

**Agreement Between
The Board of Education
of the Cleveland
Municipal School District
and
Cleveland Teachers
Union Local No. 279
American Federation of
Teachers, AFL-CIO
Effective
July 1, 2000 through
June 30, 2003**

A G R E E M E N T

BETWEEN

**The Board of Education
of the
Cleveland
Municipal School District**

AND

**Cleveland Teachers Union
Local No. 279
American Federation of
Teachers, AFL-CIO**

EFFECTIVE

July 1, 2000 through June 30, 2003

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JOINT STATEMENT

The primary purpose of our school district is to provide a thorough and efficient education for children which meets the needs of the community, the state, and the nation to have an educated citizenry.

This Agreement is a monumental step forward. It moves the District into the 21st century (and the next millennium) with the confidence this document will provide the flexible and supportive framework for excellence in instruction throughout all grades necessary for the academic success of our students. It assigns clear responsibilities for both the instructional staff and the administrative arm of the District and holds accountable in rational ways those to whom the work of the District is entrusted. It is an Agreement which includes a promise for all involved in both labor and management to support one another for the common good of our children.

Certainly, implementing this Agreement is not without its challenges. However, we firmly believe this partnership has the potential to create vast educational improvement and become a catalyst for the expansion of efforts to bring all stakeholders into the decision-making process. School administrators and staffs need to be creative and take the necessary steps to realize positive change. This Agreement is a continuing step in that direction.

All of us should take pleasure in recognizing that we are partners in educating Cleveland's children. It is therefore essential that the Board of Education, the Administration, the Union and all District employees work together to make this partnership a success. As partners, we can create an environment of respect and pave the way for the students of our District to succeed.

Richard A. DeColibus
President
Cleveland Teachers Union

Barbara Byrd-Bennett
Chief Executive Officer
Cleveland Municipal
School District

Hilton O. Smith
President
Cleveland Board of Education

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. 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 Municipal 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 Municipal 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 Municipal 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 Municipal 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 Municipal 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 and other Federal and State Funded Certificated Personnel.¹

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

¹ 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.

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 schools, the following guide should be used in providing a minimum amount of unassigned time for the Chapter Chairperson.

Bargaining Unit Members in the Building	Number of Unassigned Periods Per Week
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.

Bargaining Unit Members in the Building	Number of Unassigned Periods Per Week
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[P]).

5. 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.

6. 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 as a result of the terms of this Agreement, and not inconsistent with this Agreement, the Principal/Administrator and the UCC shall take responsibility for supporting and implementing their respective roles in any agreed upon items.

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 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 condi-

tions 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 teach-

ing 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 nine (9) 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. Employee number
3. Subject area
4. 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 comput-

er(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 direct deposit a payroll check to any of the ten (10) leading banks.

Section 10. No-Load Mutual Funds. Effective February 1, 2001, the District shall offer no-cost payroll deduction for no less than three (3) no-load mutual funds mutually agreed upon by the District and the CTU.

Section 11. Roth IRAs. Effective February 1, 2001, the District shall make available through payroll deduction Roth IRA's to all bargaining unit members.

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 Core Planning Team shall consist of up to ten (10) representatives from the following groups:

- Building Principal (no designee save the appropriate Regional Superintendent)
- The CTU Building Chairperson (no designee)
- Up to five classroom teachers (may include ESP teachers) elected as follows
- A parent of a student at the school
- Two individuals by invitation as follows

The teacher members of the Core Planning Team will be elected biannually, beginning with the 2000-01 school year, by the bargaining unit members in a secret ballot election. The two individuals by invitation shall be selected from the following list: 1) a non-teaching bargaining unit member, 2) a representative from the school's education partner, 3) a representative from the community, or 4) a representative from the other unions with members present in the building. The Building Principal and the CTU Building Chairperson shall together designate a facilitator and define his/her role, responsibilities, and compensation. The facilitator must be a CTU member from the school and may or may not be an elected member of the team. The Core Planning Team may invite additional individuals to support and assist the team. The selection/election process for the Core Planning Team and facilitator will be completed by the end of the first marking period, beginning in the 2000-01 school year.

B. The Core Planning Team will develop, if necessary, or review and modify/revise the AAP annually. No later than May 15th of each year the Core Planning Team shall present the modified/revise AAP to the bargaining unit mem-

bers, who will vote on the AAP modifications/revisions as a whole by seventy percent (70%) secret ballot vote of the bargaining unit members who vote. If a bargaining unit member submits an opt-out request, as provided in subsection G below, that member may not participate on the Core Planning Team or vote on his/her current building's AAP revisions/modifications for the following year.

C. Voting Procedure:

1. The Core Planning Team shall present the modified/revised AAP to the bargaining unit members in the building no later than May 15th.
2. Members must notify the Principal of their decision to opt-out no later than May 22nd.
3. Bargaining unit members will vote on the AAP revisions as a whole.
4. The UCC will be in charge of the voting procedures. The UCC shall:
 - Obtain a copy of the official Building List from the Building Chairperson.
 - Determine who is ineligible to vote because of opt-out, as verified by the Building Chairperson and Principal.
 - Post the polling place, date, times and procedures for voting. This notice shall be posted on the official CTU bulletin board and a copy distributed to each bargaining unit member at the building at least two days before the voting.
 - Act as the official tellers at the vote count.
 - Issue a final report of the outcome of the voting and post the results on the CTU bulletin board.
5. The secret ballot shall be used in all AAP voting.
6. The modified/revised AAP must pass by a seventy percent (70%) majority of those voting. A person not voting is not counted either as a "yes" or a "no" vote.
7. Voting must be conducted no earlier than May 23rd and completed by the last school day in May.
8. ALL BARGAINING UNIT MEMBERS (fair share fee-payers and CTU members) may vote. Bargaining unit members in more than one building/worksites may vote on any AAP in which their title (job description) is mentioned. Substitutes may vote on the AAP only after sixty (60) consecutive days in the same assignment.

D. The AAP may not conflict with provisions of this Agreement covering compensation, employee benefits, grievance procedure, just cause or procedural due process requirements, union organization, evaluation, subcontracting of services provided by the CTU bargaining unit members, transfer, seniority, lay-off/recall or any contract provision not related to the AAP. The AAP shall act as a waiver of any other contract provision that is in conflict with the terms of the AAP.

E. The CTU and District may provide AAP recommendations for consideration. The team will forward the AAP to the CEO, after approval as outlined in subsection B above, to ensure consistency with District goals and policy. The CTU President also will be provided with a copy of the AAP at this time. The CEO may approve or reject an approved modification to a building's AAP. The approval or rejection shall be of the AAP as a whole. If the CEO rejects an approved modification to an AAP, the CEO shall state the reason(s) for the rejection in writing and forward the response to the President of the CTU, the building Principal and the Building Chairperson by the last week in the month of July. If rejected, the building will operate under the prior approved AAP.

F. There shall be no more than two (2) votes on the AAP modifications/revisions per calendar year.

G. Should substantive changes occur in the following five areas, bargaining unit members in the affected building may request an opt-out transfer to a different building:

1. A curriculum/programmatic change, that requires a significant modification in pedagogy
2. Grade Restructuring
3. Block Scheduling that requires teachers to teach in a block setting for the entire day.
4. Supplemental professional development that exceeds the professional development currently set forth in the labor agreement.
5. Mandatory teacher attendance at Saturday School.

Bargaining unit members who wish to transfer from a school proposing to modify its AAP for the reasons set forth in 1 through 5 above may do so without penalty provided:

1. The affected bargaining unit member submits a written opt-out request on a form provided by the District, to Human Resources, the Building Principal and the Building Chairperson, prior to the

scheduled vote to modify the building AAP.

2. The Building Principal and the Building Chairperson must review the opt-out request and verify in writing that the AAP includes one or more of the five reasons listed above.
3. AAP opt-out transfers may not displace voluntary transfers placed prior to June 15th of any year.
4. A bargaining unit member who files an opt-out transfer under this procedure shall be guaranteed a new assignment in a different building, subject to certification and classification. The member will be given a list of buildings with vacancies by May 31st, and will select by seniority vacancies in the member's area(s) of certification or classification in three (3) buildings of first preference and three (3) alternative buildings for which she/he wishes to interview. The bargaining unit member must return the selection form to Human Resources by June 5th. Based on seniority, five (5) interviews will be scheduled and offered for each vacancy, if five (5) or more members have provided written notice of interest in being interviewed for that vacancy. Once all open positions in a building have been closed (meaning five (5) opt-out interviews have been scheduled and offered by seniority for each position and the position has been filled), if the member has not been selected for a vacancy or offered three (3) interviews, alternate building selections will be employed to schedule interviews for bargaining unit members who have yet to be scheduled. All opt-out interviews will be completed by June 22nd of each year. If the bargaining unit member is not selected for a position based on the interviews, or if she/he is not scheduled for interviews based on seniority from the three (3) buildings and three (3) alternative sites the member selects, she/he will be assigned to a position in a different building for that school year.

H. 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 facil-

itate 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 A2 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 REQUIREMENTS,
TEACHER EVALUATION AND PROCEDURE FOR
NON-REAPPOINTMENT OF TEACHERS

Section 1. Certification Requirements.

A. If any changes in certification 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 requirements, send timely notice to individuals specifying what they must do to renew their certificates and provide reasonable and courteous assistance to individuals doing so.

D. Certification 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/licen-

sure 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, demonstrative 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 for 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 decision 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 decision of the Regional Superintendent. The CEO may choose to refer the appeal to his/her designee.

Section 4. Local Professional Development Committee. For meetings of the Central Local Professional Development Committee (CLPDC) and the Regional Local Professional Development Committee (RLPDC) 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.

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 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. Longer Year. There shall be three (3) additional professional days at daily rate to include in-service activities. The district may offer a three (3) week extended contract once every four (4) years for certificated personnel.

Effective with the 1998-99 school year, two (2) voluntary professional days for all bargaining unit members shall be scheduled within the parameters delineated by the school calendar and paid at the daily rate. The Principal and UCC at each school shall mutually agree in writing when these days are to be scheduled. These days may be scheduled on Saturdays, evenings or during the summer and in accordance with Article 9, Section 6A(3).

Effective with the 2001-02 school year, and continued in the 2002-03 school year, one additional voluntary professional day for all bargaining unit members shall be scheduled. This day will be contiguous to the start of the school year. A committee of three (3) administrators appointed by the CEO and three (3) representatives appointed by the CTU President shall determine the agenda for these days.

Bargaining unit members attending voluntary professional development activities shall have the option of earning Continuing Education Units (CEUs) instead of receiving monetary compensation.

Section 3. Normal School Start Times.

A. Elementary/Middle/K-8 Schools

Any change from the times from the 2000-01 Settlement Agreement greater than 15 minutes requires the agreement of CTU. (*Appendix J*) If the District seeks to change start time(s) more than 15 minutes from the previous year, and the CTU does not agree to this change on or before February 1st of the prior year, each party will submit its last best offer to an arbitrator by March 1st. The Arbitrator shall accept either the District's or the Union's last best offer as a whole.

B. High School

1. 2000-2001. Current start times remain in effect. (*Appendix J*)
2. 2001-2002. Without agreement of the CTU, the District may start the high school instructional day no later than 8:15 a.m. At its sole discretion, the District may start the high school instructional day earlier than 8:15 a.m.
3. 2002-2003. Unless otherwise agreed to in writing by the CTU and the District, the high school instructional day may start no later than 8:15 a.m.

If the District seeks to change the start time(s) after 8:15 a.m. and the CTU does not agree to this change on or before February 1, 2002, each party will submit its last best offer to an arbitrator by March 1, 2002.

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. 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, 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, 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. The UCC in each high school shall poll their members on alternative scheduling options that comply with the above referenced accreditation requirements. The UCC and the Principal shall confer on these scheduling options. Before any implementation of a specific scheduling option takes effect, the Principal must agree.

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 Building 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

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. The class size limit in elementary schools 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 limit 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:

1. Reassignment of students;
2. Add an additional classroom teacher;
3. 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 reported grades) 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.

4. 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), 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-seventh ($1/7$) pay differential;
- c. Add a teacher at the appropriate certification;
- d. Pay the affected teacher \$1.00 per student per day for each student above the 1:196 limit.

B. The class size for regular secondary classroom 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:

1. Reassignment of students or teachers;
2. Add an additional class assignment at a one-sixth ($1/6$) pay differential;
3. Add a teacher at the appropriate certification;
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:
 - Art = 170 students per day maximum;
 - Music = 170 students per day maximum, excluding choir, band, orchestra and similar activities;
 - Physical Education = 196 students per day maximum.

C. 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.

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

E. Middle Schools/Middle Grades:

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 maximum of 19:1 staffing ratio to provide common planning period;
 - 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;
 - An adequate number of Exploratory teachers which includes the middle schools/middle grades building enrollment of regular and special education students;
 - 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 at the appropriate certification;
 - 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:
 - Art = 170 students per day maximum;
 - Music = 170 students per day maximum, excluding choir, band, orchestra and similar activities;
 - 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.) 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.

F. 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.

G. 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, includ-

ing 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.

H. Elementary Teacher Work Day

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:
 - 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.
 - 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.
 - Literacy Block. At least eighty (80) minutes of each school day will be dedicated as literacy block(s).
 - Lunch. Every day will include a forty (40) minute uninterrupted lunch period for teacher lunch.
 - 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.
 - Instructional Time. In addition to Teacher Stu-

dent 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(F) and (G). 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.

I. Where possible, 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 elementary teachers who are in their first 180 working days of teaching unless the school's organizational structure is based on multi-grade/age grouping.

J. 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 mutual agreement between the Principal and the UCC.

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

L. 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.

M. 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

N. Middle Schools/Middle Grades Teacher Day

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:

- 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.

- Lunch. Every day will include a forty (40) minute uninterrupted lunch period for teacher lunch.
 - 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.
 - Instructional Time. Schools will schedule no more than 290 minutes of Instructional Time. This Instructional Time will include a home-room 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.
 - 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:
- attend and participate in team meetings and activities;
 - set and implement team goals based on academic standards and student needs;
 - 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;
 - provide input on team leader selection;
 - develop and participate in collaborative team-based professional development activities;
 - collaborate with team members to provide better motivational activities and/or services for students;
 - recommend student referrals and interventions to appropriate school programs and/or commu-

nity agencies; and

- plan and/or provide academic assistance/individual instruction to students receiving instruction from the Core Team.

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

- 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.
- Instructional/Student Contact Time. 290 minutes, including homeroom (not to exceed fifteen minutes) and passing time.
- Lunch. Every day will include a forty (40) minute uninterrupted lunch period for teacher lunch.
- Unassigned Time. Balance of teacher workday (as defined in Article 10, Sections 4 and 5).

P. Homerooms and Advisory Activities in Secondary Schools.

1. All certificated personnel in a secondary school, except the Principal, Assistant Principal(s), Building Chairperson (and Assistant Chairperson if over seventy (70) bargaining unit members), 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 staff who instruct students in grades 6, 7 and 8 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.

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

1. For the 2000-01 school year, teachers in secondary schools (middle and high schools) shall not have more than 270 minutes of assigned time per day, unless the District implements a revised school day schedule totaling 275 minutes. If such a revised school day schedule is implemented, then secondary school teachers shall not have more than five (5) assigned time periods of 55 minutes each per day. Both schedules exclude homeroom which shall not exceed fifteen (15) minutes. 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.

Effective with the 2001-02 school year, teachers 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.

R. The P.A. The P.A. system may be used once a day or as defined in the guidelines agreed to 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 corre-

lated 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:

	<u>Enrollment Limit</u>	<u>Instructional Maximum</u>
MH (K-12)	8	8
HH (K-12)	10	8
VH (K-12)	10	8
OH (K-12)	10	8
SBH (K-12)	12	10
DH (K-8)	16	12
DH (9-12)	24	16
SLD (K-8)	16	12
SLD (9-12)	24	12

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(C).

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. 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.

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. A Union/District committee representing Special Education and regular classroom teachers shall be established to review current mainstreaming and inclusive procedures and make recommendations for improvement.

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. 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.

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

- 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.
- 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.

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

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 Assignments. Elementary teachers shall not be required to change grade level or school after ADM-1 week adjustments, on the first day of the second marking period. Central office will make appropriate compensation to the teacher should movement become necessary.

Section 7. Unassigned Periods for Elementary Teachers.

A. Unassigned periods shall be equalized to the maximum extent possible among all teachers of child development, kindergarten, primary, upper elementary and Special Education classes within buildings and between buildings; if unassigned periods cannot be completely equalized, the extra unassigned periods shall be rotated.

B. Every effort will be made to provide unassigned periods for both primary and upper elementary teachers including teachers of Special Education such as Developmentally Handicapped, Hearing Impaired, Visually Impaired and Learning Disabilities, through the employment of additional art, music, and physical education teachers.

C. All elementary teachers shall receive five (5) unassigned periods per week.

D. Educational aides will be assigned to provide assistance, on a class period basis, for those elementary teachers who do not have an equitable number of unassigned periods. 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 and 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. The Kindergarten Committee on unassigned time shall continue to meet to consider the preference of Kindergarten teachers for a block of unassigned time.

G. When an elementary class is taken to the library for the presentation of a regularly scheduled lesson by the media specialist, the class teacher may consider the time spent by the class while in the library as an unassigned period.

H. 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 with ADM-1 week adjustments, on the first day of the second marking period.

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 full-time teacher which consists of six (6) classes and a home-room 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:

Instructional Time in Addition to 270 Minutes (Effective 2001-02, 290 Minutes)	Compensation
0-7.5 minutes	0% of base salary
7.51-22.50 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

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 tuition expenses, according to the following schedule, for the purpose of job retraining or expansion of certification 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 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 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 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. Elementary teachers of special subjects are not to be removed from their regular assignments to function as substitutes for absent teachers.
2. When an elementary 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 teacher's release from any class period shall have prior approval by the appropriate administrator(s). 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;
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. Established District personnel selection procedures remain in effect.

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

In cases where an appropriately certificated 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 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 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 mutual written agreement with the UCC in each elementary 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 certified 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, certified 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 proficiency test status. 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 Building 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 record-keeping systems.

Section 3. Elementary Hot Lunch Program. The Elementary 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 Cafeterias. The Principal shall be responsible for all functions, procedures and personnel involved in the operation of the cafeteria. All lunch duty by certified teachers shall be voluntary.

Section 5. Development of Breakfast and Lunch Programs. The Principal and the UCC shall develop written procedures 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 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 $\frac{1}{2}$ 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. 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.

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 Building 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 Building 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 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.

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 certified teacher (non-substitute, including those certified under R.C. 3319.26) from a regular classroom assignment to fill the new

program vacancy if a certified teacher (non-substitute, including those certified 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 written guidelines for the use of the copier.

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 mutually agreed 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 mutually agree, in writing, 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 by Adults.

A. When a situation involving adults (eighteen years and over) 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 Municipal 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 Summer Storage. To the extent space is currently available in a teacher's elementary 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 Building 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. 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 November 1, 2000. 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 period (secondary) for up to five (5) days, or out of that particular elementary classroom for up to two (2) days, if the student is consistently or flagrantly disruptive, disrespectful, or otherwise commits chronic Level I, or Level II, III or IV offenses in that class. There will be a simple Right of Removal form (*Appendix F*), 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. A written referral is to follow by the teacher to the Principal by the end of that day. 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 in-house intervention, 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 in-house intervention, 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 in-house intervention 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. Building Chairperson Responsibilities Related to Student Discipline.

Effective with the first day of the second semester of the 2000-01 school year, the Building 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 Building 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 Building 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 Building Chairpersons a voluntary extended contract for the coming school year for the purpose of before-the-school-year in-service, 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 Building Chairperson concludes that the Principal is not dealing effectively with student discipline concerns, the Building Chairperson may contact the Regional Superintendent. The Regional Superintendent shall meet with the Building Chairperson and Principal

within ten (10) working days of such contact to hear the Building Chairperson's concerns and attempt to develop a resolution satisfactory to the Building 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. The procedure to be followed in cases of serious assault or battery on an employee by a pupil in the course of employment are:

1. The employee shall report the incident to the office on an Incident Report Form immediately, if able to do so. 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. When a serious assault or battery is alleged, the Principal or designee shall investigate the incident immediately to determine if a serious assault or battery took place as reported. If the Principal finds that a serious assault or battery did not take place, the employee may request that the Regional Superintendent or designee review the facts and render a decision. If the employee finds the Regional Superintendent's decision unacceptable, the employee may file a grievance relating to the incident.
3. 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.
4. If the Principal determines the serious assault or battery occurred the following steps shall be taken:
 - a. The Principal shall notify the parents.
 - b. If the Principal determines that the serious assault or battery occurred after due process, the assailant shall be immediately suspended for ten (10) days.
 - c. The Principal shall write a referral of the incident and send it to the Division of Pupil Personnel and the CTU.
 - d. The Principal shall notify in writing the Union Building Chairperson and the assaulted employee of the incident's disposition.
 - e. The Principal shall send a supplementary referral including behavioral and academic record of the assailant to the Division of Pupil Personnel.
 - f. The Division of Pupil Personnel shall conduct a due process hearing within ten (10) days and, upon review of the facts, a determination will be made for a referral to Juvenile Court or disposition by the District.
 - g. Based upon the decision of the due process

hearing in “F” above, no assailant shall be returned to the school at which the incident took place.

- h. Subject to the preceding paragraph, the student will only be returned to the school in which the incident allegedly occurred if the due process procedure determines an assault did not take place.
- i. In the event the due process hearing set forth above is not conducted or 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.

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 Building 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 joint committee from the CTU and Cleveland Council of Administrators and Supervisors (CCAS), with equal representation, will be reactivated to discuss discipline concerns, best discipline practices and address problems dealing with suspensions and expulsions. The committee will draft the appropriate disciplinary forms for use in each building. The committee will also supervise creation of a best discipline practices website.

B. The "Student Handbook: Rights and Responsibili-

ties” 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 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 writing 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 reg-

ular 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 Building 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 Building 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 Building Chairperson and the Principal. Students expelled for a serious physical assault against another stu-

dent at school may not be returned to their home school without the written agreement of the Principal, the Building Chairperson and school-based student conflict mediators where applicable.

Section 18. Code of Conduct. Each school shall have the local option of developing a school-based code of behavior and conduct for students. The local code may supplement but not subtract from the District Student Handbook. Such a local code must be developed by a joint local school discipline committee composed of the Building Chairperson, the duly-elected UCC, the Principal, Assistant Principal(s), a member of the security staff, the chairperson of the SCC, and one (1) student in middle schools or two (2) students in high schools. The school shall have authority to impose reasonable consequences for violation of the local code. This committee shall decide its own decision-making process.

Section 19. 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 20. 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 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 21. 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 Building Chairperson.

Section 22. 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 23. Student Reassignment. If a pupil is repeatedly suspended during a school year, the discipline intervention team and/or the Principal and the Building 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 24. 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 Building Chairperson, shall not be returned to that building.

Section 25. 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 Building Chairperson.

Section 26. In-School Alternatives/Suspension Intervention Program. Effective with the first day of the second semester of the 2000-01 school year, every school shall have an in-school alternative/suspension intervention program. Subject to the availability of space and personnel resources at the building level, this program may be provided with a room within the facility; otherwise, the program may be off-site.

Section 27. 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.

Section 2. Elementary Report Card Schedule. Elementary report cards shall be due in the office of the Principal at the end of the day on the Fridays of the tenth, nineteenth and twenty-eighth weeks of the school year for distribution on the following Monday. The final report card of the year shall be due on the Wednesday of the last week of the school year.

Section 3. 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 4. Organization for Grade Reporting.

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

B. Each grading period will be separate. Credit will be given at the completion of each quarter. 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 5. Student Grades and Promotion.

A. No teacher's grade of a student shall be changed without the specific permission of the teacher unless there are compelling reasons. In such instances the teacher shall be informed of the change and associated reason(s) in writing.

B. If it is an elementary teacher's best professional judgment that a child should not be promoted, the child shall not be promoted unless there are compelling reasons. In such instances the teacher shall be informed of the change and associated reason(s) in writing.

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 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 6. 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 7. 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 8. Information Concerning Reading Scores. Whenever reading scores are published, the District will provide full and correct interpretations of the scores.

Section 9. 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 re-employed 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 after the first day of the second marking period 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 will apply the seniority system in necessary transfers on a departmental basis.
2. Elementary schools will apply the seniority system

in necessary transfers on a school basis, except in Kindergarten, Child Development, Special Education and the Special Subject Areas. In Kindergarten, Child Development, Special Education, and the Special Subject Areas, the seniority system in necessary transfers will be applied on a departmental basis.

- 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 re-assignment 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 Building 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 writing by the first of March or there shall be no exemptions for the following school year except that of the CTU Building 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 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 involuntarily, then effective on the first day of the second grading period, this person car-

ries 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 and 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 super-

visor. 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. 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.

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 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 at the time of the proposed lay-offs. If a teacher in the area affected holds alternative certification, he/she may choose to transfer to a position using the alternative certification but may not utilize the certification 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 at the time of lay-off. Teachers who acquire additional certification 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.

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. The District will not fill any position with a new hire while a recall list for that teaching area is in effect. 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. When a vacancy occurs in an area which requires no specific certification, 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

F. Individuals shall not be required to accept positions outside their specific area of certification. Individuals who are laid-off and who subsequently accept positions in areas which require no specific certification, as in "E" above, retain their place on the lay-off list in their area of certification and the right to return to an assignment in their area of certification 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 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 mutually agree to any changes in writing 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 employ-

ee 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 summa-

rizing 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 pre-termination 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 E 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 mutually agree to any changes in writing 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, accumulated at a rate of .9 days per pay period for the first twenty (20) pay periods, or at a prorated accumulation rate based on a percentage of employment. Up to three (3) sick leave days, on a prorated basis, shall be eligible for use as unrestricted special privilege leave days using the guidelines set forth below.

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.

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 Parental 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, step-parent, 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 Media Specialists. In elementary 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 media specialists are responsible for the same number of assignments as regular classroom teachers per day. These assignments shall include no more than six (6) periods of instruction per day unless library maintenance responsibilities are assigned to an aide.

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 confiden-

tial 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 in-service participation on Saturdays and for curriculum development shall be paid at the in-service

- 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 counselors from home schools or feeder middle 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 com-

puter 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 schools based on need, as determined by the administration.

Section 9. Social Workers. Social workers with teaching certificates 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.

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 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 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 to share one (1) full-time teaching position.

B. Priority for job sharing opportunities shall be given to teachers with a greater number of total years of seniority.

C. The total number of job sharing teachers shall not exceed fifty (50) District-wide, i.e., twenty-five (25) pairs per year, unless increased by mutual agreement between the CEO and CTU President.

D. It shall be the responsibility of the teacher to find the job sharing partner. No teacher 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 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).

H. The salary of the job sharing teacher shall be the percentage of that teacher's salary as set forth in this Agreement which represents a percentage of the job that the teacher performs. Benefits also shall be available on a pro rata basis. For example, if two (2) teachers equally share a position, each teacher will be paid 50% of the salary she/he would otherwise earn and be entitled to 50% of the total 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 via payroll deduction.

I. Unless there is a different agreement between the teachers and the Principal, job sharing teachers at the elementary and secondary levels shall divide assignments equally.

J. Both job sharing teachers must attend parent conferences scheduled by their school.

K. Between them, job sharing teachers shall be responsible for performing a full-time equivalency of instructional

and supervisory assignments.

L. To be considered for job sharing, the interested teachers 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.

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, and Special Education Liaison, shall be afforded the same contract rights as teachers under limited contract.

B. Differential Positions: Requirements and Responsibilities.

1. Department Heads, Core Team Leaders, Subject Area Specialists, Special Education Liaisons, and Head Teachers.
 - a. Department Heads, Core Team Leaders, Subject Area Specialists and Special Education Liaisons will be selected every two (2) years by a process established by mutual agreement in writing 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 are to receive strong support from the administration regarding their departmental duties.
- c. Orientation. New Department Heads, Subject Area Specialists and Special Education 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 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 pro-rated basis according to their ensuing year's annual contract salary.
- e. Department Heads, Core Team Leaders and Special Education Liaisons 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.
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). Compensation for these positions in a K-8 building shall be proportionate to the 6th, 7th and 8th grade student population in the building as compared to a 6th, 7th and 8th grade middle school.
- 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 Specialist 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 in-service and assistance to teachers in delivering the curriculum to improve student outcomes through joint lesson planning, modeling, peer coaching, team teaching and feedback;
 - iv) work with other Subject Area Specialists 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 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 Directors. 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 ($\frac{1}{2}$) 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.
 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.
 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. 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 ($\frac{1}{2}$) 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

- ic 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. For each homeroom teacher in the grade or grade cluster, the Grade Level Chairperson shall receive a differential of:

\$80.00 for the second semester of the
2000-2001 school year

\$160.00 for the 2001-2002 school year

\$183.00 for school year 2002-2003.

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 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, 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 appointment. Paraprofessionals may be dismissed at any time during their probationary period and such dismissal shall not be subject to the above evaluation procedures. Any such dismissal shall not be appealable 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 set forth above, 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 re-employed 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 ($7\frac{3}{4}$) hours per day, excluding lunch ($38\frac{3}{4}$ 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, elementary lunch aides on a regular basis, 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.

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 (Teacher Assistants).

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

mutual written 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.

Section 3. Sick Leave. 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.

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. Literacy Instructional Specialist, Mathematics Instructional Specialist, and Technology Instructional Specialist (LIS, MIS and TIS). A committee composed of six individuals, three appointed by the CEO and three appointed by the CTU President, shall consider implementation of the LIS, MIS and TIS positions, including responsibilities and the application and selection process.

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

Employees who have thirty (30) or more years of service and over three hundred fifty-five (355) days of accumulated sick leave who notify the District in writing by January 1, 2001 of their intent to retire at the end of the 2000-01 school year will receive cash payments that will not exceed in the aggregate 40% of his/her unused, accumulated sick leave

credit. These payments, which will not exceed a total of \$40,000 per individual, will be paid in three (3) equal installments. The first installment will be paid in January, 2002; the second installment will be paid in January, 2003; the third and final installment will be paid in January, 2004.

In addition, employees who have thirty (30) or more years of service and over three hundred fifty-five (355) days of accumulated sick leave who notify the District in writing by January 1, 2003 of their intent to retire at the end of the 2002-03 school year will receive cash payments that will not exceed in the aggregate 40% of his/her unused, accumulated sick leave credit. These payments, which will not exceed a total of \$40,000 per individual, will be paid in three (3) equal installments. The first installment will be paid in January, 2004; the second installment will be paid in January, 2005; the third and final installment will be paid in January, 2006.

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 teachers who are eligible will receive his or her severance pay within ninety (90) days of his or her effective date of retirement, or may choose to receive the severance pay in the following calendar year.

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.

Section 6. Death Benefit for Sick Days. The beneficiary of a bargaining unit member who was otherwise eligible to collect STRS 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 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 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. After 60 consecutive days in an assignment he/she is entitled to full employee benefits. 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*)

Section 2. Medical Insurance.

A. Subject to the limitations of Section 1 above, 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: Kaiser Permanente HMO, Medical Mutual SuperMed Select, Medical Mutual SuperMed Plus, QualChoice or Medical Mutual Super Med HMO. Except as specifically described in this Article, the level of health insurance benefits provided under these plans will be the same as provided in the previous collective bargaining agreement between the CTU and the District, and all pre-existing conditions will be covered where an employee chooses during the election period to change plans, unless currently restricted by HIPAA guidelines.

Employees who enroll in either single or family coverage will pay the following monthly premiums:

	Single	Family
Kaiser	0	10
MMO SuperMed Plus	15	30
MMO SuperMed Select	15	30
QualChoice PPO	20	40
Medical Mutual HMO	*	**

**Difference between Kaiser and this Plan

**Difference between Kaiser and this Plan + \$10.00

All employee contributions are made by payroll deduction.

B. Employees enrolled in the Medical Mutual SuperMed Plus will pay the following charges for services utilized outside of the plans' network as defined by those plans:

1. Major medical deductible: \$250 single, \$500 family
2. Twenty percent (20%) employee co-insurance for comprehensive major medical services
Forty percent (40%) employee co-insurance for major medical services
3. Out-of-pocket maximums: \$1,000 single, \$2,000 family for comprehensive major medical services and \$2,000 single, \$4,000 family for major medical services

The lifetime maximum for each individual covered under Medical Mutual plans shall be \$2,500,000.

C. Mental Health, Drug Abuse and Alcoholism. Coverage for in-patient and out-patient services for mental health, drug abuse, and alcoholism treatment shall remain unchanged in all plans except MMO Super Med Plus.

Effective September 1, 2000, there shall be no lifetime maximum for mental health, drug abuse and alcohol treatment services under the MMO Super Med Plus Plan. However, there shall be a maximum of thirty (30) days inpatient care per year, and a maximum of twenty (20) outpatient visits per year.

D. 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.

E. Opt-Out Option. During the enrollment period each year, employees will be provided with the option of declin-

ing 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, s/he 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), s/he 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.

F. Effective July 1, 2001, Durable Medical Equipment benefits will be provided in accordance with the standard DME package of each carrier.

Section 3. Prescription Drug Plan. All employees who are enrolled in the Kaiser HMO must exclusively use that prescription drug program. The employee copayment for each prescription under that plan shall be \$5.00, and all maintenance drugs as defined under that plan can be purchased by mail order on forms and under conditions prescribed by Kaiser. Contraceptives will be added to the MMO and QualChoice Plans as soon after contract ratification as feasible.

All employees who are enrolled in any of the three Medical Mutual plans shall pay a deductible charge of \$5.00 for each generic prescription. If a generic is available and the employee chooses to use the name brand, the employee must pay the co-payment provided above, plus the difference in the cost of the generic drug and the name brand except when "dispensed as written" is indicated on the prescription. All employees who are enrolled in Qualchoice shall pay an employee co-payment of \$2.00 for each generic prescription and \$5.00 for each brand name prescription. All maintenance drugs as defined under those plans shall be purchased by mail order on forms and under conditions prescribed by QualChoice or Medical Mutual.

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, provided that the Spectera benefits shall be as described in correspondence from Spectera to the Unions and the District dated August 23, 2000. (*Appendix O*)

Section 6. Dental Plan. The dental program shall be provided in accordance with the following:

A. The deductibles and maximums apply on a calendar year basis.

B. The deductible shall be Twenty-five Dollars (\$25.00) and Fifty Dollars (\$50.00) on a single and family contract, respectively.

C. The employee co-pay shall be twenty percent (20%).

D. Through June 30, 2002, the maximum payable benefit shall be One Thousand Dollars (\$1,000.00) per year for a single contract or One Thousand Dollars (\$1,000.00) per year per member under a family contract. Employees who elect enhanced coverage pay the difference between basic coverage and the enhanced coverage premiums via payroll deduction.

E. Benefits covered are as follows:

1. Preventive Services
 - a. Oral Examination
 - b. Bite-Wing X-Rays
 - c. Prophylaxis
2. Essential Services
 - a. Diagnostic X-Rays
 - b. Fluoride Treatments
 - c. Repair of Dentures
 - d. Palliative Emergency Treatments
 - e. Restorations
 - f. Simple Extractions
 - g. Endodontics
 - h. Space Maintainers
 - i. Surgical Extractions
 - j. Apicoectomy
 - k. Alveolectomy
 - l. Stomoplasty
 - m. Periodontic Treatments

F. Effective July 1, 2002, the dental program shall be modified to provide for a deductible of \$25 single/\$50 fam-

ily per year (July 1-June 30) with preventative benefits covered at 80%, basic benefits covered at 80%, and major benefits covered at 20%. The annual maximum for preventive, basic and major benefits is \$1,500. Orthodontia is covered at 20% with a lifetime maximum of \$1,500. Subject to the rules of the carrier, employees may elect to continue under the Enhanced Dental Coverage Option and shall pay the difference in premium between the standard dental program and that option via payroll deduction.

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 re-enrollment 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.

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. The general wage increase is contained in paragraph 1. The additional amounts in paragraph 2(A) are in recognition of the extension of the contract day for certificated/licensed members of the CTU bargaining unit. Paragraph 2(B) reflects unique additional contribution of elementary teachers in terms of longer work day beyond that recognized in paragraph 2(A).

1. Wages

General Wage Increase Of:

3.1% July 1, 2000-June 30, 2001

3.2% July 1, 2001-June 30, 2002

3.3% July 1, 2002-June 30, 2003

Across the board, to all steps on all current salary schedules, all current differentials and all other wages spelled out in the current Agreement between the District and CTU, for all members of the bargaining unit represented by CTU, including both certificated/licensed and noncertificated members.

2. Additional Compensation Based on Longer Work Day

a. In recognition of the increased length of the

teacher work day at all levels including the additional 10 minutes of teacher report time at all levels effective upon contract ratification, each step on the salary schedules for certificated/licensed members of the bargaining unit shall be increased, in addition to the general wage increase set forth in paragraph 1 above, by an additional 1.9% effective the first day of the second semester 2000-2001 school year through June 30, 2001; an additional 1.8% effective first day of second semester 2001-2002 school year through June 30, 2002 and an additional 1.7% effective first day of second semester 2002-2003 school year through June 30, 2003. Other salary schedules, including those for differential positions, shall be subject to the general wage increase only as set forth in paragraph 1 above.

- b. Based on the unique additional contribution of the elementary teachers (grades pre-K-5 and pre-K-8 only) in terms of longer work day, each elementary teacher, excluding nurses, social workers, guidance counselors, speech language pathologists and psychologists, who commence employment no later than the first day of the second semester of the 2000-2001 school year and continue to be employed through the 2001-2002 school year will receive a total bonus of \$1,500 dollars, with the first \$750 payable on or about July 1, 2002 and the second \$750 payable on or about July 1, 2003.
- c. 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.
- d. 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 Aca-

ademic 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.

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 are to be made available within a reasonable time after arriving in the building and distributed as agreed upon by the UCC. In case of absence, checks are to be mailed to the employee's home if the employee so requests.
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 non-receipt.

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 Building 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, 2003, and no later than the first Monday in June, 2003. 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, 2003. Nothing in this Agreement shall preclude the parties from agreeing to an alterna-

tive 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 three (3) years. The general wage increase set forth in Article 30, Section 1(A)(1) for the 2000-01 school year is retroactive to July 1, 2000. All other provisions are effective upon ratification of this Agreement, unless a different date is specified. This Agreement is effective through June 30, 2003.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 5th day of October, 2000.

BOARD OF EDUCATION FOR THE
CLEVELAND MUNICIPAL
SCHOOL DISTRICT

CLEVELAND TEACHERS UNION
AMERICAN FEDERATION OF
TEACHERS, LOCAL 279, AFL-CIO

Barbara Byrd-Bennett

Richard A. DeCicil

Hillard Smith

Jeanne DeMans

APPENDIX A

**TEACHERS SALARY SCHEDULE
EFFECTIVE JULY 1, 2000
39 Weeks/195 Days**

Step	A	B	C	D	E	F
	No Degree	B.A.	B.A. + ½ M.A. B.A. + 30 Hrs.	M.A.	M.A. + 15 Grad. Hrs.	M.A. + 30 Grad Hrs.
1	23,221	29,555	29,762	31,097	31,308	31,930
2	24,194	30,287	31,199	32,767	32,767	32,767
3	25,342	31,250	32,549	34,664	34,664	34,664
4	26,347	32,380	34,115	36,619	36,619	36,619
5	27,686	34,011	35,962	38,911	38,911	38,911
6	28,083	35,460	37,614	41,010	41,294	41,294
7	29,975	36,917	39,278	42,946	43,566	43,456
8	31,118	38,438	40,928	45,060	45,629	45,629
9	32,492	40,188	42,845	47,396	48,028	48,028
10	33,643	41,717	44,567	49,492	50,181	50,389
11	34,815	43,231	46,309	51,610	52,362	52,807
12	36,009	44,759	48,068	53,710	54,521	54,982
13	37,521	46,561	50,157	56,210	56,958	57,562
14	38,774	48,087	51,402	56,571	57,316	57,922
15	40,080	48,416	52,029	56,571	57,316	57,922
16	41,647	48,715	52,329	56,873	57,622	58,222
17	41,647	48,715	52,329	56,873	57,622	58,222
18	42,077	48,715	52,329	56,873	57,622	58,222
19	42,077	48,715	52,329	56,873	57,622	58,222
20	42,077	48,715	52,329	56,873	57,622	58,222
21	42,910	49,549	53,161	57,704	58,452	59,055
22	42,910	49,549	53,161	57,704	58,452	59,055
23	42,910	49,549	53,161	57,704	58,452	59,055
24	42,910	49,549	53,161	57,704	58,452	59,055
25	42,910	49,549	53,161	57,704	58,452	59,055
26	43,860	50,497	54,109	58,660	59,403	60,005
27	43,860	50,497	54,109	58,660	59,403	60,005
28	43,860	50,497	54,109	58,660	59,403	60,005
29	43,860	50,497	54,109	58,660	59,403	60,005
30	43,860	50,497	54,109	58,660	59,403	60,005
31	45,050	51,685	55,299	59,841	60,590	61,195
32	45,050	51,685	55,299	59,841	60,590	61,195
33	45,050	51,685	55,299	59,841	60,590	61,195
34	45,050	51,685	55,299	59,841	60,590	61,195
35	45,050	51,685	55,299	59,841	60,590	61,195
36	46,477	53,113	56,728	61,271	62,020	62,688

TEACHERS SALARY SCHEDULE
EFFECTIVE JANUARY 22, 2001
 39 Weeks/195 Days

Step	A	B	C	D	E	F
	No Degree	B.A.	B.A. + 1/2 M.A. B.A. + 30 Hrs.	M.A.	M.A. + 15 Grad. Hrs.	M.A. + 30 Grad Hrs.
1	23,662	30,117	30,327	31,688	31,903	32,537
2	24,654	30,862	31,792	33,390	33,390	33,390
3	25,823	31,844	33,167	35,323	35,323	35,323
4	26,848	32,995	34,763	37,315	37,315	37,315
5	28,212	34,657	36,645	39,650	39,650	39,650
6	28,617	36,134	38,329	41,789	42,079	42,079
7	30,545	37,618	40,024	43,762	44,282	44,282
8	31,709	39,168	41,706	45,916	46,496	46,496
9	33,109	40,952	43,659	48,297	48,941	48,941
10	34,282	42,510	45,414	50,432	51,134	51,346
11	35,476	44,052	47,189	52,591	53,357	53,810
12	36,693	45,609	48,981	54,730	55,557	56,027
13	38,234	47,446	51,110	57,278	58,040	58,656
14	39,511	49,001	52,379	57,646	58,405	59,023
15	40,842	49,336	53,018	57,646	58,405	59,023
16	42,438	49,641	53,323	57,954	58,717	59,328
17	42,438	49,641	53,323	57,954	58,717	59,328
18	42,876	49,641	53,323	57,954	58,717	59,328
19	42,876	49,641	53,323	57,954	58,717	59,328
20	42,876	49,641	53,323	57,954	58,717	59,328
21	43,725	50,490	54,171	58,800	59,563	60,177
22	43,725	50,490	54,171	58,800	59,563	60,177
23	43,725	50,490	54,171	58,800	59,563	60,177
24	43,725	50,490	54,171	58,800	59,563	60,177
25	43,725	50,490	54,171	58,800	59,563	60,177
26	44,693	51,456	55,137	59,775	60,532	61,145
27	44,693	51,456	55,137	59,775	60,532	61,145
28	44,693	51,456	55,137	59,775	60,532	61,145
29	44,693	51,456	55,137	59,775	60,532	61,145
30	44,693	51,456	55,137	59,775	60,532	61,145
31	45,906	52,667	56,350	60,978	61,741	62,358
32	45,906	52,667	56,350	60,978	61,741	62,358
33	45,906	52,667	56,350	60,978	61,741	62,358
34	45,906	52,667	56,350	60,978	61,741	62,358
35	45,906	52,667	56,350	60,978	61,741	62,358
36	47,360	54,122	57,806	62,435	63,198	63,879

TEACHERS SALARY SCHEDULE
EFFECTIVE JULY 1, 2001
 39 Weeks/195 Days

Step	A	B	C	D	E	F
	No Degree	B.A.	B.A. + 1/2 M.A. B.A. + 30 Hrs.	M.A.	M.A. + 15 Grad. Hrs.	M.A. + 30 Grad Hrs.
1	24,419	31,081	31,297	32,702	32,924	33,578
2	25,443	31,850	32,809	34,458	34,458	34,458
3	26,649	32,863	34,228	36,453	36,453	36,453
4	27,707	34,051	35,875	38,509	38,509	38,509
5	29,115	35,766	37,818	40,919	40,919	40,919
6	29,533	37,290	39,556	43,126	43,426	43,426
7	31,522	38,822	41,305	45,162	45,699	45,699
8	32,724	40,421	43,041	47,385	47,984	47,984
9	34,168	42,262	45,056	49,843	50,507	50,507
10	35,379	43,870	46,867	52,046	52,770	52,989
11	36,611	45,462	48,699	54,274	55,064	55,532
12	37,867	47,068	50,548	56,481	57,335	57,820
13	39,457	48,964	52,746	59,111	59,897	60,553
14	40,775	50,569	54,055	59,491	60,274	60,912
15	42,149	50,915	54,715	59,491	60,274	60,912
16	43,796	51,230	55,029	59,809	60,596	61,226
17	43,796	51,230	55,029	59,809	60,596	61,226
18	44,248	51,230	55,029	59,809	60,596	61,226
19	44,248	51,230	55,029	59,809	60,596	61,226
20	44,248	51,230	55,029	59,809	60,596	61,226
21	45,124	52,106	55,904	60,682	61,469	62,103
22	45,124	52,106	55,904	60,682	61,469	62,103
23	45,124	52,106	55,904	60,682	61,469	62,103
24	45,124	52,106	55,904	60,682	61,469	62,103
25	45,124	52,106	55,904	60,682	61,469	62,103
26	46,123	53,103	56,901	61,688	62,469	63,102
27	46,123	53,103	56,901	61,688	62,469	63,102
28	46,123	53,103	56,901	61,688	62,469	63,102
29	46,123	53,103	56,901	61,688	62,469	63,102
30	46,123	53,103	56,901	61,688	62,469	63,102
31	47,375	54,352	58,153	62,929	63,717	64,353
32	47,375	54,352	58,153	62,929	63,717	64,353
33	47,375	54,352	58,153	62,929	63,717	64,353
34	47,375	54,352	58,153	62,929	63,717	64,353
35	47,375	54,352	58,153	62,929	63,717	64,353
36	48,876	55,854	59,656	64,433	65,220	65,923

TEACHERS SALARY SCHEDULE
EFFECTIVE JANUARY 21, 2002
 39 Weeks/195 Days

Step	A	B	C	D	E	F
	No Degree	B.A.	B.A. + ½ M.A. B.A. + 30 Hrs.	M.A.	M.A. + 15 Grad. Hrs.	M.A. + 30 Grad Hrs.
1	24,859	31,640	31,860	33,291	33,517	34,182
2	25,901	32,423	33,400	35,078	35,078	35,078
3	27,129	33,455	34,844	37,109	37,109	37,109
4	28,206	34,664	36,521	39,202	39,202	39,202
5	29,639	36,410	38,499	41,656	41,656	41,656
6	30,065	37,961	40,268	43,902	44,208	44,208
7	32,089	39,521	42,048	45,975	46,522	46,522
8	33,313	41,149	43,816	48,238	48,848	48,848
9	34,783	43,023	45,867	50,740	51,416	51,416
10	36,016	44,660	47,711	52,983	53,720	53,943
11	37,270	46,280	49,576	55,251	56,055	56,532
12	38,549	47,915	51,458	57,498	58,367	58,861
13	40,167	49,845	53,695	60,175	60,975	61,623
14	41,509	51,479	55,028	60,562	61,359	62,008
15	42,908	51,831	55,700	60,562	61,359	62,008
16	44,584	52,152	56,020	60,886	61,687	62,328
17	44,584	52,152	56,020	60,886	61,687	62,328
18	45,044	52,152	56,020	60,886	61,687	62,328
19	45,044	52,152	56,020	60,886	61,687	62,328
20	45,044	52,152	56,020	60,886	61,687	62,328
21	45,936	53,044	56,910	61,774	62,575	63,221
22	45,936	53,044	56,910	61,774	62,575	63,221
23	45,936	53,044	56,910	61,774	62,575	63,221
24	45,936	53,044	56,910	61,774	62,575	63,221
25	45,936	53,044	56,910	61,774	62,575	63,221
26	46,953	54,059	57,925	62,798	63,593	64,238
27	46,953	54,059	57,925	62,798	63,593	64,238
28	46,593	54,059	57,925	62,798	63,593	64,238
29	46,593	54,059	57,925	62,798	63,593	64,238
30	46,593	54,059	57,925	62,798	63,593	64,238
31	48,228	55,330	59,200	64,062	64,864	65,511
32	48,228	55,330	59,200	64,062	64,864	65,511
33	48,228	55,330	59,200	64,062	64,864	65,511
34	48,228	55,330	59,200	64,062	64,864	65,511
35	48,228	55,330	59,200	64,062	64,864	65,511
36	49,756	56,859	60,730	65,593	66,394	67,110

TEACHERS SALARY SCHEDULE
EFFECTIVE JULY 1, 2002
 39 Weeks/195 Days

Step	A	B	C	D	E	F
	No Degree	B.A.	B.A. + ½ M.A. B.A. + 30 Hrs.	M.A.	M.A. + 15 Grad. Hrs.	M.A. + 30 Grad Hrs.
1	25,679	32,684	32,911	34,390	34,623	35,310
2	26,756	33,493	34,502	36,236	36,236	36,236
3	28,024	34,559	35,994	38,334	38,334	38,334
4	29,137	35,808	37,726	40,496	40,496	40,496
5	30,617	37,612	39,769	43,031	43,031	43,031
6	31,057	39,214	41,597	45,351	45,667	45,667
7	33,148	40,825	43,436	47,492	48,057	48,057
8	34,412	42,507	45,262	49,830	50,460	50,460
9	35,931	44,443	47,381	52,414	53,113	53,113
10	37,205	46,134	49,285	54,731	55,493	44,723
11	38,500	47,807	51,212	57,074	57,905	58,398
12	39,821	49,496	53,156	59,395	60,293	60,803
13	41,493	51,490	55,467	62,161	62,987	63,657
14	42,879	53,178	56,844	62,561	63,384	64,054
15	44,324	53,541	57,538	62,561	63,384	64,054
16	46,055	53,873	57,869	62,895	63,723	64,385
17	46,055	53,873	57,869	62,895	63,723	64,385
18	46,530	53,873	57,869	62,895	63,723	64,385
19	46,530	53,873	57,869	62,895	63,723	64,385
20	46,530	53,873	57,869	62,895	63,723	64,385
21	47,452	54,794	58,788	63,813	64,640	65,307
22	47,452	54,794	58,788	63,813	64,640	65,307
23	47,452	54,794	58,788	63,813	64,640	65,307
24	47,452	54,794	58,788	63,813	64,640	65,307
25	47,452	54,794	58,788	63,813	64,640	65,307
26	48,502	55,843	59,837	64,870	65,692	66,358
27	48,502	55,843	59,837	64,870	65,692	66,358
28	48,502	55,843	59,837	64,870	65,692	66,358
29	48,502	55,843	59,837	64,870	65,692	66,358
30	48,502	55,843	59,837	64,870	65,692	66,358
31	49,820	57,156	61,154	66,176	67,005	67,673
32	49,820	57,156	61,154	66,176	67,005	67,673
33	49,820	57,156	61,154	66,176	67,005	67,673
34	49,820	57,156	61,154	66,176	67,005	67,673
35	49,820	57,156	61,154	66,176	67,005	67,673
36	51,398	58,735	62,734	67,758	68,585	69,325

TEACHERS SALARY SCHEDULE
EFFECTIVE JANUARY 20, 2003
 39 Weeks/195 Days

Step	A	B	C	D	E	F
	No Degree	B.A.	B.A. + ½ M.A. B.A. + 30 Hrs.	M.A.	M.A. + 15 Grad. Hrs.	M.A. + 30 Grad Hrs.
1	26,116	33,240	33,470	34,975	35,212	35,910
2	27,211	34,062	35,089	36,852	36,852	36,852
3	28,500	35,147	36,606	38,986	38,986	38,986
4	29,632	36,417	38,367	41,184	41,184	41,184
5	31,137	38,251	40,445	43,763	43,763	43,763
6	31,585	39,881	42,304	46,122	46,443	46,443
7	33,712	41,519	44,174	48,299	48,874	48,874
8	34,997	43,230	46,031	50,677	51,318	51,318
9	36,542	45,199	48,186	53,305	54,016	54,016
10	37,837	46,918	50,123	55,661	56,436	56,670
11	39,155	48,620	52,083	58,044	58,889	59,391
12	40,498	50,337	54,060	60,405	61,318	61,837
13	42,198	52,365	56,410	63,218	64,058	64,739
14	43,608	54,082	57,810	63,625	64,462	65,143
15	45,078	54,451	58,516	63,625	64,462	65,143
16	46,838	54,789	58,853	63,964	64,806	65,480
17	46,838	54,789	58,853	63,964	64,806	65,480
18	47,321	54,789	58,853	63,964	64,806	65,480
19	47,321	54,789	58,853	63,964	64,806	65,480
20	47,321	54,789	58,853	63,964	64,806	65,480
21	48,259	55,725	59,787	64,898	65,739	66,417
22	48,259	55,725	59,787	64,898	65,739	66,417
23	48,259	55,725	59,787	64,898	65,739	66,417
24	48,259	55,725	59,787	64,898	65,739	66,417
25	48,259	55,725	59,787	64,898	65,739	66,417
26	49,327	56,792	60,854	65,973	66,809	67,486
27	49,327	56,792	60,854	65,973	66,809	67,486
28	49,327	56,792	60,854	65,973	66,809	67,486
29	49,327	56,792	60,854	65,973	66,809	67,486
30	49,327	56,792	60,854	65,973	66,809	67,486
31	50,667	58,128	62,194	67,301	68,144	68,823
32	50,667	58,128	62,194	67,301	68,144	68,823
33	50,667	58,128	62,194	67,301	68,144	68,823
34	50,667	58,128	62,194	67,301	68,144	68,823
35	50,667	58,128	62,194	67,301	68,144	68,823
36	52,272	59,733	63,800	68,910	69,751	70,504

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.

<i>B.A. Degree Plus Trade Experience</i>	<i>Step On Schedule C</i>
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

****Trade Experience Only Step On Schedule 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 RATES FOR SUBSTITUTE TEACHERS
Effective July 1, 2000

Inexperienced Substitutes

	7/1/00	1/22/01	7/1/01	1/21/02	7/1/02	1/20/03
A. Per Day	\$97.84	\$99.70	\$102.89	\$104.74	\$108.20	\$110.04
B. Per day on the 6th day and each succeeding day in the same assignment	\$109.09	\$111.16	\$114.72	\$116.78	\$120.64	\$122.69

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.

	7/1/00	1/22/01	7/1/01	1/21/02	7/1/02	1/20/03
A. Per Day	\$109.09	\$111.16	\$114.72	\$116.78	\$120.64	\$122.69
B. Per day on the 6th day and each succeeding day in the same assignment	\$126.78	\$129.19	\$133.32	\$135.72	\$140.20	\$142.58

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	Independence Day (July 4)

Employee Benefits

As of the effective date of the CTU Agreement adopted by the Cleveland Board of Education March 5, 1988, any substitute teacher in the same position more than sixty (60) days shall receive employee benefits. As of the effective date of the CTU Agreement adopted by the Cleveland Board of Education October 11, 1990, a substitute will be eligible to purchase health care benefits from the District after five

(5) consecutive days. A substitute may obtain health care coverage over the summer by assuming the cost of such coverage at the District's group rate.

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

	7/1/00	1/22/01	7/1/01	1/21/02	7/1/02	1/20/03
1. Special Substitute						
a. Per Period as assigned						
by Principal . . .	20.68	21.07	21.75	22.14	22.87	23.26
b. Per day for one-third of an elementary class when a substitute teacher is requested but not available.	46.15	47.03	48.53	49.41	51.04	51.90
2. Professional Development (In-Service Instructor) (See Article 30, Section 8)	34.50	35.16	36.28	36.93	38.15	38.80
3. Professional Development (In-Service) (See Article 30, Section 8)	23.02	23.46	24.21	24.64	25.46	25.89
4. LD Tutors and Hourly Teachers						
Step 1.	23.02	23.46	24.21	24.64	25.46	25.89
Step 2.	23.66	24.11	24.88	25.33	26.16	26.61
Step 3.	24.32	24.78	25.58	26.04	26.89	27.35
Step 4.	24.98	25.45	26.27	26.74	27.62	28.09
Step 5.	25.63	26.12	26.95	27.44	28.34	28.83
Step 6.	26.29	26.79	27.65	28.14	29.07	29.57
Step 7.	26.94	27.45	28.33	28.84	29.79	30.30
LD tutors will be paid for 24 hours of parent conferences in July 2001, July 2002 and July 2003						
5. Adult Education Teachers						
Regular Teachers:						
B.A. Degree . . .	30.91	31.50	32.51	33.09	34.18	34.76
B.A. Degree + 15 Sem. Hrs.	32.92	33.55	34.62	35.24	36.41	37.02
M.A. Degree . . .	34.93	35.59	36.73	37.39	38.63	39.28
M.A. Degree + 30 Sem. Hrs.	37.62	38.33	39.56	40.27	41.60	42.31
6. School Camp Nurse						
Per day for five day week (8 a.m. Monday to 3:30 p.m. Friday)	166.09	169.25	174.66	177.81	183.67	186.80

7. Homeroom Teacher
for Live-in Camp 70.59 71.93 74.23 75.57 78.06 79.39
(Per night)
8. Hourly rate for Teachers employed by the District but not
under a limited or continuing contract:
- Non-Regular Teaching
Employee 22.47 22.90 23.63 24.05 24.85 25.27
Regular Cleveland Teaching
Employee 23.02 23.46 24.21 24.64 25.46 25.89
9. 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. This
rate may be modified through negotiations.

DIFFERENTIAL LISTING
ALL EXTRACURRICULAR ACTIVITIES ARE
CONTINGENT UPON AVAILABLE FUNDS.

JOB CLASS	POSITION TITLE	PAYMENT			QTR
		2000	2001	2002	
SENIOR HIGH		Annual Differential			
840110	Athletic Director, Sr.	\$4,814.	\$4,968.	\$5,132	1-2-4
840140	Coach, Baseball, Sr.	3,207.	3,310.	3,419	4
840150	Coach, Basketball, Boys, Sr.	3,207.	3,310.	3,419	2
840490	Coach, Basketball, Girls, Sr.	3,207.	3,310.	3,419	2
840280	Coach, Bowling, Sr.	1,363.	1,407.	1,453	1
840160	Coach, Cross Cntry, Boys, Sr.	1,363.	1,407.	1,453	1
840500	Coach, Cross Cntry, Girls, Sr.	1,363.	1,407.	1,453	1
840540	Coach, Fencing, Sr.	1,363.	1,407.	1,453	3
840170	Coach, Football, Sr.	3,207.	3,310.	3,419	1
840180	Coach, Golf, Sr.	1,363.	1,407.	1,453	1
840530	Coach, Gymnastics, Sr.	1,363.	1,407.	1,453	*
840720	Coach, Soccer, Sr.	1,363.	1,407.	1,453	1
840480	Coach, Softball, Girls, Sr.	3,207.	3,310.	3,419	4
840800	Coach, Swimming	1,363.	1,407.	1,453	2
840190	Coach, Tennis, Boys, Sr.	1,363.	1,407.	1,453	4
840200	Coach, Tennis, Girls, Sr.	1,363.	1,407.	1,453	1
840210	Coach, Track, Boys, Sr.	3,207.	3,310.	3,419	4
840510	Coach, Track, Girls, Sr.	3,207.	3,310.	3,419	4
840460	Coach, Track, Outdoor Only, Boys, Sr.	1,604.	1,655.	1,710	4
840740	Coach, Track, Outdoor Only, Girls, Sr.	1,604.	1,655.	1,710	4
840520	Coach, Volleyball, Girls, Sr.	3,207.	3,310.	3,419	1
840220	Coach, Wrestling, Sr.	3,207.	3,310.	3,419	2
840230	Asst. Coach, Baseball, Sr.	1,830.	1,889.	1,951	4
840240	Asst. Coach, Basketball, Boys, Sr.	1,830.	1,889.	1,951	2
840750	Asst. Coach, Basketball, Girls, Sr.	1,830.	1,889.	1,951	2
840560	Asst. Coach, Cross Country, Boys, Sr.	1,136.	1,172.	1,211	1
840820	Asst. Coach, Cross Country, Girls, Sr.	1,136.	1,172.	1,211	1
840250	Asst. Coach, Football, Sr.	1,830.	1,889.	1,951	1
840580	Asst. Coach, Gymnastics, Sr.	1,136.	1,172.	1,211	*
840810	Asst. Coach, Soccer, Sr.	1,136.	1,172.	1,211	1
840550	Asst. Coach, Softball, Girls, Sr.	1,830.	1,889.	1,951	4
840470	Asst. Coach, Swimming	1,136.	1,172.	1,211	2
840260	Asst. Coach, Track, Boys, Sr.	1,830.	1,889.	1,951	4
840760	Asst. Coach, Track, Girls, Sr.	1,830.	1,889.	1,951	4
840570	Asst. Coach, Track, Outdoor, Boys	1,136.	1,172.	1,211	4

840790	Asst. Coach, Track, Outdoor, Girls . . .	1,136 . . 1,172 . . 1,211	4
840100	Asst. Coach, Volleyball	1,889 . . 1,951	1
840270	Asst. Coach, Wrestling, Sr.	1,830 . . 1,889 . . 1,951	2
840120	Intramural Director, Boys, Sr.	1,285 . . 1,326 . . 1,370	1-2-3-4
840130	Intramural Director, Girls, Sr.	1,285 . . 1,326 . . 1,370	1-2-3-4
840290	Band Director, Sr.	1,925 . . 1,987 . . 2,053	1-2-3-4
840700	Orchestra Director, Sr.	961 . . . 992 . . 1,025	1-2-3-4
840350	Vocal Music Director, Sr.	1,443 . . 1,489 . . 1,538	1-2-3-4
840300	Drill Team, Sr. (Minimum 12 students).	1,400 . . 1,445 . . 1,493	1-2-3-4
840780	Highsteppers, Sr. (Minimum 12 students)	1,400 . . 1,445 . . 1,493	1-2-3-4
840310	Cheerleader Sponsor Sr.	1,400 . . 1,445 . . 1,493	1-2-3-4
840320	Dramatics Director, Sr.	1,925 . . 1,987 . . 2,053	1-2-3-4
840330	Newspaper Advisor, Sr.	2,248 . . 2,320 . . 2,397	1-2-3-4
840340	Yearbook Advisor, Sr.	2,248 . . 2,320 . . 2,397	1-2-3-4
840960	Majorettes (minimum 7 students).	700 . . . 722 . . . 746	1-2-3-4
840970	Flag Squads (minimum 7 students)	700 . . . 722 . . . 746	1-2-3-4
840900	Proficiency Test Consulting Teacher	2,000 . . 2,064 . . 2,132	1-2-3-4

Student Council Advisor . . .
. . . One (1) unassigned period, per day, to work with the Student Council
Senior Class Advisor . . .

. . . One (1) unassigned period, per day, to work with the 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 preseason practice.

MIDDLE SCHOOLS

Annual Differential

840620	Athletic Director	1,604 . . 1,655 . . 1,710	1-2-4
	<i>(Must have responsibilities for five (5) or more sports.)</i>		
840370	Coach, Basketball, Boys	1,363 . . 1,407 . . 1,453	3
840590	Coach, Basketball, Girls	1,363 . . 1,407 . . 1,453	1
840380	Coach, Soccer	1,363 . . 1,407 . . 1,453	1
840390	Coach, Track, Boys	1,363 . . 1,407 . . 1,453	4
840600	Coach, Track, Girls	1,363 . . 1,407 . . 1,453	4
840610	Coach, Volleyball, Girls	1,363 . . 1,407 . . 1,453	1
840730	Coach, Wrestling	1,363 . . 1,407 . . 1,453	1
840640	Asst. Coach, Track, Boys	690 . . . 712 . . . 735	4
840770	Asst. Coach, Track, Girls	690 . . . 712 . . . 735	4
840630	Asst. Coach, Soccer	690 . . . 712 . . . 735	1

840400	Intramural Director, Boys	1,285 .	1,326 .	1,370	1-2-3-4
840410	Intramural Director, Girls	1,285 .	1,326 .	1,370	1-2-3-4
840830	Intramural Director, Girls	1,285 .	1,326 .	1,370	1-2-3-4
840710	Dramatics Director	961	992	1,025	1-2-3-4
840430	Newspaper Advisor	961	992	1,025	1-2-3-4
840440	Vocal Music Director	961	992	1,025	1-2-3-4
840420	Instrumental Music Director	961	992	1,025	1-2-3-4
840965	Majorettes (minimum 7 students)	700	722	746	1-2-3-4
840975	Flag Squads (minimum 7 students)	700	722	746	1-2-3-4
840305	Military Drill (minimum 7 students)	700	722	746	1-2-3-4
840785	High Steppers (minimum 7 students)	700	722	746	1-2-3-4
840375	Cheerleader Advisor	700	722	746	1-2-3-4
840905	Proficiency Test Consulting Teacher	1,010	1,042	1,076	1-2-3-4
	Student Council Advisor				
	. . . One (1) unassigned period, per day, to work with the Student Council				

SENIOR HIGH & MIDDLE SCHOOL

POSITIONS

Annual Differential

140080	Dept. Chair., Guidance	2,649 .	2,734 .	2,824	1-2-3-4
144380	Guidance Counselor	2,248 .	2,320 .	2,397	1-2-3-4
144390	Guidance Counselor, 1/2 time	1,285 .	1,326 .	1,370	1-2-3-4
140120	Dept. Chair., Educational Media	961	992	1,025	1-2-3-4

(In all Senior High Schools 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 Specialists receive an annual differential plus a minimum of five (5) additional released 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 7/00 through 6/30/2003:

50-119	periods per week	993 .	1,025 .	1,059	1-2-3-4
120-214	periods per week	1,927 .	1,989 .	2,055	1-2-3-4
215-249	periods per week	2,888 .	2,980 .	3,078	1-2-3-4
250-419	periods per week	3,119 .	3,219 .	3,325	1-2-3-4
420-up	periods per week	3,848 .	3,971 .	4,102	1-2-3-4

ELEMENTARY SCHOOLS —

Grade Level Chairperson 80 (second semester) . . . 160 . . . 183
Article 23, Section 19(B)(22)

141190	Elementary Consultant	1,041 . .	1,074 . .	1,109	1-2-3-4
840450	Elementary Safety Council	1,123 . .	1,159 . .	1,197	1-2-3-4
840690	Elementary Guidance Liaison	1,041 . .	1,074 . .	1,109	1-2-3-4

MISCELLANEOUS

149250	Attendance Worker	531 . . .	548 . . .	566	1-2-3-4
149160	Attendance Worker (head)	2,566 . .	2,648 . .	2,735	1-2-3-4
148220	Audiologist	2,248 . .	2,320 . .	2,397	1-2-3-4
149220	Court Representative (juvenile)	1,123 . .	1,159 . .	1,197	1-2-3-4
840660	Court Liaison (school)	1,123 . .	1,159 . .	1,197	1-2-3-4
147750	Cluster/Inst. Res. Guidance	2,248 . .	2,320 . .	2,397	1-2-3-4
144740	Cluster/Inst. Res. Reading	1,041 . .	1,074 . .	1,109	1-2-3-4
840850	Mediation Counselor/Coordinator	1,104 . .	1,139 . .	1,177	1-2-3-4
148250	Psychologist Ph.D	3,207 . .	3,310 . .	3,419	1-2-3-4
148230	Psychologist	2,248 . .	2,320 . .	2,397	1-2-3-4
840860	Schoolnet Liaison	1,123 . .	1,159 . .	1,197	1-2-3-4
144260	Secondary Consultant	1,041 . .	1,074 . .	1,109	1-2-3-4
148140	Special Education Consultant	1,041 . .	1,074 . .	1,109	1-2-3-4
840670	Split Kindergarten	561 . . .	579 . . .	598	1-2-3-4
140320	Head Teacher/Special Education	561 . . .	579 . . .	598	
140330	Head Teacher/Residential Schools				
	4-9 Teachers	1,604 . .	1,655 . .	1,710	1-2-3-4
	10 or more Teachers	2,566 . .	2,648 . .	2,735	1-2-3-4

CLASSIFIED SALARY SCHEDULE — 3.1%
Effective July 1, 2000
(Salaries reflect actual days worked — 194 days)

Job Class	Classification
650010	Educational Aide I
650015	Parent Mentor — Special Education
650030	Educational Aide II
650035	Community Aide — Title I
650050	Building Administrators' Aide
650370	Instructional Assistant

Range/ Step	Employment Year	District Years	2000-01		
			Annual Rate	College Credits*	
				48	96
AA/1	1-4	1-4	18,156	489	980
2		5-11	18,772	506	1,013
3		12-14	18,859	508	1,018
4		15-16	18,947	510	1,023
5		16 +	19,035	513	1,028
AB/1	5-8	5-11	21,779	506	1,013
2		12-14	21,881	508	1,018
3		15-16	21,983	510	1,023
4		16 +	22,085	513	1,028
AC/1	9-12	5-11	22,103	506	1,013
2		12-14	22,207	508	1,018
3		15-16	22,311	510	1,023
4		16 +	22,414	513	1,028
AD/1	13-20	12-14	22,693	508	1,018
2		15-16	22,800	510	1,023
3		16 +	22,905	513	1,028
AE/1	21	16 +	23,805	513	1,028
AF/i	26	16 +	24,864	513	1,028
AG/i	31	16+	26,180	513	1,028
AI-I/i	36	16+	27,675	513	1,028

*College Credits differential per 48 quarter hours.
Maximum of 96 quarter hours.

CLASSIFIED SALARY SCHEDULE — 3.2%
Effective July 1, 2001
(Salaries reflect actual days worked — 195 days)

Job Class	Classification
650010	Educational Aide I
650015	Parent Mentor — Special Education
650030	Educational Aide II
650035	Community Aide — Title I
650050	Building Administrators' Aide
650370	Instructional Assistant

Range/ Step	Employment Year	District Years	2001-02		
			Annual Rate	College Credits*	
				48	96
AA/1	1-4	1-4	18,834	504	1,012
2		5-11	19,473	522	1,045
3		12-14	19,563	524	1,051
4		15-16	19,654	526	1,056
5		16 +	19,745	529	1,061
AB/1	5-8	5-11	22,592	522	1,045
2		12-14	22,698	524	1,051
3		15-16	22,803	526	1,056
4		16 +	22,909	529	1,061
AC/1	9-12	5-11	22,928	522	1,045
2		12-14	23,036	524	1,051
3		15-16	23,144	526	1,056
4		16 +	23,250	529	1,061
AD/1	13-20	12-14	23,540	524	1,051
2		15-16	23,651	526	1,056
3		16 +	23,760	529	1,061
AE/1	21	16+	24,693	529	1,061
AF/1	26	16+	25,792	529	1,061
AG/1	31	16+	27,157	529	1,061
AH/1	36	16+	28,708	529	1,061

*College Credits differential per 48 quarter hours.
Maximum of 96 quarter hours.

CLASSIFIED SALARY SCHEDULE — 3.3%
Effective July 1, 2002
(Salaries reflect actual days worked — 195 days)

Job Class	Classification
650010	Educational Aide I
650015	Parent Mentor — Special Education
650030	Educational Aide II
650035	Community Aide — Title I
650050	Building Administrators' Aide
650370	Instructional Assistant

Range/ Step	Employment Year	District Years	2002-03			
			Annual Rate	College Credits*		
				48	96	
AA/1	1-4	1-4	19,456	520	1,045	
2		5-11	20,116	539	1,079	
3		12-14	20,209	541	1,086	
4		15-16	20,303	542	1,091	
5		16 +	20,397	546	1,096	
AB/1	5-8	5-11	23,338	539	1,079	
2		12-14	23,447	541	1,086	
3		15-16	23,555	543	1,091	
4		16 +	23,665	546	1,096	
AC/1	9-12	5-11	23,685	539	1,079	
2		12-14	23,796	541	1,086	
		3	15-16	23,908	543	1,091
4			16 +	24,017	546	1,096
AD/1	13-20	12-14	24,317	541	1,086	
2		15-16	24,431	543	1,091	
3		16 +	24,544	546	1,096	
AE/1	21	16+	25,508	546	1,096	
AF/1	26	16+	26,643	546	1,096	
AG/1	31	16+	28,053	546	1,096	
AH/1	36	16 +	29,655	546	1,096	

*College Credits differential per 48 quarter hours.
Maximum of 96 quarter hours.

CLASSIFIED SALARY SCHEDULE *(continued)*

Job Class		Classification		
650040		Educational Aide – Substitute		
650360		Instructional Assistant – Substitute		
650058		Day Care – Substitute		
650375		Day Care Technician – Substitute		

Range/ Step	Employment Year	2000-01 Hourly Rate	2001-02 Hourly Rate	2002-02 Hourly Rate
BA 1	1-4	\$ 7.57	\$ 7.81	\$ 8.07
BB 1	5-8	8.77	9.05	9.35
BC 1	9-12	8.91	9.20	9.50
BD 1	13-20	9.10	9.39	9.70
BE 1	21	9.45	9.75	10.07
BF 1	26	9.88	10.20	10.54
BG 1	31	10.40	10.73	11.08
BH 1	36	10.99	11.34	11.71



Job Class		Classification			
650340		Instructional Technician			
650341		Computer Technician			
650335		YRC Coordinator			
650350		Instructional Aide			
650352		Instructional Aide — Alternative to Suspension Program (ATSP)			

Range/ Step	Employment Year	District Years	2000-01 Annual Rate	2001-02 Annual Rate	2002-03 Annual Rate
CA 1	1-20	1-4	\$25,230	\$26,172	\$27,036
CA 2		5-11	26,085	27,058	27,951
CA 3		12-14	26,208	27,186	28,083
CA 4		15-16	26,329	27,312	28,213
CA 5		16+	26,452	27,439	28,344
CB 1	21	16+	27,347	28,368	29,304
CC 1	26	16+	28,357	29,415	30,386
CD 1	31	16+	29,719	30,828	31,845
CE 1	36	16+	31,217	32,382	33,451

Ten month service employees are on the 26-pay plan.

CLASSIFIED SALARY SCHEDULE *(continued)*

Job Class		Classification			
	650320	Attendance Specialist I			
	650325	Attendance Liaison			
Range/ Step	Employment Year	District Years	2000-01	2001-02	2002-03
			Annual Rate 194 days	Annual Rate 195 days	Annual Rate 195 days
DA 1	1	1-4	\$22,277	\$23,108	\$23,871
2		5-11	23,032	23,892	24,680
3		12-14	23,140	24,004	24,796
4		15-16	23,248	24,116	24,912
5		16+	23,356	24,228	25,028
DB 1	2	1-4	23,421	24,295	25,097
2		5-11	24,215	25,119	25,948
3		12-14	24,329	25,237	26,070
4		15-16	24,442	25,354	26,191
5		16+	24,555	25,471	26,312
DC 1	3	1-4	24,349	25,258	26,092
2		5-11	25,173	26,112	26,974
3		12-14	25,292	26,236	27,102
4		15-16	25,410	26,358	27,228
5		16+	25,528	26,481	27,355
DD 1	4	1-4	25,528	26,481	27,355
2		5-11	26,394	27,379	28,283
2		12-14	26,518	27,508	28,416
3		15-16	26,641	27,635	28,547
4		16+	26,765	27,764	28,680
DE 1	5	5-11	27,275	28,293	29,227
2		12-14	27,403	28,426	29,364
3		15-16	27,531	28,558	29,500
4		16+	27,658	28,690	29,637
DF 1	6-20	5-11	28,537	29,602	30,579
2		12-14	28,670	29,740	30,721
3		15-16	28,804	29,879	30,865
4		16+	28,938	30,018	31,009
DG 1	21-25	16+	29,749	30,859	31,877
DH 1	26-30	16+	30,783	31,932	32,986
DI 1	31-35	16+	32,061	33,258	34,355
DJ 1	36	16+	33,586	34,839	35,989

CLASSIFIED SALARY SCHEDULE *(continued)*

	Job Class	Classification			
	650330	Day Care Technician			
			2000-01	2001-02	2002-03
Range/ Step	Employment Year	District Years	Annual Rate 194 days	Annual Rate 195 days	Annual Rate 195 days
EA 1	1	1-4	\$19,300	\$20,020	\$20,681
EA 2		4-11	19,954	20,699	21,382
EA 3		12-15	20,047	20,795	21,481
EA 4		15-16	20,142	20,894	21,584
EA 5		16+	20,235	20,990	21,683



	Job Class	Classification			
	650110	School Staff Aide			
			2000-01	2001-02	2002-03
Range/ Step			Annual Rate	Annual Rate	Annual Rate
FA 1 — Minimum			\$20,498	\$21,263	\$21,964
Maximum			26,529	27,520	28,428

CLASSIFIED SALARY SCHEDULE *(continued)*

Job Class		Classification			
	650355	Instructional Aide – Adult Education, Hourly			
	650342	Instructional Technician – Adult Education, Hourly			
Range/ Step	Employment Year	District Years	2000-01 Hourly Rate	2001-02 Hourly Rate	2002-03 Hourly Rate
GA 1	1-20	1-17	\$15.56	\$16.06	\$16.59
GA 2					
GA 3					
GA 4					
GA 5					
GB 1	21	17+	16.09	16.61	17.16
GC 1	26	17+	16.68	17.21	17.79
GD 1	31	17+	17.49	18.05	18.64
GE 1	36	17+	18.40	18.99	19.62



Job Class		Classification		
	650345	Instructional Aide – Substitute		
Step	Employment Year	2000-01 Hourly Rate	2001-02 Hourly Rate	2002-03 Hourly Rate
1	1-20	\$10.51	\$10.85	\$11.21
2	21	10.86	11.21	11.58
3	26	11.26	11.62	12.00
4	31	11.78	12.16	12.56
5	36	12.39	12.79	13.21

CLASSIFIED SALARY SCHEDULE *(continued)*

Job Class	Classification
650020	Education Aide — Adult Education, Hourly
650025	Child Care Aide
650058	Child Care Aide — Magnets

Range/ Step	Employment Year	2000-01		
		Hourly Rate	College Credits*	
			48	96
HA/1	1-4	\$11.20	\$.31	\$.61
2				
3				
4				
5				
HB/1	5-8	12.99	.31	.61
2				
3				
4				
HC/1	9-12	13.19	.31	.61
2				
3				
4				
HD/1	13-20	13.48	.31	.61
2				
3				
HE/1	21	14.00	.31	.61
HF/1	26	14.63	.31	.61
HG/1	31	15.40	.31	.61
HH/1	36	16.28	.31	.61

*College Credits differential per 48 quarter hours.
Maximum of 96 quarter hours.

CLASSIFIED SALARY SCHEDULE *(continued)*

Job Class	Classification
650020	Education Aide — Adult Education, Hourly
650025	Child Care Aide
650058	Child Care Aide — Magnets

2001-02			2002-03		
Hourly Rate	College Credits*		Hourly Rate	College Credits*	
	48	96		48	96
\$11.56	\$.32	\$.63	\$11.93	\$.33	\$.65
13.41	.32	.63	13.83	.33	.65
13.61	.32	.63	14.05	.33	.65
13.91	.32	.63	14.36	.33	.65
14.45	.32	.63	14.91	.33	.65
15.10	.32	.63	15.60	.33	.65
15.89	.32	.63	16.42	.33	.65
16.80	.32	.63	17.36	.33	.65

*College Credits differential per 48 quarter hours.
Maximum of 96 quarter hours.

CLASSIFIED SALARY SCHEDULE (continued)

Social Worker/Parent Education Counselor

Step	July 1, 2000		Jan. 22, 2001		July 1, 2001	
	B.A.	M.A.	B.A.	M.A.	B.A.	M.A.
	3.1%		1.9%		3.2%	
1	25,670	28,877	26,158	29,426	26,995	30,368
2	26,473	29,680	26,976	30,244	27,839	31,212
3	28,059	31,266	28,592	31,860	29,507	32,880
4	28,578	31,786	29,121	32,390	30,053	33,426
5	30,201	33,410	30,775	34,045	31,760	35,134
6	32,599	35,808	33,218	36,488	34,281	37,656
7	33,568	36,777	34,206	37,476	35,301	38,675
8	34,608	37,815	35,266	38,533	36,395	39,766
9	35,972	39,179	36,655	39,923	37,828	41,201
10	36,787	39,995	37,486	40,755	38,686	42,059
11	37,884	41,092	38,604	41,873	39,839	43,213
12	38,955	42,164	39,695	42,965	40,965	44,340
13	40,444	43,652	41,212	44,481	42,531	45,904
14	41,167	44,374	41,949	45,217	43,291	46,664
15	41,167	44,374	41,949	45,217	43,291	46,664
16	41,255	44,463	42,039	45,308	43,384	46,758
17	41,255	44,463	42,039	45,308	43,384	46,758
18	41,255	44,463	42,039	45,308	43,384	46,758
19	41,255	44,463	42,039	45,308	43,384	46,758
20	41,255	44,463	42,039	45,308	43,384	46,758
21	42,147	45,676	42,948	46,544	44,322	48,033
22	42,147	45,676	42,948	46,544	44,322	48,033
23	42,147	45,676	42,948	46,544	44,322	48,033
24	42,147	45,676	42,948	46,544	44,322	48,033
25	42,147	45,676	42,948	46,544	44,322	48,033
26	42,959	46,488	43,775	47,371	45,176	48,887
27	42,959	46,488	43,775	47,371	45,176	48,887
28	42,959	46,488	43,775	47,371	45,176	48,887
29	42,959	46,488	43,775	47,371	45,176	48,887
30	42,959	46,488	43,775	47,371	45,176	48,887
31	43,769	47,298	44,601	48,197	46,028	49,739
32	43,769	47,298	44,601	48,197	46,028	49,739
33	43,769	47,298	44,601	48,197	46,028	49,739
34	43,769	47,298	44,601	48,197	46,028	49,739
35	43,769	47,298	44,601	48,197	46,028	49,739
36	45,388	48,917	46,250	49,846	47,730	51,441

CLASSIFIED SALARY SCHEDULE *(continued)*

Social Worker/Parent Education Counselor

Jan. 21, 2002		July 1, 2002		Jan. 20, 2003	
B.A.	M.A.	B.A.	M.A.	B.A.	M.A.
1.8%		3.3%		1.7%	
27,481	30,915	28,388	31,935	28,871	32,478
28,340	31,774	29,275	32,823	29,773	33,381
30,038	33,472	31,029	34,577	31,556	35,165
30,594	34,028	31,604	35,151	32,141	35,749
32,332	35,766	33,399	36,946	33,967	37,574
34,898	38,334	36,050	39,598	36,663	40,272
35,936	39,371	37,122	40,670	37,753	41,361
37,050	40,482	38,273	41,818	38,924	42,529
38,509	41,943	39,780	43,327	40,456	44,064
39,382	42,816	40,682	44,229	41,374	44,981
40,556	43,991	41,894	45,443	42,606	46,216
41,702	45,138	43,078	46,628	43,810	47,421
43,297	46,730	44,726	48,272	45,486	49,093
44,070	47,504	45,524	49,072	46,298	49,906
44,070	47,504	45,524	49,072	46,298	49,906
44,165	47,600	45,622	49,171	46,398	50,007
44,165	47,600	45,622	49,171	46,398	50,007
44,165	47,600	45,622	49,171	46,398	50,007
44,165	47,600	45,622	49,171	46,398	50,007
44,165	47,600	45,622	49,171	46,398	50,007
45,120	48,898	46,609	50,512	47,401	51,371
45,120	48,898	46,609	50,512	47,401	51,371
45,120	48,898	46,609	50,512	47,401	51,371
45,120	48,898	46,609	50,512	47,401	51,371
45,120	48,898	46,609	50,512	47,401	51,371
45,989	49,767	47,507	51,409	48,315	52,283
45,989	49,767	47,507	51,409	48,315	52,283
45,989	49,767	47,507	51,409	48,315	52,283
45,989	49,767	47,507	51,409	48,315	52,283
45,989	49,767	47,507	51,409	48,315	52,283
46,857	50,634	48,403	52,305	49,226	53,194
46,857	50,634	48,403	52,305	49,226	53,194
46,857	50,634	48,403	52,305	49,226	53,194
46,857	50,634	48,403	52,305	49,226	53,194
46,857	50,634	48,403	52,305	49,226	53,194
48,589	52,367	50,192	54,095	51,045	55,015

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
- Instructional Technician
- Day Care Technician
- 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

REQUIREMENTS

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)

- 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

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)

- 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

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)

- 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

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CLEVELAND MUNICIPAL SCHOOL DISTRICT

EMPLOYEE STATEMENT TO JUSTIFY THE USE OF SICK LEAVE

HUMAN RESOURCES DEPARTMENT
1380 East Sixth Street, Room 500N - Cleveland, Ohio 44114-1664

(Required under Ohio Revised Code Sec. 3319.141 - See instructions on reverse side)

Employee Name _____
(Last) (First)

Employee No. _____

Title/Classification _____ Sch/Bldg. _____

Absence involved this pay period: Total Days/Hrs. _____
First Day _____ Last Day _____

The undersigned hereby submits the following statement to justify the use of sick leave for the above indicated absence (Reason for absence to be filled in):

If medical attention was required, list the name and address of the attending physician and the dates when he/she was consulted:

Name of Physician _____

Address: _____

Dates when physician was consulted: _____

Signature of Employee _____ Date _____

Signature and Title of Principal or Supervisor _____ Date _____

ATTESTATION: Principal or Supervisor (if applicable)

The above named employee is unable to complete and submit this form at the present time, but has communicated a desire to apply for sick leave as indicated above. This employee will submit a signed form covering this absence at his/her first availability. Failure of the employee to submit such a form will result in an action to recover improperly paid funds and/or reduction in the employee's sick leave balance. Comments (if any):

Signature and Title of Principal or Supervisor _____ Date _____

Revised 01/01

CLEVELAND MUNICIPAL SCHOOL DISTRICT

APPLICATION FOR SPECIAL PRIVILEGE LEAVE

HUMAN RESOURCES DEPARTMENT
1380 East Sixth Street, Room 500N - Cleveland, Ohio 44114-1664

Name: (Last) _____ (First) _____ Date _____
Employee Number _____ Position _____ School/Department _____

A total of three days per school year is the maximum that may be allowed for special privilege leave. All applications are to be submitted in advance of requested leave. In case of an emergency, applications are to be submitted within five days after the date of absence.

Dates for which leave is requested _____

- 1. Religious holy days not included in the school calendar.
- 2. Compulsory court appearance (substantiated).
- 3. Marriage in the immediate family (circle the relationship): self, son, daughter, brother, sister, mother, father, member of immediate household.
- 4. College graduation (circle the relationship): self, son, daughter, brother, sister, mother, father, member of immediate household.
- 5. School-related conference for employee's child.

For emergencies, Item #6 must be completed by all employees. Send the form to the Executive Director of Human Resources, Administration Building, 500N.

- 6. Clearly Specified Family Emergency. (Explain in detail on back of form).

Approval _____

- 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.
- 8. Unspecified.

Signature of Employee _____

Signature of Principal/Supervisor _____

Revised 01/01

CLEVELAND MUNICIPAL SCHOOL DISTRICT

APPLICATION FOR ASSAULT LEAVE

HUMAN RESOURCES DEPARTMENT
1380 East Sixth Street, Room 500N - Cleveland, Ohio 44114-1664

FILE WITHIN FIVE (5) DAYS FOLLOWING THE ASSAULT

Employee Name _____ Employee No. _____
(Last) (First)

Employee Phone _____

School/Building/Assignment _____ Position _____

Date of Assault _____ Approx. Time: _____ Incident Report No. _____

Date Absence Began _____ Anticipated Date of Return _____

Name(s) of Assailant(s) _____

Brief Description of Assault _____

Witness(es) to Assault _____
(list) _____

Have you filed a Worker's Compensation Claim? yes ___ no ___

Date Worker's Compensation Claim was filed _____

Signature of Employee _____ Date _____

ATTACH STATEMENT(S) OF WITNESS(ES) AND SAFETY AND SECURITY INCIDENT REPORT NUMBERS. ALSO ATTACH THE CERTIFICATE FROM YOUR ATTENDING PHYSICIAN STATING THE NATURE OF THE DISABILITY AND ITS ANTICIPATED DURATION. FORWARD COMPLETED FORM TO HUMAN RESOURCES DEPARTMENT, ADMINISTRATION BUILDING, ROOM 500N.

FALSIFICATION OF ANY DOCUMENTS SUBMITTED TO THE BOARD OF EDUCATION MAY BE GROUNDS FOR DISCIPLINE UP TO AND INCLUDING DISCHARGE.

Approved _____ Denied _____ Signature _____ Date _____

Human Resources
Official

Revised 01/01

CLEVELAND MUNICIPAL SCHOOL DISTRICT

REQUEST FOR LEAVE OF ABSENCE

HUMAN RESOURCES DEPARTMENT
1380 East Sixth Street, 500N - Cleveland, Ohio 44114-1667

Name _____ Employee Number _____

Position _____ School/Site _____ Division/Department _____

Telephone: Home _____ Work _____

I hereby apply for a leave of absence for the following (see reverse side for definitions):

- | | |
|--|--|
| ____ Work Related Injury/Illness* | ____ Military Leave |
| ____ Leave of Absence for Extended Family Illness* | ____ Four Year Plan |
| ____ Leave of Absence for Extended Personal Illness* | ____ Four Year Plan |
| ____ Family Care Giving* | ____ Professional Study (Unpaid, Not Sabbatical) |

*NOTE: This leave may qualify under the Family Medical Leave Act (FMLA)

(PLEASE NOTE: FURTHER FMLA REQUIREMENTS ARE INCLUDED IN THE LEAVE PACKET)

DATES REQUESTED FROM _____ TO _____

AN ORIGINAL PHYSICIAN'S STATEMENT OR OTHER APPROPRIATE DOCUMENTATION IS **REQUIRED** BEFORE YOUR REQUEST FOR A LEAVE OF ABSENCE IS CONSIDERED. FALSIFICATION OF THIS FORM MAY BE GROUNDS FOR SUSPENSION OR TERMINATION UNDER OHIO LAW. NOTICE OF EMPLOYEE RIGHTS UNDER FMLA IS ATTACHED. UPON RETURN TO WORK COMPLETE THE REQUEST TO RETURN FROM LEAVE FORM.

REQUESTED BY _____ DATE _____

RECOMMENDED BY _____ DATE _____
Immediate Supervisor/Regional Superintendent

APPROVED BY _____ DATE _____
Director of Human Resources

THE FOLLOWING LEAVES HAVE SEPARATE FORMS: SICK LEAVE, SABBATICAL, ASSAULT, SPECIAL PRIVILEGE, POLITICAL/PTA AND PARENTAL.

Revised 01/01

REQUEST FOR LEAVE OF ABSENCE (Page 2)

PERSONAL ILLNESS -- An employee who anticipates being absent beyond four weeks for personal illness will sign the leave of absence form. Cumulative sick leave must be used if available. A doctor's statement describing the illness must accompany this request. Upon return from this leave of absence, the employee has a priority to return to the original assignment or a mutually agreed upon assignment. Prior to reassignment, upon return from leave of absence for personal health reasons, a doctor's statement certifying that the employee is able to resume duties must be received by the Department of Human Resources with the employee's written request to return from leave.

FAMILY ILLNESS -- (Relationship) _____

An employee who anticipates being absent beyond four weeks for family illness will sign the leave of absence form. Cumulative sick leave must be used if available. A doctor's statement describing the illness of the relative must accompany this request. Upon return from this leave of absence, the teacher has a priority to return to the original assignment or a mutually agreed upon assignment.

PROFESSIONAL STUDY -- Two years of current continuous service in the Cleveland Municipal School District is required. A planned program of study must accompany this request.

MILITARY SERVICE -- A copy of the military orders must accompany this request. A maximum of 31 days, per calendar year, may be granted for military service. Unpaid leave is granted for military service in excess of 31 days.

FAMILY MEDICAL LEAVE ACT (FMLA) -- Under the Family Medical Leave Act of 1993, an eligible employee may take up to 12 work weeks of unpaid, job protected leave during a 12 month period for certain family and medical reasons. Employees are eligible if they have worked for the covered employer for at least one year, and for 1,250 hours over the previous 12 months, and if there are at least 50 employees within 75 miles. FMLA leave may be taken for:

- the birth of an employee's child and to care for the child;
- the placement of a child with an employee for adoption or foster care;
- to care for a spouse, child, or parent of an employee, if the family member has a serious health condition; and
- a serious health condition that makes the employee unable to perform the functions of his/her job.

Any leave, whether paid or unpaid, may concurrently qualify as FMLA leave and be counted against the 12-week unpaid entitlement under the FMLA.

Revised 01/01

CLEVELAND MUNICIPAL SCHOOL DISTRICT

REPLACEMENT CHECK

HUMAN RESOURCES DEPARTMENT
1380 East Sixth Street, 500N - Cleveland, Ohio 44114-1667

NAME _____ SOC. SEC. NO. _____
ADDRESS _____ CLASSIFICATION _____
SCHOOL/DEPT. _____

WARNING!!

ANY EMPLOYEE WHO FILES A FALSE CLAIM RELATING TO A REPLACEMENT (DUPLICATE) CHECK SHALL BE SUBJECT TO DISMISSAL, CRIMINAL PROSECUTION, AND ALSO LIABILITY FOR ANY AND ALL COSTS INCURRED BY THE CLEVELAND MUNICIPAL SCHOOL DISTRICT IN RECOVERING ANY PROCEEDS OBTAINED BY REASON OF FILING SAID FALSE CLAIM.

IF SAID CHECK IS DETERMINED TO BE A FORGED INSTRUMENT OR IF THIS CLAIM FOR REPLACEMENT CHECK IS DETERMINED TO BE FALSE, I DO HEREBY AGREE THAT THE CLEVELAND MUNICIPAL SCHOOL DISTRICT MAY DEDUCT FROM MY WAGES THE CHECK AMOUNT AND ANY AND ALL AMOUNTS INCURRED IN RECOVERING COSTS RELATED TO THIS CLAIM.

I have not received check number _____, in the net amount of \$ _____, issued to me on _____.

If I should receive said check, I will return it to the Payroll Division of the Cleveland Municipal School District.

If said check is negotiated, I will attest to the endorsement. I do understand that all further checks will be withheld if I refuse to do so.

I have received a replacement for:

Original Check No. _____ Dated _____

Replacement Check No. _____ Dated _____

Employee Signature _____ Dated _____

STATE OF OHIO)
COUNTY OF CUYAHOGA) SS.

Sworn to before me and subscribed in my presence this _____ date of _____, 19____.

NOTARY PUBLIC

Revised 01/01

Circle One

Did you check Hold Drawer? Yes No

Was check cancelled? Yes No

PAYROLL INFORMATION	FOR CASHIER USE STOP PAYMENT INFORMATION
\$ _____ GROSS	Date _____
_____ WITHHOLDING TAX	Check Paid _____
_____ RETIREMENT	Check Ordered _____
_____ MED TAX	Contact Person _____
_____ CITY INCOME TAX	
_____ STATE INCOME TAX	
_____ HOSPITALIZATION	
_____ CREDIT UNION	
_____ ANNUITY .	
_____ UNION DUES	
_____ UNITED WAY	
_____ SAVINGS BONDS	
_____ INSURANCE	
_____ OTHER	
\$ _____ NET	
Reason for Stop _____	

Received By _____	
Date _____	
Supervisor's Approval	

(Signature)	

Revised 01/01

CLEVELAND MUNICIPAL SCHOOL DISTRICT

REQUEST FOR PARENTAL LEAVE OF ABSENCE

HUMAN RESOURCES DEPARTMENT
1380 East Sixth Street, 500N - Cleveland, Ohio 44114-1667

I hereby apply for parental leave of absence from _____ to _____, (Date) I am requesting such leave because of birth _____ or adoption of _____ a child. (Check one).

The child I am adopting is _____ under the age of three or _____ between the ages of three and six.* (Check one if appropriate).

* If child is between the ages of three and six, the length of Parental Leave is halved.

I request that cumulative sick leave be used: Yes _____ No _____

Employee's Signature _____	Date _____	Employee # _____
Street Address _____	City _____	State _____ Zip Code _____
School or Department _____	Subject or Grade _____	Home Telephone # _____

TO BE COMPLETED BY ATTENDING PHYSICIAN

Expected Date of Birth/Actual Date of Birth _____	Physician's Signature _____
Physician's Address _____	City _____ State _____ Zip Code _____

Authorizing Personnel Administrator

Approved: Yes ___ No ___

POLICY RELATIVE TO PARENTAL LEAVE OF ABSENCE

See Article 21, Section 6

Any employee who has a child born or adopted into her/his family and who desires to take a leave of absence with the intention of returning to the employ of the Cleveland Municipal School District at a future date may be granted a parental leave of absence. A male employee must provide a copy of the child's birth certificate listing him as the father to be eligible for parental leave for a child born to a woman other than his spouse.

A pregnant employee may continue working until such date that the employee and her doctor verify that she should no longer continue.

There are no restrictions as to the number of parental leaves that an employee may request. Employees returning from parental leave will be entitled to an annual increment for each academic year in which they have been in pay status 120 days or more.

Employees 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. Employees returning from a parental leave of greater than twelve (12) weeks shall be assigned to a comparable position (if available) in which he/she left with no assurance of return to the original assignment or school.

Revised 01/01

Sick Day Donation Request

The undersigned agree to donate the specified number of their accumulated sick days to the recipient below. The signatories understand and agree that the donation of sick days is IRREVOCABLE and may affect severance pay. 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. Donated days will not count toward the recipient's severance pay at retirement. Donors may give no more than 5 days per year. Recipients are limited to a total of 50 donated days per year. EXCEPT WHERE INDICATED, PLEASE TYPE OR LEGIBLY PRINT ALL INFORMATION.

**SSF: LAST 4
DIGITS
ONLY:**

Recipient: _____ Phone: _____ School/Office: _____

(Complete One Column)

DONOR NAME (Please Print)	SIGNATURE	JOB CLASSIFICATION	WORK SITE	DATE	Last 4 digits only of Social Security number	NO. OF DAYS DONATED	NO. OF HRS. DONATED

CONTACT PERSON: _____ SCHOOL/OFFICE: _____ PHONE: _____

REVIEWED: _____
Principal or Supervisor *Signature* *Date*

EMPLOYEE SERVICES: _____ PAYROLL: _____
Signature *Signature*

CLEVELAND MUNICIPAL SCHOOL DISTRICT

PAY FOR SUBSTITUTE TEACHERS IN CERTIFICATION PROGRAMS

HUMAN RESOURCES DEPARTMENT

1380 East Sixth Street, 500N - Cleveland, Ohio 44114-1667

1. Substitute must be in a long-term position and obtaining teacher certification/licensure.
2. Substitutes working in a long term position who are enrolled in a bona fide certification/licensure program must submit verification of their participation in a program no later than the first day teachers report for school or first date of employment in long term position.
3. Human Resources will require newly hired substitute teachers to submit verification of participation in a bona fide certification/licensure program.
4. Substitute teachers shall submit verification of successful completion (passing grade) twice (the first half and the second half) each year. A substitute teacher must enroll and successfully complete at least one course per quarter/semester to remain eligible for the additional pay.
5. Substitute teachers who submit verification will be compensated \$5 per day above the highest substitute pay rate.

APPLICATION FOR SUB+ PAY
SECOND HALF SCHOOL YEAR 2000-2001

The parties define a sub+ as a substitute teacher who is actively working toward certification/licensure in the area in which he/she is substituting. Sub+ teachers in long term positions are entitled to the highest substitute pay rate and an additional \$5 per day. To receive this compensation a substitute must fill in the form below and submit proof that the substitute successfully completed at least one course during the quarter/semester for which the substitute is seeking additional pay.

Name _____ Employee S.S.# _____

Address _____

Phone Number (_____) _____

City _____ State _____ Zip _____

College/University _____

School Location where long-term position held _____

Please attach a copy of a document that demonstrates you enrolled and successfully completed (passed) at least one course during the first/second quarter/semester. This does not need to be an official transcript. You may submit a copy of your report card or other documentation that contains the same information.

Revised 07/01

CLEVELAND MUNICIPAL SCHOOL DISTRICT

REQUEST TO RETURN FROM LEAVE OF ABSENCE

HUMAN RESOURCES DEPARTMENT
1380 East Sixth Street, 500N - Cleveland, Ohio 44114-1667

Name _____ Employee Number _____

Position _____ School/Site _____ Division/Department _____

Telephone: Home _____ Work _____

Type of Leave Returning From:

- | | |
|--|--------------------------|
| _____ Work Related Injury/Illness | _____ Military Leave |
| _____ Leave of Absence for Extended Family Illness | _____ Family Care Giving |
| _____ Leave of Absence for Extended Personal Illness | _____ Four Year Plan |
| _____ Professional Study (Not Sabbatical) | |
| _____ Family Medical Leave Act (FMLA) | |

DATES FOR WHICH LEAVE WAS GRANTED AND APPROVED FROM: _____

TO: _____ **DATE OF ACTUAL RETURN:** _____

AN ORIGINAL AND CURRENT PHYSICIAN'S/MEDICAL [FIT FOR DUTY] CERTIFICATE OR OTHER APPROPRIATE DOCUMENT **IS REQUIRED** AND MUST BE ATTACHED TO THIS FORM BEFORE YOUR REQUEST TO RETURN FROM A LEAVE OF ABSENCE IS CONSIDERED. FALSIFICATION OF THIS FORM MAY BE GROUNDS FOR SUSPENSION OR TERMINATION UNDER OHIO LAW.

Please Note:

- NON-TEACHING EMPLOYEE RETURNING FROM A LEAVE OF ABSENCE WILL BE ASSIGNED TO POSITIONS AS VACANCIES WITHIN HIS/HER CLASSIFICATIONS DEVELOP IN ACCORDANCE WITH THE APPLICABLE LABOR AGREEMENT.
- AN EMPLOYEE RETURNING FROM LEAVE OF ABSENCE **MUST CONTACT** HIS/HER IMMEDIATE SUPERVISOR PRIOR TO THE RETURNING OF THIS FORM.

Requested by: _____ Date: _____
EMPLOYEE'S SIGNATURE

Recommended by: _____ Date: _____
IMMEDIATE SUPERVISOR/REGIONAL SUPERINTENDENT

Approved by: _____ Date: _____
DIRECTOR, HUMAN RESOURCES/ADMINISTRATION & SERVICES

Revised 01/01

CLEVELAND MUNICIPAL SCHOOL DISTRICT

REQUEST FOR SABBATICAL LEAVE

HUMAN RESOURCES DEPARTMENT
1380 East Sixth Street, 5th Floor - Cleveland, Ohio 44114-1667

See Article 21, Section 4

Name	School
Position	Employee Number
Address	City, State, Zip Code
Mailing Address During Sabbatical Leave	City, State, Zip Code
Beginning Date of Employment in Cleveland Municipal School District	Date of Continuing Contract

PLAN FOR FORMAL STUDY

University	Location
College or Department	Dean or Dept. Chairperson
Study will be done on (check one) _____ semester plan _____ quarter plan	
Description of work planned:	

I have taught in the Cleveland Municipal School District for _____ continuous years.

I understand that I am required to return to the Cleveland Municipal School District at the end of the sabbatical leave to teach for a period of at least one year. I am willing to sign an agreement to fulfill this obligation.

I hereby apply for a sabbatical leave for the _____ school year.

Signature _____ Date _____

APPROVED:

Executive Director, Human Resources _____ Date _____

Revised 01/01

CLEVELAND MUNICIPAL SCHOOL DISTRICT

NOTICE OF RETIREMENT (2000-2001 School Year)
CLEVELAND TEACHERS UNION (LOCAL 279)

HUMAN RESOURCES DEPARTMENT
1380 East Sixth Street, 500N - Cleveland, Ohio 44114-1667

I _____, _____ hereby submit notice of my
(Print Name) (Employee Number)
intention to retire from _____ as a _____
(Name of School/Department) (Position)
My last date of service will be _____

Home Address _____ City _____ Zip Code _____
(_____) _____
Home Telephone Number _____ Employee Signature _____ Date _____

RETIREMENT BENEFITS EFFECTIVE: _____
MM/DD/YY

If you have not already submitted your Service Retirement Application to the State Teachers Retirement System (STRS) or the School Employees Retirement System (SERS), please do so at once. Retirement benefits cannot begin until an application has been received by the STRS, 275 East Broad Street, Columbus, Ohio 43215 or the SERS at 45 North Fourth Street, Columbus, Ohio 43215. If you have any questions regarding this matter or would like to receive the application and estimate of benefits, please contact the STRS immediately at (888) 227-7877 or the SERS at (614) 222-5853.

Employees with ten (10) or more years of service with the Cleveland Municipal School District may be eligible for severance pay benefits as follows: Please select (✓) one of the severance options below:

- A. Thirty percent (30%) of their unused accumulated sick leave credit paid in one payment to be made ninety (90) days after the effective date of retirement. \$30,000 maximum.
- B. Thirty percent (30%) of their unused accumulated sick leave credit paid in one payment to be made in January, 2002. \$30,000 maximum.
- C. Employees who have thirty (30) or more years of service and over 355 days of unused accumulated sick leave and who notify the district in writing by January 1, 2001 of their intent to retire at the end of the 2000-01 school year will receive cash payments that will not exceed in the aggregate 40% of his/her unused, accumulated sick leave credit. Payments will not exceed \$40,000 and will be paid in three installments (1st - January, 2002, 2nd - January 2003, 3rd - January 2004).

Upon leaving your employment or otherwise becoming ineligible for group insurance, you are eligible to convert your Group Life Insurance coverage to an individual non-participating Medical Life Insurance policy. This can be done at the rate for your attained age, regardless of your physical condition provided you apply for a change within 31 days of the date your group insurance terminates. See reverse side for conversion information. Contact the Employee Service Center at 574-8298 for application.

DO NOT WRITE BELOW THIS LINE FOR HUMAN RESOURCES DEPARTMENT USE ONLY

Acknowledged by: _____

Authorizing Administrator, Human Resources Department

Return completed form to: Employee Service Center, Room 146, Administration Building

Revised 01/01

CLEVELAND MUNICIPAL SCHOOL DISTRICT

CERTIFICATION/LICENSURE FUNDING

OFFICE OF HUMAN RESOURCES
1380 East Sixth Street, 500N - Cleveland, Ohio 44114-1667

See Article 29, Section 14

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.

Date: _____ Name: _____ Employee No: _____

Phone No.: _____

Current Assignment: _____

Current certification/licensure: _____

Area of certification/licensure sought: _____

Institution offering certification/licensure program: _____

A copy of your professional development plan must be attached to this application. Such plan should set forth the proposed course of study and time line for completion.

Portion of certification/licensure program for which you are applying for funding (check one):

First Quarter of program _____
Second Quarter of program _____
Third Quarter of program _____
Fourth Quarter of program _____

Note: "Quarter" refers to the portion of the entire certification/licensure program rather than an academic term.

Amount of funding applied for: _____ (up to \$1,250 is available per quarter.) Copies of receipts for tuition and/or books and/or other materials must be attached.

Revised 01/01

CLEVELAND MUNICIPAL SCHOOL DISTRICT

REQUEST TO JOB SHARE

HUMAN RESOURCES DEPARTMENT

1380 East Sixth Street, 500N - Cleveland, Ohio 44114-1667

Two bargaining unit members may share one full-time teaching position. Job sharing partnerships are completely voluntary and must be formed no later than April 1 to be implemented the following school year. The requirements are more fully set forth in Article 23, Section 20.

Position to be shared: _____

Teachers who wish to job share:

Teacher 1:

(Days of the Week)

(Hours per Day)

(Name)

(Employee Number)

(_____) _____
(Telephone Number)

Benefits are available on a pro-rata basis. I elect benefits ____ Yes ____ No (check one). (Any difference between 100% paid coverage and the pro-rata entitlement shall be paid by the teacher via payroll deduction.)

Teacher 2:

(Days of the Week)

(Hours per Day)

(Name)

(Employee Number)

(_____) _____
(Telephone Number)

Benefits are available on a pro-rata basis. I elect benefits ____ Yes ____ No (check one). (Any difference between 100% paid coverage and the pro-rata entitlement shall be paid by the teacher via payroll deduction.)

Signature of Appropriate Principal(s): _____

NOTE: The written proposal detailing how the proposed job sharing arrangement will work must be attached. This proposal shall explain how the educational philosophies of the teachers are compatible and how they will share a full-time equivalent load of performance responsibilities for attendance and participation in meetings, etc.

Revised 01/01

ADMINISTRATOR ACKNOWLEDGMENT OF RECEIPT

ARTICLE 15 SECTION 5 RIGHT OF REMOVAL
RIGHT OF REMOVAL FORM

MUST ACCOMPANY CHILD UNLESS CHILD IS ESCORTED TO OFFICE BY AN ADULT EMPLOYEE WITH KNOWLEDGE OF CONDUCT.

STUDENT _____ TEACHER _____

DATE _____ ROOM _____

CLASS _____ CLASS PERIOD _____

SPECIFIC CONDUCT: (CHECK ONE)

- | | |
|--|--|
| <input type="checkbox"/> Consistently or flagrantly failing to comply with reasonable directives of the teacher | <input type="checkbox"/> Engaging in sexual conduct or sexual harassment* |
| <input type="checkbox"/> Consistently or flagrantly intentionally interrupting education in classroom | <input type="checkbox"/> Engaging in activity that may create a situation that is unsafe or unhealthy for others* |
| <input type="checkbox"/> Verbally or physically threatening to injure or harm another person or intimidating another by creating fear for personal safety* | <input type="checkbox"/> Using or bringing a weapon or dangerous instrument* |
| <input type="checkbox"/> Possessing alcoholic beverages* | <input type="checkbox"/> Intentionally causing physical injury to anyone or behaving in such a way that could reasonably cause such an injury* |
| <input type="checkbox"/> Being under the influence of alcohol or drugs* | <input type="checkbox"/> Sexually assaulting another person* |
| <input type="checkbox"/> Fighting, hitting or pushing another student* | <input type="checkbox"/> Hate crimes* |
| <input type="checkbox"/> Gambling* | <input type="checkbox"/> Engaging in drug related activities* |
| <input type="checkbox"/> Intentionally participating in hazing activities* | <input type="checkbox"/> Vandalizing property* |
| | <input type="checkbox"/> Extorting or attempting to extort property* |

***CONDUCT MUST BE CONSISTENT OR FLAGRANT**

- Referral to follow, or
- Brief description of incident _____

TEACHER SPECIFICATION OF STUDENT EXCLUSION:

Student is excluded for _____ period/mod. (Secondary) (Limit is five days)

Student is excluded for _____ days. (Elementary) (Limit is two days)

- TEACHER'S RECOMMENDATION:** _____

TEACHER'S SIGNATURE: _____

ADMINISTRATIVE ACTION: _____

ADMINISTRATOR'S SIGNATURE: _____

ADMINISTRATOR COPY-WHITE TEACHERS COPY-CANARY STUDENT/PARENT COPY-PINK REGIONAL SUPERINTENDENT-GOLD LEGAL-GREEN No. 7125

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, first 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. The criteria for initiating intervention include those defined in the Consent Decree. Other indications that a school requires intervention include, but are not limited to, the indicators listed under the headings of 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. This review shall specifically include the criteria set forth in Section 11.3, Appendix B, of the Consent Decree to address schools in the bottom quartile of academic achievement, and those exhibiting disparities by race in student expulsions or suspensions.

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 as a bottom quartile school as delineated in the Consent Decree.
- Substantial disparity by race in student expulsions or suspensions as delineated in the Consent Decree.
- 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 Proficiency tests. These tests, administered during grades four, six, nine, and twelve, are designed to measure the state's modeled curriculum based on national standards. A school's course of study must be tightly aligned with the learner outcomes measured by the state's proficiency tests in order for students to demonstrate proficiency. Student achievement measures that indicate a school in need of intervention would include any one or more of the following:

- Proficiency target acquisition for grades 4, 6, 8, 11, and 12
 - Percentage of students passing less than three of five tests for the fourth, sixth, eighth (on the ninth), and twelfth grade tests
 - Significant declines in proficiency results from one year to the next
 - Trend of bottom quartile/persistently low performing school over time
 - Off-grade reading proficiency test results for grade 2
 - Dropout rates (as measured by Senate Bill 55 methodology)
 - Bilingual education (LEP) reclassification rates
- 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 serv-

ice 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.
- School exhibits substantial disparities by race in student expulsions or suspensions.

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 (the Document of Corrective Action) 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 Document of Corrective Action (DCA) will be created to supplement the strategies already agreed upon in the school's Academic Achievement Plan.

The Document of Corrective 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 Document of Corrective Action will be created jointly by the school's core 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:

Timeline for School Academic Intervention	
<p>Year 1 (by July 1st): Determination of schools requiring Academic Intervention</p> <p>Assignment of an Academic Intervention Team</p> <p>School implements amended AAP (DCA)</p>	<p>School demonstrates need for intervention due to student achievement, attendance, or school climate.</p> <ul style="list-style-type: none"> • Analysis of student achievement, attendance, and school climate. • Assessment of school's current Academic Achievement Plan • Creation of Document of Corrective Action (DCA) <p>Academic Intervention Team provides specific support Continuing support from District</p>
<p>Year 2 (by July 1st): Reassessment of school's need for Academic Intervention</p>	<ul style="list-style-type: none"> • School shows improvement, removed from Academic Intervention status • School shows positive direction, continues need for intervention, continued support from Academic Intervention Team. • School shows no improvement, decision to reconstitute school

- 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 Document of Corrective 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. The individual in question shall return to Human Resources a list of five choices, in order of preference, by July 10th.
 - b) All CTU bargaining members and administrators will be cleared from the school. After three years, CTU bargaining unit members may utilize the vol-

untary 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 SGC, unless one does not exist then the SCC representatives, and a CTU representative, will restaff the school.
- 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

August 31, 2000

Mr. Richard A. DeColibus
President
Cleveland Teachers' Union
1374 West Sixth Street, 4th Floor
Cleveland, Ohio 44113

Dear Rich:

This letter is intended to confirm the understandings reached during bargaining between representatives of the CTU and the District regarding implementation of the Teacher Performance Evaluation System ("TPES") and District policy regarding power and water failures.

TPES

The Teacher Performance Evaluation System ("TPES") is a collaborative process between the District and the CTU. The District reaffirms its commitment to collaborate with CTU representatives with respect to implementation of all aspects of TPES in the District's schools during the life of the contract. The President of the CTU and the CEO will designate representatives to implement the program. The CTU representatives on the committee will be informed of the results of all evaluations conducted on the TPES Pilot Program and will participate in future evaluations, if any.

Power and Water Failures

The District will develop a policy regarding power and water failures in District facilities. The CTU shall be consulted in the development and implementation of this policy.

I trust the foregoing accurately reflects our understandings on these important topics.

Sincerely,
Timothy J. Sheeran

TJS/clm

Copy: Lisa Marie Ruda, Esq.

APPENDIX I

LETTER OF UNDERSTANDING

The District and CTU will jointly apply for grant funding for a pilot program offering bonuses or other forms of incentive compensation to CTU bargaining unit members based on exemplary performance in educating Cleveland's children as measured by building level performance. If grant funding is obtained for this purpose, the CEO and the President of the CTU will determine how such funding will be awarded to bargaining unit members to reward exemplary performance.

APPENDIX J

START/END TIMES FOR THE 2000-01 SCHOOL YEAR.

It is hereby agreed by and between the Cleveland Municipal School District ("District") and the Cleveland Teachers Union ("CTU") that as a result of negotiations between the parties relative to the issue of starting times for Cleveland Public Schools for the 1999-2000 school year, the parties agree that the starting and end times for teachers in each individual school building within the District shall be as set forth in Attachment A.

The length of the school day shall be no longer than the length of the school day for the 1998-1999 school year. However, there may be an extended period in some buildings to accommodate the transportation schedule. To the extent that the school day is extended to accommodate the District's transportation needs as set forth in Attachment A, teachers may elect to participate in an extended day period, up to 30 minutes in length. Teacher participation is voluntary and teachers agreeing to participate will be selected by seniority. Payment for this new extension period shall be at a rate to be agreed upon between the parties on or before August 23, 1999 or it shall proceed to expedited arbitration. Upon execution of this Agreement, the CTU agrees to continue the expedited arbitration and dismiss the Unfair Labor Practice charge previously filed in this matter. The arbitration shall be continued only for the purposes of determining the rate to be paid for the new extension period if not previously agreed by the parties. If the rate is agreed by the parties, the CTU agrees to dismiss the arbitration.

During the 1998-1999 school year, Anton Grdina, Grace-mount, and Stephen B. Howe requested and received modified schedules designed to accommodate optional professional development needs. The parties recognize that these accommodations were not mandatory on the part of the District. Although the District cannot guarantee that it can continue to accommodate these requests, these schools may still request a modified schedule and the District will make every reasonable effort to accommodate these requests in an effort to enhance student outcomes. This agreement also does not preclude other schools from requesting modified schedules. However, the District may grant or deny those

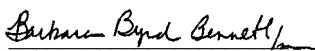
additional requests at its sole discretion. This Agreement shall supercede any conflicting provisions of the current collective bargaining agreement.

The parties recognize and agree that the modification of school starting times will best serve the needs and the interests of the students and teachers in the District in furthering efforts to enhance student outcomes.

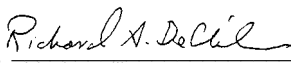
In witness whereof, the parties have executed this Agreement this 11th day of August, 1999.

CLEVELAND MUNICIPAL
SCHOOL DISTRICT

CLEVELAND TEACHERS UNION



Barbara Byrd-Bennett
President



Richard DeColibus

Elementary Schools

	Start Time	End of Instructional Day	End of Extended Day (Transportation Arrives)
Alexander G. Bell	8:00	2:00	2:30
Anton Grdina	8:10	2:10	2:40
Gracemount	8:10	2:10	2:40
Andrew J. Rickoff	8:30	2:30	3:00
Capt. A. Roth	8:30	2:30	3:00
Case	8:30	2:30	3:00
Daniel E. Morgan	8:30	2:30	3:00
Euclid Park	8:30	2:30	3:00
George W. Carver	8:30	2:30	3:00
Louis Pasteur	8:30	2:30	3:00
Marion Sterling	8:30	2:30	3:00
Miles Park	8:30	2:30	3:00
Mound	8:30	2:30	3:00
Paul Revere	8:30	2:30	3:00
Scranton	8:30	2:30	3:00
Tremont	8:30	2:30	3:00
Union	8:30	2:30	3:00
Wade Park	8:30	2:30	3:00
Willow	8:30	2:30	3:00

Elementary Schools, continued

	Start Time	End of Instructional Day	End of Extended Day (Transportation Arrives)
Ben Franklin	8:30	2:30	3:00
Douglas MacArthur	8:30	2:30	3:00
Joseph Landis	8:30	2:30	3:00
Margaret Ireland	8:30	2:30	3:00
Oliver H. Perry	8:30	2:30	3:00
Forest Hills Parkway	8:45	2:45	3:15
Kenneth Clement	8:45	2:45	3:15
Stephen E. Howe	8:45	2:45	3:15
Brooklawn	9:00	3:00	3:30
Kentucky	9:00	3:00	3:30
Louisa M. Alcott	9:00	3:00	3:30
Adlai Stevenson	9:15	3:15	3:45
Artemus Ward	9:15	3:15	3:45
Charles Dickens	9:15	3:15	3:45
Charles H. Lake	9:15	3:15	3:45
Charles Orr	9:15	3:15	3:45
Corlett	9:15	3:15	3:45
Garfield	9:15	3:15	3:45
Iowa-Maple	9:15	3:15	3:45
Louis Agassiz	9:15	3:15	3:45
Almira	9:15	3:15	3:45
Miles	9:15	3:15	3:45
Moses Cleaveland	9:15	3:15	3:45
Robert Fulton	9:15	3:15	3:45
Sunbeam	9:15	3:15	3:45
Valley View	9:15	3:15	3:45
Buckeye-Woodland	9:15	3:15	3:45
Marion C. Seltzer	9:30	3:30	4:00
Alfred A. Benesch	9:30	3:30	4:00
Bolton	9:30	3:30	4:00
Buhrer	9:30	3:30	4:00
Clark	9:30	3:30	4:00
East Clark	9:30	3:30	4:00
Fullerton	9:30	3:30	4:00
Giddings	9:30	3:30	4:00
Hannah Gibbons	9:30	3:30	4:00
Harvey Rice	9:30	3:30	4:00
John W. Raper	9:30	3:30	4:00
Mary M. Bethune	9:30	3:30	4:00

Elementary Schools, continued

	Start Time	End of Instructional Day	End of Extended Day (Transportation Arrives)
McKinley	9:30	3:30	4:00
Miles Standish	9:30	3:30	4:00
Paul Dunbar	9:30	3:30	4:00
Riverside	9:30	3:30	4:00
Walton	9:30	3:30	4:00
Watterson-Lake	9:30	3:30	4:00
Waverly	9:30	3:30	4:00
William R. Harper	9:30	3:30	4:00
Woodland Hills	9:15	3:15	4:00
Dike	9:30	3:30	4:00
Emile DeSauze	9:30	3:30	4:00
H. Barbara Booker	9:30	3:30	4:00
Henry Longfellow	9:30	3:30	4:00
Newton D. Baker	9:30	3:30	4:00
Robert Jamison	9:30	3:30	4:00
Robinson G. Jones	9:30	3:30	4:00
Cranwood	9:30	3:30	4:00
Denison	9:30	3:30	4:00
Mount Auburn	9:30	3:30	4:00
William C. Bryant	9:30	3:30	4:00
Clara Westropp	9:30	3:30	4:00
Rockefeller Fund	9:30	3:30	4:00
Empire Computech	9:30	3:30	4:00
Ochard School of Science	9:30	3:30	4:00

Middle Schools

Patrick Henry	8:00	2:30	2:30
Central	8:00	2:30	2:30
Charles Eliot	8:00	2:30	2:30
Charlers Mooney	8:00	2:15	2:30
Franklin D. Roosevelt	8:00	2:15	2:30
Lincoln Middle	8:00	2:30	2:30
Margaret Soellacy	8:00	2:30	2:30
Whitney Young	8:00	2:20	2:30
Albert B. Hart	8:00	2:15	2:30
Alexander Hamilton	8:00	2:15	2:30
Audubon	8:00	2:13	2:30
Carl F. Shuler	8:00	2:30	2:30
Halle Middle	8:00	2:15	2:30

Middle Schools, continued

	Start Time	End of Instructional Day	Extended Day (Transportation Arrives)
Harry E. Davis	8:00	2:30	2:30
Joseph Gallagher	6:00	2:30	2:30
Mary B. Martin	8:00	2:15	2:30
Martin L. King Middle	8:00	2:25	2:30
Nathan Hale	8:00	2:30	2:30
Wilbur Wright	8:00	2:30	2:30
Willson	8:00	2:30	2:30
Collinwood Middle	8:00	2:30	2:30
Thomas Jefferson	8:00	2:15	2:30
Garrett Morgan Science	8:10	2:30	2:40
Cleveland School of Arts	8:45	2:40	3:15

High Schools

Martin L. King Law & Pub Serv	8:00	2:30	2:30
Collinwood	8:00	2:30	2:30
East	8:00	2:30	2:30
East Tech	8:00	2:30	2:30
Glenville	8:00	2:30	2:30
Halle Senior High	8:00	2:15	2:30
James F. Rhodes	8:00	2:30	2:30
John Hay	8:00	2:30	2:30
John F. Kennedy	8:00	2:30	2:30
John Marshall	8:00	2:30	2:30
Lincoln-West	8:00	2:30	2:30
South	8:00	2:30	2:30
Max S. Hayes	8:00	2:30	2:30
Health Careers	8:00	2:30	2:30
Jane Addams	8:25	2:42	2:55
Cleveland School of the Arts	8:45	3:30	3:30

APPENDIX K

MEMORANDUM OF UNDERSTANDING

For employees with a minimum of ten (10) year's retirement credit with the District who gave the administration written notice between January 1, 1998 and April 1, 1998, of his/her retirement effective at the end of that school year, that employee is entitled to cash payments not exceeding the aggregate 40% of his/her unused, accumulated sick leave credit. The payments, not exceeding a total of \$40,000 per individual, were divided into three (3) equal installments. The first installment was paid in January, 1999; the second installment was paid in January, 2000; the third and final installment will be paid in January, 2001.

APPENDIX L

**MEMORANDUM 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.

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.

APPENDIX N

GUIDELINES FOR DONATING SICK LEAVE

Employees of the Cleveland Municipal 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

SPECTERA

The Health Services Company Since 1964

August 22, 2000

Lori Howell
Manager, Employee Services, Human Resources
Cleveland Municipal School District
1380 East Sixth Street
Cleveland, OH 44114

Re: Spectera Vision Care Program

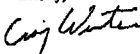
Dear Lori:

As requested, enclosed is an updated plan comparison for the all inclusive coverage program, which has been discussed as an alternative to the Cleveland Municipal School District's current vision program. As discussed, this plan would have a \$45 co-pay and the per employee per month cost would be \$5.35. This rate will be guaranteed for thirty-six (36) months, effective September 1, 2000.

Lori, as you know, the District has a very tight timeline for Spectera to complete the mailing to employees. Anything you can do to expedite a quick decision to this issue would be greatly appreciated.

Please contact me if you have questions or if I can be of further assistance.

Sincerely,



Craig Winter
Director of Labor Relations

cc: Sarah Moore, Esq.
Julle A. Evanoff, CPA, Controller, Cleveland Municipal School District
Eben O. McNair, IV, Schwarzwald Rock & McNair
Timothy J. Sheeran, Squire, Sanders & Dempsey L.L.P.
Tom Davis, Spectera
Jimmy R. Bunch, Jr., Spectera

Enclosure



SQUIRE, SANDERS & DEMPSEY L.L.P.

4900 Key Tower
127 Public Square
Cleveland, Ohio 44114-1304
Office: +1.216.479.8500
Fax: +1.216.479.8780

August 23, 2000

VIA FACSIMILE TO (612)470-0095

Craig Winter
Director of Labor Relations
Spectera
8372 Stone Coach Drive
Chanhassen, Minnesota 55317

Re: Cleveland Municipal School District Board of Education

Dear Mr. Winter:

We are in receipt of your August 22, 2000 correspondence to Lori Howell summarizing the updated plan design for the vision benefits and insurance coverage Spectera has agreed to provide to employees of the Board who elect coverage through Spectera. We understand Sandy McNair has already spoken with you about the Board's agreement to implement the "enhanced" plan design, which you summarized in your letter. Additionally, we understand Lori Howell and Jimmy Bunch have been working together diligently to revise the documents to be mailed so that they reflect the enhanced benefits that Spectera has agreed to provide.

The purpose of this letter is to formally confirm the Board's interest in and agreement to effectuate that plan design. (Copy attached). The Board's agreement is based on our mutual understanding this new plan design is identical to the plan design we previously agreed to implement, except it offers more generous benefits with regard to spectacles and contact lenses. We further understand and expressly condition our agreement on your guarantee that said plan shall be available to the Board at a rate of \$5.35 per employee per month for a three year period, effective September 1, 2000.

Thank you for your assistance with this matter. Please do not hesitate to contact Tim Sheeran or me if you have any questions or concerns.

Very truly yours,

Marcia A. McGratty

Enclosure

Copy: Eben O. McNair, Esq.
Jimmy R. Bunch
Lori Howell, Manager, Employee Services, Human Resources
Timothy J. Sheeran, Esq.

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Approved
11/22/05

ARTICLE 10
ASSIGNMENTS

SCHOOL ORGANIZATION AND TEACHING

Section 1. Class Size and Organization.

A. The class size limit in elementary schools shall be 25, **except in K-8 schools**, 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 limit 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:

1. Reassignment of students;
2. Add an additional classroom teacher;
3. 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 reported grades) 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.

4. 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:
 - a. Reassignment of students or teachers;
 - b. Add an additional class assignment at a one-seventh (1/7) pay differential for elementary teachers;
 - c. Add a teacher at the appropriate certification;
 - d. Pay the affected teacher \$1.00 per student per day for each student above the 1:196.

B. The class size in grades K through 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:

1. Reassignment of students;
2. Add an additional classroom teacher;
3. Pay the affected teacher \$5.00 per day for each student above 25, or \$1.00 per student for each student above the 1:170 limit.

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.

4. 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 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:

- a. Reassignment of students or teachers;
- b. Add an additional class assignment at a one-sixth (1/6) pay differential;
- c. Add a teacher at the appropriate certification;
- d. 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 at the appropriate certification;
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:

- Art = 170 students per day maximum;
- Music = 170 students per day maximum, excluding choir, band, orchestra and similar activities;
- 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 maximum of 19:1 staffing ratio to provide common planning period;
- All teachers, excluding teachers in K-8 schools, shall have five (5) assignments or an equivalent thereof (i.e. block scheduling) and a common planning period;
- An adequate number of Exploratory teachers which includes the middle schools/middle grades building enrollment of regular and special education students;
- 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 at the appropriate certification;

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:

- Art = 170 students per day maximum;

- Music = 170 students per day maximum, excluding choir, band, orchestra and similar activities;

- 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.) 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 with-in 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:

- 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.
- 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.
- Literacy Block. At least eighty (80) minutes of each school day will be dedicated as literacy block(s).
- Lunch. Every day will include a forty (40) minute uninterrupted lunch period for teacher lunch.
- 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.
- 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, 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 elementary 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 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 3001 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 a K-6 or K-7 structure to a K-8 school.
2. K-8 schools for purposes of this Collective Bargaining Agreement are separate entities from 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 with the 2005/06 school year the teacher day will be 390 minutes. This time will include the following:
 - a) Teacher Student Contact. 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. In grades K-5 this time includes “Teacher Student Contact Time”. This time will be time during which teachers and students prepare for, open and/or close the instructional day. The 300 instructional minutes includes six (6) FIFTY (50) minute periods including passing time. Included in the 300 minutes is a literacy block of no less duration than 100 minutes. This time includes two FIFTY (50) minute Team times per week, for all teachers, including ESP teachers, in the building. This Team time must 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 written guidelines for the use of this time.** 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

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.

Compensation for team leaders in K – 8 buildings will be:

K-8 SCH.		TM. LDR.
*MIN. 3 TCH		\$750
ADD TCH		\$250

(*A Team Leader will be responsible for a minimum of three Team homeroom teachers including himself or herself. (\$750 = 3 X \$250) Each additional teacher will add \$250 to the Team Leader’s compensation for the year.)

- b) Lunch. Every teacher will have a daily forty (40) minute uninterrupted lunch period.
- c) Planning Period. All teachers in K-8 buildings will continue to have at least five (5) FIFTY (50) minute per week, or its equivalent of planning time as defined by Article 10.
- d) All teachers in K-8 schools will have at least two (2) fifty (50) minute periods per week, or its equivalent, of **Team** planning periods. The use of this time is explained in 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 (F) and (G). The schedule will 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.

- 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 unless he/she volunteers to take more than three (3).
- c) If drastic changes in the school population require significant changes in scheduling (K-8), such changes shall be completed with ADM-1 Week adjustments, on the first day of the second marking period.
- 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) All teachers shall submit their grade/subject preference for the following year to the Principal on or before April 15, and those preferences shall not be unreasonably refused.
 - h) The Principal of each school, when organization takes place, hold at least one faculty meeting during the opening days of the school year to explain the staffing procedure, including pupil-teacher ratio and class size.
 - i) The Principal and UCC shall meet prior to, and during, each semester to establish equitable class sizes, based upon staff availability in the school. Teacher assignments, including subjects or grades to teach, non-teaching duties, unassigned duties and room assignments are to be part of that 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 and will provide documents to support its efforts to resolve the problem at the building level.
 - j) Special Education classes will follow state guidelines.
3. All subjects taken by K-8 students shall count for promotion.
4. Grade Level 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. Compensation for these positions will be paid according to the following scale:

K-8 SCH.	SAS
**ENR=0-300	*1090
301-600	*2117
601-900	*3170
900+	*4223

**REGULAR ENROLLMENT

K-8 SCH.	SEL
----------	-----

**ENR.=0-50		*1090
51-100		*2117
101+		*3170

****SPECIAL EDUCATION ENROLLMENT**

K-8 SCH.		ESPL
#ESP TCH		***\$250/TCH

****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).*

For the 2005 – 2006 school year only, K-8 Team Leaders will be selected by members of their grade level(s) by a process established by mutual agreement in writing between the UCC and Principal within two weeks of the ratification of the K-8 language by CTU Bargaining Union Members and will serve the remainder of the school year. Subject area specialists (SAS), Special Education Liaison (SEL), and ESP Liaison (ESPL) will be selected within two weeks of the ratification of the K-8 language by CTU Bargaining Union Members and will serve the remainder of the school year.

In those buildings that selected Subject Area Specialists and Special Education Liaisons prior to the end of the 2004-05 school year, those persons, if still at the same school, will continue to serve in those capacities for the 2005-06 school year.

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 mutual agreement in writing 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 of the preceding school year. 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.

a) 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:

- 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.

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

- attend and participate in team meetings and activities;
- set and implement team goals based on academic standards and student needs;
- 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;
- provide input on team leader selection;
- develop and participate in collaborative team-based professional development activities;
- collaborate with team members to provide better motivational activities and/or services for students;
- recommend student referrals and interventions to appropriate school programs and/or community agencies; and
- 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:

- 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.
- Instructional/Student Contact Time. 290 minutes, including homeroom (not to exceed fifteen minutes) and passing time.
- Lunch. Every day will include a forty (40) minute uninterrupted lunch period for teacher lunch.
- Unassigned Time. Balance of teacher workday (as defined in Article 10, Sections 4 and 5).

S. Homerooms and Advisory Activities in Secondary Schools.

1. All certificated personnel in a secondary school, except the Principal, Assistant Principal(s), Building Chairperson (and Assistant Chairperson if over seventy (70)

bargaining unit members), 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 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. For the 2000-01 school year, teachers in secondary schools (middle and high schools) shall not have more than 270 minutes of assigned time per day, unless the District implements a revised school day schedule totaling 275 minutes. If such a revised school day schedule is implemented, then secondary school teachers shall not have more than five (5) assigned time periods of 55 minutes each per day. Both schedules exclude homeroom which shall not exceed fifteen (15) minutes.

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. Effective with the 2001-02 school year, teachers 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 by the Principal and the UCC at the beginning of each school year.

Section 7. Unassigned Periods for Elementary and 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 and K-8 teachers shall receive five (5) 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 and 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 the school year 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.

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ARTICLE 18 TEACHER TRANSFER POLICIES AND PROCEDURES

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 **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 the Special Subject (ESP) Areas, the seniority system in necessary transfers will be applied on a departmental basis by certification/licensure.
 - 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 re-assignment of staff. The procedures shall include meetings of involved faculties to explain the transfer procedures.

**ARTICLE 23 WORKING CONDITIONS FOR SPECIAL GROUPS —
CERTIFICATED PERSONNEL**

Section 2. Media Specialists.

D. Media Specialists.

Elementary and K-8 media specialists are responsible for the same number of assignments as regular classroom teachers per day. These assignments shall include no more than six (6) periods of instruction per day including library maintenance responsibilities. **Media Specialists in K-8 buildings will not be assigned Team time.**

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 B. 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.

B. Differential Positions: Requirements and Responsibilities.

1. Department Heads, Core Team Leaders, Team Leaders, Subject Area Specialists, Special Education Liaisons, ESP Liaisons and 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, **beginning in 2006-07 for all K-8 schools**, by a process established by mutual agreement in writing 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, 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, 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, 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 pro-rated 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.

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). Compensation for these positions in a K-8 building is specified under Article 10, Section O.

a. The responsibilities of the Core Team Leader/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 Specialist 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 in-service and assistance to teachers in delivering the curriculum to improve student outcomes through joint lesson planning, modeling, peer coaching, team teaching and feedback (**K-8 Subject Area Specialists will provide these services if release time is provided.**)
- iv) work with other Subject Area Specialists 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 Schools/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, Core Team Leaders, Subject Area Specialists, Team Leader and ESP Liaison 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.

For the 2005-06 school year only, K-8 schools will have the same differential positions, except those specifically identified in the new K-8 language and ratified by the CTU Bargaining Unit Members, that were in effect during the 2004-05 school year for that school. During the 2005-06 school year, a committee of District and CTU members will meet under the direction of the Commissioner of Interscholastic Sports and Extra-Curricular activities to plan and develop a list of sports, intramural, extra curricular activities and other differential positions at the K-8 level.

**APPENDIX A
DIFFERENTIAL LISTING
PAGES 166 - 167**

MIDDLE SCHOOLS Annual Differential

840620 Athletic Director	1,604.. 1,655.. 1,710 1-2-4
<i>(Must have responsibilities for five (5) or more sports.)</i>	
840370 Coach, Basketball, Boys	1,363.. 1,407.. 1,453 3
840590 Coach, Basketball, Girls	1,363.. 1,407.. 1,453 1
840380 Coach, Soccer	1,363.. 1,407.. 1,453 1
840390 Coach, Track, Boys	1,363.. 1,407.. 1,453 4
840600 Coach, Track, Girls	1,363.. 1,407.. 1,453 4
840610 Coach, Volleyball, Girls	1,363.. 1,407.. 1,453 1
840730 Coach, Wrestling	1,363.. 1,407.. 1,453 1
840640 Asst. Coach, Track, Boys	690 ... 712 ... 735 4
840770 Asst. Coach, Track, Girls	690 ... 712 ... 735 4
840630 Asst. Coach, Soccer	690 ... 712 ... 735 1
840400 Intramural Director, Boys	1,285.. 1,326.. 1,370 1-2-3-4
840410 Intramural Director, Girls	1,285.. 1,326.. 1,370 1-2-3-4
840830 Intramural Director, Girls	1,285.. 1,326.. 1,370 1-2-3-4
840710 Dramatics Director	961 ... 992.. 1,025 1-2-3-4
840430 Newspaper Advisor	961 ... 992.. 1,025 1-2-3-4
840440 Vocal Music Director	961 ... 992.. 1,025 1-2-3-4
840420 Instrumental Music Director	961 ... 992.. 1,025 1-2-3-4
840965 Majorettes (minimum 7 students)	700 ... 722 ... 746 1-2-3-4
840975 Flag Squads (minimum 7 students)	700 ... 722 ... 746 1-2-3-4
840305 Military Drill (minimum 7 students)	700 ... 722 ... 746 1-2-3-4
840785 High Steppers (minimum 7 students)	700 ... 722 ... 746 1-2-3-4
840375 Cheerleader Advisor	700 ... 722 ... 746 1-2-3-4
840905 Proficiency Test Consulting Teacher ..	1,010.. 1,042.. 1,076 1-2-3-4
Student Council Advisor ...	

... One (1) unassigned period, per day, to work with the Student Council

**DEPARTMENT HEAD, CORE TEAM LEADER,
SUBJECT AREA SPECIALIST, SPECIAL EDUCATION LIAISON**

Middle School/Middle Grades Subject Area Specialists receive an annual differential plus a minimum of five (5) additional released periods per week. The annual differential for Department Heads, Core Team Leaders, Subject Area Specialists **excluding those in K-8**, and Special Education Liaisons **excluding those in K-8**, 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 7/00 through 6/30/2003:

10/06/05
6:00 p.m.

Edward Bishop
 Ronald L. Rawns
 Kent Richard
 Mary Jane Prescott
 Sandra L. Green

Local Issues (Opt-Out)

Opt-Out for Health Insurance. *Retain Current Language of Article 29, Section 2 (Paragraph E). Add the following to end of current language in Article 29, (Section 2)(E):*

For the 2005-2006 open enrollment period, the semi-annual payments of \$250.00 and \$125.00 shall be \$400.00 and \$250.00 respectively if the percentages of CTU bargaining unit members opting out during that enrollment period increase by 20% over the number of CTU bargaining unit members opting out during the 2004-2005 enrollment period. If there is not a 20% increase in the number of CTU opting out, the payments shall remain \$400.00 and \$250.00 respectively for the 2006-2007 enrollment year so long as there is not more than a 5% decrease in the number of CTU bargaining unit members opting out as compared to the 2005-2006 opt out number.

OK
WR
6/21/2005

T.A.
D. M. P.
6/21/05

**Memorandum of Understanding between the Cleveland
Municipal School District and the Cleveland Teachers Union
regarding Union Organization in Worksites with more than
One (1) Small High School**

Effective with the start of the 2006-2007 school year,

Each high school building/campus/complex housing more than one (1) small high school will be considered a worksite.

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.

The Chapter Chairperson at worksites with more than 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 (P). Chapter Chairperson unassigned time will be allocated as per Article 2, Section (3)(4). For block scheduling schools this means a 1 block instructional period for the entire year. The Assistant Chairpersons at worksites with more than 1 small school shall have no homeroom.

W Ruda

Barbara Byrd Bennett
Chief Executive Officer
Cleveland Municipal School District

10.24.2005

Date

Joanne DeMarco
Joanne DeMarco, President
Cleveland Teachers Union, AFT Local 279,
AFL-CIO

10-24-05

Date



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- SCHOOL BOARD
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- SCHOOLS
- STUDENTS
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- PARENTS
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Base Teacher Salary Schedule

Financial Year 2006

39 Weeks / 195 Days

Step	Schedule B	Schedule C	Schedule D	Schedule E	Schedule F
	Bachelors	B.A. +1/2 M.A. or B.A +30 hrs.	Masters	M.A. +15 grad. semester hrs.	M.A. +30 hrs.
1	35,264	35,508	37,105	37,356	38,097
2	36,137	37,226	39,097	39,097	39,097
3	37,287	38,835	41,361	41,361	41,361
4	38,635	40,704	43,693	43,693	43,693
5	40,581	42,908	46,428	46,428	46,428
6	42,309	44,880	48,931	49,271	49,271
7	44,048	46,864	51,240	51,850	51,850
8	45,863	48,834	53,763	54,444	54,444
9	47,952	51,121	56,551	57,305	57,305
10	49,776	53,176	59,051	59,873	60,121

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