

Article 6: Problem Resolution, Grievance Procedure and Time Limits

Article 8: Teacher Evaluation

Article ___: Former Article 8: Teacher Contracts, Re-employment, Non Re-employment

Article 9: School Schedules, Meetings & Calendar

Key

Normal font = Current contract language

Italics = New contract language

Bold & underline = State law

**ARTICLE 6
PROBLEM RESOLUTION, GRIEVANCE PROCEDURE
AND TIME LIMITS**

STEP FOUR:

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.

ARTICLE 8
CERTIFICATION/LICENSURE REQUIREMENTS, TEACHER EVALUATION AND
PROCEDURE FOR NON-REAPPOINTMENT OF TEACHERS

Section 1. — Certification/Licensure Requirements

[MOVED TO CONTRACTS ARTICLE __]

Section 1 2. ~~Teacher Evaluation Policy and Procedure~~ Teacher Development & Evaluation System (TDES)

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

B. 1. *One result of the 2010 negotiations was an MOU (see Appendix __) that outlined the formation of a Steering Committee to design a new system of Teacher Development and Evaluation for CMSD. "The District, (CMSD) and the Union, (CTU) agree that an effective Teacher Development and Evaluation System (TDES) must encompass teacher performance, growth and development and enhance student learning. This can only occur in an atmosphere of trust that promotes collaborative dialogue and enhanced professional practice of all educators in our schools and district." With the support of The American Federation of Teachers, (AFT), CMSD and CTU partnered with the Charlotte Danielson Group of Consultants to develop a new system of development and evaluation for all CTU bargaining unit members; that was grounded in the research-based, "Framework for Teaching." Danielson states, "An effective system of teacher evaluation accomplishes two things: it ensures quality teaching and it promotes professional learning." The MOU delineates that, "this new model of teacher development and evaluation will include multiple measures of teacher performance and student learning."*

2. *The TDES Decision Cluster document guides the implementation of the TDES system. The TDES Steering Committee may mutually adapt this document as needed.*

C. *According to ORC 3311.80 and 3319.112, all teachers will receive an Effectiveness Rating each year. 50% of the Effectiveness Rating shall be comprised of multiple measures of student achievement as described in C(1) below and 50% shall reflect the performance as in the observation/evaluation process (i.e. the Teacher Performance Calculation, outlined below). The Effectiveness Rating will be determined at the end of the school year and will be reported to the Ohio Department of Education.*

1. *Pursuant to ORC 3319.112, three forms of data (teacher-level value-added data, state approved vendor assessment data, and district developed measures which may include student learning objectives) may inform the teacher measure of student achievement. Determining the teacher's 50% measure of student achievement for evaluation purpose shall be calculated in the following manner:*

a. Where teacher-level value-added data is available, the teacher's 50% measure of student growth will be 35 % value-added and 15 % student learning objectives (SLOs).

b. Where teacher-level value-added data is unavailable, the teacher's 50% measure of student growth shall be 35 % vendor assessment and 15 % student learning objectives (SLOs).

c. Where no teacher-level value-added data or vendor assessment data is available, the teacher's 50% measure of student growth shall be student learning objectives (SLOs).

d. Certificated/licensed bargaining unit members without directly attributable teacher-level data shall be exempt from the 50% measure of student growth until such time as the Related Service Provider evaluation system is implemented pursuant to paragraph J of this section.

Beginning with the 2014-15 school year, the percentages attributed to measures of student growth will be revisited annually and may be jointly revised to reflect the lessons learned, data collected, and changes in the ODE assessment tools and practices with a commitment to making adjustments to the percentages of multiple student growth measures which are most validly and reliably attributable to teacher performance and are based upon the most valid and reliable multiple student growth measures.

D. Effectiveness ratings are reported to the Ohio Department of Education according to ORC 3319.112. The other documentation of observation events are kept in the employee's file and are used to determine areas of strengths, weaknesses, and areas in need of improvement. Observation events will drive the development of a teacher's professional growth plan (PGP) or professional improvement plan (PIP).

A teacher receiving an effectiveness rating of "Accomplished" will be evaluated every two years. The biennial evaluation will be completed in accordance with the above timelines during the evaluation year.

E. All TDES processes and documentation will be completed through the Great Teachers Great Leaders electronic system. No other forms for evaluations shall be used.

F. Pursuant to ORC 3311.80 and Board Policy 2013-3030(B), all evaluators must be credentialed. A list of credentialed evaluators will be forwarded to the CTU President and updated as made available.

G. Appeals process – Following the first formal announced observation event and any subsequent event, a teacher may request the intervention and/or support of the Academic Superintendent within ten (10) working days. The Academic Superintendent will review the evidence regarding the events to date, and may take one or more of the following actions:

- 1. Co-evaluate the next event or events;*
- 2. Assign a new evaluator to conduct a new evaluation to replace the prior event(s);*
- 3. Uphold the evidence of the event;*

4. Provide intervention, including more training, for the evaluator.

The Academic Superintendent shall submit an electronic record of the request, his/her response, and the outcome of the appeal within ten (10) working days.

The teacher may appeal the Academic Superintendent's response to the TDES Steering Committee co-chairs within ten (10) working days. The TDES Steering Committee co-chairs will respond within ten (10) working days.

H. *The evaluator and teacher have a shared responsibility to ensure the teacher is evaluated consistent with this Article. The academic superintendents will review evaluation data for their assigned schools and will report incomplete evaluations to the CEO, the CTU President and to the building principals on a monthly basis. In addition, any teacher who is concerned about the timely completion of the evaluation procedure may, at any time, notify the TDES Committee co-chairs in writing. Any incomplete evaluations will be referred to the TDES Steering Committee co-chairs for resolution which could include a compressed evaluation schedule. If a compressed evaluation schedule is not possible, the teacher will be assigned the higher of his/her rolling average of the last three (3) years composite evaluations rankings for the Teacher Performance Data (rounded to nearest whole) or the last year's evaluation ranking for the Teacher Performance Data. If that data is not available, a default performance ranking of "Developing" shall be assigned for the year where data does not exist for the Teacher Performance Data and where there is no documented communication initiated by the teacher with the TDES Steering Committee co-chairs to timely remedy the lack of any evaluation event under this Article. Where the teacher has initiated, in writing, communications with the their evaluator, and if the concern persists, in writing with the TDES Steering Committee co-chairs advising that an event has not been completed in a timely manner in accordance with this Article, and where there is no Teacher Performance Data available, a default performance ranking of "Proficient" shall be assigned for that year.. This ranking will be combined with the student growth measures for the year to establish the Effectiveness Rating.*

The timelines and/or procedures in this Article may be modified with the agreement of the TDES Steering Committee co-chairs for resolution to accommodate the evaluation of a teacher with missing evaluation data.

Where the teacher does not have student growth data (e.g. returning from a leave of absence), the default will be the higher of his/her rolling average of the last three (3) years of student growth data (rounded to nearest whole) or the last year's student growth data. In the event the student growth measures do not exist, the TDES Steering Committee will address the situation.

I. *Beginning with the 2013-2014 school year, the TDES Steering Committee 2.0 (see Appendix _) will convene monthly to monitor the implementation of TDES, including data collection and outcomes, communications, appeals, training, and any other aspect requiring review. The Steering Committee will regularly report to the CEO and the President of the CTU.*

J. The TDES Steering Committee will establish an ad hoc committee to implement a related service provider development and evaluation system composed of an equal number of CTU members and administrators appointed by the TDES Steering Committee Co-Chairs. The TDES Steering Committee will set a timeline for this committee to develop an evaluation system for related service providers commensurate to the TDES system that will include both announced and unannounced observations, walkthroughs and multiple measures of student growth that reflect the professional work of the related service providers. The development of this system will be completed and implemented by the 2014-2015 school year with the understanding this timeline coincides with Articles 19, Layoffs and Recalls for Teachers, and 30, Wages and Benefits. The CEO and CTU President have the authority to mutually agree to extend the timeline for implementation and transition .

K. The TDES Steering Committee will establish procedures for evaluating “teachers on assignment”.

Section 2. TDES TIMELINES/PROCEDURES

A. Prior to their first evaluation event, teachers new to CMSD will receive a minimum of six (6) hours of training (Introduction to Framework for Teaching). A minimum of six (6) additional professional development hours will be provided at the building and/or District level, which may include an Introduction to the TDES Process.

B. No evaluation or conference will be scheduled on the last day of the semester unless unusual conditions exist.

C. Beginning with the 2013-2014 school year, each teacher (without regard to continuing or limited contract status), will undergo five (5) formal observation ‘events’ consisting of three classroom walk-throughs and two formal classroom observations. One formal observation will be announced and one formal observation will be unannounced. A fourth walk-through may be requested by either the teacher or the evaluator. However, the fourth walk-through is optional and must be agreed upon by both the teacher and the evaluator. The process concludes with a final composite evaluation that reflects the final effectiveness rating.

1. One walk-through and the formal announced observation will occur during the first semester. Two walk-throughs and the formal unannounced observation will occur during the second semester. (See App. ___).
2. A walk-through is a short classroom visit of five (5) to fifteen (15) minutes. Following the walk-through, written feedback will be provided. The teacher may add additional evidence. The teacher may request a follow-up conversation if he/she feels it is necessary. However, the teacher is not required to respond to a walkthrough and a follow-up conversation is not mandatory.
3. A formal announced observation includes a pre-conference, formal observation, and post-conference. The formal, announced observation will occur within a ten (10) day cycle. Throughout the process, the evaluator

will collaborate with the teacher to establish the time for the pre-conference, observation, and post-conference.

- *The ten (10) day window begins when the evaluator and the teacher meet for the pre-conference.*
 - *Once the pre-conference has been scheduled, the teacher will create and upload the lesson plan.*
 - *The evaluator will review the lesson plan prior to the pre-conference. The evaluator can also request further details or make suggestions prior to or during the pre-conference.*
 - *The observation will be a minimum of thirty (30) minutes.*
 - *The evaluator will document evidence during the observation.*
 - *At the conclusion of the observation, the teacher will receive electronic notification that the evidence is complete and has been submitted.*
 - *The teacher will review the evidence and may add additional evidence to create a richer and fuller record of the lesson.*
 - *The teacher will submit a self-evaluation of the lesson. The evaluator will then mark areas of agreement with the self-evaluation.*
 - *The teacher and evaluator will meet for a post-conference to discuss any discrepancies in the self-evaluation and the observation evidence. The post-conference will also capture evidence of the off-stage elements.*
4. *A formal unannounced observation does not include notification of the observation, the TDES lesson plan, nor a pre-conference. The formal unannounced observation will occur within a ten (10) day cycle.*
- *The evaluator conducts an unannounced observation.*
 - *The observation will be a minimum of thirty (30) minutes.*
 - *The evaluator will document evidence during the observation.*
 - *At the conclusion of the observation, the teacher will receive electronic notification that the evidence is complete and has been submitted.*

- *The teacher will review the evidence and may add additional evidence to create a richer and fuller record of the lesson.*
 - *The teacher will submit a self-evaluation of the lesson. The evaluator will then mark areas of agreement with the self-evaluation.*
 - *The teacher and evaluator will meet for a post-conference to discuss any discrepancies in the self-evaluation and the observation evidence. The post-conference will also capture evidence of the off-stage elements.*
5. *Each year, teachers will receive a Teacher Performance Calculation based on the preponderance of the evidence presented from the five (5) formal observation 'events' reflecting a level of attainment and sustainment of teacher performance. If a person has a "tie" between proficient and accomplished, the related power components will be a "tie-breaker". "Power Components" are the foundational skills listed as components in Domains I, II, III and IV that are considered to be fundamental to teaching. The overall "Accomplished" rating is reserved for those teachers who do not have any (a) "Ineffective" component ratings within the composite or (b) "Developing" component ratings within the composite.*

D. Beginning with the 2013-2014 school year, all other bargaining unit members (e.g. guidance counselors, school psychologists, paraprofessionals, and related service providers) (without regard to contract status), will undergo two (2) formal observation 'events.'

- 1. During the first semester, the professional will collect evidence of Domains 1 and 4, which report and describe his/her regular practice.*
 - The evaluator will notify the professional of the date evidence must be submitted and the date of the evaluation conference.*
 - Following the evidence submission, the professional self-evaluates on the appropriate rubric and submits the self-evaluation.*
 - The evaluator reviews the evidence and the self-evaluation and marks the areas of agreement. The evaluator may add additional evidence or request additional information.*
 - The evaluator will meet with the professional for a conference. At the conference, the evaluator and the professional shall discuss any discrepancies in the self-evaluation and the evidence submitted.*
- 2. During the second semester, the professional will collect evidence of Domains 2 and 3, and the above process will be followed.*
- 3. At the end of each year, following the second observation event, the evaluator will schedule a composite conference.*
 - The professional will submit a summative self-evaluation rating document.*
 - The evaluator will review the summative rating document and mark areas of agreement.*
 - During the composite conference, the evaluator and the professional will discuss discrepancies. The professional may bring additional evidence to the composite conference.*
 - The evaluator will create a Professional Development Plan to facilitate growth or improvement for the following school year.*
- 4. The evaluator will create a final composite evaluation no later than June 1st.*

Section 3: Procedure for Non-Reappointment of Teachers

[MOVED TO CONTRACTS ARTICLE ____]

A. ~~———— The purpose of evaluation is to improve and/or recognize effective instruction. [Moved to Section 2A above.]~~

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

~~———— C. When a teacher is visited by a Principal or District personnel who are allowed to evaluate under House Bill 330 or who hold current teacher supervisory certification/licensure from a state other than Ohio, and who are working toward supervisory certification/licensure in Ohio, and who are designated by the Chief Academic Officer for the purpose of evaluation, an “Individual Visit Evaluation” form shall be completed, and a copy provided to the teacher and school Principal.~~

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

~~E. No other forms for evaluations shall be used. [Moved to Section 2 E above.]~~

~~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 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 (*Appendix M*).~~

~~G. No evaluation or conference will be scheduled on the last day of the semester unless unusual conditions exist. [Moved to Section 3B above.] The evaluation conference schedule shall be provided to teachers at least two (2) weeks before the end of the school year.~~

Section 4. Professional Growth and Improvement Plans.

Beginning with the 2014-2015 school year, pursuant to ODE's evaluation framework under ORC 3319.112, all teachers and other professionals will either be on a Professional Growth Plan (PGP) or a Professional Improvement Plan (PIP). A rating of Ineffective in one or more of the power components may trigger interventions to assist teacher development of improved practice. For CMSD; the nine (9) power components have been identified as: 1c,e, 2b,c,d, 3c,d and 4b,c. (See Appendix __, Decision Cluster 6.)

~~Section 4. Local Professional Development Committee~~

[MOVED TO ARTICLE 8]

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~~ 2013-2014 school year.

A. ~~Teachers, active or retired,~~ will be selected by the ~~Principal and UCC-PAR~~ *Governing Board (in consultation with the Principal and the UCC)* with written mutual agreement to work with their new colleagues in a mentoring capacity during the course of the school year. *These mentors will receive Resident Educator or Mentoring Training.*

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 *and may include Resident Educator requirements.* 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 (hi-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.

E. The Race to the Top CTU/CMSD Induction Committee may make recommendations to change the Mentoring/Induction program to the CTU President and CEO. Recommended changes may incorporate the ODE's Resident Educator requirements.

Section 6. Peer Assistance and Review Program

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

A Peer Assistance and Review Program ("PAR") will support teacher development and evaluate teacher effectiveness. Any modifications made to the current PAR system in order to align and support the current TDES system, will be developed through the TDES Steering Committee and recommended to the CTU President and CEO for approval.

Section 7. Grievances

A teacher may challenge any violation of the evaluation procedures in accordance with the grievance procedure in Article 6. The grievance will be limited to the determination of procedural errors that have resulted in substantive harm to the teacher and to ordering the correction of procedural errors. The failure of the board or evaluator to strictly comply with any deadline or evaluation forms under this Article shall not be cause for an arbitrator to determine that a procedural error occurred, unless the arbitrator finds that the failure resulted in substantive harm to the teacher. The arbitrator shall have no jurisdiction to modify the evaluation results, but the arbitrator may stay any decision taken as a result of the evaluation pending the board's correction of any procedural error. The board shall correct any procedural error within fifteen business days after receipt of the arbitrator's determination that a procedural error occurred.

GLOSSARY AND APPENDIX

1. ODE Evaluation Matrix
2. MOU on TDES
3. Glossary:
 - a. Preponderance of Evidence
 - b. Conversational Walk-through
 - c. Cycle
 - d. Event
 - e. Power components
 - f. PGP
 - g. PIP
 - h. Announced observation
 - i. Unannounced observation
 - j. GTGL Electronic System
 - k. Domains 1, 2, 3, 4
 - l. TDES Coordinator

ARTICLE _____ (FKA Article 8)

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

(Teacher evaluation moved to its own Article –along w/PAR, Mentoring and LPDC. This reflects changes to old Art. 8 only w/regard to certification, licensure, non-reappointment)

ARTICLE _____

~~TEACHER CONTRACTS, RE-EMPLOYMENT, NON RE-EMPLOYMENT~~

~~Section 1. Certification/Licensure Requirements-Teacher Contracts~~

A. The board of education shall enter into written contracts for the employment and re-employment of all teachers. Contracts for the employment of teachers shall be of three types, limited contracts, extended limited contracts, and continuing contracts. Such written contracts shall set forth the teacher's duties and shall specify the salaries and compensation to be paid for regular teaching duties.

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

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

~~C. The District will monitor individual certification/licensure requirements, send timely notice to individuals specifying what they must do to renew their certificates/licenses and provide reasonable and courteous assistance to individuals doing so. *Individuals may also monitor their certification / licensure information via the Great Teachers and Leaders portal.*~~

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

~~E. [MOVED FROM ARTICLE 8] For meetings of the Local Professional Development Committee (LPDC) held outside the regular school day, bargaining unit members shall be compensated at the Professional Development (In-Service Instructor) rate.~~

Section 2. Limited Contracts

"Limited contract" means a limited contract that the board of education enters into with a teacher who is not eligible for a continuing contract. The term of a limited contract for a teacher shall be as follows:

(A) In the case of a limited contract entered into prior to October 1, 2012:

(1) A limited contract shall not exceed five years.

(B) In the case of a limited contract entered into on or after October 1, 2012:

(1) An initial limited contract shall not exceed two years.

(2) Any subsequent limited contract shall not exceed five years.

Section 3. Procedure for Non-Reappointment of Teachers. *Extended Limited Contracts*

“Extended limited contract” means a limited contract that the board enters into with a teacher who is eligible for a continuing contract, but to whom a continuing contract has not been granted by the board.

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

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

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

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

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

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

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

Section 4. Continuing Contracts

A. A continuing contract is a contract that remains in effect until the teacher resigns, retire(s), or until it is terminated or suspended.

B. A continuing contract shall be granted only to teachers who have provided notice of their eligibility, by submitting the Continuing Contract Request Form to Human Resources, by the fifteenth day of September of the year the teacher becomes eligible (the parties agree that "the year the teacher becomes eligible" means this is the third or seventh year depending upon when the initial educator license was issued) for a continuing contract and who have met one of the following criteria:

1. The teacher holds a professional, permanent, or life teacher's certificate;

2. The teacher meets the following conditions:

a. The teacher was initially issued a teacher's certificate or educator license prior to January 1, 2011.

b. The teacher holds a professional educator license issued under section 3319.22 or 3319.222 or former section 3319.22 of the Revised Code or a senior professional educator license or lead professional educator license issued under section 3319.22 of the Revised Code.

c. The teacher has completed the applicable one of the following:

i. If the teacher did not hold a master's degree at the time of initially receiving a teacher's certificate under former section 3319.22 or an educator license, thirty semester hours of coursework in the area of licensure or in an area related to the teaching field since the initial issuance of such certificate or license, as specified in rules which the state board of education shall adopt;

ii. If the teacher held a master's degree at the time of initially receiving a teacher's certificate under former section 3319.22 or an educator license, six semester hours of graduate coursework in the area of licensure or in an area related to the teaching field since the initial issuance of such certificate or license, as specified in rules which the state board shall adopt.

3. The teacher meets the following conditions:

a. The teacher never held a teacher's certificate and was initially issued an educator license on or after January 1, 2011.

b. The teacher holds a professional educator license, senior professional educator license, or lead professional educator license issued under section 3319.22 of the Revised Code.

c. The teacher has held an educator license for at least seven years.

d. The teacher has completed the applicable one of the following:

i. If the teacher did not hold a master's degree at the time of initially receiving an educator license, thirty semester hours of coursework in the area of licensure or in an area related to the teaching field since the initial issuance of that license, as specified in rules which the state board shall adopt;

ii. If the teacher held a master's degree at the time of initially receiving an educator license, six semester hours of graduate coursework in the area of licensure or in an area related to the teaching field since the initial issuance of that license, as specified in rules which the state board shall adopt.

C. Nothing in this section shall be construed to void or otherwise affect a continuing contract entered into prior to October 1, 2012.

Section 5. Supplemental Contracts

If the board authorizes compensation in addition to the salary paid under section 3311.78 of the Revised Code for the performance of duties by a teacher that are in addition to the teacher's regular teaching duties, the board shall enter into a supplemental written contract with each teacher who is to perform additional duties. Such supplemental written contracts shall be limited contracts and shall set forth the teacher's duties and specify the salaries and compensation to be paid for additional teaching duties, respectively.

Section 6. Reemployment Procedures of Teachers on Limited or Extended Limited Contracts

A. The board of education shall enter into a limited contract with each teacher employed by the board who is not eligible to be considered for a continuing contract.

B. Any teacher employed under a limited contract who is not eligible to be considered for a continuing contract is, at the expiration of such limited contract, considered re-employed under a one-year limited contract, unless the board gives such teacher written notice of its intention not to re-employ such teacher on or before the first day of June. The teacher is presumed to have accepted such employment under the teacher notifies the board in writing to the contrary on or before the tenth day of July.

C. If the board adopts a motion or resolution to employ a teacher under a limited contract or extended limited contract, or under a continuing contract pursuant to ORC 3311.77(E),

and the teacher accepts such employment, the failure of such parties to execute a written contract shall not void such employment contract.

Section 7. Non re-employment Procedures of Teachers on Limited or Extended Limited Contracts

A. The following only applies upon the expiration of a teacher's limited or extended limited contract.

B. Prior to the board giving written notice to a teacher of its intention not to re-employ such teacher, the following shall apply:

1. *The evaluation process, as outlined in Article ____, must have been completed.*
2. *The Principal/Administrator shall provide the teacher with notice of his/her recommendation that the teacher not be re-employed, with a copy to the Union and the Academic Superintendent.*
3. *The Academic Superintendent shall hold a hearing with the teacher, CTU representative, and Principal/Administrator. Following the hearing, the Academic Superintendent shall transmit his or her recommendation to the CEO, with a copy to the employee and the CTU.*
4. *If a recommendation for non-re-employment is made by the Academic Superintendent or if the CEO intends to recommend non re-employment to the Board, the teacher shall be entitled to a hearing before the CEO or his/her designee, with CTU representation, prior to any recommendation to the Board.*

~~(4) If a recommendation is made by the Academic Superintendent that the teacher should not be re-employed, it will be transmitted to the CEO with a copy to the teacher and the CTU.~~

~~(5) The Union shall have the right to appeal to the CEO in cases of disagreement with the recommendation of the Academic Superintendent. The CEO may choose to refer the appeal to his/her designee. A hearing will be held before the CEO or designee with the teacher, CTU representative(s), and district representative(s).~~

5. *The CEO shall make a recommendation to the school board. A copy of the recommendation shall be issued to the teacher and CTU.*

6. *On or before June 1 of the year that the teacher's limited or extended limited contract expires, the board must give a teacher written notice of its intention not to re-employ the teacher. A copy shall be provided to the CTU.*

7. Any teacher receiving written notice of the intention of the board not to re-employ such teacher pursuant to this section may request a hearing before the board. The request for a hearing shall be in writing and shall be delivered to the chief financial officer of the district within ten days of the date of receipt of the notice. The hearing shall be held in executive session of the board at the board's next scheduled meeting. Following the hearing, or if no

hearing is requested, the board shall act on the question of the teacher's re-employment. The decision of the board shall be final and shall not be subject to further appeal.

Section 8. Teachers Eligible for a Continuing Contract

A. Upon the recommendation of the chief executive officer that a teacher be re-employed where the teacher satisfies the criteria in division (E) of section 3311.77 of the Revised Code (i.e. Section _____, above) and has taught in the district for at least three years, or at least two years in the case of a teacher who received a continuing contract elsewhere, the board shall enter into a continuing contract with the teacher, unless the board by a three-fourths vote of its full membership rejects the recommendation of the chief executive officer. If the board rejects the recommendation, or if the chief executive officer recommends that the teacher not be re-employed, the board may proceed not to renew the teacher's contract in accordance with O.R.C. Section 3311.81 as if the teacher was not eligible to be considered for a continuing contract.

B. In the event the chief executive officer does not recommend to the board that a teacher receive a continuing contract where the teacher satisfies the criteria in division (E) of section 3311.77 of the Revised Code (i.e. Section _____, above) and has taught in the district for at least three years, or at least two years in the case of a teacher who received a continuing contract elsewhere, the chief executive officer may recommend to the board that the teacher receive an extended limited contract. In that event, the chief executive officer, or the chief executive officer's designee, shall provide the teacher written notice, not less than five business days prior to any board action on the recommendation, for an extended limited contract with reasons directed at professional development not later than the first day of June. An extended limited contract may be issued:

1. For a teacher who has been awarded a continuing contract in another school district and has served in the municipal school district for two years, in one-year increments or for multiple years, in no event to exceed a total of two years;

2. For a teacher who is newly eligible for a continuing contract, in one-year increments or for multiple years, in no event to exceed a total of four years.

Upon any subsequent reemployment of the teacher after the expiration of the extended limited contract or contracts, only a continuing contract may be entered into. The teacher is presumed to have accepted employment under such continuing contract unless the teacher notifies the board in writing to the contrary before the tenth day of July, and a continuing contract shall be executed accordingly.

C. In the event the chief executive officer fails to make any recommendation regarding a contract for a teacher who satisfies the criteria in division (E) of section 3311.77 of the Revised Code (i.e. Section _____, above) and has taught in the district for at least three years, or at least two years in the case of a teacher who received a continuing contract elsewhere, the teacher shall be re-employed under a one-year extended limited contract. That contract may be subsequently extended for an additional one to three years consistent with

divisions (D)(2)(a) and (b) of O.R.C. Section 3311.81. The teacher is presumed to have accepted employment under such extended limited contract unless the teacher notifies the board in writing to the contrary before the tenth day of July.

D. The provisions of this section shall not apply to any supplemental written contracts entered into pursuant to section 3311.77 of the Revised Code (i.e. Section above).

ARTICLE 9
SCHOOL SCHEDULES, MEETINGS & CALENDAR

Section 1. School Calendar.

The annual school calendar for all district schools shall be approved established annually by the Board mutual agreement of the CTU and the District. The calendar shall include the starting and ending times for the school day for each building, as well as all elements relevant to bargaining unit members (e.g. parent conferences, professional days). Prior to the approval of the calendar, the CTU shall provide input. The Board shall make best faith efforts for the initial annual calendar to be established by May 1. However, the parties recognize that reasonable modifications (e.g. transportation needs) may be required by the Board, upon the recommendation of the CEO. A final calendar shall be adopted by the Board no later than July 15 or one month before the beginning of the teachers' first work day, whichever is earlier. Modifications may be made to a building calendar by the Board after this date, upon the recommendation of the CEO and the mutual agreement of the UCC and the Principal. 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- The equivalent of six (6) hours for parent/teacher conference sessions for all bargaining unit members will be held after outside of school hours immediately following the close of the first and second marking periods, with written mutual agreement between the Principal and the UCC on which day and time this will take place. This time is in lieu of the workday the Wednesday before Thanksgiving. Unless otherwise specified by the Board's adopted calendar, these parent/teacher conference hours will be scheduled with written mutual agreement between the Principal and the UCC specifying the day(s) and time(s) this these will take place. A portion of these hours will be scheduled to occur prior to December 15.

Section 2. Professional Development/Longer Year.

[MOVED TO ARTICLE 24, SECTION 2]

Section 23. School Start Times.

A. School Start Time.

1. Beginning with the 2013-2014 school year, all teachers except as noted in paragraph 2 below will have a 440 minute school day. Each day shall include:

- *Ten (10) minutes of unassigned time before start of instructional day;*
- Forty (40) minute uninterrupted duty free lunch;*
- 1 planning period (at K-8, fifty (50) minutes) during each student instructional day;*
- 1 fifty minute (50) planning period each week outside of the student school day;*

- *All additional extended time will be used for professional time (as defined below).*

2. *Teachers at Louisa May Alcott and Cleveland School of the Arts Lower Campus (Dike) will be exempt from the ten (10) minutes unassigned time at the start of the instructional day noted in paragraph 1, above, and will maintain the building substitutes as follows:*

Enrollment up to 300 1 Building Sub

Enrollment 301-600 2 Building Subs

Enrollment 600+ 3 Building Subs

~~Beginning with the 2007/08 school year, K-8 bargaining unit members* will report to school ten minutes prior to the start of the instructional day unless modified in this Collective Bargaining Agreement or by future joint agreement of CMSD and CTU. Beginning with the 2007/08 school year, all K-8 and secondary school teachers have a 400 minute work day that follows one of the following two formats: (See Appendix J)~~

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

~~9:20 A.M. Reporting Time; 9:30 A.M. through 4:00 P.M. Instructional Day (late start K-8/elementary schools)~~

Participation in the additional professional time is mandatory and members are expected to fully participate in the professional experiences that are relevant to their position. The Principal, Chapter Chairperson, and Academic Progress Team (APT) (Appendix V) are responsible for seeking input from staff and establishing the schedule for the standing formal commitments (i.e. Student Support Team (SST), department meetings, faculty meetings, professional development (PD) while ensuring sufficient professional time remains for more individualized experiences (i.e. IEP meetings, office hours, recordkeeping). The parties recognize that reasonable modifications to the scheduled professional activities may be required. No fewer than forty (40) minutes of the additional time shall be reserved for individual professional activities and no fewer than forty (40) minutes of the additional time shall be reserved for collaborative professional activities, with the balance of the additional time being scheduled by the APT. A school may propose flexible uses of the additional professional time (equivalent to 200 minutes per week) in its approved AAP consistent with this paragraph. For example, an approved AAP may reflect use of the additional time by scheduling fifty (50) minutes of professional time over four (4) days, vs. forty (40) minutes over five (5) days.

Professional activities will be consistent with the following or as outlined in the school's approved AAP:

1. *Professional Learning Community (PLC)*
- 1-2. *Team Time (PLC team, vertical team, horizontal team)*
- 1-3. *Office Hours*
- 1-4. *Committee Meetings*

- ~~1-5.~~ *Parent Conferences*
- ~~1-6.~~ *PD & Training*
- ~~1-7.~~ *New Programs*
- ~~1-8.~~ *Record Keeping*
- ~~1-9.~~ *Vertical Planning*
- ~~1-10.~~ *IEP*
- ~~1-11.~~ *SST*
- ~~1-12.~~ *General Collaboration*
- ~~1-13.~~ *Interventions*
- ~~1-14.~~ *Meeting with new students*

15. *Faculty meetings. (The Union shall have input as to the agenda of the meeting. The last ten (10) minutes of the meeting shall be devoted to Union business.)*

If a school's calendar exceeds the standard workday or work year, appropriate compensation will be determined consistent with Article 30 and the Cleveland Differentiated Compensation System (CDCS) MOU, Appendix ____.

No teacher's current salary will be reduced as a result of this standard workday if the teacher's assignment remains unchanged. Upon ratification of the new contract, teachers accepting assignments to schools that operate outside of the standard workday will be compensated as described above.

* The ten (10) minute report time does not include the following bargaining unit members as their work day is 7 hours and 45 minutes: paraprofessionals, sign language/educational interpreters, ~~occupational therapy assistants, physical therapy assistants,~~ and other classified employees.

Section 3-4. Lunch Periods/Travel Time.

Each teacher is to have a duty-free, uninterrupted lunch period of a minimum of forty (40) minutes. The forty (40) minute lunch period for teachers shall be scheduled during the regularly scheduled student lunch periods of the regular day, unless with written consent by the affected teacher. No one teacher or teachers will exceed the lunch time allocated for the majority of the faculty. Teachers assigned to more than one building in a school day shall not have to travel during their lunch period nor during their unassigned periods.

Section 4 5. Standardized School Day Schedule

A. ~~A policy statement will be issued concerning the current practices of schedules for elementary/K-8, middle and senior high/special schools. There will be an annual review in May by the CEO or designee and a CTU committee to discuss the structure of the school day and implementation of schedules in grades K-12 ,elementary, K-8, middle and senior high/special schools.~~

B. ~~In order to comply with the accreditation requirements of North Central Accrediting Association, effective September, 1983, the instructional day shall be appropriately lengthened (in accordance with the schedule previously submitted by the District) and the ninth~~

~~common planning period shall be eliminated (which means that teachers are no longer regularly required to remain in the building after the completion of the eighth period).~~

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

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

B. All special subject area periods shall be standardized as a minimum of a class period.

~~E.C. 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.D. 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.E. The CTU will be notified prior to any changes in the schedule and will be apprised regularly as to the progress made in solving the problem.~~

F. [MOVED FROM ARTICLE 10]. School day scheduling.

1. 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
2. Teachers in grades 6-7-8 will have no more than three (3) preparations except as provided below. By May 30 of the preceding school year, teachers whose preference is to teach in grades 6-8 must submit in writing to both the Principal and Chapter Chairperson their willingness to volunteer for more than three preparations in the following school year, if necessary as determined by the UCC. If sufficient volunteers are not available to meet the needs of the grades 6-8 schedules, the Principal and the Chapter Chairperson shall determine the fairest and most appropriate solution other than establishing self-contained classrooms.
3. If drastic changes in the school population require significant changes in scheduling (K-8), such changes shall be completed by October 1.
4. 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.

5. K-8 teachers' schedules may be changed on a quarterly basis with permission of the affected teacher.
6. 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.
7. Special Education classes will follow state guidelines.
8. All students in K-8 buildings shall be scheduled for each of the following: art, music, physical education, and media.

G. K-8 Scheduling [MOVED FROM ARTICLE 10].

1. Literacy Block. At least eighty (80) minutes of each K-8 school day will be dedicated as literacy block(s) unless otherwise modified by the AAP.
2. 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.

H. 9-12 Scheduling [MOVED FROM ARTICLE 10]

1. Homerooms and Advisory Activities in Secondary Schools.

All certificated/licensed personnel in a secondary school, except the Principal, Assistant Principal(s), Chapter Chairperson, Assistant Chairperson if over seventy (70) bargaining unit members, Assistant Chairperson as defined in Article 2, Section 3 (C)(5), the Athletic Director, and Department Heads, Core Team Leaders, and Special Education Liaisons 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. Instructional Time and Substitute Duties at the Secondary Schools.

- a. 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 1500 minutes, based on six assignments.

- b. Teacher assigned time at the high schools shall not exceed ~~290~~ 300 minutes per day, including passing time and a homeroom not to exceed

fifteen (15) total minutes. Total assigned time per week shall not exceed 1,500 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.

c. Any modifications to the above instructional times may be modified through the AAP process.

Section 5. Use of Common Planning Time. [MOVED FROM ARTICLE 10]

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. Use of Unassigned Time. [MOVED FROM ARTICLE 10]

Teachers' planning periods assigned during the student day 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 ~~6-7~~. Meetings/Events/Conferences on School Days.

A. Mandatory Meetings Scheduled Outside of the Workday Set Forth In Section 2, Above.

Mandatory meetings shall be limited to the following:

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

- d Data feedback
- e. General staff consensus on:
 - 1. Issues
 - 2. Structure
 - 3. Format
 - 4. Approach

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

~~5-3.~~ The district will continue the current practice of providing Child Development and preschool Special Education teachers with professional development jointly developed by CTU and CMSD one day per month. The district will continue the current practice of providing Kindergarten teachers with professional development jointly developed by CTU and CMSD three times a year.

~~6-4.~~ 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 87. 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. In the event of an emergency school closure after the school day begins, the principal along with the UCC will work together on a procedure for the dismissal of students and the early release of the teachers and other CTU bargaining unit members. The procedures used in each building will be determined no later than September 1 of each school year. The procedure agreed to in each building shall be subject to the approval of the appropriate Assistant Academic Superintendent and the CTU 3rd Vice President. If no agreement is reached between the Principal and UCC, then the procedure shall be agreed to by the appropriate Assistant Academic Superintendent and the CTU 3rd Vice President. Ultimately, it is the responsibility of the building principal to maintain the order and safety of his/her building. In the event of a dispute on the day of a building closure, the Assistant Academic Superintendent and CTU 3rd Vice President shall be contacted immediately to resolve the disagreement regarding the dismissal procedure.

Section 9. Unassigned Periods for Elementary/K-8 Teachers. [MOVED FROM ARTICLE 10]

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. 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.

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

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

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

F. Media specialists shall use the first five instructional days and the last five instructional days of the school year to prepare supplies and equipment for use and storage.

Section 10. Secondary Department Schedules. [MOVED FROM ARTICLE 10]

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

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

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 11. Compensation for Additional Class Assignments, Meetings, and Conferences. [MOVED FROM ARTICLE 10]

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 Academic 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 12. Teacher Release from Class Assignments. [MOVED FROM ARTICLE 10]

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

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

Section 13. Class Coverage. [MOVED FROM ARTICLE 10]

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

1. Teachers of special subjects (including but not limited to reading and math intervention teachers) are not to be removed from their regular assignments to function as substitutes for absent teachers.
2. When an elementary or K-8 class is divided because no substitute is available for an absent teacher, those pupils coming from the absent teacher's class are not to be assigned to teachers of special subjects unless they are regularly scheduled for such assignment.

3. When a special subject teacher is absent, every effort will be made to find a suitable substitute. When a suitable substitute is not available, the procedure set forth in "A" above will apply.

Section 14. Trade & Industry Program Assignments. [MOVED FROM ARTICLE 10]

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

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

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

| Instructional Time in Addition to 290-300 Minutes | Compensation |
|--|-----------------------|
| 0-7.5 minutes | 0% of base salary |
| 7.71-22.50 minutes | 5.56% of base salary |
| 22.51-37.50 minutes | 11.11% of base salary |
| 37.51 minutes and above | 16.67% of base salary |

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/re-licensure tuition expenses, according to the following schedule, for the purpose of job retraining or expansion of certification/licensure up to a maximum amount of \$2,000.00 for tuition expenses which are incurred during the period of one year from the time a teacher receives a notice of lay-off contingent upon return to employment within the District:

| Class/Subject Grade | Reimbursement |
|----------------------------|----------------------|
| <i>A</i> | 100% |
| <i>B</i> | 75% |
| <i>C</i> | 50% |
| <i>D/F</i> | 0% |

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

Article 10: School Organization and Teaching Assignments

Article 12: Hiring, Assignment, and Transfer Procedures

Article 15: Policy and Procedures Governing Student Discipline, Social Emotional Learning, and Misconduct

Key

Normal font = Current contract language

Italics = New contract language

Bold & underline = State law

ARTICLE 10
SCHOOL ORGANIZATION AND
TEACHING ASSIGNMENTS

Section 1. Class Size and Organization.

A. [MOVED TO LEGACY APPENDIX__]

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

~~Grades K-3. K-3 classrooms will be staffed using a cluster approach in which the total number of students enrolled in grades K-3 in an individual school building is divided by twenty (20) for the purposes of assigning teacher allocations. When the resulting pupil-teacher ratio is 0.50 or higher, an additional teacher allocation shall be added. When the resulting pupil-teacher ratio is 0.49 or lower, no additional teacher allocation shall be added. In the event an individual teacher's classroom exceeds twenty (20) students, that teacher shall receive overage payment of \$5.00 per student per day for each student above twenty (20).~~

~~2. Grades 4-5. The class size limit in elementary schools for grades 4-5 shall be 25, except by expressed written consent of the affected teacher(s). The local school UCC and the Principal shall determine the school organizational structure and attempt to reach the limits of 25. If the administration in a building cannot meet that limit in one or more classrooms, the Principal shall submit the data to the appropriate Academic Superintendent who will attempt to solve the problem by ADM-1 week. If a teacher is assigned students beyond the limit of 25, one or more of the following options will be utilized:~~

~~a. Reassignment of students;~~

~~b. Add an additional classroom teacher;~~

~~c. Pay the affected teacher \$5.00 per day for each student above 25. Compensation for each marking period of the school year shall be based upon student enrollment (as evidenced by progress reports or grade scan reports) the last Friday of each marking period, with said compensation retroactive to the beginning of the marking period. All such compensation shall be paid by separate check following the completion of the school year but no later than July 15 of each year.~~

~~d. Class size for Elementary Special Subject teachers (ESP) shall be 196 students per day maximum. If a special subject teacher is assigned students above this 196 limit (or a proportionately adjusted limit for teachers with fewer than seven assigned periods in elementary schools) one or more of the following options will be utilized:~~

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

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

1. — **Grades K-3.** K-3 classrooms will be staffed using a cluster approach in which the total number of students enrolled in grades K-3 in an individual school building is divided by twenty (20) for the purposes of assigning teacher allocations. When the resulting pupil-teacher ratio is 0.50 or higher, an additional teacher allocation shall be added. When the resulting pupil-teacher ratio is 0.49 or lower, no additional teacher allocation shall be added. In the event an individual teacher's classroom exceeds twenty (20) students, that teacher shall receive overage payment of \$5.00 per student per day for each student above twenty (20).

Grades 4-8. The class size in grades 4-5 in K-8 schools shall be 25. The class size in grades 6 through 8 in K-8 schools shall be a maximum of 170 students per day (or a proportionately adjusted limit for teachers with fewer than six assigned teaching periods per day). If the administration in a building cannot meet that limit in one or more classrooms, the Principal shall submit the data to the appropriate Academic Superintendent who will attempt to solve the problem by ADM-1 week. If a teacher is assigned students beyond the limit of 25 or 170, whichever is appropriate, one or more of the following options will be utilized: — a. Reassignment of students or teachers; — b. Add an additional classroom teacher; — c. Pay the affected teacher \$5.00 per student per day for each student — above 25 in a self-contained classroom in grades 4-8 (the appropriate — Academic Assistant Superintendent must pre-approve a self-contained — classroom in grades 6-8), or \$1.00 per student for each student above the — 1:170 limit in departmentalized classrooms in grades 6-8. Compensation for each marking period of the school year shall be based — upon student enrollment (as evidenced by progress reports or grade scan reports) the last Friday of each marking period, with said compensation — retroactive to the beginning of the marking period. All such compensation — shall be paid by separate check following the completion of the school — year, but no later than July 15 of each year. — d. Class size for K-8 ESP teachers shall be at a rate of 170 students — maximum per day, except for Physical Education, which shall be at the — 196 per day maximum. If a special subject teacher

is assigned students above this 170 or 196 limit, one or more of the following options will be utilized: 1. Reassignment of students or teachers; 2. Add an additional class assignment at a one-sixth (1/6) pay differential; 3. Add a teacher with the appropriate certification/licensure; 4. Pay the affected teacher \$1.00 per student per day for each student above the 1:170 or 1:196 limit, whichever is appropriate. C. The class size for regular secondary classroom teachers (excluding grades 6-8 in K-8 schools) shall be 1:150 District-wide average, and 1:170 maximum (compliance with North Central requirements). If a teacher is assigned students above this 170 limit (or a proportionately adjusted limit for teachers with fewer than six assigned periods), one or more of the following options will be utilized: 1. Reassignment of students or teachers; 2. Add an additional class assignment at a one-sixth (1/6) pay differential; 3. Add a teacher with the appropriate certification/licensure; 4. Pay the affected teacher \$1.00 per student per day for each student above the 1:170 limit. 5. Class size for Secondary Special Subject Teachers shall be: a. Art = 170 students per day maximum; b. Music = 170 students per day maximum, excluding choir, band, orchestra and similar activities; c. Physical Education = 196 students per day maximum. D. Compensation for each marking period of the school year shall be based upon student enrollment (as evidenced by progress reports or grade scan reports) as of the day after interim progress reports are filed or the last Friday of each marking period respectively (eight times total), with said compensation retroactive to the appropriate half of the marking period.

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

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

A. *Effective with the 2013-2014 school year, the class size for grades K-3 shall be 25 including ESP. For grades 4-8, the class size shall be 28, including ESP. For grades 9-12, the class size shall be 30 including art and music (excluding choir, band, orchestra and similar activities). For grades 9-12 P.E., class size shall be 33.*

B. If the administration in a building cannot meet these limits in paragraph A above in one or more classrooms, the Principal, the UCC Chair, and the affected teacher have a responsibility to address class size limits at the school level. If, after a good faith effort, they are unable to do so, the Principal and UCC Chapter Chair shall submit *in writing the evidence of the problem solving efforts* to the appropriate Academic Superintendent who will attempt to solve the problem. If a teacher is assigned students beyond the *applicable* limit, one or more of the following options will be utilized:

1. Reassignment of students or teachers;
2. Add an additional classroom teacher;
3. *Assign an Educational Aide;*

4. *In self-contained classrooms*, pay the affected teacher \$5.00 per student per day for each student above the limit in grades K-8 (the appropriate Academic Superintendent must pre-approve a self-contained classroom in grades 6-8). Compensation for each marking period of the school year shall be based upon student enrollment (as evidenced by progress reports or grade scan reports) on the last Friday of each marking period, with said compensation retroactive to the beginning of the marking period. *When an overage exists, including the problem solving process time period, the teacher shall receive overage compensation.* 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.

5. *In departmentalized classrooms*, pay the affected teacher \$1.00 per student per instructional period per day 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) on the last Friday of each marking period, with said compensation retroactive to the beginning of the marking period. *When an overage exists, including the problem solving process time period, the teacher shall receive overage compensation.* 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.

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

~~F.~~ [MOVE TO LEGACY APPENDIX __]

~~Middle Schools/Middle Grades. (This section shall exclude middle grades in K-8 buildings.)~~ 1. Beginning with the 2001-2002 school year, the operational definition of ~~———— middle schools/middle grades for purposes of this Agreement shall include~~ ~~———— facilities which house grades six (6) and/or seven (7), and/or eight (8).~~ ~~———— Teachers are to be organized into interdisciplinary core teams, meet~~ ~~———— regularly in a common planning period during the school day, and instruct a common group of students. All student and teacher scheduling, ——— professional~~

development, and curriculum shall be developed to reflect this definition of middle schools/middle grades.

2. All middle schools/middle grades shall be staffed to include:

- a. A maximum of 19:1 staffing ratio to provide common planning period;
- b. All teachers, excluding ESP/Exploratory teachers in K-8 schools, shall have five (5) assignments or an equivalent thereof (i.e., block scheduling) and a common planning period;
- c. An adequate number of Exploratory teachers which includes the middle schools/middle grades building enrollment of regular and special education students;
- d. One permanent building substitute at all middle schools.

3. Effective with the 2001-02 school year, the class size for regular middle school/middle grade teachers shall be 1:150 District wide average and 1:170 maximum (compliance with North Central requirements). If a teacher is assigned students above this 170 limit (or a proportionately adjusted limit for teachers with fewer than six assigned periods), one or more of the following options will be utilized: — a. Reassignment of students or teachers; — b. Add an additional class assignment at a one-sixth (1/6) pay — differential; — c. Add a teacher with the appropriate certification/licensure; — d. Pay the affected teacher \$1.00 per student per day for each — student above the 1:170 limit. e. Class size for middle schools/middle grades special subject — teachers shall be: —

— 1. Art = 170 students per day maximum; — 2. Music = 170 students per day maximum, excluding — choir, band, orchestra and similar activities; — 3. Physical Education = 196 students per day maximum.

4. Voluntary Professional Development for Teachers New to Middle Schools/Middle Grades. Beginning with the 2001-2002 school year, any teacher new to middle school/middle grades shall have an additional twelve (12) hours of voluntary professional development in the year they transition at the Professional Development (In-Service) rate. Bargaining unit members attending voluntary professional development activities shall have the option of earning Continuing Education Units (CEUs) instead of receiving monetary compensation. (The Joint Middle School Transition Committee will develop and implement the professional development.) Middle grade teachers new to implementing the middle school concept or new to middle school are encouraged to participate in the professional development described above during their first year of teaching middle grades. 5. All subjects taken by middle school/middle grades students shall count in the grade point average for promotion.

-G-E. 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-F. The Principal and the UCC shall meet prior to, and during, each semester to establish equitable class sizes, (including health classes in secondary schools) based upon staff availability in the school. Teacher assignments, including subjects or grades assigned to teach, non-teaching duties, unassigned duties and room assignments are to be part of the discussion in

the establishment of the master schedule of the school. Teachers shall have the responsibility of reporting any inequities in class size or teacher assignments to the UCC which will attempt to resolve them within the building *per paragraph B, above*. If it cannot be resolved within the building, the UCC may pursue the problem through the grievance procedure.

[MOVED TO ARTICLE 9]

~~I. Elementary Teacher Work Day in non K-8 buildings. 1. Effective at the start of the 2001-2002 school year, the teacher day at the elementary school level will be 390 minutes. This time will include the following: a. Teacher Report Time. Effective upon contract ratification, paraprofessionals will arrive ten (10) minutes before the start of the student day. During this time, such bargaining unit members must be in the school building. However, this time may not be assigned by the Principal or other administrator. b. Teacher Student Contact Time. In addition to the Literacy Block and Instructional Time, each school will schedule twenty (20) minutes of "Teacher Student Contact Time." This time will be time during which teachers and students prepare for, open and/or close the instructional day. Teacher Student Contact Time may be allocated on a daily, weekly or monthly basis. All teachers, excluding nurses, social workers, speech language pathologists, guidance counselors and psychologists, will be scheduled for Teacher Student Contact Time. c. Literacy Block. At least eighty (80) minutes of each school day will be dedicated as literacy block(s). d. Lunch. Every day will include a forty (40) minute uninterrupted lunch period for teacher lunch. e. Planning Period. Teachers will continue to have at least an average of forty (40) minutes per day or its weekly equivalent as planning/unassigned time as defined by Article 10. f. Instructional Time. In addition to Teacher Student Contact Time and Literacy Block(s), at least 200 minutes of the school day will be dedicated to direct classroom instruction. 2. Scheduling. Each school will schedule the teacher day pursuant to Article 10, Section 1(G) and (H). The schedule must be aligned with the school's approved Academic Achievement Plan. Schools may schedule the Teacher Student Contact Time in a manner which best addresses the school's needs and priorities as identified in the AAP.~~

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

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

[MOVED TO LEGACY APPENDIX ___]

~~L. Every effort shall be made to reduce physical education classes to an equitable size in the school.~~
~~M. When any elementary class is scheduled for art twice a week, it may be scheduled for two consecutive periods with the concurrence of the Principal, UCC and the teachers involved.~~
~~N. Building Substitutes at Elementary Buildings. Effective with the 2001-02 school year, elementary building substitutes will be placed at elementary buildings, with the number of substitutes determined as follows: Enrollment up to 300 1 Building Sub
Enrollment 301-600 2 Building Subs Enrollment 600+ 3 Building Subs~~
~~O. K-8 Schools. 1. A K-8 school is a school that contains grades K-8 or is transitioning from K-6 or K-7 structure to a K-8 school. 2. K-8 schools for the purpose of this Collective Bargaining Agreement are~~

~~separate entities from the elementary, middle/middle grades, secondary and/or high schools. The governing regulations for K-8 schools are contained in Article 10, Section P. P. K-8 Teacher Day~~

~~1. The teacher day at the K-8 school will be 400 minutes, this time will include the following:~~

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

~~b. Teacher Student Contact/Assigned Time. All teachers will have a maximum of 300 minutes of teacher student contact/instructional time. This time includes one (1) homeroom daily not to exceed fifteen (15) minutes and passing time in grades 6-8. The 300 instructional/assigned minutes includes six (6) FIFTY (50) minute periods including a defined passing time as defined through a written mutual agreement by principal and UCC. Included in the 300 minutes is a literacy block of no less duration than 100 minutes. This time includes one FIFTY (50) minute Team time per week, for all teachers, including ESP teachers, in the building. This Team time may be used for teacher/parent conferences, IEP conferences, Intervention-Based Assessment Team Meetings or other classroom related activities other than instruction. The Principal and UCC will develop guidelines for the use of this time through a written mutual agreement.~~

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

- ~~c. Lunch. Every teacher will have a daily forty (40) minute uninterrupted lunch period.~~
- ~~d. Planning Period. All teachers in K-8 buildings will continue to have at least six (6) FIFTY (50) minute per week or its equivalent of planning unassigned time as defined by Article 10.~~
- ~~e. All teachers in K-8 schools will have at least one (1) fifty (50) minute period per week, or its equivalent, of _____ a Team planning period. The use of this time is explained in a 1 (b) above and shall be identified and listed in the school's master schedule.~~
- ~~2. Scheduling: Each school will schedule the teacher day pursuant to Article 10, section 1 (G) and (H).~~
 - ~~a) Schedules for the following school year shall be completed as soon as possible in the preceding school year. All assignments shall be as equitable as possible in terms of honoring preferences and number of preparations. For any changes made after the end of the school year, all teachers affected shall be notified in writing as soon as possible.~~
 - ~~b) Teachers in grades 6-7-8 will have no more than three (3) preparations except as provided below. By May 30 of the preceding school year, teachers whose preference is to teach in grades 6-8 must submit in writing to both the Principal and Chapter Chairperson their willingness to volunteer for more than three preparations in the following school year, if necessary as determined by the UCC. If sufficient volunteers are not available to meet the needs of the grades 6-8 schedules, the Principal and the Chapter Chairperson shall determine the fairest and most appropriate solution other than establishing self-contained classrooms.~~
 - ~~c) If drastic changes in the school population require significant changes in scheduling (K-8), such changes shall be completed by October 1.~~
 - ~~d) All teachers in K-8 schools will be assigned no more than SIX (6) assignments (including Team time) of 50 minute duration, including passing time per day, or the equivalent (i.e. block scheduling). All school schedules will _____ reflect an eight period day or its block equivalent.~~
 - ~~e) K-8 teachers' schedules may be changed on a quarterly basis with permission of the affected teacher.~~
 - ~~f) When a K-8 class is scheduled for an ESP class twice a week, it may be scheduled for two consecutive periods with the concurrence of the Principal, UCC and all teachers involved.~~
 - ~~g) Special Education classes will follow state guidelines.~~
 - ~~h) All students in K-8 buildings shall be scheduled for each of the following: art, music, physical education, and media.~~

~~3-1. All subjects taken by K-8 students shall count for promotion.~~

~~4-2. Team Leaders, Special Education Liaisons, ESP Liaisons, Subject Area Specialists.~~

~~Beginning with the 2005-06 school year, *When Team Leaders, Special Education Liaisons, ESP Liaisons, Subject Area Specialists are in place, the following*~~

*procedures will be followed. Each grade, or cluster of grades (ex. Grade 3 and 4 teachers combine to form one Team) with at least three homeroom teachers within a K-8 building shall have the equivalent of a Grade Level Chair or Core Team Leader, hereafter called Team Leaders. In addition, all K-8 buildings will have four Subject Area Specialists (Language Arts, math, science and social studies), one Special Education Liaison and one ESP Liaison for all ESP teachers. No additional released periods will be provided for these positions. There will be one (1) Department Head for all ESP teachers, hereafter called ESP Liaison, in K-8 Schools. Beginning with the 2006-07 school year in all K-8 schools, Subject Area Specialists, one Special Education Liaison and one ESP Liaison will be selected every two (2) years by a process established by written mutual agreement between the UCC and Principal. The selection process for these positions will commence no later than May 1 and be concluded no later than May 15. For all positions made vacant by transfer, promotion, retirement, etc., the position will be posted for one (1) week, and all members eligible to apply shall submit their letter of interest to the Chapter Chairperson and Principal. *These positions may also be considered for inclusion in the Differentiated Compensation System.**

5-3. 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. *These positions may also be considered for inclusion in the Differentiated Compensation System.*

[MOVED TO LEGACY APPENDIX ___]

~~Q. Middle Schools/Middle Grades Teacher Day, excluding K-8 Schools. 1. Effective with the start of the 2001-2002 school year, the teacher day at the middle school/middle grades will be 400 minutes. This time will include the following: a. Teacher Report Time. Effective upon contract ratification, all bargaining unit members with the exception of paraprofessionals, sign language/educational interpreters, occupational therapy assistants and physical therapy assistants will arrive ten (10) minutes before the start of the student day. During this time, such bargaining unit members must be in the school building. However, this time may not be assigned by the Principal or other administrator. b. Lunch. Every day will include a forty (40) minute uninterrupted lunch period for teacher lunch. c. Planning Period. Teachers will continue to have at least forty (40) minutes per day or its equivalent of planning/unassigned time as defined by Article 10. d. Instructional Time. Schools will schedule no more than 290 minutes of Instructional Time. This Instructional Time will include a homeroom period not to exceed fifteen (15) minutes, one passing time, and a forty (40) minute Common Planning/Common Intervention for those teachers who are members of a Core Team. e. Teacher Student Contact Time. The use of any Teacher Student Contact Time beyond the 290 minutes of Instructional Time shall be determined by mutual written agreement between the Principal and UCC and shall~~

support the goals and objectives of the school's Academic Achievement Plan. 2. Core Team Member Responsibilities. Core Team Members responsibilities will include, but not be limited to, the following: a. attend and participate in team meetings and activities; b. set and implement team goals based on academic standards and student needs; c. develop and implement strategies and activities focused on improving student achievement, i.e., student grouping, continuous parent/family communication, input on budgetary needs, planning interdisciplinary lessons; d. provide input on team leader selection; e. develop and participate in collaborative team-based professional development activities; f. collaborate with team members to provide better motivational activities and/or services for students; g. recommend student referrals and interventions to appropriate school programs and/or community agencies; and h. plan and/or provide academic assistance/individual instruction to students receiving instruction from the Core Team.

R. High School Teacher Day. The teacher day at the high school will be 400 minutes. This time will include the following: 1. Teacher Report Time. Effective upon contract ratification, all bargaining unit members with the exception of paraprofessionals, sign

language/educational interpreters, occupational therapy assistants and physical therapy assistants will arrive ten (10) minutes before the start of the student day. During this time, such bargaining unit members must be in the school building. However, this time may not be assigned by the Principal or other administrator. 2. Instructional/Student Contact Time. Teacher assigned time at the high schools shall not exceed 290 minutes per day, including passing time and a homeroom not to exceed fifteen (15) total minutes. 3. Lunch. Every day will include a forty (40) minute uninterrupted lunch period for teacher lunch. 4. Unassigned Time. The balance of the teacher workday is as defined in Article 10, Sections 4 and 5.S.

Homerooms and Advisory Activities in Secondary Schools. 1. All certificated/licensed personnel in a secondary school, except the Principal, Assistant Principal(s), Chapter Chairperson, Assistant

Chairperson if over seventy (70) bargaining unit members, Assistant Chairperson as defined in Article 2, Section 3 (C)(5), the Athletic Director, and Department Heads; Core Team Leaders, and Special Education Liaisons 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. All certificated/licensed staff who instruct students in grades 6, 7 and 8, excluding K-8 Schools, shall have an advisory period. The Principal and the UCC shall decide when advisory activities shall take place. Advisory activities shall not take place during the homeroom period. Homeroom periods shall not exceed fifteen (15) minutes, except in emergency situations as defined by the

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

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

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

Section 2. Lesson Plans

A. Lesson plans should be considered as a guideline for effective instruction. Therefore, it is essential that teachers maintain substantive daily lesson plans which will provide a framework for such instruction. Substantive lesson plans include, at a minimum, aims and goals for student learning/achievement which parallel the District's ~~course of study~~ *Scope and Sequence*; daily, weekly and instructional unit objectives correlated to the District's ~~Course of Study~~ *Scope and Sequence*, 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~~ *Scope and Sequence* 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.~~ [THIS LANGUAGE IS ADDRESSED IN THE TDES ARTICLE __]

~~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~~

~~CB . 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.~~

~~DC 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~~ D. Duplicate sets of lesson plans are not necessary and need not be prepared.

[MOVED FROM ARTICLE 10]. Section 3: Special Education Assignments [NO CHANGES EXCEPT FOR FOLLOWING]

B. Paraprofessionals and Sign Language/Educational Interpreters.

1. Paraprofessionals and Sign Language/Educational Interpreters shall be assigned to assist Special Education classes as determined by the Special Education Division in accordance with the service provider ratios (3301-51-09(I)) and the students' Individual Educational Plans (IEPs).

2. Thirty (30) minutes of release time per occurrence shall be given to a paraprofessional or Sign Language/Educational Interpreter who is assigned to a special education classroom where the number of students in that classroom are beyond the stated caseload limit (Article 10 Section 3) or for each occurrence when the paraprofessional or Sign Language/Educational Interpreter acts as a substitute for an absent paraprofessional or Sign Language/Educational Interpreter. The thirty (30) minutes of non-cumulative release time shall occur:

- after the student instructional day;
- after all students for whom the paraprofessional or Sign Language/Educational Interpreter has responsibility have left the building premises;
- prior to the paraprofessional or Sign Language/Educational Interpreter's normal release time;
- on the same day as the occurrence of the situations described above, and
- with prior approval of the school administrator or designee.

H. Joint Special Education Committee (JSEC).

The JSEC committee shall consist of five (5) members selected by the CTU, five (5) members selected by administration, and up to three (3) parents mutually agreed upon by the CTU and administration. A good faith effort between the CTU and administration will be made so that the appointments shall include at least one representative from the following categories: regular education classroom, special education classroom, related services personnel, paraprofessionals, ESPs, PreK-8 Principal, and 9-12 Principal. Its main function shall be to discuss all matters regarding Special Education, including:

1. Recommending the use of flow-thru expenditures and that may assist in and- determining annual funding priorities for flow-thru monies, if requested;

2. Recommending, and assisting with the implementation of and compliance with adopted board policies and with strategies that will foster collaboration between regular education and special

education personnel for the purpose of improving the educational and support services provided to the school district's special education students;

3. Making recommendations to the CEO and CTU President or their appropriate designees on issues relevant to Special Education.
4. Recommending specific areas and topics for professional development.
5. Discussing current service delivery concerns and its impact on district needs.
6. Developing a list of best practices for students being serviced in an inclusive setting.
7. Making recommendations to the CTU President or designee and to the CEO or designee for a decision as a result of monitoring the implementation of newly agreed upon special education contract language.

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.

~~**[MOVED TO ARTICLE 9] 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.~~

~~**[MOVED TO ARTICLE 9] 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 6-4. Elementary/K-8 Assignments.

Subject to Article 12, Elementary/K-8 teachers shall not be required to change grade level or school after October 1 for the purpose of enrollment adjustments.

~~**[MOVED TO ARTICLE 9] Section 7. Unassigned Periods for Elementary/K-8 Teachers.**
A. Additional unassigned periods shall be equalized to the maximum extent possible among all teachers in a building. If the additional unassigned periods cannot be completely equalized, the extra unassigned periods shall be rotated.
B. Unassigned periods will be provided through the employment of additional art, music, physical education teachers, media specialists and other ESP teachers.
C. ESP in K-8 Buildings include, but is not limited to art, music physical education, media, and may include other subjects, i.e. Work and Family, foreign language,~~

academic intervention.— All elementary teachers shall receive five (5) unassigned periods per week. All K-8 teachers shall receive six (6) unassigned periods per week. D. Any additional educational aide time assigned to the school shall be provided equitably to teachers with the largest class size in descending numerical order. E. Elementary art, music, and physical education teachers shall have the option to schedule one (1) day before the official beginning of school to prepare supplies and equipment for use storage. For each day so scheduled, the teacher shall be paid at his/her daily rate. On the first day of school the students arrive, each art, music, and physical education teacher will be ready for instruction. Each such teacher shall also have the option to schedule one (1) day after the official close of the school year for the same reasons and be paid at his/her daily rate. F. In K-8 schools, each K-8 art, music, and physical education teacher shall have the option to schedule one (1) day after the official close of school to prepare supplies and equipment for storage and be paid at his/her daily rate. However, in K-8 schools, the day immediately preceding the first day of instruction shall be a room readiness day for all teachers. G. Media specialists shall use the first five instructional days and the last five instructional days of the school year to prepare supplies and equipment for use and storage.

Section 8. Secondary Department Schedules.

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

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

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 9.5. 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.

[moved to article 9] Section 10. Trade & Industry Program Assignments.

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

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

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

| Instructional Time in Addition to 290 Minutes | Compensation |
|--|-----------------------|
| 0-7.5 minutes | 0% of base salary |
| 7.71-22.50 minutes | 5.56% of base salary |
| 22.51-37.50 minutes | 11.11% of base salary |
| 37.51 minutes and above | 16.67% of base salary |

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

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

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

Section 41-6. Teachers Assigned as Special Substitutes.

A. Every effort shall be made to find a regular substitute for a teacher when a teacher is absent or released from any scheduled class. Regular teachers may become "special substitute teachers" when a substitute is not available. Special substitute assignments shall be voluntary, except in emergencies as determined by the Principal consistent with the standards set in a written mutual agreement by the UCC and Principal at the beginning of the school year.

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

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

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

1. Each teacher is limited to a maximum of two classes in a school day;
2. When possible, a teacher in the subject area department will cover the class.
3. Classes of absent teachers shall not be assigned to study halls.
4. A substitute will be provided for any absent teacher in study hall. If the normal procedure for coverage cannot be followed, this will be considered an "emergency" as defined in paragraph (A) of this section.

~~[MOVED TO ARTICLE 9] E. In the elementary and K-8 schools teachers may be assigned consistent with the conditions set forth in Section (E), (1), (2) and (3) below on a period-by-period basis when they are available with unassigned periods. (When this is not practicable, the class may be divided into three (3) groups with one (1) group being assigned to each of three (3) teachers. Each teacher shall then be paid at the special substitute rate as set forth in Appendix A.~~

- ~~1. Teachers of special subjects (including but not limited to reading and math intervention teachers) are not to be removed from their regular assignments to function as substitutes for absent teachers.~~
- ~~2. When an elementary or K-8 class is divided because no substitute is available for an absent teacher, those pupils coming from the absent teacher's class are not to be assigned to teachers of special subjects unless they are regularly scheduled for such assignment.~~
- ~~3. When a special subject teacher is absent, every effort will be made to find a suitable substitute. When a suitable substitute is not available, the procedure set forth in "A" above will apply.~~

[Section 12: Student Trainees Assigned to Teachers: NO CHANGE]

[MOVED TO ARTICLE 9] ~~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 Academic 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.~~

[MOVED TO ARTICLE 9] ~~Section 14. Teacher Release from Class Assignments.~~

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

- ~~1. Attendance at committee meetings, workshops or~~

professional meetings;

~~2. Supervision, officiating or coaching at school athletic events; (Release for a Cleveland Metropolitan School District sponsored athletic event shall not be unreasonably denied. The Principal/Administrator shall be informed of the dates and times in which the bargaining unit member is requesting release no less than five (5) working days before the date of the release. The District will determine the release times for athletic events, dependent upon the type of athletic event and whether the event is designated home or away.)~~

~~3. Field trips to museums, institutions, concerts, theaters, camping, etc., including out-of-town trips;~~

~~4. Participation in contests such as mental mathematics, vocal and instrumental music, science fairs, etc.~~

Section 15-7. 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 16-8. Permanent Vacancies, Open Positions.

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

B. Temporary contracts will be issued to appropriately certificated/licensed individuals assigned to open positions created by extended leaves of absences of greater than four (4) weeks duration. In cases where an appropriately certificated/licensed teacher is not available, the currently assigned substitute may be permitted to remain in the open position if approved by the Principal, until an appropriately certificated/licensed teacher is available and assigned.

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

Section 17-9. Classroom Integrity.

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

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

Section 1810. K-1 Transition Classes.

The Principal in written mutual agreement with the UCC in each elementary/K-8 school may opt to establish at least one K-1 transition class within existing staff allocations. The students selected for this class will be determined by the kindergarten and first grade teachers and the class size shall be set by the UCC. The K-1 transition class is meant to be a bridge between kindergarten and first grade, as well as a gatekeeper structure to direct children to the appropriate services which best serve their needs. This may include referral to first grade, second grade, SBH, LD and/or other appropriate school programs.

Section 19 11. Reading in Content Areas.

A. Each certificated/licensed employee in the District is encouraged to develop skills necessary to assist students to improve in reading.

B. As instructional reading skills in the content areas are acquired, certificated/licensed employees will incorporate them in their instructional plans and delivery.

C. Graded courses of study will be revised to allow for the infusion of reading skills.

D. The infusion of reading in the content areas may be assessed based on classroom instructional evaluation procedures.

E. Each school staff will develop and implement a plan to improve reading.

Section 1220. Parent/Guardian Contact.

The District and the Union agree that contacts with the student's parent/ guardian are an important and essential part of a teacher's professional responsibility.

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

Section 1321. 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 1422. Internal Review Team.

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

ARTICLE 12
POSTING OF VACANCIES HIRING, ASSIGNMENT, AND TRANSFER PROCEDURES

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

Section 1. Posting Procedure. [MODIFIED AND MOVED TO 6 BELOW]

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

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

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

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

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

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

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

[LANGUAGE MODIFIED BELOW]

Section 1. Applying for Open Positions

A. Personnel Selection Committees.

1. Each school shall establish a Personnel Selection Committee consisting of the Principal, the CTU Chapter Chairperson, a parent and a staff member from the job classification for the posted position and any other members mutually agreed upon by the Principal and Chapter Chairperson. When openings for bargaining unit positions occur, the Principal and UCC shall, by mutual written agreement, select the members of the Personnel Selection Committee who will interview candidates for those positions. Individual buildings will hold interviews, with the Personnel Selection Committee, on dates and times that have been mutually agreed upon by the Administrator and Chapter Chair. Interviews will not be delayed due to the unavailability of duly notified members of the Personnel Selection Committee, including during school recess periods.

2. In the event the District creates a new program or school, the Personnel Selection Committee will consist of a representative from Human Resources, the CTU President or his/her designee, a parent representative, a certificated/licensed teacher, a principal, if selected,

and a community representative. The Personnel Selection Committee will hold interviews on dates and times that have been mutually agreed upon by the Administrator and Chapter Chair. Interviews will not be delayed due to the unavailability of duly notified members of the Personnel Selection Committee, including during school recess periods.

B. *The process for applying for open positions shall be as follows:*

1. *There are two (2) application periods for applying for open positions.*
 - a. *Application Period One: For openings that exist prior to the start of the school year, the date to begin the first application period will be selected mutually by the District and CTU and will be determined by May 1 of each year. The process will end ten (10) days prior to the start of the school year. All interested certified/licensed teachers may apply for open positions in this application period.*
 - b. *Application Period Two: For openings that occur at the beginning of the school year, the process will end by September 30, or another date mutually agreed by the District and CTU. There shall be no necessary transfers due to enrollment after October 1st. Only those certified/licensed teachers who have been identified for a necessary transfer as described in Section 2 below may participate in this application period.*
 - c. *Each application period may include an Open Position Fair as outlined in paragraph 8 below.*
 - d. *The district will assign a substitute teacher or hire an external candidate for any open position occurring outside of the Open Position application periods.*
2. The District will determine preliminary teacher allocations based on projected student enrollment and programming needs prior to the posting of open positions. Final teacher allocations will be made in the month of September.
3. Any current teacher interested in interviewing for an open position must submit to the desired building(s) his/her "Interest to Interview Form". The Personnel Selection Committee shall consider each applicant's Form, along with any qualified external applicants, and will determine who will be interviewed. Neither an interview nor a position is guaranteed.
4. **In accordance with RC Section 3311.79, the Personnel Selection Committee shall make recommendations whether to assign a teacher to an open position in the building based on how suitable the teacher's credentials fulfill the needs of the particular school. For this purpose, the Personnel Selection Committee shall consider the following credentials:**

- a. The level of certification/license held by the teacher;
 - b. The number of subject areas the teacher is certified/licensed to teach;
 - c. Whether the teacher is “Highly Qualified” per the Revised Code;
 - d. The results of the teacher’s performance evaluations;
 - e. Whether the teacher has recently taught and been evaluated in the grade(s) and/or subject area(s) the teacher would teach at the school;
 - f. Any specialized training or experience the teacher possesses relevant to the open position;
 - g. Any other credential established by the CEO or Personnel Selection Committee.
5. Seniority or continuing contract status will not be used as the primary factor in determining any teacher’s selection for an open position.
 6. Positions interviewed for will be based upon identified open positions. The Personnel Selection Committee shall make its recommendations to the CEO or designee for final approval of the assignment. Individual building administrators must notify Human Resources of the Personnel Selection Committee’s recommendations via email.
 7. *Once a teacher has voluntarily accepted a transfer to an open position, the teacher cannot apply for or accept any other positions that must be filled during the course of that same school year unless:*
 - A. The teacher is subsequently identified by the CEO or designee for a Necessary Transfer; or*
 - B. During Application Period Two, the teacher is reapplying for a position at a school from which the teacher was previously identified as a Necessary Transfer during Application Period One for the same school year, (see Section 1(B)(1) above), in which case the teacher must submit the Interest to Interview form within two (2) workdays of the posting. The Personnel Selection Committee must consider and act upon the Interest to Interview Form within three (3) working days of its receipt prior to considering other applicants. Neither an interview nor a position is guaranteed.*
 8. *Open Position Fair(s) may be held during each application period on dates mutually agreed upon by the District and the CTU. At the Open Position Fair(s) the Personnel Selection Committee from each building will interview teachers that have been selected by the Personnel Selection*

Committee via the Interest to Interview Form jointly revised by the CMSD and CTU representatives.

a. On the day of the *Open Position Fair*, if there is an open time slot, teachers may request an interview with the Personnel Selection Committee.

b. *At the Open Position Fair, following the interviews, applicants who remain interested in any position(s) will complete a form listing the building assignments they will accept in order of preference. This form will be turned in to the registration table prior to leaving the Open Position Fair. Also, the Personnel Selection Committee, prior to leaving the Open Position Fair will turn in their school's teacher selection form.*

9. *If the building Personnel Selection Committee(s) has not identified candidates for open positions by the timelines set forth in paragraph (B)(1)(a) and (b) above, the CEO or designee shall assign teachers to any remaining open positions based on the best interests of the District, taking into consideration all input from the Personnel Selection Committee(s).*

10. Bargaining Unit Members will not receive additional compensation as an interviewer or interviewee.

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 2. Necessary Transfers

A. **[MODIFIED FROM ARTICLE 18]** Defined. Necessary transfers are transfers out of a school initiated by the administration after notice and discussion with the Union because of:

1. Enrollment changes;
2. ~~Opening or closing positions or programs~~ Elimination of positions;
3. ~~Staffing new buildings~~ Closure of programs;

B. Determining Candidates for Necessary Transfers. Prior to the Open Position application periods set forth in Section 1(B)(1)(a) & (b) above, the following process for determining candidates for Necessary Transfers must be completed:

1. The District will notify each school's Principal and Chapter Chairperson of the proposed positions subject to Necessary Transfer.

2. The Principal and Chapter Chairperson may provide alternative recommendations to Human Resources within two (2) working days.

3. After considering the recommendations, the District will notify each school's Principal and Chapter Chairperson of the final positions subject to Necessary Transfer.

4. The Principal and Chapter Chairperson will notify the staff of the affected grades/subject areas. Staff who would like to volunteer for a Necessary Transfer will notify Human Resources within two (2) work days.

5. If there is an insufficient number of volunteers, the staff to be reassigned will be determined based upon (i) experience, (ii) area of certification/licensure, (iii) level of certification/licensure, and (iv) specialized training as determined in accordance with Article 19, Lay-offs and Recalls for Teachers. The weight allocated for each factor is as follows:

- i. Experience – 1 point for every year of teaching experience in the District.
- ±.ii. Area of certification/licensure – 1 point for each area, 2 points for Comprehensive Science or Social Studies.
- ±.iii. Level of certification/licensure – 1 point for each level (i.e. 1 point for Resident Educator License, 2 points for Professional Educator License/Permanent Certificate, 3 points for Senior Professional Educator License, and 4 points for Lead Educator License).
- ±.iv. Specialized training – 1 point for every area of specialized training.

The Principal and Chapter Chair will verify the order for Necessary Transfers. In the event the weighting is equal, the tie breaking procedure set forth in Article 17, Section 4, Seniority Tie-Breaker, will be used.

The CEO and CTU President may mutually agree to modify the factors in this paragraph.

6. Teachers who have been identified as subject to Necessary Transfer shall be notified in writing that they will be required to participate in the Open Position process as described in Section 1(B) above. The notice will be given no later than the first day of the applicable Open Position application period.

C **[MODIFIED FROM ARTICLE 18]. Exemptions to Necessary Transfers.** The following will be exempt from necessary transfers:

1. The CTU Chapter Chairperson;
2. ~~Two (2) secondary~~ *Three (3)* teachers identified by position only determined by the Principal of each school after notice and consultation with the building's UCC. In schools with more than 600 students and less than 900 students, ~~three (3)~~ *four (4)* teachers identified by position only may be selected, and in schools with more than 900 students, ~~four (4)~~ *five (5)* teachers identified by position only may be selected. Such selection shall be made from the following list in a written mutual agreement by the first of ~~March~~ *May* or there shall be no exemptions for the following school year except that of the CTU Chapter Chairperson:
 - a. One or more head coaches in any sport in Senior High;
 - b. Department Heads;
 - c. Athletic Director in Senior High;
 - d. Dramatics Director in Senior High;
 - e. Newspaper Advisor in Senior High;
 - f. Student Council Advisor in Senior High;
 - g. *Testing Coordinator;*
 - h. *Student Support Team Chairperson;*
 - i. Any special exemption agreed to by written mutual agreement of the Principal and the UCC. If agreement on such a special exemption cannot be reached, there will be no such special exemption.

~~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 3. Special Transfers

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

B. In the event it becomes necessary to assign, reassign, or transfer a teacher, whether voluntarily or involuntarily on the part of the teacher, for the purpose of promoting the best interests of the district, the Academic Superintendent shall first meet with the teacher, the principals of the affected buildings, and the CTU President or designee. The assignment, reassignment, or transfer shall not be delayed due to the unavailability of the meeting participants who have been duly notified.

C. The District may enact a special transfer of a qualified intervention specialist from another building because of enrollment changes after October 1st, provided the special transfer does not result in a caseload overage.

Section 4. *Transfer Protocol*

- A. **[MOVED FROM ARTICLE 18]** If a person is transferred, then effective on the first day of the second grading period, this person carries with him/her all system seniority accumulated to that time.
- B. Chapter Chairs will be a part of the Transfer Process, including the staffing calls or meetings with the Principals at each building.
- C. The District and the CTU will work together in the preparation of materials and the process (“Interest to Interview Form”, resumes/applications, training materials, and the training session) with the Principals and Chapter Chairs.
- D. Once the preliminary allocations are determined, a new open position list will be posted each working day throughout the Open Position application period, if there is a change. During the remainder of the school year a new Open Position List will be sent to the CTU on the first of each month.

[MOVED TO ARTICLE 22] Section 5. Purchased Learning Programs. The District and CTU agree as follows:

~~1. Vacancies in purchased learning programs first will be posted and filled with bargaining unit members in accordance with Article 12. However, the District will not remove a certificated/licensed teacher (non-substitute, including those certificated/licensed under R.C. 3319.26) from a regular classroom assignment to fill the new program vacancy if a certificated/licensed teacher (non-substitute, including those certificated/licensed under R.C. 3319.26) is not available to fill the regular classroom assignment which would be left by the teacher assuming the purchased program position. In the event a regular classroom teacher is not available to fill the classroom assignment which would be vacated by a teacher assuming a purchased program position, or if there are insufficient applicants, the purchased~~

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

Section 5. [MODIFIED FROM ARTICLE 18] Transfer & Relocation

A. Teachers being transferred for any reason from one building to another during the school year:

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.

B. Teachers whose assignment has changed within the building during the school year, which requires a grade level or classroom move or change, shall receive one day with no pupils to pack and unpack for their new assignment.

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

Section 6. Posting Procedure [MODIFIED FROM 18]

A. *The District will provide CTU with an Open Position List each month. The list will be sent electronically no later than the first Friday of each month.*

B. *Vacancies that occur outside of the Open Position application process will be posted within thirty (30) days of the determination to fill a vacancy. It shall be posted on the District website and via email by the administration along with the position requirements, job description, and the salary to be paid.*

C. *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 consistent with the process set forth in Section 1 above. Following initial selection of program/project staff, only vacant positions shall be posted.*

D. *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 -4-7. 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. *Personnel Selection Committee each applicant will be notified in writing by the administrator of their status as an applicant.*

ARTICLE 15
POLICY AND PROCEDURES GOVERNING STUDENT DISCIPLINE, *SOCIAL*
EMOTIONAL LEARNING, 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 limits.

Section 3. Behavioral History

Principals will share in writing appropriate information with the ~~Chapter Chairperson~~ and the teacher(s), *related service provider(s) and paraprofessional(s)* affected concerning the behavioral history (specifically to include behaviors which involve acts of violence, threats of violence, and weapons) of students. *The Chapter Chairperson shall, consistent with the mandates set forth in FERPA and ORC 3319.321, be provided with redacted copies of appropriate information regarding the behavioral history of students.* This information may include juvenile court history of students new to the school through a special transfer made for disciplinary reasons or when the child returns to school from juvenile court or any institution outside the home.

Section 4. Referral to Principal

A. A teacher may refer to the Principal or his/her representative for appropriate action a pupil who is causing serious or continuous disruption (*Appendix F*). The teacher shall

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

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

C. When a student is referred to an administrator, appropriate disciplinary action shall be taken. The Principal or his/her representative shall inform the referring teacher of the disposition of the problem. ~~The Discipline Subcommittee of the UCC in each school will make recommendations for mutual implementation of a school discipline program.~~ [MOVED TO SECTION 7.A]

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, *as specified in the Student Handbook Code of Conduct, which is 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~~ Removal for Educational Intervention

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 *and shall make recommendations to the CEO and the CTU President.*

~~Recommendations are due from the committee to the CEO and CTU President by June 30, 2007.~~ The normal referral process in each school remains in place. Additionally, effective with the first day of second semester of the 2000-01 school year, every classroom teacher shall have the ~~Right of Removal (RoR)~~ *right to exercise a Removal for Educational Intervention (REI) and to send a student out of that particular instructional period (secondary/departmentalized instructional period) for up to five (5) days or, if self-contained, out of that particular classroom for up to two (2) days, if the student is consistently or flagrantly disruptive or disrespectful. Students who are being removed from encore classes in elementary, PreK-8 or K-8 schools, may be removed from that classroom for up to two (2) instructional periods.* There will be a simple ~~REI Right of Removal form (Appendix)~~ *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. *The form must be submitted electronically within twenty-four (24) hours where the teacher has access to appropriate technology. If the teacher does not have access to appropriate technology, the teacher is to send to the principal a hard copy of the completed REI Form* ~~By the end of the school day, the teacher is to send to the Principal the completed Right of Removal Form.~~ This form will also be used for the purpose collecting data regarding the ~~Right of Removal~~ process and making data driven decisions regarding possible improvements to the process. ~~The initial LMC will conduct a quarterly review of the aggregated data of the Right of Removal-REI process. will occur no later than February 29, 2008.~~ Under no circumstances may a teacher have more than three (3) students removed from his/her class at any one time without the permission of the Principal. ~~The Right of Removal REI shall not be refused. Teachers will be provided training regarding the appropriate use of the REI right of removal.~~

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

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

An intervention specialist will be identified and scheduled to provide services to students with IEPs in the Planning Center for a minimum of two (2) periods every day. If no students with IEPs are assigned to the Planning Center for that day, these periods shall be unassigned periods. Assignment to the Planning Center shall be voluntary. Intervention Specialists must submit in writing to both the principal and chapter chairperson their willingness to volunteer for the Planning Center assignment in lieu of a teaching assignment. If sufficient volunteers are not available to meet the needs of the Planning Center assignment, the principal and chapter chairperson shall determine the fairest and most appropriate solution. No intervention specialist shall be involuntarily assigned to the Planning Center for two (2) consecutive school years. The intervention specialist assigned to the Planning Center will not replace or serve in lieu of the Planning Center Instructional Aide (PCIA).

Section 6. Chapter Chairperson Responsibilities Related to Student Discipline

~~Effective with the first day of the second semester of the 2000-01 school year, the~~ ~~Building-Chapter~~ Chairperson may mediate disputes between the administration and individual teachers when student discipline is an issue. The ~~Building-Chapter~~ 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-Chapter~~ Chairperson him/herself, the appropriate Academic Superintendent and CTU Third Vice President shall mediate the dispute.

A. No ~~(RoR) Right of Removal for Educational Intervention (REI)~~ 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 ~~REI RoR~~ was appropriate, it is upheld. If the CEO or designee, and the CTU President or designee agree the ~~REI 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 ~~REI 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 ~~REI 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 [MOVED TO SECTION 10] In any bargaining unit member assault incident, the Chapter Chairperson shall arrange for all necessary forms to be filed in a timely manner, and shall provide transportation and accompany any teacher (both released on school business) testifying in a court of law regarding a student incident at the school.~~

BE. The District may offer all Chapter 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.

DC. In the event the Chapter Chairperson concludes that the Principal is not dealing effectively with student discipline concerns, the Chapter Chairperson may contact the Academic Superintendent. The Academic Superintendent shall meet with the Chapter Chairperson and Principal within ten (10) working days of such contact to hear the Chapter Chairperson's concerns and attempt to develop a resolution satisfactory to the Chapter Chairperson and Principal.

Section 7. Written Referrals & Behavioral Remediation

A. *The Discipline Subcommittee of the UCC in each school, which shall include the principal or administrative designee and the PCIA, will make recommendations for mutual implementation of a school discipline program. [MOVED FROM SECTION 4.C]*

B.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 Code of Conduct 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 Code of Conduct 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 Code of Conduct 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 Code of Conduct Handbook* revised annually).

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

Section 10. Assault and Battery on an Employee

A. A serious assault or battery includes (1) ~~an actual threat of serious physical, psychological, or emotional harm to a bargaining unit member; or~~ (2) **[MOVED TO SECTION 11]** any deliberate inappropriate touching by a student or object that was under

control of a student, that causes serious physical, psychological, or emotional harm; or (23) reckless conduct that causes serious physical, psychological or emotional harm.

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

1. **Responsibility of the bargaining unit member:**

A. If a bargaining unit member believes that he or she has been seriously assaulted or battered by a student, the bargaining unit member shall complete ~~an Incident Report~~ *Pupil/Employee Incident Form* and provide a copy to the Principal/Building Leader immediately, if able to do so, or as soon as possible. If the employee is unable to perform his/her duties, the office shall take appropriate steps to cover the employee's instructional responsibilities for the rest of the day and the employee is entitled to the rest of the day on assault leave. *The Pupil/Employee Incident Form and the Article, Sections 10 and 11 Serious Assault, Battery, or Menacing Report Form are included in Appendix _____*

B. *In any bargaining unit member assault incident, the Chapter Chairperson shall arrange for all necessary forms to be filed in a timely manner, and shall provide transportation and accompany and teacher (both released on school business) testifying in a court of law regarding a student incident at the school. [MOVE FROM SECTION 6B]*

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

a. When a serious assault or battery is alleged, the Principal/Building Leader shall immediately initiate an investigation utilizing the District's Division of Safety and Security. This investigation shall include obtaining ~~a~~ *statements* from the *employees, the student(s)*, and any witnesses to the incident. Principals/Building Leaders faced with a serious problem, threatening the security of school personnel or property, are authorized to call the Cleveland Police Department, requesting immediate assistance.

b. The investigation shall be completed within one business day of the time the bargaining unit member submits the *Pupil/Employee Incident Report Form*.

c. Following the investigation, the Principal/Building Leader shall immediately conduct a due process hearing to determine if a serious assault or battery occurred. *The Principal/Building Leader shall then complete and submit the Article 15, Sections 10 and 11 Serious Assault, Battery, or Menacing Report Form.*

- d. If the Principal/Building Leader determines that a serious assault or battery occurred, the Principal/Building Leader shall immediately suspend the student for ten days and notify the student's parents. In addition, the Principal/Building Leader shall submit *the an Article 15, Sections 10 and 11 Serious Assault, Battery, or Menacing Report Form* to the Division of Pupil Personnel, Office of Hearings and Appeals, so the student can be assigned to another placement following the conclusion of the suspension. The Serious Assault or Battery Form shall include the definition of assault or battery as defined above. In addition, if the Principal/Building Leader either recommends expulsion or other interventions in addition to the suspension, the Principal/Building Leader shall complete a Student Administrative Intervention Form ("SAIF") and forward the SAIF, along with a copy of the file, to the Division of Pupil Personnel, Office of Hearings and Appeals.
 - e. Consistent with the Family Educational Rights and Privacy Act ("FERPA") *and ORC 3319.321*, the Principal/Building Leader shall provide a copy of his or her findings to the bargaining unit member and the Chapter Chairperson. These findings shall include redacted copies of any written referral to the Division of Pupil Personnel, Office of Hearings and Appeals, the Incident Report Form, all witness statements, any reports or findings from Safety and Security, and the Principal/Building Leader's determination.
 - f. If the Principal/Building Leader determines that a serious assault or battery did not occur, the employee may request that the Academic Superintendent or designee review the facts and render a decision. In such case, the Principal/Building Leader shall provide a complete copy of his or her investigation, including any related paperwork, to the Academic Superintendent.
 - g. If the assailant has left the premises, the police shall be called and notified, and if the employee requests, a staff individual of the assaulted employee's choice with the Principal's approval may accompany the employee to the police station and/or medical assistance.
3. **Responsibility of the Academic Superintendent after receiving a request for review from a bargaining unit member:**
- a. The Academic Superintendent shall review all materials provided by the Principal/Building Leader and shall determine whether a serious assault or battery occurred. If the Academic Superintendent determines that a serious assault or battery occurred, the Academic Superintendent shall either follow the procedure outlined in Sections 2 (d) and (e) above, or shall direct

the Principal/Building Leader to do so. This process shall be completed in no more than two working days from the date the bargaining unit member submitted the *Pupil/Employee Incident Report Form* to the Principal/Building Leader, if the student is in an elementary classroom, or five working days from the incident, if the student is in a secondary classroom.

- b. If the Academic Superintendent determines that a serious assault or battery did not occur, the bargaining unit member may file a grievance related to the incident, pursuant to Article 15, Section 28. The bargaining unit member shall, upon request, and consistent with the mandates set forth in FERPA and ORC 3319.321 provided with redacted copies of the *Pupil/Employee Incident Report Form*, all witness statements, and any report or findings from Safety and Security and the Principal/Building Leader's determination or Academic Superintendent's determination.

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

- a. If the Division of Pupil Personnel, Office of Hearings and Appeals, receives a copy of the Article 15, *Sections 10 and 11 Serious Assault, Battery, or Menacing Report Form*, it shall make immediate arrangement for the student to be assigned to another placement following the conclusion of the suspension.
 - b. If an appeal has been filed by the student and/or parent/guardian, the Office of Hearings and Appeals shall review the matter, but the review shall be limited to the determination as to whether the student received due process at the Building Level.
 - c. If the Division of Pupil Personnel, Office of Hearings and Appeals received a SAIF, it shall conduct a due process hearing, if necessary, and upon review of the facts, a determination will be made for a referral to Juvenile Court and/or disposition by the District.
5. Under no circumstances shall a student who has been found to have committed a serious assault or battery on a bargaining unit member be returned to the school either that school year, or any other school year, without the written agreement between the assaulted ~~teacher~~ member (if still at the school), the receiving ~~teacher~~ member(s), the Chapter Chairperson and the Principal/Building Leader.

C. *Copies of all Article 15, Sections 10 and 11 Serious Assault, Battery or Menacing Forms, with the attached Pupil/Employee Incident Forms shall be forwarded to the*

President of the CTU on a monthly basis by the Office of Safety and Security. [MOVED FROM SECTION 28]

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

Section 11. Menacing

A. *The procedures for serious assault and battery set forth in Section 10 above, shall also to be followed in cases 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, of serious physical, psychological or emotional harm, orally or in writing, directed to the bargaining unit member or a member of the bargaining unit member's family.*

Under no circumstances shall a student who has been found to have committed a serious menacing on a bargaining unit member or member's family be returned to the school either that school year, or any other school year, without the written agreement between the menaced member (if still at the school), the receiving member(s), the Chapter Chairperson and the Principal/Building Leader. If the student is to remain, then the affected member, the Chapter Chairperson and the Principal/Building Leader may mutually agree to a suspension of fewer than ten days.

B. *Copies of all Article 15, Section 10 and 11 Serious Assault, Battery or Menacing Forms, with the attached Pupil/Employee Incident Forms shall be forwarded to the President of the CTU on a monthly basis by the Office of Safety and Security. [MOVED FROM SECTION 28]*

C *If the CTU believes that Article 15, Section 11, has not been followed, the CTU may file a grievance pursuant to Section 28 of this Article.*

1. ~~The employee shall make a written complaint to the Cleveland Police with respect to the menacing behavior, with a copy to the school Principal. In addition, the employee shall report the incident immediately to the school office on an incident form.~~
2. ~~After the steps described in (1) have been completed, if a serious incident of menacing is alleged, the Principal or designee shall investigate the allegation promptly. If the Principal finds that a serious incident of menacing did not take place, the employee may request a Regional Superintendent or designee to review the facts and render a decision.~~
3. ~~If the Principal determines that serious menacing occurred, then the following steps shall be taken:~~

- a. ~~The Principal shall notify the parents.~~
- b. ~~If the Principal determines that serious menacing occurred after due process, the student shall be immediately suspended for ten (10) days.~~
- c. ~~The Principal shall write a referral of the incident and send same to the Division of Hearings and Appeals and the CTU.~~
- d. ~~The Principal shall notify in writing the Union Chapter Chairperson and the affected employee of the incident's disposition.~~
- e. ~~The Principal shall send a supplementary referral including behavioral and academic record of the student involved to the Division of Hearings and Appeals.~~
- f. ~~The Division of Hearings and Appeals shall conduct a due process hearing within ten (10) days and will, upon review of the facts, determine whether the matter should be referred to the juvenile court.~~
- g. ~~Based upon the results of the due process hearing in "f" above, the student who is found to have committed a serious act of menacing shall not be returned to that school for the balance of that school year.~~
- h. ~~In the event the due process hearing set forth above is not conducted and concluded within ten (10) days, the student shall be transferred to another school or program outside of the home school pending completion of the due process hearing.~~

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

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

Section 12. Disciplinary Guidelines Committee

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

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

Section 13. Faculty Meetings on Discipline

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

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

Section 14. Auditorium Programs for Students

Auditorium programs will be conducted in all schools on the opening day of school to focus on student responsibility and discipline and state clearly the rules and regulations of the school and the school system. The Principal shall conduct and participate in the auditorium program with the planning and presentation to include representatives of the faculty selected by the UCC. Discussion of District policies and state laws and the consequences to be expected for the breaking of these regulations, policies and laws will be the subjects of the program. Elementary/K-8 schools shall have two auditorium programs, one for primary grades and one for upper elementary grades. In secondary schools, a separate auditorium program may be provided for each grade level.

Section 15. Detention Period

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

B. On a school-by-school basis, the Discipline Subcommittee of the UCC and the Principal shall establish the guidelines for the use of detentions and the length, frequency and

time of the detention period program. Cooperatively, they shall determine the staffing and monitoring of such a program.

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

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

Section 16. Aggravation Transfer

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

Section 17. New Home School for Expellees

In cases where a secondary school student is expelled and it can be shown that his/her return to the home school will create a danger to a bargaining unit member or a severe disruption to the academic process, either the Principal or the CTU Chapter Chairperson may request that the expelled student not be returned to his/her home school during the remainder of his/her years in the District. Such requests shall be heard by a Disciplinary Appeal Panel comprised of the appropriate Academic Superintendent (or his/her designee), the Principal of the school and the Chapter Chairperson of the school. The decision of this Disciplinary Appeal Panel shall be final and binding on the parties to this Agreement. Parents/legal guardians may appeal this decision through procedures as set forth in the Student Handbook *Code of Conduct* this provision does not apply to expulsions resulting from a serious assault or battery, which are governed by Article 15.

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

Section 18. Code of Conduct

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

Section 19. *HumanWare/Social Emotional Learning Committee* ~~Early Discipline/Intervention K-2 Program~~

A joint *HumanWare/Social Emotional Learning (SEL)* Committee, of equal ~~three~~ CMSD ~~and representatives~~ and ~~three~~ CTU representatives, will ~~meet to~~ develop early discipline/intervention programs ~~in grades K-2~~ that will include, but are not limited to, character education and managing anti-social behavior, *and other mutually agreed upon goals.*

Section 20. Discipline Alternatives

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

Section 21. *Student Support Teams*

- A. *Student Support Teams (SST) are designed to serve as evidence – based teams that utilize a data-driven multi-disciplinary problem solving approach to identify and monitor interventions for students.*
- B. *A student support team shall be comprised of the principal, a teacher, and at least one school support personnel employee (psychologist, nurse, guidance counselor) who will be assigned to the SST by the District. Each principal and chapter chairperson will collaboratively present the opportunity to apply to be the teacher representative on the SST to their faculty at the first school faculty meeting of the school year. Teachers interested in being selected as the teacher representative on the SST must apply through a letter of interest to the principal and chapter chairperson within seven calendar days of being notified of the opportunity as described in C below.*
- A.C. *The principal and chapter chairperson, by written mutual agreement, will select one teacher as the teacher representative on the SST from the pool of applicants. Selection of the teacher shall occur annually and the teacher representative will serve on the SST for the full academic year. A teacher who served on the SST in the previous year*

shall be eligible to apply annually. The principal shall submit a roster of the SST and members and the meeting schedule to the Human Ware Executive Committee no later than fourteen calendar days from the beginning of the school year.

- D. *SST meetings will be held on the same day and period each week during the school year. Additional meetings, scheduled by mutual consent of the SST, may be scheduled as necessary. If there is a need for a meeting beyond the teacher day, and a CTU member is invited by the SST, and is in attendance, the CTU member will be paid the in-service instructor rate for that meeting. Any part of an hour will be considered an hour. The SST will meet every week for the equivalent of one class period (e.g., 50 minutes in K-8 schools, 45 minutes in high schools, or for the class period length as defined in the AAP) and attendance to this meeting will be considered the teacher representative's teaching assignment. Schools that use a block schedule format will still be required to ensure their SST meets weekly for 45-minute period of time.*
- E. *In elementary and K-8 buildings the teacher representative will be assigned one fewer teaching assignment per week than the maximum number of teaching assignments. In high schools, the teacher representative will be assigned one fewer forty-five minute teaching assignment or for the class period length defined by the AAP. The teacher selected for the SST shall have the choice of being either released from homeroom responsibilities daily or they can select one period of class coverage per week in lieu of one planning period per week, freeing the teacher representative to meet once a week during his or her planning period.*
- F. *Whenever any other CTU Bargaining Unit Member is invited to attend an SST meeting, class coverage will be provided or the Member will be compensated class coverage if it is during their planning time or lunch (if the member agrees).*
- G. *If an additional SST or a different structure is needed in a school, the Principal and the Chapter Chairperson must inform the HumanWare Executive Committee for approval.*

Section 22. Classroom Meetings

Classroom Meetings (CM) are an inclusive, proactive and community building approach to promoting the well-being of all students and for preventing and/or reducing negative outcomes for students.

- A. *All freshman students will participate in daily classroom meetings that follow a basic 20 minute format of greeting, sharing, activity, news and announcements. The principal and chapter chairperson at each school shall mutually agree on the determination of how the 20 minutes are scheduled into the school day. The Freshman Seminar period can be used for classroom meetings.*
- B. *All CM instructors will attend two days (12 hours) of mandatory Professional Development to learn best practices of CM facilitation. The training will take place during the school day, or through Voluntary Professional Development Hours.*

Section 2123. Mediation and Anti-Bullying Programs

Following the passage of a levy, ~~the District agrees to implement a Mediation Program and an Anti-Bullying Program no later than the beginning of the following school year.~~ The programs shall consist of the following:

A. The Principal and UCC at each school shall, by written mutual agreement on or before June 1st of each school year, select one (1) CTU bargaining unit member as a Mediation Counselor *and one (1) CTU bargaining unit member as an Anti-Bullying Coordinator*. Each Mediation Counselor *and Anti-Bullying Coordinator* will be paid a differential as set forth in Appendix A to deal with mediation *and anti-bullying* 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. *The Anti-Bullying Coordinator shall receive Anti-Bullying Training from the Center For Conflict Resolution, or equivalent institution, at District expense.*

C. Concurrent with the training, each Mediation Counselor shall arrange for mediation training of no less than twenty-five (25) students *jointly selected by the Mediation Counselor and the Principal of his/her choice in the 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. *Each Anti-Bullying Coordinator shall arrange all anti-bullying programs and initiatives within the school setting with the goal to decrease the prevalence of bullying within the school.*

D. ~~The District and the Union shall set up the Mediation-HumanWare/SEL Committee to~~ *shall* monitor all mediation *and anti-bullying* efforts in the District, coordinate interschool events and, in general, assist in the development of a comprehensive mediation *and anti-bullying* programs 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 24 Student Advisory Committee

Student Advisory Committees will be established in each high school. The HumanWare Executive Committee will give guidelines to buildings on the composition of the committees and the process for selecting committee members. The process for selecting committee members will be open to all high school students. The Principal and Chapter Chairperson shall determine which students will comprise the committee. This committee shall make regular recommendations (at least twice a year) regarding strategies to improve teaching and learning at the school. These recommendations shall

be given to the CEO, HumanWare Executive Committee, Principal and Chapter Chairperson.

Section 2225 Student Involvement with Drugs

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

Section 2326 Security Guards

The District shall ensure there is at least one (1) armed security officer assigned to each of the District's comprehensive high schools and other schools as identified by the CEO.

Section 2427 Student Reassignment

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

Section 25.2528 Possession of Guns, Knives or Explosives

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

Section 2629 Stealing/Vandalizing Employee Motor Vehicle

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

Section 2730. In-School-Alternative/Suspension-Planning Center Intervention Program

~~Beginning with the 2010-2011 school year, Planning Centers will be implemented. The Planning Center (PC), will provide support and intervention for students, teachers and families. Prior to the first day of school the CEO and CTU President will mutually agree to PC implementation from the recommendations of the HumanWare Committee report.~~

Every school shall have a Planning Center *to provide support and intervention for students, teachers and families*. Residential and alternative education programs shall not qualify for a Planning Center. Unless agreed to by CMSD and CTU, school buildings that hold more than one educational program or small-school will receive only one Planning Center. Each Planning Center will be staffed by a Planning Center Instructional Aide (PCIA).

A bargaining unit member on the recall list may apply for this position as a PCIA. If this bargaining unit member is a teacher who is recalled during the school year, the teacher must remain in the PCIA position, at the instructional aide salary and benefits, for the remainder of the school year. The recalled teacher will retain her/his position on the recall list.

Professional Development will be provided for PCIAs during the first two days of school with students. *PCIAs will attend monthly professional development seminars coordinated by the HumanWare Executive Committee and the CTU. The District shall provide a substitute paraprofessional, or classroom coverage compensation for teachers, or additional release time for paraprofessionals, for each school during the monthly seminars.* The PC will be operational beginning with the first full week of school, defined as the first week where school is open for student instruction Monday through Friday of that week.

The PCIA Executive Committee is made up of ten (10) PCIAs, which will apply and be mutually selected by the Executive Director of HumanWare and the CTU Paraprofessional Chapter Chairperson. This committee will plan monthly Professional Development sessions, and will work with the Executive Director of HumanWare and the CTU to promote and sustain successful implementation of Planning Centers. The PCIA Executive Committee will serve as mentors to PCIAs in need of assistance. The Executive Director of HumanWare and CTU Paraprofessional Chapter Chairperson can arrange for these PCIAs to work directly with those in need of assistance. Substitute coverage will be provided for the Planning Center for any identified days. If travel is required between buildings on these days, mileage will be provided to the PCIA.

The PCIA positions will be posted and interviewed. PCIAs in these positions will be provided with professional development on the program's procedures and instructional content.

The school support personnel employee (psychologist, nurse, or guidance counselor) assigned to the SST by the District shall meet with the Planning Center Instructional Aide (PCIA) weekly for a period of forty-five to sixty minutes to discuss student support and interventions. The day and time of the weekly meeting shall be mutually agreed upon by the principal, school support personnel employee and the PCIA. If the meeting occurs before or after the teacher work day, the school support personnel employee will be paid at the in-service instructor rate for the meetings. Any part of an hour will be considered an hour.

The principal shall submit a roster of the team members and meeting schedule to the HumanWare Executive Committee no later than fourteen days from the beginning of the school year.

The principal and PCIA shall mutually agree to a schedule which includes a duty-free lunch, two personal needs times of fifteen minutes each, and a forty-five minute planning period.

This planning period shall be scheduled before or after school to record office referral information into the electronic system and to conduct all Planning Center activities.

Planning Centers servicing students in grades K-8 shall not service more than fifteen students within a single class period. Planning Centers servicing grades 9-12 shall not service more than twenty students during any single class period.

Each Planning Center shall have a floor plan conducive to de-escalation and completion of assigned work.

Section 2831 Resolution of Grievances Arising under this Article

[MOVED TO SECTIONS 10&11]~~*Copies of all teacher assault or menacing incident reports shall be forwarded to the President of the CTU on a monthly basis by the Office of Safety and Security*~~

A.. The CTU and CMSD agree that the implementation of student discipline shall comply with federal and state law. Whenever possible, this Article shall be implemented consistent with federal and state law. If the District believes that this Article cannot be implemented consistent with federal or state law, the District shall notify the CTU in writing of the specific inconsistency and the parties shall attempt to resolve the inconsistency. If the parties are not able to reach an agreement, the matter shall be referred to expedited arbitration, as outlined in Section C below.

AB 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.

BC. 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 18: Professional Conduct and Procedural Protection

Article 19: Lay-offs and Recalls for Teachers

Article 22: Subcontracting

Article 23: Working Conditions for Special Groups – Certified Personnel

Article 24: Working Conditions for Special Groups Non-certificated Personnel

Article 28: Paid Holidays

Article 29: Employee Benefits

Article 30: Wages

Appendix ___ : MOU, Development and Implementation of the Cleveland Differentiated Compensation System (CDCS)

Differentiated Compensation Salary 2013-14

Key

Normal font = Current contract language

Italics = New contract language

Bold & underline = State law

ARTICLE 18

~~TEACHER TRANSFER POLICIES AND PROCEDURES~~

~~PROFESSIONAL CONDUCT AND PROCEDURAL PROTECTION~~

~~[WAS ART 18, SECTION 7 & 6, RESPECTIVELY]~~

~~[FORMER SECTIONS 1-4 HAVE BEEN MOVED TO ARTICLE 12]~~

Section 71. Professional Conduct

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

A. The District shall have the right to discipline, suspend without pay for a definite period of time, or terminate an employee for good and just cause.

B. For purposes of contract terminations of teachers, good and just cause shall include receiving a composite evaluation rating of ineffective under section 3311.80 of the Revised Code for two consecutive years.

~~BC. 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.~~

D. If an administrator suspects an employee has engaged in misconduct, the administrator shall conduct a preliminary investigation. The employee will be informed of his or her alleged misconduct. 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, then the principal may issue a written reprimand or may proceed to a fact-finding hearing. The preliminary investigation and action, if any, shall be completed within ten (10) work days of the time the administrator learned of the alleged misconduct. This time period may be extended by mutual agreement between the administrator and CTU.

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

F. If an administrator determines, after a preliminary investigation, that a teacher-~~an employee~~ may have engaged in conduct that could lead to a recommendation for termination or disciplinary suspension without pay, the employee shall be entitled to a fact-finding hearing to determine if termination or disciplinary suspension without pay is warranted. The hearing shall be held before an administrator designated by the chief executive officer. Prior to the hearing, the administrator designated by the chief executive officer shall provide the teacher-~~employee~~ with written notice of the allegations and of the right to request representation by the teacher's labor organization-CTU, and copies of any written evidence related to the allegations. The hearing shall be held within a reasonable period of time following the teacher's ~~employee's~~ receipt of the written notice of the allegations. The teacher-~~employee~~ may have a representative of the teacher's labor organization-CTU present at the hearing. During the hearing, the teacher-~~employee~~ shall be

given a meaningful opportunity to respond to the allegations, including the opportunity to submit additional evidence. Not later than ten business days after the hearing, the administrator designated by the chief executive officer shall notify the teacher-employee in writing of the administrator's recommendation for discipline and the rationale for the recommendation, and shall provide a copy of the notification to the chief executive officer.

G. If the administrator designated by the chief executive officer recommends to the chief executive officer that the teacher-employee be terminated or placed on disciplinary suspension without pay, the chief executive officer shall review the evidence and determine whether termination or disciplinary suspension without pay is warranted. The chief executive officer shall make a recommendation regarding discipline at the next scheduled meeting of the board. The board may adopt or modify the chief executive officer's recommendation, except that the board shall not increase the recommended discipline. The board shall notify the teacher-employee of any action taken by the board on the chief executive officer's recommendation. Any termination or disciplinary suspension without pay imposed by the board shall take effect immediately.

H. ~~A teacher~~An employee who is terminated or placed on disciplinary suspension without pay under this section may appeal the board's action in accordance with the grievance procedures specified in any applicable collective bargaining agreement in this Agreement. The failure of the board, chief executive officer, or administrator designated by the chief executive officer to strictly comply with any procedures established by this section or applicable collective bargaining agreement shall not be cause for an arbitrator to overturn the termination or disciplinary suspension without pay, unless the arbitrator finds that the failure resulted in substantive harm to the teacher-employee.

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

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

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

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

- ~~1. Written notice of the charges at least five (5) working days prior to the scheduled pre-disciplinary hearing;~~
- ~~2. The right to request Union representation;~~
- ~~3. A copy of all evidence in the District's possession related to the charges;~~
- ~~4. A meaningful opportunity to respond to charges, which may include the presentation of other evidence;~~
- ~~5. A written decision with rationale from the hearing officer within ten (10) working days of the pre-disciplinary hearing.~~

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

~~G.J. 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.~~

K. The only individuals present at a disciplinary hearing should be the CTU bargaining unit member, his/her CTU representative, the supervisor, and the administrator conducting the hearing if different from the supervisor. In addition, individuals having directly witnessed an alleged event or having relevant expertise may be called as witnesses. When it is agreed by the CTU bargaining unit member and the administrator conducting the hearing, the parent(s)/guardian(s) of an involved student may also be present.

Section 62. Procedural Protections.

[MODIFIED INTO A BELOW] ~~A. The District agrees to implement the following procedure when it becomes necessary to reassign an employee pending an investigation of alleged misconduct.~~

~~1. B. 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~~

Academic 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 Academic Superintendent;

A. Emergency removal and reassignment of an employee is warranted when circumstances are such that the employee is in clear and imminent danger, the District believes s/he poses a clear and imminent danger to others, or circumstances exist in which the best interests of the District, employee, or student would be served.

3 B. Before such removal and reassignment occurs, the employee shall meet with the immediate supervisor or Academic Superintendent Principal, be informed of the specific allegations being investigated, and have the opportunity to respond to the allegations. If the immediate supervisor or Academic Superintendent Principal finds sufficient cause, the appropriate Academic Superintendent (only) or the CEO (only) may authorize such an emergency removal and reassignment. shall be informed and reassignment shall be requested. Before the end of the next school day, the immediate supervisor or Academic Superintendent Principal shall submit a written notice of the allegations alleged charges to the employee;

[MODIFIED FROM A ABOVE] C. An Academic Superintendent (only) or the CEO (only) shall authorize an emergency removal and reassignment. If the member or the CTU believes that the emergency removal and reassignment was not necessary, the CTU may submit a grievance alleging the emergency removal and reassignment 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 Academic Superintendent;

4-D. The appropriate Academic Superintendent or other mutually agreed upon hearing officer shall convene a fact-finding hearing within five (5) school days after the employee has been removed and reassigned. Employees shall be entitled to due process protections during the fact finding proceedings, which at a minimum shall include written notice of the allegations charges, the right to request representation by the CTU, and copies of any written evidence related to the allegations charges. The employee may have a representative of the CTU present at the hearing. During the hearing, the employee shall be given a meaningful opportunity to respond to the allegations, including the opportunity to submit additional evidence.

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

6.E. 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.F.~~ The timelines delineated above may be extended by written mutual agreement of the parties.

~~B.G.~~ . If the alleged misconduct also is the subject of a criminal investigation, charges, then the proceedings described above shall be held in abeyance after the Academic 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.H.~~ 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.I.~~ 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.

J. An employee's status in procedural protection shall be reviewed at a minimum every thirty (30) calendar days.

~~I.~~ **Section 3.** This Article shall not supersede Article 20, Section 1(C) and Section 2(B-C) regarding absence and tardiness/early departure abuse.

ARTICLE 19, LAY-OFFS AND RECALLS FOR TEACHERS

Section 1. Lay-off Guidelines. No employee shall be laid off until after all normal attrition has been effectuated. When lay-offs became necessary, ~~including reduction of staff~~ for the reasons set forth in R.C. 3311.83(A), ~~3319.17~~, the following procedures will be followed:

A. The District will provide *all* certificated/licensed District personnel (*hereafter "teachers"*) with thirty (30) school days' notice of lay-offs; provide, 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. *A probationary teacher is defined for layoff/recall purposes as a teacher new to a teaching position in the District who has not had the opportunity to complete a full evaluation cycle which includes a composite evaluation and, for classroom teachers, student growth measures.*

B. *Layoffs that take effect for classroom teachers during the 2013-14 school year will be governed by Appendix _____. Layoffs that take effect for Related Service Providers ("RSPs") (i.e. non-classroom professionals including psychologists, guidance counselors, media specialist, school nurses, OTs, PTs, SLPs, etc.) during the 2013-14 and 2014-15 school years (unless otherwise modified by Article ___, Section 2 (J), Evaluations), will also be governed by Appendix _____.*

For any layoffs that do not take effect under Appendix _____, shall be governed by the following.
All teachers (classroom and RSPs) will be laid-off within the area of certification/licensure, in the following order:

1. Temporary and/or substitute teachers;
- 2. Teachers on limited or extended limited contracts with a composite evaluation rating of ineffective;**
- 3. Teachers on continuing contracts with a composite evaluation of ineffective;**
4. *Probationary Teachers;*
- 5. Teachers on limited or extended limited contracts with a composite evaluation rating of developing;**
- 6. Teachers on continuing contracts with a composite evaluation of developing;**
- 7. Teachers on limited or extended limited contracts with a composite evaluation rating of proficient;**
- 8. Teachers on continuing contracts with a composite evaluation of proficient;**

9. Teachers on limited or extended limited contracts with a composite evaluation rating of accomplished;

10. Teachers on continuing contracts with a composite evaluation of accomplished.

Category assignments will be based on the most current composite evaluation rating as reflected on the layoff list in effect as of the date of the layoff notice to the affected teachers unless modified by Section 2(B) below.

C. Within each of the above categories, teachers shall be listed by system seniority. Where 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. Teachers within any category shall be laid off by inverse system seniority, subject to Section D below.

D. By May 1 of each school year, a committee composed of three members appointed by the CEO and three members appointed by the CTU President shall make recommendations to the CEO and CTU President identifying which areas of specialized training and experience should be factored into reductions in force and how that specialized training and experience will impact layoff determinations that would otherwise be driven by composite evaluations and seniority per B above. Once these factors are determined, the teachers with the identified specialized training and experience who are in categories 4 through 10 will be denoted on the layoff list. No later than June 1 of each school year, the CEO and the CTU President shall act on the recommendations of the committee and establish in writing how areas of specialized training and experience and the composite evaluations of those identified will be factored into any reductions in force for that school year. In the event they cannot agree, the disputed recommendation(s) will be addressed by a neutral arbitrator pursuant to the expedited arbitration rules of AAA.

E. For the purposes of layoff, no later than August 1 of each year, the District shall establish the potential layoff order based upon Sections B through D above. The established list shall be in effect for any layoff from August 1 through July 31 of the following school year. The CTU President and CEO shall have the right to mutually agree to change this timeline.

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

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

Section 2. Recall Guidelines.

A. *The teachers whose contracts are suspended by the board pursuant to this section Article shall have the right of restoration by the board if and when teaching positions become vacant or are created, for which the teachers are or become qualified within **three years** after the date of the suspension of contract. The board shall rehire teachers in the affected area of licensure starting with teachers in category B10 above and shall proceed sequentially through teachers in category B2 above, until all vacant positions have been filled. No teacher whose contract has been suspended pursuant to this section shall lose the right of restoration by reason of having declined recall to a position that is less than full-time, or if the teacher was not employed full-time just prior to suspension of the teacher's continuing contract, to a position requiring a lesser percentage of full-time employment than the position the teacher last held while employed in the district.*

AB. 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. *Category assignments will be based on the most current composite evaluation rating as reflected on the recall list in effect as of the date of the recall of the affected teachers.* 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.

BC. Employees who are laid-off shall be placed on a recall list for all teaching areas for which they hold certification/licensure at the time of lay-off. *Any specialized training or experience will also be denoted and incorporated into recall decisions per Section 1(D), above.* Teachers who acquire additional certification/licensure *or specialized training or experience* after lay-off also shall be placed on the recall list for those teaching areas *and with any specialized training or experience denoted.* ~~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 layoff.~~ A bargaining unit member on the recall list shall be responsible for notifying Human Resources of a change of home address and phone number. Failure to do so constitutes a waiver of recall. *The recall list shall also designate the date of layoff.*

~~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.~~
[ADDRESSED IN A ABOVE]

D. An employee who is offered such a vacancy, in writing, and refuses to accept that position shall be removed from the recall list, except as provided in Section E below. The District will not fill any position with a new hire while a recall list for that teaching area is in effect except as provided in Section E below. All day-to-day substitute or temporary employees shall be hired from the recall list for the teaching area in which employees are needed, if such a recall list exists. However, the employees who wish to be on the day-to-day substitute or temporary help list must inform the District of that in writing at the time their lay-off becomes effective. The District will offer each employee the appropriate request form to be placed on that list prior to the last day of work of that laid-off employee. Laid-off employees shall be offered such a request form.

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

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

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

Section 3. Insurance or Health Plan Coverage While on Lay-off

During the period an employee is on the recall list, that employee may continue his/her insurance, or health plan coverage, by payment of the appropriate premiums in a manner specified by the District.

Section 4. Classification Switch

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

APPENDIX []

During the transition period in which the District is fully implementing its TDES evaluation system and gathering relevant student growth data, the procedure for layoffs that take effect during the 2013-14 school year and procedure for recall of classroom teachers laid off pursuant to this Appendix [] and layoffs of RSPs that take effect during the 2013-14 and 2014-15 school years will be governed as follows:

A. All teachers (defined as classroom teachers and RSPs) will be laid off within the area of certification/licensure in the following order:

- 1. Those teachers on limited or extended limited contracts who were removed from the TDES evaluation process for the 2012-13 school year due to performance issues and who demonstrated unsatisfactory performance as of the conclusion of the 2012-13 evaluation cycle;*
- 2. Those teachers on continuing contracts who were removed from the TDES evaluation process for the 2012-13 school year due to performance issues and who demonstrated unsatisfactory performance as of the conclusion of the 2012-13 evaluation cycle;*
- 3. Probationary teachers*
- 4. Those teachers on limited or extended limited contracts who were removed from the TDES evaluation process for the 2012-13 school year due to performance issues and who demonstrated satisfactory performance as of the conclusion of the 2012-13 evaluation cycle;*
- 5. Those teachers on continuing contracts who were removed from the TDES evaluation process for the 2012-13 school year due to performance issues and who demonstrated satisfactory performance as of the conclusion of the 2012-13 evaluation cycle;*
- 6. Those teachers on limited or extended limited contracts who were evaluated under the TDES system;*
- 7. Those teachers on continuing contracts who were evaluated under the TDES system.*

B. Within each of the above categories, teachers shall be listed by system seniority. Where two teachers share identical seniority positions because of the same effective date of employment, the tie breaking procedure set forth in [Article __, Section __], Seniority Tie-Breaker, will be used. Teachers within any category shall be laid off by inverse system seniority, subject to Section D below.

C. By September 15, 2013 a committee composed of three members appointed by the CEO and three members appointed by the CTU President shall make recommendations to the CEO and CTU President identifying which areas of specialized training and experience should be

factored into reductions in force per Article [] Section 1(D). Once these are determined, the teachers with the identified specialized training and experience who are in categories 3 through 7 will be denoted on the layoff list. By September 30, 2013, the CEO and the CTU President shall act on the committee's recommendations and establish in writing how areas of specialized training and experience and the composite evaluations of those identified will be factored into any reductions in force for that school year. This same process and timeline will be followed for RSPs in September of 2014.

D. The teachers whose contracts are suspended by the board pursuant to this Appendix shall have the right of restoration by the board if and when teaching positions become vacant or are created, for which the teachers are or become qualified within three years after the date of the suspension of contract. The board shall rehire teachers in the affected area of licensure starting with teachers in category 7 above and shall proceed sequentially through teachers in category 1 above until all vacant positions have been filled, subject to any preference due to specialized training and experience per paragraph B, above. No teacher whose contract has been suspended pursuant to this section shall lose the right of restoration by reason of having declined recall to a position that is less than full-time, or if the teacher was not employed full-time just prior to suspension of the teacher's continuing contract, to a position requiring a lesser percentage of full-time employment than the position the teacher last held while employed in the district.

Except as otherwise specifically addressed in this Appendix, all other provisions of Article [] apply to layoffs and recalls that take effect during the 2013-14 school year, and 2014-15 school year for RSPs.

ARTICLE 22

SUBCONTRACTING

A. 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.

[MOVED FROM ARTICLE 12] Section 5-B. Purchased Learning Programs.

The District and CTU agree as follows:

1. Vacancies in purchased learning programs first will be posted and filled with bargaining unit members in accordance with Article 12. However, the District will not remove a certificated/licensed teacher (non-substitute, including those certificated/licensed under R.C. 3319.26) from a regular classroom assignment to fill the new program vacancy if a certificated/licensed teacher (non-substitute, including those certificated/licensed under R.C. 3319.26) is not available to fill the regular classroom assignment which would be left by the teacher assuming the purchased program position. In the event a regular classroom teacher is not available to fill the classroom assignment which would be vacated by a teacher assuming a purchased program position, or if there are insufficient applicants, the purchased program positions may be filled by substitutes.
2. The qualifications and requirements for such positions shall be included in the posting and shall be consistent with this Agreement unless the District and CTU have engaged in bargaining and agree to any material differences/changes. By accepting such appointment, the individual agrees to follow the work day and perform the duties associated with the position in the new program.

ARTICLE 23
WORKING CONDITIONS FOR SPECIAL GROUPS —CERTIFICATED PERSONNEL

[maintain language in sections 1, 2, 4, 6, 7, 9-23]

Section 3. School Nurses

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:

6. ~~Submit the school nurse evaluation form agreed to by JANC to LMC for consideration.~~ [This language is replaced with the TDES Article.]

Section 5. School Psychologists

- 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.~~ [This language is replaced with the TDES Article.]

Section 8. Guidance Counselors

- 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.~~ [This language is replaced with the TDES Article.]

ARTICLE 24
WORKING CONDITIONS FOR SPECIAL
GROUPS NON-CERTIFICATED PERSONNEL

Non-certificated personnel are all paraprofessionals ~~and driver training roadwork instructors~~ **[MOVED TO APPENDIX D INACTIVE CLASSIFICATIONS]**

Section 1. Paraprofessionals

A. Definition. Paraprofessionals are classified employees who are trained to provide assistance to a teacher or administrator in carrying out program objectives, program related clerical duties, student supervision and classroom control. The term "paraprofessionals" excludes social workers and sign language/educational interpreters and includes the following classifications:

1. ~~Instructional~~English Language Learners (ELL) 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 ~~where English is their second language~~ (e.g., bilingual education ~~Alternative to Suspension Program, etc.~~).
2. Instructional Assistant. Employees who are trained to provide assistance in specific programs. The objectives of the Instructional Assistant are program-based and state standard driven (e.g., Special Education: ~~learning disability, multi-handicapped, hearing impaired, etc.~~ *support for students identified with disabilities being served under individual education plans (IEPs).*

Immediately prior to an Instructional Assistant's initial assignment or when there is a change in assignment of disability category (i.e. move from MH to ED or OH), the Instructional Assistant will job shadow for two days with an Instructional Assistant who is assigned to a classroom with the same responsibilities and job duties as the new Instructional Assistant's classroom. Recommendations for job shadow opportunities will be through collaboration between the special education department and Human Resources. Human Resources will notify principals when the job shadow is taking place. **[MOVED FROM SECTION C BELOW]**

3. ~~Instructional Technician~~ **[MOVED TO APP. D, INACTIVE CLASSIFICATIONS]**
- 4-3. Educational Aide. Employees who are trained to provide assistance in the implementation of broad educational programs, ~~(e.g., affirmative reading, etc.)~~ *and 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.*

5-10 ~~Building Administrator Aide, Day Care Technician, Parent Technician, School Staff Aide, Camp Aide~~

[MOVED TO APP. D, INACTIVE CLASSIFICATION]

4. ~~Parent Educational Mentor Aide (Counselor).~~ Employees who serve as liaisons between *parents and the District 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).
5. ~~Planning Center Instructional Aide (PCIA).~~ *Employees who assist, support, and supervise students assigned to the Planning Center consistent with Article 15. 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.*
116. ~~Attendance Workers Liaisons.~~ *-Employees who assist with identifying and addressing the needs of students who are frequently absent or tardy.*
 - a. ~~Attendance workers liaisons~~ are not required to transport pupils or student teachers in private conveyances staff.
 - 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 condition 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. A committee of attendance liaisons, their Union representative and the Supervisor of Attendance will meet on a regularly scheduled basis to address their concerns relative to tasks related to their working conditions and responsibilities.~~
 - c. **[ADDRESSED IN SECTION 1N]**~~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.~~ C. Paraprofessionals shall be subject to a sixty (60) day probationary employment period beginning with their initial date of employment. ~~Immediately prior to an instructional assistant's initial assignment or when there is a change in assignment of disability category (i.e. move from MH to ED or OH), the instructional assistant will job shadow for two days with an instructional assistant who is assigned to a unit with the same responsibilities and job duties as the new instructional assistant's unit. Recommendations for job shadow opportunities will be through collaboration between the special education department and Human Resources. Human Resources will notify principals when the job shadow is taking place.~~ **[MOVED TO SECTION A2 ABOVE]** Paraprofessionals may be dismissed at any time during their probationary period and such dismissal shall not be subject to evaluation procedures. Any such dismissal shall not be appealable or subject to the grievance procedure.

~~D.~~ Procedure for Discharge of Paraprofessionals **[DISCIPLINE OF PARAPROFESSIONALS IS ADDRESSED IN ARTICLE ____.]**

~~ED.~~ Paraprofessionals shall have the same rights concerning their files as teachers have for their Human Resources files.

~~F.~~ **[MOVED TO SECTION G] [DISCIPLINE OF PARAPROFESSIONALS IS ADDRESSED IN ARTICLE ____.]**

~~GE.~~ Seniority for paraprofessionals shall be the number of consecutive years of employment within the classification in the District. In computing paraprofessional's seniority, the following shall be adhered to:

1. Military service in time of national emergency, or call to active duty in the armed services, shall be credited as full time in determining seniority when the paraprofessional's service is interrupted.
2. In the event of a leave of absence, the paraprofessionals shall retain the seniority acquired at the time of taking leave, and the leave of absence shall not constitute a break in continuous employment.
3. Paraprofessionals who resign their positions and are later re-employed shall lose that seniority acquired before resignation except where reemployed for the school year consecutive to that of the resignation.
4. Upon return to the District, a paraprofessional who has resigned shall be granted salary credit for up to seven (7) years actual experience in the District.

~~HF.~~ 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~~ English Language Learners (ELL) ~~Instructional~~

Aides. *ELLs* 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.

G. Paraprofessionals are assured employment for the school year in which they are employed, but not necessarily at the same job site **[MOVED FROM SECTION F]** Every month a list of paraprofessional open positions shall be sent to each building, to the CTU office and shall be posted outside Human Resources. The list shall show the building and the classification of disability category including the grade span. Paraprofessionals shall have the same opportunity for ~~voluntary~~ Open Positions, and for Necessary and Special Transfer rights as teachers in Article 12., recognizing that special transfers shall be effected only after a conference among the paraprofessional, the principal, the assistant superintendent, the President of the CTU or his/her designee and the Executive Director of Special Education (if applicable).

~~J. [Open positions addressed in G above] 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. 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.~~

KH. Full-time paraprofessionals shall work seven and three-fourths (7 and 3/4) hours per day, excluding lunch (38 and 3/4 hours per week). A minimum of thirty (30) minutes uninterrupted unpaid time shall be provided each day for lunch for all full-time paraprofessionals.

LI. Paraprofessionals shall not be used to perform work normally performed by regular office clerical staff, lunch aides, custodial staff or security guards.

MJ. The District shall make a good faith effort to identify and employ substitutes for paraprofessionals. Substitutes for paraprofessionals shall be made available when mandated by law. Paraprofessional substitutes shall be eligible for health care benefits as stated Article 29, Section 1 (D).

NK. 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.

OL. Educational Aides.

1. Educational Aides, assigned within a secondary school pupil-teacher ratio, should have a portion of their assigned time to work with teachers in each

department of the school. Emphasis should be placed on assigning Educational Aide time to those departments having unique problems not common to all departments in the school. Educational Aides shall not be used as office clerical staff, custodial staff or security guards.

2. Educational Aides may not be used in place of classroom teachers (Ohio Revised Code 3319.088).
3. If the number of summer school applicants exceeds the number of summer school positions within specific programs, summer assignments shall be made within programs by seniority on the following basis:
 - a. Building — First consideration is given to Educational Aides assigned to the program in the building where a particular program is being offered for the summer;
 - b. System — If there are no Educational Aides assigned to a program at a building where a summer program is offered, then the most senior Educational Aides assigned to that program outside of the building who have applied for summer positions shall be selected.

PM. Paraprofessional Personal Needs. Paraprofessionals shall be provided reasonable opportunities to attend to personal needs during the course of the working day.

ON. 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*).

RO. 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.

SP. Supplies. Disposable gloves, masks, disinfectant soap and other related materials shall be made available in all facilities in which paraprofessionals toilet students.

FQ. Collaboration Training. If grant funds are obtained for this purpose, or funds are identified in a school's approved AAP for this purpose, the District shall institute teacher-paraprofessional training in collaboration when a teacher or a paraprofessional do not have previous collaboration experience. This training will be coordinated by written mutual agreement between the administration and the Paraprofessional UCC.

UR. Lifting Training. Paraprofessionals whose job postings require lifting students shall receive appropriate training in techniques for lifting and assisting students in moving.

WS. 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~~ [INACTIVE - moved to appendix D]
*Section 2: Voluntary Professional Development for Paraprofessionals and Sign Language/Educational Interpreters***

There are three voluntary professional development days for paraprofessionals and sign language/educational interpreters. The first day will be contiguous with the first day of the school year and the remaining two voluntary professional development days will be scheduled by individual school buildings as determined by written mutual agreement, between the Principal and the UCC. As an example, these days may be scheduled on Saturdays, evenings or during the summer. These three voluntary professional days shall be paid at the participants' daily rate. When paraprofessionals and sign language/educational interpreters move to a differentiated compensation system, these voluntary professional development days shall be rolled into the differentiated compensation system.

**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
- 14) *Driver Training Roadwork Instructor*
- 15) *Instructional Technicians*
- 16) *Building Administrator's Aide*
- 17) *Day Care Technicians*
- 18) *Parent Technicians*
- 19) *School Staff Aide*

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. [holidays will be rolled into salary for all bargaining unit members with the implementation of the differentiated compensation system].~~

Section 2. — Summer School.

~~July 4 will be a paid holiday for bargaining unit members employed for summer school. [moved to article 30, section 5d]~~

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 (including prescription drug) 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 health insurance (including prescription drug) coverage on the same terms and conditions as full-time employees.

C. Employees Holding Two or More Positions. When an employee holds two (2) or more positions the determination of regular status is based on each separate assignment and not on a combined basis.

D. Substitute Health Care Benefits. A substitute will be eligible to purchase health care benefits from the District after five (5) consecutive days in the same assignment. After 60 consecutive days in the same assignment he/she is entitled to full employee benefits. For health care purposes the substitute is eligible to enroll for health care benefits on the sixty-first (61) day in the assignment. He or she must enroll within thirty (30) days of becoming eligible for health care. Coverage is effective on the first of the month following the thirty (30) day enrollment period. A substitute may obtain health care coverage over the summer by assuming the cost of such coverage at the District's COBRA rate. (Article 23, Section 10.)

E. Working Spouse Insurance Coverage

1. ~~Effective January 1, 2011 and~~ except as provided in Sections 7 and 8 below, if a bargaining unit member enrolls his/her spouse in the District's health insurance program and that spouse is eligible to participate (either as a current employee or retiree) in group health insurance sponsored by his/her employer or retirement plan, the bargaining unit member shall pay a contribution of \$5075.00 per month in addition to the employee monthly contribution for family coverage set forth in Section 2, below.

2. Upon the spouse's enrollment in his/her employer's healthcare plan or retirement plan, that plan will provide primary coverage for the spouse and the District's plan will provide secondary coverage so long as the bargaining unit member is enrolled in the District family coverage, and the amount set forth in sub-section E.1. above shall not apply.

3. During the open enrollment period, every bargaining unit member who has family coverage which includes a spouse who participates in the District's group health insurance coverage and/or prescription drug insurance coverage shall complete and submit to the District a written declaration verifying whether his/her spouse is eligible to and shall participate in group health insurance coverage and/or prescription drug

insurance coverage sponsored by the spouse's employer or retirement plan provider, effective not later than January 1, 2011.

4. Any bargaining unit member whose spouse becomes eligible for any employer/retirement plan sponsored group health insurance coverage after the open enrollment period shall notify the District within thirty days.

5. If a member submits false information about his/her spouse or fails to timely notify the District of a change in the spouse's eligibility for employer or retirement plan sponsored group health and/or prescription drug insurance coverage, the member may be subject to disciplinary action up to and including termination. In addition, the bargaining unit member shall be personally liable to the District for reimbursement of the costs of benefits and expenses. The bargaining unit member's spouse shall also be immediately terminated from the District's group health insurance and/or prescription drug insurance coverage. Any action taken pursuant to this section shall be subject to Articles 6 and 18.

6. Any spouse who fails to enroll in any group insurance coverage sponsored by his/her employer or retirement plan provider (unless the bargaining unit member enrolls the spouse in the District's plan and pays the \$5075.00 monthly contribution as set for above), as otherwise required by this section, shall be ineligible for benefits under the group health care/prescription drug insurance coverage sponsored by the District.

7. Any bargaining unit member whose spouse is a retired CMSD employee with at least 10 years of full-time service with CMSD and whose spouse is eligible for STRS or SERS health care and/or prescription benefits may elect to cover the spouse as primary. The retired spouse does not have to enroll in the STRS or the SERS health care and/or prescription plan. However, if the retired spouse should become employed, and such employer offers group healthcare insurance, then that spouse and District employee are required to comply with Sub-sections 1 through 6 above.

Section 2. Medical Insurance.

A. Subject to the limitations of Section 1 and Section 2(E), during the enrollment period each year (November), each eligible employee, may elect either single or family coverage from one of the following health care provider plans: Aetna, Kaiser Permanente HMO, ~~Medical Mutual SuperMed Select~~ or Medical Mutual SuperMed Plus. The level of health insurance, prescription drug insurance, dental, and vision coverage provided, or in the case of self-insurance, under the self-insurance program, will be the same as provided on June 30, 2010, unless as otherwise set forth in Appendix T. All pre-existing conditions will be covered unless currently restricted by HIPAA guidelines.

Employees who enroll in either single or family coverage will pay the following employee contributions for Aetna, Kaiser and MMO SuperMed Plus PPO effective August-January 1, 2014: an amount equal to ten percent (10%) of the monthly premium, subject to the following monthly caps: (i) for single coverage - \$75.00; and (ii) for family coverage - \$170.00.

| Provider | Single Coverage | Family Coverage |
|-------------------------|-----------------|-----------------|
| Aetna | \$40.00 | \$75.00 |
| Kaiser | \$40.00 | \$75.00 |
| MMO SuperMed Plus PPO | \$40.00 | \$75.00 |
| MMO SuperMed Select POS | \$40.00 | \$75.00 |

All employee contributions are made by payroll deduction.

The following coverage shall be maintained:

Effective September 1, 2010, the following changes to substantive coverages shall be implemented:

1. Preventive care: 100% covered for all services and frequencies per specified age/gender guidelines, and where no specific frequency/age/gender guidelines, then as determined by the doctor as to whether or not the service is preventative, in which case it shall be covered 100% by the District.

- a. Women's Health
 - i. Mammogram
 - ii. Pap Test
 - iii. Bone mineral density test (age 60 and over).
 - iv. HPV (ages 11-26)
- b. Men's Health
 - i. Prostate Specific Antigen and digital rectal exam
 - ii. Abdominal Aortic Aneurysm (age 65 and over)
- c. General
 - i. Fecal occult blood test (annual)
 - ii. Flexible Sigmoidoscopy (every 5 years)
 - iii. Colonoscopy (every ten years)
 - iv. Diabetes Fasting glucose (sugar)
 - v. Cholesterol (every 5 years)

2. ~~Modifications to Kaiser coverage only:~~

- a. ~~Modify existing generic/brand coverage from \$5/\$5 retail/mail to \$5/\$10 retail and \$5/\$10 mail for 90 day supply.~~
- b. ~~Increase Emergency Room copayment from \$20 to \$50.~~
- c. ~~Increase Urgent Care copayment from \$0 to \$25.~~

3. ~~Modifications of all healthcare providers coverages:~~

- a. ~~Increase the co-payment to \$25 for specialist office visit.~~

(See Appendix T for level of health care benefits.)

B. Health Care Coverage Stability. With the concurrence of the CTU, the District may drop any health care provider during the term of this Agreement. If the district wishes to add any new providers, the CTU will be involved in the bidding process and the selection of providers.

C. **Self-Insurance.** The District may explore and implement self-insurance for any or all components of its health insurance program including medical, prescription, dental, and vision, provided (a) the level of benefits and services set forth in this agreement or any extensions thereof and the respective Certificates of Coverage are equal to or better than those in effect on September 1, 2010; (b) the disruption analysis of the non- Kaiser network of providers and facilities is less than ten percent; (c) the self-insurance network will include both the University Hospitals Health Systems Network and the Cleveland Clinic Health Systems Network; (d) all pre-existing conditions will be covered unless currently restricted by HIPAA. The CTU will be involved in the development of the self-insurance program. Notwithstanding the above language, Kaiser shall remain as an option through the end of the 2009-2010 school year and shall not be considered as part of the disruption analysis.

D. **Opt-Out Option.** During the enrollment period each year, employees will be provided with the option of declining health insurance coverage for the ensuing year. Such elections are irrevocable until the next annual enrollment period. If the employee declines coverage for the year, he/she shall receive two semi-annual payments of \$250.00. These payments will be made in April and October. If the employee elects to change his/her coverage from family coverage to single (but would otherwise be eligible for continued family-coverage), he/she will receive two semi-annual payments of \$125.00, payable in April and October. Any employee who has opted-out and has any change in spousal coverage may be eligible to re-enroll within the current year of employment provided that the employee returns a pro rata share of the payments received pursuant to this Section.

E. **Durable Medical Equipment.** (Appendix T.)

F. **Hard Audit.** During the open enrollment period, or earlier if the District and the CTU agree, the District shall have the right to conduct a hard audit requiring employees to produce acceptable documentation to establish eligibility for coverage for the employee as well as any claimed dependents and/or spouse. The required documentation may include, but is not limited to, birth certificates, custody decrees, marriage licenses, working spousal coverage, and/or verification of student status. The CTU and the District have agreed that the District will commence a hard audit prior to the November, 2013 open enrollment period. That process will begin with announcements to employees in September, 2013.

Section 3. Prescription Drug Plan. (Appendix T.)

Section 4. Shared Savings. An employee shall be eligible to receive a payment from the District equal to one-half (1/2) of up to \$500 in savings recovered by the District where the savings result from the identification by the employee of errors in his/her hospital/surgical/medical bills.

Section 5. Vision Care. All employees will be covered by a vision care program administered through a provider mutually agreeable to the parties. The District will pay the full cost of this program. The level of vision care benefits shall be the same as provided in the previous Collective

Bargaining Agreement between the District and the CTU as provided by Spectera. (Appendix T.)

Section 6. Dental Plan. (Appendix T.)

Section 7. Blood-Borne Pathogen. The District will follow its blood-borne pathogen exposure control plan when an employee has been involved in an exposure incident.

Section 8. Section 125 Plan.

A. The District shall continue to provide

a "Cafeteria Plan": ~~The existing Plan shall remain in effect through December 31, 2010.~~

Effective January 1, 2011, that Cafeteria Plan will be expanded to which will: (a) allow employees who make employee contributions for health care coverage to elect to do on a pre-tax basis, (b) allow employees to elect to receive additional cash in lieu of Board paid health care coverage (as set forth herein), and (c) allow employees to elect to participate in the dependent care and medical care flexible spending accounts ("FSAs") described in paragraph C below.

B. The Cafeteria Plan will be designed to meet the requirements of Internal Revenue Code ("IRC") Section 125 and applicable regulations. Accordingly, each bargaining unit member will have an opportunity on an annual basis in November to enroll in the Cafeteria Plan. The election to participate may not be revoked during the current plan year unless there is a change in the employee's circumstances that, in accordance with IRC Section 125, permits the employee to change his or her election under the plan (e.g., divorce, death of spouse, change in employment status, a child losing eligibility for coverage, a court order requiring coverage, or other enrollment rights consistent with federal law). Details of the Cafeteria Plan will be provided on an annual basis at the time of enrollment and will also be available through the Human Resources Department.

C. Under the Cafeteria Plan, each employee will be allowed to make a pre-tax "salary reduction" election up to the maximum amount allowable under IRC Section 129 (~~currently \$5,000 per year~~), and receive a corresponding credit under a child care/dependent care FSA. Under the dependent care FSA, reimbursement may be received for dependent care expenses described in IRC Section 129.

D. In addition, each bargaining unit member will be allowed to make a separate pre-tax "salary reduction" election up to ~~a~~ the maximum amount of allowed, but in no amount greater than \$10,000 and receive a corresponding credit under a health care FSA. Under the health care FSA, reimbursement may be received for medical (including dental and vision care) expenses (under IRC Section 213) that are not otherwise reimbursable by the health care plans of the District or of another employee.

E. To comply with the requirement of IRC Section 125, the FSAs will each have a 2-1/2 month grace period during which amounts remaining in the FSAs at the end of each plan year can be expended for permissible benefits. However, at the end of the grace period, any remaining amounts will be forfeited.

F. Employees may also elect (on forms prescribed by the District) to pay up to \$50,000 worth of life insurance per year with before-tax dollars through the District's Cafeteria 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 up to the limits of the policies in effect, but not less than \$150,000.

Section 10. Extended Coverage.

A. Automatic Summer Coverage. Both hospitalization/prescription drug 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 effective September 1, should the employee fail to return to active payroll status at that time. Any payroll deductions being made for health care/prescription drug 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. Health care/prescription drug 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 health care/prescription drug insurance, the inactive employee will have to pay directly to the District the bill that will be received from the District or its designee.
2. In order to continue life insurance coverage the inactive employee must contact the insurance company and arrange for direct billing within thirty-one (31) days from the last day of active payroll status.

C. Resignation and Retirement.

1. Bargaining unit members who resign after June 15th will continue to receive District-paid health care/prescription drug insurance through August 31 (subject to the conditions set forth in Section 2 herein).
2. Bargaining unit members who retire as of July 1st, will continue to receive paid health care/prescription drug insurance through August 31 (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 up to five members appointed by the CEO and up to five members appointed by the CTU President. 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 CTU President regarding any terms and conditions set forth in this Article, including, without limitation:
(1) mandatory re-enrollment; (2) selection of a Pharmacy Benefit Manager and review of that vendor's performance; (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 Subcommittee may want to consider; and (4) such other matters as the Subcommittee may elect to explore. 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 CTU President.

D. The Health Care Subcommittee, no later than thirty (30) calendar days after the mid-term ~~modifications to the collective bargaining agreement have~~ has been ratified by the Union's membership and formally approved by the District's Board, shall meet with all current vendors and explore additional savings, including, without limitation: (i) reviewing with all medical vendors all wellness and disease management programs currently in place that are without additional cost to the District, and mutually agree, which, if any, to pursue; (ii) explore retaining an outside third party wellness provider that will put its entire fee at risk based upon meeting Return on Investment targets (verified by an independent actuary); (iii) review whether restricted formularies or restricted retail networks may be appropriate to implement; and meet with the PBM provider to review and potentially implement by mutual agreement additional programs (step therapy, quantity limitations, mandatory mail order, prior approval protocols); (iv) pursue ~~select and stand alone medical service providers that offer non-acute medical diagnostic~~

procedures, and such other procedures as the Subcommittee deems appropriate, where such providers at lower cost than is performed at a hospital; and (v)(iv) such other initiatives as the parties mutually agree.

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 at the time of travel. 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.

APPENDIX T

[All other charts and coverages to remain the same and updated.]

**Dental Benefit Summary
MetLife Insurance**

| Description | Basic | | Enhanced | |
|---|---------------------------------|-------------------|---------------------------------|-------------------|
| | In-Network | Out-of-Network | In-Network | Out-of-Network |
| Deductible | \$ 25 Individual / \$ 50 Family | | \$ 25 Individual / \$ 50 Family | |
| Calendar Year Maximum | \$1,500 per person | | \$ 1,000,000 per person | |
| Preventative Oral Examinations – 2 per year Prophylaxis (cleanings) – 2 per year Topical Fluoride Applications – to age 14 annually Bitewing X-rays – 2 per year Full Mouth X-rays – once every 36-60 months Space Maintainers for children under 14 | 100% of PDP Fee* | 100% of R&C Fee** | 100% of PDP Fee* | 100% of R&C Fee** |
| Basic Simple Fillings, Simple Extractions; Endodontics, Oral Surgery; Periodontics, General Anesthesia; Consultations | 80% of PDP Fee* | 80% of R&C Fee** | 80% of PDP Fee* | 80% of R&C Fee** |
| Advanced Endodontics, Oral Surgery, Periodontics, General Anesthesia, Consultations | 20% of PDP Fee* | 20% of R&C Fee** | 80% of PDP Fee* | 80% of R&C Fee** |
| Major Bridges and Dentures – once every 5 years Inlays, Onlays & Crowns – once every 5 years Prosthetics (Fixed) – once every 5 years | 20% of PDP Fee* | 20% of R&C Fee** | 60% of PDP Fee* | 60% of R&C Fee** |

| | | | | |
|--|-----------------------|------------------------|--|--|
| Crown Build-ups Veneers, Harmful Habit Appliance, Crown, Denture & Bridge Repair | | | | |
| Orthodontics – Child Only Dependents covered until age 19 | 20 % of PDP Fee* | 20% of R&C Fee** | 80 50% of PDP Fee* | 80 50% of R&C Fee** |
| Orthodontia Lifetime Maximum | \$1,500 per person | \$ 1,500 per person | \$1,000 2,000 per person | \$1,000 2,000 per person |
| * PDP Fee refers to the negotiated fees that participating PDP dentists have agreed to accept as payment in full. ** Reasonable and Customary charge is based on the lesser: (1) the dentist's actual charge (2) the dentist's actual charge for the same or similar services or (3) the usual charge of most dentists in the same geographical area for the same or similar service as determined by MetLife. | | | | |

This chart is a broad summary of the dental benefits provisions. Other plan provisions and limitations may apply. If there is a discrepancy between the plan document and this bulletin, the plan document will prevail.

YOU DO NOT NEED TO PRESENT AN ID CARD TO PROVE COVERAGE OR CONFIRM YOU ARE ELIGIBLE. YOUR DENTIST CAN EASILY VERIFY ELIGIBILITY AND PLAN INFORMATION VIA PHONE OR ONLINE WITH METLIFE DENTAL.

ARTICLE 30

~~MATTERS RELATING TO WAGES AND BENEFITS~~

Section 1. Mutual Agreement for Various Compensations in CTU Bargaining Unit.

The Union and the District shall meet and discuss any compensation involving members of the CTU bargaining unit, including differentials or bonuses or incentive plans in an attempt to reach agreement.

Section 2. Wages and Other Compensation.

~~A. Effective July 1, 2007, there shall be an across the board increase of 3% on base wages, which is reflected on all steps of the teachers salary schedule; the per diem rate for substitutes; the miscellaneous rates for Hourly Teachers (with the exception of Night School Teachers and Home Tutors) and Adult Education Teachers; and the classified salary schedules for bargaining unit members.~~

~~B. Except as provided in section a. below, effective July 1, 2008, there shall be an across the board increase of 3% on base wages, which is reflected on all steps of the teachers salary schedule; the per diem rates for substitutes; the miscellaneous rates of pay for Hourly Teachers (with the exception of Night School Teachers and Home Tutors) and Adult Education Teachers; and the classified salary schedules for bargaining unit members.~~

~~a. This increase is contingent upon the district continuing to receive in fiscal year 2009 no less than the amount of monies in total state foundation aid (not including pre-school and special education transportation) as received in fiscal year 2007 as stated in line 22 of the 2007 SF 3. If the District notifies the Union President no later than January 15, 2008 of the reduction in total state foundation aid (not including pre-school and special education transportation), the increase shall not apply and the District and the Union shall reopen negotiations for all matters except subcontracting, as found in Article 22, and insurance benefits as found in Article 29 (including health insurance, dental, vision, prescription coverage, and life insurance). In such case, the parties shall immediately commence negotiations and the impasse procedure in Article 31 shall apply and the provisions of Article 29 section 1(E) (i.e., Working Spouse) shall expire effective January 1, 2009.~~

~~C. Except as provided in section a. below, effective July 1, 2009, there shall be an across the board increase of 3% on base wages, which is reflected on all steps of the teachers salary schedule; the per diem rates for substitutes; the miscellaneous rates for Hourly Teachers (with the exception of Night School Teachers and Home Tutors) and Adult Education Teachers; and the classified salary schedules for bargaining unit members.~~

~~a. This increase is contingent upon funds sufficient to support the rates. If the District notifies the Union President no later than March 1, 2009, or such later date as mutually agreed, that there are not sufficient funds to support these wage rates, the increase shall not apply and the District and the Union shall reopen negotiations for all matters except subcontracting, as found in Article 22, and insurance benefits as found in Article 29 (including health insurance, dental, vision, prescription coverage, and life insurance). In such case, the parties shall immediately commence negotiations and the impasse procedure in Article 31 shall apply and the provisions of Article 29 section 1(E) (i.e., Working Spouse) shall expire effective January 1, 2010.~~

~~D. Members of the CTU bargaining unit shall be~~

paid in accordance with the appropriate salary, differential, wage or other compensation schedule set forth in the Appendix.

E. A holder of an earned L.L.B., L.L.D. or J.D. degree shall be considered equivalent to a Master's Degree and the individual will be placed on Schedule "D." A written three year future commitment to remain with the District is required prior to placement on Schedule "D."

Section 3. Advancement on Salary Schedule and Salary Adjustment.

A. Effective Date of Salary Adjustments Due to Academic Credit.

Salary adjustments shall be made on the basis of academic credits earned prior to the start of each semester of the school year. Evidence of credits earned shall consist of official college or university transcripts filed with Human Resources. The filing deadline for the first semester shall be October 1; for the second semester, March 1. (Appendix F.)

B. Graduate Training Credit for Schedules E and F. All graduate hours earned prior to February 1, 1969, which are directly related to teaching will be considered acceptable toward meeting the requirements of Schedules "E" and "F." For all graduate hours earned after February 1, 1969, only those graduate hours approved as a part of a planned program by Human Resources will be acceptable in meeting the requirements of Schedules "E" and "F."

C. Prior Teaching Experience and/or Military Service.

Entrance salary credit is given to a maximum of five (5) years for either prior teaching experience or military service or a combination of both. Teachers with previous experience in the District shall be granted up to seven (7) years credit on the appropriate salary schedule.

D. In-Service Training. A teacher receiving a differential for in-service training will have the amount of the differential indicated separately on his/her contract with the District.

Section 2. Wages and Other Compensation.

A. Effective with the 2013-2014 school year, all employees will receive a four percent (4%) increase in their base salary. There will be no adjustment for movement on the index (vertical or horizontal movement) for classroom teachers or related service providers ("RSPs"). Classroom teachers will be placed on or between a level within a tier on the career pathway that reflects their adjusted compensation and licensure level per the Cleveland Differentiated Compensation Salary ("CDCS") Schedule, contained in Appendix _____. Related service providers new to the District will be compensated pursuant to Appendix A in the 2010-2013 Agreement plus four

percent (4%). All salary schedules in this Agreement, excluding differentials, shall likewise be increased by four percent (4%).

B. Paraprofessionals will receive a four percent (4%) increase in the employee's base salary. Paraprofessionals will continue to be compensated in accordance with the classified salary schedule.

C. Any teacher hired on or after July 1, 2013 will be placed the CDCS Schedule based on procedures as outlined by the CDCS Joint Oversight Committee.

D. Effective with the 2015-2016 school year, there shall be an across the board increase of one percent (1 %) for all employees. Likewise the CDCS Schedule, as well as all other salary schedules, excluding differentials, shall be increased by one percent (1 %).

E. Extended Day/Extended Year

Any certificated/licensed bargaining unit member working over the normal 185 day school year shall be paid for each extended day at their 2012-2013 per diem rate. If the extended day is solely for professional development, the employee shall be paid at the 2012-2013 Instructor In-Service Rate. Beginning with the 2014-2015 school year, these rates may be modified by the JOC.

Any certificated/licensed bargaining unit member working over the normal 440 minute school day shall be paid for the extended minutes at their 2012-2013 per diem rate. Beginning with the 2014-2015 school year, this rate may be modified by the JOC.

Any certificated/licensed bargaining unit member whose worksite included an extended day during the 2012-2013 school year will be given a hold-harmless payment equivalent to the compensation for the additional minutes worked in the 2012-2013 school year less the amount they will receive for the additional minutes outside the normal 440 minutes school day for as long as that member remains at that worksite. This hold-harmless payment will be paid in equal 20/26 installments.

F. 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.

Section 3. Advancement on Differentiated Schedule.

For purposes of transition to the CDCS Schedule, all teachers will be placed at a level, or between two levels within the CDCS Schedule contained in Appendix _____. The salary includes the 4% wage increase in Section 2(A). No employee's pay will be reduced as a result of being placed on the CDCS Schedule.

Teachers will begin accumulating Achievement Credits ("ACs") during the 2013-2014 school year and will first be eligible to move to a new level on the pay scale within the career pathways, tiers and levels per the CDCS Memorandum of Understanding, Appendix _____, during the 2014-2015 school year.

Teachers will receive a one-time \$1,500.00 bonus at the beginning of the 2014-2015 school year. All other bargaining unit members will receive a one-time \$1,500.00 bonus at the beginning of the school year in which they move to a differentiated compensation salary schedule.

Section 4. New Teacher Pre-Service Training. Teachers new to the District are required to report for pre-service training, *which is included in their base compensation.* ~~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~~ 185th for each day out of pay status.

B. Compensation Check Distribution.

~~1. Checks and check vouchers are to be mailed to the employee's home address. CMSD will transition from a paper check and electronic compensation payment system to a mandatory electronic compensation payment system. During the 2013-2014 school year, employees who currently receive a paper check will either transition to an electronic funds transfer (EFT), be issued a Pay Card, or a combination of both. Employees who utilized EFT may also have all or part of their pay deposited on a Pay Card, at their discretion. Once activated, all compensation for all employees will either be automatically deposited to the employee's banking account through EFT or posted to a Pay Card, or a combination of both. Until the new system is activated, checks and check vouchers are to be mailed to the employee's home address or made available electronically.~~ All employees must provide Human Resources with a current home address and phone number.

2. Any paid assignment performed during the regular report period will be paid within three (3) weeks of the end of the *pay period or on the next scheduled pay run.* ~~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. *Any employee who has lost their Pay Card must notify payroll immediately. Lost Pay Cards will be replaced following the banking procedures outlined in the payroll process guide.* The employee must sign a certificate of loss or non-receipt.

5. 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. If the District determines that the employee's wages were withheld in violation of ~~Article 30, section 5(B)(5);~~ *this section* the District will compensate the affected employee all withheld wages plus ten percent (10%) of the amount of wages wrongfully withheld.

6. Prior to submission of each payroll, the Union Chapter Chairperson will confer with the Principal, or his/her designee, relative to any payroll problem. The Chairperson shall

communicate irregularities to affected member(s). The member is responsible for resolving irregularities with the on-site administrator.

7. 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.

C. Payment for Differential Assignments. All persons receiving a differential for an assignment *per Appendix A*, 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. *Differentials will continue to be paid per the schedule in Appendix A for the 2013-2014 school year at the 2012-2013 rate. Beginning with the 2014-2015 school year, differentials will be paid in accordance with Appendix _____ as may be revised to address differential compensation aligned with CDCS.*

D. Summer School. Summer school personnel will be paid bi-weekly according to the published regular teachers' schedule of payroll periods and pay dates. *July 4 will be a paid holiday for bargaining unit members employed for summer school where the dates overlap with the holiday.*

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.~~