

# **AGREEMENT**

*BETWEEN*

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

*AND*

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

*EFFECTIVE*

**July 1, 2016**

*THROUGH*

**June 30, 2019**

## TABLE OF CONTENTS

		<u>Page</u>
<b>ARTICLE 1</b>	<b>BARGAINING UNIT RECOGNITION.....</b>	<b>1</b>
Section 1.	Representation.....	1
Section 2.	Rights of Membership.....	1
Section 3.	Chapter Recognition.....	1
Section 4.	Fair Share Fees.....	2
<b>ARTICLE 2</b>	<b>UNION REPRESENTATION .....</b>	<b>3</b>
Section 1.	Right to Union Representation.....	3
Section 2.	Resolving Problems .....	3
Section 3.	Selection of Union Representatives and Representation at Meetings.....	3
Section 4.	Union Conference Committee (UCC).....	5
Section 5.	CTU Access to Building Facilities.....	6
Section 6.	CTU Participation in Pre-School Orientation .....	6
Section 7.	Labor Management Council (LMC) .....	7
Section 8.	CTU/CEO - Deputy Chief of Human Resources Meetings.....	7
Section 9.	Full-Time CTU President.....	8
Section 10.	Union Representation on Committees .....	8
Section 11.	Potential School Closings/CTU Input.....	9
Section 12.	Education Programs .....	9
Section 13.	CTU Involvement in Federal and State Proposals .....	9
Section 14.	Design of Buildings/CTU Input.....	9
Section 15.	Progress Cards.....	9
Section 16.	Union or Professional Conference Representatives .....	10
<b>ARTICLE 3</b>	<b>PAYROLL DEDUCTIONS .....</b>	<b>10</b>
Section 1.	Dues Deduction.....	10
Section 2.	Payroll Deduction for COPE Contributions.....	10
Section 3.	CTU Bargaining Unit Employee Information.....	10
Section 4.	Cancellation of Payroll Deduction for Dues .....	11
Section 5.	Payroll Deduction Forms .....	11
Section 6.	Improved Information on Pay Stubs .....	11
Section 7.	Employee Notification of Garnishee Order .....	11
Section 8.	No-Load Mutual Funds .....	11
Section 9.	Roth IRAs .....	12
Section 10.	Home Address.....	12
<b>ARTICLE 4</b>	<b>MANAGEMENT RIGHTS CLAUSE .....</b>	<b>12</b>
<b>ARTICLE 5</b>	<b>ACADEMIC ACHIEVEMENT PLANS .....</b>	<b>13</b>

**TABLE OF CONTENTS**

(continued)

**Page**

<b>ARTICLE 6</b>	<b>PROBLEM RESOLUTION, GRIEVANCE PROCEDURE AND TIME LIMITS .....</b>	<b>15</b>
Section 1.	Scope .....	15
Section 2.	Definition of Days .....	15
Section 3.	Letter of Inquiry .....	15
Section 4.	Informal Problem Resolution .....	15
Section 5.	Grievance Procedure/Timelines .....	16
Section 6.	Grievance Appeal .....	19
Section 7.	Representation During the Grievance Procedure .....	20
Section 8.	Involvement of Other Authority .....	20
Section 9.	Transfer Cases .....	20
Section 10.	Time Limits/Commencement of Grievances .....	20
Section 11.	Grievance Forms .....	20
Section 12.	Timely Grievance Answer Notification .....	20
Section 13.	Timely Payment .....	21
	.....	21
<b>ARTICLE 7</b>	<b>EMPLOYEES: COMPLAINTS AND FILES .....</b>	<b>21</b>
Section 1.	Complaints About Employees .....	21
Section 2.	Employee Files .....	21
<b>ARTICLE 8</b>	<b>TEACHER CONTRACTS, REEMPLOYMENT, NON-REEMPLOYMENT .....</b>	<b>23</b>
Section 1.	New Teachers .....	23
Section 2.	Teacher Contracts .....	23
Section 3.	Limited Contracts .....	23
Section 4.	Extended Limited Contracts .....	24
Section 5.	Continuing Contracts .....	24
Section 6.	Supplemental Contracts .....	25
Section 7.	Reemployment Procedures of Teachers on Limited or Extended Limited Contracts .....	25
Section 8.	Non-reemployment Procedures of Teachers on Limited or Extended Limited Contracts .....	26
Section 9.	Teachers Eligible for a Continuing Contract .....	27
<b>ARTICLE 9</b>	<b>SCHOOL SCHEDULES, MEETINGS AND CALENDAR .....</b>	<b>28</b>
Section 1.	School Calendar .....	28
Section 2.	School Start Times .....	28
Section 3.	Lunch Periods/Travel Time .....	30
Section 4.	School Schedule .....	30
Section 5.	Use of Online Learning .....	34
Section 6.	Use of Common Planning Time .....	34
Section 7.	Use of Unassigned Time .....	34

## TABLE OF CONTENTS

(continued)

	<b>Page</b>
Section 8.	Meetings/Events/Conferences on School Days ..... 34
Section 9.	Notification of School Emergency Closing ..... 35
Section 10.	Unassigned Periods for Elementary/PreK-8 Teachers ..... 36
Section 11.	Secondary Department Schedules ..... 36
Section 12.	Compensation for Additional Class Assignments, Meetings, and Conferences ..... 37
Section 13.	Teacher Release from Class Assignments ..... 37
Section 14.	Class Coverage ..... 38
	..... 38
<b>ARTICLE 10</b>	<b>SCHOOL ORGANIZATION AND TEACHING ASSIGNMENTS..... 38</b>
Section 1.	Class Size and Organization ..... 38
Section 2.	Lesson Plans ..... 41
Section 3.	Special Education Assignments ..... 41
Section 4.	Elementary/PreK-8 Assignments ..... 50
Section 5.	Grade Level/Subject Preference ..... 50
Section 6.	Teachers Assigned as Special Substitutes ..... 50
Section 7.	Student Trainees Assigned to Teachers ..... 51
Section 8.	Staff Development Programs ..... 51
Section 9.	Classroom Integrity ..... 51
Section 10.	K-1 Transition Classes ..... 51
Section 11.	Reading in Content Areas ..... 52
Section 12.	Parent/Guardian Contact ..... 52
Section 13.	Looping ..... 52
Section 14.	Internal Review Team ..... 52
Section 15.	Reduction in Student Testing ..... 52
<b>ARTICLE 11</b>	<b>TEACHER NON-INSTRUCTIONAL DUTIES..... 53</b>
Section 1.	Equitable Distribution of Extra Duties ..... 53
Section 2.	Reduction of Clerical Duties ..... 53
Section 3.	Elementary/PreK-8 Hot Lunch Program ..... 53
Section 4.	School Lunch ..... 53
Section 5.	Development of Breakfast and Lunch Programs ..... 54
Section 6.	Custodial Duties ..... 54
Section 7.	Supervision of Pupils ..... 54
Section 8.	After-School Supervision ..... 54
Section 9.	Elementary/PreK-8 Breakfast Program ..... 54
Section 10.	Report Time ..... 54
<b>ARTICLE 12</b>	<b>HIRING, ASSIGNMENT, AND TRANSFER PROCEDURES..... 55</b>
Section 1.	Applying for Open Positions ..... 55
Section 2.	Necessary Transfers ..... 58
Section 3.	Special Transfers ..... 60

## TABLE OF CONTENTS

(continued)

	<b>Page</b>
Section 4.	Transfer Protocol..... 60
Section 5.	Transfer & Relocation..... 61
Section 6.	Posting Procedure ..... 61
Section 7.	Notification ..... 61
Section 8.	Permanent Vacancies, Open Positions..... 61
<b>ARTICLE 13</b>	<b>TEACHER EVALUATION..... 62</b>
Section 1.	Teacher Development & Evaluation System (TDES) ..... 62
Section 2.	TDES Timelines/Procedures ..... 66
Section 3.	Professional Growth and Improvement Plans ..... 71
Section 4.	Mentoring/Resident Educator Mentors/Peer Advisors ..... 72
Section 5.	Peer Assistance and Review Program..... 73
Section 6.	Grievances..... 73
<b>ARTICLE 14</b>	<b>BUILDING/SCHOOL EVENT SECURITY..... 73</b>
Section 1.	Building Security ..... 73
Section 2.	Trespass and Disruptive Conduct ..... 74
Section 3.	Personal Item Safety ..... 74
Section 4.	Elementary/PreK-8 Summer Storage..... 74
<b>ARTICLE 15</b>	<b>POLICY AND PROCEDURES GOVERNING SOCIAL EMOTIONAL LEARNING, STUDENT DISCIPLINE, AND MISCONDUCT..... 75</b>
Section 1.	Policy ..... 75
Section 2.	Intraschool Assignment..... 75
Section 3.	Behavioral History ..... 75
Section 4.	Referral to Principal ..... 75
Section 5.	Removal for Educational Intervention ..... 77
Section 6.	Chapter Chairperson Responsibilities Related to Student Discipline ..... 77
Section 7.	Written Referrals & Behavioral Remediation..... 78
Section 8.	Referral to CEO..... 79
Section 9.	Principal's Authority for Suspension and Exclusion ..... 79
Section 10.	Assault or Battery on an Employee..... 79
Section 11.	Menacing..... 82
Section 12.	Disciplinary Guideline Committee ..... 82
Section 13.	Faculty Meetings on Discipline ..... 83
Section 14.	Auditorium Programs for Students ..... 83
Section 15.	Detention Period..... 83
Section 16.	Intraschool Transfer ..... 84
Section 17.	New Home School for Expellees ..... 84
Section 18.	Code of Conduct ..... 84
Section 19.	HumanWare/Social Emotional Learning Committee ..... 84

## TABLE OF CONTENTS

(continued)

	<b>Page</b>
Section 20.	Discipline Alternatives..... 85
Section 21.	Student Support Teams ..... 85
Section 22.	Classroom Meetings..... 86
Section 23.	Mediation and Anti-Bullying Programs..... 86
Section 24.	Student Advisory Committee..... 87
Section 25.	Student Involvement with Drugs ..... 87
Section 26.	Mobile Patrol Officers..... 87
Section 27.	Student Reassignment ..... 87
Section 28.	Possession of Guns, Knives or Explosives ..... 88
Section 29.	Stealing/Vandalizing Employee Motor Vehicle ..... 88
Section 30.	Planning Center Intervention Program..... 88
Section 31.	Intervention Specialists Assigned to Planning Center ..... 89
Section 32.	Resolution of Grievances Arising under this Article ..... 90
<b>ARTICLE 16</b>	<b>STUDENT GRADING AND STUDENT PROMOTION</b>
	<b>PROCEDURES..... 90</b>
Section 1.	Grade Reports..... 90
Section 2.	Secondary Grade Report Schedule ..... 90
Section 3.	Organization for Grade Reporting ..... 91
Section 4.	Student Grades and Promotion..... 91
Section 5.	Interim Progress Reports..... 91
Section 6.	Transfer of Overage Students..... 92
Section 7.	Information Concerning Reading Scores ..... 92
Section 8.	Grade Books..... 92
<b>ARTICLE 17</b>	<b>SYSTEM SENIORITY..... 93</b>
Section 1.	Definition ..... 93
Section 2.	Computation of Seniority ..... 93
Section 3.	Application..... 93
Section 4.	Seniority Tie-Breaker..... 93
<b>ARTICLE 18</b>	<b>PROFESSIONAL CONDUCT AND PROCEDURAL</b>
	<b>PROTECTION..... 94</b>
Section 1.	Professional Conduct ..... 94
Section 2.	Procedural Protection..... 96
Section 3.	Absence and Tardiness/Early Departure Abuse..... 97
<b>ARTICLE 19</b>	<b>LAYOFFS AND RECALLS ..... 97</b>
Section 1.	Layoff Guidelines..... 97
Section 2.	Recall..... 99
Section 3.	Insurance or Health Plan Coverage While on Layoff ..... 101
Section 4.	Classification Switch..... 101
<b>ARTICLE 20</b>	<b>ATTENDANCE POLICY ..... 101</b>

## TABLE OF CONTENTS

(continued)

	<b>Page</b>
Section 1. Attendance Regulations .....	101
Section 2. Tardiness/Early Departure Abuse .....	103
<b>ARTICLE 21 LEAVES OF ABSENCE .....</b>	<b>104</b>
Section 1. Sick Leave .....	104
Section 2. Leave of Absence for Extended Illness.....	105
Section 3. Leave of Absence for Professional Study and Military Leave .....	105
Section 4. Sabbatical Leave .....	106
Section 5. Jury Duty Leave .....	106
Section 6. Special Privilege Leave.....	106
Section 7. Parental Leave.....	107
Section 8. Assault Leave.....	108
Section 9. Leave of Absence for Parent Teacher Association (PTA)....	109
Section 10. Political Leave.....	109
Section 11. Family Care Giving.....	109
Section 12. Four-Year Plan.....	109
Section 13. Leave Without Pay.....	110
<b>ARTICLE 22 SUBCONTRACTING .....</b>	<b>110</b>
Section 1. Subcontracting.....	110
Section 2. Purchased Learning Programs.....	111
<b>ARTICLE 23 WORKING CONDITIONS FOR SPECIAL GROUPS – CERTIFICATED PERSONNEL .....</b>	<b>111</b>
Section 1. Student Council Advisor in Secondary Schools .....	111
Section 2. Media Specialists .....	111
Section 3. School Nurses .....	112
Section 4. Speech Language Pathologists/Audiologists .....	114
Section 5. School Psychologists.....	115
Section 6. Transition Coordinator Teacher Consultants .....	116
Section 7. Guidance Counselors .....	116
Section 8. Social Workers .....	116
Section 9. Substitute Teachers .....	116
Section 10. Learning Disability Tutors .....	118
.....	118
Section 11. Occupational Therapists.....	118
Section 12. Physical Therapists.....	119
Section 13. Basic Skills Reinforcement Teachers .....	119
Section 14. Peer Instructional Coaches.....	119
Section 15. Career and Technical Education Teachers.....	120
Section 16. Home Tutoring.....	120
Section 17. Job Sharing.....	120

**TABLE OF CONTENTS**  
(continued)

		<b>Page</b>
Section 18.	Title I.....	121
Section 19.	Medicaid.....	122
Section 20.	Differential Positions .....	122
<b>ARTICLE 24</b>	<b>WORKING CONDITIONS FOR SPECIAL GROUPS NON-CERTIFICATED PERSONNEL .....</b>	<b>132</b>
	.....	132
Section 1.	Paraprofessionals.....	132
Section 2.	Voluntary Professional Development for Paraprofessionals and Occupational/Physical Therapy Assistants .....	136
<b>ARTICLE 25</b>	<b>SIGN LANGUAGE/EDUCATIONAL INTERPRETERS .....</b>	<b>137</b>
Section 1.	Sign Language/Educational Interpreters .....	137
<b>ARTICLE 26</b>	<b>COMMITTEES AND PROJECTS .....</b>	<b>138</b>
Section 1.	Joint Committee for School Climate Improvement Projects (JCSCIP) .....	138
Section 2.	Divisional Committee .....	138
Section 3.	Intervention Team .....	138
Section 4.	Medicaid Provider Subcommittee.....	139
Section 5.	Recruitment .....	139
Section 6.	Joint Committee on School Performance/Attendance Incentives .....	139
Section 7.	Joint Committee on Early Childhood.....	140
Section 8.	Differential Job Description Subcommittee.....	140
Section 9.	Certification/Licensure Funding .....	140
<b>ARTICLE 27</b>	<b>SEVERANCE PAY.....</b>	<b>141</b>
Section 1.	Retirement Incentive .....	141
Section 2.	Calculation .....	141
Section 3.	Notice .....	141
Section 4.	Receipt.....	141
Section 5.	Annuity.....	141
Section 6.	Death Benefit for Sick Days .....	141
<b>ARTICLE 28</b>	<b>SUMMER AND NIGHT SCHOOL, AND EXTENDED DAY PROCEDURES .....</b>	<b>142</b>
Section 1.	Eligibility .....	142
Section 2.	Appointment Guidelines .....	142
Section 3.	Appointment Procedures.....	143
Section 4.	Administrators Replacing Teachers .....	143
Section 5.	Organization Meetings .....	143
Section 6.	Summer School Representation .....	144

**TABLE OF CONTENTS**  
(continued)

		<b>Page</b>
Section 7.	Night School .....	144
Section 8.	Extended Day Procedures .....	144
<b>ARTICLE 29</b>	<b>BUILDING FACILITIES, SUPPLIES AND FUNDS .....</b>	<b>144</b>
Section 1.	Staff Lunchrooms and Rest Rooms .....	144
Section 2.	Duplicating Facilities .....	144
Section 3.	Equipment and Supplies.....	145
Section 4.	In-Building School Funds .....	145
Section 5.	Snow and Ice Removal.....	146
Section 6.	Temperature .....	146
Section 7.	Building/Handicapped Parking .....	146
Section 8.	Administrative Issues Committee .....	146
Section 9.	Class Supply Allocation.....	146
Section 10.	Locks .....	146
Section 11.	Vermin Eradication .....	147
Section 12.	Repairing and Painting of Schools and Classrooms .....	147
Section 13.	Blood-Borne Pathogen .....	147
<b>ARTICLE 30</b>	<b>EMPLOYEE BENEFITS.....</b>	<b>147</b>
Section 1.	Eligibility .....	147
Section 2.	Medical Insurance .....	149
Section 3.	Prescription Drug Plan .....	151
Section 4.	Shared Savings.....	151
Section 5.	Vision Care .....	152
Section 6.	Dental Plan.....	152
	.....	152
Section 7.	Section 125 Plan.....	152
Section 8.	Life Insurance.....	153
Section 9.	Extended Coverage .....	153
Section 10.	STRS Payments.....	154
Section 11.	Joint Effort for Improvement .....	154
Section 12.	Legal Defense.....	154
	.....	155
	.....	155
	.....	155
<b>ARTICLE 31</b>	<b>WAGES.....</b>	<b>155</b>
Section 1.	Mutual Agreement for Various Compensations in CTU Bargaining Unit.....	155
Section 2.	Wages and Other Compensation.....	155
Section 3.	Advancement on Differentiated Salary Schedule .....	157
Section 4.	New Teacher Pre-Service Training.....	158
Section 5.	Procedure for Payment of Wages.....	158

**TABLE OF CONTENTS**

(continued)

	<b>Page</b>
Section 6. Royalties.....	159
Section 7. Pay Option.....	159
Section 8. Rates of Pay .....	159
Section 9. Mileage.....	160
Section 10. Parking Expenses .....	160
Section 11. Staff/Community Engagement Days .....	160
<b>ARTICLE 32 NEGOTIATION, SEVERABILITY AND DURATION.....</b>	<b>160</b>
Section 1. Negotiations and Duration .....	160
Section 2. Provisions Contrary to Law .....	161
<b>APPENDIX A COMPENSATION SCHEDULES TEACHER’S DIFFERENTIATED COMPENSATION SYSTEM .....</b>	<b>162</b>
<b>APPENDIX B SELECTED SECTIONS OF THE ADMINISTRATIVE CODE &amp; RESOLUTIONS OF THE BOARD OF EDUCATION .....</b>	<b>186</b>
<b>APPENDIX C PARAPROFESSIONAL CAREER LADDER.....</b>	<b>190</b>
<b>APPENDIX D INACTIVE CLASSIFICATIONS .....</b>	<b>196</b>
<b>APPENDIX E STUDENT CODE OF CONDUCT – LETTER OF UNDERSTANDING .....</b>	<b>197</b>
<b>APPENDIX G CORRECTIVE ACTION SCHOOLS .....</b>	<b>198</b>
<b>APPENDIX H ACADEMIC ACHIEVEMENT PLAN TEMPLATES .....</b>	<b>199</b>
<b>APPENDIX I JOINT RESOLUTIONS RE: HEALTH CARE CLINICS .....</b>	<b>200</b>
<b>APPENDIX J MEMORANDA OF UNDERSTANDING CONTINUING EDUCATION UNITS.....</b>	<b>201</b>
<b>APPENDIX K GUIDELINES FOR DONATING SICK LEAVE.....</b>	<b>205</b>
<b>APPENDIX L PEER ASSISTANCE AND REVIEW (PAR) .....</b>	<b>207</b>
<b>APPENDIX N JOINT RESOLUTION ON COMMITTEES .....</b>	<b>210</b>
<b>APPENDIX O ARTICLE 27 – SEVERANCE PAY DEFERRAL PLAN.....</b>	<b>211</b>
<b>APPENDIX P-1 214</b>	
<b>217</b>	
<b>CLEVELAND METROPOLITAN SCHOOL DISTRICT.....</b>	<b>220</b>

**TABLE OF CONTENTS**  
(continued)

	<b>Page</b>
<b>APPENDIX P-2 [PHYSICIAN CERTIFICATION ART. 29, SEC. 2] .....</b>	<b>221</b>
<b>APPENDIX P-3</b>	<b>222</b>
<b>APPENDIX Q ACADEMIC PROGRESS TEAM.....</b>	<b>227</b>
<b>APPENDIX R CHARTER SCHOOL NEUTRALITY STATEMENT .....</b>	<b>228</b>
<b>APPENDIX S TDES TRANSITIONAL LAY-OFF PROCEDURE (2013-2015) .....</b>	<b>229</b>
<b>APPENDIX T MEMORANDUM OF UNDERSTANDING.....</b>	<b>231</b>
<b>APPENDIX U TDES GLOSSARY OF TERMS AND FORMS.....</b>	<b>232</b>
<b>APPENDIX V LEGACY DOCUMENTS .....</b>	<b>235</b>
<b>APPENDIX W ARTICLE 10, SECTION 9B.....</b>	<b>241</b>
<b>APPENDIX X MEMORANDA OF UNDERSTANDING .....</b>	<b>243</b>

## ARTICLE 1

### BARGAINING UNIT RECOGNITION

#### Section 1. Representation

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

Teachers, school nurses, regular substitute teachers, paraprofessionals (e.g., educational aides, instructional aides, instructional assistants, instructional technicians, administrative aides), tutors, social workers, psychologists, driver training roadwork instructors, work-study teacher consultants, adult education teachers, hearing officers, and other Federal and State Funded Certificated Personnel.

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

- B. When the District plans to change or add any classification of employee that may affect the status of any group represented by the Union, the District will notify the Union of such plans so that any potential problems may be mutually resolved before implementation. If any new classification or title is established covering employees who perform the same type of work being done by employees currently represented by the CTU, the District shall automatically recognize the Union as the sole representative of that group.

#### Section 2. Rights of Membership

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

#### Section 3. Chapter Recognition

The Principal/Administrator shall recognize the elected CTU Chapter Chairperson as the official representative of the Union in the school. The Principal shall be expected to make

reasonable arrangements so that the elected CTU Chapter Chairperson may carry out his/her responsibilities.

#### **Section 4. Fair Share Fees**

The District and the CTU agree to the following provisions concerning agency shop and the deduction of Union dues, or fair share service fee:

- A. Pursuant to Ohio Revised Code (O.R.C.) 4117.09(C), on the 61st day of employment, each employee which the Union represents under the terms of this Agreement shall be required to either be a member of the Union, or to pay a service fee to the Union each month which is equal to the amount of the monthly dues required to be paid by each such employee who is a member of the Union. This service fee is required in recognition of the services of the Union to the employees in the bargaining unit, and the financial support necessary to continue those services. The amount of monthly dues shall be as provided in the CTU Constitution and Bylaws, and shall be certified to the District by the Treasurer of the Union prior to the effective date of this Article, and prior to the effective date of any change in that amount. The amount of the service fee shall be changed at the same time that the amount of the monthly dues is changed.
- B. The District and the Union agree that if any legal challenge is made to the terms of this Article, that both parties will defend its validity until there is a final judgment of the highest court or other tribunal to which the matter may be pursued. The Union agrees that its counsel will be the lead counsel during any such litigation, and the District agrees that its counsel will fully cooperate with the Union counsel in such litigation.
- C. The Union represents to the District that:
  - 1. An internal advanced fee reduction procedure has been established in accordance with O.R.C. 4117.09(C).
  - 2. A procedure challenging the amount of the fair share fee has been established and will be given to each bargaining unit employee who does not join the Union.
  - 3. Such procedure and notice shall be in compliance with all relevant state and federal laws and the Constitutions of the United States and State of Ohio.
- D. Annually, the Union shall provide the District, within 30 days after communicating with fair share fee payers, if any, a copy of each communication, if any, the Union sends to fair share fee payers, if any, relating to the deduction of fair share fees, provided, however, that the Union may delete any information which sets forth amounts of monies the Union spends in various categories or other specific information not necessary to comply with constitutional requirements.

## ARTICLE 2

### UNION REPRESENTATION

#### **Section 1. Right to Union Representation**

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

#### **Section 2. Resolving Problems**

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

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

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

1. Effective with the 2017-18 school year, for the purposes of the Collective Bargaining Agreement, including the selection and notification of Union representation, a "school" is defined as having its own IRN number. Special groups that are not assigned to a particular school (e.g. psychologists, nurses, paraprofessionals, etc.) will continue to have Chapter Chairpersons to represent those groups. The provisions in this Article apply to all Chapter Chairpersons for high schools, PreK-8 schools, elementary schools, and special groups.
2. The Union members in each chapter shall have the exclusive right to choose their chapter representatives (Chapter Chairperson and Union Conference Committee (UCC)) according to the provisions of the Constitution and Bylaws of the Union.
3. When there is no Chapter Chairperson, the Union President shall designate one or shall act directly for the chapter until such time as a chairperson shall be elected.
4. The Union shall notify the Principal/Administrator and CEO of the names of the Union representatives in his/her chapter.
5. In each high school building/campus/complex housing more than one (1) small high school, there shall be one Chapter Chairperson. Each Chapter at that worksite shall elect an Assistant Chairperson for each individual small school. The Chapter Chairperson and Assistant Chairpersons shall constitute the UCC of each worksite. Additional UCC members may be elected as per CTU Constitution, Article 15, Section 2.
6. In each building/campus/complex housing more than one (1) school, where the schools share extra-curricular resources (e.g., athletic teams, clubs, etc.), the Chapter Chairpersons and an administrator from each of the affected schools will

serve in the leadership roles for decisions involving those shared resources. ~~Each Chapter at that worksite shall elect an Assistant Chairperson for each individual small school. The Chapter Chairperson and Assistant Chairpersons shall constitute the UCC of each worksite. Additional UCC members may be elected as per CTU Constitution, Article 15, Section 2.~~

**B. Union Representation at Meetings.**

1. The CTU representative shall have the sole right during faculty meetings to present a report ten (10) minutes before the scheduled conclusion of general faculty meetings or CTU/administration conferences, either of a local or system-wide nature. No other organization may be recognized during a faculty meeting to discuss matters concerning salaries and other terms and conditions of employment.
2. No representative of any organization other than the Union may hold meetings within a school with any members of the CTU bargaining unit.
3. The Principal should be present during the Union’s ten (10) minutes of a faculty meeting. The placement of the ten (10) minutes shall be at the end of the faculty meeting unless otherwise mutually agreed to by the Principal and UCC.

**C. Chapter Chairpersons.**

1. Elected Chapter Chairpersons will be exempt from necessary and special transfers during their term of office.
2. The Chapter Chairperson may use his/her unassigned time, as provided below, for activities appropriate to the administration of this Agreement and to the duties of office described in the Union handbook. This provision does not imply interruption of normal classroom activities. The unassigned time for the Chapter Chairperson is not to be counted as part of the equitable distribution of unassigned time.
3. In the elementary and PreK-8 schools, the following guide should be used in providing a minimum amount of unassigned time for the Chapter Chairperson.

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

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

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

\* The option of periods off or no homeroom must be mutually agreed upon by the Principal/Administrator and the UCC. (Also see Article 9, Section 4.G-2)

5. Each high school Chapter Chairperson shall be provided unassigned time as per Article 2, Section 3(C)(4) and shall have no homeroom as per Article 9, Section 4.G.2. Chapter Chairperson unassigned time will be allocated as per Article 2, Section 3(C)(4). For block scheduling schools this means a one (1) block instructional period for the entire year. For the purpose of Article 2, Section 3(C)(5), block scheduling is limited to schools having block scheduling as defined in Article 9, Section 4.G.1.f.
6. A special in-service course shall be offered for Chapter Chairpersons. A program of instruction and information shall be prepared by the CTU in accordance with established in-service policies.
7. Each Chapter Chairperson or his/her designee shall be released three (3) full days per school year, provided workshops are scheduled at least two (2) weeks in advance with the CEO or designee. Substitutes will be provided. Workshops will not be scheduled the week prior to winter and spring breaks, nor the day before or following a vacation day. Workshops also will not be scheduled during the first two (2) weeks of school opening, the last two (2) weeks of May, or in the month of June.

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

- A. Building administrators and the UCC are held responsible for carrying out the terms and conditions of this Agreement in their chapter. The UCC shall represent all bargaining unit members in an impartial manner. Where the UCC and the Principal/Administrator come to written mutual agreement on a topic authorized by the collective bargaining agreement, the Principal/Administrator and the UCC shall take responsibility for supporting and implementing their respective roles in any agreed upon items. If the UCC and Principal/Administrator determine that a modification in their school's operating procedure is needed that violates either the letter or spirit of this collective bargaining agreement, this modification can only be implemented following the President of the CTU and CEO of CMSD signing a Memorandum of Understanding (MOU) or Written Mutual Agreement (WMA) that details the UCC's and Principal/Administrator's request. Any current MOU or WMA signed by the UCC and Principal/Administrator and not

specifically authorized in a provision of the collective bargaining agreement (see Appendix M) shall be considered null and void effective July 1, 2007.

- B. The Principal/Administrator shall meet at least once monthly with the Union representatives and the UCC, at a mutually agreeable time and place, to discuss school problems and policies as they relate to established District policies and procedures. Union representatives and the Principal shall give advance notification to one another of the topics to be discussed. Additional meetings may be called at the request of either party to discuss mutual problems.
- C. The responsibilities and functions of the UCC are not to be duplicated or usurped by the establishment of faculty steering committees. The Principal of each school shall consult with the DCC on the establishment of special faculty committees which may further promote the welfare of the school. By written mutual agreement they shall delineate the functions of such faculty committees.

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

- A. A bulletin board shall be provided in the main office and in teachers' workrooms, where feasible, on which the CTU shall be permitted to post notices and materials. The CTU Chapter Chairperson or designee shall have the exclusive responsibility for posting and removing CTU notices, subject to reasonable regulations issued by the CEO.
- B. The CTU shall have the right to use the school mail and electronic mail at cost. The CTU shall have the right to place material in faculty mailboxes.
- C. The CTU Chapter Chairperson shall have the right to reasonable use of the school telephone in order to carry out official CTU responsibilities.
- D. The Chapter Chairperson shall have the right to schedule CTU meetings before or after school and during the lunch time of the employees involved while the building is regularly open. Such meetings may be restricted to members of the CTU.
- E. The President of the CTU or his/her designated representative (First Vice President, Second Vice President or the appropriate Third Vice President) shall not be denied the right, on reasonable prior notice, to visit a school for any purpose relating to this Agreement during the hours which do not conflict with teaching duties.

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

- A. The CTU shall be provided a morning or an afternoon session of not less than two-and-one-half (2-1/2) hours of uninterrupted time during the pre-school orientation to make a presentation. The CTU will be informed of the date and time for this session on or before August 1 of each year. Union information shall continue to be available at the pre-school orientation. Bargaining unit members new to the District will be given complete information regarding District hospitalization coverage and other employee benefits offered by the District. The CTU is to be included in all new bargaining unit member orientations throughout the school year in a proportional manner with respect to time.

- B. New teacher participants will have at least two (2) days of orientation at their assigned buildings during the five (5) scheduled pre-service orientation days.

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

- A. The District and the CTU agree to form and implement a Labor Management Council (LMC). The LMC will consist of an equal number of representatives from both the Union and the District.
- B. Functions. Its main functions shall be to: confer on all matters of mutual concern including health, safety and working conditions; keep both parties to this contract informed of changes and/or developments caused by conditions other than those covered by this contract; confer over potential problems in an effort to keep such matters from becoming major in scope; provide a forum for solving educational problems of the District; and review recommendations from any committee named in this contract.
- C. Training. The LMC shall receive training from the Federal Mediation and Conciliation Service, as well as other labor/management training services. The training shall assist the LMC in developing and maintaining a District-wide focus in developing an appropriate problem-solving climate.
- D. Meetings. The LMC shall meet regularly, but no less than once a month. The LMC will develop its own agenda. The meetings shall be alternately chaired by representatives of the Union and the District.

**Section 8. CTU/CEO - Deputy Chief of Human Resources Meetings**

- A. The CTU President and CTU representatives shall meet monthly with the CEO and CEO representatives. Any school may, upon obtaining the signatures of 75 percent (75%) of the CTU bargaining unit members in the building, petition the CEO to come to the building, at a time of the CEO's choosing, and hold a meeting in which the only administrative authority present is the CEO except as specified below. The CEO may not send a representative during the first six (6) times in any school year in which a petition is presented. After six (6) times the CEO may send a designee. The CTU bargaining unit members shall be free to discuss concerns without fear of reprisal or retribution, and the CEO (or designee) shall keep confidential the identity of the individuals who choose to speak.
- B. The Deputy Chief of Human Resources or Director of Labor Relations shall hold weekly meetings with the CTU Director of Grievances to process grievances. Upon mutual agreement, additional meetings may be scheduled.
  - 1. The Union will provide an agenda for the weekly grievance meeting two (2) days prior to the scheduled weekly meetings.
  - 2. The Deputy Chief of Human Resources will assure that appropriate central office decision-making individuals will be present to respond to a grievance matter.

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

- A. The CTU President shall be released from all teaching duties.
- B. The CTU President shall retain full status as a teacher and shall continue to receive his/her salary from the District. The CTU President shall also retain his/her entitlement to employment benefits received by other teachers in the District.
- C. The CTU will fully compensate the District for the CTU President's teacher salary and employee benefits. The CTU will also pay any fees or premiums requisite to secure employment benefits.
- D. The CTU President, upon request, shall have the right to return to the department and school he/she left upon assuming the Presidency. The President shall accrue all seniority points as if he/she had never left.
- E. The President of the CTU may designate one (1) elected CTU official to be released full time under the same conditions as the President.
- F. By each June 15, the CTU President will identify 11 individuals to be released half time for the next school year by the District. The Union and the District will share equally in the cost of the released time.

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

- A. A person from the District administrative staff shall be assigned to coordinate all committees involving teachers and District administrators.
- B. In response to a request of the administration to establish a committee involving teachers, the CTU shall meet with the administrator responsible for the particular committee to discuss qualifications, and the CTU will submit a list of names equal to the number of teachers who are to serve. The teachers selected shall be mutually agreed upon.
- C. The CTU shall receive notice of meetings of committees, minutes of same and any interim and final proposals and recommendations. Committee findings are not necessarily binding but are recommendations for future action.
- D. Meaningful Input Regarding Education Policy Committee. CTU representatives shall be permitted meaningful input on matters of educational policy addressed by a committee. The Administration shall give due consideration to CTU committee members' recommendations and proposals. However, on matters impacting on wages, hours, terms and conditions of employment and/or the continuation, modification or deletion of an existing provision of the collective bargaining agreement, the CTU reserves the right, upon notice, to demand bargaining.

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

- A. If a formal school closing committee is formed by the District, the Union shall select a representative to serve on the committee. Released time shall be provided whenever meetings or school visits are scheduled during the school day.
- B. Whenever schools are considered for closing or reutilization, input shall be sought from the teachers (as selected by the CTU) where the schools are located.

## **Section 12. Education Programs**

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

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

- A. Proposals and information concerning funded programs will be shared with the CTU, including:
  - 1. The CTU will be on the mailing list to receive copies of new proposals or revisions of federal- and state-funded programs.
  - 2. The designated representative of the CTU will receive a copy of the rough proposal draft from the proposal developer once it has been developed and is ready for initial in-house reviews.
  - 3. Final drafts of federal and state proposals will be sent to the CTU.
- B. Comments from the CTU will be reviewed and considered before final drafts are submitted to the funding authorities.
- C. If federal guidelines do not mandate teacher participation, the Union will be responsible for any CTU-requested released time cost for substitutes.

## **Section 14. Design of Buildings/CTU Input**

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

## **Section 15. Progress Cards**

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

**Section 16. Union or Professional Conference Representatives**

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

**ARTICLE 3**

**PAYROLL DEDUCTIONS**

**Section 1. Dues Deduction**

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

**Section 2. Payroll Deduction for COPE Contributions**

The District will honor COPE contribution payroll deduction authorization from CTU bargaining unit members.

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

A. Computer Printouts. The CTU will be given two (2) computer printouts in October and February of each year; one (1) alphabetically by employee name and the other by worksite. The printout shall include the following information:

1. Employee name
2. Current home address and phone number
3. Employee number
4. Subject area
5. Asterisked names of the employees whose Union dues are being collected through District payroll deduction.

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

B. Web-based CTU Bargaining Unit Employee Information. Effective with the implementation of the HRIS/FIN system, the following information will be available to the CTU electronically by:

1. Employee name
2. Current home address and phone number

3. Employee number
  4. Worksite
  5. Position
  6. Employees whose Union dues are being collected through District payroll deduction will be identified.
- C. Upon implementation of the HRIS/FIN System, paragraph B will govern access to the CTU Bargaining Unit Employee Information.

#### **Section 4. Cancellation of Payroll Deduction for Dues**

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

#### **Section 5. Payroll Deduction Forms**

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

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

- A. Identification Coding. When the employee receives pay for extra duties, in-service meetings, covering classes, differentials, etc., the amount for each item shall be identified by a code on each pay stub.
- B. Listing Employee Benefit Costs. The amount of each employee benefit cost paid by the District will be indicated on each employee's pay stub on a yearly basis.

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

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

#### **Section 8. No-Load Mutual Funds**

No-load mutual funds may be obtained through the use of direct deposit through financial institutions.

**Section 9. Roth IRAs**

Roth IRAs may be obtained through the use of direct deposit through financial institutions.

**Section 10. Home Address**

All employees must provide Human Resources with a current home address and phone number.

**ARTICLE 4**

**MANAGEMENT RIGHTS CLAUSE**

The District retains its management rights subject to any limitations found in this Agreement. Subject to all of the provisions of this Agreement and subject to the provisions of O.R.C. Title 33, the District shall have the sole and exclusive right to control all functions and operations and set all policies regarding the Cleveland schools, including but not limited to, the sole and exclusive right to:

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

## ARTICLE 5

### ACADEMIC ACHIEVEMENT PLANS

- A. The Academic Achievement Plan (AAP) provides each school with a roadmap to student achievement and success. Its ultimate purpose is to be the school's driving force to reach or exceed clearly defined academic goals.
- B. The AAP may not conflict with any language in the collective bargaining agreement except as provided in I below.
- C. The Core Planning Team will develop, if necessary, or review and modify/revise the AAP annually. The Core Planning Team shall consist of: the building Principal (no designee), the CTU Chapter Chairperson (no designee), a parent of a child attending the school, and three (3) to five (5) bargaining unit members (which can include a paraprofessional). The Core Planning Team may invite additional individuals to support and assist the Team.
- D. The Core Planning Team shall be determined by the following methods:
  - 1. CTU members shall be elected biennially in odd-numbered years unless mutually agreed by the CEO and CTU President.
  - 2. Parent will be selected by the SPO.
  - 3. Core Planning Team members who are bargaining unit members will be compensated at the negotiated in-service instructor rate as set forth in Appendix A, up to five (5) hours in the spring and up to three (3) hours in the fall. This payment shall be provided to the eligible bargaining unit members following District approval of the building's AAP in the fall.
- E. The AAP will be written by the Core Planning Team on a template developed and approved by a joint CMSD/CTU committee no later than February 1st for the spring AAP draft. The template shall include each school's academic goals, related goals, e.g., attendance and customer service, and a budget page including estimated allocation.
- F. Timeline.
  - 1. The timeline for presenting the spring draft AAP: The Core Planning Team shall present the spring draft AAP to the bargaining unit members by the first Friday in March. For new schools, prior to opening, the design plan, to include the master schedule, shall be presented to and reviewed by the Joint Committee on School Schedules per Article 9, Section 4.A to provide appropriate feedback regarding potential contractual concerns. The new school's initial AAP will be presented in the Spring of the first year of operation for the new school. Voting must be completed no later than the second Friday in March. AAPs must be submitted to the CMSD Chief Academic Officer (CAO) no later than the following Monday.

2. The timeline for presenting the final draft AAP: the Core Planning Team shall present the final draft AAP to the bargaining unit members no later than the first day of student instruction. Voting must be completed and AAPs must be submitted to the CAO within one week.
- G. Building-level approval of both the spring draft AAP and the final draft AAP shall be by 70 percent (70%) of the bargaining unit members voting. Each election will be by secret ballot conducted by the UCC.
- H. District Approval.
1. District approval time line for spring draft AAP: the Core Planning Team will forward the building-level-approved spring draft AAP to the CAO. The CAO will review and approve or reject, as a whole, the Spring draft AAP. If rejected, the AAP, with written reasons for rejection, will be returned by the CAO to the school's Core Planning Team for review and revision. The President of the CTU will also be notified in writing of any rejected AAP and the reasons for rejection. All schools' Core Planning Teams and the CTU President will be notified of approval or rejection no later than April 15.
  2. District approval time line for final draft AAP: the Core Planning Team will forward the building-level-approved final draft AAP to the CAO. The CAO will review and approve or reject, as a whole, the final draft AAP. If rejected, the AAP, with written reasons for rejection, will be returned by the CAO to the school's Core Planning Team for review and revision. The President of the CTU will also be notified in writing of any rejected AAP and the reasons for rejection. All schools' Core Planning Teams and the CTU President will be notified of approval or rejection no later than September 30.
  3. Excluding the initial vote for the spring draft and the initial vote for the final draft, there shall be no more than two (2) votes on the AAP modifications/revisions per calendar year.
  4. In the event a school fails to approve an AAP, or further, if a school fails to present a revised AAP that is satisfactory to the CAO, then the CAO and the President of the CTU will meet with the staff prior to May 15. The meeting will be held during the workday and staff will be expected to attend. If after the meeting, the school still fails to approve an AAP or fails to present a revised AAP that is satisfactory to the CAO, then the CAO and CTU President shall mutually agree upon an AAP to be implemented at the school.
- I. If the submitted AAP requests any modifications in the CTU/CMSD Agreement or CMSD policies, procedures, or guidelines, this AAP must be presented to and approved by the CTU President and CEO.
- J. The AAP timeline for submission, approval, and notification may be modified by mutual agreement of the CTU President and the CEO.

- K. In the event the Core Planning Team is unable to meet the timelines set forth in paragraphs C, E, F, and/or J, above or the school is not able to approve an AAP prior to the last teacher workday, the CTU President/designee and the CAO/designee will work with the Core Planning Team toward a solution. In the interim, the prior AAP will remain in effect until the CTU President/designee and the CAO/designee are able to reach agreement on an AAP to be implemented at the start of the school year.
- L. For the 2017-18 school year only, all schools must write a new AAP and the language in Section K above does not apply. In the Spring of 2017, Core Planning Teams will meet a minimum of two (2) times with a committee of CTU and CMSD representatives, appointed by the CTU President and CEO respectively, to aid in the writing of the initial AAPs. In the Fall of 2017, Core Planning Teams will meet a minimum of one (1) time with a committee of CTU and CMSD representatives, appointed by the CTU President and CEO respectively, to aid in the Fall revision of the initial AAPs.
- M. The AAP may define the extent and nature of supplemental professional development to be provided to school employees and may require attendance at such professional development.

## **ARTICLE 6**

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

#### **Section 1. Scope**

This Article shall apply to all members of the CTU bargaining unit.

#### **Section 2. Definition of Days**

For the purpose of this Article, days shall mean a day when the affected employee, or, in the case of a responding administrator, such administrator, is scheduled to be at work.

#### **Section 3. Letter of Inquiry**

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

#### **Section 4. Informal Problem Resolution**

From time to time, problems relating to the application of this Agreement and/or the Administrative Code of the District to an individual employee or employees will arise. Many of

these problems are resolved informally, by discussion, in accordance with the “open door” policy followed by the District. A problem which cannot be resolved informally is called a grievance.

## **Section 5. Grievance Procedure/Timelines**

A grievance is any matter concerning the interpretation, application, or alleged violation of any currently effective Agreement between the District and the CTU, or which alleges any employee represented by the Union has been discharged or disciplined without just cause, or has been treated unfairly or in a discriminatory manner. Nothing shall preclude the Union or an individual from the right to file an Unfair Labor Practice in accordance with O.R.C. 4117. Grievances shall be resolved in the following manner: Commencement of Grievances – See Section 10 of this Article entitled “Time Limits” at subsection B.

### **STEP ONE:**

- A. An aggrieved employee and/or a Union representative shall inform the immediate supervisor of the grievance in writing on a form mutually agreed upon.
- B. If an employee expressly requests a discussion with the immediate supervisor concerning the written grievance, such a discussion shall take place within three (3) days after filing the grievance, unless the time is mutually extended. The discussion with the immediate supervisor shall be held with one of the following:
  - 1. An employee accompanied by a CTU representative;
  - 2. Through a CTU representative if the employee so requests;
  - 3. An employee on his/her behalf; or
  - 4. A CTU representative in the name of the Union where general established policy is violated.
- C. Within three (3) days after the grievance is filed or the discussion meeting is concluded, whichever is later, the immediate supervisor shall state his/her decision in writing, together with the supporting reasons, and shall furnish one (1) copy to the employee who lodged the grievance and one (1) copy to the CTU representative. Each Step One answer shall clearly identify that answer as a “Step One Answer.”

### **STEP TWO:**

If the matter is not adjusted satisfactorily at Step One, then a written appeal shall be filed by the Union for the grievant at the Office of the Deputy Chief of Human Resources described in Article 2, Section 8.B within 20 days of the date the First Step decision is received and acknowledged by the grievant. To acknowledge means that the employee shall be presented with a copy of the answer and shall initial and date that copy, or that copy of the answer shall be mailed, certified mail, return receipt requested, to the employee’s address of record on file with Human Resources. Step Two appeal shall be discussed at the weekly meeting held with the Deputy Chief of Human Resources who

will involve the appropriate level of management to respond to the grievance. Upon request of either party, all persons who participated in Step One or necessary persons shall have a reasonable opportunity to be heard. Notification of at least three (3) days shall be given to all concerned. Within 20 days after the meeting, the Deputy Chief of Human Resources shall present a written answer in regard to the grievance to the Union. Each Step Two answer shall clearly identify that answer as a "Step Two Answer."

**STEP THREE:**

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

**STEP FOUR:**

- A. Regular Arbitration. If the answer to the grievance is not satisfactory, the CTU shall have the right within 75 days to submit the matter to arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association, or any other mutually agreed upon agency or individual, by informing the District and the American Arbitration Association that the matter is to be arbitrated. A single Arbitrator shall be chosen by the parties. The fees and expenses of the Arbitrator and the cost of the arbitration will be borne equally by the District and the Union. The parties will split the transcript costs when there is a common agreement on the need for a transcript. Two (2) representatives of the Union, and all necessary witnesses, shall receive their regular salary and wages for the time spent in the arbitration proceeding, if during working hours. The Arbitrator shall render a written decision and the reasons therefor resolving the controversy and ordering all appropriate relief. The decision and award of the Arbitrator shall be final and binding upon the District, the Union and the employees affected. The Arbitrator is prohibited from making any decision or award adding to or subtracting from or modifying in any way the provisions of this Agreement, which is contrary to law. The arbitration hearing shall be held and the award shall be made in Cuyahoga County, Ohio.
  
- B. Mediation. The CTU and the District, by mutual agreement, may utilize the grievance mediation process in an attempt to resolve a grievance before going to arbitration. The objective is to find a mutually satisfactory resolution of the dispute. If both sides agree, a single mediator shall be chosen by the parties, provided, both the Union and the District may designate grievances for submission to the mediation process. A mediator may be chosen by the parties by informal means. If the parties cannot agree, the mediator shall be selected under the procedures of the American Arbitration Association, or any other mutually agreed upon agency or individual. Two (2) representatives of the CTU, and all

necessary witnesses, shall receive their regular salaries or wages for the time spent in the grievance mediation proceeding, if during working hours.

1. Grievances which have been appealed to arbitration may be referred to mediation if both the Union and the District agree. The mediation conference with respect to a particular grievance shall be scheduled in the order in which the grievance is appealed to mediation with the exception of suspension or discharge grievances, which shall have priority.
2. Promptly after both parties have agreed to mediate, either party, by mutual agreement, shall notify the American Arbitration Association or any other mutually agreed upon agency or individual, and mutually agreeable arrangements shall be made for the conference.
3. The mediation proceedings shall be informal in nature. The goal will be to mediate up to three (3) grievances per day.
4. Each party shall have one (1) principal spokesperson who will have the authority to agree upon a remedy of the grievance at the mediation conference.
5. One (1) grievant will have the right to be present for each grievance.
6. The issue mediated will be the same as the issue the parties have failed to resolve through the grievance process. The rules of evidence will not apply, and no transcript of the mediation conference shall be made.
7. The mediator may meet separately with the parties during the mediation conference, but he/she will not have the authority to compel the resolution of a grievance.
8. Written material presented to the mediator or to the other party shall be returned to the party presenting the material at the termination of the mediation conference, except that the mediator may retain one (1) copy of the written grievance to be used solely for the purposes of statistical analysis.
9. If no settlement is reached during the mediation conference, the mediator shall provide the parties with an immediate oral advisory opinion involving the interpretation or application of the collective bargaining agreement, together with the reasons for his/her decision, unless both parties agree that no opinion shall be provided.
10. The advisory decision of the mediator, if accepted by the parties, shall not constitute a precedent, unless the parties otherwise agree.
11. If no settlement is reached as a result of the mediation conference, the grievance may be scheduled for arbitration in accordance with the Agreement between the Union and the District.

12. In the event a grievance which has been mediated subsequently is arbitrated, no person serving as mediator between parties may serve as arbitrator. In the arbitration hearing, no reference to the mediator's advice or ruling may be entered as testimony nor may either party advise the arbitrator of the mediator's advice or ruling or refer at arbitration to any admissions or offers of the settlement made by the other party at mediation.
  13. By agreeing to schedule a mediation conference, the District does not acknowledge that the case is properly subject to arbitration and reserves the right to raise this issue notwithstanding its agreement to schedule such a conference.
  14. The fees and expenses of the mediator and the mediation office shall be shared equally by the parties.
- C. Expedited Arbitration. The Union has the right to demand expedited arbitration for any non-class action issue which it deems necessary because the time frame is so short that the normal arbitration procedure would be untimely. Upon such declaration, the Union and the District will make immediate (within 24 hours) arrangements with the American Arbitration Association for the expedited arbitration procedure and such procedure shall begin as soon as the American Arbitration Association, or any other mutually agreed upon agency or individual, can initiate a hearing. It shall be the specific request of both the Union and the District to have a decision within seven (7) days of the hearing. Class action grievances may be expedited by mutual agreement between the Union and the District. A non-class action issue shall be defined as an issue which impacts on five (5) or fewer bargaining unit members.
- D. Arbitration Tribunal. Both the Union and the District may designate up to two (2) grievances each per school year for submission to an arbitration tribunal. Upon written mutual agreement of the Union and the District, additional grievances may be submitted to an arbitration tribunal. An individual or a panel of individuals not to exceed three (3) in number, has the authority to render judgment about a grievance. Any person or panel so agreed upon can be given the authority to render a decision as binding as that of binding arbitration. The conditions of the presentation shall be mutually agreed to by the Union and the District, and it shall be done within the same time frames as expedited binding arbitration, as prescribed in this Agreement. If there is a panel, it is necessary that two (2) of the three (3) individuals comprising the panel come to agreement on the disposition of the grievance. The Union and the District agree this step is a form of binding arbitration and the final step of the grievance procedure if it is chosen.

## **Section 6. Grievance Appeal**

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

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

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

## **Section 8. Involvement of Other Authority**

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

## **Section 9. Transfer Cases**

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

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

- A. Time limits specified in this procedure may be extended by written mutual agreement of the parties. The failure of the District to comply with any time limit herein means that the Union may automatically process the grievance to the next step of the grievance procedure. The District will cooperate fully with the Union to find methods to expedite the grievance procedure to the maximum extent practical. If the District fails to comply with any time limit herein, the District will pay the cost of filing the grievance with the American Arbitration Association or similar organization.
- B. Commencement of Grievances. A grievance must be commenced at Step One no later than 60 days from the discovery of the grievable event(s) or from when the event(s) reasonably should have been discovered.

## **Section 11. Grievance Forms**

Forms for the grievance procedure will be developed jointly by the CTU and the Deputy Chief of Human Resources.

## **Section 12. Timely Grievance Answer Notification**

The District Step 2 representative and/or the District Step 3 hearing officer(s) shall electronically notify the CTU Director(s) of Grievances of Step 2 and Step 3 grievance answers within the timelines set forth in this Article. The appropriate District departments will also be notified of the grievance answer in order to facilitate compliance with the grievance answer.

The District and Union will jointly determine, if necessary, any communication plan in order to implement the results of a mediation, arbitration, or settlement of any grievance.

### **Section 13. Timely Payment**

In any grievance which has been sustained through the grievance process, and which calls for an employee to receive a monetary payment, interest on that amount shall be paid from the 31st day that a settlement is approved by both parties or an award is received from an arbitrator, or the grievance is sustained at a pre-arbitration level. The rate of interest shall be five percent (5%) from the time period appropriate to the settlement.

## **ARTICLE 7**

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

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

- A. In the event that an Academic Superintendent receives a letter from a Principal or Supervisor derogatory to an employee, the following steps will be taken:
1. The employee will be given a copy of the letter;
  2. The employee will be allowed to respond in writing;
  3. Any complaints may be investigated as to their validity or relevance;
  4. Any unsubstantiated complaint will not be placed in the employee's personnel file.
- B. In the event that an Academic Superintendent receives a letter or complaint from a parent derogatory to an employee, he/she will be notified immediately and, if it is necessary, be afforded the same opportunity to reply as in A(2) above.
- C. In the event a complaint or charge about job performance is made by a person or persons not employed by the District against any employee represented in this Agreement, the employee concerned shall be promptly notified and afforded due process.

#### **Section 2. Employee Files**

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

- A. No material derogatory to an employee's conduct, service, character or personality shall be placed in the file unless the employee has the opportunity to read and discuss the material with the author. The employee shall be provided with a copy of the material within five (5) working days\* (excluding days employee or Principal/Administrator is absent) of the receipt of the material by the Principal/Administrator in question. After being provided a copy of the material, the employee shall be given the opportunity to discuss the material as soon as possible after the receipt of the material by the Administrator but not later than five (5) working days\* (excluding days employee or

Principal/Administrator is absent) after such receipt. All such materials authored by supervisory personnel shall be signed and dated. These time restrictions may be extended where circumstances warrant. The employee shall acknowledge that such material has been read by affixing his/her signature on the actual copy to be filed, with the understanding that such signature merely signifies that the material to be filed has been read, and does not necessarily indicate agreement with its content. If the employee refuses to sign the actual copy to be filed, it shall be noted on that copy by the supervisor involved who shall also procure the signature of one (1) witness. The signature of the witness shall constitute acknowledgment for the purposes of this paragraph. Any such material placed in the employee files, after the date of this Agreement, without the acknowledgment of the employee, cannot be used against the employee in any proceedings, and is to be removed from the file.

\* Where a supervisor is not normally stationed at the building where the employee is assigned, or where an employee is not normally stationed at the building where the supervisor is assigned the material shall be provided to the employee within ten (10) working days of receipt and an opportunity to discuss the material will be scheduled no later than ten (10) working days after the employee is provided a copy, without reference to the absence of the employee or supervisor.

- B. The employee shall have the right to answer any material filed and his/her answer shall be attached to the file copy. Personnel files shall not contain any unsubstantiated or false information. The burden of proof shall fall on the employee. Information found to be false or unsubstantiated shall be removed from said file. Derogatory material not related to incidents substantiated at the level of Academic Superintendent or central administration shall be deleted after five (5) years of no reported derogatory incidents being placed in the file.
- C. When an employee refuses to sign material derogatory to the employee's conduct, service or character, including the "Principal's Composite Evaluation," the employee may write, "I disagree," and then sign the material. Should the employee still refuse to sign the material, a third party may be brought in to witness and sign the material indicating that the employee has seen and had the opportunity to discuss it.
- D. Permission to examine the official file shall be given upon appropriate request by the employee.
- E. Letters from creditors shall be forwarded to the person in question with a standard form asking that the person contact the creditor to clarify the problem. No record of such correspondence shall be maintained. Requests from financial institutions for information on personnel covered by this Agreement will only be honored in the following areas: (a) confirmation of employment; (b) salary; (c) years of service with the District; (d) other items only available from the District.

## ARTICLE 8

### TEACHER CONTRACTS, REEMPLOYMENT, NON-REEMPLOYMENT

#### Section 1. New Teachers

- A. New teachers shall receive a letter of intent as an offer of employment. This letter will clearly spell out salary provisions and conditions of employment to be effected by the contract.
- B. Those new teachers hired as substitutes shall be duly informed through written notice of their substitute status.

#### Section 2. Teacher Contracts

- A. The board of education shall enter into written contracts for the employment and reemployment of all teachers. Contracts for the employment of teachers shall be of three (3) 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.
- 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.
- 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. 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 3. 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 (5) 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 (2) years.
2. Any subsequent limited contract shall not exceed five (5) years.

#### **Section 4. 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.

#### **Section 5. 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 15th 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 O.R.C 3319.22 or 3319.222 or former O.R.C. 3319.22 or a senior professional educator license or lead professional educator license issued under O.R.C. 3319.22.
  - 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 O.R.C 3319.22 or an educator license, 30 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 O.R.C. 3319.22 or an educator license, six (6) 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 O.R.C. 3319.22.
    - c. The teacher has held an educator license for at least seven (7) 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, 30 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 (6) 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 6. Supplemental Contracts**

If the board authorizes compensation in addition to the salary paid under O.R.C. 3311.78 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 7. 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 reemployed under a one (1) year limited contract, unless the board gives such teacher written notice of its intention not to reemploy such teacher on or before the first day of June. The teacher is presumed to have accepted such employment unless the teacher notifies the board in writing to the contrary on or before the 10th 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 O.R.C. 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 8. Non-reemployment 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 reemploy such teacher, the following shall apply:
  - 1. The evaluation process, as outlined in Article 13, must have been completed.
  - 2. The Principal/Administrator shall provide the teacher with notice of his/her recommendation that the teacher not be reemployed, 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-reemployment is made by the Academic Superintendent or if the CEO intends to recommend non-reemployment 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.
  - 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 reemploy the teacher. A copy shall be provided to the CTU.
  - 7. Any teacher receiving written notice of the intention of the board not to reemploy 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 (10) 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 reemployment. The decision of the board shall be final and shall not be subject to further appeal.

## **Section 9. Teachers Eligible for a Continuing Contract**

- A. Upon the recommendation of the CEO that a teacher be reemployed where the teacher satisfies the criteria in division (E) of O.R.C 3311.77 (i.e., Section 4, above) and has taught in the District for at least three (3) years, or at least two (2) 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 ( $\frac{3}{4}$ ) vote of its full membership rejects the recommendation of the CEO. If the board rejects the recommendation, or if the CE) recommends that the teacher not be reemployed, the board may proceed not to renew the teacher's contract in accordance with O.R.C. 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 O.R.C. 3311.77 (i.e., Section 4, above) and has taught in the District for at least three (3) years, or at least two (2) 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 (5) 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 1st 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 Cleveland Metropolitan School District for two (2) years, in one (1) year increments or for multiple years, in no event to exceed a total of two (2) years;
  2. For a teacher who is newly eligible for a continuing contract, in one (1) year increments or for multiple years, in no event to exceed a total of four (4) 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 10th 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 O.R.C. 3311.77 (i.e., Section 4, above) and has taught in the District for at least three (3) years, or at least two (2) years in the case of a teacher who received a continuing contract elsewhere, the

teacher shall be reemployed under a one (1) year extended limited contract. That contract may be subsequently extended for an additional one (1) to three (3) years consistent with divisions (D)(2)(a) and (b) of O.R.C. 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 10th day of July.

- D. The provisions of this section shall not apply to any supplemental written contracts entered into pursuant to O.R.C. 3311.77 (i.e., Section 5, above).

## **ARTICLE 9**

### **SCHOOL SCHEDULES, MEETINGS AND CALENDAR**

#### **Section 1. School Calendar**

The annual calendar for all District schools shall be approved by the Board. 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, etc.). 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 (1) 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. The equivalent of six (6) hours for parent/teacher conference sessions for all bargaining unit members will be held outside of school hours 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) these will take place. A portion of these hours will be scheduled to occur prior to December 15.

#### **Section 2. School Start Times**

##### **A. School Start Time.**

1. Beginning with the 2016-2017 school year, all teachers except as noted in paragraph 2 below will have a 440-minute school day (400 minute student instructional day, with 200 minutes of professional time weekly as defined below). Each day shall include:
  - 10 minutes of unassigned time before start of instructional day\*;
  - 40-minute uninterrupted duty-free lunch;
  - 1 planning period (at PreK-8, 50 minutes) during each student instructional day;

- 200 minutes per week of which 100 minutes will be “administrator-designed time” (as defined below) and 100 minutes of self-designed “teacher time” (as defined below).
2. Teachers at Louisa May Alcott 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

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. Effective with the 2017-18 school year, this professional time will be scheduled immediately before or after the student school day, Monday through Thursday, in fifty (50) minute increments unless a different time frame is approved via the Academic Achievement Plan (AAP). Through the AAP process, schools may also schedule the professional time within an extended student day. The AAP will outline which days are reserved for teacher self-designed professional activities. This professional time will be reflected in the school’s master schedule.

The 100 minutes of the teacher self-designed professional time shall be reserved for professional activities as outlined below and shall not be assigned by the administration. The Principal, Chapter Chairperson, and Academic Progress Team (APT) (Appendix Q) are responsible for seeking input from staff to align administrator-designed professional activities to meet the needs of the building staff. This input will be considered by the administration when scheduling the 100 minutes of administrator-designed time for professional activities as outlined below. The parties recognize that reasonable modifications to the scheduled professional activities may be required. These are allowable after consultation with the APT.

The 100 minutes of administrator-designed time shall be used for:

1. Team Time (which can include grade-level teams, committee meetings, vertical planning, and must include state-mandated programs or initiatives such as Teacher Based Teams)
2. General Collaboration
3. Professional Development
4. Student Support Team (SST)
5. New Program
6. Professional Learning Community

7. Faculty Meeting. (The Union shall have input into the agenda of the meeting. The last ten (10) minutes of the meeting shall be devoted to Union business.)
8. Individual teacher meetings/conference.

The 100 minutes of teacher-designed time shall not be designed or directed by administrators and shall be used for:

1. Office Hours
2. Record Keeping
3. Parent Conferences
4. IEP/ETR/504 Plans
5. General Collaboration
6. Planning

If a school's calendar exceeds the standard workday or work year, appropriate compensation will be determined consistent with Article 30.

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, and other classified employees.

### **Section 3. Lunch Periods/Travel Time**

Each teacher is to have a duty-free, uninterrupted lunch period of a minimum of 40 minutes. The 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 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 or during their unassigned periods.

### **Section 4. School Schedule**

- A. Joint Committee on School Schedules – The CEO and CTU President shall each appoint three (3) members to the Joint Committee on School Schedules. The committee will review and problem-solve identified schedule concerns in order to allow schools to incorporate changes into their AAPs. The committee will conduct an annual review in May to discuss the structure of the school day and implementation of schedules in grades

PreK-12. In order to meet the needs of the school model, the committee will consider the use of the AAP process. Where that is not feasible, the committee will consider the use of an MOU to meet the objectives of the desired schedule.

- B. All special subject area periods shall be standardized as a minimum of a class period.
- C. Teachers required to work at two (2) or more buildings in one (1) day shall adhere to the schedule of the first building for the rest of the work day.
- 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.
- E. The CTU will be notified prior to any changes in the schedule and will be appraised regularly as to the progress made in solving the problem.
- F. School Day Scheduling (Elementary/PreK-8).
  - 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. Teachers in grades 6-8 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 (3) 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.
  - 2. If drastic changes in the school population require significant changes in scheduling, such changes shall be completed by October 1.
  - 3. All teachers in PreK-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 (8) period day or its block equivalent. PreK-8 teachers' schedules may be changed on a quarterly basis with permission of the affected teacher.
  - 4. When a PreK-8 class is scheduled for an ESP class twice a week, it may be scheduled for two (2) consecutive periods with the concurrence of the Principal, UCC and all teachers involved.
  - 5. Special education classes will follow state guidelines.
  - 6. All students in PreK-8 buildings shall be scheduled for each of the following: art, music, physical education, and media.

7. Beginning with the 2017-2018 school year, K-8 ESP classes must be scheduled to meet a minimum of twelve (12) periods in a semester or twenty-four (24) periods in a year, between pre- and post-assessment for Student Growth Measure purposes. If the District fails to comply with this requirement, the Student Growth Measure default language in Article 13 will apply. At the end of the 2017-2018 school year, this section may be revised if, no later than February 1, 2018, either the CTU or the District requests that this be revisited. In the event modifications are agreed upon, the modifications will be specified through an MOU.
8. Literacy Block. At least 80 minutes of each school day will be dedicated as literacy block(s) unless otherwise modified by the AAP.
9. 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.

G. School Day Scheduling (9-12).

1. Definitions
  - a. Preparations – Preparations are instructional assignments for which grades and/or credit is given.
  - b. Instructional Assignments – Instructional assignments are scheduled times when preparations occur, and include any duty that is assigned in lieu of a teaching assignment per Article 11, Section 4. If a teacher is responsible for two (2) or more instructional assignments with the same course code, they shall count as multiple instructional assignments but only one (1) preparation.
  - c. Non-Instructional Assignments – Non-instructional assignments are assignments that do not require planning. Non-instructional assignments do not require teachers to assign a grade, prepare lessons and/or materials, or give ODE credit. The Formal Announced and Unannounced TDES observation events cannot occur during non-instructional assignments. Student Growth Measures cannot apply for non-instructional assignments. Non-instructional assignments are not preparations.
  - d. Assignments – Assignments are scheduled time for a specific purpose that are designated by an administrator. Assignments include instructional assignments and non-instructional assignments.
  - e. Assigned Time – Assigned time is the total time of each class period/block plus one (1) interval of passing time per period/block in the high schools. Assigned time includes homeroom/advisory.
  - f. Block – A block is an instructional period with a curriculum designed to provide students with at least one year of academic credit in half the number of

instructional days (e.g. 4x4 block – a full year class in one semester, A/B block – a full year class that meets every other day for the full year).

2. Homerooms and Advisory Activities.

All certificated/licensed personnel in a secondary school, except the Principal, Assistant Principal(s), Chapter Chairperson, Assistant Chairperson if over 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, may have a homeroom and/or advisory. Homerooms/advisories 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/advisory duty unless otherwise qualified under an excluded classification.

3. Assigned Time and Substitute Duties at the Secondary Schools.

- a. In a traditional high school schedule (440 minute school day, including a 400 minute student instructional day with 200 minutes of professional time per week), the 300 daily minutes of assigned time, inclusive of passing time, may include up to six (6) instructional and/or non-instructional assignments (or the block equivalent). If a teacher accepts a seventh (7<sup>th</sup>) assignment (instructional or non-instructional), the teacher will be compensated as per Section 12 below. 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 1,500 minutes, based on six (6) assignments.
- b. In an extended day high school schedule, (470 minute school day, including a 430 minute student instructional day with 200 minutes of professional time per week), the 330 daily minutes of assigned time, inclusive of passing time, may include up to seven (7) instructional and/or non-instructional assignments (or the block equivalent). The seventh (7<sup>th</sup>) assignment will be paid as per Section 12 below. If a teacher has six (6) or fewer assignments, the additional thirty (30) minutes will be paid at the prorated daily rate. If a teacher accepts an eighth (8<sup>th</sup>) instructional or non-instructional assignment, the teacher will be compensated as per Section 12 below. 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 1,650 minutes, based on seven (7) assignments.
- c. In extended day high schools where a teacher's workday exceeds 470 minutes, the teacher will be paid at the teacher's prorated daily rate for those minutes above 470 in addition to any assignment compensation per Section 12 below.

- d. Teacher-assigned time at the high schools shall not exceed 300 minutes per day, at traditional high schools or 330 minutes per day at extended day high schools, and shall include all assignments, passing time and homerooms/advisories. Homerooms/advisories shall be ungraded and shall not require lesson plans. Homerooms/advisories that exceed twenty (20) total minutes shall constitute an assignment for purposes of calculating additional compensation in Section 11 below.
- e. 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.
- f. Any modifications to the above instructional times may be modified through the AAP process or an MOU.

**Section 5. Use of Online Learning.**

A committee comprised of equal numbers assigned by the CEO and CTU President will review how online learning is being utilized in the District and will bring back any concerns and recommendations to the CEO and CTU President.

**Section 6. 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 7. Use of Unassigned Time**

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 8. Meetings/Events/Conferences on School Days**

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

Mandatory meetings shall be limited to the following:

- 1. District-sponsored open house efforts.
- 2. 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:
  - i. Issues
  - ii. Structure
  - iii. Format
  - iv. Approach

- 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.
- 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 (1) 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 (½) 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 9. 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 Academic Superintendent and the CTU Third Vice President. If no agreement is reached between the Principal and UCC, then the procedure shall be agreed to

by the appropriate Academic Superintendent and the CTU Third 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 Academic Superintendent and CTU Third Vice President shall be contacted immediately to resolve the disagreement regarding the dismissal procedure.

#### **Section 10. Unassigned Periods for Elementary/PreK-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. ESP in PreK-8 buildings includes, 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 PreK-8 schools, each PreK-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 PreK-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 (5) instructional days and the last five (5) instructional days of the school year to prepare supplies and equipment for use and storage.

#### **Section 11. Secondary Department Schedules**

- A. Department schedules for the following school year shall be completed as soon as possible in the preceding school year. All assignments shall be as equitable as possible in terms of honoring preferences and number of preparations. For any and all changes made after the end of the school year, all teachers affected shall be notified in writing as soon as possible.
- B. If drastic changes in the school population require significant changes in a department's scheduling, such changes shall be completed by October 1.

- 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). Low incidence self-contained classes, as identified in Article 10, Section 3, in grades 9-12 may have more than 3 preparations as required by the students' IEPs.

## **Section 12. Compensation for Additional Class Assignments, Meetings, and Conferences**

Compensation for additional class assignments for the 2016-17 school year shall follow the language in the 2013-16 agreement. Effective with the 2017-18 school year, the following language shall be implemented.

- A. A secondary teacher shall receive compensation at the rate of one-sixth (1/6) of his or her base pay, for each instructional assignment beyond six (6) assignments (proportional for block scheduling). Payment will continue until such time as a permanent teacher is assigned.
- B. A secondary teacher shall receive compensation at the rate of one-twelfth (1/12) of his or her base pay, for each non-instructional assignment beyond six (6) assignments (proportional for block scheduling).
- C. In determining which assignment(s) will be considered "additional" class assignments for purposes of compensation in A and B above, non-instructional assignments will always be considered the seventh (7<sup>th</sup>) and/or eighth (8<sup>th</sup>) assignment(s) as appropriate.
- D. 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 paid per paragraphs A, B, and/or C above.
- E. 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 13. 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 CMSD-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 CMS-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 14. Class Coverage**

- A. PreK-8 schools teachers may be assigned consistent with the conditions set forth in Sections B, C, and D 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.
- B. 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.
- C. When an elementary or PreK-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.
- D. 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.

### **ARTICLE 10**

#### **SCHOOL ORGANIZATION AND TEACHING ASSIGNMENTS**

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

- A. Effective with the 2016-2017 school year, the class size for Child Development (regular PreK) with one (1) teacher and one (1) educational aide shall be 20 with no more than two (2) of those 20 who are on IEPs (excluding "speech-only" IEPs). For grades K-3, the class size 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 Chairperson, 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 Chairperson 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 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 PreK-8 (the appropriate Academic Superintendent must preapprove 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 limit. Compensation for each marking period of the school year shall be based upon student enrollment (as evidenced by progress reports or grade scan reports) the last Friday of each marking period, with said compensation retroactive to the beginning of the marking period. 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. All disputes regarding oversized class compensation (both regular and special education classes for all levels) for the previous school year shall be arbitrated as an expedited class action on or about August 1 of each year.
- D. The District shall maintain teacher-pupil ratios as mandated by the State Department of Education.
- E. 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.
- 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.

- G. Where possible, in elementary and PreK-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.
- H. Where possible, split assignments for Encore teachers between two (2) or more buildings shall be eliminated.
- I. The District will not assign a licensed/certificated teacher to a class or assignment for which they are not licensed/certificated to teach, except in situations in which the teacher is seeking licensure in that area, and accepts the assignment. If the teacher seeking licensure in the additional area accepts the assignment, that teacher will assume all responsibilities for the assignment, including the evaluation process.
- J. Elementary science teachers may spend a majority of their classroom instruction time in teaching science by the voluntary trading of classes which will be organized by written mutual agreement between the Principal and the UCC.
- K. All subjects taken by PreK-8 students shall count for promotion.
- L. Team Leaders, special education Liaison, ESP Liaison, Subject Area Specialists. When Team Leaders, special education Liaison, ESP Liaison, Subject Area Specialists are in place, the following procedures will be followed. Each grade, or cluster of grades (e.g., Grade 3 and 4 teachers combine to form one (1) team) with at least three (3) homeroom teachers within a PreK-8 building shall have the equivalent of a Grade-Level Chair or Core Team Leader, hereafter called Team Leaders. In addition, all PreK-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 PreK-8 schools. In all PreK-8 schools, Subject Area Specialists, one (1) 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.

- M. Subject Area Specialists, special education Liaison, and ESP Liaison are to report to their schools all day for the two (2) work days 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.
- N. 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 Scope and Sequence; daily, weekly and instructional unit objectives correlated to the District's 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 Scope and Sequence or timelines into their lesson plans.
- B. 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.
- C. The regularly assigned teacher should not be expected to submit lesson plans when he or she is absent for one (1) 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.
- D. Duplicate sets of lesson plans are not necessary and need not be prepared.

## **Section 3. Special Education Assignments**

- A. Ohio law requires that all special education class assignments shall maintain intervention specialist and related services personnel/pupil ratios in compliance with the Ohio Operating Standards for Ohio Educational Agencies Serving Children With Disabilities (3301-51-09) (hereinafter referred to as "Operating Standards"). If the Ohio Department of Education adopts legislation or regulations which mandate changes in the service provider ratios for delivery of services (3301-51-09(1)) the parties shall reopen good faith negotiations in this section of the contract (Article 10, Section 3) regarding the impact on terms and conditions of employment.

The current Operating Standards available in each building and online are as follows:

Disability Category Assigned	Maximum Number to be Served by School Level (Caseload)		Maximum Number to be Served During Instructional Period		Age Range per Instructional Period Shall Not Exceed
	K-8	9-12	K-8	9-12	
Intellectual Disabilities	16	24	12	12	60 months
Specific Learning Disabilities	16	24	12	12	60 months
Hearing Impairment, Visual Impairment, Orthopedic Impairment, Other Health Impairment	10	10	8	8	48 months
Emotional Disturbance	12	12	10	10	48 months
Multiple Disabilities	8	8	8	8	60 months
Autism, Deaf-Blind, Traumatic Brain Injury	6	6	6	6	60 months
Cross Categorical	12*	16*	12*	16*	60 months

\*Adapted from the Ohio Department of Education

**Low-Incidence Model:**

Definition:

A self-contained class of students, assigned by the Executive Director of Intervention Services or his/her designee, who participate in a significantly modified curriculum aligned to the Ohio Academic Content Standards (extended); require IEP goals in functional and life-skills areas; and typically qualify for Ohio’s Alternate Assessment for Significant Cognitive Disabilities.

Staffing: One (1) Intervention Specialist, one (1) Instructional Assistant

Caseload maximum and number of students to be served per instructional period: six to eight (6-8) students with no more than six (6) who are identified with Autism, Deaf - Blindness, or Traumatic Brain Injury.

In any low-incidence classroom with one teacher and one instructional assistant, and over six (6) total students, or any low-incidence classroom with one teacher and more than one instructional assistant, and over eight (8) total students, the Executive Director of Intervention Services or his/her designee will assess the needs of the class to determine which of the following options will be utilized.

1. Add a paraprofessional to the classroom.
2. Create a new classroom within the building.

3. Transfer a student to an appropriate class within the building.
4. Pay the affected intervention specialist in accordance with Article 10, Section 3(A).

Age Range: 60 months

**Medically Fragile Model:**

Definition:

A self-contained class of students with significant medical and daily living needs, assigned by the Executive Director of Intervention Services or his/her designee, who participate in a significantly modified curriculum aligned to the Ohio Academic Content Standards (extended); require IEP goals in functional and life-skills areas; and typically qualify for Ohio’s Alternate Assessment for Significant Cognitive Disabilities.

Staffing: One (1) Intervention Specialist, two (2) Instructional Assistants

Caseload Maximum and number of students to be served per instructional period: No more than eight (8)

Age Range: 60 months

**Intensive Behavior Intervention Model:**

Definition:

A self-contained class of students, assigned by the Executive Director of Intervention Services or his/her designee, whose emotional and behavioral needs are the primary barrier to accessing general education curriculum. Students in this setting require specially designed instruction to achieve social-emotional learning and behavior goals above and beyond what is provided to all students.

Staffing: One (1) Intervention Specialist, one (1) Instructional Assistant

Caseload maximum: No more than 12 students K-12

Instructional maximum: No more than ten (10) students per period K-12

Age range per instructional period: 48 months

**Preschool Special Education (Effective with the 2017-2018 school year)**

<b>Model</b>	<b>Staffing</b>	<b># of special ed./general ed. students</b>
Half Day	1 Intervention Specialist 1 Instructional Assistant	8 special/up to 2 general ed. in each half-day session
Inclusion	1 Intervention Specialist	6 special/6 general

	1 Instructional Assistant	
Integrated	1 Intervention Specialist 1 General Education Teacher 1 Instructional Assistant	8 special/12 general
Itinerant	1 Intervention Specialist	3 students per day in field

Related Services Providers	Caseload
Adaptive Physical Education	100
Audiologist	100 school age or 100 preschool
Occupational Therapist*	50 school age or 40 preschool
Orientation and Mobility Instructor*	50 school age or 40 preschool
Physical Therapist*	50 school age or 40 preschool
Speech/Language Pathologist**	1/2000 ADM District-wide; 80 school age, 50 MD, HI, Orthopedic, or 50 preschool
Work/Study Coordinator	75 school age
Vocational special educational Coordinator	50 school age
School Psychologist	1/2500 ADM District-wide; 125 school age or 75 preschool

*In accordance with Ohio Operating Standards (3301-51-09 (I))*

\*Maximum caseload = 50 using the following formula:

$$\text{_____ school-aged cases} + (1.25 * \text{_____ preschool cases}) = \text{total caseload}$$

\*\*Maximum caseload = 80 using the following formula:

$$(1.6 * \text{_____ low-incidence cases}) + (1.6 * \text{_____ preschool cases}) = \text{_____ high-incidence cases} = \text{total caseload}$$

Caseload maximums are adjusted down by one (1) for each time an RSP travels between sites in a day. For RSPs working part time in school settings, expectations for case completion will be prorated based on the number of days worked per week.

In the event the service provider ratios for intervention specialists and related services personnel in the Operating Standards are exceeded, the District will follow the waiver procedures in accordance with the Operating Standards (3301-51-09(K)). One (1) or more of the following options providing adherence to the Operating Standards may be considered before a waiver is requested:

1. Reassignment of students;
2. The assignment of an additional intervention specialist/related service provider or qualified long-term substitute to create a new class/assignment;
3. The District may enact a special transfer of a qualified intervention specialist/related service provider from another building because of enrollment

changes after October 1, provided the special transfer does not result in a caseload overage.

If the administration is still unable to meet the instructional and/or caseload limits after a good-faith effort to implement options 1 through 3 above, the District shall pay the affected intervention specialist/related service provider (with the exception of school psychologists) at the class-size overage rate contained in Article 10, Section 1 of this Agreement. Compensation for each marking period of the school year shall be computed in accordance with Article 10, Section 1 as follows:

\$5.00 per student, per day, for special education students over the caseload (enrollment) limits for intervention specialists/related service providers (with the exception of school psychologists) set forth in Article 10, Section 3(A); or

\$1.00 per student, per period, for special education students over the instructional maximum for intervention specialists as set forth in Article 10, Section 3(A).

Effective with the 2017-18 school year, the District and the Office of Psychological Services' UCC will jointly develop and implement a plan to provide equitable and comprehensive psychological services to all buildings in the District, specifically accounting for the equitable distribution of initial and re-evaluations independent of school assignments. If the District Office of Psychological Services' UCC are unable to reach agreement on a plan, the parties will submit their respective proposals to a mutually selected arbitrator, who will be charged with selecting one of the proposals. The arbitrator's decision will be binding. The parties will share the cost of the arbitrator.

For changes in student enrollment (number of students enrolled), or student need (types of services needed by students), that impact service provider ratios and workload after October 1, number 3 above will apply. School Psychologists who are required to complete more than 55 ETRs shall be paid as follows: \$250 for each Evaluation Team Report (ETR) completed in one (1) school year from 56 to 60 cases; \$500 for each Evaluation Team Report (ETR) completed in one (1) school year over 60 cases.

For School Psychologists working part time in school settings, expectations for case completion will be prorated based on the number of days worked per week.

If the CTU believes the District has not made a good-faith effort to implement options 1 through 3 above at any time, the CTU shall have the right to grieve the situation directly to the CEO or designee. If the situation is not remedied within 20 working days after being brought to the CEO's attention, the CTU may take the matter directly to the expedited arbitration in accordance with the procedures set forth in Article 6, Section 5(C) of this Agreement and the AAA (or similar organization) rules governing expedited arbitration.

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(1)) and the students' IEPs.
2. Effective with the 2017-2018 school year, every effort shall be made to find a regular substitute for a paraprofessional who is absent or released from any scheduled class. Regular paraprofessionals may become "special substitute paraprofessionals" 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 the written mutual agreement defined in Article 10, Section 6 (and Appendix M) by the UCC and principal at the beginning of the school year. Special substitute assignments shall be made on an equitable basis whenever possible. For each event when the paraprofessional acts as a substitute for an absent paraprofessional which increases their responsibilities beyond their regular assignment (i.e. paraprofessionals covering two classes simultaneously or serving the needs of another paraprofessional's students while assigned to duties in their regular assignment) the paraprofessional will be paid the maximum hourly rate for a substitute instructional aide. The paraprofessional accepting this substitute event will be paid in 30 minutes increments in which an assignment for less than 30 minutes would be paid one half of the hourly rate for that substitute event (e.g. a twenty-minute substitute event equals ½ hour payment; eighty-minute substitute event equals 1.5 hour payment). Paraprofessionals cannot be paid for coverages of relief time breaks of other paraprofessionals as defined in Article 24 Section 1(M).

- C. Children who are determined to be eligible for special education services under the Operating Standards shall be served in the Least Restrictive Environment (LRE) and in accordance with their IEP. Assignment of all special education students to music, art, physical education, media and other ESP teachers shall be in accordance with their IEP.

Assistance will be given to the administration by Intervention Specialists/caseload managers in developing schedules for students with IEPs being educated within the regular classroom.

Students on IEPs (excluding "speech-only" IEPs) shall be distributed in accordance with their IEP and equitably across appropriate settings when being scheduled into regular education/ESP classes. Scheduling decisions will be made with the intention of avoiding the assignment of a disproportionately large number of students with IEPs into a single class. In grades K-3, when the District's scheduling decision results in more than four (4) special education students scheduled in the regular education classroom, including ESP, then the CTU member shall be compensated at the rate of \$1.00 per student per period per day for each additional student. In grades 4-12, when the District's scheduling decision results in more than five (5) special education students scheduled in the regular education classroom, including ESP, then the CTU member shall be compensated at the

rate of \$1.00 per student per period per day for each additional student. Nothing in this section shall interfere with the implementation of the LRE and continuum of service options required by federal and State regulations.

- D. Every intervention specialist will be given one additional planning period per month, September through May, for the purpose of IEP development and caseload management. Schools will determine the process for providing this additional planning period through written mutual agreement between the UCC and building principal. Absent a written mutual agreement at the building level, a process will be determined by the appropriate Third Vice President of the CTU and the appropriate Academic Superintendent of the District.
- E. In-service courses shall be offered for any CTU bargaining unit member upon recommendation of the Joint special education Committee (JSEC) to the professional development committee.
- F. A regular education teacher shall be required to participate in the development of the special education student's IEP and shall have access to all information pertaining to the student's present level of educational functioning (3301-51-07(I)(1)(b), (K)(4)(a), (L)(1)(c) and (2)(c); (3301-51-09 (G)(3)(b)).

If a regular education teacher has documented concerns that a child with a disability is unable to function adequately in their regular setting, he/she may request that the IEP team reconvene to discuss the concerns.

G. Procedures for Providing special education Services.

1. If a regular education teacher has academic or behavioral concerns regarding a student in his/her classroom, the child will be referred to the Student Support Team (SST). Consistent with 3301-35-06, the regular education teacher shall implement and document interventions to resolve concerns for any preschool or school-age child who is performing below grade-level standards prior to any referral for suspected disability.
2. If a teacher suspects that a student has a disability and recommends a student be evaluated for a disability, the administration will adhere to the Operating Standards (3301-51-06) requirements and timelines.
3. If a student is evaluated in accordance with the Operating Standards and found eligible for special education services and parental consent obtained, the student shall be served in the LRE in accordance with his/her IEP.
4. As determined by the IEP, an inclusion classroom is staffed with a teaching team consisting of one full-time Intervention Specialist and one full-time regular education teacher for the period(s) necessary to meet the specified IEP goals and services. When scheduling prohibits the intervention specialist staff from servicing students on IEPs as described above, the Principal and UCC, in consultation with the appropriate District special education manager as necessary,

shall meet to determine an appropriate remedy that enables the IEP to be implemented.

When inclusion (the part- or full-time education of students on IEPs within the regular classroom for the primary purpose of social/emotional development with age-appropriate peers and modification of academic instruction according to the IEP) has been determined for a student on an IEP, the selection of the regular education teacher will be on a voluntary basis, unless insufficient volunteers are available to meet the needs of students on IEPs as defined by law. In this case, the Principal and IEP team shall determine the fairest and most appropriate solution. When an intervention specialist is servicing students in a regular education classroom, the intervention specialist will work collaboratively with the regular education teacher in the performance of classroom duties which may include team teaching, small group instruction, classroom management, joint lesson planning, providing interventions for regular education students and students with IEPs, determining grades and other typical classroom duties. For the purpose of class size coverage as described in Article 10, Sections 1 (A), (B), (C), and (D), students on IEPs are not to be counted towards calculating the regular education teacher/ESP's class size coverage while being serviced as described above.

The JSEC will develop a list of best practices for students being serviced in an inclusive setting.

5. Every Intervention Specialist will be assigned a case load of students by the Principal and each student's case manager will be documented in the Student Information System (SIS). Intervention Specialists will report progress on IEP goals/objectives for students on his/her caseload as required by the Operating Standards. Grades for courses in which these students are enrolled will be assigned by the subject area Highly Qualified Teacher (HQT) on the current report card system.
  6. Only the IEP team may make decisions about how a special education child will be served consistent with the requirement that all students be served in the LRE. The IEP team will consist of the individuals required by the Operating Standards including the parents of a child, not less than one (1) regular education teacher of the child, not less than one (1) intervention specialist of the child, a representative of the District, and others as appropriate (3301-51-07(I)). All such services shall be on an individualized basis according to the IEP.
  7. The IEP conference and regular report card conferences will be the joint responsibility of the regular education teacher, Intervention Specialist and related services providers who service the student.
- H. Joint special education Committee (JSEC). The JSEC 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 (1) 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 that may assist in 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 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 their 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.
8. Communicating policies and procedures to staff annually regarding IEPs and state guidelines including guidance that IEPs will be written on the educational needs of the student rather than to comply with a school's program or model.
9. Recommending ways to increase access to information to relevant parties and increase efficiency of compliance-related tasks.

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.

- I. Appropriate building and individual training regarding compliance with the Operating Standards will be required for all CTU bargaining unit members serving students with IEPs. Any such training that has been approved in advance by the Division of special education or recommended by the JSEC and approved by the CEO or designee and the CTU President or designee, which occurs outside the school day or school year, will be reimbursed at the in-service rate of the appropriate bargaining unit member.

#### **Section 4. Elementary/PreK-8 Assignments**

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

#### **Section 5. Grade Level/Subject Preference**

Effective with the 2017-18 school year, teachers and paraprofessionals shall submit their grade level/subject preference for the following year to the Principal on or before February 15, and those preferences shall not be unreasonably refused.

#### **Section 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/PreK-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 (2) classes in a school day;
  - 2. When possible, a teacher in the subject area department will cover the class;
  - 3. Classes of absent teachers shall not be assigned to study halls;
  - 4. A substitute will be provided for any absent teacher in study hall. If the normal procedure for coverage cannot be followed, this will be considered an “emergency” as defined in paragraph (A) of this section
- E. If a paraprofessional is absent, not assigned, or released from any scheduled class, the District should first send a substitute paraprofessional or hire a paraprofessional into an open position. If no paraprofessional coverage is provided, the teacher shall be paid at the paraprofessional substitute rate listed in Appendix A for instructional time with the classroom (i.e., excluding lunch, planning or other non-classroom time, as these times are paid at the teacher special substitute rate in Appendix A). This coverage rate does not apply to bilingual paraprofessionals.

## **Section 7. Student Trainees Assigned to Teachers**

Every effort will be made by the District to encourage colleges and universities sending student teachers into the schools to standardize and improve the honorarium paid to supervising teachers. Where a teacher has a college student assigned as an observer, participant, or student teacher for a quarter or semester, the teacher will be paid a stipend by the District, at the rate established by the college providing the trainee, subject to withholding for taxes and pension contributions. The CTU and District realize the importance of giving college students the opportunity to observe all aspects of urban school situations and programs. It is agreed that such observations and visitations by college students will be distributed equally throughout the Cleveland schools so that such students will be afforded a complete and rounded experience. At the end of each semester, the District will provide the CTU with notice of all teachers who have a college student assigned as an observer, participant or student teacher, the college providing the trainee, and the rate established by the college providing the trainee.

## **Section 8. 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 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. Effective with the 2017-2018 school year, all visits to the schools, including visits by parents, community members, State or Federal representatives, District-employed consultants and District employees, are to abide by the guidelines in Appendix W of this Agreement.
- C. 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 10. K-1 Transition Classes**

The Principal in written mutual agreement with the UCC in each elementary/PreK-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, special education services, and/or other appropriate school programs.

### **Section 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 12. 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 first quarter progress reports 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 13. 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 14. 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.

### **Section 15. Reduction in Student Testing**

The District and the CTU are committed to reducing the amount of instructional time used to test and for test preparation. For the 2017-2018 school year, at a minimum the following

assessments will be eliminated: Conditions for Learning Survey Winter administration and one (1) K-3 vendor assessment. These reductions will be enforced provided no changes occur that prevent implementation (e.g., assessment removed from state approved vendor list, changes to law through ESSA, etc.).

Effective with the 2017-18 school year, the District will annually, no later than July 31, make available the testing calendar, the purpose of and time required for each test, and statutory requirements related to testing for the purposes of review and feedback. The CTU may provide any feedback about test scheduling to be considered for the coming school year via existing district union committees (e.g., the Calendar Committee, SGM sub-committee, Third Grade Guarantee committee, HumanWare committee, etc.) through the end of the first month of school. Additionally, CTU may provide any feedback for testing calendars for future years through these same existing committees by April 1. The feedback will go to the Academic Department for overall consideration into the testing calendar.

## **ARTICLE 11**

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

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

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

#### **Section 2. Reduction of Clerical Duties**

- A. The District will make every effort to reduce the duplicate recording of data by teachers.
- B. Workshops shall be established for Principals and UCC representatives to mutually explore ways of improving clerical and recordkeeping systems.

#### **Section 3. Elementary/PreK-8 Hot Lunch Program**

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

#### **Section 4. School Lunch**

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

## **Section 5. Development of Breakfast and Lunch Programs**

The Principal and the UCC shall develop procedures in a written mutual agreement for the operation of the breakfast and lunch programs.

## **Section 6. Custodial Duties**

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

## **Section 7. Supervision of Pupils**

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

## **Section 8. After-School Supervision**

Child Development and Kindergarten students who remain after school because a parent or guardian arrives late shall be the responsibility of the administration.

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

- A. The District will schedule and serve student breakfast outside of the regular classroom. If space is not available for all of the students, then classrooms may be used for those students who cannot be served outside of the regular classroom.
- B. The District will utilize all non-certificated staff and/or parent/community volunteers, if available, to supervise student breakfast. If sufficient staff or volunteers are not available, classroom teachers may supervise student breakfast.
- C. Classroom teachers who supervise breakfast will be paid at the in-service rate (based on one-half (1/2) of the in-service rate per day). Payment will be made on or about July 15 following the school year.
- D. Classrooms will not be used for breakfast rooms whenever possible.

## **Section 10. Report Time**

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

## ARTICLE 12

### 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. 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 Chairperson. Interviews will not be delayed due to the unavailability of duly notified members of the Personnel Selection Committee 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 Chairperson. 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 upon by the District and CTU. There shall be no necessary transfers due to enrollment after October 1. 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 O.R.C. 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 O.R.C.;
    - 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) work days 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 date(s) 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 Committees.
10. Bargaining unit members will not receive additional compensation as an interviewer or interviewee.

## **Section 2. Necessary Transfers**

A. 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. Eliminating positions;
3. Closing programs.

B. Determining Candidates for Necessary Transfers. Prior to the Open Position application periods set forth in Section 1(B)(1)(a) and (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, Layoffs and Recalls. The weight allocated for each factor is as follows:
  - i. Experience – One (1) point for every year of teaching experience in the District. A teacher who resigns or retires from his/her position and is later reemployed shall lose those years acquired prior to the separation unless he/she is reemployed as a teacher in a school year consecutive to that of the separation.
  - ii. Area of certification/licensure – One (1) point for each area, two (2) points for Comprehensive Science or Social Studies.
  - iii. Level of certification/licensure – One (1) point for each level (i.e., one (1) point for Resident Educator License, two (2) points for Professional Educator License/Permanent Certificate, three (3) points for Senior

Professional Educator License, and four (4) points for Lead Educator License).

- iv. Specialized training – One (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. Secondary schools (middle and high schools) will apply number 5 above in necessary transfers on a departmental basis.

Elementary schools and PreK-8 schools will apply number 5 above in necessary transfers on a school basis, except in Kindergarten, Child Development, Special Education and Special Subject (ESP) Areas. For the purpose of this section all Intervention courses are to be considered in the regular education department.

In Kindergarten, Child Development, Special Education, and Special Subject (ESP) Areas, number 5 above will be applied on a departmental basis within the school.

- 7. Teachers who have been identified as subject to Necessary Transfers 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. Exemptions to Necessary Transfers. The following will be exempt from Necessary Transfers:

- 1. The CTU Chapter Chairperson;
- 2. 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, four (4) teachers identified by position only may be selected, and in schools with more than 900 students, 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 1st of February or there shall be no exemptions for the following school year except that of the CTU Chapter Chairperson:
  - a. One (1) 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. Special Transfers**

- A. Special transfers are transfers requested by either bargaining unit members or administrators for the purpose of promoting the best interests of the District.
- B. In the event it becomes necessary to assign, reassign, or transfer a teacher, whether voluntary 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 1, provided the special transfer does not result in a caseload overage.

### **Section 4. Transfer Protocol**

- A. 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 1st of each month.

## **Section 5. 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 (1) 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**

- 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 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 acknowledgment 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 7. Notification**

After applicants for posted positions have been interviewed by the Personnel Selection Committee, each applicant will be notified in writing by the administrator of their status as an applicant.

## **Section 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 resignations or extended leaves of absence 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. 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.

## **ARTICLE 13**

### **TEACHER EVALUATION**

Except as otherwise specifically noted, all changes to Article 13 will take effect as of July 1, 2016.

#### **Section 1. Teacher Development & Evaluation System (TDES)**

- A. The purpose of evaluation is to improve and/or recognize effective instruction.
- B. One result of the 2010 negotiations was an MOU (see former Appendix M, now incorporated into the "Legacy" document) 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 delineated that, "*this new model of teacher development and evaluation will include multiple measures of teacher performance and student learning.*"
- C. The TDES Decision Cluster document guides the implementation of the TDES system. The TDES Steering Committee may mutually adapt this document as needed.
- D. For purposes of this Article, "day" refers to work day.
- E. According to O.R.C. 3311.80 and 3319.112, all teachers will receive an Effectiveness Rating each year. Unless mandated by statute, no more than 50% of the Effectiveness Rating shall be comprised of multiple measures of student achievement as described in

D(1) below and no less than 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 O.R.C. 3319.112, or other related statutes, student growth data (which may include 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 purposes shall be calculated in the following manner:
  - a. Where teacher-level value-added data is available and mandated under State law, the teacher's measure of student growth will be no more than 35% value-added and no less than 15% student learning objectives (SLOs).
  - b. Where teacher-level value-added data is unavailable or not mandated, the teacher's measure of student growth shall be no more than 35% vendor assessment data, where available and approved, and no less than 15% SLOs.
  - c. Where no teacher-level value-added data is available and mandated or where no vendor assessment data is available, the teacher's measure of student growth shall be evenly distributed among two (2) SLOs.
  - d. Certified/licensed bargaining unit members without directly attributable teacher-level data shall be exempt from the measure of student growth.

All teachers will fall under "c" above until such time as vendor or value-added data exists and is approved.

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.

- F. The Building-Level TDES Committee comprised of the Principal, Chapter Chair, and one (1) to three (3) classroom teachers mutually selected by the Principal and Chapter Chair will review the SLOs. In the event a Building-Level TDES Committee approves a teacher's request to reduce an SLO target for a student and the building Principal disagrees, the teacher may appeal to the SLO Subcommittee of the TDES Steering Committee within ten (10) working days. The SLO Subcommittee will review the SLO against the SLO Guidance Documents to determine if the proposed adjustments align with the Guidance Documents and will respond within ten (10) working days. If the SLO Subcommittee does not respond within ten (10) working days, the matter will be referred

to an SLO expert agreed to by the parties with costs shared by the parties. The parties must accept the SLO expert's decision.

- G. Effectiveness Ratings are reported to the Ohio Department of Education according to O.R.C. 3319.112. The other documentation of observation events are kept in the employee's file and are used to determine areas of strengths and 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. A limited or extended limited contract teacher receiving an Effectiveness Rating of "Accomplished" will be given a two-year limited or extended limited contract to coincide with the two-year evaluation cycle. However, an "Accomplished" teacher with a limited or extended limited contract must be evaluated in any school year in which the teacher's contract is due to expire or where the teacher provides notice of eligibility pursuant to Article 8, Section 4B that he or she wishes to be considered for a Continuing Contract.

Consistent with Article 31, a teacher with an Effectiveness Rating of "Accomplished" choosing to take the exemption for the next year will not have the ability to earn the "Accomplished" stipend for the year of the exemption. However, if the teacher rated "Accomplished" chooses to undergo the full evaluation cycle the subsequent year, the teacher is eligible to earn the "Accomplished" stipend should he/she be rated "Accomplished" that year. In such case the biennial evaluation will be completed in accordance with the above timelines during the evaluation year.

- H. All TDES processes and documentation will be completed through the TDES portal. No other forms for evaluations shall be used.

Administrators may provide informal feedback to teachers or other educators, outside of the TDES system, without using a "feedback form." However, any administrator who wishes to create a form to provide informal feedback to teachers or other CTU educators, outside of the TDES system, shall include on the form the statement: "This feedback form is not a part of the TDES system and is not to be used for evaluative purposes." Any "feedback form" created for this purpose must be aligned to the strategy(ies) in the school's Academic Achievement Plan. The visual impact of any "feedback form" created should reflect its purpose (i.e., to provide informal feedback and not to replace a TDES event). If any issues arise with informal feedback or a "feedback form" that is used by an administrator, the teacher or other educator will first address concerns at the building level, and may then bring those concerns to the TDES Steering Committee for resolution.

- I. Pursuant to O.R.C. 3311.80 and Board Resolution 2013-3030(B), all evaluators must be credentialed. A list of credentialed evaluators will be electronically forwarded to the CTU President and TDES co-chairs as made available.

J. Appeals process - Following the first formal announced observation event and any subsequent event, a teacher may request the intervention and/or support of the Network Leader within ten (10) working days. The Network Leader 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 Network Leader 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 Network Leader'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.

If the co-chairs do not agree on the appeal, the matter will be referred to a TDES expert agreed to by the parties with costs shared by the parties. The parties must accept the TDES expert's decision.

K. The evaluator and teacher have a shared responsibility to ensure the teacher is evaluated consistent with this Article.

1. The Chief Talent Officer/Designee will review evaluation data for all schools and will report incomplete evaluations to the CEO, the CTU President, TDES co-chairs, Network Leaders, and the building Principals on a monthly basis.
2. In addition, any teacher who is concerned about the timely completion of the evaluation procedure may, at any time, notify his/her evaluator and the TDES Committee co-chairs electronically. Any incomplete evaluations will be referred to the TDES Steering Committee co-chairs for resolution which could include a compressed evaluation schedule.
3. 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 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 under this Article.

4. Where the teacher has initiated, in writing, communications with 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 “Skilled” shall be assigned for that year. This ranking will be combined with the student growth measures for the year to establish the Effectiveness Rating.
  5. Where the teacher does not have student growth data through no fault of the teacher (e.g., returning from a leave of absence, has insufficient number of students), the default will be the higher of his/her rolling average of the last three (3) years of student growth rating (rounded to nearest whole) or the last year’s student growth rating. In the event the student growth measures do not exist, the growth measures rating will be exempt.
  6. Where there is no growth measure, because the teacher failed to administer the assessment or failed to create an SLO and/or implement an approved SLO, the teacher will default to the least effective rating (1) for that missing growth measure.
  7. 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.
- L. The TDES Steering Committee (see Appendix U) 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.
- M. Teachers on assignment will receive a rating of “Skilled” until such time as an evaluation tool is developed and implemented by the TDES Steering Committee.
- N. The CTU President will receive an annual rating of “Skilled.”

**Section 2. TDES Timelines/Procedures**

- A. Teachers new to CMSD must attend a minimum of six (6) hours of training (Introduction to Framework for Teaching), which shall be scheduled by the District within their first twenty 20 work days. The first evaluation event will take place following the training window.
- Paraprofessionals new to the District must attend a minimum of three (3) hours of training which shall be scheduled at a minimum on a quarterly basis. The first evaluation event will take place following the training window.
- B. No evaluation or conference will be scheduled on the last day of the semester unless unusual conditions exist.

C. 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 (1) 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 (1) walk-through and the formal announced observation will occur during the first semester. Two (2) walk-throughs and the formal unannounced observation will occur during the second semester. (See Appendix U.)
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 walk-through and a follow-up conversation is not mandatory.

If the evaluator is looking for evidence of off-stage domains, one of the walk-throughs can be a *conversational walk-through* in which an evaluator will discuss with the professional the off-stage components of TDES. A conversational walk-through counts as a walk-through event.

3. A formal announced observation process includes a pre-conference, formal observation, and post-conference. The formal, announced observation process 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 30 minutes.
  - The evaluator will document evidence during the observation.
  - At the conclusion of the observation, or, effective July 1, 2017, as soon as possible, but no later than 24 hours, 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.
  - Effective July 1, 2017, in the event FAO does not occur when scheduled, the original submitted TDES lesson plan and evidence will be used for Domain I. A mutually agreed upon date and time will be rescheduled for the observation and post-conference to capture Domains II, III, and IV evidence.
4. A formal unannounced observation does not include notification of the observation, the TDES lesson plan, or a pre-conference. The formal unannounced observation process 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 Composite Rating 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 “Skilled” 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.
6. A final Teacher Effectiveness Rating (of “Accomplished,” “Skilled,” “Developing” or “Ineffective”) will be completed no later than June 1. Pursuant to Section 1(E) above, no more than fifty percent (50%) of the Effectiveness Rating shall be comprised of multiple measures of student achievement as described above, where such measures exist, and no less than fifty percent (50%) shall reflect the Teacher Composite Rating outlined above. If measures of student achievement based on vendor data are not available by June 1, but become available before the State reporting window closes, but no later than June 30, the data will be used in the final Teacher Effectiveness Rating. Where no measures of student growth are available before the State reporting window closes, but no later than June 30, whichever is earlier, the missing percentage of student growth

data shall be calculated using the default language in Section 1(k) above, if applicable. Any missing student growth data must be calculated using actual previous student data and may not default to a previous default. If all or a part of the growth measures are unavailable, then the Teacher Composite Rating shall be used for that percentage of the missing growth data.

D. Effective July 1, 2017, all other licensed/certificated bargaining unit members (e.g., guidance counselors, psychologists, and other Related Service Providers (RSPs)), and occupational/physical therapy assistants, without regard to contract status, will undergo three (3) formal observation events. The elements of the process are: one Formal Announced Observation (FAO), Document Submission for Domains 1, 2, 3, and 4 (DS-1), and Document Submission for Domains 2 and 3 (DS-2), and a composite conference. DS-1 and DS-2 will take the place of the walkthroughs. An observational walkthrough may be requested by either the professional or the evaluator. However, the observational walkthrough is optional and must be agreed upon by both the professional and the evaluator. The composite conference is not an observation event; it is a cumulative evidence review and determination of a final rating.

1. FAO includes a pre-conference, formal observation, and post-conference. FAO will occur within a ten (10) day cycle. The evaluator will mutually agree with the RSP to establish the time for the pre-conference, observation, and post-conference.

- The ten (10) day window begins when the evaluator and the RSP meet for the pre-conference.
- Once the pre-conference has been scheduled, the RSP will create and upload the service plan.
- The evaluator will review the service 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 30 minutes.
- The evaluator will document evidence during the observation.
- At the conclusion of the observation, or as soon as possible, but no later than 24 hours or noon the following day, whichever is sooner, the RSP will receive electronic notification that the evidence is complete and has been submitted.
- The RSP will review the evidence and may add additional evidence to create a richer and fuller record of the lesson.
- The RSP will submit a self-evaluation of the lesson. The evaluator will then mark areas of agreement with the self-evaluation.
- The RSP and evaluator will meet for a post-conference to discuss any discrepancies in the self-evaluation and the observation evidence. The post-conference will allow both the evaluator and the professional to capture evidence of the off-stage elements, which will be included in the evidence collection.
- In the event FAO does not occur when scheduled, the original submitted TDES lesson plan and evidence will be used for Domain I. A mutually

agreed upon date and time will be rescheduled for the observation and post-conference to capture Domains II, III, and IV evidence.

2. Document Submission 1 (DS-1). The professional will collect and submit evidence of Domains I, II, III and IV, 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, which may be conducted electronically or by phone. At the conference, the evaluator and the professional shall discuss any discrepancies in the self-evaluation and the evidence submitted.
3. Document Submission 2 (DS-2). The professional will collect and submit evidence of Domains II and III, and the above process will be followed.
4. FAO-1 will occur no later than the last day of the second quarter. DS-1 will occur after the FAO is completed, but no later than the last day of the third quarter. DS-2 will occur after the DS-1 is completed, but no later than the last day of the fourth quarter.
5. At the end of the year, 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.
6. Each year, RSPs will receive a Teacher Composite Rating based on the preponderance of the evidence presented from the three (3) formal observation “events” reflecting a level of attainment and sustainment of performance. If a person has a “tie” between “Skilled” 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 RSPs who do not have any (a) “Ineffective” component ratings within the composite or (b) “Developing” component ratings within the composite.
7. A final Teacher Effectiveness Rating (of “Accomplished,” “Skilled,” “Developing” or “Ineffective”) will be completed no later than June 1. One

hundred percent (100%) of the Effectiveness Rating will comprise the Teacher Composite Rating outlined above.

- E. Paraprofessionals will undergo two (2) formal observation “events.”
1. During the first semester, the paraprofessional will collect evidence of Domains I and IV, which report and describe his/her regular practice.
    - The evaluator will notify the paraprofessional of the date evidence must be submitted and the date of the evaluation conference.
    - Following the evidence submission, the paraprofessional 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 paraprofessional for a conference. At the conference, the evaluator and the paraprofessional shall discuss any discrepancies in the self-evaluation and the evidence submitted.
  2. During the second semester, the paraprofessional will collect evidence of Domains II and III, 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 paraprofessional 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 paraprofessional will discuss discrepancies.
  4. The evaluator will create a final composite evaluation no later than June 1.
- F. Instructional Coaches, High School Media Specialists, and Sign Language/Educational Interpreters will follow the same five event process used for teachers as reflected in paragraph C, 1-6 above. A final Effectiveness Rating (Accomplished, Skilled, Developing, or Ineffective) will be completed no later than June 1. One hundred percent of the Effectiveness Rating will be comprised of the Composite Rating outlined in Section C(5) above.

### **Section 3. Professional Growth and Improvement Plans**

Pursuant to ODE’s evaluation framework under O.R.C. 3319.112, all teachers and other professionals will either be on a PGP or a PIP. A PIP is triggered by an overall Composite Rating of “Developing” or “Ineffective.” Additionally, a rating of “Ineffective” in one or more of the power components may trigger interventions to assist teacher development of improved

practice. For classroom teachers, the nine (9) power components have been identified as: 1 c, e, 2 b, c, d, 3 c, d, and 4 b, f. (See Appendix U, Decision Cluster 6.)

#### **Section 4. Mentoring/Resident Educator Mentors/Peer Advisors**

- A. Teachers will be selected by the 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 (2) 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 30 hours of professional development for teachers new to the District over the course of the school year.

Twenty (20) hours of this professional development shall be mandatory. The remaining ten (10) hours shall be voluntary.

One-half (1/2) of the mandatory professional development shall be scheduled by the District, which may include Resident Educator/Alternate Resident Educator Requirements and/or TDES requirements. This professional development will be shared with the CTU.

The other half of the mandatory professional development will be scheduled by the Union to implement the Educational Research and Dissemination (ER&D) Program. The CTU will develop and implement this portion of the professional development. ER&D trainers shall be paid at the Professional Development (In-Service Instructor) rate.

The remaining ten (10) hours will be voluntary and will be self-selected by the teacher based on the needs of the professional.

The mentee teachers shall be paid at the Professional Development (In-Service) rate for each hour of attendance at both the mandatory and voluntary professional development.

Mentor teachers are encouraged to participate in professional development with their mentee where practical as part of their mentor role. The mentor teacher will not receive additional compensation for participation.

- D. New teachers will, at their request, 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 their Mentor teacher or other 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 CTU and CMSD will continue the work started by the CTU/CMSD Induction Committee. This 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 5. Peer Assistance and Review Program**

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 6. 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 15 business days after receipt of the arbitrator's determination that a procedural error occurred.

## **ARTICLE 14**

### **BUILDING/SCHOOL EVENT SECURITY**

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

- A. Representatives of the CTU, Principals, custodians and the central administration will review on an annual basis the standard operating procedures to guide school personnel on security and emergency matters.
- B. Written evacuation plans will be developed and shared at the first staff meeting of each school year. These plans shall address the needs of students with mobility issues. Evacuation plans will be reviewed and updated as needed. Necessary training will be provided.
- C. After the annual review referred to in subsection A is completed, the procedures shall be reduced to writing and shall be distributed to school personnel and explained at the annual faculty meeting on discipline set forth in Article 15, Section 13 of this agreement.

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

- A. When a situation such as trespassing, disorderly or disruptive conduct, or assault and battery occurs at a school or school event, the following procedures are to be followed:
1. The Principal should notify the Division of Safety and Security immediately by telephone. A letter with all details, including the names and addresses of witnesses, should be forwarded to the supervisor of the Division as soon as possible for further action. (In serious assault or battery cases, a copy of the letter must be sent to the Chief Legal Counsel.)
  2. Principals and teachers are advised to undertake the filing of complaints in Cleveland Municipal Court with the assistance of the Legal Department. The Chief Legal Counsel will assign a liaison representative upon receiving the letter of referral if court action is deemed appropriate.
  3. Ohio law requires that court affidavits be filed by the affected parties. The Principal will usually file in matters of trespass or disorderly conduct. In the case of assault and battery, the victim will file.
  4. If the matter is brought to trial, a District representative will be present to assist at the hearing.
- B. Cases involving trespassers who are CMSD students under 18 years of age should be referred to the Division of Safety and Security.
- C. Principals faced with a serious problem, threatening the security of school personnel or property, are authorized to call the police department requesting immediate assistance.
- D. Trespassing regulations shall be enforced for persons other than students, staff and faculty as prescribed in the Board of Education Resolution No. 32827 (Appendix B). All employees covered by this Agreement should become familiar with this resolution.

## **Section 3. Personal Item Safety**

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

## **Section 4. Elementary/PreK-8 Summer Storage**

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

## **ARTICLE 15**

### **POLICY AND PROCEDURES GOVERNING SOCIAL EMOTIONAL LEARNING, STUDENT DISCIPLINE, AND MISCONDUCT**

#### **Section 1. Policy**

Effective discipline, observance of law and order, and respect of the rights of others are necessary so that all pupils may attain the highest degree of quality education. Every pupil has the right to learn, and any act by a classmate which interferes with that right will not be tolerated. Those pupils who deny this right to their classmates and who disrupt classroom and school procedures will be dealt with promptly and vigorously to the full extent of the law and the policies and rules of the District.

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

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

#### **Section 2. Intraschool Assignment**

At all schools wherein a child whose documented disruptive behavior indicates that an alternate class assignment would be beneficial for the child and the learning environment, a teacher may by mutual agreement with another teacher arrange for a transfer of the student. The teacher receiving the child may, in turn, identify one child who could also benefit from an alternate setting and that child shall be placed into the first teacher's class. This request will be honored for up to four (4) children per teacher per school year in secondary schools and up to two (2) children per teacher per school year in elementary schools. To be implemented, this arrangement must be in compliance with teacher class size limits.

#### **Section 3. Behavioral History**

Principals will share in writing appropriate information with 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 O.R.C. 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 teachers of the disposition of the problem.
- 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 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. Removal for Educational Intervention**

A committee comprised of four (4) representatives appointed by the CTU President and four (4) representatives appointed by the CEO shall make recommendations to the CEO and CTU President.

The normal referral process in each school remains in place. Additionally, every classroom teacher shall have the right to exercise a Removal for Educational Intervention (REI) and 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 core classes in elementary or PreK-8 schools, may be removed from that classroom for up to two (2) instructional periods. There will be a simple REI form (Appendix F) 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 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. This form will also be used for the purpose of collecting data regarding the REI process and making data-driven decisions regarding possible improvements to the process. The LMC will conduct a quarterly review of the aggregated data of the REI process. Under no circumstances may a teacher have more than three students removed from his/her class at any one time without the permission of the Principal. The REI shall not be refused. Teachers will be provided training regarding the appropriate use of the REI.

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. Under no circumstances is the student to be returned to that class before the end of the REI 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 room, and will not be used as an office helper, for the appropriate number of REI days. In elementary schools, the administration shall ensure the student attends no scheduled classes, excluding the Planning Center, 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, 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.

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

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

- A. No REI decision by a teacher may be canceled, 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 was appropriate, it is upheld. If the CEO or designee and the CTU President or designee agrees the REI 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 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 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. 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.
- C. 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.
- B. 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, 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 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 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 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 or Battery on an Employee**

- A. A serious assault or battery includes (1) any deliberate inappropriate touching by a student or object that was under control of a student, which causes serious physical, psychological, or emotional harm; or (2) reckless conduct that causes serious physical, psychological or emotional harm.
- B. The procedure to be followed in cases of serious assault or battery on an employee by a pupil in the course of employment is:
  - 1. Responsibility of the bargaining unit member: If a bargaining unit member believes that he or she has been seriously assaulted or battered by a student, the bargaining unit member shall complete a 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 15, Section 10 and 11 Serious Assault, Battery or Menacing Form is included in Appendix F. 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.
  - 2. Responsibility of the Principal/Building Leader after receiving a copy of the Pupil/Employee Incident 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 statements from the employee, 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 two (2) business days of the time the bargaining unit member submits the Pupil/Employee Incident Form. During the investigation, the student shall not be assigned to the impacted bargaining unit member's class.
- 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, Section 10, Serious Assault, Battery or Menacing 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 (10) days and notify the student's parents. In addition, the Principal/Building Leader shall submit the Article 15, Section 10 and 11, Serious Assault, Battery or Menacing 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, Battery or Menacing 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 O.R.C. 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 for 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 (2) working days from the date the bargaining unit member submitted the Pupil/Employee Incident Form to the Principal/Building Leader, if the student is in an elementary classroom, or five (5) 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 32. The bargaining unit member shall, upon request, and consistent with the mandates set forth in FERPA and O.R.C. 3319.321, be provided with redacted copies of the Pupil/Employee Incident 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, Section 10 and 11, Serious Assault, Battery or Menacing 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 member (if still at the school), the receiving member(s), the Chapter Chairperson and the Principal/Building Leader.

- C. 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 CTU on a monthly basis by the Office of Safety and Security.
- D. If the CTU believes that Article 15, Section 10, has not been followed, the CTU may file a grievance pursuant to Section 31 of this Article.

### **Section 11. Menacing**

- A. The procedures for serious assault and battery, set forth in Section 10 above, shall also be followed in cases of serious menacing of an employee by a pupil in the course of employment. For purposes of this section, “Serious Menacing” is defined as the pupil making a threat 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 (10) 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 CTU on a monthly basis by the Office of Safety and Security.
- C. If the CTU believes that Article 15, Section 11, has not been followed, the CTU may file a grievance pursuant to Section 31 of this Article.

### **Section 12. Disciplinary Guideline Committee**

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

- B. The “Student 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 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 personnel responsibilities and their relationship to the school staff. Principals shall be responsible for communicating with the security personnel and/or their supervisor regarding performance concerns.

**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/PreK-8 schools shall have two (2) auditorium programs – one (1) for primary grades and one (1) 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 (2) 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. Intraschool Transfer**

Students shall not be transferred from one class to another within a school after 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 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 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**

A joint HumanWare/Social Emotional Learning (SEL) Committee, of equal CMSD and CTU representatives, will develop early discipline/intervention programs that will include, but not be limited to, character education and managing antisocial 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 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.

## **Section 21. Student Support Teams**

- A. Student Support Teams (SST) are designed to serve as evidence-based teams that utilize a data-driven multidisciplinary problem solving approach to identify and monitor interventions for students.
- B. An SST 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 (7) calendar days of being notified of the opportunity as described in B above.

- 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 participants. 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 Core Team members and the meeting schedule to the HumanWare Executive Committee no later than 14 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 Core Team, may be scheduled as necessary. If there is a need for a meeting beyond the school day, and a CTU member is invited by the SST team, 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 (1) class period (e.g., 50 minutes in PreK-8 schools, 45 minutes in high schools or for the class period length as defined in the AAP) and attendance at 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 a 45-minute period of time.

- E. In elementary and PreK-8 buildings, the Core Teacher representative will be assigned one (1) fewer teaching assignment per week than the maximum number of teaching assignments. In high schools, the Core Teacher representative will be assigned one fewer 45-minute teaching assignment or for the class period length defined by the AAP. The teacher selected for the SST shall have the choice of either being released from homeroom responsibilities daily or he/she can select one period of class coverage per week in lieu of one (1) planning period per week, freeing the Core 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 team 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 (2) 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 23. Mediation and Anti-Bullying Programs**

The District agrees to implement a Mediation Program and an Anti-Bullying Program. The programs shall consist of the following:

- A. The Principal and UCC at each school shall, by written mutual agreement on or before June 1 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 25 students jointly selected by the Mediation Counselor and the Principal in the 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 HumanWare/SEL Committee shall monitor all mediation and anti-bullying efforts in the District, coordinate interschool events and, in general, assist in the development of comprehensive mediation and anti-bullying programs which every 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.

#### **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 25. Student Involvement with Drugs**

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

#### **Section 26. Mobile Patrol Officers**

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

#### **Section 27. 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 28. 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 29. 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 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 30. Planning Center Intervention Program**

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, 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 PCIA's during the first two (2) days of school with students. PCIA's 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 Planning Center 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) PCIA's, which will apply and be mutually selected by the Executive Director of HumanWare and the CTU Paraprofessional Chapter Chairperson. The 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 PCIA's in need of assistance. The Executive Director of HumanWare and CTU Paraprofessional Chapter Chairperson can arrange for these PCIA's 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 interviews conducted. PCIA's in these positions will be provided with professional development on the program's procedures and instructional content. When there are no students assigned to the Planning Center, the PCIA shall complete PCIA-related duties, including filing student information for SEL documentation, mentoring students one-on-one or in small groups (e.g., anger management, conflict resolution), providing behavioral interventions, and responding to early warning signs (de-escalation) in conjunction with the classroom teacher.

The school support personnel employee (psychologist, nurse, or guidance counselor) assigned to the SST by the District shall meet with the PCIA weekly for a period of 45 to 60 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 school, 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 14 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 (2) personal needs times of 15 minutes each, and a 45-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 PreK-8 shall not service more than 15 students within a single class period. Planning Centers servicing grades 9-12 shall not service more than 20 students during any single class period.

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

### **Section 31. Intervention Specialists Assigned to Planning Center**

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. These ten (10) periods per week must be considered when completing staffing for special education. 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 should 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 PCIA.

## **Section 32. Resolution of Grievances Arising under this Article**

- 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 Article 6.
- B. Any grievance alleging a violation of Article 15 shall be filed by the CTU with the Director of Labor Relations, who shall have five (5) work days to attempt to resolve same to the satisfaction of the employee, CTU and the Principal. If such a resolution is not achieved, the CTU may proceed to expedited arbitration under Article 6.

## **ARTICLE 16**

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

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

- A. Grading procedures will be computerized in all schools. Interim progress reports will be computerized in all schools. All IERPs (Individualized Education Remediation Plan) will be totally computerized and generated by the school system.
- B. Teachers shall be notified of the due dates of the Master Timeline for teacher reports and any relevant changes in the Master Timeline as soon as such information is available. Computer forms for grades, interim progress reports and any other report requiring teacher activity will be given to the teacher no less than two (2) full school days before being due. The Principal and the UCC shall mutually agree to any deviation to the items stated above.
- C. No official written reports to parents shall be required except the officially adopted report cards, interim progress reports and other reports as may be required by law.
- D. Report cards and interim progress reports shall be entered into the SBRC system for all reporting periods based on schedule developed annually by the District's Division of Research and EMIS.

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

- A. There will be four (4) marking periods in the secondary schools. The grading periods and attendance periods will be coterminous, if feasible.
- B. Final marks shall be scheduled for collection no earlier than one (1) day before the last day of the semester, provided such grades are subject to change based on the pupil completing or not completing the course requirements.

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

- A. Course content shall be revised for even delivery and accurate student knowledge assessment.
- B. Marks/Grades will be issued each quarter, and credit will be given at the completion of each semester.
- C. All students shall receive interim progress reports.

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

- A. No teacher's grade of a student shall be changed without the written mutual agreement of the teacher and the Principal.
- B. If it is an elementary/PreK-8 teacher's best professional judgment that a child should not be promoted, the child shall not be promoted unless there is written mutual agreement between the teacher and the Principal.
- C. Middle students (grades 7 and 8) shall not be promoted if they do not meet minimum grade-level requirements unless there are compelling reasons. In such instances the teacher shall be informed of the change and associated reason(s) in writing.
- D. A student at the elementary/PreK-8 level who has not been promoted shall not be assigned to the same instructor the following year without permission of the teacher, unless no other practical alternative placement exists within the school. No student at the secondary level who failed any class shall be assigned to the same instructor the following year without permission of the teacher, unless there is no other practical alternative placement within the school.
- E. Students having achieved a passing grade in a class or grade, and having received credit for the class or grade, shall not be scheduled to repeat the class unless both the parent(s)/guardian of the student in the student's home, or the student him/herself if eighteen (18) years old or older, and the teacher all agree it is educationally sound to do so.
- F. If a grade is assigned by a home tutor or any other person besides the classroom teacher to whom the student is assigned, such grade assignment shall be noted as not having come from the classroom teacher, and such note shall be recorded by the administration on the report card and in the student's permanent record card.

### **Section 5. Interim Progress Reports**

- A. One interim progress report will be sent to the parents each grading period. Such interim progress reports are required for all students.
- B. An interim progress report shall be sent at the midpoint of each grading period. Interim progress reports should be sent prior to the end of the eighth week of the fourth marking period.

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

#### **Section 6. Transfer of Overage Students**

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

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

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

#### **Section 8. Grade Books**

- A. Grade books purchased by the teacher are the property of the teacher. The information contained in any grade book or any other method of grade data storage employed by the teacher (including but not limited to computer storage) is the property of the District and represents a confidential assessment of student performance to be shared with a Principal or higher level administrator of the District, other District professionals responsible for the instruction of the student, and the parent/guardian only.

Regardless of the method the teacher chooses to employ to maintain his/her grades, grades as reflected in the grade book shall be available to be shared by the teacher with the Principal and other District professionals responsible for the student's education, including the parent/guardian. Teachers will complete and submit to Principals report cards or grade scan sheets at the close of each marking period. No other group with the exception of law enforcement agencies has any right to receive information from a grade book. A teacher may choose to voluntarily cooperate with any other such request based upon current District policy. The District and the CTU agree to continue to explore online grade reporting systems.

- B. If grade books are collected at the end of the school year, teachers shall have reasonable access to a copier to make a copy of the grade book. If the grade book belongs to the District, the teacher shall retain the copy. If the grade book or other method, including computer storage, belongs to the teacher, the teacher shall make a copy of the grades which shall be retained by the District. The District shall provide a means (e.g., jump drive) for copying grade information to teachers who elect to store grades electronically. The grade book or copy of the information in the grade book or data storage system retained by the District shall be available to the teacher in the next school year.
- C. A student or his/her designee has no right to any grade book information except that which directly relates to him/her.

## ARTICLE 17

### SYSTEM SENIORITY

#### Section 1. Definition

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

#### Section 2. Computation of Seniority

In computing seniority, the following shall be adhered to:

- A. Military service in a time of national emergency, or call to active duty in the armed services, shall be credited as full time in determining seniority when teaching service is interrupted.
- B. In the event of a leave of absence for professional growth, the teacher will be credited for the period of time involved.
- C. In the event of parental leave or any other leave of absence, the teacher shall retain the seniority acquired at the time of taking leave and shall begin with that seniority upon return to teaching.
- D. Teachers who resign their positions and are later reemployed shall lose that seniority acquired before resignation unless he or she is reemployed in a school year consecutive to that of the resignation.
- E. An employee working for the District is earning seniority credit with the District regardless of the source of the funds for all or part of his or her compensation.

#### Section 3. Application

System seniority shall apply as specified in the Agreement.

#### Section 4. Seniority Tie-Breaker

Where, after applying the above procedures, two (2) teachers share identical seniority positions because of the same effective date of employment, the following tie-breakers will be utilized in the following order:

- 1. Effective date of initial (non-break-in-service) regular teaching contract (non-substitute, non-supplementary);
- 2. Length of prior District service in regular teaching position where the break-in-service is for a period of two (2) calendar years or less;

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

## **ARTICLE 18**

### **PROFESSIONAL CONDUCT AND PROCEDURAL PROTECTION**

#### **Section 1. Professional Conduct**

- 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 O.R.C. 3311.80 for two (2) consecutive years.
- C. 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.
- E. 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 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 CEO. Prior to the hearing, the administrator designated by the chief executive officer shall provide the employee with written notice of the allegations and of the right to request representation by the CTU, and copies of any written evidence related to the allegations. The hearing shall be held within a reasonable period of time following the employee's receipt of the written notice of the allegations. 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. Not later than ten (10) business days after the hearing, the administrator designated by the chief executive officer shall notify the 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 CEO.
- G. If the administrator designated by the chief executive officer recommends to the CEO that the 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 CEO shall make a written recommendation regarding discipline at the next scheduled meeting of the board. A copy of the recommendation must be given to the employee and the CTU representative a minimum of one (1) working day prior to the board meeting. However, if the recommendation of the CEO is to increase the discipline recommended by the administrator, the CEO shall meet with the employee and his/her CTU representative prior to transmitting the recommendation to the board. This meeting will not be delayed due to the unavailability of the employee and/or the CTU representative. The board may adopt or modify the CEO's recommendation, except that the board shall not increase the recommended discipline. The board shall notify the employee of any action taken by the board on the CEO's recommendation. Any termination or disciplinary suspension without pay imposed by the board shall take effect immediately.
- H. 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 in this Agreement. The failure of the board, CEO, or administrator designated by the CEO to strictly comply with any procedures established by this 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 employee.
- I. An employee may appeal discipline issued by the District through the grievance procedure.
- J. All disciplinary hearings shall be conducted in a private and professional manner.
- 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 2. Procedural Protection**

- 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 he/she 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.
- B. Before such removal and reassignment occurs, the employee shall meet with the immediate supervisor or Academic Superintendent, be informed of the specific allegations being investigated, and have the opportunity to respond to the allegations. If the immediate supervisor or Academic Superintendent finds sufficient cause, the appropriate Academic Superintendent (only) or the CEO (only) may authorize such an emergency removal and reassignment. Before the end of the next school day, the immediate supervisor or Academic Superintendent shall submit a written notice of the allegations to the employee.
- C. An Academic Superintendent (only) or the CEO (only) shall authorize such 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.
- 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, the right to request representation by the CTU, and copies of any written evidence related to the allegations. 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.

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

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.

- 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.
- F. The timelines delineated above may be extended by written mutual agreement of the District and CTU.
- G. If the alleged misconduct also is the subject of criminal 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 reinstated.
- H. Any reassignment of a regular employee with pay pending an investigation of alleged misconduct does not constitute disciplinary action against that employee.
- I. 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.
- J. An employee's status in procedural protection shall be reviewed at a minimum every 30 calendar days.
- K. 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.

**Section 3. Absence and Tardiness/Early Departure Abuse**

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

**ARTICLE 19**

**LAYOFFS AND RECALLS**

**Section 1. Layoff Guidelines**

No employees shall be laid off until after all normal attrition has been effectuated.

When layoffs become necessary for the reasons set forth in O.R.C. 3311.83(a), the following procedures will be followed:

- A. The District will provide all certificated/licensed District personnel (hereafter “teachers”) with 30 school days’ notice of layoff; provided, however, that an employee must be available for work for those 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 2013-2014 school year will be governed by Appendix S. Layoffs that take effect for related service providers (i.e., non-classroom professionals, including psychologists, guidance counselors, media specialist, school nurses, OTs, PTs, SLPs, etc.) during the 2013-2014 and 2014-2015 school years (unless otherwise modified by Article 13, Section 1(K)), will also be governed by Appendix S.

Any layoffs that do not take effect under Appendix S shall be governed by the following. All teachers (classroom and related service providers) 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 rating 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 rating of “Developing”;
7. Teachers on limited or extended limited contracts with a composite evaluation rating of “Skilled”;
8. Teachers on continuing contracts with a composite evaluation rating of “Skilled”;
9. Teachers on limited or extended limited contracts with a composite evaluation rating of “Accomplished”;
10. Teachers on continuing contracts with a composite evaluation rating 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(C) 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 comprised of three (3) members appointed by the CEO and three (3) 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 and provide an electronic copy to the CTU President. The established list shall be in effect for any layoff from August 1 through July 31 of the following school year. The parties agree the list must be accurate. The list will be corrected as necessary. The CTU President and CEO shall have the right to mutually agree to change this timeline.
- F. If a teacher in the area affected holds alternative certification/licensure, he/she may choose 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.

## **Section 2. Recall**

- A. The teachers whose contracts are suspended by the board pursuant to this 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 (3) 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 B.10 above and shall proceed sequentially through teachers in category B.2 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 contract, to a position requiring a lesser percentage of full-time employment than the position the teacher last held while employed in the District.

- B. The District shall provide the Union with a recall list for employees represented by the Union for each job category in which layoffs 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.
- C. 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 layoff. 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 layoff also shall be placed on the recall list for those teaching areas and with any specialized training or experience denoted. 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.
- 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 layoff becomes effective. The District will offer each employee the appropriate request form to be placed on that list prior to the last day of work of that laid-off employee. Laid-off employees shall be offered such a request form.
- E. However, any employee who is recalled after July 10 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 layoff list may apply for consideration. Until everyone on the layoff 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 Layoff**

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

### **Section 4. Classification Switch**

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

## **ARTICLE 20**

### **ATTENDANCE POLICY**

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

- A. Absence Reporting. The Principal and the UCC shall by written mutual agreement agree to any changes in current reporting practices. Supervisors must inform employees of the absence reporting practices in writing, including where, when, and whom to call when reporting an absence. Employees must report all absences prior to the start of their work time, or as soon thereafter as possible. If an employee fails to report his/her absence, the employee will be considered absent without leave until a reasonable explanation is subsequently provided.
- B. Attendance Recordkeeping. All absences must be reported accurately by the employee on the District's Employee Absence Report Form (Appendix F). The date of the absence and reason(s) must be recorded by school office personnel on the Employee Time Record Form.
- C. Absence Abuse.
1. Definition of Absence Abuse.
    - a. Abuse of sick leave is the use of sick leave for reasons not permitted by law.
    - b. Pattern absence may be an abuse of absence privileges. Pattern absence will be defined as those absences which occur with repetition.

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

### **STEP ONE**

- a. The employee suspected of abusing sick leave will be informed of his/her alleged abuse. An opportunity for explanation by the employee shall be provided and the employee shall be afforded due process. After due process is afforded, if a reasonable explanation is provided, the matter will be considered resolved. If a reasonable explanation is not provided, the employee shall be informed that if the absence abuse persists, disciplinary measures may be taken.
- b. At this step, the supervisor will inquire of the employee whether there is/are specific problem(s) which may be the reason(s) for the employee's absences. If circumstances exist which make the employee reluctant to provide an explanation to his/her immediate supervisor, the employee may request that the matter be transferred to the respective supervisor at the next higher level.
- c. A letter summarizing the conference and its conclusion(s) will be presented to the employee within three (3) working days after the conference has been held.
- d. If a reasonable explanation has not been provided, a copy of the letter summarizing the conference and warning the employee will be sent to the appropriate personnel office after the employee acknowledges receipt of the letter by signing the copy at the appropriate space on the copy which shall state that the employee's signature signifies only the receipt of the letter and not necessarily agreement with the contents. If the employee refuses to acknowledge receipt by signature, the supervisor will so indicate on the letter and secure the signature of a witness who will certify that the employee received the letter and refused to acknowledge receipt by signature.

### **STEP TWO**

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

### **STEP THREE**

If continued absence abuse is suspected, the supervisor will request the employee to attend a predisciplinary hearing. At the hearing, the supervisor will inform the

employee of his/her alleged continued pattern of abuse. The employee will be given an opportunity to present his/her reasons for the absences in question. If after the hearing, the pattern of absence is without reasonable explanation, the supervisor will inform the employee that he/she is being recommended for a three (3) day suspension without pay. The employee will also be warned that future unexcused absences may result in recommendations for termination. The letters of warning and suspension will become part of the employee's file and will follow the letter-filing procedure above. Occurrences of absence abuse shall not be considered for purposes of this regulation after 36 calendar months.

#### **STEP FOUR**

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

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

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

- A. Tardiness/Early Departure Record Keeping. The Principal and the UCC shall by written mutual agreement agree to any changes in current reporting practices. Supervisors must have a written procedure informing employees where, when and whom to call to report tardiness. Each employee who anticipates being tardy must inform his/her supervisor by telephone as early as possible.
- B. Tardiness/Early Departure Abuse.
  1. Tardiness abuse may exist if an employee repeatedly is late without reasonable excuse so that the tardiness recognizably interferes with the employee's performance of assigned duties or disrupts the performance of other employees' duties.

2. Early departure abuse exists when an employee leaves work before the end of the prescribed work day without administrative approval. In an emergency situation, an employee may leave work without administrative approval. If a teacher leaves work early without approval of the supervisor in an emergency situation, it is the teacher's responsibility to insure his/her classes are properly supervised. However, the supervisor will be required to approve/disapprove the early departure upon the return of the employee to work. It is the employee's responsibility to make every effort to contact his/her supervisor to inform him/her of an early departure.
- C. Implementation of Tardiness/Early Departure Abuse Discipline. Once tardiness abuse or early departure abuse has been suspected and documented, the supervisor will follow the procedures set forth concerning absence abuse.

## **ARTICLE 21**

### **LEAVES OF ABSENCE**

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

- A. Employees are allowed sick leave with pay on the basis of their accumulated sick leave (Appendix F).
- B. Each eligible employee shall have 18 sick leave days, 15 of which shall be accumulated at a rate of .75 days per pay period for 20 pay periods or at a prorated accumulation rate based on a percentage of employment. The accrual of these 15 sick leave days shall begin at the first pay period in which payment for ten (10) actual work days are paid. Up to three (3) sick days, on a prorated basis, shall be eligible for use as unrestricted special privilege leave days using the guidelines set forth below. The receipt by all eligible employees of these three (3) days of special privilege leave shall be on July 1 prior to the start of the ensuing school year.
- C. Employees may request the fractional use of sick leave if they are late or must leave early due to illness or medical appointments. Sick leave shall be charged at the rate of .125 days per school period of absence.
- D. Employees may accumulate an unlimited number of sick leave days. (See Article 27, Severance Pay, concerning payment for accumulated sick leave as severance pay.)
- E. An employee who has exhausted his/her sick leave or a new teacher may be advanced up to five (5) days sick leave within the current school year. This advance sick leave must be earned during the remainder of the year. Unearned sick leave charged to an employee will, at the end of the contract year, result in loss of pay for the days unearned.
- F. The District will establish a sick leave bank. All employees may donate sick days. A review board comprised of six (6) representatives named by the Union and six (6) representatives named by the District will be formed. This review board will develop the guidelines for loan distribution. Sick day donations shall be governed by the "Guidelines

for Donating Sick Leave” (Appendix K). The donation must be reviewed by the Principal and then approved by Employee Services and the Payroll Department.

- G. In accordance with Ohio law, the District shall require all personnel to furnish a written, signed statement on forms prescribed by the District to justify the use of sick leave (Appendix F).
- H. Sick leave for night and summer school employees will be allowed from each employee’s accumulated sick leave earned during the regular school year. An employee reporting sick on a regular day assignment will be paid for the night assignment, but a proportionate amount of a day’s sick leave will be calculated by the CFO and deducted from his/her accumulated sick leave in addition to the deduction from his/her accumulated sick leave for his/her day absence. An employee reporting sick on a summer school assignment may use his/her accumulated sick leave, but will have a proportionate amount of a day’s sick leave deducted from his/her accumulated sick leave in a manner to be calculated by the CFO. Teachers shall apply for summer school or night school with the expectation of being present every day for instruction. Teachers absent more than two (2) consecutive days from summer school shall provide, upon request, medical verification or other documentation as necessary to validate the absence. If no such documentation is provided within seven (7) calendar days of the commencement of the absence, the employee may be disciplined.
- I. Employees may use sick leave, upon approval of the responsible administrative officer of the employing unit, for absence due to personal illness, pregnancy, injury, exposure to contagious diseases which could be communicated to other employees, and to illness, injury or death in the employee’s immediate family. O.R.C 124.38 and 3319.141.

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

- A. Employees requesting a leave of absence due to extended illness will use the Leave of Absence Form found in Appendix F. Employees requesting an intermittent leave will use the Leave of Absence form found in Appendix F. Requests for leaves of absence must be submitted to the Talent Department 30 calendar days in advance when the need for a leave of absence is foreseeable. Employees will receive notification of the Talent Department’s determination within ten (10) business days of the receipt of the request.
- B. In both personal and family illness, the employee, upon returning from the leave of absence, has a priority to return to the original assignment or a mutually agreed upon assignment.

**Section 3. Leave of Absence for Professional Study and Military Leave**

Employees requesting a leave of absence for professional study or military service will use the Leave of Absence Form found in Appendix F.

#### **Section 4. Sabbatical Leave**

A. Eligibility Requirements.

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

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

C. Employees requesting a sabbatical leave will use the Sabbatical Leave Form (Appendix F).

#### **Section 5. Jury Duty Leave**

A. When a bargaining unit member receives notification pertaining to jury service from the court, the employee will notify his/her immediate supervisor and the Talent Department so that appropriate arrangements can be made.

B. Employees on jury duty will be compensated at their regular rate of pay for the number of hours regularly worked. To offset costs to the employee, the employee shall retain any compensation received from the court.

C. Employees are required to notify the Talent Department and to report to work if jury duty is canceled for any of the scheduled days.

#### **Section 6. Special Privilege Leave**

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

1. Religious holy days not included in the school calendar.
2. Compulsory court appearance.
3. Marriage in the immediate family, i.e., self, son, daughter, brother, sister, mother, father, member of the immediate household.
4. College graduation, i.e., self, spouse, son, daughter, brother, sister, mother, father, member of the immediate household.
5. School-related conference for employee's child.
6. Taking an employee's child to or picking an employee's child up from college.
7. Clearly specified family emergency.

8. Death of a person not covered by sick leave who was a member of the bargaining unit member's household or otherwise stood in a significant relationship with the bargaining unit member.
- B. Fractional use of special privilege leave shall be allowed in 0.125-day increments.
  - C. Except in an emergency, all requests for special privilege leave must be directed to the employee's immediate supervisor well in advance of the date. Such leave shall be granted without loss of pay and shall not be deducted from the employee's accumulated sick leave.
  - D. Unrestricted Leave.
    1. These days shall not be taken during or before the first full week of student attendance or last ten (10) working days of the school year or the work day before or after a paid holiday or vacation period.
    2. In emergency situations during the times noted in 1, above, approval may be granted by the Principal using the family emergency procedure. Emergency shall be defined as a situation over which the employee has no control and the employee did not participate in the decision for when the event was/is to occur.
    3. Other than as an emergency, special privilege leave days shall not require approval, explanation, or documentation.
    4. This leave shall not need justification or explanation by the employee but the applicant will give two (2) days' notice except in emergency. Written notice must be on file in the payroll office before pay for that day is granted.
  - E. Employees requesting special privilege leave will use the Special Privilege Leave Form found in Appendix F.

## **Section 7. Parental Leave**

- A. An employee requesting parental leave will use the Leave of Absence Form found in Appendix F and provided by the District. An employee shall be granted an unpaid parental leave of absence of up to three (3) years. The employee shall be afforded the opportunity to use accumulated paid sick leave during such parental leave for up to one (1) year, but use of such sick leave shall not extend the parental leave beyond three (3) years. The employee may choose to use or not use accumulated sick leave.
- B. The employee shall notify the Talent Department at least 30 days in advance of the effective date of such leave except when such notice cannot be given because of medical considerations as determined by the employee's attending physician. An employee returning from a parental leave of absence of 12 weeks or less shall be returned to the school assigned prior to the leave of absence. An employee returning from a parental leave of absence of greater than 12 weeks shall be assigned to a comparable position (if

available) in which she/he left with no assurance of return to the original school. An employee returning from a parental leave of absence will retain all system seniority.

- C. A pregnant employee may continue working until such date as she and her physician determine that she should no longer work. There are no restrictions relative to the number of parental leaves that an employee may request. Employees will be entitled to annual increments for each academic year in which they are in pay status for 120 days.
- D. An employee adopting a child under the age of three (3) shall be eligible for parental leave of the same duration as a parent with a newborn. An employee adopting a child between the ages of three (3) and six (6) shall be eligible for parental leave which is the same except all-time references are halved.

### **Section 8. Assault Leave**

- A. Definition. For the purpose of being eligible for an assault leave, an assault is defined as 1) any deliberate inappropriate touching by another or an object that was under the control of another that causes serious physical, psychological or emotional harm or 2) reckless conduct that causes serious physical, psychological or emotional harm in violation of school policies and regulations upon an employee in the course of employment or at a District-sponsored event which results in a physical disability that precludes an employee from working. In order to be eligible for assault leave benefits under this section, the employee must report the assault to the Principal or other District Administrator as soon as possible.
- B. If an employee applies for an assault leave, he/she shall also apply for Workers' Compensation at the same time. Assistance to apply for Workers' Compensation shall be provided by the District to employees who apply for assault leave.
- C. An employee who is unable to work resulting from an assault received in the course of employment, or in the discharge of other official assigned duties for the District, shall be maintained in full pay status, on assault leave, for the period of time set forth in paragraph D herein. Assault leave granted under these conditions shall not be charged against sick leave, earned or unearned.

A certificate from a licensed physician stating the nature of the injury and its anticipated duration should accompany an assault leave form furnished by the District. A copy of the form is found in Appendix F.

Any assault leave extending five (5) days shall be subject to review by a District-appointed physician, including a physical or psychiatric examination at the physician's discretion to justify the use of assault leave. Falsification of either a signed statement or a physician's certificate will be grounds for suspension or termination of employment.

If an employee's absence resulting from assault is covered by Workers' Compensation, the District shall provide the additional compensation that will provide the employee with the same pay rate received at the time of the assault for up to six (6) months from the date of the commencement of the assault leave or the duration of the school year (whichever is

longer). If the payment from the District reduces Workers' Compensation payments, the District will make the employee whole for his or her full pay.

- D. An employee shall be granted an assault leave of up to three (3) calendar months unless the employee has had a claim resulting from the assault approved by the Bureau of Workers' Compensation, in which case the employee shall be granted an assault leave of up to six (6) months or the duration of the school year (whichever is longer). The employee shall be limited to compensation paid through Workers' Compensation after six (6) months or the duration of the school year (whichever is longer).

### **Section 9. Leave of Absence for Parent Teacher Association (PTA)**

Teachers elected as delegates to local, state or national PTA conferences will be entitled to a leave of absence with pay. Up to five (5) teacher delegates will be considered to attend such conferences upon approval of the designated Academic Superintendent. A copy of the form is found in Appendix F.

### **Section 10. Political Leave**

Employees who are appointed or elected to a full-time position with a local, state, or national government shall be granted unpaid leave for the period of time such office is held. After leaving office, the employee shall be permitted to return to a comparable position (if available) with the District with the same seniority and proper placement on the salary schedule, which shall be in accordance with his/her total years of employment recognized at the time of such leave and his/her certification and appropriate college credit. A copy of the form is found in Appendix F.

### **Section 11. Family Care Giving**

Up to one (1) year of unpaid leave shall be granted, upon request, for the purpose of care for an ill family member. Family is specifically defined as child, father, mother, sister, brother, spouse, stepparent, or stepchild. Unpaid leave shall be granted only after all personal leave days and accumulated sick leave days have been used. The employee is entitled to return to a comparable position (if available) in the District. If the employee is in pay status for 120 or more days in the current school year, he/she is entitled to the annual step increase and seniority credit. A copy of the form is found in Appendix F.

### **Section 12. Four-Year Plan**

An employee with more than seven (7) years of seniority in the District may opt for a "Four-Year Plan" by giving written notice to Human Resources at least two (2) weeks prior to the first scheduled pay period of each school year. The Four-Year Plan is defined as follows:

- A. For three (3) consecutive school years, each participant performs his/her regular duties. However, the gross pay for each pay period shall be only 0.75 of the scheduled amount. Employee benefits will remain unaffected.

- B. By April 1 of the third year of the plan, the participant must notify Human Resources as to whether or not he/she will be a member of the staff for the fourth year of the plan. Following such notification, the District will make staffing decisions occasioned by the participant's election.
- C. During the fourth year of the plan, the participant shall not be assigned a position within the District. The participant shall receive at the normal pay interval, mailed to the address of his/her preference, a check to be calculated as follows: The amount of the check shall be equal to 0.75 of the average of the scheduled wage amount of the preceding three (3) years, minus the cost of providing the participant's employee benefits. During this year, no sick days shall be accumulated. All seniority continues to accrue and the participant shall have the right to return to a comparable position at the school he/she left, if available.
- D. The participant's interest in the money withheld from his/her paycheck vests at the end of the third year. Therefore, if, at the participant's discretion, he/she wishes to continue working another year, he/she may make that election by April 1 of the third year of the plan and opt to receive all amounts withheld (less applicable deductions required by law) by July 1 of that year. In such instances, the Four-Year Plan is considered canceled.

**Section 13. Leave Without Pay**

- A. Short-Term Unpaid Leave. Upon five (5) working days' notice, a bargaining unit member may be granted up to ten (10) days' leave without pay, if approved by the Principal and the Chief Talent Officer/designee. If the leave is not approved, the Chief Talent Officer/designee will provide in writing the specific reason(s) for the denial.
- B. Long-Term Unpaid Leave. When an employee has exhausted his/her accumulated sick leave, and is still unable to return to work due to illness or other disability, the employee may request and shall be granted unpaid leave for a period of no more than two (2) school years as provided by Section 3319.13 O.R.C.

**ARTICLE 22**

**SUBCONTRACTING**

**Section 1. Subcontracting**

No work which is or could be performed by members of the bargaining unit without any additional training shall be subcontracted except by mutual agreement between the Union and the District, so long as active employees of the District or employees on a recall list are willing to perform that work. If said employees are unable to complete the job within a reasonable time, then outside services shall be contracted, but only after or simultaneously with all the employees on the recall list in the affected classification being returned to work.

## **Section 2. Purchased Learning Programs**

- A. 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 O.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 O.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.
- B. 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**

**Preamble.** Guidance counselors, LD tutors, nurses, occupational therapists, physical therapists, psychologists, social workers, speech language pathologists and all other educational service providers employed by the District, including art, music and physical education teachers, are entitled to an equitable share in each building's funds and resources for each school year. Building budgets will take into account the needs of each of the educational service providers assigned to that building each school year. Educational service providers will be provided access to the photocopying facilities and computers/laptops available in their building(s). Space will be provided with access to a telephone line, lockable file cabinets and other supplies, as appropriate. In addition, educational service providers will be offered the opportunity to receive appropriate computer training during professional days during the life of this Agreement. Finally, the District will provide school nurses with access to students' emergency information.

### **Section 1. Student Council Advisor in Secondary Schools**

Teachers appointed as Student Council advisors will be given one (1) period per day to work with the Student Council.

### **Section 2. Media Specialists**

- A. Library Committee. A conference-type Library Committee will be formed with Union representatives from the elementary and secondary school libraries to meet on a regularly scheduled basis with the Administrator responsible for Media Services.
- B. Released Time for Library Department Staff of Secondary Schools. The media specialist-in-charge shall be permitted to attend building department head meetings where

there is another media specialist available or under circumstances that the absence of the media specialist-in-charge does not conflict with regular operation of the library. In all secondary schools (high school/special school and middle) the library department will be allotted a total of one half (1/2) day per month of released time, used by only one (1) of the media specialists in each school each month, to examine new books and media to meet the needs of their respective buildings. Scheduling of the released time referred to above will be arranged with the Principal, the media specialist-in-charge and the Supervisor of Media Services. No substitute for this released time will be provided. In buildings with more than one professional media specialist, this time will be shared equally among the professional staff.

- C. Media Specialists. Elementary/and PreK-8 media specialists are responsible for the same number of assignments as regular classroom teachers per day, which includes one management period. Media Specialists in PreK-8 buildings will not be assigned Team time.

### **Section 3. School Nurses**

- A. The District is obligated by statute to defend nurses who are sued for acts arising from their employment unless their actions are manifestly outside the scope of their employment, and to indemnify them against any adverse judgment unless their actions are outside the scope of their employment.
- B. The CTU Nurses Conference Committee will meet with the nursing supervisor(s) on a regular basis during the school year to discuss problems of concern to school nurses.
- C. Every effort shall be made to provide no more than four (4) school assignments for each nurse.
- D. An individual school's IEP schedule shall be made available to that building's school nurse. At the request of the Principal or nurse, the nurse shall participate in the IEP conference for individual students. For any student assigned to a school with a medical condition addressed in an IEP or 504 Plan, the nurse or nurse supervisor shall be a part of, or consulted by, the IEP or 504 Plan Team.
- E. Changes in school assignment shall consider the ability, education, experience, seniority and any other non-arbitrary objective factors that may be appropriate in making such a determination. Such factors shall be published prior to the assignment process.
- F. The school nurse shall be provided a listing of students in alphabetical order for each assigned school by the start of the school year. These listings shall be updated as necessary.
- G. A Joint Administrative and Nurse Committee (JANC) shall be formed with equal representation from the administration and the CTU. This committee shall have the following responsibilities:

1. Draft new procedures and guidelines for required nursing interventions to be used when caring for students with medical problems and make recommendations to the CEO for consideration and implementation of approved recommendations.
  2. Prepare a general statement regarding the District's medication policies and guidelines for the approval of the District. The approved statement and form will be included in the school calendar sent to all parents.
  3. Determine the identification and method of acquisition of other nursing supplies as well as consider current nursing supply inventories.
  4. Provide input in the planning and implementation of any new policies or programs which impact on the nature and scope of nurses' duties or which fall within the purview of the practice of registered professional nursing in the State of Ohio.
  5. Plan a full one (1) day orientation on nursing procedures for all nurses new to the District during the new teacher orientation in August.
- H. Additional funds shall be made available for nursing supplies.
- I. Every effort shall be made to provide telephone extensions in private conference areas of the Health Center in schools.
- J. The articles of this Agreement for teachers, where applicable, shall also apply for school nurses.
- K. Nurses shall be provided 40 minutes of uninterrupted lunch time. Specific time is to be agreed upon with the Principal.
- L. Efforts will be made to:
1. improve the availability of nursing services to students;
  2. improve the articulation between nurses and parents or faculty; and
  3. assist each newly employed nurse in becoming oriented to his/her duties and responsibilities.
- M. Each school health clinic shall have sufficient lockable file cabinets or locks for file cabinets to ensure confidentiality of all District-required health and medical records. The designated nurse and the administration will both have keys for these cabinets and/or locks.
- N. A single call procedure will be established which will enable nurses to report absences in a timely manner. Nurses who will be absent will call prior to 7:00 a.m. to report their intended absence.

- O. No bargaining unit members except school nurses or doctors may be required to dispense medications.
- P. The supervisor of the nurses shall post all extra assignments outside the school day at CMSD events electronically to all eligible nurses. The assignments will be given based on system seniority and compensated at the prorated daily rate.

**Section 4. Speech Language Pathologists/Audiologists**

- A. Speech language pathologists/audiologists shall be required to contact only the school(s) to which they are assigned for that day if they are going to be absent.
- B. The District agrees to post vacant speech language pathologists/audiologists positions.
- C. The following items are relevant to speech language pathologists/audiologists and are appropriate subjects for the Joint Special Education Committee:

Adequate rooms (well-lit and ventilated) and work stations (including a table, chairs, a bulletin board, a chalk board, a mirror and access to an electrical outlet);

Adequate facilities;

Availability of two-channel audiometers and auditory trainers;

Availability of portable pure-tone audiometers;

Availability of portable tape recorders;

Availability of portable auditory training units;

Availability of any other equipment necessary to perform comprehensive hearing and hearing aid performance evaluations;

Lockable file cabinets;

Prompt repair of all equipment;

Secretarial assistance and private telephone access;

Availability of multilevel/multimedia learning materials;

Availability of necessary supplies (including folders, photocopier paper, office supplies, pencils, pens and bulletin board paper);

Equitable distribution of school-based funds; and

Equitable access to copy machines.

## **Section 5. School Psychologists**

- A. School psychologists will be on a 41-week assignment at prorated pay. The District will identify by May 15 of each school year the number of psychologists who need to be called in over the summer. The District will first offer the work to those psychologists by seniority who have applied and are immediately available. If the number of applicants is insufficient or if sufficient numbers of psychologists are not available at the time the work needs to be completed, the District will take the steps necessary to complete the work.
- B. The District will provide the school psychologists with the following conditions at the building level:
  - 1. Lockable file cabinet;
  - 2. Private facilities for conducting evaluations and parent conferences;
  - 3. Telephone in a private setting will be made available for scheduling, parent contact, and confidential conversations regarding students; and
  - 4. Use of duplicating facilities.
- C. Working Conditions at Psychological Services Office.
  - 1. Clerical help;
  - 2. Private work stations;
  - 3. Access to duplicating facilities;
  - 4. Access to computers to expedite report writing and maintain timeline constraints; and
  - 5. Computer scoring on psychometric instruments when applicable.
- D. The Supervisor of Psychological Services and the Psychologists UCC will develop and recommend provisions for the inclusion of psychologists in any review process, including Peer Review if reinstated and if appropriate (i.e., new psychologists are hired).
- E. The proposed evaluation form for psychologists will be considered when revisions to teacher evaluation forms are undertaken.
- F. The following items relevant to school psychologists are appropriate subjects for the Joint Special Education Committee: Confidential work stations, access to computers and input on future software purchases.
- G. Psychologists have the same statutory and contractual due process rights as teachers.

## **Section 6. Transition Coordinator Teacher Consultants**

Transition Coordinator Teacher Consultants will be assigned as required by state statutes and regulations with input from the CTU.

## **Section 7. Guidance Counselors**

- A. When student/guidance counselors enrolled in practicum courses are assigned to a regular school counselor for training, the regular counselor shall be provided the same compensation from the college as that received by teachers assigned to student trainees, per Article 10, Section 7.
- B. Proctors for Saturday testing programs shall be certificated/licensed counselors from home schools or feeder middle/PreK-8 schools.
- C. Full-time counselors will be on a 40-week assignment at prorated pay. The distribution of the 40-week assignment will be determined by written mutual agreement between the Principal and the guidance counselor(s). Head counselors will be on a 42-week assignment and full-time counselors may be offered a 42-week assignment. The distribution of the 42-week assignments shall be determined by written mutual agreement between the Principal and the guidance counselor.
- D. The following items relevant to guidance counselors are appropriate subjects for the Labor Management Council:
  - Private facilities to conduct confidential conferences;
  - Telephone access for contacting parents;
  - Lockable file cabinets;
  - Access to copy machines; and
  - Access to student working materials.
- E. The District will assign counselors to low-performing Elementary/PreK-8 schools based on need, as determined by the administration.

## **Section 8. Social Workers**

Social workers with teaching certificates/licenses shall be compensated on the appropriate teachers' salary schedule. Social workers may apply for reimbursement for District-approved workshop/conference expenses.

## **Section 9. Substitute Teachers**

- A. "Regular substitute teachers" new to the District shall serve a probationary period of ten (10) calendar weeks from their first day of working. During that probationary period, the regular substitute teacher's employment may be terminated, without the substitute teacher

- having any recourse to the grievance procedure and without the need for compliance with Article 8.
- B. Substitute Seniority. Substitutes will be called in order of substitute seniority, except as requested by the Principal or the teacher.
  - C. The assault leave granted to substitutes shall not be considered an interruption in accruing consecutive days of substituting.
  - D. When a substitute has completed 120 days or more during the school year, and is reemployed for or assigned to a specific teaching position for the coming year and holds the teacher certification/license required for the position, he/she will be given a contract as a regular teacher.
  - E. Substitutes who work 120 days in the same school and are hired back for the next school year are eligible for health benefits on their first day of work in that school year.
  - F. Substitutes who are assigned to a specific position and who submit written confirmation that they are working towards certification/licensure appropriate for that assignment shall be paid five dollars (\$5.00) per day above the highest substitute pay rate.
  - G. A Principal has the option to request a substitute teacher not return to the school. This request must be made to Human Resources on the proper form (Appendix F) and within two (2) working days of the substitute's assignment to the school. Within five (5) working days of receiving the "do not return" form, Human Resources will send to the substitute a copy of the submitted allegation and directions on how to respond to the allegation. (See Article 7, Section 2 of this Agreement.) This response must be initiated by the substitute in a written rebuttal and submitted to Human Resources within five (5) working days of the receipt of the notification. When a substitute within one (1) school year receives three (3) "do not return" forms from three individual schools, Human Resources will conduct a hearing with the substitute to discuss this issue with the substitute and Union representative. Following this hearing, Human Resources will determine if remedial action is necessary. This action may include job assistance or non-reappointment by June 1.
  - H. Substitute teachers must be notified by June 1 via certified mail of their non-reappointment for the ensuing school year. Those substitutes reappointed will be notified of their reappointment by June 30 of every year. Neither an interview nor submission of another employment application is necessary if a substitute teacher is reappointed for another school year. Substitute teachers who have had a one (1) year or more lapse in service with the District must be interviewed, fingerprinted for a criminal background check, provide a valid teaching certificate/license and complete all new hire forms.
  - I. Substitute teachers have the ability to notify Human Resources of the days that they are not available to work. (Please refer to the substitute manual.) Any substitute teacher who refuses ten (10) assignments in one (1) semester will lose his/her seniority for the purpose of being called for employment via Substitute Employee Management System

(SEMS). Principals, teachers and substitutes are not authorized to make or change assignments without mutual agreement.

- J. The CTU and CMSD will annually review the substitute manual which provides an overview of District guidelines, procedures, and expectations regarding substitutes. Annually, the CTU and CMSD will jointly plan and present one (1) day of professional development/orientation to all substitutes regarding information in and related to the developed manual. This professional development is mandatory for all substitutes, and all substitutes are required to have the professional development prior to their first assignment every year. Compensation will be at the substitute's negotiated daily rate.

#### **Section 10. Learning Disability Tutors**

- A. Year's credit = 600 hours (120 days x 5 hours/day). LD tutors will have temporary contract status. Recall will be based on seniority.
- B. The LD tutors' salary schedule is intended to supersede any statutory requirement that LD tutors be placed on the teachers' salary schedule.
- C. A written contract shall be issued to each LD tutor within 60 days of ratification of this collective bargaining agreement and each subsequent year.
- D. Upon request, LD tutors will be placed in the applicant pool for a teaching position for which they are properly certificated.
- E. LD tutors shall be employed on the same calendar as classroom teachers. They will have the Wednesday before Thanksgiving off and will be required to attend the building-scheduled parent/teacher conferences when their school holds these hours.
- F. If additional hours become available for LD tutors, the most system senior tutor available in the building will be offered those hours.

#### **Section 11. Occupational Therapists**

- A. The practice of occupational therapists employed by the District shall be guided by the Ohio Department of Education and the Ohio Division of special education laws and rules governing the practice of occupational therapy in the schools.
- B. The JSEC may propose policies, protocols, procedures and other guidelines not in conflict with the Model Policies and Procedures for the Education of Children with Disabilities, Ohio special education Rules and Federal Statutes and regulations for school-based occupational therapists.
- C. Occupational therapists shall be provided a 40-minute uninterrupted lunch.

## **Section 12. Physical Therapists**

- A. The practice of physical therapists employed by the District shall be guided by the Ohio Department of Education and the Ohio Division of special education laws and rules governing the practice of physical therapy in the schools.
- B. The JSEC may propose policies, protocols, procedures and other guidelines not in conflict with the Model Policies and Procedures for the Education of Children with Disabilities, Ohio special education Rules and Federal Statutes and regulations for school-based physical therapists.
- C. Physical therapists shall be provided a 40-minute uninterrupted lunch.

## **Section 13. Basic Skills Reinforcement Teachers**

- A. Basic Skills Reinforcement (BSR) teachers have the same statutory and contractual due process rights as teachers.
- B. BSR teachers will work the same number of days as public school teachers. The District will provide a location if a teacher's site is closed and days need to be made up at the end of the year. Calamity days at non-public school sites will be handled as a public school site closing.
- C. BSR teachers are to be afforded the opportunity to participate in the same number of in-service workshops and professional days as public school teachers.
- D. For the purpose of this Agreement, the BSR program administrator will replace the Principal.

## **Section 14. Peer Instructional Coaches**

The District and the CTU have agreed to the following provisions regarding certain terms and conditions for employment for bargaining unit members selected as Peer Instructional Coaches. The immediate supervisors for these coaching positions will be assigned by the District and those names will be shared with CTU.

- A. Teachers selected as Peer Instructional Coaches will possess five (5) years or more of successful teaching experience within the CMSD.
- B. Teachers selected as Peer Instructional Coaches shall be required to engage in identified professional development outside the regular school day and school year, including AFT/ER&D Reading or Mathematics components. However, this professional development time shall not exceed the equivalent of 15 professional development days and shall be in addition to the professional development provided for in Article 9, Section 2. Participants shall be paid at the appropriate in-service rate.
- C. The CTU and the District shall each appoint two (2) members to a four (4) member interview team that interviews and selects the teachers for the positions. Assignments for

those teachers selected shall be determined by the District. Teachers may be assigned to more than one (1) worksite but no more than three (3) worksites.

- D. Upon agreement of the CTU and the District, a teacher selected as a Coach shall be returned to a classroom position. In addition, any teacher selected as a Coach who requests to return to a classroom position must submit that request in writing to both the CTU and the District by the first Friday in May. Coaches who return to a classroom position will be treated as Necessary Transfers as per Article 12, Section 2.
- E. Teachers selected as Coaches will not be eligible for summer school employment.

### **Section 15. Career and Technical Education Teachers**

- A. Middle grades/middle schools may include career and technical education courses as part of the menu of Encore/ESP classes available.
- B. Beginning in the 2017-2018 school year, the District and the CTU shall survey parents and students as to types of career and technical courses that should be offered. This data will be considered as the District considers future course offerings for students.

### **Section 16. Home Tutoring**

Home tutoring positions shall be posted at the beginning of each school year. Home tutors will be selected from the pool of applicants generated by the posting based on certification/licensure and seniority.

### **Section 17. Job Sharing**

Two bargaining unit members who wish to job share may do so if the following criteria are met:

- A. Job sharing shall refer to a voluntary option available for teachers and/or related service providers to share one (1) full-time teaching position and/or one (1) full-time funded assignment.
- B. Priority for job sharing opportunities shall be given to teachers and/or related service providers with a greater number of total years of seniority.
- C. The total number of job sharing teachers and/or related service providers shall not exceed 80 District-wide, i.e., 40 pairs per year, unless increased by mutual agreement between the CEO and CTU President.
- D. It shall be the responsibility of the teacher and/or related service provider to find the job sharing partner. No teacher and/or related service provider shall be required to job share.
- E. Partnerships must be formed no later than April 1 to be implemented for the following year. Partnerships of related service providers may be formed as needed throughout the school year.

- F. Teachers and/or related service providers shall acquire one (1) year's seniority for each year of job sharing work.
- G. Job sharing partnerships must last through one (1) full school year and are subject to the approval of the Principal(s) for teaching positions or the Chief Talent Officer or his/her designee for related service providers.
- H. The salary of the job sharing teacher and/or related service provider shall be the percentage of that teacher's and/or related service provider's salary as set forth in this Agreement which represents a percentage of the job that the teacher and/or related service provider performs.

The job share partners shall collectively be entitled to benefits for one full-time equivalent. The partners may elect to prorate benefits or agree that one partner collect full benefits. If both partners decline benefits, the opt-out will be prorated.

For example, if two (2) teachers and/or related service providers equally share a position, each teacher and/or related service provider will be paid 50% of the salary she/he would otherwise earn and be entitled to 50% of the total benefits paid by the Board under this Agreement. Any difference between 100% paid coverage and the pro rata entitlement shall be paid by the teacher and/or related service provider via payroll deduction. Additionally, the job share partners could agree that one partner receive 100% paid coverage and the other partner forego coverage.

- I. Assignments shall be divided equally, unless a different agreement is reached between the teachers and the Principal (teaching position), or the related service providers and the Deputy Chief of Human Resources/designee (related service positions).
- J. Both job sharing teachers and/or related service providers must attend parent conferences scheduled by their school.
- K. Between them, job sharing teachers and/or related service providers shall be responsible for performing a full-time equivalency of instructional and supervisory assignments.
- L. To be considered for job sharing, the interested teachers and/or related service providers must submit a written proposal detailing how the proposed arrangement will work. This proposal shall explain how their educational philosophies are compatible and how they will share a full-time equivalent load of performance responsibilities for attendance and participation in meetings, etc.
- M. When a necessary transfer affects one member of a job share, the transfer shall be determined by system seniority of the least senior job share partner. That is, both partners will be transferred if the least senior partner is transferred.

## **Section 18. Title I**

The Title I staff shall perform duties consistent with the educational priorities of the school as established in the building's Title I school-wide plan or AAP.

## **Section 19. Medicaid**

Bargaining unit members, including but not limited to nurses, occupational therapists, physical therapists, speech language pathologists, social workers, and psychologists, are required to complete Medicaid reimbursement documentation and perform other related tasks as applicable. The administrator responsible for scheduling such personnel shall include at least one-half (1/2) hour per week per provider for completion of such duties.

## **Section 20. Differential Positions**

A maximum of two (2) annual differentials will be paid to a bargaining unit member. However, if there are no qualified applicants, a maximum of four (4) differentials (no more than three (3) of which are coaching activities) may be paid to any one bargaining unit member. A regular contract teacher who has a differential position and who receives an extension on the regular contract will not receive additional prorated differential compensation because of the regular contract extension.

- A. Differential Applicants and Clarification. Differential positions listed in this Agreement are reserved for qualified members of the CTU bargaining unit. Only after a vacant differential position has been timely posted in each school building and the CTU office and no qualified member of the CTU bargaining unit applies for a listed differential may it be awarded to someone not in the CTU bargaining unit.

If a differential position is filled by someone other than a CTU bargaining unit member, that position shall be considered vacant at the end of the school year and again posted in each school building and the CTU office.

However, each year before the close of the school year, the CTU President and CEO may, by written mutual agreement, identify up to but no more than three (3) specific individual differential positions held by non-CTU bargaining unit members in the District which are not deemed vacant.

Differentials shall be paid at the rate set forth in Appendix A.

The Principal and UCC in each building may determine to allocate funds from differentials specifically authorized for their building if those differential positions, while authorized, are not to be filled for the coming school year. Such determinations are to be made on an annual basis with written notice of the Principal and UCC agreement to the Deputy Chief of Human Resources and appropriate Academic Superintendent.

A person cannot be brought into a school to take the teaching position of someone already there. Differentials are without regard to teaching position; selection for a differential position does not carry with it a teaching position in the school. Wherever possible, Department Heads shall be selected from within existing staff.

Consistent with the Agreement, differential positions shall be determined by written mutual agreement between the Principal and the UCC.

Individuals with differential positions, with the exception of the positions of Department Head, Core Team Leader, Subject Area Specialist, Team Leader, ESP Liaison, and Special Education Liaison, shall be afforded the same contract rights as teachers under limited contract. A Differential Evaluation Committee comprised of three (3) individuals from CTU and three (3) from CMSD will be formed to develop the evaluation process for all differential positions except for those selected/elected positions above. The committee will make recommendations to the LMC. All bargaining unit members awarded a differential position shall fulfill all the job requirements of the differential position. Failure to do so may result in disciplinary action as outlined in Article 18.

B. Differential Positions: Requirements and Responsibilities.

1. Department Heads, Core Team Leaders, Team Leaders, Subject Area Specialists, Special Education Liaisons, ESP Liaisons, Head Teachers (residential schools).

- a. Department Heads, Core Team Leaders, Team Leaders, Subject Area Specialists, Special Education Liaisons, and ESP Liaisons will be selected every two (2) years by a process established by written mutual agreement between the UCC, Principal, and individual department teachers. For all Department Head positions made vacant by transfer, retirement or promotion, etc., the Department Head position will be posted, and all members of the individual department shall have the opportunity to serve on a selection committee provided they are not members of the applicant pool. Head teachers shall be considered Department Heads and will be subject to the same selection process with the Principal's role assumed by the appropriate administrator.
- b. Involvement in Administration.
  - i. When a teaching vacancy occurs during the school year in a department, the recommendations of the Principal and the Department Head regarding the replacement will be considered by the supervisors of organization in Human Resources.
  - ii. Recommendations of Department Heads in the selection of supplementary books and materials which are more relevant to the needs of their students are to be considered whenever purchases of such are to be made.
  - iii. Department Heads, Subject Area Specialists, Special Education Liaisons, and ESP Liaisons are to receive strong support from the administration regarding their departmental duties.
- c. Orientation. New Department Heads, Subject Area Specialists, special education Liaisons, and ESP Liaisons are required to attend three (3) to six (6) responsibility orientation sessions which will encompass the following:
  - i. Duties and responsibilities of the Department Head;

- ii. Departmental finances, ordering, invoicing, selection of materials, etc.
  - d. Department Heads, Core Team Leaders, Subject Area Specialists and Special Education Liaisons, and ESP Liaisons are to report to their schools all day Thursday and Friday of the week preceding the opening of school and will be paid on a prorated basis according to their ensuing year's annual contract salary.
  - e. Department Heads, Core Team Leaders and Special Education Liaisons, except in PreK-8 schools, shall have no homeroom. Subject Area Specialists shall have a homeroom.
  - f. In departments where no Department Head, Subject Area Specialist or Special Education Liaison (as appropriate) has been identified, the duties of the Department Head, Subject Area Specialist or special education Liaison (as appropriate) will be assumed by the administration of the school.
  - g. High School Department Heads shall have the same duties and responsibilities as the Subject Area Specialists and/or the Special Education Liaisons as in PreK-8 schools. (Refer to Article 23, Section 20(B)(2) b and c.)
2. All middle schools/middle grades shall have Core Team Leaders, Subject Area Specialists (to replace Department Heads in math, science, social studies and English), and Special Education Liaisons (to replace Special Education Department Heads).
- a. The responsibilities of the Core Team Leader shall be:
    - i. function as a liaison between the administration, core team, and other core teams;
    - ii. provide leadership to collectively achieve the core team and school goals;
    - iii. facilitate and coordinate all core team activities;
    - iv. develop core team goals; and
    - v. monitor and interact with all budgetary matters relevant to the core team.
  - b. The responsibilities of the Subject Area Specialists, Special Education Liaisons, and Department Heads shall be:

- i. attend District-wide subject area meetings, as well as in-service activities relevant to the subject area in question;
- ii. communicate regularly with appropriate building staff about subject area concerns;
- iii. provide ongoing in-service and assistance to teachers in delivering the curriculum to improve student outcomes through joint lesson planning, modeling, peer coaching, team teaching and feedback. When there is mutual agreement between the building Principal and PreK-8 Subject Area Specialist, special education Liaison, or High School Department Head, one or all of the above duties will be provided, on an as-needed basis, through coverage or compensation of unassigned time;
- iv. work with other Subject Area Specialists and/or Department Heads in the building to promote interdisciplinary and integrated thematic units;
- v. assist in selecting materials appropriate for the subject area; and
- vi. maintain an inventory of subject area supplies and instructional materials.

Subject Area Specialists in middle school/middle grades, excluding PreK-8 buildings, shall be released for a minimum of five (5) periods per week.

- c. The responsibilities of the special education Liaison shall be:
  - i. attend District-wide special education meetings and communicate regularly with appropriate building staff to disseminate relevant information about special education;
  - ii. attend meetings with the appropriate Special Education Supervisor, Principal, Core Team Leaders, and Subject Area Specialists as needed;
  - iii. assist the testing coordinator on coordinating state and District-wide testing accommodations for special education students;
  - iv. assist intervention specialists in the development of IEPs as requested by the building administrator; and
  - v. maintain an inventory of special education supplies and materials, and develop procedures for distribution, collection, storage, and replacement of same.

3. Athletic Coaches/Athletic Directors.
- a. All Athletic Coaches and Directors (except as in (b) below) will be responsible for a homeroom and 30 assigned periods per week.
  - b. The Senior High Athletic Director shall be relieved of homeroom duties.
  - c. Athletic Directors may not coach any sports activities.
  - d. The starting date for fall football practice will be determined by the Ohio High School Athletic Association.
  - e. Coaches 2/19ths – The existing practice of compensation will be maintained with no expansion. The District has no current intention to require additional summer practice, beyond two (2) weeks, (four (4) weeks for football coaches and A.D.s); however, should the District require additional summer practice, the District agrees to negotiate with the CTU for the appropriate compensation.
  - f. A head coach shall have the option of teaching in the school where he/she coaches, except when school staffing authorizations are impacted within seniority guidelines.
  - g. A Coaches Review Committee will be formed comprised of representatives from each sports program and athletic directors. This group will revise the compensation schedule for coaching differentials according to the following guidelines:
    - i. Compensation shall not exceed budget allocation for coaching differentials and extended time.
    - ii. There will be no compensation differences between male and female sports having an equal number of players, games, and length of season.
    - iii. No sports program offered by the District shall be eliminated to increase compensation for another sports program. Programs eliminated as a cost savings/reduction measure by the District shall reduce the overall allocation by the cost of the program.
    - iv. The Coaches Review Committee will present compensation proposals to the Senate Athletic Council/Athletic Department.
    - v. The Coaches Review Committee will submit proposals to the LMC for approval.

- vi. If no agreement can be reached, the schedule for coaching differentials in this Agreement as of September 1, 1987-1990 will remain in effect.
4. Senior High Dramatics Director. Senior High Dramatics Director will be responsible for:
- a. Thirty (30) assigned periods per week. The assigned periods must include a minimum of one (1) period of Drama I and one (1) period of Drama II each day.
  - b. If the dramatics director is responsible for the stage throughout the school year, the director may be released from homeroom.
  - c. One (1) major production per semester. (A full-length play, operetta, musical comedy, etc., of approximately two (2) hours in length.) If the school prefers to have one (1) major production per year, the director will be paid one-half (1/2) the annual differential.
5. Senior High Band Director. Senior High Band Director will be responsible for:
- a. Thirty (30) assigned periods per week.
  - b. Homeroom.
  - c. The marching band at all football games (except out-of-the-city games when the school administration does not choose to send the band).
  - d. Providing music for a minimum of four (4) programs per year outside the normal school day.
  - e. Beginning with the 2007-2008 school year, when a vacancy occurs, this position will be filled through an initial interview and audition process, facilitated by the District-wide Music Director followed by an interview at the building level.
  - f. These work assignments may include multiple worksites.
6. Senior High Orchestra Director. Senior High Orchestra Director will be responsible for:
- a. Thirty (30) assigned periods per week.
  - b. Homeroom.
  - c. Providing music for a minimum of four (4) programs per year outside the normal school day.

- d. When a vacancy occurs, this position will be filled through an initial interview and audition process, facilitated by the District-wide Music Director followed by an interview at the building level.
  - e. These work assignments may include multiple worksites.
7. Senior High Intramural Director. A separate director may be appointed for boys' activities and girls' activities. Senior High Intramural Director will be responsible for:
- a. Thirty (30) assigned periods per week.
  - b. Homeroom.
  - c. Scheduling 60 hours of activities per semester, either before or after school, or a combination of both.
  - d. Scheduling a minimum of three (3) different sports or activities per semester.
8. Senior High Newspaper Advisor. Senior High Newspaper Advisor will be responsible for:
- a. Thirty (30) assigned periods per week. The assigned periods must include one (1) or more single periods of Journalism I and one (1) double period of Advanced Journalism each day.
  - b. Homeroom.
  - c. The advisor should not be assigned more than three (3) daily preparations, including the Journalism I preparation.
  - d. A minimum of six (6) issues per semester.
9. Senior High Vocal Music Director. Senior High Vocal Music Director will be responsible for:
- a. Thirty (30) assigned periods per week.
  - b. Homeroom.
  - c. When a vacancy occurs, this position will be filled through an initial interview and audition process, facilitated by the District-wide Music Director followed by an interview at the building level.
  - d. These work assignments may include multiple worksites.
  - e. A minimum of six (6) performances per year, outside the normal school day.

10. Senior High Yearbook Advisor. Senior High Yearbook Advisor will be responsible for:
  - a. Thirty (30) assigned periods per week.
  - b. Homeroom.
  - c. A minimum of one (1) yearbook per year.
11. Senior High Cheerleader Sponsor. Senior High Cheerleader Sponsor shall be responsible for:
  - a. Thirty (30) assigned periods per week.
  - b. Homeroom.
  - c. Providing cheerleaders and being in attendance at all football and basketball games (except out-of-the-city games when the school administration does not choose to send the cheerleaders).
  - d. Participating in the Student Activities Program-sponsored competition.
12. Senior High High-Stepper Sponsor or Drill Team Sponsor. Senior High High-Stepper Sponsor or Drill Team Sponsor shall be responsible for:
  - a. Thirty (30) assigned periods per week.
  - b. Homeroom.
  - c. Performing at a minimum of eight (8) home athletic events and/or performances.
  - d. Participate in the Student Activities Program-sponsored competition.
13. Senior Class Advisor. Senior Class Advisor in high schools shall be released for one (1) class per day.
14. Middle Intramural Director. A separate director may be appointed for boys' activities and girls' activities. The Middle Intramural Director shall be responsible for:
  - a. Thirty (30) assigned periods per week.
  - b. Homeroom.
  - c. Scheduling 60 hours of activities per semester, either before or after school, or a combination of both.

- d. Scheduling a minimum of three (3) different sports or activities per semester.
15. Middle Newspaper Advisor. Middle Newspaper Advisor will be responsible for:
- a. Thirty (30) assigned periods per week. The assigned periods must include one (1) Beginning Journalism class each day.
  - b. Homeroom.
  - c. A minimum of three (3) issues per semester. In case of mimeographed newspaper, the total amount of copy per issue must equal a four (4) page printed newspaper.
16. Middle Dramatics Director. Middle Dramatics Director will be responsible for:
- a. Thirty (30) assigned periods per week.
  - b. If the dramatics director is responsible for the stage throughout the school year, the director may be released from homeroom.
  - c. One (1) major production per semester (a full-length play, operetta, musical comedy, etc., of approximately two (2) hours in length). If the school prefers to have one (1) major production per year, the director will be paid one-half (1/2) the annual differential.
17. Middle Instrumental Music Director. Middle Instrumental Music Director will be responsible for:
- a. Thirty (30) assigned periods per week.
  - b. Homeroom.
  - c. Providing music for a minimum of four (4) programs per year, outside the normal school day.
18. Middle Vocal Music Director. Middle Vocal Music Director will be responsible for:
- a. Thirty (30) assigned periods per week.
  - b. Homeroom.
  - c. Providing music for four (4) performances per year, outside the normal school day.
19. Middle Cheerleader Sponsor. Middle Cheerleader Sponsor shall be responsible for:

- a. Thirty (30) assigned periods per week.
  - b. Homeroom.
  - c. Performing at a minimum of five (5) home athletic events and/or performances.
  - d. Participating in the Student Activities Program-sponsored competition.
20. Middle High-Stepper Sponsor or Drill Team Sponsor. Middle High-Stepper Sponsor or Drill Team Sponsor shall be responsible for:
- a. Thirty (30) assigned periods per week.
  - b. Homeroom.
  - c. Performing at a minimum of five (5) home athletic events and/or performances.
  - d. Participating in the Student Activities Program sponsored competition.
21. Elementary Safety Council. The Elementary Safety Council Sponsor shall not be a bus coordinator, except by mutual agreement of the Principal and the sponsor. Elementary Safety Council Sponsor will be responsible for:
- a. Creating and supervising an effective Student School Safety Council.
  - b. Organizing and supervising School Safety Patrol.
  - c. Conducting bimonthly meetings with entire membership.
  - d. Preparing and participating in school “Awards Programs.”
22. Elementary Building Differentials. A joint CTU/District subcommittee will be formed to determine the allocation of funds for Grade-Level Chairpersons of \$400,000.
- a. There shall be in every elementary school (defined as a site with Pre-K/K-5 grades) differential positions called Grade-Level Chairpersons. The number of Grade-Level Chairperson positions in each elementary school shall be determined by written mutual agreement between the Principal and UCC. Grade levels may be grouped or clustered together (e.g., K&1, or 1-3, or 4&5, etc.) for purposes of this Agreement.
  - b. Grade-Level Chairpersons shall be elected on an annual basis from among the homeroom teachers in each grade or grade cluster by a secret ballot vote of the teachers in that grade level or cluster.

- c. The Grade-Level Chairperson shall act as the liaison between those grade-level teachers and the building administrator(s), coordinate activities and information for the respective grade level(s), collect and maintain data relative to the grade-level assessments, and help acclimate teachers new to the grade(s).
- d. Compensation shall be based on the number of homeroom teachers in the grade level/cluster. All such compensation shall be paid by separate check following the completion of the school year but no later than July 15 of each year.

## **ARTICLE 24**

### **WORKING CONDITIONS FOR SPECIAL GROUPS NON-CERTIFICATED PERSONNEL**

Non-certificated personnel include all paraprofessionals.

#### **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, but not to perform office clerical duties. The term “paraprofessionals” excludes social workers and sign language/educational interpreters and includes the following classifications:
  - 1. English Language Learners (ELL) Aide. Employees who possess skills or training to meet the specific educational needs of students when English is their second language (e.g., bilingual education).
  - 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 support for students identified with disabilities being served under IEPs).
  - 3. Educational Aide. Employees who are trained to provide assistance in the implementation of broad educational programs, and 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.
  - 4. Parent Mentor Aide. Employees who serve as liaisons between parents and the District 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.

6. Attendance Liaisons. Employees who assist with identifying and addressing the needs of students who are frequently absent or tardy.
    - a. Attendance Liaisons are not required to transport pupils or staff.
    - b. 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.
  7. Hearing Officers. Conduct hearings with students referred to the Office of Student Hearings and Appeals; ensure students are afforded due process; determine disposition and make recommendations regarding discipline; assist in the development and implementation of intervention strategies following discipline hearings; make referrals to schools/community resources.
  8. Technology and Educational Support Assistant. Assists students with technology needs; sets up access to computer programs; provides basic technical assistance and troubleshooting for students, teachers, classrooms, and technology labs. Technology and Educational Support Assistants can be assigned to serve a single classroom/lab or multiple classrooms/labs. Technology and Educational Support Assistants cannot be assigned to directly supervise students in lieu of a certificated/licensed classroom teacher. This position is separate and distinct from the District's Instructional Technology Manager position which is a non-bargaining unit position.
- B. When paraprofessionals are employed under a federal or state program, the job responsibilities shall be defined as in the program guidelines.
  - C. Paraprofessionals shall be subject to a 60-day probationary employment period beginning with their initial date of employment. 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. Paraprofessionals shall have the same rights concerning their files as teachers have for their Human Resources files.
  - E. Seniority for paraprofessionals shall be the number of consecutive years of employment within the classification in the District. In computing paraprofessionals' 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 reemployed 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.
- F. When paraprofessional layoffs are necessary, seniority within classification shall prevail. Paraprofessionals shall be laid off first in inverse order of seniority within the classification.

An exception to the seniority-based layoff procedure described above shall be made in the case of the layoff of English Language Learners (ELL) Aides. ELL Aides shall be laid off in the reverse order of system seniority within the language of assignment. Language needs shall be determined by the District.

When positions for paraprofessionals are available, priority will be given in order of classification seniority to those who have been laid off before consideration to new applicants is given. Further, where a laid-off paraprofessional has the ability and the qualifications, he/she shall have priority over a new applicant to any open paraprofessional position.

- G. Paraprofessionals are assured employment for the school year in which they are employed, but not necessarily at the same job site. Every month, a list of paraprofessional open positions shall be sent to each building, to the CTU office. The list shall show the building and the classification of disability category including the grade span. Paraprofessionals shall have the same opportunity for open positions and for Necessary and Special Transfer rights as teachers in Article 12.
- H. Effective with the 2017-2018 school year, within the first ten (10) days of a paraprofessional's initial assignment, or when there is a change in assignment of disability category (e.g., move from MH to ED or OH), a paraprofessional, upon request to his/her building Principal, will be given the opportunity to job shadow for up to two (2) days with a paraprofessional who is assigned to a classroom and has the same responsibilities and job duties as the new assignment. Recommendations for job shadow opportunities will be through collaboration between the special education department and the Talent Department. The Talent Department will notify Principals when the job shadow is taking place.
- I. Full-time paraprofessionals shall work seven and three-fourths (7-3/4) hours per day, excluding lunch (38-3/4 hours per week). A minimum of 30 minutes uninterrupted unpaid time shall be provided each day for lunch for all full-time paraprofessionals.

- J. Paraprofessionals shall not be used to perform work normally performed by regular office clerical staff, lunch aides, custodial staff or security guards.
- K. 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 in Article 30, Section 1(D).

When a substitute has completed 120 days or more during the school year, and is reemployed for, or assigned to a specific paraprofessional position for the coming year, he/she will be hired as a regular paraprofessional and will be subject to the 60-day probationary period.

- L. Any paraprofessional not notified of a layoff 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.

M. 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 (O.R.C. 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.

- N. Paraprofessional Personal Needs. Paraprofessionals shall be provided reasonable opportunities to attend to personal needs during the course of the working day. Effective with the 2017-2018 school year, paraprofessionals are entitled to one (1) scheduled break of 15 minutes to attend to personal needs. In addition, each paraprofessional is entitled to a second scheduled break of an additional ten (10) minutes for personal needs. Where

possible, this ten (10) minute break will be scheduled adjacent to their scheduled lunch. These breaks will be scheduled mutually by the paraprofessional and the principal.

- O. 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).
- P. 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.
- Q. Supplies. Disposable gloves, masks, disinfectant soap and other related materials shall be made available in all facilities in which paraprofessionals toilet students.
- R. Collaboration Training. The District shall institute teacher-paraprofessional training in collaboration when a teacher or a paraprofessional does not have previous collaboration experience. This training, to be conducted during District-wide professional development days, will be coordinated by written mutual agreement between the administration and the Paraprofessional UCC. Those teachers and paraprofessionals who have not previously had training in collaboration shall be required to attend this collaboration training.
- S. Lifting Training. Paraprofessionals whose job postings require lifting students shall receive appropriate training in techniques for lifting and assisting students in moving.
- T. 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. Voluntary Professional Development for Paraprofessionals and Occupational/Physical Therapy Assistants**

There are voluntary professional development days for paraprofessionals and occupational/physical therapy assistants. The first day will be contiguous with the first day of the school year and the remaining two (2) 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 (3) voluntary professional days shall be paid at the participants' daily rate.

## ARTICLE 25

### SIGN LANGUAGE/EDUCATIONAL INTERPRETERS

#### Section 1. Sign Language/Educational Interpreters.

- A. The District shall adopt and implement the State of Ohio job description for Educational Interpreters, as may be hereafter modified by the state.
- B. Full-time sign language/educational interpreters shall work seven and three-fourths (7- $\frac{3}{4}$ ) hours per day, excluding lunch (38 and  $\frac{3}{4}$  hours per week), and will receive a minimum of thirty (30) minutes uninterrupted, unpaid time each day for lunch.
- C. Effective with the 2017-2018 school year, sign language/educational interpreters will receive a minimum of 100 minutes per week of planning time and a minimum of fifty (50) minutes per week of administrator designed time.
- D. JSEC shall review the procedures for open positions and necessary transfers for sign language/educational interpreters from a "District-wide" (versus school assignment) perspective. To the extent the recommended procedures deviate from the collective bargaining agreement (Article 12, Sections 1 and 2), the recommendations will be shared with the Union President and CEO for approval. For purposes of special transfers under Article 12, Section 3(B), the Executive Director of Intervention Services shall first meet with the interpreter, the supervisor, and the CTU President or designee. All other provisions of Article 12, Section 3 shall apply.
- E. Sign language/educational interpreters shall not be given the responsibility of the classroom or be expected to teach lessons; however, sign language/educational interpreters are expected to work with students who are deaf or hard of hearing, assisting the students to better comprehend the presented lesson and assisting the students in communicating with the teacher(s) and other students in the classroom. Sign language/educational interpreters are also expected to collaborate with the classroom teacher to ensure that the sign language/educational Interpreter has a proficient level of understanding needed to understand the goals of the lesson and the academic vocabulary.
- F. As members of the IEP Team, sign language/educational interpreters are responsible for the creation of IEP goals as necessary.
- G. Sign language/educational interpreters shall be paid as outlined in Article 31 and Appendix A.
- H. When sign language/educational interpreters lay-offs are necessary, any lay-offs will follow the process set forth in Article 19.
- I. The supervisor of the sign language/educational interpreters shall post all extra assignments outside the school day at CMSD events electronically to all eligible sign language/educational interpreters. The assignments will be given based on system seniority and compensated at the prorated daily rate.

## ARTICLE 26

### COMMITTEES AND PROJECTS

#### **Section 1. Joint Committee for School Climate Improvement Projects (JCSCIP)**

- A. The District and the CTU will set up a Joint Committee for School Climate Improvement Projects (JCSCIP).
- B. The JCSCIP will consist of five (5) representatives selected by the CEO and five (5) representatives chosen by the CTU.
- C. The District will provide technical assistance as available in both the application and implementation process. The CEO will designate appropriate staff members to assist this committee.
- D. The JCSCIP will set up a process of monitoring and evaluating the projects. The JCSCIP will also set up a process to collect information and distribute the results of the projects.
- E. Release time will be provided for committee members' activities, if possible.

#### **Section 2. Divisional Committee**

- A. At each divisional level, there shall be formed a standing committee which meets a minimum of once every three (3) months with the Academic Superintendent, a Principal, and an Assistant Principal to address problems which are long-standing or have developed in the division. Each divisional committee shall include four (4) full-time CTU bargaining unit members, whose job assignments are within the relevant division, selected by the CTU.
- B. The divisional committees shall provide input relevant to all proposals or plans of the District which directly or indirectly affect the schools of that division. The committee will further evaluate the impact of such issues with regard to students, staff, parents, and educational policy. The divisional committee shall make recommendations to the CEO and the CTU Executive Board about modifications or abandonment of any specific plan or program.

#### **Section 3. Intervention Team**

The District agrees to establish, on a pilot basis and under the auspices of the LMC, an Intervention Team to facilitate the resolution of problems at the school level between CTU bargaining unit members and school administration.

The Intervention Team shall be comprised of three (3) Principals and three (3) CTU bargaining unit members, and shall be chaired by a mutually agreed upon neutral third party. Intervention Team members shall be appointed by the LMC.

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

The Intervention Team will report its findings and recommendations to the LMC concerning each school to which it is assigned and shall otherwise keep the LMC apprised of its activities under procedures to be developed by the LMC.

The LMC shall approve or modify the Intervention Team's findings and recommendations and shall submit a report as approved or modified with recommendations to the CEO, the appropriate Academic Superintendent, and the CTU President.

#### **Section 4. Medicaid Provider Subcommittee**

A joint subcommittee of the Joint Special Education Committee, made up of at least one (1) bargaining unit member selected by the CTU President from each Medicaid provider group and their supervisor, will be established to make recommendations to the Joint Special Education Committee with regard to the maximization of both Medicaid reimbursement and efficiency of Medicaid reporting processes.

#### **Section 5. Recruitment**

The District and the CTU agree to revitalize the Joint Committee on Teacher Recruitment. The committee will review the District's recruitment plan. The committee's recommendations shall be given to the CEO and the CTU President who may agree to implement the plan. One (1) component of the plan shall include the external recruitment of teachers. A second component of the plan shall include the encouragement of students to appreciate and enter the teaching profession. Cleveland teachers will be utilized in the effort as indicated in the plan. If the Board allocates funds, up to four (4) teachers selected by the Joint Committee may be released as recruiters. In addition, in any year in which the District has at least 200 open positions, the District and the CTU shall jointly identify up to 80 new teachers (defined as teachers in their first, second or third year of teaching in the District) to return to the college or university where they obtained their education for purposes of recruiting new teachers. The identified teachers will receive release time, reimbursement for expenses and a stipend of at least \$100.

#### **Section 6. Joint Committee on School Performance/Attendance Incentives**

This committee shall be comprised of six (6) members, three (3) appointed by the CTU President and three (3) appointed by the CEO. This Committee will determine how to recognize schools that excel in educating Cleveland's children. In determining eligibility for school performance/attendance incentives, the Committee will consider all factors which have an impact on student success including, but not limited to, student achievement, student attendance, and such other items as might be agreed upon by the CEO and the CTU President. The Committee is also charged with determining possible forms of recognition for eligible buildings. The Committee shall make written recommendations to the LMC for approval. The

recommendations of the LMC shall then be provided to the CTU President and the CEO for final approval.

### **Section 7. Joint Committee on Early Childhood**

The purpose of this committee is to develop and expand a rigorous academic preschool program that prepares all CMSD students to enter kindergarten with the literacy and mathematics skills necessary to excel.

In order to accomplish this, the CTU and CMSD agree to formulate the Joint Committee on Early Childhood that will be comprised of the following: preschool teacher, kindergarten teacher, special education teacher, and three (3) administrators from the District's division of curriculum and instruction. This committee has the ability to invite in additional resource individuals as necessary. On an annual basis, the committee shall review the District's preschool program and professional development plan and recommend modifications which will increase student achievement gains to CTU and CMSD. The District will continue to phase in an early childhood development unit into every PreK-8 building, where possible.

### **Section 8. Differential Job Description Subcommittee**

A subcommittee comprised of six (6) members, three (3) appointed by the CTU President and three (3) appointed by the CEO, will be formed to align differential job descriptions in this Agreement with the postings.

### **Section 9. 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.

## **ARTICLE 27**

### **SEVERANCE PAY**

#### **Section 1. Retirement Incentive**

Upon retirement, with a minimum of ten (10) years' retirement credit with the District, all bargaining unit members will receive a cash payment equal to the value of 30% of their accumulated sick leave credit. This payment will not exceed \$30,000.

#### **Section 2. Calculation**

The calculation of severance pay based on accumulated but unused sick leave shall be made on the basis of each eligible employee's regular daily base rate of pay at the time of retirement.

#### **Section 3. Notice**

- A. Severance pay will be given to those employees who have given the District reasonable advance written notice, on such forms as may be prescribed by Human Resources.
- B. Individual employees who may qualify for severance pay based on accumulated but unused sick leave will be notified of eligibility at the time that notice of retirement is given to the District.

#### **Section 4. Receipt**

Individual bargaining unit members who are eligible will receive their severance pay within two and one-half (2-1/2) months of their effective date of retirement.

#### **Section 5. Annuity**

The District will cooperate in every way with individuals who wish to legally shelter severance pay through use of a 403(b) account. CMSD will sponsor a severance pay deferral plan for bargaining unit members turning 55 or older in the year of retirement. Details are found in Appendix O.

#### **Section 6. Death Benefit for Sick Days**

The beneficiary of a bargaining unit member who was otherwise eligible to collect STRS/SERS service retirement at the time of his or her death is entitled to the severance pay for sick days exactly as if the member who was eligible for retirement from the District had retired the day preceding his/her demise.

## ARTICLE 28

### SUMMER AND NIGHT SCHOOL, AND EXTENDED DAY PROCEDURES

#### Section 1. Eligibility

All teachers are eligible to apply for summer school employment. Teachers will be chosen for summer school teaching positions at a meeting of summer school Principals. A list provided by data processing will indicate the Cleveland teaching experience of all applicants and will guide Principals in their selection of staff according to their seniority.

A check by summer school personnel of all remaining applications against this list should preclude immediate assignment of teachers with less seniority in a given subject area over those with more seniority.

#### Section 2. Appointment Guidelines

Summer school appointments will be made according to the following guidelines developed by representatives of the CTU and the District.

- A. Secondary teachers will be appointed to summer school assignments by system seniority according to the following eligibility requirements:
  - 1. Each teacher must have taught in the area of certification/licensure of the subject being offered in summer school in any one (1) of the preceding three (3) regular school years.
  - 2. Summer school subject area needs.
  - 3. Teacher qualifications.
  - 4. School preferences of teacher.
- B. Elementary teachers will be appointed to summer school assignments by system seniority according to the following eligibility requirements:
  - 1. Each teacher must have served as a full-time classroom teacher in any one (1) of the preceding three (3) school years.
  - 2. Teacher qualifications.
  - 3. School preference of teacher.

Middle school teachers with elementary certification/licensure are eligible to teach subjects in grades 7 or 8 in summer school.

### **Section 3. Appointment Procedures**

- A. A commitment of summer assignment by Human Resources will guarantee a teacher an appointment for the summer. However, a change in school or assignment may occur if a class does not materialize.
- B. No later than March 31 of each year, the District will notify the CTU if it desires to bargain over changes in working conditions for that year's summer school. Summer school applications will be sent to the buildings and distributed no later than April 20 of each school year. Applications will be returned to Human Resources by the last Friday in April (with appropriate adjustments for spring break as necessary). No later than the third Friday of May, each teacher shall be notified if he/she has a summer school assignment. Each teacher who declines the assignment must do so by June 1 of each school year by giving to his/her Principal the appropriate form. Final summer school assignments shall be made, and the teachers involved notified by no later than June 10 of each school year.
- C. Teachers will also be able to indicate if they will accept a substitute position if all regular positions for which they are qualified and have indicated a preference are filled. Those so indicating will be hired as substitutes in order of seniority. Vacancies occurring after the initial organization and staffing of summer school will be filled as were the original positions. Only the official application form may be used unless altered by mutual agreement of the administration and the Union.
- D. The official application form will be agreed upon by the administration and the Union by April 15 of each year.
- E. If night school is to be offered in summer school, teachers qualifying for a position will get their choice of day or night school. If day school is filled, teachers shall have a choice of night school or substituting as in paragraph C above.
- F. Applicants whose summer applications were received after the date set by Human Resources will be considered for employment only after those applicants whose applications were received by the deadline date.
- G. In the event a teacher with less seniority has been hired, through a calculation error, over a teacher with greater seniority, the teacher with greater seniority shall be hired immediately. A grievance on this matter will be submitted directly to the central office for immediate action.

### **Section 4. Administrators Replacing Teachers**

No administrator shall replace a teacher in a teacher position during summer school.

### **Section 5. Organization Meetings**

Summer school organization meetings shall be held on the first day of summer school.

## **Section 6. Summer School Representation**

The CTU shall continue to have representation on the Summer School Planning Committee.

## **Section 7. Night School**

Night school positions shall be posted and filled using the summer school procedures and qualifications.

## **Section 8. Extended Day Procedures**

Extended day programs are those programs involving certificated/licensed CTU members (excluding summer school programs as defined in Article 27) and conducted outside the regular school day or year or on weekends and including after school/weekend achievement-enhancing activities and/or activities that involve direct instruction of students. Teachers may not use their sick leave time for these assignments. The District will compensate CTU members for participation as set forth in Article 31, Section 8 (B) and (C). If a class does not materialize, reduction in force will occur by system seniority within each building/program site.

# **ARTICLE 29**

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

### **Section 1. Staff Lunchrooms and Rest Rooms**

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

### **Section 2. Duplicating Facilities**

- A. Duplicating facilities shall be made available to teachers in all buildings. Duplicating materials are to be limited to school activities. Caseload managers will have access to a working computer and printer for the purpose of IEP development and caseload management. The location of equipment will be determined by the Principal and the UCC.
- B. Each school shall have a functioning photocopier provided by the District, in a location designated by the Principal and the UCC. Teachers will have independent use of the copier for student instructional purposes. The Principal and the UCC will develop guidelines in a written mutual agreement for the use of the copier including the allocation and distribution of paper.
- C. The CTU Chapter Chairperson will have reasonable use of the photocopier and appropriate supplies.

### **Section 3. Equipment and Supplies**

- A. Additional funds will be allocated to provide greater availability of teaching supplies and equipment to teachers. The additional material is to be distributed in such a manner as to insure an equitable distribution to all schools. Every effort will be made to assure that sufficient supplies can be ordered and will be delivered in time to take care of normal expected usage in the school year.
- B. The UCC in each building will assist the administration in preparing and processing the equipment and supply orders for the school, which are budgeted and delivered on a calendar year basis as follows:

#### **General Fund and Special Fund Supplies**

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

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

- C. Newly employed teachers and all teachers who transfer to a new teaching assignment will be provided appropriate supplies and District-adopted curriculum materials. If a teacher is transferred into a newly created classroom, appropriate furniture will be provided.
- D. The District shall do a technology needs survey by the end of the 2017-2018 school year. This includes assessing the needs of educators and students. The needs assessment will be reviewed by a joint CTU/CMSD Technology Taskforce of equal CTU (selected by the CTU President) and District (selected by the CEO) representatives in the summer of 2018, and will make recommendations regarding priorities for the upcoming year's technology investments to the CEO and CTU President. The CEO will consider the Taskforce's recommended technology priorities when planning the District's technology investment.

### **Section 4. In-Building School Funds**

Receipts and expenditures of all in-building school funds shall be reported to the faculty each month. A copy of receipts and expenditures of all in-building school funds as given in the financial report shall be posted on the faculty bulletin board each month. Copies of the school budget shall be made available through the UCC to all bargaining unit members. The District will provide to the CTU the statutory funding language for special needs students.

## **Section 5. Snow and Ice Removal**

- A. The District will act in a diligent and appropriate manner to remove snow and ice from sidewalks and parking lots. The District will use its best efforts to provide the appropriate equipment and materials necessary to address snow and ice conditions at its buildings.
- B. Until such time as the District is able to effect a workable procedure for system-wide snow removal, the following procedure may be practiced: Money available in building funds that is not earmarked for specific projects may be used in paying for snow removal service when agreed upon in a written mutual agreement by the Principal and the UCC. Snow removal equipment must conform with specifications as set up by the District.

## **Section 6. Temperature**

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

## **Section 7. Building/Handicapped Parking**

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

## **Section 8. Administrative Issues Committee**

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

## **Section 9. Class Supply Allocation**

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

## **Section 10. Locks**

The Principal and UCC shall determine by written mutual agreement whether each school's building budget shall include a line item to provide classroom doors with locks that work and to provide teachers with keys to the locks for the rooms they must enter as part of their job responsibilities. The Principal and UCC shall decide by written mutual agreement on the amount of annual expenditures, if any, on such line item. Teachers are permitted to lock their

classroom doors if they are not present and the room is not scheduled to have students under supervision inside.

### **Section 11. Vermin Eradication**

The District will act in a diligent and appropriate manner to address situations where vermin are sighted. These efforts may include the use of professional exterminators. Concerns about potential vermin infestations should be addressed to the appropriate worksite supervisor. Persistent concerns about potential vermin infestations should be addressed to the District's Executive Director of Facilities.

### **Section 12. Repairing and Painting of Schools and Classrooms**

Each year, the Principal, with input from the Chapter Chairperson, may submit to the CEO/designee a list of priority repairs desired for their worksite. This list of priority repairs will be considered by the CEO/designee when preparing the annual facility maintenance plan and budget.

### **Section 13. Blood-Borne Pathogen**

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

## **ARTICLE 30**

### **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 who work 19 or more 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. For employees in a job share the language in Article 23, Section 17 shall apply.
- B. Non-certificated CTU bargaining unit members who work 19 or more 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 equivalency rate. (Article 29, Section 10.)

E. Working Spouse Insurance Coverage.

1. Except as provided in Sections 7 and 8 below, if a bargaining unit member enrolls his/her spouse in any of the District's health insurance plans 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 \$100.00 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 subsection 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.
4. Any bargaining unit member whose spouse becomes eligible for any employer/retirement plan-sponsored group health insurance coverage any time outside of the annual open enrollment period shall notify the District within 30 days of the initial eligibility date.
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 any District health insurance plan and pays the additional monthly contribution as set forth above), as otherwise required by this section, shall be ineligible for benefits under any group health care/prescription drug plan 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 health care insurance, then that spouse and District employee are required to comply with subsections 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, Medical Mutual SuperMed Plus, or UHChoice. 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 December 31, 2016, unless as otherwise set forth in Appendix P. The effective date of coverage, other than for substitutes, shall be the first of the month following thirty (30) calendar days of employment. All preexisting 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 and MMO SuperMed Plus PPO effective January 1, 2018: An amount equal to ten percent (10%) of the monthly premium (COBRA equivalency) subject to the following monthly caps: (i) for single coverage - \$100.00 and (ii) for family coverage - \$220.00. Employees who enroll in either single or family coverage will pay the following employee contributions for UHChoice: (i) for single coverage - \$50.00 and (ii) for family coverage - \$120.00.

However, if an employee/covered spouse annually voluntarily participates prior to the open enrollment period (1) in biometric testing consisting of Body Mass Index (BMI), glucose, blood pressure and cholesterol testing and (2) completes a health risk assessment, the above employee contribution shall be reduced to the following: (i) for Aetna and MMO—single coverage--\$75.00, family coverage--\$170.00; and (ii) for UHChoice—single coverage--\$35.00, family coverage--\$100.00. The tests and assessments shall be at no cost to the employee/covered spouse. Results will be shared only with the individual employee (in the case of a covered spouse, only with that spouse) and the employee's physician (in the case of the covered spouse, only with the covered spouse's physician). Where the District is the primary provider for healthcare to the employee and the employee's spouse, both the employee and spouse must successfully complete the testing and assessment to receive the lower rate set forth in this paragraph. The testing and/or assessment shall be conducted through the employee's

physician (or, if the employee's spouse is being tested/assessed, by the spouse's physician). The physician shall complete the form attached as Appendix P1 and submit that form to an independent third party mutually selected by the District and the CTU. That independent third party shall advise the District only that: (i) the employee/covered spouse has completed the above test and assessment; and (ii) the date of such completion. The District and the CTU will jointly promote participation in these tests.

All employee contributions are made by payroll deduction in equal installments twice each month.

The District shall provide, at a minimum, the preventive services covered by the Affordable Care Act as of September 23, 2010 without any employee copayment or co-insurance or deductible. Those services are set forth in Appendix P2. The District's obligation shall continue without regard to the continuing existence of the Affordable Care Act.

In addition, the following coverage shall be maintained:

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 five (5) years)
  - iii. Colonoscopy (every ten (10) years)
  - iv. Diabetes Fasting glucose (sugar)

- v. Cholesterol (every five (5) years)

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

- B. Health Care Coverage Stability. With the concurrence of the CTU, the District may drop, add, or substitute 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. 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 semiannual payments of \$250. 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 semiannual payments of \$125, payable in April and October. Any employee who has opted out and is eligible to reenroll within the plan year due to a qualifying event may reenroll within the current year of employment provided that the employee returns a pro rata share of the payments received pursuant to this Section.
- D. Durable Medical Equipment. (See Appendix P.)
- E. Hard Audit/Open Enrollment. Unless otherwise agreed by the District and the CTU, open enrollment shall be the entire month of November for coverage effective January 1 of the following year. During the open enrollment period, or earlier if the District and 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 District have agreed that the District will commence a hard audit prior to the November 2018 Open Enrollment Period. That process will begin with announcements to employees in September 2018.

### **Section 3. Prescription Drug Plan**

All employees will be covered by a prescription drug program administered through a provider mutually agreeable to the parties. All employees covered by any medical plan will be covered by the Prescription Drug Plan as set forth in Appendix P. The level of benefits shall be the same as provided in the previous Collective Bargaining Agreement between the District and the CTU as provided by Medical Mutual of Ohio.

### **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 \$2,000 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 United Healthcare (Appendix P).

## **Section 6. Dental Plan**

All employees will be covered by a dental care program administered through a provider mutually agreeable to the parties. All employees will be covered by a Basic Dental Care program as set forth in Appendix P. The District will pay the full cost of this program. Employees may also elect to participate in the Enhanced Dental Plan program as set forth in Appendix P.

## **Section 7. Section 125 Plan**

- A. The District shall continue to provide a “Cafeteria Plan” 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 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 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 the maximum amount allowed, but in no amount greater than the established IRS limit for that tax year, 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. Medical Care Flexible Spending Accounts (FSAs) will each have a \$500 non-expiring carry forward limit as defined by the Internal Revenue Service (IRS).

- 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 8. Life Insurance**

The District shall underwrite the cost of a \$10,000 group life insurance policy for all regular employees. The District also will provide employees with the option of purchasing up to \$300,000 of life insurance through payroll deduction up to the limits of the policies in effect, but not less than \$150,000.

**Section 9. 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 be provided rights consistent with COBRA eligibility.
- 2. In order to continue life insurance coverage, the inactive employee must contact the insurance company and arrange for direct billing within 31 days from the last day of active payroll status.

- C. Resignation and Retirement.

- 1. Bargaining unit members whose separation date is on or after the end of the member's school year as set forth in the member's contract will continue to receive District-paid health care/prescription drug insurance, vision, dental care, and group life insurance protections through August 31 (subject to the conditions set forth in Section 2 herein).

Except as provided above, health care/prescription drug, vision, dental, and group life insurance protection will be extended through the end of the month in which the employee separates from the District, whether due to retirement, resignation or termination.

## **Section 10. STRS Payments**

The District agrees to pay the employee's share of the payment to the 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 11. 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 (5) members appointed by the CEO and up to five (5) 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 reenrollment; (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 30 calendar days after the collective bargaining agreement 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 (iv) such other initiatives as the parties mutually agree.

## **Section 12. Legal Defense**

The District will continue to comply with O.R.C. Chapter 2744.

## ARTICLE 31

### WAGES

#### **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, 2016, all CTU bargaining unit members will receive a two percent (2%) increase in their base salary. Bi-weekly salaries will be adjusted no later than the first pay thirty (30) calendar days following ratification of this Agreement. All salary schedules in this Agreement, excluding differentials and supplemental differentiated stipends, shall likewise be increased by two percent (2%), unless otherwise noted in this Article or Appendix A. The increase in base salary for the 2016-2017 school year will take effect with the first pay thirty (30) calendar days following ratification. All retroactive increases for days/hours worked since July 1, 2016, will be paid no later than the second pay thirty (30) calendar days following ratification.

The CDCS schedule for certificated/licensed bargaining unit members, and all other salary schedules, with the exception of those listed in B and C below, and all differentials (excluding supplemental differentiated stipends and Test Coordinators) shall be increased by two and three-quarters percent (2.75%) effective July 1, 2017, and by an additional two and three-quarters percent (2.75%) effective July 1, 2018. These increases will be reflected in the corresponding salary schedule(s) listed in Appendix A.

- B. Effective July 1, 2017, instructional assistants and corresponding job classifications and instructional aides and corresponding job classifications current salary (not including stipends for college credit) will be increased by two and three-quarters percent (2.75%) and then placed on the salary schedule effective July 1, 2017, in Appendix A, on the closest, next higher salary cell. Paraprofessionals and technicians will move one (1) tier on the salary schedule every two (2) years.

Effective July 1, 2018, instructional assistants and corresponding job classifications and instructional aides and corresponding job classifications, will receive a two and three-quarters percent (2.75%) increase in their base salary as reflected in the corresponding salary schedule(s) listed in Appendix A.

College Credit (CC) for paraprofessionals will be paid following the schedule in Appendix A. Voluntary Professional Development days (VPD) will follow the provisions found in Article 24.

- C. Effective July 1, 2017, Sign Language/Educational Interpreters current salary will be transitioned on the new salary schedule in Appendix A, on the level that correlates to their years of experience (e.g., one level for each two years of experience). The Sign Language/Educational Interpreters salary schedule will reflect 70% of the teacher salary schedule. Sign Language/Educational Interpreters receiving a Teacher Effectiveness rating of “Developing” or above will move one (1) tier on the salary schedule every two (2) years. Effective July 1, 2018, Sign Language/Educational Interpreters will receive a two and three quarters percent (2.75%) increase in their base salary as reflected in the corresponding salary schedule(s) listed Appendix A.
- D. New certificated/licensed bargaining unit members will be placed on the CDCS Schedule based upon those procedures previously established by the CDCS Joint Oversight Committee and as amended by mutual agreement of the CEO and CTU President. The currently established procedures are listed in Appendix A. Either party can request a review of the established procedures prior to January 15 annually. Prior to placing any new or returning certificated/licensed bargaining unit member above Level 1 on the Cleveland Differentiated Compensation System (CDCS) salary schedule, the District will review and confirm the proposed placement with the CTU President or his/her designee.
- E. Effective with the 2017-2018 school year, any certificated/licensed bargaining unit member receiving a Teacher Effectiveness Rating of “Accomplished” shall receive a \$4,000.00 one-time stipend immediately following the year in which the designation was earned and shall be paid no later than thirty (30) working days after the eTPES data is locked and approved by the state. Sign Language/Educational Interpreters receiving a Teacher Effectiveness Rating of “Accomplished” shall receive seventy percent (70%) of this stipend.

For purposes of transition, certificated/licensed bargaining unit members who received an “Accomplished” rating during the 2016-2017 school year will move on the 2016-2017 salary schedule for the 2017-2018 school year and will be exempt from evaluation and growth measures for the 2017-2018 school year. These members will receive the stipend for “Accomplished” teachers no later than September 15, 2018.

- F. Extended Day/Extended Year. Any certificated/licensed bargaining unit member working over the normal 185-day school year in the approved Board calendar shall be paid for each extended day at their daily rate.

Any certificated/licensed bargaining unit member working over the normal 440-minute school day shall be paid for the extended minutes at the daily rate for that school year. 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-minute school day for as long as that member remains at that worksite.

This hold-harmless payment will be paid in equal 20/26 installments (24 equal installments effective July 1, 2018).

- G. Members of the CTU bargaining unit shall be paid in accordance with the appropriate salary, differential, wage or other compensation schedule set forth in Appendix A.

### **Section 3. Advancement on Differentiated Salary Schedule**

All licensed/certificated bargaining unit members who are between levels will be placed at the salary level above their current salary on the 2015-2016 CDCS Schedule contained in Appendix A no later than 30 days after ratification of this Agreement, effective retroactively to July 1, 2016. All certificated/licensed bargaining unit members who accumulated 15 Achievement Credits by the conclusion of the 2016-2017 school year will advance one (1) level on the 2016-2017 CDCS Schedule. Certificated/licensed bargaining unit members who have accumulated eight (8) or more Achievement Credits at the conclusion of the 2016-2017 school year earn evaluation-based step credit equivalent to one (1) year for future step movement.

Beginning with the 2018-2019 school year, licensed/certificated bargaining unit members, including sign language/educational interpreters, and who receive a Teacher Effectiveness Rating of “Developing” or above for two (2) consecutive years will move one (1) level at the beginning of the next school year on the appropriate salary schedule. Licensed/certificated bargaining unit members with evaluation-based step credit from the conclusion of the 2016-2017 school year will be eligible to move one (1) level at the beginning of the 2018-2019 school year upon attainment of a “Developing” or higher Teacher Effectiveness Rating at the conclusion of the 2017-2018 school year.

Certificated/licensed bargaining unit members, including sign language/educational interpreters, who earn a Teacher Effectiveness rating of “Ineffective” will not receive evaluation-based step credit and will not be eligible to move on the appropriate salary schedule until they have attained two (2) consecutive years of a Teacher Effectiveness Rating of “Developing” or above.

Certificated/licensed bargaining unit members, including sign language/educational interpreters, with a Teacher Effective Rating of “Accomplished” receive evaluation-based step advancement credit during their exemption year. Certificated/licensed bargaining unit members, including sign language/educational interpreters, with a Teacher Effectiveness rating of “Accomplished” may elect to either a) have a one (1) year exemption from TDES observation and SGM ratings without an additional evaluation-based stipend, or b) agree to be fully evaluated (including both TDES observation and SGM ratings) and be eligible for the evaluation-based stipend if their Teacher Effectiveness Rating is again “Accomplished.”

#### **Section 4. New Teacher Pre-Service Training**

Certificated/licensed bargaining unit members new to the District are required to report for pre-service training which is included in their base compensation.

#### **Section 5. Procedure for Payment of Wages**

- A. Annual salaries will be disbursed in 26 biweekly installments. Effective with the 2018-2019 school year, salaries will be disbursed in twenty-four (24) installments on the 5<sup>th</sup> and 20<sup>th</sup> of each month. If a payday falls on a weekend or holiday, the bargaining unit member will be paid on the preceding business day, as agreed in the MOU, attached as Appendix \_\_\_\_\_. Reductions for services not rendered shall be at the rate of 1/185th for each day out of pay status.
- B. Compensation Distribution.
1. Employees will either receive 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. 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 period or on the next scheduled pay run.
  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 incorrect 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), 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 be paid per the schedule in Appendix A.
- D. Summer School. Summer school personnel will be paid biweekly 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 2001-2002 school year. Effective with the 2018-2019 school year, there will be no 20/26 pay option and salaries will be disbursed in twenty-four (24) pays as set forth in Section 5 above.

## **Section 8. Rates of Pay**

- A. Daily Rate. All bargaining unit members will receive the daily rate for regular school year/regular school hours and mandatory, District-wide professional days.
- 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, except as otherwise specified in this Agreement.
- 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.

### **Section 9. 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 10. 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.

### **Section 11. Staff/Community Engagement Days**

Effective July 1, 2017, there shall be two (2) voluntary flexible professional development/community engagement days for each school year for all licensed/certificated bargaining unit members including sign language/educational interpreters, except day-to-day substitutes. These staff/community engagement days shall be clearly defined and approved through the AAP process or through mutual agreement of the principal and UCC. These voluntary professional/community engagement days shall be paid at the participants' daily rate. This time can be scheduled in one hour increments, where six hours equals one full day.

## **ARTICLE 32**

### **NEGOTIATION, SEVERABILITY AND DURATION**

#### **Section 1. Negotiations and Duration**

- A. This Agreement shall be effective from July 1, 2016 through June 30, 2019.
- B. The District shall make available to the CTU upon its reasonable request any and all available information, statistics and records relevant to negotiations or necessary for the implementation of the terms of this Agreement.
- C. Alternate Dispute Resolution. The procedure set forth in O.R.C. 4117.14 will be followed for negotiations commencing at the end of this Agreement or for any reopener, except that the fact-finding process must be scheduled such that the fact-finder's report must be submitted to the parties no later than thirty (30) days prior to expiration or thirty (30) days prior to the end of the traditional school year, whichever is earlier. Bargaining unit members will be considered eligible to vote on the fact-finder's report provided they have: Paid their Union dues during that calendar year and are on the CMSD payroll in the month of May of the applicable year. Nothing in this agreement shall preclude the

parties from agreeing to an alternate dispute resolution procedure different from that specified above.

- D. In the event that negotiations between the District and the CTU reach a point of impasse, federal mediation process shall be made no later than 15 calendar days prior to the expiration of the Agreement.

**Section 2. Provisions Contrary to Law**

If any provisions of this Agreement shall be found contrary to law, then such provisions or application shall be deemed to be invalid, except to the extent permitted by law, but all other provisions or applications shall continue in full force.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 13th day of February, 2017.

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BOARD OF EDUCATION OF THE CLEVELAND METROPOLITAN SCHOOL DISTRICT

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

**APPENDIX A**

**COMPENSATION SCHEDULES  
TEACHER'S DIFFERENTIATED COMPENSATION SYSTEM**

<b>Level</b>	2015-2016	2016-2017	2017-2018	2018-2019
		2%	2.75%	2.75%
1	\$42,637	\$43,490	\$44,686	\$45,915
2	\$46,240	\$47,165	\$48,462	\$49,795
3	\$51,258	\$52,283	\$53,721	\$55,198
4	\$54,934	\$56,033	\$57,574	\$59,157
5	\$59,065	\$60,246	\$61,903	\$63,605
6	\$63,810	\$65,086	\$66,876	\$68,715
7	\$66,703	\$68,037	\$69,908	\$71,831
8	\$69,056	\$70,437	\$72,374	\$74,364
9	\$71,491	\$72,921	\$74,926	\$76,987
10	\$73,650	\$75,123	\$77,189	\$79,312
11	\$75,689	\$77,203	\$79,326	\$81,507
12	\$77,594	\$79,146	\$81,322	\$83,559
13	\$79,352	\$80,939	\$83,165	\$85,452
14	\$80,949	\$82,568	\$84,839	\$87,172
15	\$82,578	\$84,230	\$86,546	\$88,926

**PER DIEM RATE FOR SUBSTITUTE TEACHERS**

<b>Inexperienced Substitute</b>	<b>2015-2016</b>	<b>2016-2017</b>	<b>2017-2018</b>	<b>2018-2019</b>
A. Per Day	130.09	132.69	136.34	140.09
B. Per day on the 6 <sup>th</sup> day and each succeeding day in the same assignment	145.05	147.95	152.02	156.20
C. Per day on the 61 <sup>st</sup> day and each succeeding day in the same assignment	152.30	155.35	159.62	164.01

**Experienced Substitutes:**

Those who have had two or more years of regular teaching experience, have had 120 or more days of substitute teaching service during each of the two school years immediately prior to reappointment or appointment.

	<b>2015-2016</b>	<b>2016-2017</b>	<b>2017-2018</b>	<b>2018-2019</b>
A. Per Day	145.05	147.95	152.02	156.20
B. Per day on the 6 <sup>th</sup> day and each succeeding day in the same assignment	168.57	171.94	176.67	181.53
C. Per day on the 61 <sup>st</sup> day and each succeeding day in the same assignment	176.99	180.53	185.49	190.60

**Fair Share**

All substitutes must either join the CTU or pay fair share fees which are prorated annually. There is a packet of information concerning fair share fees and agency fee procedures available in both the personnel office and the CTU office. Unless you complete payroll deduction cards to become a full dues paying member, you will be added to the CTU roster as a fair share fee payer, NOT entitled to CTU voting privileges or \$1,000,000 liability insurance coverage through the American Federation of Teachers.

**Senate Bill 38 – Criminal Records Check**

Ohio Senate Bill 38 requires criminal records check of applicants who have applied to a school district for employment in any position as a persona responsible for the care, custody or control of a child. When an applicant is under final consideration of hire, he/she will be given information regarding the records check by the personnel office. Records checks are made through the Ohio Bureau of Criminal Identification and/or the Federal Bureau of Investigation.

**MISCELLANEOUS RATES OF PAY**

	<b>2015-2016</b>	<b>2016-2017</b>	<b>2017-2018</b>	<b>2018-2019</b>
<b>1. Special Substitute</b>				
<b>a. Per period as assigned by Principal</b>	24.68	25.17	25.87	26.58
<b>b. Per day for 1/3 of an</b>		56.16	57.71	59.29

elementary or K-8 self-contained class when a substitute teacher is requested but not available	55.06			
<b>2. In-Service Instructor</b>	41.16	41.98	43.14	44.32
<b>3. In-Service Workshop and Curriculum Development</b>	27.47	28.02	28.79	29.58
<b>4. LD Tutors and Hourly Teachers (Primary Job)</b>				
Step 1	29.14	29.72	30.54	31.38
Step 2	29.95	30.55	31.39	32.25
Step 3	30.78	31.40	32.26	33.15
Step 4	31.61	32.24	33.13	34.04
Step 5	32.45	33.10	34.01	34.94
Step 6	33.28	33.95	34.88	35.84
Step 7	34.10	34.78	35.74	36.72
<b>5. Adult Education Teachers Regular Teachers (Primary Job)</b>				
a. BA Degree	39.12	39.90	41.00	42.13
b. BA Degree + 15 Sem. Hours	41.67	42.50	43.67	44.87
c. MA Degree	44.21	45.09	46.33	47.61
d. MA Degree + 30 Sem. Hrs	47.62	48.57	49.91	51.28
<b>6. School Camp Nurse</b>				
Per day for five day week (8 am M to 3:30p F)	198.17	202.13	207.69	213.40
<b>7. Homeroom Teacher for Live-in Camp (Per night)</b>	84.22	85.90	88.27	90.69
<b>8. Hourly rate for Teachers employed by the Board but not under a limited or continuing contract:</b>				
a. Non-Regular Teaching Employee	28.44	29.01	29.81	30.63
b. Regular Cleveland Teaching Employee	29.14	29.72	30.54	31.38
<b>9. Summer School – The hourly rate paid summer school teachers shall be a rate calculated by multiplying the teacher’s daily base rate by .125 or the</b>				

<b>prevailing hourly in-service workshop rate, whichever may be higher</b>				
<b>10. LD Tutors and Hourly Teachers (Secondary Job)</b>				
Step 1	27.47	29.01	29.81	30.63
Step 2	28.23	29.72	30.54	31.38
Step 3	29.02	28.02	28.79	29.58
Step 4	29.80	28.79	29.59	30.40
Step 5	30.58	29.60	30.41	31.25
Step 6	31.36	30.40	31.23	32.09
Step 7	32.15	31.19	32.05	32.93
<b>11. Adult Education Teachers Regular Teachers (Secondary Job)</b>				
a. BA Degree	36.87	37.61	38.64	39.70
b. BA Degree + 15 Sem. Hours	39.27	40.06	41.16	42.29
c. MA Degree	41.67	42.50	43.67	44.87
d. MA Degree + 30 Sem. Hours	44.89	37.61	38.64	39.70

**SIGN LANGUAGE/EDUCATIONAL INTERPRETERS  
2016-2017**

Employment	District		
		2015-2016	2016-2017
1-20 years	1-4 years	31,962	32,601
	5-11 years	33,044	33,705
	12-14 years	33,201	33,865
	15-16 years	33,354	34,021
	16+ years	33,509	34,179
21 years	16+ years	34,644	35,337
26 years	16+ years	35,924	36,642
31 years	16+ years	37,649	38,402
36 years	16+ years	39,548	40,339

**SIGN LANGUAGE/EDUCATIONAL INTERPRETERS  
2017-2018 and 2018-2019**

Level	2017-2018	2018-2019
1	31,906	32,783
2	34,602	35,553
3	38,357	39,412
4	41,108	42,238
5	44,199	45,414
6	47,750	49,063
7	49,914	51,287
8	51,675	53,096
9	53,497	54,968
10	55,113	56,628
11	56,639	58,196
12	58,064	59,661
13	59,380	61,013
14	60,575	62,241
15	61,794	63,493

**EDUCATIONAL AIDES, PARENT MENTORS, COMMUNITY AIDES/TITLE I,  
BUILDING ADMINISTRATOR AIDES, INSTRUCTIONAL ASSISTANTS**

**2016-2017 AND TRANSITION CALCULATION**

Employment	District				Transition calculation	
			2015-2016	2016-2017	2016-2017 + 2.75%	2017-2018 Level
1-4 years	1-4 years		23,002	23,462	24,107	1
	5-11 years		23,781	24,257	24,924	1
	12-14 years		23,891	24,369	25,039	2
	15-16 years		24,003	24,483	25,156	2
	16+ years		24,114	24,596	25,273	2
5-8 years	5-11 years		27,591	28,143	28,917	5
	12-14 years		27,720	28,274		

						29,052	5
	15-16 years		27,848	28,405		29,186	5
	16+ years		27,977	28,537		29,321	6
9-12 years	9-11 years		28,001	28,561		29,346	6
	12-14 years		28,132	28,695		29,484	6
	15-16 years		28,265	28,830		29,623	6
	16+ years		28,393	28,961		29,757	6
13-20 years	13-14 years		28,749	29,324		30,130	6
	15-16 years		28,884	29,462		30,272	6
	16+ years		29,017	29,597		30,411	7
21 years	16+ years		30,156	30,759		31,605	8
26 years	16+ years		31,497	32,127		33,010	9
31 years	16+ years		33,166	33,829		34,760	11
36 years	16+ years		35,059	35,760		36,744	12

**EDUCATIONAL AIDES, PARENT MENTORS, COMMUNITY AIDES/TITLE I, BUILDING ADMINISTRATOR AIDES, INSTRUCTIONAL ASSISTANTS**

**2017-2018 AND 2018-2019**

2017-2018

Level		CC 48	CC 96
1	25,000	648	1,296
2	26,072	651	1,301
3	27,144	653	1,306
4	28,216	656	1,311
5	29,288	658	1,316
6	30,360	661	1,321
7	31,432	663	1,326
8	32,504	666	1,331

2018-2019

Level		CC 48	CC 96
1	25,688	666	1,332
2	26,789	669	1,337
3	27,890	671	1,342
4	28,992	674	1,347
5	30,093	676	1,352
6	31,195	679	1,357
7	32,296	681	1,362
8	33,398	684	1,368

9	33,576	668	1,336
10	34,648	671	1,341
11	35,720	673	1,346
12	36,792	676	1,351
13	37,864	678	1,356
14	38,936	681	1,361
15	40,008	683	1,366

9	34,499	686	1,373
10	35,601	689	1,378
11	36,702	692	1,383
12	37,804	695	1,388
13	38,905	697	1,393
14	40,007	700	1,398
15	41,108	702	1,404

**COMPUTER TECHNICIANS, INSTRUCTIONAL AIDES, PCIA's, OT/PT ASSISTANTS, YRC COORDINATORS**

**2016-2017 AND TRANSITION CALCULATION**

Employment	District				Transition calculation	
			2015-2016	2016-2017	2016-2017 + 2.75%	2017-2018 Level
1-20 years	1-4 years		31,962	32,601	33,498	1
	5-11 years		33,044	33,705	34,632	2
	12-14 years		33,201	33,865	34,796	3
	15-16 years		33,354	34,021	34,957	3
	16+ years		33,509	34,179	35,119	3
21 years	16+ years		34,644	35,337	36,309	4
26 years	16+ years		35,924	36,642	37,650	6
31 years	16+ years		37,649	38,402	39,458	8
36 years	16+ years		39,548	40,339	41,448	12

**COMPUTER TECHNICIANS, INSTRUCTIONAL AIDES, PCIA's, OT/PT ASSISTANTS, YRC COORDINATORS**

**2017-2018 AND 2018-2019**

2017-2018

Level	
1	34,000
2	34,786

2018-2019

Level	
1	34,935
2	35,743

3	35,572	3	36,550
4	36,358	4	37,358
5	37,144	5	38,165
6	37,930	6	38,973
7	38,716	7	39,781
8	39,502	8	40,588
9	40,288	9	41,396
10	41,074	10	42,204
11	41,860	11	43,011
12	42,646	12	43,819
13	43,432	13	44,626
14	44,218	14	45,434
15	45,004	15	46,242

### ATTENDANCE SPECIALIST 1s AND ATTENDANCE LIAISONS

Employment	District	2015-2016	2016-2017	2017-2018	2018-2019
1 year	1-4 years	28,221	28,785	29,577	30,390
	5-11 years	29,176	29,760	30,578	31,419
	12-14 years	29,314	29,900	30,723	31,567
	15-16 years	29,452	30,041	30,867	31,716
	16+ years	29,598	30,190	31,020	31,873
2 years	2-4 years	29,671	30,264	31,097	31,952
	5-11 years	30,676	31,290	32,150	33,034
	12-14 years	30,821	31,437	32,302	33,190
	15-16 years	30,965	31,584	32,453	33,345
	16+ years	31,107	31,729	32,602	33,498
3 years	3-4 years	30,846	31,463	32,328	33,217
	5-11 years	31,888	32,526	33,420	34,339
	12-14 years	32,040	32,681	33,580	34,503
	15-16 years	32,191	32,835	33,738	34,666
	16+ years	32,341	32,988	33,895	34,827
4 years	4 years	32,341	32,988	33,895	34,827
	5-11 years	33,435	34,104	35,042	36,005
	12-14 years	33,594	34,266	35,208	36,176
	15-16 years	33,749	34,424	35,371	36,343

	16+ years	33,906	34,584	35,535	36,512
5 years	5-11 years	34,553	35,244	36,213	37,209
	12-14 years	34,716	35,410	36,384	37,385
	15-16 years	34,875	35,573	36,551	37,556
	16+ years	35,038	35,739	36,722	37,731
6-20 years	6-11 years	36,150	36,873	37,887	38,929
	12-14 years	36,320	37,046	38,065	39,112
	15-16 years	36,489	37,219	38,242	39,294
	16+ years	36,660	37,393	38,422	39,478
21-25 years	16+ years	37,686	38,440	39,497	40,583
26-30 years	16+ years	38,997	39,777	40,871	41,995
31-35 years	16+ years	40,616	41,428	42,568	43,738
36 years	16+ years	42,547	43,398	44,591	45,818

HOURLY RATES FOR SUBSTITUTES FOR EDUCATIONAL AIDES, PARENT MENTORS, COMMUNITY AIDES/TITLE 1, BUILDING ADMINISTRATOR AIDES, INSTRUCTIONAL ASSISTANCE

Years	2015-2016	2016-2017
1-4 years	9.53	9.72
5-8 years	11.05	11.27
9-12 years	11.22	11.44
13-20 years	11.47	11.70
21 years	11.89	12.13
26 years	12.46	12.71
31 years	13.09	13.35
36 years	13.84	14.12

HOURLY RATES FOR SUBSTITUTES FOR COMPUTER TECHNICIANS, INSTRUCTIONAL AIDES, PCIAS, OT/PT ASSISTANTS, YRC COORDINATORS

Years	2015-2016	2016-2017
1-20 years	13.27	13.53
21	13.70	13.97
26	14.18	14.46
31	14.85	15.15
36	15.62	15.93

**Job Class**      **Classification**

650330 Day Care Technician

<b><u>Employment Year</u></b>	<b><u>District Years</u></b>	2015-16	2016-17	2017-18	2018-19
1	1-4 years	23508.70	23978.87	24638.29	25315.85
	4-11 years	24306.61	24792.74	25474.54	26175.09

	12-15 years	24418.96	24907.34	25592.29	26296.08
	15-16 years	24536.52	25027.25	25715.5	26422.67
	16+ years	24647.83	25140.78	25832.16	26542.54

**Job Class**      **Classification**

650110      School Staff  
Aide

	2016-17	2017-18	2018-19
Minimum	25,467.57	26,167.93	26,887.55
Maximum	32,962.28	33,868.74	34,800.13

<b><u>Job Class</u></b>	<b><u>Classification</u></b>			
650355	Instructional Aide – Adult Education, Hourly			
650342	Instructional Technician – Adult Education, Hourly			
<b><u>Employment Year</u></b>	<b><u>District Years</u></b>	2015-16	2016-17	2017-18
1-17	1-17	18.86	19.23	19.76
18-20	17+	18.94	19.32	19.85
21	17+	19.50	19.89	20.44
26	17+	20.22	20.62	21.19
31	17+	21.19	21.61	22.21
36	17+	22.31	22.76	23.38

<b><u>Job Class</u></b>	<b><u>Classification</u></b>
650020	Educational Aide – Adult Education Hourly
650025	Child Care Aide
650055	Child Care Aide - Magnets

Employment Year	2016-2017	2017-2018	2018-2019	<u>2016-17</u>		<u>2017-18</u>		<u>2018-19</u>	
				College Credit *(48)	College Credits *(96)	College Credit *(48)	College Credit *(96)	College Credit *(48)	College Credit *(96)
1 – 4	13.84	14.22	14.61						
5 – 8	15.63	16.06	16.50	0.38	0.75	0.39	0.77	0.40	0.79
9 – 12	16.29	16.74	17.20	0.38	0.75	0.39	0.77	0.40	0.79

13 – 20	16.65	17.11	17.58	0.38	0.75	0.39	0.77	0.40	0.79
21	17.29	17.76	18.25	0.38	0.75	0.39	0.77	0.40	0.79
26	18.09	18.59	19.10	0.38	0.75	0.39	0.77	0.40	0.79
31	19.04	19.56	20.10	0.38	0.75	0.39	0.77	0.40	0.79
36	20.13	20.68	21.25	0.38	0.75	0.39	0.77	0.40	0.79

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

### Social Worker/Parent Education Counselor

	1-Jul-16	1-Jul-16	1-Jul-17	1-Jul-17	1-Jul-18	1-Jul-18
Step	B.A.	M.A.	B.A.	M.A.	B.A.	M.A.
1	32,819	37,284	33,721	38,309	34,649	39,363
2	33,845	38,321	34,776	39,375	35,732	40,458
3	35,872	40,370	36,859	41,480	37,872	42,620
4	36,537	41,040	37,542	42,168	38,574	43,328
5	38,612	43,136	39,674	44,322	40,765	45,541
6	41,677	46,233	42,823	47,504	44,000	48,810
7	42,916	47,483	44,096	48,789	45,309	50,131
8	44,247	48,824	45,464	50,167	46,714	51,547
9	45,989	50,586	47,254	51,977	48,554	53,406
10	47,032	51,638	48,325	53,058	49,654	54,517
11	48,433	53,056	49,764	54,515	51,133	56,015
12	49,800	54,440	51,170	55,938	52,577	57,476
13	51,707	56,360	53,129	57,910	54,590	59,503
14	52,629	57,292	54,076	58,868	55,563	60,487
15	52,629	57,292	54,076	58,868	55,563	60,487
16	52,743	57,409	54,194	58,987	55,684	60,610
17	52,743	57,409	54,194	58,987	55,684	60,610
18	52,743	57,409	54,194	58,987	55,684	60,610
19	52,743	57,409	54,194	58,987	55,684	60,610
20	52,743	57,409	54,194	58,987	55,684	60,610
21	53,882	58,974	55,364	60,596	56,887	62,263
22	53,882	58,974	55,364	60,596	56,887	62,263
23	53,882	58,974	55,364	60,596	56,887	62,263
24	53,882	58,974	55,364	60,596	56,887	62,263
25	53,882	58,974	55,364	60,596	56,887	62,263
26	54,921	60,021	56,431	61,671	57,983	63,367
27	54,921	60,021	56,431	61,671	57,983	63,367
28	54,921	60,021	56,431	61,671	57,983	63,367
29	54,921	60,021	56,431	61,671	57,983	63,367
30	54,921	60,021	56,431	61,671	57,983	63,367

31	55,958	61,067	57,497	62,747	59,078	64,472
32	55,958	61,067	57,497	62,747	59,078	64,472
33	55,958	61,067	57,497	62,747	59,078	64,472
34	55,958	61,067	57,497	62,747	59,078	64,472
35	55,958	61,067	57,497	62,747	59,078	64,472
36	58,025.51	63,157	59,621	64,894	61,261	66,679

## HEARING OFFICERS/CLASSIFIED

Step	2016-2017	2017-2018	2018-2019
1	43,472	44,668	45,896
2	44,766	45,997	47,262
3	46,152	47,421	48,725
4	47,970	49,289	50,644
5	49,056	50,405	51,791
6	50,519	51,908	53,335
7	51,914	53,342	54,808
8	53,936	55,419	56,943
9	54,897	56,407	57,958
10	54,897	56,407	57,958
11	55,015	56,528	58,082
12	55,015	56,528	58,082
13	55,015	56,528	58,082
14	55,015	56,528	58,082
15	55,015	56,528	58,082
16	56,205	57,751	59,339
17	56,205	57,751	59,339
18	56,205	57,751	59,339
19	56,205	57,751	59,339
20	56,205	57,751	59,339
21	57,287	58,863	60,481
22	57,287	58,863	60,481
23	57,287	58,863	60,481
24	57,287	58,863	60,481
25	57,287	58,863	60,481
26	58,368	59,974	61,623

27	58,368	59,974	61,623
28	58,368	59,974	61,623
29	58,368	59,974	61,623
30	58,368	59,974	61,623
31	60,527	62,191	63,902

**HOURLY RATE FOR ALL SUBSTITUTE PARAPROFESSIONALS**

<b>Inexperienced Substitute</b>	<b>2017-2018</b>	<b>2018-2019</b>
A. Per hour – Day-to-Day	15.00	15.41
B. Per hour on the 6 <sup>th</sup> day and each succeeding day in the same assignment	15.75	16.18
<b>Experienced Substitute</b>		
A. Per hour – Day-to-Day	16.00	16.44
B. Per hour on the 6 <sup>th</sup> day and each succeeding day in the same assignment	16.75	17.21

Experienced Substitutes are those who have had two or more years of regular substitute experience, have had 120 or more days of substitute service during each of the two school years immediately prior to reappointment or appointment.

**SUPPLEMENTAL DIFFERENTIATED STIPENDS LISTINGS**

All Bargaining Unit Members where noted by “\*”; otherwise the Supplemental Differentiated Stipends apply only to Certificated/Licensed Bargaining Unit Members.

<b>Stipend</b>	<b>Description</b>	<b>Annual Stipend</b>	<b>Payment Date</b>
Meeting AAP Goals*	Academic Achievement Plan goals CMSD will meet with CTU to share the targets and data	1,250	30 working days after data is received and validated by the District

	source by October 1 <sup>st</sup> or the first workday thereafter. The CTU will provide input and feedback within 5 working days. If no goals are set by October 15 <sup>th</sup> , default to previous school year's goals.		
Meeting CFL Goals*	Conditions for Learning goals CMSD will meet with CTU to share the targets and data source by October 1 <sup>st</sup> or the first workday thereafter. The CTU will provide input and feedback within 5 working days. If no goals are set by October 15 <sup>th</sup> , default to previous school year's goals.	900	30 working days after data is received and validated by the District
Hard to Staff Schools*	Designated by Board of Education as Hard to Staff	1,000	1,2,3,4
Hard to Staff Subjects/Grade Levels	Designated by Board of Education as Hard to Staff	1,000	1,2,3,4
Lead Professional Educator License	Attainment or first renewal, if not previously compensated	1,000	30 working days after license is submitted to District
Senior Professional Educator License	Attainment or first renewal, if not previously compensated	800	30 working days after license is submitted to District
Master Teacher Status	Attainment or first renewal, if not previously compensated	250	30 working days after status is awarded by District
Step Up to Quality*	\$100 per star earned for 4 or 5 star sites	400 - 500	30 working days after SUTQ rating is received by District
National Board Certified	Attainment or first renewal, if not previously compensated	250	30 working days after certification is submitted to District

### **CDCS New Hire Salary Placement Criteria for Certificated/Licensed Members**

1. For every three years of experience in another district/school, the member will be given one (1) level of credit on the CDCS Schedule.

2. For every three years of relevant and/or specialized experience identified for a specific teaching position, the member will be given one (1) level of credit on the CDCS Schedule.
3. For CMSD Sign Language/Educational Interpreters who transition, or have transitioned since July 1, 2013, to a teacher position, the member will be placed at the corresponding level on the Teacher Salary Schedule.
4. For members who completed the Teacher Track V or VI on the Paraprofessional Career Ladder, the member will be given credit for half of their years of service as a paraprofessional and then given one (1) level of credit on the CDCS Schedule for every three (3) years of service.
5. For members with an “Accomplished” OTES rating (or the equivalent from another Danielson-anchored evaluation system) from the previous school year, the member will be given one (1) level of credit on the CDCS Schedule.
6. For members who have retired from any school district, the member will be placed at Level One on the CDCS Schedule.
7. Any other mutually agreed upon criteria per Article 30, Section 2(C).

**DIFFERENTIAL LISTINGS**  
**ALL EXTRACURRICULAR ACTIVITIES ARE CONTINGENT UPON AVAILABLE FUNDS**

Senior High	Position Title	Annual Differential 2016-17	Annual Differential 2017-18	Annual Differential 2018-19	Payment Quarter
840110	Athletic Director, Sr.	5,445	5,595	5,749	1, 2, 4
840140	Coach, Baseball, Sr.	3,627	3,727	3,829	4
840150	Coach, Basketball, Boys, Sr.	3,627	3,727	3,829	2
840490	Coach, Basketball, Girls, Sr.	3,627	3,727	3,829	2
840280	Coach, Bowling, Sr.	1,542	1,584	1,628	1
840160	Coach, Cross Country, Boys,	1,542	1,584	1,628	1

	Sr.				
840500	Coach, Cross Country, Girls, Sr.	1,542	1,584	1,628	1
840540	Coach, Fencing, Sr.	1,542	1,584	1,628	3
840170	Coach, Football, Sr.	3,627	3,727	3,829	1
840180	Coach, Golf, Sr.	1,542	1,584	1,628	1
840530	Coach, Gymnastics, Sr.	1,542	1,584	1,628	*
840720	Coach, Soccer, Sr.	1,542	1,584	1,628	1
840480	Coach, Softball, Girls, Sr.	3,627	3,727	3,829	4
840800	Coach, Swimming	1,542	1,584	1,628	2
840190	Coach, Tennis, Boys, Sr.	1,542	1,584	1,628	4
840200	Coach, Tennis, Girls, Sr.	1,542	1,584	1,628	1
840210	Coach, Track, Boys, Sr.	3,627	3,727	3,829	4
840510	Coach, Track, Girls, Sr.	3,627	3,727	3,829	4
840460	Coach, Track, Outdoor Only, Boys, Sr.	1,814	1,864	1,915	4
840740	Coach, Track, Outdoor Only, Girls, Sr.	1,814	1,864	1,915	4
840520	Coach, Volleyball, Girls, Sr.	3,627	3,727	3,829	1
840220	Coach, Wrestling, Sr.	3,627	3,727	3,829	2
840230	Asst. Coach, Baseball, Sr.	2,070	2,127	2,185	4
840240	Asst. Coach, Basketball, Boys, Sr.	2,070	2,127	2,185	2
840750	Asst. Coach, Basketball, Girls, Sr.	2,070	2,127	2,185	2
840560	Asst. Coach	1,285			1

	Cross Country, Boys, Sr.		1,320	1,357	
840820	Asst. Coach, Cross Country, Girls, Sr.	1,285	1,320	1,357	1
840250	Asst. Coach, Football, Sr.	2,070	2,127	2,185	1
840580	Asst. Coach, Gymnastics, Sr.	1,285	1,320	1,357	*
840810	Asst. Coach, Soccer, Sr.	1,285	1,320	1,357	1
840550	Asst. Coach, Softball, Girls, Sr.	2,070	2,127	2,185	4
840470	Asst. Coach, Swimming	1,285	1,320	1,357	2
840260	Asst. Coach, Track, Boys, Sr.	2,070	2,127	2,185	4
840760	Asst. Coach, Track, girls, Sr.	2,070	2,127	2,185	4
840570	Asst. Coach, Track Outdoor, Boys	1,285	1,320	1,357	4
840790	Asst Coach, Track, Outdoor, Girls	1,285	1,320	1,357	4
840100	Ass. Coach, Volleyball	2,070	2,127	2,185	1
840270	Asst. Coach, Wrestling, Sr.	2,070	2,127	2,185	2
840120	Intramural Director, Boys, Sr.	1,453	1,493	1,534	1, 2, 3, 4
840130	Intramural Director, Girls, Sr.	1,453	1,493	1,534	1, 2, 3, 4
840290	Band Director, Sr.	2,178	2,238	2,299	1, 2, 3, 4
840700	Orchestra, Director, Sr.	1,088	1,118	1,149	1, 2, 3, 4
840350	Vocal Music Director, Sr.	1,632	1,677	1,723	1, 2, 3, 4
840300	Drill Team Sr. (min 12 students)	1,584	1,628	1,672	1, 2, 3, 4
840780	Highstepper, Sr. (Min 12 students)	1,584	1,628	1,672	1, 2, 3, 4
840310	Cheerleader	1,584			1, 2, 3, 4

	Sponsor, Sr.		1,628	1,672	
840320	Dramatics, Director, Sr.	2,178	2,238	2,299	1, 2, 3, 4
840330	Newspaper Advisor	2,543	2,613	2,685	1, 2, 3, 4
840340	Yearbook Advisor, Sr.	2,395	2,461	2,529	1, 2, 3, 4
840960	Majorettes (min. 7 students)	791	813	835	1, 2, 3, 4
840970	Flag Squad (min. 7 students)	791	813	835	1, 2, 3, 4
840900	Testing Coordinator	3,500	3,500	3,500	1, 2, 3, 4

Student Council Advisor

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

Senior Class Advisor

One (1) unassigned period, per day, to work with Senior Class

\*Not currently being offered

The Senior High athletic director, head football coach, and four (4) assistant coaches will receive two – nineteenth (2/19) of the ensuing year’s salary for pre-season football practice.

The head volleyball coach, head cross – country coach, head girls tennis coach, head soccer coach, head golf coach, assistant volleyball coach, assistant cross country coach, assistant girls tennis coach, and assistant soccer coach will receive one – nineteenth (1/19) of the ensuing year’s salary for pre-season practice.

## MIDDLE/K-8 SCHOOLS

Middle School	Position Title	Annual Differential 2016-17	Annual Differential 2017-18	Annual Differential 2018-19	Payment Quarter
840620	Athletic Director (Must have responsibilities for 5+ sports)	1,814	1,864	1,915	1, 2, 4
840370	Coach, Basketball, Boys, Inter.	1,542	1,584	1,628	3
840590	Coach, Basketball, Girls, Inter.	1,542	1,584	1,628	1
840545	Coach, Fencing, Middle	1,542	1,584	1,628	3
840185	Coach, Golf, Middle	1,542	1,584	1,628	4
840380	Coach, Soccer, Inter.	1,542	1,584	1,628	1
840390	Coach, Track, Boys, Inter.				4

		1,542	1,584	1,628	
840600	Coach, Track, Girls, Inter.	1,542	1,584	1,628	4
840610	Coach, Volleyball, Girls, Inter.	1,542	1,584	1,628	1
840730	Coach, Wrestling, Inter.	1,542	1,584	1,628	1
840640	Ass. Coach, Track, Boys, Inter.	780	801	823	4
840770	Asst. Coach, Track, Girls, Inter.	780	801	823	4
840630	Asst. Coach, Soccer, Inter	780	801	823	1
840400	Intramural Director, Boys, Inter.	1,453	1,493	1,534	1, 2, 3, 4
840410	Intramural Director, Girls, Inter.	1,453	1,493	1,534	1, 2, 3, 4
840830	Intramural Director, Girls. Inter	1,453	1,493	1,534	1, 2, 3, 4
840710	Dramatics, Director, Inter.	1,088	1,118	1,149	1, 2, 3, 4
840430	Newspaper Advisor, Inter.	1,088	1,118	1,149	1, 2, 3, 4
840440	Vocal Music Director, Inter.	1,088	1,118	1,149	1, 2, 3, 4
840420	Intramural Music Director, Inter.	1,088	1,118	1,149	1, 2, 3, 4
840965	Majorettes (min. 7 students)	791	813	835	1, 2, 3, 4
840975	Flag Squad (min. 7 students)	791	813	835	1, 2, 3, 4
840305	Military Drill team (min. 7 students)	791	813	835	1, 2, 3, 4
840785	High Stepper (min 7 students)	791	813	835	1, 2, 3, 4
840375	Cheerleader Advisor	791	813	835	1, 2, 3, 4
840900	Testing Coordinator	3,500	3,500	3,500	1, 2, 3, 4

Student Council Advisor: One (1) unassigned period, per day, to work with Student Council.  
(In all Senior High and in other schools with an enrollment of 1,501 or more)

**SENIOR HIGH AND MIDDLE SCHOOL POSITIONS**

Senior High & Middle School Positions	Position Title	Annual Differential 2016-17	Annual Differential 2017-18	Annual Differential 2018-19	Payment Quarter
840031	Dept. Chair, Guidance	2,996	3,078	3,163	1, 2, 3, 4
840030	Guidance Counselor	2,543	2,613	2,685	1, 2, 3, 4
84035	Guidance Counselor, ½ time	1,453	1,493	1,534	1, 2, 3, 4
840080	Dept. Chair, Educational Media In all Senior High and in other schools with an enrollment of 1,501 or more	1,056	1,085	1,115	1, 2, 3, 4

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

Middle School/ Middle Grades Subject Area Specialist receive an annual differential plus a minimum of five (5) additional release periods per week. The annual differential for Department Heads, Core Team Leaders, Subject Area Specialists, and Special Education Liaisons is determined by the number of periods within the department per week including the department chairs/core team leader periods assigned to department duties. A minimum of 50 periods per week is needed to qualify for an annual differential. The following is a list of required periods and periods per week is needed to qualify for an annual differential. The following is a list of required periods and compensation as of July 1, 2013.

	Position Title	Annual Differential 2016-17	Annual Differential 2017-18	Annual Differential 2018-19	Payment Quarter
50 – 119	Periods per week	1,124	1,155	1,187	1, 2, 3, 4
120-214	Periods per week	2,181	2,241	2,303	1, 2, 3, 4
215-249	Periods per week	3,265	3,355	3,447	1, 2, 3, 4
250-419	Periods per week	3,528	3,625	3,725	1, 2, 3, 4
420-up	Periods per week	4,352	4,472	4,595	1, 2, 3, 4

**ELEMENTARY SCHOOLS**

	Position Title	Annual Differential 2016-17	Annual Differential 2017-18	Annual Differential 2018-19	Payment Quarter
	Grade level Chairperson (Art 23, Sec 19(B)22	194	199	205	
840695	Elementary Consultant	1,177	1,209	1,243	1, 2, 3, 4
840450	Elementary Safety Council	1,270	1,305	1,341	1, 2, 3, 4
840690	Elementary Guidance Liaison	1,177	1,209	1,243	1, 2, 3, 4

**MISCELLANEOUS**

	Position Title	Annual Differential 2016-17	Annual Differential 2017-18	Annual Differential 2018-19	Payment Quarter
840016	Attendance Worker	600	617	633	1, 2, 3, 4
840017	Attendance Worker, Head	2,902	2,982	3,064	1, 2, 3, 4
840040	Audiologist	2,543	2,613	2,685	1, 2, 3, 4
840060	Court Representative (juvenile)	1,170	1,202	1,235	1, 2, 3, 4
840660	Court Liaison (school)	1,270	1,305	1,341	1, 2, 3, 4
840085	Cluster/Inst. Res. Guidance	2,543	2,613	2,685	1, 2, 3, 4
840090	Cluster/Inst. Res. Reading	1,177	1,209	1,243	1, 2, 3, 4
840850	Mediation Coordinator	1,249	1,283	1,319	1, 2, 3, 4
840900	Testing Coordinator	3,500	3,500	3,500	1, 2, 3, 4
840051	Psychologist, Ph.D	3,627	3,727	3,829	1, 2, 3, 4
840050	Psychologist	2,543	2,613	2,685	1, 2, 3, 4
840860	Schoolnet Liaison- Elem.	1,270	1,305	1,341	1, 2, 3, 4
840019	Secondary Consultant	1,177	1,209	1,243	1, 2, 3, 4

840018	Special Education Consultant	1,177	1,209	1,243	1, 2, 3, 4
840670	Split Kindergarten	634	651	669	1, 2, 3, 4
840075	Head Teacher/Special Education	634	651	669	
840070	<b>Head Teacher/Residential</b>				
	4-9 teachers	1,814	1,864	1,915	1, 2, 3, 4
	10 or more teachers	2,902	2,982	3,064	1, 2, 3, 4
	Anti-Bullying Coordinator	1,249	1,283	1,319	1, 2, 3, 4

### Team Leaders in PK/K – 8 Buildings

K-8 School	Team Leader 2016-17	Team Leader 2017-18	Team Leader 2018-19
<b>*Min. 3 Teachers</b>	750	771	792
<b>Additional Teacher</b>	250	257	264

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

### Special Education Liaison, ESP Liaison, Subject Area Specialist, in PK/K – 8 Schools.

SAS	2016-2017	2017-2018	2018-2019
<b>Enrollment</b>			
<b>0-300</b>	1,090	1,120	1,151
<b>301-600</b>	2,117	2,175	2,235
<b>601-900</b>	3,170	3,257	3,347
<b>900+</b>	4,223	4,339	4,458

### \*\*Regular Enrollment

SEL	2016-2017	2017-2018	2018-2019
<b>**Enrollment</b>			
<b>0-50</b>	1090	1,120	1,151
<b>51-100</b>	2117	2,175	2,235

<b>101-200</b>	3170	3,257	3,347
<b>201+</b>	4223	4,339	4,458

**\*\*\*Special Education Enrollment**

K – 8 School	ESPL		
	<b>2016-2017</b>	<b>2017-2018</b>	<b>2018-2019</b>
Number of ESP Teacher***	250	257	264
***To be paid at the ESP Teacher allocation for that school (e.g. if a building has an allocation of 3.2 ESP teachers, the ESP liaison will be compensated 3.2 X \$250).			

**Senior High School**

Extracurricular and Arts Education

Stipend Positions

Position must be submitted on Student Activities Payroll Roster  
(Stipend positions are limited to CMSD Board employees only)

	2016-2017	2016-2017	2016-2017	2017-2018	2017-2018	2017-2018	2018-2019	2018-2019	2018-2019
<b>Position</b>	<b>1<sup>st</sup> Sem.</b>	<b>2<sup>nd</sup> Sem.</b>	<b>Yearly Rate</b>	<b>1<sup>st</sup> Sem.</b>	<b>2<sup>nd</sup> Sem.</b>	<b>Yearly Rate</b>	<b>1<sup>st</sup> Sem.</b>	<b>2<sup>nd</sup> Sem.</b>	<b>Yearly Rate</b>
<b>Chess Sponsor</b>	182	182	364	187	187	374	192	192	384
<b>Coed Weightlifting</b>	154.5	154.5	309	158.50	158.50	317	163	163	326
Pay Dates: February, June									

**K – 8 Schools**

(Grades 6 – 8)

Stipend Positions

Extracurricular and Arts Education

Position must be submitted on Student Activities Payroll Roster  
(Stipend positions are limited to CMSD Board employees only)

	2016-2017	2016-2017	2016-2017	2017-2018	2017-2018	2017-2018	2018-2019	2018-2019	2018-2019
<b>Position</b>	<b>1<sup>st</sup> Sem.</b>	<b>2<sup>nd</sup> Sem.</b>	<b>Yearly Rate</b>	<b>1<sup>st</sup> Sem.</b>	<b>2<sup>nd</sup> Sem.</b>	<b>Yearly Rate</b>	<b>1<sup>st</sup> Sem.</b>	<b>2<sup>nd</sup> Sem.</b>	<b>Yearly Rate</b>
<b>Chess Sponsor</b>	182	182	364	187	187	374	192	192	384
Pay Dates: February, June									

## Extramural Schools Program

### Stipend Positions

Position must be submitted on Student Activities Payroll Roster  
(Stipend positions are limited to CMSD Board employees only)

	2016-2017			2017-2018			2018-2019		
Position	1 <sup>st</sup> Sem.	2 <sup>nd</sup> Sem.	Yearly Rate	1 <sup>st</sup> Sem.	2 <sup>nd</sup> Sem.	Yearly Rate	1 <sup>st</sup> Sem.	2 <sup>nd</sup> Sem.	Yearly Rate
Extramural Director Boys' Basketball	733	733	1466	753	753	1,506	774	774	1506
Boys' Basketball Sponsor	1150		1150	1182	0	1,182	1214	0	1214
Girls' Basketball Sponsor	0	1,150	1150	0	1182	1,182	0	1214	1214
Coed Bowling Sponsor	818		818	840	0	840	864	0	864
Pay Dates: February, June									

## APPENDIX B

### SELECTED SECTIONS OF THE ADMINISTRATIVE CODE & RESOLUTIONS OF THE BOARD OF EDUCATION

#### 1) Resolution No. 2013-3030(B) – Providing for the Credentialing of Teacher Development and Evaluation Systems Evaluators.

The Chief Executive officer of the Cleveland Metropolitan School District presents the following resolutions for adoption.

WHEREAS, the Cleveland Plan and Sub HB 525 provide a guiding framework for improving the quality of education for Cleveland students, and the determination of efficiency and effectiveness of teaching staff is a critical lever in improving student outcomes; and

WHEREAS, the Board of Education of the Cleveland Metropolitan School District recognizes that highly effective teachers are the fundamental enabler to increase student learning, and the development and evaluation of teachers is the significant way the School District and the Board are able to promote teaching quality and successful learning; and

WHEREAS, it is essential to ensure educator confidence in the evaluation process; and

WHEREAS, highly-trained, high quality evaluators are required to ensure reliable, fair, consistent observation and review processes for School District educators; now, therefore be it

RESOLVED, that the Board of Education of the Cleveland Metropolitan School District hereby authorizes the Chief Executive Officer to designate, as evaluators for conducting teacher observations and evaluations, pursuant to Ohio Revised Code Section 3311.80(D), School District staff, including building principals, who have completed State-sponsored evaluation training and have passed the on-line credentialing assessment; and, be it further

RESOLVED, that the Board of Education, in order to ensure system transparency and teacher confidence and to ensure the highest evaluator quality and consistency, hereby authorizes the Chief Executive Officer to identify and direct that specific examination sites be to be used to complete evaluator credentialing assessments and to provide School District proctors to manage the assessment process in compliance with the guidance of the Ohio Department of Education; and, be it further

RESOLVED, that the Board of Education hereby authorizes and directs the Chief Executive Officer and/or his designee(s) to take all necessary action to implement this Resolution.

**CLEVELAND METROPOLITAN SCHOOL DISTRICT BOARD OF EDUCATION**

By: Eric S. Gordon Denise W. Link  
Chief Executive Officer Board of Education Chair

John W. Scanlan Date  
Chief Financial & Administrative Officer

**2) Resolution No. 29831 – Authorizing Payroll Deductions**

Be it resolved by the Board of Education of the District that a policy of payroll deduction be adopted for the purpose of paying Union membership dues of employees and that the organizations included shall be the CTU and other employee unions (including the Cleveland Education Association and other associations) and any others that may be added; further, be it Resolved that a similar policy be adopted for the purpose of paying pledges of employees into the United Appeal Fund of Greater Cleveland; and further, be it Resolved that such payroll deductions shall be made only with the consent of the employee for either purpose and may be terminated by the employee upon thirty days’ written notice.

**3) Resolution No. 32827 – Resolution Establishing Regulations on the Entry of Persons Other Than Student Staff and Faculty Upon School Grounds and Premises**

Whereas, the Board of Education of the District is authorized by Section 3313.20 of the Revised Code of Ohio to make rules and regulations regarding the entry of persons other than students, staff and faculty upon school grounds and premises and to make rules and regulations necessary for the government of persons other than its students and employees entering upon its school grounds and premises; and

Whereas, it is necessary to make rules and regulations regarding the entry of persons other than students, staff and faculty upon school grounds and premises in order to protect students present on school grounds and premises, to protect the property of the Board of Education, and to insure the orderly operations of the schools; and

Whereas, Section 2917.211 of the Revised Code of Ohio provides for the imprisonment or fining, or both, of persons trespassing, loitering or remaining in the building or upon the grounds of any school in violation of the rules and regulations of the Board of Education; Now, therefore, be it resolved, by the Board of Education of the District, Cuyahoga County, State of Ohio, that;

- 1) Persons entering school grounds or premises during school hours who are not employees or pupils of the District assigned to the school shall report directly to the school Principal for permission to remain on school grounds or premises unless permission to enter and remain on school grounds has been received from the school Principal in advance.

- 2) No person who is not an employee or pupil of the District assigned to the school shall remain on school grounds or premises during school hours except with the permission of the school Principal expressly granted, nor remain on school grounds or premises beyond the period for which permission to remain has been granted by the school Principal, nor enter or be present on any part of school grounds or premises to which access has not been granted by the school Principal, nor remain on school grounds or premises after permission to remain has been denied or rescinded by the school Principal.
- 3) No person who is not an employee or pupil of the District assigned to the school shall enter or remain on school grounds or premises before or after school hours on days when school is in session, or at any time when school is not in session, except on authority or express permission of the Board of Education.
- 4) Presence upon school grounds or premises other than in conformance with the rules and regulations hereinafter set forth shall be subject to prosecution under Section 2917.211 of the Revised Code of Ohio.
- 5) The rules and regulations herein above set forth shall not apply to persons attending scheduled school events to which the public is invited.
- 6) The CEO of Schools is directed to post the rules and regulations hereinabove set forth on school grounds and premises and at the main entrance to each school building, as required by Section 3313.20 of the Revised Code of Ohio, and at all other entrances to each school building.

#### **4) Administrative Code, Section 543 – Legal and Declared Holidays for Non-teaching Personnel**

Regular non-teaching employees shall receive holiday pay for each of the following holidays provided that within a single school calendar year they are in pay status on their regularly scheduled work days immediately before and after the holiday: New Year's Day (January 1), Martin Luther King, Jr. Day (the third Monday in January), President's day (the third Monday in February), Memorial Day (the last Monday in May), Labor Day (the first Monday in September), Veteran's Day (the eleventh of November), Thanksgiving Day (the fourth Thursday in November), and the following Friday (Thanksgiving Friday) and Christmas Day (December 25).

Should New Year's Day, Independence Day, Veteran's Day and or Christmas Day occur on a Saturday, the immediately preceding Friday will be observed as the Paid Holiday. Likewise, should any of these holidays occur on a Sunday, the immediately following Monday will be observed as the Paid Holiday.

Any Monday which may immediately precede or any Friday which may immediately follow New Year's Day, Independence Day and or Christmas Day will also be granted as paid holidays provided that the employee is in pay status on the regularly scheduled work days immediately before and after the holiday.

Regular employees working on Good Friday and/or on the day before Christmas will be released at noon and paid for a full day. When such early release occurs, those regular employees not scheduled to work on these days will be given four hours' holiday pay provided they are in pay status on their regularly scheduled work days immediately before and after the holiday.

When the schools are closed because of inclement weather and employees who are not required to be present are paid for the day, then any employee who is required to work shall also be paid for the day and in addition will be paid for all hours worked. This applies to regular employees only.

Those hours paid because of this inclement weather provision (and not actually worked) will be paid at a straight time rate and will not be considered in any overtime calculations.

## **APPENDIX C**

### **PARAPROFESSIONAL CAREER LADDER**

#### **1. Definition**

The Cleveland Paraprofessional Career Ladder is a system of career options which afford paraprofessionals opportunities for professional growth and upward mobility in order to improve learning opportunities for students. Paraprofessionals will have opportunities to enhance their skills, knowledge and abilities, and improve the delivery of educational services by accepting additional responsibilities and duties. Lastly, the system will provide a choice so that paraprofessionals will be prepared to enter the teaching profession.

#### **2. Eligibility**

The Cleveland Paraprofessional Career Ladder is available to employees of the District who are categorized as full-time paraprofessional personnel in the following positions:

- Educational Aide
- Instructional Assistant
- English Language Learners Aide
- Planning Center Instructional Assistant (P.C.I.A.)
- Attendance Liaison
- Parent Mentor Aide

Paraprofessionals who are interested in being considered must meet the specific career ladder level qualifications.

The employment status (salary, seniority or job assignment) of those paraprofessionals who choose not to participate or who fail to qualify will not be affected.

If any new paraprofessional classifications are established, employees hired in these classifications shall be eligible for the Paraprofessional Career Ladder.

Paraprofessionals on Teacher Track V that have completed all educational requirements of the licensing College/University, except student teaching, will be granted 12 or 15 weeks of paid education leave in accordance with the college/university structure of semesters or quarters.

### 3. Paraprofessional Career Ladder Chart

<u>ELIGIBILITY</u>	<u>REQUIREMENTS</u>
<i>Level 1-T (T =Teacher track)</i>	
Application	Performs responsibilities of paraprofessional as outlined in job description with a rating of at least “Average” in “Overall performance of successful and quality work”
Full–time paraprofessional	Participates in District’s Paraprofessional Development credits Institute
High school diploma or GED	Develops and completes job targets
Employed by District with one year paraprofessional experience	
48 quarter hours or 32 semester hours of District approved college	
Educational Aide Permit (State of Ohio)	

<u>ELIGIBILITY</u>	<u>REQUIREMENTS</u>
<i>Level 1-E (E =Enrichment Track)</i>	
Application	Performs responsibilities of paraprofessional as outlined in job description with a rating of at least “Average” in “Overall performance of successful and quality work”
Full–time paraprofessional	Participates in District’s Paraprofessional Development credits Institute
High school diploma or GED	Develops and completes job targets
Employed by District with one year successful paraprofessional experience	
80 approved in-service hours within last 5 years	
Educational Aide Permit (State of Ohio)	

<i>ELIGIBILITY</i>	<i>REQUIREMENTS</i>
<i>Level 1-C (C =Combination Track)</i>	
Application	Performs responsibilities of paraprofessional as outlined in job description with a rating of at least “Average” in “Overall performance of successful and quality work”
Full-time paraprofessional	Participates in District’s Paraprofessional Development credits Institute
High school diploma or GED	Develops and completes job targets
Employed by District with one year paraprofessional experience	
24 quarter hours or 16 semester hours of District approved college	
40 District approved in-service hours	
Educational Aide Permit (State of Ohio)	

## **Teacher Track VI**

Beginning with one (1) pilot cohort starting in the 2016-2017 school year, the District will implement Teacher Track VI of the Career Development Program Path for Paraprofessionals, which provides eligible paraprofessionals with the opportunity to earn a bachelor's degree and attain teacher certification in areas of high need. Based on the needs and resources of CMSD, the program pays tuition for 6 credits per semester for undergraduate study at participating colleges/universities. Candidates in the program will have two-and-a-half hours per week of release time to be mutually agreed upon with the principal. In addition, the program will pay the initial college admission/application fee for paraprofessionals participating in the program.

This release time cannot be used to attend classes during the scheduled work day unless agreed upon by the school principal or the principal's designee. However, we do encourage paraprofessionals to take courses during the late afternoon, evenings and/or weekends to avoid conflict with their work schedules. During the period of student teaching, participants approved to be in the program will be required to apply for a paid Leave of Absence.

Paraprofessionals attending and completing six (6) credits/semester hours of study during the summer semester may be eligible to receive a summer stipend.

Any paraprofessional currently on Teacher Track V may either complete Teacher Track V or may apply to Teacher Track VI during the application period for the initial pilot cohort. If the paraprofessional plans to stay in Track V, they will be responsible for confirming their participation, providing documentation of current progress towards completion and projected completion date to the Talent Office. If accepted into Teacher Track VI, the paraprofessional would fall under the guidelines of Track VI. Any paraprofessional who begins the Teacher Track VI pilot will have the opportunity to complete the program provided that he/she meets the requirements. Should a new cohort for Teacher Track VI not be offered, then Teacher Track V will be reopened for new participants.

### **Financial Aid**

In order to participate, applicants must apply for financial assistance. For paraprofessionals who benefit from Federal Pell Grant or State-level tuition assistance, financial aid will be used to cover any tuition-related expenses. Additional tuition and required post-admission fees will be billed to CMSD. The paraprofessional will be responsible for any other out-of-pocket costs such as books, parking, supplies, etc.

### **Approved Colleges and Programs**

The District, with input from the CTU, intends to identify the program(s) by the fall for a second-semester start date.

### **Application Requirements**

1. Complete an application process for the Paraprofessional Ladder to be mutually developed by the District and the CTU.

2. Recommendation from current principal with agreement to allow for the release time.
3. Hold an associate's degree, or equivalent credit hours, in any area of study from an accredited college/university and a minimum 2.5 cumulative GPA.
4. Have at least two (2) years of experience with the attainment of a skilled or accomplished rating.
5. Paraprofessionals, who are on an approved leave of absence, resign or are terminated prior to their first day of college classes are not eligible to participate in the program.
6. Complete an evaluation request application developed by the District.
7. Will sign a letter of commitment to stay in the District as a teacher for five (5) years, if hired as a teacher within one year of the date of license issuance, or will be responsible to pay back tuition costs. It is expected that participants will apply for positions through the open position process within one year from the date the license is issued.

The District shall select participants in Teacher Track VI with input from the CTU.

## **During the Program**

### Requirements

- Must take a minimum of six (6) credits per semester
- Must maintain As or Bs in courses completed
- Up to 2½ hours a week of field experience that can be done within the participant's currently assigned building.

### Verification of Enrollment

- At the beginning of each semester, any paraprofessional requesting release time must present a copy of the college bursar's receipt or other documentation of actual enrollment to the school principal or designee.

### Verification of Course Completion

- Within one month following completion of the semester, it is the responsibility of each participating paraprofessional to submit to the principal or designee a copy of the transcript, grade report, or other substantiating documentation indicating completion of the course(s) for which release time was granted.

### Failing Grade - Withdrawal/Incomplete

- A paraprofessional whose transcript indicates a failing grade or withdrawal/incomplete during the semester for which release time was granted must submit to the principal written verification from the professor of actual attendance for the failed course. If this written verification is not submitted, release time must be terminated due to non-compliance or failure to meet requirements. A payroll deduction will be held for any release time or pay that the paraprofessional received without appropriate documentation.

### **Upon completion**

Paraprofessionals who receive a teacher certification and are hired as a teacher in the District commit to teaching in the District for five years. If the paraprofessional applies for an open position within one year of the date the license is issued and is not interviewed and hired as a teacher then this requirement shall not apply.

## **APPENDIX D**

### **INACTIVE CLASSIFICATIONS**

1. Attendance Aides
2. Building Administrator's Aide
3. Camp Aide
4. Camping Aides
5. Classroom aides
6. Community Center Directors
7. Community Center Instructors
8. Day Care Technicians
9. Day-to-Day Building Substitutes
10. Dental Aides
11. Dental Hygienists
12. Family Liaisons
13. Home Visitor Aides
14. Instructional Technicians
15. Manpower Training Program Personnel
16. Medical aides
17. Nurses' Aides
18. Parent Technicians
19. Remedial Reading Aides
20. School Staff Aide

## **APPENDIX E**

### **STUDENT CODE OF CONDUCT – Letter of Understanding**

The parties agree that the District and the CTU shall abide by the provisions of the District's Student Code of Conduct: Rights and Responsibilities. The parties agree alleged departures from behavior or conduct mandated by the Student Code of Conduct shall be submitted for resolution to a Student Code of Conduct Tribunal.

The Student Code of Conduct Tribunal will be comprised of a representative appointed by the CEO, a representative appointed by the CTU President, and a parent representative mutually agreed upon in writing by the CEO and the CTU President. The majority recommendation of the Tribunal shall be adopted provided such recommendation is consistent with the Student Code of Conduct and applicable law. The Tribunal shall not have the authority to impose discipline on a board employee or require the expenditure of District funds.

## **APPENDIX G**

### **CORRECTIVE ACTION SCHOOLS**

#### **(Per Ohio Revised Code 3311.74)**

The CEO shall identify which schools are in need of corrective action. The CEO will also identify what corrective action is warranted at each school and when the corrective actions should be implemented (the “Corrective Plan”).

The Corrective Plan will first be shared with the District level Corrective Action Team (“CAT”) comprised of four representatives selected by the CEO and four representatives selected by the CTU President. Soon thereafter, the Corrective Plan will be announced to the staff at the Corrective Action School(s).

Where appropriate, the CAT will seek input from the Academic Progress Team (“APT”) (see Appendix Q) for recommendations on implementation of the Corrective Plan. The CAT, within the timelines set by the CEO, shall collaborate with CATs from other unions where there are overlapping or mutual concerns, prior to making their recommendations to the CEO.

If the CEO disagrees with all or part of the recommendations of a CAT, or if a CAT fails to make timely recommendations on the implementation of all or part of the Corrective Plan, the CEO may implement the Corrective Plan in the manner in which the CEO determines to be in the best interest of the students, consistent with the timelines originally established.

The implementation of the Corrective Plan will be the responsibility of the APT at the Corrective Action School. The CAT will be responsible for regularly monitoring the progress of the Corrective Plan at the Corrective Action School(s) and will make recommendations to the CEO regarding “exit” strategies when the Corrective Action School(s) has accomplished the goals addressed in the Corrective Plan.

The CEO and any CAT are not bound by the applicable provision of this Agreement in developing recommendations for and implementation of the Corrective Plan.

The Corrective Plan is not intended to be used as a cost savings measure; rather, it is intended to improve student performance at the Corrective Action Schools. Therefore, bargaining unit members required to complete additional activities or events beyond the school’s established work day that are not otherwise bargained and/or compensated for in this Agreement (e.g., parent nights, home visits) shall be compensated at their prorated daily rate.

## **APPENDIX H**

### **ACADEMIC ACHIEVEMENT PLAN TEMPLATES**

The Elementary/PreK-8 Academic Achievement Plan template and the Secondary School Academic Achievement Plan template are available through either the Chief Academic Officer Office or the Cleveland Teachers Union.

## **APPENDIX I**

### **JOINT RESOLUTIONS RE: HEALTH CARE CLINICS**

Whereas the wellness and health of our children are often at risk due to socio-economic factors; and

Whereas parents and children often lack access to health care providers; and

Whereas we believe that our commitment to the whole child is as important as strengthening the mind;

Therefore be it resolved, the Cleveland Teachers Union and the Cleveland Metropolitan School District jointly agree that functioning health clinics must be established on a regional basis in District PreK-8 schools for the purpose of providing basic health care and wellness services to all students, who deserve the opportunity to perform at their physical and mental best.

Therefore be it further resolved, the Cleveland Teachers Union and the Cleveland Metropolitan School District will meet with area health care providers for the purpose of securing the commitment, resources, and expertise to plan and to implement these regional health clinics.

Therefore be it further resolved, under the operational guidance of CMSD nurses and other District support personnel who will staff these health clinics, medical services for District students and their families will be provided by area health care providers for the purpose of insuring that Cleveland youth are in the best possible health and are ready to learn at their fullest potential.

### **RE: VOLUNTEER MENTORING SYSTEM**

Whereas mentoring is a strategy that helps young people succeed in life by giving them the confidence, skills and resources to reach their potential and;

Whereas mentoring enables students to pair with adults who provide one on one guidance, support, and encouragement, creating a bond that endures throughout the school year and beyond;

Whereas we recognize and support the many volunteer activities in which employees throughout the District are currently involved;

Therefore be it resolved, the Cleveland Metropolitan School District and the Cleveland Teachers Union are committed to collaborating in the development of an ongoing volunteer mentoring system that will encourage and strengthen mentoring in our District.

## **APPENDIX J**

### **MEMORANDA OF UNDERSTANDING CONTINUING EDUCATION UNITS**

The District and the CTU, through the Central Local Professional Development Committee (CLPDC), will assist bargaining unit members in obtaining Continuing Education Units for voluntary participation on Intervention Assessment Teams/Intervention Based Assessment Teams and/or Inclusion Teams.

#### **TEACHER PROFESSIONAL ORGANIZATIONS**

1. This Memorandum of Understanding is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ between the Cleveland Metropolitan School District (“District”) and the Cleveland Teachers Union, AFT Local 279, AFL-CIO (“CTU”).

Article 2, Section 9 of the collective bargaining agreement, effective July 1, 2007 through June 30, 2010, and including any additional extensions (“CBA”) will be modified as follows:

(A) The CTU President shall be released from all teaching duties to participate in negotiations, mediation, bargaining, grievances, arbitrations, labor/management meetings, hearings or to participate in local, state and national meetings on behalf of the CTU. In addition, the CTU President shall be entitled to an extended contract consisting of up to an additional 55 days, for a total of 250 days, at this/her daily rate, for the same reasons.

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

(C) The CTU will compensate the District for the CTU President’s teacher salary and employee benefits, as provided in Sections (A & B) above, including any costs of the extended contract including STRS contributions. The CTU will also pay any fees, premiums, interest or other costs associated with these employment benefits.

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

(E) The President of the CTU may designate one (1) elected CTU official to be released full time to participate in negotiations, mediation, bargaining, grievances, arbitrations, labor/management meetings, hearings or to participate in local, state and national meetings on behalf of the CTU. In addition, the CTU President may request that the official shall receive an extended contract consisting of up to an additional 55 days, for a total of 250 days, at his/her daily rate, for the same reasons. In such case, such an extended contract shall be offered by the District. This elected CTU official, upon request, shall have the right to return to the department and school he/she left prior to assuming the CTU designated position. The CTU and District will meet to discuss the appropriate return date. The employee so designated shall accrue all

seniority points as if he/she had never left the position. The CTU will compensate the District for the member's salary and employee benefits, as provided in Paragraph (C).

(F) By each June 15th, the CTU President will identify eleven (11) individuals to be released half-time for the next school year by the District in order to participate in negotiations, mediation, bargaining, grievances, arbitrations, labor/management meetings, hearings or to participate in local, state and national meetings on behalf of the CTU. In addition, the CTU President may request that these individuals shall receive an extended contract consisting of up to an additional 55 days, for a total of 250 days, at his/her daily rate, for the same reasons. In such case, such an extended contract shall be offered by the District. The CTU and the District will share equally in the cost of the released time. The CTU will compensate the District for the full cost of the extended contracts, including any STRS contributions attributable to the extended contracts.

(G) The CTU President may designate additional individuals so that they may participate in negotiations, mediation, bargaining, grievances, arbitrations, labor/ management meetings, hearings or to participation local, state and national meetings on behalf of the CTU, and who will receive an extended contract, for up to 55 days, for a total of 250 days, at his/her daily rate. In such case, the CTU will bear the full cost of any release time, including the teacher's salary and employment benefits and will further compensate the District for the full cost of the extended contracts, including any associated STRS contributions.

(H) In lieu of the extended contracts specified in Sections (A), (E), (F) and (G) above, the CTU President may request that certain CTU representatives be provided with a differential for TPO, to be paid in equal installments, or as otherwise mutually agreed upon between the CTU and District, in an amount not to exceed the terms listed above, and under the same conditions. The CTU will compensate the District for the full cost, including the cost of employment benefits and STRS contributions for this differential.

(I) The employee's right to the extended contract is expressly contingent upon continued designation by the CTU President. If for any reason, the CTU President withdraws the designation, either during or at the beginning or end of the school year, the employee's extended contract shall be immediately terminated and the employee shall have no recourse either under the collective bargaining agreement or under any statutory provision. The extended contract shall contain an express acknowledgment of this condition and an express waiver of any contractual or statutory rights. If a designated employee refuses to execute the contract, the District shall have no obligation to offer such employee an extended contract under this agreement.

(J) The parties expressly acknowledge and agree that this agreement shall not increase any financial contribution or obligation of the District beyond that presently in effect under Article II, Section 9.

### **PreK-8 SCHOOL EXTRACURRICULAR ACTIVITY PROGRAM**

1. This Memorandum of Understanding between the Cleveland Metropolitan School District (District) and the Cleveland Teachers Union, AFT Local 279, AFL-CIO ("CTU")

memorializes the District and CTU's shared commitment to continue the current collaborative working relationship and thus enhance the shared responsibility to provide quality education opportunities for all District students.

2. The District recognizes that all provisions in the 2007-2010 collective bargaining agreement between the District and the CTU and future CBAs as ratified, as well as other binding agreements on the CTU and the District in the form of Memoranda of Understanding (hereinafter collectively "CBA") shall remain in full force and effect.

3. The PreK-8 School Extracurricular Activity Program is designed to meet the needs of District students in grades 6, 7 and 8. The purpose of the activity program is to provide an opportunity for students in grades 6, 7 and 8 in all PreK-8 schools to participate in extracurricular activities. Student eligibility and participation will be based on student academic performance. Students must maintain 2.0 grade point average and have no F's in order to be eligible and participate in the extracurricular program. The PreK-8 School Extracurricular Activity Program will be offered at all District PreK-8 schools beginning in 2006-2007.

4. The District and the CTU agree that The PreK-8 School Extracurricular Activity Program must operate consistent with the terms of the CBA.

5. The PreK-8 School Extracurricular Activity Program is a program designed for students in grades 6, 7 and 8 in all PreK-8 schools. The Program is as follows: All PreK-8 schools will have the opportunity to choose a sport (grades 7 and 8) and activity program (grade 6, 7 and 8) from a variety of choices based on the following guidelines and funding availability:

a) Students in grade 7 and 8 only will be able to participate in the interscholastic sports program. Students must maintain a GPA of 2.0 and no Fs in order to retain their eligibility. Schools may choose from the following sports: Girls' Volleyball, Coed Soccer, Boys' Basketball, Girls' Basketball, Boys' Track, Girls' Track, Coed Wrestling, and Coed Golf.

b) Students in grades 6, 7 and 8 will be able to participate in an activity program at their school. Schools may choose from the following activities: Cheerleader, Military Drill, Hi-Stepper, Boys' Intramurals, Girls' Intramurals, Coed Intramurals (only if boys' and girls' intramurals have not been selected), Chess, Vocal Music, Instrumental Music and Drama.

c) Title IX guidelines will be followed.

d) School allocations for the 2007/2008 Sports and Activity Program will be based on the previous year's ADM-1 enrollment figures for grades 6, 7 and 8. Schools will not be able to exceed their school allocation for their sports and activity program. By April 13, 2006, and by April 1 in future years, a written mutual agreement between the principal and UCC will be developed to determine the activities that a school will offer for the following school year, based on ADM-1 enrollment for the present year.

- e) School allocations for the sports and activity program will be funded from the City of Cleveland funds. Continuation of the program is dependent on the renewal of the City of Cleveland funding.
- f) Each school will be given a per student allocation for every student in grades 6, 7 and 8 as based on the previous year's ADM-1 enrollment at those grades based on available funding.
- g) Schools will be required to adhere to a three-year commitment for their sports program due to extensive planning and securing of officials and program sites. Schools may change their activity programs by April 1 for the following year based on ADM-1 enrollment and allocation changes.
- h) In the Spring of 2008-2009, and every three years thereafter, PreK-8 schools will again have the ability to choose different sports or keep the same sports, pending available funding.
- i) All differential positions will be filled according to Article 23, Section 23 of the collective bargaining agreement.

Differential compensation for selected sports and activities will follow the approved rates in the Differential Listing for Middle Schools as found in the collective bargaining agreement as amended.

## APPENDIX K

### GUIDELINES FOR DONATING SICK LEAVE

Employees of the Cleveland Metropolitan School District are granted a specified number of sick leave days each year, and unused days accumulate without limit. The District and Unions are cooperating with employees who wish to “donate” days from their accumulated totals to other employees who are in need of sick leave for a serious illness but who have exhausted their own supplies. The District and Unions Joint Health Care Committee will continue to assess this program as it progresses. Donated sick days used by a recipient represent an additional cost to the District. Each day used costs the District 100% of the user’s daily rate, funds which would not have been expended if the sick day had remained in the donor’s accumulated total. For this reason, and for the protection of both the donor and recipient, the District will regulate these transactions, in cooperation with the Joint Health Care Committee. The following guidelines will govern the practice of donating sick days.

1. Sick leave may be donated only for a serious illness or injury of the employee or the employee’s immediate family.
2. The request to donate sick days will be made only on the official District form attached to these guidelines and must be reviewed by the employee’s Supervisor. Any employee may donate to any other employee.
3. For all occurrences of five (5) consecutive work days or more, recipients of donated sick days must file with the Division of Employee Services an application for medical leave, or a letter from their physician describing their condition and prognosis, or a copy of their application for disability leave. This information shall be segregated from the employee’s general personnel file and will not be subject to disclosure pursuant to a public records request.
4. Completed requests to donate sick days will be submitted by the Supervisor to the Division of Employee Services, which will check for medical leave or disability applications before forwarding them to the Payroll Division for processing.
5. An employee may receive an annual total of no more than 50 donated sick days.
6. The total of an employee’s sick day donations to all recipients may not exceed 5 days per year with the following additional limitation: Only employees with an accumulated sick leave balance of 15 or more days may donate more than one day per year, and must, after the donated days are subtracted, maintain a balance of at least fifteen (15) sick days.
7. The donation of sick days is irrevocable. Any donated days which are not used by the recipient will remain credited to the recipient’s accumulated sick day total and will not be returned to the donor by the District.

8. Unused donated sick days will not count toward the severance pay of the recipient. The total of all donated sick days, whether used or not, will be subtracted from the recipient's sick leave balance at retirement.

9. Donations to either classified or certificated recipients are permitted, regardless of the classification of donor.

10. The donation of sick leave days by one employee to another is a charitable act to be undertaken at the sole discretion of the donor. No employee has a right to expect to receive donated days, and no undue pressure on employees to donate sick days to another employee will be allowed. Solicitation of sick days must be undertaken by a third party, not by the intended recipient.

11. The sick day donation process is a discretionary service; any employee's refusal to donate will not be subject to formal grievances.

## APPENDIX L

### PEER ASSISTANCE AND REVIEW (PAR)

In order to improve teacher effectiveness and academic achievement in the Cleveland Metropolitan School District, the CTU and CMSD agree to implement the Peer Assistance and Review Program (PAR). The goals of this program are:

To provide the support to help teachers develop as career educators.

To create and maintain a success-oriented atmosphere for teachers and students.

To provide a process for guiding and supporting teacher efforts to acquire and use effective research based educational strategies, skills, and methods.

To provide a method for teachers to request and receive non-threatening assistance and guidance.

To use sound educational research to guide teachers in their selection of instructional strategies.

To professionalize teaching by allowing practitioners to monitor personnel and to assist in the retention of its members.

Two components of the PAR Program:

1. Intervention:

a. After receiving a Composite observation rating of “Ineffective” the principal may recommend a teacher be placed in the PAR Program at the Composite Evaluation conference for the upcoming school year.

b. The Principal’s recommendation is given to the PAR Governing Board. The PAR Governing Board will assign one or more Peer Advisor(s) to conduct unannounced evaluations/visits to the teacher’s classroom in September.

c. The Peer Advisor(s) submits his/her findings to the PAR Governing Board. The advisors will give their recommendation to admit a teacher into the PAR Program or their determination that PAR is not needed.

d. The PAR Governing Board will make a final decision as to the teacher’s placement in PAR.

e. A teacher will remain in PAR for a minimum of one school year, to a maximum of two school years (per peer advisor recommendation).

f. At the end of one school year as a result of non-improvement, a peer advisor may recommend a teacher for non-reappointment or termination. The

non-reappointment or termination recommendation will be made to the PAR Governing Board.

g. After reviewing all evidence, the PAR Governing Board will recommend its findings to the CEO. The CEO will make a recommendation for non-reappointment/termination to the Board of Education. (See PAR Governing Board for non-reappointment/termination procedures.)

2. Volunteer:

a. A teacher experiencing difficulties and recognizing that he/she needs assistance in classroom teaching strategies may volunteer to participate in the PAR Program. The volunteer teacher may electronically contact the PAR Liaison to request voluntary PAR. The PAR Liaison will forward the teacher's request to the PAR Governing Board.

b. The PAR Governing Board will assign a peer advisor to the volunteer participant.

c. The volunteer component of the PAR program will be voluntary and non-evaluative. A volunteer in the PAR program can determine that he/she no longer requires assistance at any time.

### **The PAR Governing Board**

The Governing Board of the CMSD PAR Program consists of nine (9) members. Five members are appointed by the President of the Cleveland Teachers Union and four members are appointed by the CEO.

Appointed members will serve on the board for two years. Initially, two administrators and two CTU members will be selected to serve only one year in order to stagger future two-year appointments. This action will provide for continuity on the Governing Board. Chair of the Governing Board is rotated annually between the CTU and CMSD.

The Governing Board's functions include, but are not limited to, the following: setting policy and procedures regarding the PAR program; interviewing and selecting a Peer Liaison; accepting or rejecting the recommendations of the Peer Advisors regarding progress or lack of progress of the Advisees; and forwarding to the CEO a recommendation regarding each Advisee's future employment. Peer Advisors will meet with the Governing Board to present written documentation of their efforts to provide support and assistance to their assigned teachers. They will also explain and justify recommendations that are made.

The Governing Board may recommend to the CEO the non-reappointment of a limited contract teacher by a minimum two-thirds vote (6-3) after it has heard the recommendation of the Peer Advisor and rebuttal from the teacher involved in intervention. The Governing Board may recommend termination of a continuing contract teacher; however the due process procedure as outlined in Article 18, Section 1) of the collective bargaining agreement (CBA) outlining due

process regarding termination and pre-disciplinary hearing must be followed prior to a recommendation by the CEO to the Board of Education.

The Governing Board will review the performance of peer advisors. An advisor's effectiveness will center on an advisee's assessment of the advisor's help, recommendations from the PAR liaison, and a review by the Governing Board. Ineffective peer advisor performance will result in an advisor not being retained in the program.

### **The Peer Liaison**

The Peer Liaison is a bargaining unit member of CTU, will be selected via the posting-interview process, will serve in the position no longer than three school years and upon leaving the Liaison position will be treated as a Necessary Transfer per Article 12, Section 2 of the collective bargaining agreement. The Peer Liaison coordinates the day-to-day operation of the peer advisor component of the PAR program. Additionally, the Peer Liaison may work with teachers as a part of the voluntary component but may not be assigned intervention cases. The Peer Liaison reports to the CTU President, the CEO and the PAR Governing Board for a three-year period of time. The Liaison's charge is to work with District administrators, building administrators, Union officials, and peer advisors to provide management, support and guidance for the overall success of the program. Additionally, the Liaison is responsible for a portion of the overall evaluation of the peer advisor.

### **The Peer Advisors**

The Peer Advisor is a bargaining unit member of CTU and is a Teacher Incentive Fund participant. He/she will be selected via the posting-interview process and will serve in the position no longer than two school years. The Peer Advisors assist and assess struggling teachers with the goal of enabling these teachers to achieve success in the classroom. Every attempt is made within the constraints of the PAR program to pair an advisee with a Peer Advisor that holds similar certification/licensure.

The following services are provided by Peer Advisors: formal and informal classroom observations, conferences, demonstration lessons, support materials, mutual goal setting, and assessment and evaluation.

## **APPENDIX N**

### **JOINT RESOLUTION ON COMMITTEES**

Whereas, the 2007 Interest Based Bargaining Negotiations between the Cleveland Teachers Union and the Cleveland Metropolitan School District resulted in the establishment of joint committees related to issues in the collective bargaining agreement (CBA), the CTU and CMSD are committed to resolving issues collaboratively;

Whereas, these committees include but are not limited to: Female Academy, Male Academy, Ginn Academy, STEM, Elementary Academy (Chinese Immersion), Parent Academy, Cleveland On-line Academy, Residency Based Honors Academy, University Based (PreK-8) and (9-10), Student Uniform, Forms, Substitute Handbook, Summer School, Music, Early Elementary Discipline, Preschool, Academic Intervention Team, Discipline Guidelines Review, AAP Template, Peer Assistance, Right of Removal, Differential Evaluation, LMC, Evaluation Review, Student Attendance and Incentives;

Whereas, CTU and CMSD agree an urgency exists to continue ongoing meetings of established committees for the purpose of developing mutual agreements that resolve issues regarding the development of new schools, programs and initiatives;

Whereas, CTU and CMSD recognize the importance of continued discussion of issues related to the collective bargaining agreement;

Therefore, be it resolved that the CTU and CMSD agree that these committees will continue to report monthly and submit a written status report including recommendations, progress and outcomes to the joint negotiating team for the purpose of continued collaboration.

## APPENDIX O

### ARTICLE 27 – SEVERANCE PAY DEFERRAL PLAN

A. Notwithstanding anything in this Resolution or existing Board policies to the contrary, in accordance with the terms of this Agreement and any related provisions of a plan document adopted by the Board to comply with the requirements of Internal Revenue Code (“IRC”) Section 403(b), retiring employees described in Section 3 shall have their severance pay mandatorily paid into an annuity contract or custodial account that is designed to meet the tax-qualification requirements of IRC Section 403(b) (a “Tax Sheltered Annuity” [TSA]), hereinafter referred to as the “403(b) Plan.” The provisions of this Article are effective for all employees whose effective date of retirement is after the effective date of this Article.

B. Participation in the 403(b) Plan shall be mandatory for a bargaining unit member who retires after the calendar year the employee has attained age 54 and is entitled to “Severance Pay” (as defined below). An employee who is required to participate in the 403(b) Plan is hereinafter referred to as a “Participant.”

C. For purposes of the 403(b) Plan, the term “Severance Pay” shall include all of the following types of cash payments that are payable to a Plan Participant upon retirement:

1. Any severance pay that is payable to a retiring bargaining unit member under Article 26; and.
2. CMSD and CTU will work with legal counsel and tax consultants for the purpose of exploring if those bargaining unit members who accepted the Employee Separation Plan and will retire in Summer 2007 can access the tax shelter annuity program.

D. If a retiring employee is a Participant in the 403(b) Plan, an employer contribution shall be made on his or her behalf under the 403(b) Plan in an amount equal to the lesser of:

1. The total amount of the participant’s Severance Pay, or
2. The maximum contribution amount allowable under the terms of the 403(b) Plan.

To the extent that a Participant’s Severance Pay exceeds the maximum amount allowable under the 403(b) Plan in the calendar year of payment, the excess amount shall be payable to the 403(b) Plan in January of the following calendar year; and if the amount to be paid to the 403(b) Plan in January of the following year exceeds the maximum amount that is permitted under the 403(b) Plan for such calendar year, the excess shall be paid to the Participant in cash.

E. The TSA that shall be used for the 403(b) Plan shall be the AIG VALIC Portfolio Director Series 6 group annuity contract. 403(b) Plan participants shall be required to complete AIG VALIC enrollment forms; and unless and until a member does so, no contribution of Severance Pay shall be made to under the 403(b) Plan on behalf of the member.

F. If a Participant is entitled to have a contribution paid to the 403(b) Plan and dies prior to such contribution being paid to the 403(b) Plan, the contribution shall be paid to the TSA provider and then paid to a Beneficiary of the employee in accordance with the terms of the TSA provider contract; provided, however, that if the Participant does not have a TSA in effect at the date of death, the Severance Pay shall be paid in cash to the estate of the deceased bargaining unit member.

G. If a bargaining unit member is entitled to Severance Pay and is not required to be a Participant in the 403(b) Plan, the bargaining unit member's Severance Pay shall be payable to the bargaining unit member in a lump sum cash payment by a date selected by the Chief Financial Officer (CFO) that is not later than 2-1/2 months after the last day of the bargaining unit member's employment. However, in accordance with the requirements of IRC Section 403(b) and other applicable federal income tax law, a bargaining unit member may elect to have all or a portion of the bargaining unit member's Severance Pay deferred into a TSA or into a trust, custodial account or annuity that is intended to be part of a deferred compensation plan that is tax-qualified under IRC Section 457(b) (a "Section 457 Plan") that is otherwise maintained by the Board for its employees.

The CFO shall have authority to establish rules relating to the elective deferral of Severance Pay as the CFO shall deem to be necessary or desirable to assure compliance with the applicable federal income tax law.

If a bargaining unit member is entitled to a cash payment of Severance Pay, has elected to defer some or all of it to a TSA or Section 457 Plan, and dies prior to the date such amount is paid to the TSA or Section 457 Plan, the amount that the employee had elected to be paid to a TSA or Section 457 Plan shall nevertheless be paid to the TSA or Section 457 Plan. If a bargaining unit member had not designated a specific TSA or Section 457 Plan, it shall be paid to the last TSA or Section 457 Plan which had received contributions on behalf of the deceased bargaining unit member; provided, however, that if the bargaining unit member had no TSA or Section 457 Plan, the deferred amount shall instead be paid to the deceased bargaining unit member's estate. If a bargaining unit member is entitled to a cash payment of severance pay, to the extent that the bargaining unit member has not elected to defer such amount to a TSA or Section 457 Plan and dies prior to the date of such payment, the amount payable in cash shall be paid to the estate of the bargaining unit member.

H. All contributions to the 403(b) Plan and all deferrals to a TSA or Section 457 Plan, and all cash payments to bargaining unit members, shall be subject to reduction for any tax withholding or other withholding that the CFO determines is required by law. Neither the Board, nor the CFO, nor the Cleveland Teachers Union guarantee any tax results associated with the 403(b) Plan or deferrals to a TSA or Section 457 Plan, or cash payments made to a bargaining unit member.

I. The CFO of the School District may execute any and all legal documents that may be required to establish and maintain the 403(b) Plan, including, without limitation, hold harmless agreements with TSA providers, and to make any required filings with the Internal Revenue Service or other governmental agencies. In addition, the terms of this 403(b) Plan that provide for the deferral of Severance Pay may be subsequently incorporated into the terms of a

plan document that is adopted to comply with the requirements of IRC Section 403(b). Further, the CFO may adopt rules and regulations relating to plan administration as the CFO deems to be necessary or desirable for plan administration and compliance with applicable law.

## APPENDIX P-1

Appendix P-1			
Benefits	<b>UHChoice Network Only (No coverage if outside UHChoice network, except in emergency)</b>	<b>AETNA <a href="http://www.aetna.com">http://www.aetna.com</a> Network /Non-Network</b>	<b>MMO-SUPERMED PLUS POO <a href="https://member.medmutual.com">https://member.medmutual.com</a> Network /Non-Network</b>
Major Medical			
Single (deductible)	\$0	\$0 /\$250	\$0 /\$250
Family (deductible)	\$0	\$0 /\$500	\$0 /\$500
Co-insurance	100%	100% /70%	100% /80%
Single (Max Out-of-pocket for Co-Insurance)	\$0 (excludes payroll contributions)	\$0/\$2,250 (excludes deductible and payroll contributions)	\$0 /\$2,000 (excludes deductible and payroll contributions)
Family (Max Out-of-pocket for Co-Insurance)	\$0 (excludes payroll contributions)	\$0 /\$4,500 (excludes deductible and payroll contributions)	\$0/\$4,000 (excludes deductible and payroll contributions)
Lifetime Maximum	Unlimited	Unlimited	Unlimited
Hospital Services (Emergency Co-pay (ER), Urgent Care Co-pay (UC))	\$50 Co-pay (ER) \$25 Co-pay (UC)	\$75 Co-pay \$35 Co-pay (UC) /70%	\$75 Co-pay \$35 Co-pay (UC) /80%
Physician Services (Office Visit or Telemed) Specialist	\$10 Co-pay  \$25 Co-pay	\$20 Co-pay /70%  \$30 Co-pay /70%	\$20 Co-pay /80%  \$30 Co-pay /80%
Physician Services (Surgery, 2 <sup>nd</sup> Surgery Opinion)	100%	100%/70%	100%/80%
Physician Services (X-Ray & Lab)	100%	100%/70%	100%/80%
Prescription Drug – Generic – Formulary – Non-Formulary	\$5 Co-pay \$10 Co-pay \$10 Co-pay	\$5 Co-pay \$ 15 Co-pay \$ 20 Co-pay	\$5 Co-pay \$ 15 Co-pay \$ 20 Co-pay
Contraceptives	Covered	Covered	Covered

<b>Mail Order/Days Supply per prescription</b>	90 Days	90 Days	90 Days
Generic	\$5 Co-pay	\$10 Co-pay	\$10 Co-pay
Formulary	\$10 Co-pay	\$30 Co-pay	\$30 Co-pay
Non-Formulary	\$10 Co-pay	\$40 Co-pay	\$40 Co-pay
<b>Physical/Occupational Therapy</b>	\$10 Co-pay	\$15 Co-pay /70%	\$15 Co-pay /80%
Annual Maximum	Up to 2 months or 30 visits per therapy, whichever is greater	60 visits	60 visits
<b>Speech Therapy</b>	\$10 Co-pay Up to 2 months or 30 visits, whichever is greater	\$15 Co-pay /70% 20 visits per benefit period	\$15 Co-pay /80% 20 visits per benefit period
Mental Health – In Patient	100%	100% /70%	100% 80%
Substance Abuse – In Patient	100%	100% /70%	100% /80%
MH & SA – In Patient (Combined)	Unlimited	Unlimited	Unlimited
Mental Health – Outpatient	\$10 Co-pay	\$15 Co-pay /70% after deductible	\$15 Co-pay /80% after deductible
Substance Abuse – Outpatient	100%	\$15 Co-pay /70%-after deductible	\$15 Co-pay / 80% after deductible
<b>Dependent Age Limit</b>	To Age 26	To Age 26	To Age 26
Special Feature – Durable Meds. Equip.	100%	100%/70%	100%/80%
Special Feature – Hospice	100%	100%	100%
Special Feature – Skilled Nursing	100%	100%/70%	100%/80%
Special Feature – Organ Transplant	100%	100% /70%, (if pre-authorized)	100% /50% Separate 1 Million Lifetime
Infertility Services	70% - See Certificate for exclusions	Not Covered	Not Covered

Medical benefit forms will be submitted separately for printing.

### Medical Benefit Summary

The above chart is a broad summary of the medical, dental, life and vision insurance provisions. Other plan provisions and limitations may apply. If there is a discrepancy between the plan document and this bulletin, the plan document will prevail. \*See Certificate of Coverage for details.

**CLEVELAND METROPOLITAN SCHOOL DISTRICT**

**Vision Insurance Benefits Summary**

<b>Spectera (United HealthCare Vision Plan) (Local 279)</b>	
<b>Description</b>	<b>Employee Benefit/Co-pay</b>
<p><b>Examination</b> One exam every 24 months for employees and dependents 19 years of age or older, and once every 12 months for employees and dependents under age 19.</p>	Exam \$0 Co-pay
<p><b>Lenses / Frames</b> One pair every 24 months for employees and dependents 19 years of age or older, and once every 12 months for employees and dependents under age 19. Covered in full, including lens options such as tinted lenses and scratch-resistant coatings.</p>	Single Vision \$45.00 Co-pay Standard Bifocals Standard Trifocals Lenticular or Aphakic Lens Frames on display
<p><b>Contact Lenses</b> One pair every 24 months for employees and dependents 19 years of age or older, and once every 12 months for employees and dependents under age 19. In lieu of spectacle lenses and a frame, employees and dependents may choose contact lenses. Cosmetic and Medically Necessary contact lenses are covered in full (up to 4 boxes of disposable lenses.)</p>	Contact lenses \$45.00 Co-pay
<p>When you are ready to use your benefit, simply call the Spectera/United Optical or Union Eye Care facility most convenient to you and make an appointment. Spectera/United Optical will request the employee's social security number and patient's date of birth to verify eligibility.</p>	

**Dependent child coverage is provided to eligible children until age 26**

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

**CLEVELAND METROPOLITAN SCHOOL DISTRICT**

**Dental Benefit Summary**

**MetLife Insurance  
Effective 1/1/18**

<b>Description</b>	<b>Basic</b>		<b>Enhanced</b>	
<b>Deductible</b>	\$ 25 Individual / \$ 50 Family		\$ 25 Individual / \$ 50 Family	
<b>Calendar Year Maximum</b>	\$1,500 per person		\$ 2,500 per person	
	In-Network	Out-of-Network	In-Network	Out-of-Network
<b>Preventative</b> Oral Examinations – 2 per year Prophylaxis (cleanings) – 2 per year Topical Fluoride Applications – to age 14 annually Bitewing X-rays– 1 per year Full Mouth X-rays–once every 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**
<b>Basic</b> Fillings, Simple Extractions, Endodontics, Oral Surgery, Periodontics, General Anesthesia, Consultations	80% of PDP Fee*	80% of R&C Fee**	80% of PDP Fee*	80% of R&C Fee**
<b>Major</b> Bridges and Dentures – once every 5 years Inlays, Onlays & Crowns – once every 5 years Prosthetics (Fixed) – once every 5 years Crown Build-ups Veneers, Harmful Habit Appliance, Crown, Denture & Bridge Repair Implants (Covered under the Enhanced Plan Only) – Installation once per 60 months; maintenance once per 12 months	20% of PDP Fee*	20% of R&C Fee**	80% of PDP Fee*	80% of R&C Fee**
<b>Orthodontics – Child Only</b> Dependents covered until age 19	20 % of PDP Fee*	20% of R&C Fee**	80% of PDP Fee*	80% of R&C Fee**
<b>Orthodontia Lifetime Maximum</b>	\$1,500 per person	\$ 1,500 per person	\$2,500 per person	\$2,500 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.				

**Dental Coverage is extended to eligible dependents until age 19 or 23 if a full-time student.**

**CLEVELAND METROPOLITAN SCHOOL DISTRICT**

**Payroll Deductions (Bi-Monthly)  
Eff. 1/1/18**

<b>CLEVELAND TEACHERS UNION</b>	<b>CALENDAR YEAR</b>			
<b>Full Time Employees (assigned a minimum of 19 hours per week)<sup>‡1</sup></b>	<b>Single – Wellness</b>	<b>Single – No Wellness</b>	<b>Family<sup>2</sup> – Wellness</b>	<b>Family<sup>2</sup> – No Wellness</b>
<b>Aetna</b>	\$37.50 <sup>3</sup>	\$50.00 <sup>3</sup>	\$85.00 <sup>3</sup>	\$110.00 <sup>3</sup>
<b>UHChoice</b>	\$17.50	\$25.00	\$50.00	\$60.00
<b><u>MMO-SuperMed Plus PPO</u></b>	\$37.50 <sup>3</sup>	\$50.00 <sup>3</sup>	\$85.00 <sup>3</sup>	\$110.00 <sup>3</sup>
<b>Basic Dental</b>	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
<b>Enhanced Dental</b>	\$6.83		\$22.15	
<b>Vision –United HealthCare Vision</b>	\$0.00			

<sup>‡1</sup>Qualifying eligibility hours are based on District approved assignments and hours. Review your collective bargaining agreement for specific coverage and eligibility rules.

<sup>2</sup>Working Spouse shall pay the following monthly surcharge for coverage as primary under any CMSD plan option: \$100.00 for the life of the contract (\$50.00 each bi-monthly payroll deduction).

<sup>3</sup>For Aetna and MMO coverage, at present the 2018 rates are unknown; the amounts in the chart represent the maximum amount that an employee could have deducted. Employees will pay 10% of the premium (COBRA equivalency), subject to the hard caps referenced above.

**APPENDIX P-2**

**[PHYSICIAN CERTIFICATION ART. 29, SEC. 2]**

Date \_\_\_\_\_

[Name and Address of  
Independent Third Party]

To whom it may concern:

On \_\_\_\_\_, \_\_\_\_\_ successfully completed (1)  
[Date of completion] [Individual's name]

biometric testing consisting of BMI, glucose, blood pressure and cholesterol testing and (2) a health risk assessment.

[Name and address of Physician]

## APPENDIX P-3

12/8/2016

Preventive Services Covered Under the ACA | HHS.gov

HHS.gov  
Health Care

U.S. Department of Health & Human Services

### Preventive Services Covered Under the Affordable Care Act

If you have a new health insurance plan or insurance policy beginning on or after September 23, 2010, the following preventive services must be covered without your having to pay a copayment or co-insurance or meet your deductible. This applies only when these services are delivered by a network provider.

- [Covered Preventive Services for Adults](#)
- [Covered Preventive Services for Women, Including Pregnant Women](#)
- [Covered Preventive Services for Children](#)

#### 15 Covered Preventive Services for Adults

1. [Abdominal Aortic Aneurysm](#) one-time screening for men of specified ages who have ever smoked
2. [Alcohol Misuse](#) screening and counseling
3. [Aspirin](#) use for men and women of certain ages
4. [Blood Pressure](#) screening for all adults
5. [Cholesterol](#) screening for adults of certain ages or at higher risk
6. [Colorectal Cancer](#) screening for adults over 50
7. [Depression](#) screening for adults
8. [Type 2 Diabetes](#) screening for adults with high blood pressure
9. [Diet](#) counseling for adults at higher risk for chronic disease
10. [HIV](#) screening for all adults at higher risk
11. [Immunization](#) vaccines for adults—doses, recommended ages, and recommended populations vary:
  - Hepatitis A
  - Hepatitis B
  - Herpes Zoster
  - Human Papillomavirus

<http://www.hhs.gov/healthcare/facts-and-features/fact-sheets/preventive-services-covered-under-aca/>

1/5

- Influenza (Flu Shot)
- Measles, Mumps, Rubella
- Meningococcal
- Pneumococcal
- Tetanus, Diphtheria, Pertussis
- Varicella

[Learn more about immunizations and see the latest vaccine schedules.](#)

12. **Obesity** screening and counseling for all adults
13. **Sexually Transmitted Infection (STI)** prevention counseling for adults at higher risk
14. **Tobacco Use** screening for all adults and cessation interventions for tobacco users
15. **Syphilis** screening for all adults at higher risk

## 22 Covered Preventive Services for Women, Including Pregnant Women

The eight new prevention-related health services marked with an asterisk ( \* ) must be covered with no cost-sharing in plan years starting on or after August 1, 2012.

1. **Anemia** screening on a routine basis for pregnant women
2. **Bacteriuria** urinary tract or other infection screening for pregnant women
3. **BRCA** counseling about genetic testing for women at higher risk
4. **Breast Cancer Mammography** screenings every 1 to 2 years for women over 40
5. **Breast Cancer Chemoprevention** counseling for women at higher risk
6. **Breastfeeding** comprehensive support and counseling from trained providers, as well as access to breastfeeding supplies, for pregnant and nursing women\*
7. **Cervical Cancer** screening for sexually active women
8. **Chlamydia Infection** screening for younger women and other women at higher risk
9. **Contraception**: Food and Drug Administration-approved contraceptive methods, sterilization procedures, and patient education and counseling, not including abortifacient drugs\*
10. **Domestic and Interpersonal violence** screening and counseling for all women\*
11. **Folic Acid** supplements for women who may become pregnant
12. **Gestational diabetes** screening for women 24 to 28 weeks pregnant and those at high risk of developing gestational diabetes\*

13. Gonorrhea screening for all women at higher risk
14. Hepatitis B screening for pregnant women at their first prenatal visit
15. Human Immunodeficiency Virus (HIV) screening and counseling for sexually active women\*
16. Human Papillomavirus (HPV) DNA Test: high risk HPV DNA testing every three years for women with normal cytology results who are 30 or older\*
17. Osteoporosis screening for women over age 60 depending on risk factors
18. Rh incompatibility screening for all pregnant women and follow-up testing for women at higher risk
19. Tobacco Use screening and interventions for all women, and expanded counseling for pregnant tobacco users
20. Sexually Transmitted Infections (STI) counseling for sexually active women\*
21. Syphilis screening for all pregnant women or other women at increased risk
22. Well-woman visits to obtain recommended preventive services\*

[Learn more about Affordable Care Act Rules on Expanding Access to Preventive Services for Women.](#)

(Effective August 1, 2012)

## 26 Covered Preventive Services for Children

1. Alcohol and Drug Use assessments for adolescents
2. Autism screening for children at 18 and 24 months
3. Behavioral assessments for children of all ages  
Ages: 0 to 11 months, 1 to 4 years, 5 to 10 years, 11 to 14 years, 15 to 17 years.
4. Blood Pressure screening for children  
Ages: 0 to 11 months, 1 to 4 years, 5 to 10 years, 11 to 14 years, 15 to 17 years.
5. Cervical Dysplasia screening for sexually active females
6. Congenital Hypothyroidism screening for newborns
7. Depression screening for adolescents
8. Developmental screening for children under age 3, and surveillance throughout childhood
9. Dyslipidemia screening for children at higher risk of lipid disorders  
Ages: 1 to 4 years, 5 to 10 years, 11 to 14 years, 15 to 17 years.
10. Fluoride Chemoprevention supplements for children without fluoride in their water source

11. **Gonorrhea** preventive medication for the eyes of all newborns
12. **Hearing** screening for all newborns
13. **Height, Weight and Body Mass Index** measurements for children  
Ages: 0 to 11 months, 1 to 4 years, 5 to 10 years, 11 to 14 years, 15 to 17 years.
14. **Hematocrit or Hemoglobin** screening for children
15. **Hemoglobinopathies** or sickle cell screening for newborns
16. **HIV** screening for adolescents at higher risk
17. **Immunization** vaccines for children from birth to age 18 —doses, recommended ages, and recommended populations vary:
  - Diphtheria, Tetanus, Pertussis
  - Haemophilus influenzae type b
  - Hepatitis A
  - Hepatitis B
  - Human Papillomavirus
  - Inactivated Poliovirus
  - Influenza (Flu Shot)
  - Measles, Mumps, Rubella
  - Meningococcal
  - Pneumococcal
  - Rotavirus
  - Varicella

[Learn more about immunizations and see the latest vaccine schedules.](#)
18. **Iron** supplements for children ages 6 to 12 months at risk for anemia
19. **Lead** screening for children at risk of exposure
20. **Medical History** for all children throughout development  
Ages: 0 to 11 months, 1 to 4 years, 5 to 10 years, 11 to 14 years, 15 to 17 years.
21. **Obesity** screening and counseling

22. **Oral Health** risk assessment for young children

Ages: 0 to 11 months, 1 to 4 years, 5 to 10 years.

23. **Phenylketonuria (PKU)** screening for this genetic disorder in newborns

24. **Sexually Transmitted Infection (STI)** prevention counseling and screening for adolescents at higher risk

25. **Tuberculin** testing for children at higher risk of tuberculosis

Ages: 0 to 11 months, 1 to 4 years, 5 to 10 years, 11 to 14 years, 15 to 17 years.

26. **Vision** screening for all children

[Learn more about the U.S. Preventive Services Task Force Recommendations.](#)

*Posted on: September 23, 2010*

Content created by Assistant Secretary for Public Affairs (ASPA)

Content last reviewed on September 27, 2012

## **APPENDIX Q**

### **ACADEMIC PROGRESS TEAM**

Each school will establish an Academic Progress Team (APT). Members of this Team will be mutually selected by the Principal and Building Chairperson. This team shall consist of the Principal, Building Chairperson, three (3) classroom teachers, one (1) ESP teacher, one (1) certificated non-classroom member and one (1) paraprofessional. Duties of the team will include implementation of the Transformation Plan, developing academic goals, developing ideas for reaching academic goals, involvement in school based professional development, and implementing the school's AAP.

## **APPENDIX R**

### **CHARTER SCHOOL NEUTRALITY STATEMENT**

The following statement shall be placed in all community (charter) school contracts sponsored by the District:

“CMSD understands and confirms its commitment to meet its obligation under ORC Chapters 3314 and 4117 with respect to community schools and the rights of employees in those schools to seek to join together for purposes of collective bargaining. As well, CMSD recognizes the right of the CTU as a labor organization to seek to organize and represent, for the purposes of collective bargaining, teachers and paraprofessionals employed by community schools located within the boundaries of the District. CMSD agrees that it will not place nor attempt to place restrictions on the employees or sponsors or governing boards of any community school with respect to whether the employees of such community school should join or not join CTU or any other labor organization.”

## **APPENDIX S**

### **TDES TRANSITIONAL LAY-OFF PROCEDURE (2013-2015)**

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 2013-2014 school year and procedure for recall of teachers laid off pursuant to this Appendix S and layoffs of RSPs that take effect during the 2013-2014 and 2014-2015 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. Temporary and/or substitute teachers;
2. Those teachers on limited or extended limited contracts who were removed from the TDES evaluation process for the 2012-2013 school year due to performance issues and who demonstrated unsatisfactory performance as of the conclusion of the 2012-2013 evaluation cycle;
3. Those teachers on continuing contracts who were removed from the TDES evaluation process for the 2012-2013 school year due to performance issues and who demonstrated unsatisfactory performance as of the conclusion of the 2012-2013 evaluation cycle;
4. Probationary teachers;
5. Those teachers on limited or extended limited contracts who were removed from the TDES evaluation process for the 2012-2013 school year due to performance issues and who demonstrated satisfactory performance as of the conclusion of the 2012-2013 evaluation cycle;
6. Those teachers on continuing contracts who were removed from the TDES evaluation process for the 2012-2013 school year due to performance issues and who demonstrated satisfactory performance as of the conclusion of the 2012-2013 evaluation cycle;
7. Those teachers on limited or extended limited contracts who were evaluated under the TDES system;
8. 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 17, Section 4, Seniority Tie-Breaker,

will be used. Teachers within any category shall be laid off by inverse system seniority, subject to Section C below.

C. By September 15, 2013 a committee comprised 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 19 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 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 19 apply to layoffs and recalls that take effect during the school year, and 2014-2015 school year for RSPs.

## **APPENDIX T**

### **MEMORANDUM OF UNDERSTANDING**

In order to provide high-quality professional development to Cleveland's teachers and other educators, CTU will provide input and suggestions for professional development opportunities.

In the 2016-2017 school year, teachers assigned to the Joint Governing Panel (JGP) will assist in the development and implementation of District-wide professional development. In the 2017-2018 school year, teachers assigned to the JGP will be identified for Necessary Transfer prior to OPI-1 as outlined in Article 12, unless the CEO and CTU President mutually agree to continue this assignment. Should any member of the JGP be selected for another position, their position on the JGP will be eliminated.

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## APPENDIX U

### TDES GLOSSARY OF TERMS AND FORMS

#### TDES Glossary of Terms

1. **Announced Observation** - evaluation of teaching/professional practice (minimum of 30 minutes in duration) that has been preceded by at least one walk-through, a professional's completion of a TDES lesson plan document, a pre-conference, and a collaboratively agreed upon time, date and location of the observation.
2. **Events** - are specific components of the TDES process. It includes any of the 5-6 occurring circumstances activities that are evaluation-related. These include: three walk-throughs, an announced, unannounced observations and the composite summative evaluation conferences.
3. **Great Teachers Great Leaders (GTGL) Network** - this is the electronic portal that will be used to house manage the evaluation process consistent of all of the TDES materials, documents, records, etc. Teachers/professionals and evaluators will submit all required documents and complete all phases of evaluation via this portal. All elements of a professional's evaluation file will be housed in the portal as well. Human Resources will also use this system to house all personnel files. Human Resources will have access to the system. Some select data related to licensure and professional development may be incorporated into the system in the near future.
4. **Power Components** - foundational skills listed as components in Domains I, II, III, and IV that are considered to be fundamental to teaching. A rating of Ineffective in one or more of the power components will trigger interventions to assist a teacher/professional to support growth and development of for improved practice. For CMSD, the nine power components have been identified as: 1 c, e, 2 b, c, d, 3 c and d, and 4 b, c.
5. **Preponderance of evidence** - dominate (dominant) amount(s) of evidence that indicates a designation of (Ineffective, Developing, Skilled or Accomplished).
6. **Ten-Day Cycle** - The amount of time (working days) in which a complete observation event should take place inclusive of pre-conference, observation, a professional's self-evaluation, and post-conference.
7. **Walk-Through** - an evaluator's visit to the teacher's classroom, a professional's workplace/environment that is five to fifteen minutes in duration. Written feedback is given following a walk-through. If the evaluator is looking for evidence of off-stage domains, one of the walk-throughs can be a conversational walk-through in which an evaluator will discuss with the professional the off-stage components of TDES. A teacher/professional or evaluator may request an additional walk-through, yet the request may be denied. (Note: using the word "request" already makes explicit the fact that it is not a required event.)
8. **Professional Growth Plan (PGP)** - A developmental plan required by the Ohio Department of Education and incorporated into TDES. This form requires a teacher, in collaboration with his/her evaluator, to determine a plan of "study"

areas and goals for growth and/or an area of concentration for professional development also used for growth purposes that he/she wishes to pursue to improve and enhance his/her practice. A PGP is completed by a professional who rates (is rated) Skilled or Accomplished on his/her composite evaluation form.

9. **Professional Improvement Plan (PIP)** - An improvement plan required by the Ohio Department of Education and incorporated into TDES. This form requires a teacher and his/her evaluator to collaboratively determine a course of professional development action/study of concentration area that the professional and evaluator believe will support, improve, and enhance the professional's practice. A PIP is completed by a professional whose preponderance of evidence indicates an Ineffective or Developing rating overall, or Ineffective on one or more of the power components as a result of the first announced observation or on the composite evaluation form at the end of the school year.
10. **TDES Coordinator** - is a CTU member who has been hired, via a joint interview and selection process, whose primary job as an educator on release is to act as a liaison between CTU members, the TDES Steering Committee and Administration to problem-solve, offer professional development and answer questions regarding TDES and its implementation.
11. **TDES Steering Committee 2.0** - This leaner version of the original CMSD/CTU Joints Design Committee will work to continue oversight of the TDES System. This body comprised of four CEO appointees and four CTU President Appointees will report to the CEO and CTU President regularly to convey important information regarding TDES. Additionally, it will be the task of this steering committee to oversee the implementation, TDES-related professional development, communication, and data produced by TDES. They may also make recommendations for continued developmental changes to TDES.
12. **Unannounced Observation** - observation of teaching/professional practice (minimum thirty (30) minutes in duration), occurring during the second semester, that has been preceded by at least one walk-through following the first announced observation, and the announced observation's post-conference. The professional does not necessarily know the exact day, time, or place of the unannounced observation. A pre-conference will not have occurred, nor will the professional have had to complete an official TDES lesson plan for the unannounced observation.
13. **RSP Document Submission Guidelines** for all other Licensed/Certificated Bargaining Unit Members (e.g., guidance counselors, psychologists, and other Related Service Providers) and for occupational/physical therapy assistants - No more than two documents per component may be submitted initially. The documents selected should show, for each component, the traits of the level of performance the professional believes are representative of their performance in that component. The professional should discuss these chosen documents with the evaluator, explaining why and how they are representative of the desired level of performance in that component. Evaluators may request a specific number of additional samples of evidence for a particular component to support a professional's contended level of performance. The professional may include a specific number of additional examples for a particular component. It is not

necessary to submit every document related to a component in order to demonstrate best practice. Careful, thoughtful selection of exemplars is recommended.

**APPENDIX V**

**LEGACY DOCUMENTS**

**July 1, 2013 LEGACY DOCUMENT**

This document reflects excerpts from the 2010-2013 Agreement between the Cleveland Metropolitan School District Board of Education and the Cleveland Teachers' Union, Local No. 279 that are no longer necessary or applicable. The parties have agreed to maintain this Legacy Document in the event there is a need in the future to address similar issues where this historical language may serve as a guide for future bargaining.

**Section 14. Trade & Industry Program Assignments.**

- A. Teachers serving in state approved trade and industry programs will assume the standard assignment for a full-time teacher which consists of six (6) classes and a homeroom per day plus an equitable portion of the miscellaneous services and activities of the school.
- B. Trade and industry teachers will be assigned to any state approved schedule in the area of vocational education. The assignment should include any necessary related subjects.
- C. Vocational education teachers assigned to one hundred and fifty (150) minute instructional blocks and whose classroom instructional time inclusive of passing time is increased shall be compensated based upon the following schedule:

<b>Instructional Time in Addition to 300 Minutes</b>	<b><u>Compensation</u></b>
0-7.5 minutes	0% of base salary
7.71-22.50 minutes	5.56% of base salary
22.51-37.50 minutes	11.11% of base salary
37.51 minutes and above	16.67% of base salary

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:

<b>Class/Subject Grade</b>	<b>Reimbursement</b>
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.

**Article 10, Section 1, F. Middle Schools/Middle Grades. (This section shall exclude middle grades in PreK-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 PreK-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 2001-2002 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:

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

4. Voluntary Professional Development for Teachers New to Middle Schools/Middle Grades. Beginning with the 2001-2002 school year, any teacher new to middle school/middle grades shall have an additional twelve (12) hours of voluntary professional development in the year they transition at the Professional Development (In-Service) rate. Bargaining unit members attending voluntary professional development activities shall have the option of earning Continuing Education Units (CEUs) instead of receiving monetary compensation. (The Joint Middle School Transition Committee will develop and implement 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.

### **Article 23, Section 2. Media Specialists.**

C. Elementary/PreK-8 media Specialists. In elementary PreK-8 schools where there is more than one (1) media specialist assigned to a building, the Supervisor of Media Services will designate one as media specialist-in-charge.

### **Article 23, Section 6. Consultant Teachers**

Recommendations for consultant teachers are as follows:

1. Regular working hours will be from 8:30 a.m. to 4:00 p.m. daily, unless assigned to a specific school.
2. Regular contracts on a prorated basis will include the total number of weeks required by the assignment, unless there is a summer extension of the project in which the consultant teacher's services are needed.
3. Differential pay should not include duties required on Saturday by the project. Remuneration for in-service participation on Saturdays and for curriculum development shall be paid at the in-service workshop rate set forth in Appendix A.

4. Remuneration for all part-time working assignments on Saturdays and during the summer will be paid at the same rate as indicated on the appropriate teacher salary schedule (Daily Base Rate). Each hour of work will be paid at .125 of the daily rate.
5. The title of “assistant” will not be used for those consultant teachers who work in the office of the project manager.
6. Responsibilities required of consultant teachers will be clearly outlined by the project manager before appointment is made. Project responsibilities will be reassessed as new proposals are written.
7. A consultant teacher’s role is supportive to the classroom teacher, therefore consultant teachers shall not evaluate the classroom teacher.

**Article 23, Section 12. Adult Education Teachers.**

- A. Adult education teachers may attend District workshops free of charge and reasonable efforts will be made, including posting notices of upcoming workshops at District facilities, to notify adult education teachers of available workshops.
- B. The Division of Adult Education will develop a posting and selection process for filling vacant adult education positions based in part upon seniority and employee preference (the latter as determined by preference sheets to be completed by each Adult Education Teacher), unless there are compelling reasons to not follow that procedure.
- C. All qualifications being equal, positions will be staffed based on seniority.
- D. Adult Education Teachers shall have preference of assignments by system seniority, based on the date of hire by the District. Hourly Adult Education Teachers shall possess the appropriate State of Ohio certification/licensure for their assignments.
- E. Adult Education Teachers who are not also covered by this Agreement through their work in another job classification will have one voluntary professional day per semester paid at their daily rate. The training provided will be mutually agreed to by the District and the UCC.
- F. All jobs and sites available relevant to Adult Education shall be posted in the main office of each Adult Education facility and mailed to the CTU office.
- G. Within two (2) weeks of the beginning of each semester, the District will mail to the CTU office a list of all individuals who have Adult Education assignments for that semester and the location of those assignments.

**Article 23, Section 13. OWA Teachers.**

- A. If a program(s) is not renewed in a building, or there is a reduction in the number of occupational work adjustment (OWA) units in the system, and, in another building, a

new unit(s) is created, OWA teachers in buildings losing the programs shall have the right, in order of system seniority, to select a new unit.

B. If a program is not renewed in a building, or there is a District reduction in the number of OWA units, and the OWA teacher wishes to remain in the building in a major subject area, the following will apply:

1. The OWA teacher may remain in the building assigned if there is an opening in a major subject area for which the individual is certified, but the OWA teacher does not have bumping rights. The individual is classified by the budget under which he/she is paid.

2. If no opening exists in the building, the OWA teacher will be reassigned to a position in the system based upon his/her certification, contract type and years in the system.

#### **Article 25, Section 4. Joint Middle School Transition Committee.**

The District and the CTU shall establish a Joint Middle School Transition Committee (JMSTC) comprised of equal numbers of CTU representatives and administrators. This Committee may make timely recommendations to the President of the CTU and the CEO relevant to the plans and practices for the implementation of the middle school concept, including but not limited to:

- Core team leaders including selection, responsibilities, training and compensation.
- Core team responsibilities.
- Core team time line for core team selections.
- Exploratory teacher coordinator.
- School planning time or other strategies so that teachers may have core team planning time.
- Professional development and collaboration for core teams and core team leaders.
- The creation of a subject area specialist.
- The appropriate mix of subject area certified teachers and elementary certified teachers in a middle school.
- Strategies to balance the fiscal realities of the District with the need for smaller middle schools, including the possible recommendation of more middle school facilities.
- Cooperative planning time for regular and special education teachers.

The president of the CTU shall appoint one (1) middle school teacher as co-chair of JMSTC and the CEO shall appoint one (1) middle school Principal as co-chair. Each co-chair shall then appoint the remaining committee members. An Academic Superintendent will facilitate the work of this committee.

## APPENDIX W

### ARTICLE 10, SECTION 9B

All visits to the schools, including visits by parents, community members, State or Federal representatives, District-employed consultants and District employees, are to abide by the following guidelines:

- A. Visitors may include the following:
  - 1. Parents
  - 2. Community Members and/or Partners from Organizations
  - 3. District employees who are not otherwise assigned to the school
  - 4. District-employed consultants
  - 5. State and Federal representatives
- B. Visitors are required to:
  - 1. Register at the school prior to the visitation activity schedule.
  - 2. Adhere to the identified schedule and visitation parameters established by the schools (i.e.: number of visitors, length of time, protocols of introduction, etc.).
- C. Visitors are expected to show respect for the learning environment by adhering to the following:
  - 1. Introducing themselves prior to entering the classroom and stating the purpose for the visit when requested to do so by the teacher.
  - 2. Maintaining low and/or non-disruptive speaking levels.
  - 3. Silencing cellular phones and/or other devices that make noise.
  - 4. Respecting the professional's personal space and property at all times (e.g., not going through the contents of an employee's desk).
  - 5. Not entering classrooms when it is evident that testing is occurring. If a teacher expresses concern due to special circumstances (i.e.: illness, delicate classroom discussion, fights, TDES observation, etc.), they can request the visit be rescheduled for later that day.
  - 6. Interacting with and/or engaging students only with the permission of the classroom teacher.

7. Video, photography, audio recording or duplication of lesson plans and materials for the purposes of academic/curriculum or programmatic evaluation is allowed with the permission of the classroom teacher. The CEO, CAO, CPO, Deputy Chief of Curriculum and Instruction, and Academic Superintendent for that school shall have the ability to video, photograph and/or audio record classroom lessons and materials for the purposes of academic/curriculum or programmatic evaluation after notification and statement of purpose to the classroom teacher.

8. Following the pre-arranged protocol(s) and/or direction regarding visitor introductions and/or statements of purpose during visits to individual or specific classrooms.

D. In the case of Academic Learning Walks:

1. Visitors engaged in learning walks shall adhere to the above protocols.

2. The learning walks are for the purpose of professional learning, monitoring implementation of District-identified strategies and curriculum, and providing feedback to the school's administration, Academic Progress Team, and Chapter Chairperson.

3. The learning walks will be scheduled, in advance, by the Academic Office and/or District Leader.

4. The Academic Progress Team, including the UCC Chairperson, will be notified in advance of the visit and will be involved in the process. Affected teachers shall be provided notice which shall identify the visitors engaged in the learning walk and the purpose of the visit.

5. No information gathered from a school visit shall be used in an employee's evaluation.

## APPENDIX X

### MEMORANDA OF UNDERSTANDING

#### **MEMORANDUM OF UNDERSTANDING BETWEEN THE CLEVELAND METROPOLITAN SCHOOL DISTRICT AND THE CLEVELAND TEACHERS UNION, AFT LOCAL 279, AFL-CIO REGARDING PRESCHOOL CLASSROOMS AND THE STEP UP TO QUALITY (SUTQ) RATING PROCESS.**

This Memorandum of Understanding between the Cleveland Metropolitan School District (“District”) and the Cleveland Teachers Union, AFT Local 279, AFL-CIO (“CTU”) memorializes the District and the CTU’s shared commitment to a collaborative working relationship.

The District recognizes that all provisions in the 2013-2016 collective bargaining agreement between the District and the CTU, and future CBAs as ratified, as well as other binding agreements on the CTU and the District in the form of Memoranda of Understanding (hereinafter collectively “CBA”) shall remain in full force and effect.

Step Up to Quality (SUTQ) is a five-star quality rating and improvement system administered by the Ohio Department of Education and the Ohio Department of Job and Family Services. SUTQ recognizes and promotes early learning programs that meet quality standards that go beyond what is required for licensing. The program standards are based on national research identifying standards that lead to improved outcomes for children. Programs in SUTQ serving publicly funded children may also receive additional financial support through increased child care reimbursement and quality achievement awards. The Ohio Department of Education’s goal is for all programs serving PreK and preschool students to be rated by 2017. This language falls in line with the current Ohio Department of Education process. If the process changes, this agreement may need to change as well.

The District and the CTU commit to providing a high-quality preschool education program as rated by the SUTQ rating and improvement system. In the attempt to retain and increase funding and attain a five-star rating, the following will occur in all special education preschool and child development (general education) preschool classrooms.

The District and the CTU agree to the following:

1. CMSD will notify staff, including preschool teachers, intervention specialists, paraprofessionals and principals, within three (3) working days from when the Ohio Department of Education notifies the District that the SUTQ process is to begin for that particular school.
2. The Early Childhood Office will work in collaboration with building principals to release preschool teachers who are currently working in the SUTQ process window from the building’s after-school activities to use the 150 minutes to complete SUTQ tasks until the SUTQ process is complete. Flexible use of the professional time is allowed to complete the process (e.g., completion of

paperwork, specific targeted training, etc.) in an effort to achieve the highest rating of 5 stars.

- 3. The District will provide substitutes for one work day to meet at the Early Childhood Office to finalize paperwork and complete all tasks in the required format preparing for uploads. Due to the nature of this process, specific assistance is needed to complete the necessary tasks to ensure that all documentation is properly prepared for uploads. The goal is to achieve the highest rating of 5 stars so the District will work with teacher teams to help prepare them for the registration upload and site visit. The Early Childhood Office will determine the day for this activity during each SUTQ process window.
- 4. As a required part of the SUTQ process, each teacher must submit copies of the requested observations. If needed, the Teacher Observation for Step Up to Quality (JFS 01521) form may be used as an alternative option. If using this option, the teacher may choose a colleague to complete the form.

All provisions of the CBA shall be in full force and effect except those mutually agreed to be modified.

This Memorandum of Understanding covers the initial SUTQ process for all CMSD preschools and special education preschools. A new Memorandum of Understanding will be negotiated for the renewal process. If there are any conflicting provisions with the current CBA, this Memorandum of Understanding shall take precedence over the CBA.

AGREED:

Cleveland Teachers Union

Cleveland Metropolitan School District

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE CLEVELAND METROPOLITAN SCHOOL DISTRICT AND  
THE CLEVELAND TEACHERS UNION, AFT LOCAL 279, AFL-CIO  
REGARDING UPDATING THE ROLE OF THE SPECIAL EDUCATION  
TRANSITION COORDINATOR**

During the 2016-2017 school year, the Cleveland Metropolitan School District (“District”) and the Cleveland Teachers Union (“CTU”) have agreed to establish a special education Transition Coordinator Committee comprised of the CEO/designee, the CTU President/designee, two (2) special education Managers and/or Directors and one (1) high school Principal appointed by the CEO, and two (2) Transition Coordinators and one (1) high school Intervention Specialist appointed by the CTU president for the purpose of reviewing and making recommendations to update the role of the Transition Coordinator position in the District as follows:

The Transition Coordinator Committee shall evaluate and propose a redesigned job description for the Transition Coordinator aligned to the requirements of the Individuals with Disabilities Education Act (2004), the Ohio Operating Standards for Serving Students with Disabilities, and evidence-based practices for secondary and postsecondary transition. The job description shall include, at a minimum, expectations for:

- i. Direct service delivery to students aged 14-22 with disabilities, and documentation of these services in students’ Individualized Education Plans (IEPs) and Transition Plans
- ii. Consultative services to teachers and schools
- iii. Career assessment
- iv. Employability skills and independent living
- v. Transition to adult services
- vi. Community and business partnerships to benefit students with disabilities

The subcommittee will also provide recommendations on appropriate caseload responsibilities and limits, if any, for Transition Coordinators based on proposed new job description.

The updated job description will be submitted to the CTU President and CEO no later than April 1, 2017 for their review. Upon written mutual agreement of the CTU President and CEO, the updated job description will be implemented in the 2017-2018 school year.

The District and the CTU recognize that all provisions in the current collective bargaining agreement (CBA) between the District and the CTU as well as other binding agreements on the CTU and the District in the form of Memorandum of Understanding (hereinafter collectively CBA) shall remain in full force and effect.

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CMSD

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**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE CLEVELAND METROPOLITAN SCHOOL DISTRICT AND  
THE CLEVELAND TEACHERS UNION, AFT LOCAL 279, AFL-CIO  
REGARDING UPDATING THE ROLE OF THE LIBRARY MEDIA SPECIALIST**

During the 2016-2017 school year, the Cleveland Metropolitan School District (“District”) and the Cleveland Teachers Union (“CTU”) have agreed to establish a Library Committee comprised of the CEO/designee, the CTU President/designee, two (2) principals (one representing high schools and one representing PreK-8 schools) appointed by the CEO, and two (2) library/media specialists (one representing high schools and one representing PreK-8 schools) appointed by the CTU president for the purpose of reviewing and making recommendations to update the role of the library media specialist position in the District as follows:

The Library Committee shall evaluate and propose a redesigned job description for the library/media specialist aligned to the Library Guidelines prescribed as part of the Ohio Learning Standards and the Ohio Educational Library Media Association’s Ohio SLMS Evaluation Rubric. The job description shall include, at a minimum, expectations for:

- i. Library Management
- ii. Collection Development and Curriculum
- iii. Literacy and Reading Support
- iv. Library-based Technology
- v. Information Literacy
- vi. Technology Literacy
- vii. Media Literacy
- viii. Research Techniques

In addition, the job description shall include expectations for the library/media specialist’s role in enabling the use of the library/media center to serve as a widely accessed school resource center (e.g., career/college access center, writing center, etc.).

The updated job description will be submitted to the CTU President and CEO no later than April 1, 2017 for their review. Upon written mutual agreement of the CTU President and CEO, the updated job description will be implemented in the 2017-2018 school year.

The District and the CTU recognize that all provisions in the current collective bargaining agreement (CBA) between the District and the CTU as well as other binding agreements on the CTU and the District in the form of Memorandum of Understanding (hereinafter collectively CBA) shall remain in full force and effect.

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CMSD

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Date

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**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE CLEVELAND METROPOLITAN SCHOOL DISTRICT AND  
THE CLEVELAND TEACHERS UNION, AFT LOCAL 279, AFL-CIO  
REGARDING INVESTMENT SCHOOL ACADEMIC RESOURCE TEACHER  
EXPANSION PILOT**

Effective with the beginning of the 2016-2017 school year, the Cleveland Metropolitan School District (“District”) is implementing an Academic Resource Teacher Expansion Pilot program as follows:

**A. Joint Working Committee Membership and Purpose:**

The District and CTU will form a joint working committee consisting of the CEO/designee, the CTU President/designee, 2 high school principals appointed by the CEO, 1 ART teacher appointed by the CTU President and 1 library/media specialist appointed by the CTU president. A project manager will be assigned by the District to support the work of the expansion committee.

The Purpose of this committee is to pilot the expansion the Academic Resource Teacher program for the 2016-2017 school year to:

- 1) include the ability for bargaining unit members with certification/licensure in business or technology to serve as full-time ART instructors;
- 2) include the ability to assign no more than 5 ART students at any one time to high school library/media specialists as part of the existing library/media specialist assignment, provided the library/media specialist has been trained on the ART program and relevant software applications and has appropriate technological resources needed to operate the program in a 1:1 environment; and
- 3) ensure effective implementation of the ART program.

The District will restore the library/media specialist positions at Collinwood, East Tech, Glenville, and Lincoln-West High Schools for the 2016-2017 school year as part of this pilot program. Bargaining unit members accepting these library/media specialist positions shall fully participate in this pilot program.

**B. Job Description and Evaluation of ART Instructors:**

- 1) Certificated/licensed bargaining unit members accepting the full-time ART instructor role shall be evaluated on the teacher rubric in this position as outlined in Article 13.
- 2) The library/media specialist shall not be considered a full-time ART instructor. When ART students are assigned to the library/media center, supervision and instruction of ART students shall be considered part of the job responsibility of the library/media specialist and, as such, shall also be considered part of the library/media specialist

evaluation as outlined in Article 13. The library/media specialist will continue to be evaluated under the library/media specialist rubric.

C. Pilot Duration: The Memorandum of Understanding is for the 2016-2017 school year only and shall expire at the end of the 2016-2017 school year unless extended by mutual written agreement of the CTU President and CEO. Prior to agreeing to extend this pilot, the CTU President and CEO shall consider any recommendations presented from the Expansion Committee.

The District and the CTU recognize that all provisions in the current collective bargaining agreement (CBA) between the District and the CTU as well as other binding agreements on the CTU and the District in the form of Memorandum of Understanding (hereinafter collectively CBA) shall remain in full force and effect.

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