grades kindergarten through three at twenty students to one teacher. This action will allow for increased instructional focus and the ability to offer necessary differentiated instruction.

Combined with this capped class size will be research based and continuing professional development for these primary grade teachers.

Finally, CMSD and Cleveland Teachers Union will explore other instructional options such as a flexible school day and school year for those students who need these services.

# APPENDIX P

## Peer Assistance and Review (PAR)

In order to improve teacher effectiveness and academic achievement in the Cleveland Metropolitan School District, the CTU and CMSD agree to implement beginning in the 2007/08 school year the Peer Assistance and Review Program (PAR). The goals of this program are:

To create and maintain a success-oriented atmosphere for teachers and students.

To provide a process for guiding and supporting teacher efforts to acquire and use effective research based educational strategies, skills, and methods.

To provide a method for teachers to request and receive non-threatening assistance and guidance.

To use sound educational research to guide teachers in their selection of instructional strategies.

To professionalize teaching by allowing practitioners to monitor personnel and to assist in the retention of its members.

Two components of the PAR Program:

1. Intervention:
  - a. After two unsatisfactory individual visit evaluations the principal may recommend a teacher be placed in the PAR Program at the Composite Evaluation conference for the upcoming school year. (Unsatisfactory evaluation is defined as having three or more unsatisfactory marks in evaluation areas dealing with instruction and classroom management, delineating a pattern of unsatisfactory performance in these areas.)
  - b. The Principal's recommendation is given to the PAR Governing Board. The PAR Governing Board will assign one or more Peer Advisor(s) to conduct unannounced evaluations/visits to the teacher's classroom in September.
  - c. The Peer Advisor(s) submit his/her findings to the PAR Governing Board. The advisors will give their recommendation to admit a teacher into the PAR Program or their determination that PAR is not needed.
  - d. The PAR Governing Board will make a final decision as to the teacher's placement in PAR.
  - e. A teacher will remain in PAR for a minimum of one school year, to a maximum of two school years (per peer advisor recommendation).
  - f. At the end of one school year as a result of nonimprovement, a peer advisor may recommend a teacher for nonreappointment or termination. The nonreappointment or termination recommendation will be made to the PAR Governing Board.
  - g. After reviewing all evidence, the PAR Governing Board will recommend its findings to the CEO. The CEO will make a recommendation for nonreappointment/termination to the Board of Education. (See PAR Governing Board for nonreappointment/termination procedures.)
2. Volunteer:
  - a. A teacher experiencing difficulties and recognizing that he/she needs assistance in classroom teaching strategies may volunteer to participate in the



PAR Program. The volunteer teacher may write a letter to the Principal and the CTU Chapter Chairperson requesting participation in PAR. The building principal/administrator and CTU Representative will forward the teacher's request to the PAR Governing Board.

- b. The PAR Governing Board will assign a peer advisor to the volunteer participant.
- c. The volunteer component of the PAR program will be voluntary and non-evaluative. A volunteer in the PAR program can determine that he/she no longer requires assistance at anytime.

### **The PAR Governing Board**

The Governing Board of the CMSD PAR Program consists of nine (9) members. Five members are appointed by the President of the Cleveland Teachers Union and four members are appointed by the CEO.

Appointed members will serve on the board for two years. Initially, two administrators and two CTU members will be selected to serve only one year in order to stagger future two-year appointments. This action will provide for continuity on the Governing Board. Chair of the Governing Board is rotated annually between the CTU and CMSD.

The Governing Board's functions include, but are not limited to, the following: setting policy and procedures regarding the PAR program; interviewing and selecting a Peer Liaison; accepting or rejecting the recommendations of the Peer Advisors regarding progress or lack of progress of the Advisees; and forwarding to the CEO a recommendation regarding each Advisee's future employment. Peer Advisors will meet with the Governing Board to present written documentation of their efforts to provide support and assistance to their assigned teachers. They will also explain and justify recommendations that are made.

The Governing Board may recommend to the CEO the nonreappointment of a limited contract teacher by a minimum two-thirds vote (6-3) after it has heard the recommendation of the Peer Advisor and rebuttal from the teacher involved in intervention. The Governing Board may recommend termination of a continuing contract teacher; however the due process procedure as outlined in Article 18, Section 6(E) of the Collective Bargaining Agreement (CBA) outlining due process regarding termination and predisciplinary hearing must be followed prior to a recommendation by the CEO to the Board of Education.

The Governing Board will review the performance of peer advisors. An advisor's effectiveness will center on an advisee's assessment of the advisor's help, recommendations from the PAR liaison, and a review by the Governing Board. Ineffective peer advisor performance will result in an advisor not being retained in the program.

### **The Peer Liaison**

The Peer Liaison is a bargaining unit member of CTU, will be selected via the posting-interview process, will serve in the position no longer than three school years and upon leaving the Liaison position will be treated as a Necessary Transfer per Article 18, Section 1 of the Collective Bargaining Agreement. The Peer Liaison coordinates the day-to-day operation of the peer advisor component of the PAR program. Additionally, the Peer Liaison may work with teachers as a part of the

voluntary component but may not be assigned intervention cases. The Peer Liaison reports to the CTU President, the CEO and the PAR Governing Board for a three-year period of time. The Liaison's charge is to work with district administrators, building administrators, union officials, and peer advisors to provide management, support and guidance for the overall success of the program. Additionally, the Liaison is responsible for a portion of the overall evaluation of the peer advisor.

**The Peer Advisors**

The Peer Advisor is a bargaining unit member of CTU and is a Teacher Incentive Fund participant. He/she will be selected via the posting-interview process and will serve in the position no longer than two school years. The Peer Advisors assist and assess struggling teachers with the goal of enabling these teachers to achieve success in the classroom. Every attempt is made within the constraints of the PAR program to pair an advisee with a Peer Advisor that holds similar certification/licensure.

The following services are provided by Peer Advisors: formal and informal classroom observations, conferences, demonstration lessons, support materials, mutual goal setting, and assessment and evaluation.

# APPENDIX Q

## WRITTEN MUTUAL AGREEMENTS

### Between the Principal and UCC

*“Where the UCC and the Principal/Administrator come to written mutual agreement on a topic authorized by the collective bargaining agreement, the Principal/Administrator and the UCC shall take responsibility for supporting and implementing their respective roles in any agreed upon items. If the UCC and Principal/Administrator determine that a modification in their school’s operating procedure is needed that violates either the letter or spirit of this collective bargaining Agreement, this modification can only be implemented following the President of the CTU and CEO of CMSD signing a Memorandum of Understanding (MOU) or Written Mutual Agreement (WMA) that details the UCC’s and Principal/Administrator’s request.”* Article 2, Section 4 (A).

- Attendance Reporting Policy .....Article 20, Section 1(A) and 2(A)
- Breakfast and Lunch Program, Development of ..... Article 11, Section 5
- Building/Handicapped Parking..... Article 13, Section 7
- Classroom Integrity/Visitation..... Article 10, Section 17
- Collaboration Training ..... Article 24, Section 22(1)(S)
- Copy Machines and Paper ..... Article 13, Section 2
- Detention Period ..... Article 15, Section 15
- Differential Elections .....Article 10, Section 1(P) and Article 23, Section 23
- Differential Positions ..... Article 23, Section 23
- Elementary Grade Level Chairs ..... Article 23, Section 23 (B)(22)
- Elementary Science.....Article 10, Section 1(K)
- Exemption from Necessary Transfer (Secondary).....Article 18, Section 1(E)(2)
- K – 1 Transition Classes ..... Article 10, Section 18
- Looping ..... Article 10, Section 21
- Locks for Classroom Doors ..... Article 13, Section 10
- Mediation Program ..... Article 15, Section 21
- Mentoring ..... Article 8, Section 5(A)
- Parent Teacher Conferences ..... Article 9, Section 1
- Passing Time (K-8).....Article 10, Section 1(P)
- Personal Item Safety ..... Article 14, Section 3
- Personnel Selection Committee ..... Article 12, Section 1(B)

- Public Address System ..... Article 10, Section 1(U)
- Room Temperature ..... Article 13, Section 6
- Snow Removal ..... Article 13, Section 5
- Special Faculty Committees ..... Article 2, Section 4(C)
- Special Substitutes, Teachers Assigned as ..... Article 10, Section 11
- Teacher/Student Contact Time (Middle Grades) ..... Article 10, Section 1(Q)
- Team Time ..... Article 10, Section 1(P)
- Voluntary Professional Development ..... Article 9, Section 2

# **APPENDIX R**

## **JOINT RESOLUTION ON COMMITTEES**

Whereas the 2007 Interest Based Bargaining Negotiations between the Cleveland Teachers Union and the Cleveland Metropolitan School District resulted in the establishment of joint committees related to issues in the Collective Bargaining Agreement (CBA), the CTU and CMSD are committed to resolving issues collaboratively;

Whereas these committees include but are not limited to: Female Academy, Male Academy, Ginn Academy, STEM, Elementary Academy (Chinese Immersion), Parent Academy, Cleveland On-line Academy, Residency Based Honors Academy, University Based (K-8) and (9-10), Student Uniform, Forms, Substitute Handbook, Summer School, Music, Early Elementary Discipline, Pre-school, Academic Intervention Team, Discipline Guidelines Review, AAP Template, Peer Assistance, Right of Removal, Differential Evaluation, LMC, Evaluation Review, Student Attendance and Incentives;

Whereas CTU and CMSD agree an urgency exists to continue ongoing meetings of established committees for the purpose of developing mutual agreements that resolve issues regarding the development of new schools, programs and initiatives;

Whereas CTU and CMSD recognize the importance of continued discussion of issues related to the Collective Bargaining Agreement;

Therefore, be it resolved that the CTU and CMSD agree that these committees will continue to report monthly and submit a written status report including recommendations, progress and outcomes to the joint negotiating team for the purpose of continued collaboration.

# APPENDIX S

## ARTICLE 26 – SEVERANCE PAY DEFERRAL PLAN

- A. Notwithstanding anything in this Resolution or existing Board policies to the contrary, in accordance with the terms of this Agreement and any related provisions of a plan document adopted by the Board to comply with the requirements of Internal Revenue Code (“IRC”) Section 403(b), retiring employees described in Section 3 shall have their severance pay mandatorily paid into an annuity contract or custodial account that is designed to meet the tax-qualification requirements of IRC Section 403(b) (a “Tax Sheltered Annuity” [TSA]), hereinafter referred to as the “403(b) Plan”. The provisions of this Article are effective for all employees whose effective date of retirement is after the effective date of this Article.
- B. Participation in the 403(b) Plan shall be mandatory for a bargaining unit member who retires after the calendar year the employee has attained age 54 and is entitled to “Severance Pay” (as defined below). An employee who is required to participate in the 403(b) Plan is hereinafter referred to as a “Participant”.]
- C. For purposes of the 403(b) Plan, the term “Severance Pay” shall include all of the following types of cash payments that are payable to a Plan Participant upon retirement:
1. Any severance pay that is payable to a retiring bargaining unit member under Article 26; and.
  2. CMSD and CTU will work with legal counsel and tax consultants for the purpose of exploring if those bargaining unit members who accepted the Employee Separation Plan and will retire in Summer 2007 can access the tax shelter annuity program.
- D. If a retiring employee is a Participant in the 403(b) Plan, an employer contribution shall be made on his or her behalf under the 403(b) Plan in an amount equal to the lesser of:
1. The total amount of the participant’s Severance Pay, or
  2. The maximum contribution amount allowable under the terms of the 403(b) Plan.

To the extent that a Participant’s Severance Pay exceeds the maximum amount allowable under the 403(b) Plan in the calendar year of payment, the excess amount shall be payable to the 403(b) Plan in January of the following calendar year; and if the amount to be paid to the 403(b) Plan in January of the following year exceeds the

maximum amount that is permitted under the 403(b) Plan for such calendar year, the excess shall be paid to the Participant in cash.

- E. The TSA that shall be used for the 403(b) Plan shall be the AIG VALIC Portfolio Director Series 6 group annuity contract. 403(b) Plan participants shall be required to complete AIG VALIC enrollment forms; and unless and until a member does so, no contribution of Severance Pay shall be made to under the 403(b) Plan on behalf of the member.
- F. If a Participant is entitled to have a contribution paid to the 403(b) Plan and dies prior to such contribution being paid to the 403(b) Plan, the contribution shall be paid to the TSA provider and then paid to a Beneficiary of the employee in accordance with the terms of the TSA provider contract; provided, however, that if the Participant does not have a TSA in effect at the date of death, the Severance Pay shall be paid in cash to the estate of the deceased bargaining unit member.
- G. If a bargaining unit member is entitled to Severance Pay and is not required to be a Participant in the 403(b) Plan, the bargaining unit member's Severance Pay shall be payable to the bargaining unit member in a lump sum cash payment by a date selected by the Chief Financial Officer (CFO) that is not later than 2-1/2 months after the last day of the bargaining unit member's employment. However, in accordance with the requirements of IRC Section 403(b) and other applicable federal income tax law, a bargaining unit member may elect to have all or a portion of the bargaining unit member's Severance Pay deferred into a TSA or into a trust, custodial account or annuity that is intended to be part of a deferred compensation plan that is tax-qualified under IRC Section 457(b) (a "Section 457 Plan") that is otherwise maintained by the Board for its employees.

The CFO shall have authority to establish rules relating to the elective deferral of Severance Pay as the CFO shall deem to be necessary or desirable to assure compliance with the applicable federal income tax law.

If a bargaining unit member is entitled to a cash payment of Severance Pay, has elected to defer some or all of it to a TSA or Section 457 Plan, and dies prior to the date such amount is paid to the TSA or Section 457 Plan, the amount that the employee had elected to be paid to a TSA or Section 457 Plan shall nevertheless be paid to the TSA or Section 457 Plan. If a bargaining unit member had not designated a specific TSA or Section 457 Plan, it shall be paid to the last TSA or Section 457 Plan which had received contributions on behalf of the deceased bargaining unit member; provided, however, that if the bargaining unit member had no TSA or Section 457 Plan, the deferred amount shall instead be paid to the deceased bargaining unit member's estate. If a bargaining unit member is entitled to a cash payment of severance pay, to the extent that the bargaining unit member has not elected to defer such amount to a TSA or Section 457 Plan and dies prior to the date of such payment, the amount payable in cash shall be paid to the estate of the bargaining unit member.

- H. All contributions to the 403(b) Plan and all deferrals to a TSA or Section 457 Plan, and all cash payments to bargaining unit members, shall be subject to reduction for any tax withholding or other withholding that the CFO determines is required by law. Neither the Board, nor the CFO, nor the Cleveland Teachers Union guarantee any tax results associated with the 403(b) Plan or deferrals to a TSA or Section 457 Plan, or cash payments made to a bargaining unit member.
  
- I. The CFO of the School District may execute any and all legal documents that may be required to establish and maintain the 403(b) Plan, including, without limitation, hold harmless agreements with TSA providers, and to make any required filings with the Internal Revenue Service or other governmental agencies. In addition, the terms of this 403(b) Plan that provide for the deferral of Severance Pay may be subsequently incorporated into the terms of a plan document that is adopted to comply with the requirements of IRC Section 403(b). Further, the CFO may adopt rules and regulations relating to plan administration as the CFO deems to be necessary or desirable for plan administration and compliance with applicable law.



**APPENDIX T** (All medical benefit forms will be submitted separately for printing.)

**Medical Benefit Summary**

<b>Benefits</b>	<b>KAISER HMO</b> Network Only (No coverage if outside Kaiser, except in emergency)	<b>AETNA</b> Network / Non-Network	<b>MMO-SUPERMED SELECT POS</b> Authorized/ Non-Authorized	<b>MMO-SUPERMED PLUS PPO</b> Network / Non-Network
<b>Hospital Services</b> (Emergency Co-pay (ER), Urgent Care Co-pay (UC))	\$20 Co-pay (ER) \$ 0 Co-pay (UC)	\$75 Co-pay (ER) \$35 Co-pay (UC) / 70%	\$75 Co-pay (ER)* \$35 Co-pay (UC) / 70%	\$75 Co-pay (ER)* \$35 Co-pay (UC) / 80%
<b>Physician Services</b> (Office Visit)	\$10 Co-pay	\$15 Co-pay / 70%	\$15 Co-pay / 70%	\$15 Co-pay / 80%
<b>Physician Services</b> (Surgery, 2 <sup>nd</sup> Surgery Opinion)	100%	100% / 70%	100% / 70%	100% / 80%
<b>Physician Services</b> (X-Ray & Lab)	100%	100% / 70%	100%	100% / 80%
<b>Prescription Drug</b> – Generic	\$ 5 Co-pay	\$ 5 Co-pay	\$ 5 Co-pay	\$ 5 Co-pay
Formulary	\$ 5 Co-pay	\$10 Co-pay	\$10 Co-pay	\$10 Co-pay
Non-Formulary	\$5 Co-pay	\$10 Co-pay	\$15 Co-pay	\$15 Co-pay
Contraceptives	Covered / \$5 Co-pay	Covered	Covered	Covered
<b>Mail Order /Days Supply per prescription</b>	62 Days	90 Days	90 Days	90 Days
Generic	\$ 5 Co-pay	\$10 Co-pay	\$10 Co-pay	\$10 Co-pay
Formulary	\$ 5 Co-pay	\$20 Co-pay	\$20 Co-pay	\$20 Co-pay
Non-Formulary	\$5 Co-pay	\$20 Co-pay	\$30 Co-pay	\$30 Co-pay

<b>Physical / Occupational Therapy</b>	\$10 Co-pay	\$15 Co-pay / 70%	\$15 Co-pay / 70%	\$15 Co-pay / 80%
Annual Maximum	Up to 2 months or 30 visits per therapy, whichever is greater	60 visits	60 visits	60 visits
<b>Speech Therapy</b>	\$10 Co-pay Up to 2 months or 30 visits, whichever is greater	\$15 Co-pay / 70% 20 visits per calendar year	\$15 Co-pay / 70% 20 visits per benefit period	\$15 Co-pay / 80% 20 visits per benefit period
<b>Mental Health (MH) and Substance Abuse (SA)</b>				
Mental Health - In Patient	100%	100 % / 70%	100 % / 70%	100 % / 50%
Substance Abuse – In patient	100% One (1) admittance per year	100% / 70%	100 % / 50% Three (3) admissions per lifetime	100% / 50% Three (3) admissions per lifetime
MH & SA – In patient (Combined)	45 days per calendar year	30 days per calendar year	30 days per benefit period	30 days per benefit period
Mental Health - Outpatient	20 visits per year at \$10 Co-pay	\$15 Co-pay / 70% after deductible	\$15 Co-pay / 70% after deductible	\$15 Co-pay / 80% after deductible
Substance Abuse - Outpatient	100%	\$15 Co-pay / 70% after deductible	\$15 Co-pay / 50% after deductible	\$15 Co-pay / 50% after deductible
MH & SA – Outpatient (Combined)	Unlimited	50 visits per calendar year	50 visits per benefit period	50 visits per benefit period
<b>Major Medical</b>				
Single (deductible)	\$0	\$ 0 / \$ 250	\$ 0 / \$ 250	\$ 0 / \$ 250
Family (deductible)	\$0	\$ 0 / \$ 500	\$ 0 / \$ 500	\$ 0 / \$ 500
Single (Max Out-of-Pocket for Co-Insurance)	\$0	\$ 0 / \$2,250 (excludes deductible)	\$ 0 / \$ 2,250 (excludes deductible)	\$ 0 / \$ 2,000 (excludes deductible)
Family (Max Out-of-Pocket for Co-Insurance)	\$0	\$ 0 / \$4,500 (excludes deductible)	\$ 0 / \$ 4,500 (excludes deductible)	\$ 0 / \$ 4,000 (excludes deductible)

Lifetime Maximum	Unlimited	Unlimited / \$2,500,000	\$2,500,000	\$2,500,000
<b>Dependent Age Limit</b>	To Age 23 (if allowed as a federal tax exemption)	To Age 23 (if allowed as a federal tax exemption)	To Age 23 (if allowed as a federal tax exemption)	To Age 23 (if allowed as a federal tax exemption)
Special Feature-Durable Med. Equip.	100%	100% / 70%	100% / 70%	100% / 80%
Special Feature-Hospice	100%	100%	100%	100%
Special Feature-Skilled Nursing	100%	100% / 70%	100% / 70%	100% / 80%
Special Feature-Organ Transplant	100%	100% / 70% (if pre-authorized)	100% / 50% Separate \$1 Million Lifetime	100% / 50% Separate \$1 Million Lifetime
Infertility Services	70%--See Certificate for exclusions	Not Covered	Limited Coverage – See Certificate for exclusions	Not Covered

The above chart is a broad summary of the medical, dental, life and vision insurance provisions. Other plan provisions and limitations may apply. If there is a discrepancy between the plan document and this bulletin, the plan document will prevail. \*See Certificate of Coverage for details.

Rev. 04/04/07/mm

## CLEVELAND METROPOLITAN SCHOOL DISTRICT Vision Insurance Benefits Summary

<b>Spectera (United Optical Vision Plan) (Local 279)</b>	
<b>Description</b>	<b>Employee Benefit/Co-pay</b>
<p><b>Examination</b> One exam every 24 months for employees and dependents 19 years of age or older, and once every 12 months for employees and dependents under age 19.</p>	Exam \$0 Co-pay
<p><b>Lenses / Frames</b> One pair every 24 months for employees and dependents 19 years of age or older, and once every 12 months for employees and dependents under age 19. Covered in full, including lens options such as tinted lenses and scratch-resistant coatings.</p>	Single Vision \$45.00 Co-pay Standard Bifocals Standard Trifocals Lenticular or Aphakic Lens Frames on display
<p><b>Contact Lenses</b> One pair every 24 months for employees and dependents 19 years of age or older, and once every 12 months for employees and dependents under age 19. In lieu of spectacle lenses and a frame, employees and dependents may choose contact lenses. Cosmetic and Medically Necessary contact lenses are covered in full (up to 4 boxes of disposable lenses.)</p>	Contact lenses \$45.00 Co-pay
<p>When you are ready to use your benefit, simply call the Spectera/United Optical or Union Eye Care facility most convenient to you and make an appointment. Spectera/United Optical will request the employee's social security number and patient's date of birth to verify eligibility.</p>	

This chart is a broad summary of the medical, dental, life and vision insurance provisions. Other plan provisions and limitations may apply.

If there is a discrepancy between the plan document and this bulletin, the plan document will prevail.

## CLEVELAND METROPOLITAN SCHOOL DISTRICT

### Dental Benefit Summary MetLife Insurance

Description	Basic		Enhanced	
<b>Deductible</b>	\$ 25 Individual / \$ 50 Family		\$ 25 Individual / \$ 50 Family	
<b>Calendar Year Maximum</b>	\$1,500 per person		\$ 1,000 per person	
	<b>In-Network</b>	<b>Out-of-Network</b>	<b>In-Network</b>	<b>Out-of-Network</b>
<b>Preventative</b> Oral Examinations – 2 per year Prophylaxis (cleanings) – 2 per year Topical Fluoride Applications – to age 19 annually Bitewing X-rays– 2 per year Full Mouth X-rays–once every 36 months Space Maintainers for children under 19	80% of PDP Fee*	80% of R&C Fee**	80% of PDP Fee*	80% of R&C Fee**
<b>Basic</b> Fillings, Simple Extractions, Endodontics, Oral Surgery, Periodontics, General Anesthesia, Consultations	80% of PDP Fee*	80% of R&C Fee**	80% of PDP Fee*	80% of R&C Fee**
<b>Major</b> Bridges and Dentures – once every 5 years Inlays, Onlays & Crowns – once every 5 years Prosthetics (Fixed) – once every 5 years Crown Build-ups Veneers, Harmful Habit Appliance,	20% of PDP Fee*	20% of R&C Fee**	80% of PDP Fee*	80% of R&C Fee**

Crown, Denture & Bridge Repair				
<b>Orthodontics</b> – Child Only Dependents covered until age 19	20 % of PDP Fee*	20% of R&C Fee**	80% of PDP Fee*	80% of R&C Fee**
<b>Orthodontia Lifetime Maximum</b>	\$1,500 per person	\$ 1,500 per person	\$1,000 per person	\$1,000 per person
* PDP Fee refers to the negotiated fees that participating PDP dentists have agreed to accept as payment in full. ** Reasonable and Customary charge is based on the lesser: (1) the dentist's actual charge (2) the dentist's actual charge for the same or similar services or (3) the usual charge of most dentists in the same geographical area for the same or similar service as determined by MetLife.				

This chart is a broad summary of the dental benefits provisions. Other plan provisions and limitations may apply. If there is a discrepancy between the plan document and this bulletin, the plan document will prevail.

**YOU DO NOT NEED TO PRESENT AN ID CARD TO PROVE COVERAGE OR CONFIRM YOU ARE ELIGIBLE. YOUR DENTIST CAN EASILY VERIFY ELIGIBILITY AND PLAN INFORMATION VIA PHONE OR ONLINE WITH METLIFE DENTAL.**

CLEVELAND METROPOLITAN SCHOOL DISTRICT

## Payroll Deductions Eff. 01/01/07

UNION/GROUP	CALENDAR YEAR 2007	
	Single	Family
<b>Full Time Employees</b> (assigned a minimum of 19 hours per week)*		
<b>Aetna</b>	\$ 15.00	\$ 30.00
<b>Kaiser HMO (PCP required)</b>	\$ 0.00	\$ 10.00
<b>MMO-SuperMed Select POS (PCP required)</b>	\$ 15.00	\$ 30.00

<b>MMO-SuperMed Plus PPO</b>	\$ 15.00	\$ 30.00
<b>Basic Dental</b>	\$ 0.00	\$ 0.00
<b>Enhanced Dental</b>	\$ 11.94	\$ 38.80
<b>Vision – Union Eye Care</b> LOCALS 244, 407 & Building Trades	\$ 0.00	
<b>Vision – Spectera</b> LOCALS 47, 279, 701, 777, non-union, CCAS & Administrators	\$0.00	

\*Qualifying eligibility hours are based on District approved assignments and hours. Review your collective bargaining agreement for specific coverage and eligibility rules.

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