

Cleveland Teachers Union

Local 279

Tentative Agreement

February 13, 2017

Part 1 of 2

Articles and Sections not contained in this Tentative Agreement remain unchanged. Please refer to your 2013 - 2016 Collective Bargaining Agreement for current language.

Bold denotes new language.
Strikethrough denotes removal of language.
Rationale is in italics.

Housekeeping:

The parties agree that all references in the CBA to K-8 should be changed to PreK-8.

ARTICLE 2 - UNION REPRESENTATION

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, K-8 schools, elementary schools, and special groups.**

Rationale: This clarifies how schools are defined and how members in those schools are represented.

2. The Union members in each **building chapter** shall have the exclusive right to choose their **building chapter** representatives (Chapter Chairperson and Conference Committee) according to the provisions of the Constitution and By-laws of the Union.
2. When there is no Chapter Chairperson, the Union President shall designate one or shall act directly for the **building chapter** until such time as a chairperson shall be elected.
3. The Union shall notify the Principal/Administrator and CEO of the names of the Union representatives in his/her **building chapter**.
4. In each ~~high school building/campus/complex housing more than one (1) small high school~~, **there shall be one Chapter Chairperson. 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.**

Rationale: Principals and chapter chairs for all schools on a shared campus will be part of the personnel selection team for shared personnel.

C. Chapter Chairpersons.

5. Each high school ~~building/campus/complex housing more than one (1) small high school will be considered a worksite. the Chapter Chairperson at worksites with more than one (1) small school~~ shall be provided unassigned time as per Article 2, Section 3(C)(4) and shall have no homeroom as per Article 9, Section 4.H. 1. Chapter Chairperson unassigned time will be allocated as per Article 2,

Section 3 (C)(4). For block scheduling schools this means a one (1) block instructional period for the entire year. ~~The Assistant Chairpersons at worksites with more than one (1) small school shall have no homeroom.~~ For the purpose of Article 2, Section 3 (C)(5), block scheduling is limited to schools having either 4x4 or A/B model of block scheduling ~~with all 80 to 90 minute instructional periods.~~

Section 4. Union Conference Committee (UCC).

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

ARTICLE 3 - PAYROLL DEDUCTIONS

Section 3. CTU Bargaining Unit Employee Information.

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. Work site
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 8. Direct Deposit of Payroll Check.~~

Rationale: This is new contract language to streamline the exchange of information between CTU and CMSD.

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

Rationale: This section has was modified and moved to Article 30 to reflect current pay practices. [Modified and replace Article 30, Section 5 B (1), see below.]

New Language for Article 30, Section 5(B)(1) :

Compensation for all employees will be deposited to either the employee's banking account through an Electronic Fund Transfer (EFT) or posted to a PayCard or a combination of both. Employees may elect to split the total amount of their paycheck to multiple accounts in up to a total of five financial institutions, including banks, credit unions, brokerage firms, and any other institutions that have a routing number and for which the employee has an account. All employees must provide Human Resources with a current home address and phone number.

ARTICLE 5 - ACADEMIC ACHIEVEMENT PLANS

A. *No change*

B. The AAP may not conflict with any language in the collective bargaining agreement except as provided in **J 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 to five ~~classroom teachers~~ **Bargaining Unit Members (which can include a paraprofessional)**. The Core Planning Team may invite additional individuals to support and assist the Team.

Rationale: Paraprofessionals added to the AAP team.

D. *No change*

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. Time Line.

1. The Time Line 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 May 15th. 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 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 ~~May 23rd~~. AAPs must be submitted to the CAO no later than **the following Monday May 24th**.
2. The Time Line 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 by September 15th**. Voting must be completed and AAPs must be **submitted to the CAO within one week no later than September 23rd. AAPs must be submitted to the CAO no later than September 24th.**

Rationale: The AAP timeline has been updated to reflect an earlier start and end of the school year.

A procedure for new school's design plan and AAPs has been established.

G. *No change*

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 CMSD Chief Academic Officer (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. ~~the last Bargaining Unit Member working day in June.~~**

2. *No change*

3. *No change*

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. No Change

J. No Change

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. Formerly K: No Change

ARTICLE 6 - PROBLEM RESOLUTION, GRIEVANCE PROCEDURE AND TIME LIMITS

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.

Rationale: The change allows information to be sent electronically to increase efficiency.

ARTICLE 9 - SCHOOL SCHEDULES, MEETINGS & CALENDARS

Section 2. School Start Times.

A. School Start Time.

1. Beginning with the ~~2013-2014~~ 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:

Rationale: Memorializes current practice

- 10 minutes of unassigned time before start of instructional day*;
- 40 minute uninterrupted duty free lunch;
- 1 planning period (at K-8, fifty (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);**

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

Rationale: Equally divides 200 minutes between administrators and individual teachers.

Allows for 200 minutes to be pushed into an extended student day through the AAP.

2. Teachers at Louisa May Alcott ~~and Cleveland School for the Arts Lower Campus (Dike)~~ will be exempt from the 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. ~~and establishing the schedule for the standing formal commitments (i.e. Student Support Team (SST), department meetings, faculty meetings, professional development (PD)) while ensuring sufficient professional time remains for more individualized experiences (i.e. IEP meetings, office hours, record keeping).~~ The parties recognize that reasonable modifications to the scheduled professional activities may be required. No fewer than 50 minutes of the additional time shall be reserved for individual professional activities and no fewer than 50 minutes of the additional time shall be reserved for collaborative professional activities, with the balance of the additional time being scheduled by the APT. A school may propose flexible uses of the additional professional time (equivalent to 200 min. per week) in its approved AAP consistent with this paragraph. For example, an approved AAP may reflect use of the additional time by scheduling 50 minutes of professional time over 4 days vs 40 minutes over 5 days.

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/conferences.**

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**

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

- ~~1. Professional Learning Community (PLC)~~
- ~~2. Team Time (PLC team, vertical team, horizontal team)~~
- ~~3. Office Hours~~
- ~~4. Committee Meetings~~
- ~~5. Parent Conferences~~

- ~~6. PD & Training~~
- ~~7. New Programs~~
- ~~8. Record Keeping~~
- ~~9. Vertical Planning~~
- ~~10. IEP~~
- ~~11. SST~~
- ~~12. General Collaboration~~
- ~~13. Interventions~~
- ~~14. Meeting with new students~~
- ~~15. Faculty meeting. (The Union shall have input as to the agenda of the meeting. The last ten (10) minutes of the meeting shall be devoted to Union business.)~~

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

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 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. ~~There will be~~ The committee will conduct an annual review in May by the CEO or designee and a CTU committee to discuss the structure of the school day and implementation of schedules in grades K-12. 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.

Rationale: Establishes a joint committee to review and problem solve school schedules.

B.-F. 6 *No change*

F. School Day Scheduling (Elementary/PreK-8).

Rationale: Distinguishes between K-8/9-12 scheduling

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 request that this be revisited. In the event modifications are agreed

upon, the modifications will be specified through an MOU.

Rationale: Ensures ESP classes meet for a minimum number of times to count for SGM.

G. School Day 9-12 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).**

Rationale: Defines preps, assignments and blocks. Preparations do not assume that the teacher has to be the teacher of record. When a class has more than one teacher assigned (e.g., co-taught, inclusion, etc.), it is considered a preparation for all the teachers assigned to that class.

Lunch duty, when assigned, is considered part of a teacher's six daily assignments.

Examples of non-instructional assignments include tutoring, peer mentoring, student activities, etc.

2. Homerooms and Advisory Activities ~~in Secondary Schools~~.

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

- a. ~~Assigned time shall be defined as the total of each period's instructional time plus one (1) interval of passing time per period at the high schools.~~ **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 (7th) assignment (instructional or non-instructional), the teacher will be compensated as per Section 11 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 1500 minutes, based on six 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 (7th) assignment will be paid as per Section 11 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 (8th) instructional or non-instructional assignment, the teacher will be compensated as per Section 11 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 ~~1500~~ **1650** minutes, based on ~~six~~ **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 11 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, including passing time, and a homerooms/**advisories** not to exceed fifteen (15) total minutes. Homerooms/**advisories** shall be ungraded and shall not require lesson plans. Homerooms/**advisories** that exceed twenty (20) total minutes and/or require lesson plans shall constitute an assignment for purposes**

of calculating additional compensation in Section 11 below. Total assigned time per week shall not exceed 1,500 minutes.

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.**

Rationale: Establishes number of assignments for traditional and extended day high schools.

New Section 5 (all others move down). 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.

Rationale: recognizes expansion of use of online learning and creates mechanism to provide guidance.

Section 10. Secondary Department Schedules.

C. 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.**

Rationale: Clarifies preparations for low incidence teachers. Low incidence teachers are encouraged to work collaboratively to departmentalize when aligned with the student's IEPs in the best interest of the students. JSEC will work with special education teams around departmentalization.

Section 11. 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, ~~proportionate to extra instructional time required by block scheduling,~~ **for each instructional assignment beyond six (6) accepting a seventh (7th) assignments (additional proportional for block scheduling). teaching assignment. Payment will continue** until such time as a permanent teacher is assigned, ~~when any of the following occur:~~

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

- B. 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 (7th) and/or eighth (8th) 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** ~~at the rate of one-sixth (1/6) of the teacher's annual base contract salary as governed in paragraph “A” 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.

Rationale: Ensures compensation for instructional and non-instructional assignments beyond 6 assignments. For example:

- 1) A teacher has 6 assignments but works a 470 minute day. That teacher will receive 30 minutes at prorated daily rate.
- 2) A teacher has 7 assignments and works a 470 minute day. If 1 of the 7 assignments is a non-instructional assignment, the teacher will receive 1/12th. If all 7 assignments are instructional assignments, the teacher will receive 1/6th.
- 3) A teacher volunteers for an 8th assignments and works a 470 minute day. If both of the additional assignments are instructional assignments, the teacher will get 1/3rd. If one of the additional assignments is a non-instructional assignment, the teacher will get 1/6th plus 1/12th. If both of the additional assignments are non-instructional assignments, the teacher will get 1/6th.

An advisory of 20 minutes or fewer where no grade/credit is given is treated like a homeroom, and while it is assigned time, it is not considered an instructional or non-instructional assignment. An advisory of more than 20 minutes where grade/credit is not given is a non-instructional assignment. An advisory of more than 20 minutes where grade/credit is given is an instructional assignment.

~~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 home room per day plus an equitable portion of the miscellaneous services and activities of the school.~~
- ~~B. Trade and industry teachers will be assigned to any state approved schedule in the area of vocational education. The assignment should include any necessary related subjects.~~
- ~~C. Vocational education teachers assigned to one hundred and fifty (150) minute~~

instructional blocks and whose classroom instructional time inclusive of passing time is increased shall be compensated based upon the following schedule:

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

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

Class/Subject Grade	Reimbursement
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.~~

Rationale: Move to legacy, assuming no current bargaining unit members are affected.

ARTICLE 10 - SCHOOL ORGANIZATION AND TEACHING ASSIGNMENTS

Section 1. Class Size and Organization.

A. Effective with the 2013-2014 **2016-2017** school year, **the class size for Child Development (regular PreK) with one teacher and one educational aide shall be 20 with no more than two (2) of those 20 who are on IEPs (excluding “speech only” IEPs).** ~~the class size of~~ 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.

Rationale: Class size limits for preschool have been established.

New H (all others move down). Where possible, split assignments for Encore teachers between two or more buildings shall be eliminated.

Rationale: Language to address the need to reduce split assignments for Encore teachers.

New I (all others move down). 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. Rationale: Assignments will not be made outside of licensure area except when seeking licensure and with agreement of the affected teacher.

Section 3. Special Education Assignments.

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) (herein after 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.**

Rationale: Language moved from the end of this Section.

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	
Cognitive Intellectual Disabilities	16	24	12	12	60 months
Specific Learning Disabilities	16	24	12	12	60 months
Hearing impaired Impairment, Visually impaired Impairment, Orthopedic Impairment impaired, Other Health Impairment impaired	10	10	8	8	48 months
Emotionally Disturbed	12	12	10	10	48 months
Multiple Disabilities	8	8	8	8	60 months
Autism Autistic, Deaf, -Blind,	6	6	6	6	60 months

Traumatic Brain Injury					
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: 1 Intervention Specialist, 1 Instructional Assistant

Caseload Maximum and number of students to be served per instructional period: 6-8 students with no more than 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: 1 Intervention Specialist, 2 Instructional Assistants

Caseload Maximum and number of students to be served per instructional period: No more than 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: 1 Intervention Specialist, 1 instructional Assistant

Caseload maximum: No more than 12 students K-12

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

Age range per Instructional period: 48 months

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

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

Rationale: Added definitions and class size limits for different categories of special education.

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:**

_____ school-aged cases + (1.25 * _____ pre-school cases) = total caseload -

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

(1.6 * _____ low-incidence cases) + (1.6 * _____ pre-school cases) + _____ high-incidence cases = total caseload

Caseloads maximum are adjusted down by one 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 interventions 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 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 1st, provided the special transfer does not result in a caseload overage.

If the administration is still unable to meet the instructional and/or case load 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 (D) 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 1st 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 school year from 56 to 60 cases. \$500 for each Evaluation Team Report (ETR) completed in one 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.

Rationale: Established a process for the District and psychologist's UCC to develop and implement a plan for equitable distribution of caseloads and ETRs.

B. Paraprofessionals and Sign Language/Educational Interpreters.

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 2(M).

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

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

Rationale: Establishes a procedure when paraprofessionals substitute for other paraprofessionals. Establishes compensation for that coverage. Replaces release time that was in previous contract.

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** ~~maintain a separate case load student roster in the current~~ Student Information System (SIS). **and 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.

Rationale: Memorializes current practice.

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.**

Rationale: Memorializes best practices.

Section 5. Grade Level/Subject Preference.

Teachers **and paraprofessionals** shall submit their grade level/subject preference for the following year to the Principal on or before ~~April~~ **February** 15, and those preferences shall not be unreasonably refused.

Section 6. Teachers Assigned as Special Substitutes.

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.

Rationale: Memorializes current practice for compensating teachers when a paraprofessional is absent.

Section 9. Classroom Integrity.

- A. No change
- 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 ____ of this Agreement.**

Rationale: Establishes a procedure for classroom visitations.

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** ~~the end of ADM 1 (Fall Average Daily Membership Reporting~~

~~Period)~~ week and shall continue these contacts, as necessary, throughout the school year. Other bargaining unit members shall assist. The purpose of the contact with the parent/ guardian shall be to establish rapport to address/solve teacher and/or parent/guardian concerns, e.g., potential discipline issues, academic performance, and test results. Parent/guardian contacts should be documented for future reference. Teachers will continue to be available throughout the school year for parent-teacher conferences within their scheduled school day, exclusive of lunch, and arranged in consideration of the teacher's schedule and other commitments.

Section 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.

Rationale: Identifies specific assessments to be reduced and a commitment and a process for an ongoing review to further reduce assessments and amount of instructional time used to test and for test preparation as much as possible.

Appendix ____: Article 10, Section 9 B

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.**

ARTICLE 11 - TEACHER NON-INSTRUCTIONAL DUTIES

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.

Rationale: Information is already available electronically and does not need to be duplicated on paper.

Section 10. Report Time.

~~Beginning with the 2007/08 school year, a~~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

Section 2. Necessary Transfers.

B. Determining Candidates for Necessary Transfers.

5. i. Experience – 1 point for every year of teaching experience in the District. **Teachers who resign or retire from their positions and are 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.**

Rationale: This establishes guidelines for teachers who separate from their teaching position and are subsequently reemployed as a teacher with the district.

6. Secondary schools (middle and high schools) will apply number 5 above in necessary transfers on a departmental basis.

Elementary schools and K-8 schools will apply number 5 above in necessary transfers on a school basis, ~~except~~ **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, ~~and~~ Special Education, **and Special Subject (ESP) Areas, number 5 above the seniority system in necessary transfers** will be applied on a departmental basis **within the school. In an effort to offer a variety of educational opportunities, in the Special Subject (ESP) areas, in number 5 above.**

Rationale: This language cleans up incomplete language from 2013-16 and reflects current practice.

- 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 first of ~~May~~ **February** or there

shall be no exemptions for the following school year except that of the CTU Chapter Chairperson:

Rationale: The change of month allows this to occur before staffing takes place.

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)

New D (all others move down): For purposes of this Article, “day” refers to work day.

D. (OLD D, renumber): According to ORC 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 ORC 3319.112 **or other related statutes**, ~~three forms of~~ 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 purpose shall be calculated in the following manner:

a. Where teacher-level value-added data is available **and mandated under state law**, the teacher's ~~50%~~ 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 ~~50%~~ measure of student growth shall be **no more than 35%** vendor assessment data, **where available and approved**, and **no less than 15%** student learning objectives (SLOs).

c. Where no teacher-level value-added data **is available and mandated** or **where no** vendor assessment data is available, the teacher's ~~50%~~ measure of student growth shall be **evenly distributed among two (2)** student learning objectives (SLOs).

d. Certified/licensed bargaining unit members without directly attributable teacher-level data shall be exempt from the ~~50%~~

~~measure of student growth, until such time as the related service provider ("RSP") evaluation system is implemented pursuant to Paragraph K of this Section.~~

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

Rationale: Provides flexibility to align to potential changes in state guidelines for student growth measures.

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

E. Effective July 1, 2017, 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.

Rationale: Establishes an SLO appeals process.

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

A teacher receiving an Effectiveness Rating of "Accomplished" will be evaluated every two years. **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 4 B that he or she wishes to be considered for a Continuing Contract. Consistent with Article 30, 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.

Rationale: Memorializes current practice for limited contract "Accomplished" teachers.

- G. All TDES processes and documentation will be completed through the ~~Great Teachers-Great Leaders electronic system~~ **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.

Rationale: Memorializes current practice for informal (non TDES) feedback.

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

1-4: No Changes

The ~~Academic Superintendent~~ **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 ~~Academic Superintendent's~~ **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.

Rationale: Provides clarity on the appeals process for making final determinations.

J.No Changes.

1. The ~~academic superintendents~~ **Chief Talent Officer/Designee** will review evaluation data for ~~their assigned~~ all schools and will report incomplete evaluations to the CEO, the CTU President, **TDES co-chairs, Network Leaders**, and to 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 in writing**. Any incomplete evaluations will be referred to the TDES Steering Committee co-chairs for resolution which could include a compressed evaluation schedule.

3. No changes.

4. Where the teacher has initiated, in writing, communications with ~~the~~ their evaluator, and if the concern persists, in writing with the TDES Steering Committee co-chairs advising that an event has not been completed in a timely manner in accordance with this Article, and where there is no Teacher Performance Data available, a default performance ranking of "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. ~~If no student growth measures are available for a non-classroom teacher (i.e. psychologist, guidance counselor, related service provider) the Effectiveness Rating will be based on the 50% of the observational component combined with 50% of student growth measures based upon a "meets expected" rating. The timelines and/or procedures in this Article may be modified with the agreement of the TDES Steering Committee co-chairs for resolution to accommodate the evaluation of a teacher with missing evaluation data.~~

Rationale: Removes language setting Related Service Providers student growth rating to "Meets Expected".

5. Where the teacher does not have student growth data **through no fault of the teacher** (i.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 data** (rounded to nearest whole) or the last year's student growth **rating data**. In the event the student growth measures do not exist, the **growth measures rating will be exempt** TDES Steering Committee will address the situation.

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.**

Rationale: Memorializes current practice.

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.**

Rationale: moved unedited from above

J. ~~Beginning with the 2013-2014 school year,~~†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.

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

~~K.~~ **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. The TDES Steering Committee will establish procedures for evaluating "teachers on assignment".**

Rationale: Teachers on assignment and the CTU President are placed onto CDCS and given the ability to earn a rating.

L. The CTU President will receive an annual rating of Skilled.

Section 2. TDES Timelines/Procedures.

~~A. Prior to their first evaluation event, t~~Teachers new to CMSD ~~will receive~~ **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) workdays.** The first evaluation event will take place following the training window. ~~A minimum of six (6) additional professional development hours will be provided at the building and/or District level, which may include an Introduction to the TDES Process.~~

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.

Rationale: Requires teacher attendance at TDES training and establishes paraprofessional TDES training.

B. No changes.

~~C. Beginning with the 2013-2014 school year, e~~Each teacher (without regard to continuing or limited contract status), will undergo five (5) formal observation 'events' consisting of three (3) classroom walk-throughs and two formal classroom observations. One formal observation will be announced and one formal observation will be unannounced. A fourth walk-through may be requested by either the teacher or the evaluator. However, the fourth walk-through is optional and must be agreed upon by both the teacher and the evaluator. The process concludes with a final composite evaluation that reflects the final effectiveness rating.

1. No changes.

2. A walk-through is a short classroom visit of five (5) to fifteen (15) minutes. Following the walk-through, written feedback will be provided. The teacher may add additional evidence. The teacher may request a follow-up conversation if he/she feels it is necessary. However, the teacher is not required to respond to a walkthrough and a follow-up conversation is not mandatory.

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.

Rationale: Moved from Appendix.

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.

- No changes.
- No changes.

- No changes.
- No changes.
- No changes.
- 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.

Rationale: TDES evidence to be added to the portal by the evaluator soon as possible, but no later than 24 hours after the event.

- No changes.
- No changes.
- 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.**

Rationale: Establishes guidelines for the FAO if it needs to be rescheduled.

4. A formal unannounced observation does not include notification of the observation, the TDES lesson plan, nor a pre-conference. The formal unannounced observation **process** will occur within a ten (10) day cycle.

- No changes in bullets

5. Each year, teachers will receive a Teacher **Composite Rating** ~~Performance Calculation~~ based on the preponderance of the evidence presented from the five (5) formal observation 'events' reflecting a level of attainment and sustainment of teacher performance. If a person has a "tie" between s—"Skilled" and distinguished "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 1st. **Pursuant to Section 1(D) 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 Performance Calculation** outlined above. **If measures of student achievement based on vendor data are not available by June 1st, but become available before the State reporting window closes, but no later than June 30th, 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 30th, whichever is earlier, the missing percentage of student growth data shall be calculated using the default language in Section I above, if applicable, 100% of the Effectiveness Rating will be comprised to reflect the Teacher Performance Calculation outlined above.** 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.

Rationale: Establishes dates for when student growth measure data needs to be available by and memorializes the process for defaults when data is not available.

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 thirty (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.**
 - a. **A final Teacher Effectiveness Rating (of Accomplished, Skilled, Developing or Ineffective) will be completed no later than June 1st. One hundred percent of the Effectiveness Rating will be comprised to reflect the Teacher Composite Rating outlined above.**

Rationale: Establishes a new TDES process for RSPs.

~~7. E. Beginning with the 2013-2014 school year, all other bargaining unit members (e.g. guidance counselors, school psychologists, paraprofessionals, and related service providers) (without regard to contract status),~~
Paraprofessionals will undergo two (2) formal observation 'events.'

- a. During the first semester, the **paraprofessional** will collect evidence of Domains 1 and 4, 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.
- b. During the second semester, the **paraprofessional** will collect evidence of Domains 2 and 3, and the above process will be followed.
- c. 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. ~~The professional may bring additional evidence to the composite conference.~~
 - ~~The evaluator will create a Professional Development Plan to facilitate growth or improvement for the following school year.~~
- d. The evaluator will create a final composite evaluation no later than June 1st.

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 1st. One hundred percent of the Effectiveness Rating will be comprised of the Composite Rating outlined in Section C (5) above.

Rationale: Clarifies which bargaining unit members will use the 5 event process and reconfirms the RSPs will have 100% observational rating.

Section 3. Professional Growth and Improvement Plans.

~~Beginning with the 2014-2015 school year, p~~Pursuant to ODE's evaluation framework under ORC 3319.112, all teachers and other professionals will either be on a Professional Growth Plan (PGP) or a Professional Improvement Plan (PIP). **A 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, 2b,c,d, 3c,d, and 4b,f (See Appendix U, Decision Cluster 6.)**

Rationale: Clarifies when a growth plan or improvement plan is triggered.

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

~~With the agreement of the CEO and the CTU President, implementation of this section will be phased in beginning as early as possible in the 2013-2014 school year.~~

A. No changes.

B. No changes.

C. The District shall offer thirty (30) hours of ~~programs~~ **professional development** for teachers new to the District over the course of the school year. ~~to be scheduled by the Academic Superintendent.~~

Twenty (20) hours of ~~these~~ **this professional development** programs shall be mandatory. The remaining ten (10) hours shall be voluntary. ~~and may include Resident Educator requirements. Those teachers who serve as mentors shall be involved in sessions as well. These sessions shall be devoted to small group meetings to review how the year is going to that point and to discuss common problems and to look for common solutions.~~

One-half of the ~~programs~~ **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 shall of the mandatory professional development will be scheduled by the union to implement the Educational Research and Dissemination (ER&D) Programs. ~~Attendance at the ER&D Programs is encouraged but voluntary for mentor teachers. The rest of the sessions are mandatory.~~ The CTU will develop and implement this portion of ~~these programs~~ **the professional development**. ~~Mentor teachers and~~ 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 of both the mandatory and voluntary professional development. ~~Bargaining unit members serving as mentors shall have the option of earning Continuing Education Units (CEUs) instead of receiving monetary compensation.~~

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.

Rationale: Memorializes current practice.

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. ~~The Race to the Top CTU / CMSD Induction~~ 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.

Rationale: Housekeeping

Add to Appendix U: New paragraph 14. 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.

Rationale: Adds guidelines for RSP document submission.

ARTICLE 14 - BUILDING/SCHOOL EVENT SECURITY

Rationale: Change of title indicates this language applies to all school events including those off campus.

Section 1. Building Security.

- A. 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.**

Rationale: This language ensures an evacuation plan for the safety of all staff and students from day one and allows for specialized training if necessary

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 ~~should~~ **must** be sent to the ~~Director of Pupil Personnel Services~~ **Chief Legal Counsel**.)
2. Principals and teachers are advised to undertake the filing of complaints in Cleveland ~~Metropolitan~~ **Municipal** Court **only** with the assistance of the ~~Division of Pupil Personnel Legal Department~~. The **Chief Legal Counsel** ~~supervisor of the Division~~ will assign a liaison representative upon receiving the letter of referral if court action is deemed appropriate.
4. If the matter is brought to trial, ~~the Division~~ **a District** representative will be present to assist at the hearing.

B. Cases involving trespassers **who are CMSD students** under eighteen (18) years of age should be referred to the ~~Division of Pupil Personnel Legal Department~~ **Division of Safety and Security**.

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.

Rationale: Clarifies the protocol for dealing with disruptive conduct.

ARTICLE 15 - POLICY AND PROCEDURES GOVERNING SOCIAL EMOTIONAL LEARNING, STUDENT DISCIPLINE, AND MISCONDUCT

Section 5. Removal for Educational Intervention.

Move following paragraph to new Section 31 ~~An intervention specialist will be identified and scheduled to provide services to students with IEPs in the Planning Center for a minimum of two (2) periods every day. If no students with IEPs are assigned to the Planning Center for that day, these periods shall be unassigned periods. Assignment to the Planning Center 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 Planning Center Instructional Aide (PCIA).~~

Rationale: This language was moved to a more logical spot in the contract.

Section 6. Chapter Chairperson Responsibilities Related to Student Discipline.

Section 10. Assault and or Battery on an Employee.

Rationale: Language reflects a broader scope of incidences. Clears up inconsistent language.

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:

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

b. The investigation shall be completed within ~~one~~ **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.

Rationale: This language allows reasonable time for an investigation to occur but does not allow the student to return to the classroom during the investigation.

Section 13. Faculty Meetings on Discipline.

B. Principals shall inform the faculty of security ~~guard~~ **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.** ~~the performance of security guards.~~

Rationale: Provides clarity on how building security concerns will be addressed.

Section 16. Aggravation Intraschool Transfer.

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

Rationale: Reflects current practice and clarifies language.

Section 26. Security Guards Mobile Patrol Officers.

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

Rationale: Reflects current positions. Only mobile patrol officers are armed in the buildings.

Section 30. Planning Center Intervention Program.

The PCIA positions will be posted and interviewed. 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.**

Rationale: Clarifies the scope of the responsibilities of the PCIA when no students are assigned to the Planning Center.

[**New Section 31, all others move down, moved from Section 5**] 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 Planning Center Instructional Aide (PCIA).

Rationale: This language was moved from Section 5. These periods must be considered during staffing.

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 ~~Section C below~~ Article 6.

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

C. 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.** ~~CTU's Director of Grievances and the District's Director of Labor Relations shall jointly contact members of the special purpose panel on a rotating basis. The first such panel member available to hear the grievance and issue a written decision within ten (10) work days of her/his appointment shall be chosen to hear and rule~~

Rationale: Modifies grievance procedures for Article 15.

ARTICLE 16 - STUDENT GRADING AND STUDENT PROMOTION PROCEDURES

Section 3. Organization for Grade Reporting.

B. **Marks/**Grades will be issued each quarter, and credit will be given at the completion of each semester.

Rationale: Reflects current grading practices at a variety of schools.

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 ~~computer disks~~ **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.

Rationale: Reflects current practice.

ARTICLE 18 - PROFESSIONAL CONDUCT AND PROCEDURAL PROTECTION

Section 1. Professional Conduct.

G. If the administrator designated by the chief executive officer recommends to the chief executive officer 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 chief executive officer 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 chief executive officer'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 chief executive officer's recommendation. Any termination or disciplinary suspension without pay imposed by the board shall take effect immediately.

Rationale: Provides timely notice and opportunity for the member to meet with the CEO if recommended discipline is being increased.

ARTICLE 19 - LAY-OFFS AND RECALLS

Section 1. Lay-off Guidelines.

E. For the purposes of lay-off, no later than August 1 of each year, the District shall establish the potential lay-off 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 lay-off 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.

Rationale: This is new contract language to streamline the exchange of information between CTU and CMSD and allows info to be corrected as necessary.

ARTICLE 21 - LEAVES OF ABSENCE

Section 1. Sick Leave.

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

Rationale: Sets timelines for leaves.

Section 4. Sabbatical Leave.

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

Rationale: language clean up

New Section 5. (all others move down). 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 Office 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 Office and to report to work if jury duty is cancelled for any of the scheduled days.

Rationale: Members no longer have to submit money received for jury duty to the district.

Section 5. Special Privilege Leave.

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

6. Taking an employee's child to or picking an employee's child up from college.

Rationale: Adds an additional reason for using an SPL day during the first or last 10 days of school.

B. Fractional use of special privilege leave shall be allowed in ~~one-half (1/2)~~ **0.125** day increments.

C. Except in an emergency, ~~such~~ **all** requests **for special privilege leave** must be directed to the ~~designated Academic Superintendent~~ **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.

Rationale: SPL and sick leave increments match and submission reflects current practice.

Section 7. 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 cause serious physical, psychological or emotional harm** ~~a physical injury inflicted by intentional or unintentional actions of others~~ in violation of school policies and regulations upon an employee in the course of employment or at a District sponsored event which results in a physical disability which precludes an employee from working. In order to be eligible for assault leave benefits under this section, the employee must report the assault to the Principal or other District Administrator as soon as possible.

~~B. Psychological or Emotional Trauma. An employee who suffers medically diagnosable psychological or emotional trauma resulting from a physical assault committed in the course of the employee's employment or at a District sponsored event which precludes the employee from working may also be granted an assault leave. If an employee applies for an assault leave, he/she shall also apply for Workers Compensation at the same time. Assistance to apply for Workers Compensation shall be provided by the District to employees who apply for assault leave.~~

~~E. The requirements of the preceding paragraphs of this section shall be prospectively applied to employees on assault leave as of September 1, 1993.~~

Rationale: Clarifies the definition and matches the current assault language in Article 15.

Section 12. 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** ~~and the Deputy Chief of Human Resources or her/his 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.

Rationale: If an unpaid leave is denied, a reason must be given.

ARTICLE 23 - WORKING CONDITIONS FOR SPECIAL GROUPS – CERTIFICATED PERSONNEL

Preamble. ~~Adult Education Instructors,~~ Guidance Counselors, LD Tutors, Nurses, Occupational Therapists, Physical Therapists, Psychologists, Social Workers, Speech Language Pathologists and all other educational service providers employed by the District, including art, music and physical education teachers, are entitled to an equitable share in each building's funds and resources for each school year. Building budgets will take into account the needs of each of the educational service providers assigned to that building each school year. Educational service providers will be provided access to the photocopying facilities, ~~typewriters and~~ computers/**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 ~~develop, purchase and/or utilize a method of providing~~ **provide** school nurses with access to students' emergency information.

Rationale: Updates language and reflects current practice

Section 2. Media Specialists.

A. Library Committee. A conference-type Library Committee will be formed with Union representatives from the elementary and secondary school libraries to meet on a regularly scheduled basis with the ~~Director of Educational~~ **Administrator responsible for** Media Services.

~~C. Elementary/K-8 Media Specialists. In elementary/K-8 schools where there is more than one (1) media specialist assigned to a building, the Supervisor of Media Services will designate one as media specialist in charge.~~

Rationale: Move to legacy, language no longer reflects current practice but is retained if needed for the future.

Section 3. School Nurses.

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.

Rationale: Creates a process and pay rate for assignments outside of the regular school day.

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** ~~Labor Management Council~~:

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

Rationale: Language reflects inclusion of audiologists and the availability of needed equipment.

Section 5. School Psychologists.

C. Working Conditions at Psychological Services Office.

3. Access to ~~typewriter and~~ duplicating facilities.

4. Access to computers ~~terminals~~ to expedite report writing and maintain timeline constraints.

F. The following items relevant to school psychologists are appropriate subjects for the ~~Labor Management Council~~ **Joint Special Education Committee**: Confidential work stations, access to computers ~~terminals~~ and input on future software purchases.

Rationale: Update language and reflects current practice.

Section 6. ~~Work Study~~ Transition Coordinator Teacher Consultants.

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

Rationale: Update language and reflects current practice.

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.**

Rationale: References relevant article.

~~Section 11. New Teachers.~~ (move to Article 8, Section 1. Renumber remaining sections)

~~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.~~

Rationale: Moved to a more logical place in contract.

Section 15. Peer ~~Math and Literacy~~ 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 ~~Literacy Coach and Peer Mathematics~~ **Instructional** Coach. 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 Literacy Coaches will possess a valid Ohio Teaching Certificate/License in K-8, 1-8, or 4-9 (ELA) and a valid Reading Endorsement and/or a Masters Degree in Reading.~~

~~B. Teachers selected as Peer Mathematics Coaches will possess a valid Ohio Teaching Certificate/License in K-8, 1-8, or 4-9 (Math) and preferably a Masters Degree in Mathematics.~~

~~C. Teachers selected as Peer Literacy Coaches will possess five years or more of successful teaching experience in Reading K-8 within the CMSD.~~

D. Teachers selected as Peer ~~Mathematics~~ **Instructional** Coaches will possess five years or more of successful teaching experience ~~in Mathematics K-8~~ within the CMSD.

E. Teachers selected ~~for the respective positions 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 fifteen (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.

Rationale: Reflects current practice and positions.

New Section 16 (all others move down). 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 2017-18 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.

Rationale: Adds Career and Tech Choices as an option for Middle Grade ESP/Encore.

Section 17. Job Sharing.

G. Job sharing partnerships must last through one (1) full school year and are subject to the approval of the Principal(s) for teaching positions or the ~~Deputy Chief of Human Resources~~ **Chief Talent Officer** or his/her designee for related service providers.

H. ~~Benefits also shall be available on a pro rata basis.~~ **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.**

Rationale: Job share partners collectively receive benefits for one Full Time Equivalent position.

Section 20. Differential Positions.

A maximum of two annual differentials will be paid to a ~~teacher bargaining unit member~~. However, if there are no qualified applicants, a maximum of four (4) differentials (no

more than ~~two (2)~~ **three (3)** of which are coaching activities) may be paid to any one ~~teacher~~ **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 pro-rated differential compensation because of the regular contract extension.

Rationale: Increases the maximum number of coaching differentials if there are no other qualified applicants and clarifies who is eligible.

ARTICLE 24 - WORKING CONDITIONS FOR SPECIAL GROUPS NON-CERTIFICATED PERSONNEL

Non-certificated personnel include all paraprofessionals ~~and sign language/ educational interpreters.~~

~~Section 1. — Sign Language/Educational Interpreters.~~

~~The District shall adopt and implement the State of Ohio job description for Educational Interpreters as may be hereafter modified by the state.~~

Rationale: moved to new Article 25

Section 2 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:

Rationale: Clarifies paraprofessionals are not to be assigned to office clerical duties.

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

Rationale: move to new letter H below.

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.

Rationale: Establishes language for current categories of paraprofessionals

[Family Liaisons. Move to Appendix D.]

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 ~~and shall be posted outside Human Resources~~. The list shall show the building and the classification of disability category including the grade span. Paraprofessionals shall have the same opportunity for Open Positions, and for Necessary and Special Transfer rights as teachers in Article 12.

New section H, (all others move down)(Moved from above and revised, revisions underlined and/or bolded) ~~Immediately prior to an Instructional Assistant's~~ 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 (i.e.g. move from MH to ED or OH), ~~the Instructional Assistant's~~ a Paraprofessional, upon request to his/her building principal, will be given the opportunity to job shadow for up to two days with an ~~Instructional Assistant~~ Paraprofessional who is assigned to a classroom ~~with~~ and has the same responsibilities and job duties as the new ~~assignment Instructional Assistant's~~ classroom. Recommendations for job shadow opportunities will be through collaboration between the special education department and ~~Human Resources~~ the Talent Department. ~~Human Resources~~ The Talent Department will notify principals when the job shadow is taking place.

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

When a substitute has completed 120 days or more during the school year, and is re-employed 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.

Rationale: Establishes a process for para subs to move into a full time position.

M. 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 scheduled break of fifteen (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) minutes break will be scheduled adjacent to their scheduled lunch. These breaks will be scheduled mutually by the paraprofessional and the principal.**

Rationale: Provides two personal needs breaks to be scheduled during the day and could be scheduled concurrently with lunch.

Q. Collaboration Training. ~~If grant funds are obtained for this purpose, or funds are identified in a school's approved AAP for this purpose,~~ The District shall institute teacher-

paraprofessional training in collaboration when a teacher or a paraprofessional **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.**

Rationale: Increases opportunity for paraprofessional professional development and collaboration.

Section 3. Voluntary Professional Development for Paraprofessionals and Occupational/Physical Therapy Assistants and Sign Language/Educational Interpreters.

There are voluntary professional development days for paraprofessionals and **occupational/physical therapy assistants** ~~sign language/educational interpreters~~. The first day will be contiguous with the first day of the school year and the remaining two voluntary professional development days will be scheduled by individual school buildings as determined by written mutual agreement, between the Principal and the UCC. As an example, these days may be scheduled on Saturdays, evenings or during the summer. These three (3) voluntary professional days shall be paid at the participants' daily rate. ~~When paraprofessionals and sign language/educational interpreters move to a differentiated compensation system, these voluntary professional development days shall be rolled into that system.~~

NEW ARTICLE 25 [Renumber other articles]: 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 30, 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.**

Rationale: Establishes specific terms and conditions for sign language/educational interpreters.

OLD ARTICLE 25 - COMMITTEES AND PROJECTS

Section 3. Intervention Team. (Moved from Article 6, Section 13)

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

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

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

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

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

Rationale: Moved unchanged to a more logical place in the contract from Article 6

Section 3 4. Medicaid Provider Subcommittee Committee.

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 of 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 ~~Community Alternative Funding System for approval by the end of the 1996-97 school year. The CTU President (or designee) and the CEO (or designee) will determine the make-up of the committee.~~

Rationale: Revise and enhance the current committee to improve the efficiency of Medicaid reporting.

Section 5 6. Joint Committee on ~~Class Size Reduction and School Performance/Attendance Incentives.~~

This committee shall be comprised of six members, three appointed by the CTU President and three appointed by the CEO. ~~One of the functions of the Committee is to seek necessary funding from federal, state and local sources to reduce class size and to research the availability of community resources. In addition,~~ This Committee will determine how to recognize schools that excel in educating Cleveland's children. 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.

Rationale: Revise and enhance the current committee to improve school performance and attendance.

Section 6 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: pre-school teacher, kindergarten teacher, special education teacher, and three administrators from the district's division of curriculum and instruction. This committee has the ability to invite in additional resource individuals as necessary. On an annual basis, the committee shall review the district's preschool program and professional development plan and recommend modifications which will increase student achievement gains to CTU and CMSD. ~~Beginning with 2007/08 school year, the~~ The district will ~~begin~~ continue to phase in an early childhood development unit into every K-8 building, **where possible.**

Rationale: Reflects current practice

ARTICLE 28 - BUILDING FACILITIES, SUPPLIES AND FUNDS

Section 3. Equipment and Supplies.

D. The district shall do a technology needs survey by the end of the 2017-18 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.

Rationale: Initiates a process for updating school technology.

Section 5. ~~Building Funds for~~ 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 upon by the Principal and the UCC. Snow removal equipment must conform with specifications as set up by the District.**

Rationale: Provides a process for removal of snow and ice.

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.

Rationale: Provides a process for removal of vermin.

Section 12. Repairing and Painting of Schools and Classrooms

Each year, the Principal, with input from the Chapter Chair 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.

Rationale: Provides a process for school input regarding repairs.

ARTICLE 29 - EMPLOYEE BENEFITS

Section 1. Eligibility.

For the purpose of this section regular employees entitled to employee benefits shall be defined as follows:

A. All certificated bargaining unit members ~~employed prior to December 31, 1996, who work between 19 and 30 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. ~~Certificated employees hired after January 1, 1997, who work 19 hours or more per week, shall also be eligible for HealthSpan only single or family health insurance coverage.~~ **For employees in a job share the language in Article 23, Section 17 shall apply.**

Rationale: Memorializes current practice.

B. Non – certificated CTU bargaining unit members who work ~~between 19 and 30 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. No change.

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 ~~program 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 ~~\$75.00~~ **\$100.00** per month in addition to the employee monthly contribution for family coverage set forth in Section 2, below.

Rationale: Increases working spouse contribution so that those who have access to medical coverage can retain current coverage levels with CMSD.

2. No change.
3. No change.
4. Any bargaining unit member whose spouse becomes eligible for any employer/retirement plan sponsored group health insurance coverage ~~after any time outside of the annual~~ **the open enrollment period shall notify the District within thirty days of the initial eligibility date.**
5. No change.
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 the~~ District's **health insurance** plan and pays the ~~\$75.00 additional~~ monthly contribution as set forth above), as otherwise required by this section, shall be ineligible for benefits under ~~the any~~ group health care/prescription drug ~~plan insurance coverage~~ sponsored by the District.

7. No change

Rationale: Housekeeping

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, ~~HealthSpan (formerly Kaiser Permanente HMO), or~~ 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**~~June 30, 2010~~, 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.** ~~The level of healthcare benefits for these plans shall be the same as provided as of December 31, 2016.~~ All pre-existing conditions will be covered unless currently restricted by HIPAA guidelines.

Memorializes current practice.

Employees who enroll in either single or family coverage will pay the following employee contributions for Aetna, ~~HealthSpan~~, **and** MMO SuperMed Plus PPO effective **January 1, 2018**~~October 1, 2013~~: An amount equal to ten percent (10%) of the monthly premium (**COBRA equivalency**) subject to the following monthly caps: (i) for single coverage - ~~\$75.00~~ **\$100.00** and (ii) for family coverage - ~~\$170.00~~ **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.**

Rationale: Replaces the defunct Kaiser/Healthspan with a comparable lower cost option and establishes monthly premiums.

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 employee may, at the employee's option, have 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 [] 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 ~~(i) educate the membership regarding the legal requirements that such information remain private and (ii) promote participation in these tests.~~

Rationale: Establishes a wellness program in an effort to contain health care costs and lower premiums.

All members and covered spouses who voluntarily participate in the wellness program will maintain full health care coverage at current monthly premium.

If choosing UHChoice, premium will be reduced to \$35 single, \$100 family. Results of wellness is confidential between doctor and patient.

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 _____. 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: No change

Rationale: Wellness visits will continue to be covered in full.

B. No change.

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

Rationale: Housekeeping – completed in 2007

D. Opt-Out Option. During the enrollment period each year, employees will be provided with the option of declining health insurance coverage for the ensuing year. Such elections are irrevocable until the next annual enrollment period. If the employee declines coverage for the year, he/she shall receive two semi-annual payments of \$250.00. These payments will be made in April and October. If the employee elects to change his/her coverage from family coverage to single (but would otherwise be eligible for continued family-coverage), he/she will receive two semi-annual payments of \$125.00, payable in April and October. Any employee who has opted-

out and **is eligible to re-enroll within the plan year due to a qualifying event** ~~has any change in spousal coverage may be eligible to re-enroll within the current year of employment provided that the employee returns a pro rata share of the payments received pursuant to this Section.~~

Rationale: Memorializes current practice.

E. No change.

F. **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 2013 **2018** Open Enrollment Period. That process will begin with announcements to employees in September, ~~2013~~ **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.

~~(Appendix P.)~~

Rationale: Maintains current prescription drug plan coverage.

Section 4. Shared Savings.

An employee shall be eligible to receive a payment from the District equal to one- half (1/2) of up to ~~\$500~~ **\$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.

Rationale: Increases amount of shared savings.

Section 5. Vision Care.

All employees will be covered by a vision care program administered through a provider mutually agreeable to the parties. The District will pay the full cost of this program. The level of vision care benefits shall be the same as provided in the previous Collective Bargaining Agreement between the District and the CTU as provided by ~~Spectera~~ **United Healthcare.**
(Appendix P.)

Rationale: updates name of current provider.

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.

(Appendix P.)

Rationale: memorializes current practice.

Section 7. Blood-Borne Pathogen.

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

Rationale: Move to Article 28, Section 13, all other sections below renumbered.

Section 8. 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 in ~~paragraph C~~ below.

B. No change.

C. No change.

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 \$10,000** and receive a corresponding credit under a health care FSA. Under the health care FSA, reimbursement may be received for medical (including dental and vision care) expenses (under IRC Section 213) that are not otherwise reimbursable by the health care plans of the District or of another employee.

E. ~~To comply with the requirement of IRC Section 125, the~~ **Medical Care Flexible Spending Accounts (FSAs) will each have a \$500 non-expiring carry forward limit as defined by the Internal Revenue Service (IRS).** ~~2-1/2 month grace period ending March 15, 2014 for 2013 expenditure, during which amounts remaining in the FSAs at the end of 2013 can be expended for permissible benefits. However, at the end of that grace period, any remaining amounts will be forfeited. Beginning with the next plan year (January 1, 2014 through December 31, 2014), the District will transition its FSA’s to permit each bargaining unit member to carry over up to \$500 per year as a result of allowing for this carryover, the FSAs will no longer provide a 2 1/2 month grace period to utilize amounts from the previous year. Thus, there will be no grace period for unused 2014 amounts at the beginning of 2015~~

Rationale: memorializes current practice.

F. No change.

Section 9. Life Insurance.

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

Rationale: increase amount

Section 10. Extended Coverage.

A. No change.

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** ~~have to pay directly to the District the bill that will be received from the District or its designee.~~

Rationale: Housekeeping

2. No change.

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** ~~who resign after June 15th~~ 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).

2. ~~Bargaining unit members who retire as of July 1st, will continue to receive paid health care/prescription drug insurance through August 31 (subject to the conditions set forth in Section 2 herein).~~

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.

Rationale: Clarifies current practice

Section 11. No change.

Section 13. No change.

Section 14. — Certification/Licensure Funding.

~~The District will offer a certification/licensure program as a pilot program. Up to fifty (50) bargaining unit members who decide to seek certification/licensure in a "high need" subject area, as defined by written mutual agreement of the District and the CTU, (e.g., Special Education, science, mathematics and bilingual education) are eligible for the District's certification/licensure program in any given school year. This program provides funding for the cost of obtaining the certification/licensure up to a maximum of five thousand dollars (\$5,000) per employee. To be eligible, the employee must be continuously employed by the District while seeking the certification/licensure and continue in employment for five (5) years after becoming certified/ licensed. In addition, if a position within the "high need" area becomes vacant and is offered to the bargaining unit member, she/he must accept the position.~~

~~The interested employee may apply for assistance in securing the certification/ licensure in the high need area with the District's Professional Development office by filing a Professional Development Plan outlining the proposed course of study to obtain the certification/licensure, including a proposed timeline for completion. If accepted, the employee will be provided funding, up to one thousand two hundred and fifty dollars (\$1,250) (less any applicable taxes) for each quarter of the certification/licensure program. Should the bargaining unit member not continue to progress toward completion of the program leading to the additional~~

~~certification/licensure, or should the bargaining unit member leave employment with the District less than 5 years after receiving the additional certification/licensure, the teacher will be obligated to repay all monies received, either through a deduction from his/her paycheck(s) or other legal means.~~

Rationale: Move to Article 25, Section 9.

~~Section 15. Mileage.~~

~~All bargaining unit members who are required to travel on school business (excluding travel to and from home) as part of their job responsibilities will receive the Internal Revenue Service mileage rate in effect at the time of travel. Bargaining unit members who choose to accept a second District position (for example, regular class room teachers who accept adult education positions) are not eligible for mileage when traveling from the primary position to the additional position.~~

Rationale: Move to Article 30, Section 10.

~~Section 16. Parking Expenses.~~

~~The District shall provide a monthly parking pass during working months to any CTU bargaining unit member involuntarily assigned to the Lakeside Administration Building as their primary assignment. Bargaining unit members who are reassigned to the Administration Building on an emergency basis will be reimbursed for parking expenses incurred while assigned to the Administration Building if no discipline results.~~

Rationale: Move 1st sentence to Article 30, Section 11 and the 2nd sentence to Article 18, Section 2 (K).

ARTICLE 30 - WAGES

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.

Rationale: raises on base wages for all members of 2%, 2.75%, and 2.75%.

Raises on most differentials of 2.75% and 2.75%.

~~Effective with the 2013-2014 2016-2017 school year, all employees will receive a four percent (4%) in their increase base salary. There will be no adjustment for movement on the index (vertical or horizontal movement) for classroom teachers or RSP's. Classroom teachers will be placed on or between a level within a tier on the career pathway that reflects their adjusted compensation and licensure level per the Cleveland Differentiated Compensation Salary ("CDCS") Schedule, contained in Appendix T. Related service providers new to the District will be compensated pursuant to Appendix A in the 2010-2013 Agreement plus four percent (4%). All salary schedules in this Agreement, excluding differentials shall likewise be increased by four percent (4%).~~

- B. 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.

Rationale: Creation of a new para salary schedule.

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

- C. 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 in Appendix A.

Rationale: Creation of a new sign language interpreter schedule.

C. ~~Any teacher hired on or after July 1, 2013 will be placed the CDCS Schedule based on procedures as outlined by the CDCS Joint Oversight Committee.~~ **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 15th 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.**

Rationale: Explanation of salary placement for new hires.

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

D. 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.

Rationale: Stipend for licensed/certificated bargaining unit members, including sign language interpreters, with “Accomplished” Effectiveness Rating.

E. 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 the 2012-2013 their daily per diem rate. If the extended day is solely for professional development, the employee shall be paid at the 2012-2013 Instructor In Service Rate. Beginning with the 2014-2015 school year, these rates may be modified by the JOC.~~

Any certificated/licensed bargaining unit member working over the normal 440 minute school day shall be paid for the extended minutes at the 2012-2013 daily per diem rate for that school year. Beginning with the 2014-2015 school year, this rate may be modified by the JOC. Any certificated/licensed bargaining unit member whose worksite included an extended day during the 2012-2013 school year will be given a hold-harmless payment equivalent to the compensation for the additional minutes worked in the 2012-2013 school year less the amount

they will receive for the additional minutes outside the normal 440 minutes school day for as long as that member remains at that worksite.

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

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

Rationale: Clarifies days of extended school year are paid at daily rate.

Section 3. Advancement on Differentiated Salary Schedule.

~~For purposes of transition to the CDCS Schedule, all~~ **All teachers licensed/certificated bargaining unit members who are between levels** will be placed **at the salary level above their current salary** at a level, ~~or between two levels within~~ **on the 2015-16 CDCS Schedule** contained in Appendix A **no later than 30 days after ratification of this Agreement, effective retroactively to July 1, 2016.** ~~T. The salary includes the 4% wage increase in Section 2(A). No employees' pay will be reduced as a result of being placed on the CDCS Schedule. Teachers will begin accumulating Achievement Credits ("ACs") during the 2013-2014 school year and will first be eligible to move to a new level on the pay scale within the career pathway, tiers and levels per the CDCS Memorandum of Understanding, Appendix T, during the 2014-2015 school year.~~

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

Rationale: Ensures all licensed/certificated bargaining unit members who are between levels on the salary schedule are placed at the next highest level of the salary schedule.

All certificated/licensed bargaining unit members who accumulated 15 Achievement Credits by the conclusion of the 2015-2016 2016-2017 school year will advance one (1) level on the 2015-2016 2016-2017 CDCS Schedule. Certificated/licensed bargaining unit members who have accumulated eight (8) or more Achievement Credits at the conclusion of the 2015-2016 2016-2017 school year earn evaluation based step credit equivalent to one (1) year for future step movement.

Rationale: Recognizes remaining Achievement Credits earned for movement on the salary schedule.

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 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.

Rationale: Creates movement every two years on the salary scheduled for licensed/certificated bargaining unit members, including sign language interpreters, rated “Developing” or above.

Certificated/licensed bargaining unit members, including Sign Language/Educational Interpreters, with a Teacher Effectiveness 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 twenty-six (26) bi-weekly installments. Effective with the 2018-2019 school year, salaries will be disbursed in twenty-four (24) installments on the 5th and 20th 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.

Rationale: Eliminates the 3 week pay gap.

B. Compensation Distribution.

1. ~~CMSD will transition from a paper check and electronic compensation payment system to a mandatory electronic compensation payment system. During 2013-2014 school year, e~~Employees who currently receive a paper check will either transition to 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. ~~Until the new system is activated, checks and e~~ 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.

Rationale: Memorializes current practice.

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 ~~lost, stolen, 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. No change.
6. No change.
7. No change.

C. Payment for Differential Assignments. All persons receiving a differential for an assignment per Appendix A, other than for athletic coaching, will be paid in four (4) equal installments, on or about December 1, February 1, April 15 and June 15. Differentials for athletic coaching, except for the Athletic Director, will be paid at the conclusion of the season and/or athletic assignment. Differentials will ~~continue to be paid per the schedule in Appendix A for the 2013-2014 school year at the 2012-2013 rate. Beginning with the 2014-2015 school year, differentials will be paid in accordance with the Differentiated Compensation MOU (Appendix R) as may be revised to address differential compensation aligned with the differentiated compensation system.~~

D. No change.

Section 6. No change.

Section 7. Pay Option.

Bargaining unit members (not on extended year contracts) shall have the option to select either a twenty (20) or twenty-six (26) biweekly pay plan. The option will be phased in, with 20% of bargaining unit members by seniority offered the option each year starting with the 2001-02 school year. **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 ~~certificated employees~~ **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. No change.

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 class- room teachers who accept adult education positions) are not eligible for mileage when traveling from the primary position to the additional position.

Rationale: Moved from Article 29, Section 15

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. 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.

Rationale: Moved from Article 29, Section 16

Section 12: 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.

Rationale: Creates 2 voluntary professional development/community engagement days for licensed/certificated bargaining unit members, including sign language interpreters.

ARTICLE 31 - NEGOTIATION, SEVERABILITY AND DURATION

Section 1. Negotiations and Duration.

A. This Agreement shall be effective from July 1, ~~2013-2016~~ through June 30, ~~2016~~ 2019.

C. Alternate Dispute Resolution. The procedure set forth in Ohio Revised Code Section 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-finders 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 ~~the third Monday in May of the applicable year~~. Bargaining unit members will be considered eligible to vote on the fact-finder's report provided they have: Paid their Union dues during that calendar year; and are on the 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.**

Rationale: 3-year agreement