



"Today the members of the Cleveland Teachers Union have sent a strong and united message to the District and the Mayor. We want a contract that is good for kids and fair for educators, and we are willing to back up our words with action.

A strike is an option only if the District refuses to provide a better way forward. The teachers, paraprofessionals, and related service providers are the employees who have the greatest impact on the children and families of Cleveland. They deserve to be treated fairly, with dignity and respect. **Our CTU members and the kids of Cleveland deserve the best learning conditions possible. This vote shows that CTU members are ready to do what it takes to make that a reality."**

— CTU President
David Quolke

May 13, 2016

WE DON'T WANT TO STRIKE BUT WE WILL!

CTU Members Reject Fact Finder Report, Approve Strike

The voice of the CTU membership was loud and clear: CTU members are ready and willing to do whatever they have to do to get a new contract that is fair to educators and good for students.



Brittany Bouyer-Chisholm and Nashay Thomas (right) cast their Fact-Finder and strike authorization votes at Mary B. Martin School.

CTU members voted in decisive numbers May 11-13 to reject the recommendations of a May 6 Fact Finder report. The Fact Finder report was rejected by an 87% overall vote. Of the members who actually voted, 96.8% voted to reject the report; in order to reject a Fact Finder vote, 60% of the entire union membership must vote to reject, and any member who does not vote is counted as a yes-vote in the final tally. The recommendations in the report would have become the contract for the next three years, if it had been approved by both CTU membership and the Cleveland Board of Education.

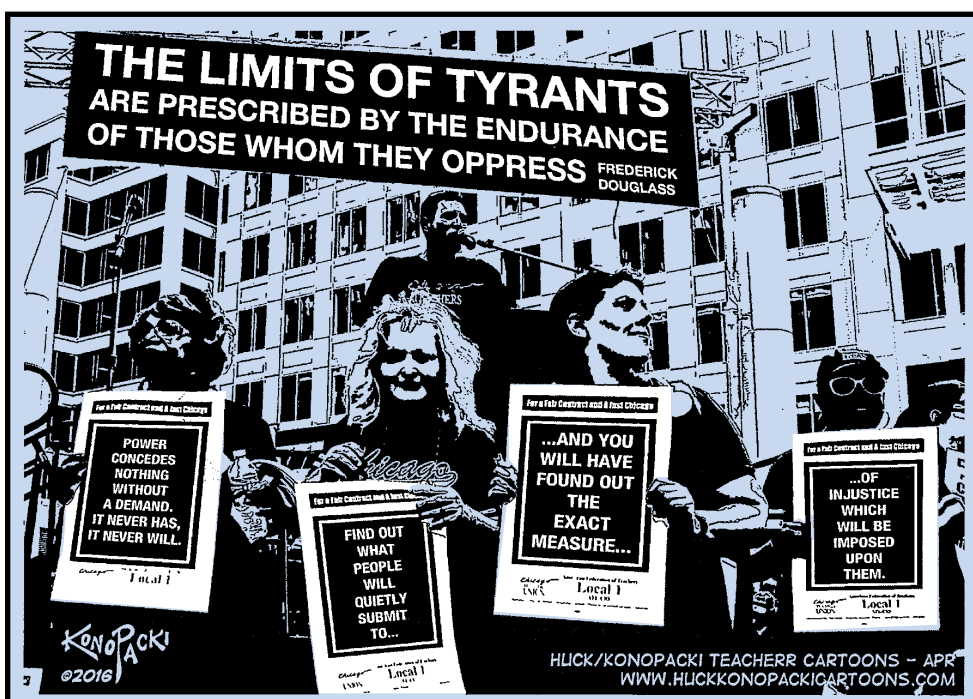


"With this vote, the members of the CTU have shown the District that they want more talks that will lead to fair evaluations for all, a living wage for paraprofessionals, elective classes, libraries, and less testing for students, among other things," said CTU President David Quolke.

He added, "While there were some pros in her report, the neutral Fact Finder did send several critical issues back to the same small group committee structure that on the District side refused to collaborate for the past three years. In effect, this would leave us with the same broken system for the next three years. That is not acceptable to me, or to CTU leadership, or to CTU members."

At the same time, in similarly

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THUMBS UP, THUMBS DOWN



THUMBS UP to **CTU solidarity!** The votes to reject the Fact Finder report and to authorize a strike were decisive, and sent a clear message to the Board and District leaders. CTU solidarity strength has been evident in our presence at Board meetings, rallies, and other events, on social media sites, and on **CTU blue days**. The Union leadership is only as strong as the membership that stands with it. Our strength will likely be tested soon. Be prepared. Save your money.



THUMBS UP to **CTU members at Mary Bethune**, who earned the first **CTU Outstanding Blue Mobilization Award** for their efforts at the March Board of Education Meeting at East Tech. Congratulations and thank you for your excellent mobilization efforts to help make CTU voices heard by the District and the Cleveland community.



THUMBS UP to **Crystal Gonzalez and Michelle Kester**, the first members to win the **CTU Outstanding Blue Award**, for their regular presence at Board meetings and other CTU mobilization efforts. Like many CTU members, they understand that being present matters; it's important for them, their colleagues, and the CTU. Thanks for always being there, Crystal and Michelle!



THUMBS DOWN to **administrators who abuse the TDES process**. Instead of using it as a collaborative method to improve teaching and learning (its original intent), in too many instances it has become an arbitrary tool to try to devalue excellent, hard-working teachers, either as a punitive act or a budget-controlling measure. This does nothing to improve instruction, and corrodes the "atmosphere of trust that promotes collaborative dialogue and enhanced professional practice," as stated in the CBA.



THUMBS DOWN to **administrators who try to circumvent the CBA**, who didn't share the SBB budget with their UCC and staff, who do not include the UCC and chapter chair in important building decisions. It seems like they work harder just to make things more difficult than they need to be. The problem is, this leads to an unnecessary waste of precious limited time and energy that could have been used more productively for educational purposes.



THUMBS UP to **Shari Obrenski, CTU Director of Negotiations, and the entire CTU Negotiations Team** for the blood, sweat, and tears they have given to the negotiations process this year. While the Fact Finder's report was a mixed bag and unfortunately didn't settle CTU members' most important concerns, the report agreed with the CTU position on many other issues, confirming that the CTU's proposals were sensible and had merit.



THUMBS UP to the **other CTU officers** who stepped up to handle CTU issues in the office and in the schools while the Negotiating Team was meeting, especially **Cheryl Neylon and Jim Wagner**. They kept things running smoothly, and saw that CTU members' questions were answered and problems were handled.



THUMBS UP to **CMSD student De-jontay Shakespeare**, a senior at Jane Addams Business Careers Center and a member of the CMSD Student Advisory Council, for exercising his right to free speech at the February CBOE meeting. He eloquently articulated student concerns about the District's refusal to negotiate, and called on the CEO to send his team back to the table.

A corresponding



THUMBS DOWN to **Jane Addams administrative staff, led by Elaine Gollate, Sophronia Hairston, and Fred Ray**, for censoring the morning announcements the following day, and refusing to recognize Mr. Shakespeare for his civic participation. And an extra



THUMBS DOWN to **Assistant Principal Fred Ray**, who wasn't even at the meeting, but pulled the student out of English class for 20 minutes to reprimand him for speaking out at the Board meeting. A good use of instructional time? Please.



THUMBS UP to **Jillian Ahrens and Mary Moore**, Co-Directors, and the **entire CTU Grievance Team** for several significant arbitration wins this past year.



THUMBS UP also to the **original grievants** who stood up for their collective bargaining rights and filed the original grievances. They helped make the CBA language stronger for all CTU members. While the grievance process can take time, especially when District administra-

tors refuse to respond promptly, it is still the best way to enforce the contract. File a grievance!



THUMBS DOWN to **CMSD's Chief Legal Counsel Wayne Belock**, who featured prominently in the two most recent arbitration victories. The latest CTU win dealt with his directive to principals and chapter chairs that tried to unilaterally redefine what constitutes "serious assault and battery." It was overturned by the arbitrator. Prior to that, he was named in another arbitration about wrongful discipline of a teacher. The teacher was totally exonerated in the decision. In addition, the arbitrator stated that he felt Mr. Belock's "conduct [was] unbecoming a professional school district administrator" and "a clear violation of the District's Code of Ethics." (See *arbitration article on page 4*.) Remember, this is the District's Chief Legal Counsel, and a key member of the CMSD Negotiations Team.



THUMBS UP to **38 CMSD teachers, and the members of OFT Listening Tour** who visited Cleveland earlier this year, and spent two evenings candidly sharing good and bad points around the teacher evaluation system. This was part of a larger state-wide OFT initiative. The OFT representatives took the information back to Columbus to share with Ohio policy makers and legislators, to advocate for educators as Ohio develops its state plan for the Every Student Succeeds Act (ESSA).



THUMBS UP to the recent **U.S. Supreme Court 4-4- decision in the Friedrichs case**, which meant the past decision allowing fair share fees will stand — at least for now. Unfortunately, it's not over; opponents of unions and labor will try again.



THUMBS UP to the **teachers at two ICAN charter schools** who finally held their first Union organizing elections this spring, and to the **AFT organizers** who helped them in this years-long effort. It's easy to forget how difficult organizing can be for others in the labor movement. Thousands of CTU members and other labor leaders who came before made many difficult sacrifices, to gain and protect the union rights we enjoy now. It may be our turn to step up soon. Be prepared. Save your money. **Solidarity!**

Somber But Strong

The mood among Chapter Chairs at the May 13 divisional meeting, as the results of the Fact Finder and strike votes were announced, was somber but strong and resigned. Solidarity!



CTU Members Reject Fact Finder Report, Approve Strike

STAY INFORMED

CTU Text Alerts, Email

Don't miss getting important information — stay informed over the summer break. Be sure your CTU Chapter Chair has up-to-date contact information for you: phone numbers and a non-CMSD email.

Also, a text service is available for CTU members. You can sign up — right now! — to receive mobile text message alerts from AFT-Cleveland Teachers Union. You will receive updates, notices, and reminders.

Get your cell phone out right now, and send a text message with the word ctu279 (lowercase, no spaces) in your message box. Send this message to the phone number 69238.

AFT-CTU will never charge you for text messages, although your carrier's Message & Data rates may apply.

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overwhelming numbers, CTU members voted to authorize a strike. Their 97.3% vote gives the Executive Board the right to give SERB (State Employee Relations Board) the ten-day strike notice, should a strike become necessary if no agreement is reached.

In her report, the Fact Finder agreed with the Union's position on several issues, confirming the CTU's claim that its proposals are sound and reasonable, and good for students and educators. However, she left several major contentious issues—notably the differentiated compensation system and the evaluation system—to be settled in committee by CTU and CMSD leaders. In the past three years, the District has failed to keep its promises to the CTU and the community in these areas. There was no reason for CTU members to believe anything would change.

“We were confident that our members would stand together,” said Shari Obrenski, CTU Director of Negotiations, “to let the Board and CEO Eric Gordon know that they want a contract that is fair for educators and good for our students. The members have spoken, and overwhelmingly said that they deserve to be treated like the professionals that they are. Their students deserve the same opportunities as their suburban peers. And they are willing to strike if the District

continues to refuse to honor the promises of the contract that we all agreed to follow three years ago. The current status quo isn't good enough for our kids.”

What's Next?

The next steps are for the CTU and CMSD to return to the negotiating table, explained Ms. Obrenski. The current contract expires on June 30, 2016. CTU expects that the Negotiating Teams for both sides will be meeting during the summer months, in hopes of reaching a settlement before school begins in August.

“The Fact Finder has moved both sides a long way, and gets us closer to the finish line,” said President Quolke. “The CTU is ready to get back to the table and negotiate a contract that is good for kids and fair for educators. Then we can begin collaborating with the entire Cleveland community to pass a levy in November.”

“We are encouraged that CEO Gordon expressed that the District is ready to go back to the table and work with CTU to get a contract,” added Ms. Obrenski. “We are prepared to get back to negotiating, and eager to use the Fact Finder's report as a new starting point to reach a deal. Our primary focus is to get a fair contract, so that we can work with the District and our community to pass the levy in November.”

Thank you to CTU members for demonstrating their solidarity and courage, as they continue to fight for better working conditions for educators and better learning conditions for students. In the meantime, stay in touch with the CTU this summer through text message alerts and the CTU website. Participate in CTU-sponsored summer activities in the Cleveland community. Be prepared to do what is necessary for your profession, your union, and your students. And save your money.



President David Quolke addresses Chapter Chairs at the May 13 Divisional Meeting about what's next for CTU and the negotiations process.

CTU Officers, Chapter Chairs and Delegates Sworn In

Eighteen CTU Executive Board members elected in March were sworn in at the April 21 Delegate Assembly. Chapter chairpersons and delegates were also sworn in at the meeting. CTU members voted to reelect all incumbent officers who were up for election this year. Two Trustees-at-Large, also members of the Executive Board, are elected in March of odd-numbered years.



Susan Muller, new Chapter Chair at Waverly @ Watterson-Lake, sets up the ballot box in preparation for the fact finder and strike authorization votes.

There were 26 new CTU chapter chairpersons elected this spring. Bargaining Unit Director Michael Kulcsar (who also serves as Treasurer) will coordinate training and assistance for the new CTU reps, especially those who are actually brand new reps with no prior experience in that important role.

“The job of CTU Chapter Chair is extremely important,” said Mr. Kulcsar. “They are the front line of the Union in the buildings, and often have to deal with a variety of problems and issues every day, depending on their local principals and Network Team Leaders.”

The recently-elected CTU Executive Board members, who will serve two-year terms, are: President David J. Quolke; 1st Vice President Tracy Radich; 2nd Vice President Kurt Richards; 3rd Vice President, K-8, Jillian Ahrens; 3rd Vice President, K-8, Mary Moore; 3rd Vice President, Senior/Special, Shari Obrenski; Sec-

retary Michelle Rzucidlo; Treasurer Michael Kulcsar; Sergeant-at-Arms Cheryl Neylon; Trustee, K-8, Bonnie Hedges; Trustee, K-8, Jim Wagner; Trustee, Senior/Special, Dorothy Fair; Member-at-Large, K-8, Cindy Antonio; Member-at-Large, K-8, Cassandra Carter; Member-at-Large, K-8, Stephanie Henderson; and Member-at-Large, Senior/Special, Ellen Abraham. Nurses Chapter Chair Patricia Forrai-Gunter and Paraprofessionals Chapter Chair Cherylane Jones-Williams are members of the Executive Board, but are elected annually like other chapter chairpersons.

Other Executive Board members are the two Trustees-at-Large, Mark Baumgartner and Andrea Dockery-Murray, and four appointed Committee Chairpersons: Elisa Kazek (Legislative), Wendi Kral (Membership), Debbie Paden (Educational Issues), and Christy Rorick (Publications).

Congratulations to all CTU officers, chapter chairpersons and delegates, as they courageously take on these leadership positions during a very difficult, uncertain time in our Union's history.

ARBITRATION

CTU Definition of Serious Assault Prevails

Grievance Team Wins Arbitration — Again

At the May 13 CTU Divisional Meeting, Grievance Co-Directors Jillian Ahrens and Mary Moore announced that the Union had won another substantial arbitration, regarding language about what constituted a “serious assault and battery.” CMSD’s Chief Legal Counsel Wayne Belock had tried to redefine the term as it applied to the CBA, but it was overturned by the arbitrator.

Background

Sometime in 2015, Mr. Belock prepared an “advisory statement” regarding the interpretation of Article 15, Sections 10 and 11, policies and procedures governing assault and battery on an employee, and menacing. He testified that he had prepared the statement at the request of CAO Michelle Pierre-Farid, and because of “his concern regarding a decision by an Impartial Hearing Officer from the Department of Education that a student was improperly transferred because of an erroneous decision by a principal.”

On September 21, 2015, this “advisory statement” was posted on the CMSD website and emailed by Ms. Pierre-Farid to principals and chapter chairs. The statement instructed principals about how to determine whether a “serious assault and battery” or “serious menacing” had occurred.

The CMSD statement said that in order for a serious assault or battery to occur, the CTU member must suffer either: 1) physical harm that carries a substantial risk of death; 2) physical harm that involves either permanent incapacity or substantial temporary incapacity; 3) physical harm that involves permanent disfigurement or serious temporary disfigurement; 4) physical harm that involves substantial suffering or prolonged or intractable pain; 5) psychological illness that would normally require hospitalization or prolonged psychiatric treatment; or 6) emotional injury that is so severe that a reasonable person would be unable to cope adequately with the mental distress.

For serious menacing to occur, the statement said the student would have to make an oral or written threat of serious physical, psychological, or emotional harm, as defined above, or direct that threat to a CTU member or a member of their family.

Mr. Belock explained that he used the definition of “serious harm to persons” in the Ohio Revised Code. The CTU responded by filing a grievance which stated that this statement violated Article 15, Sections 10 and 11

of the CBA. CMSD denied the grievance at Step II on October 1, 2015, and the Union took the issue to arbitration. The hearing was held on February 18, 2016, and Arbitrator Nels Nelson issued the ruling on May 6, 2016.

Is This Arbitrable?

The District first argued that this issue was not even arbitrable, because there was not an actual case that was being considered, and it was all hypothetical. The Union presented several examples and precedents to contradict the District’s claims of arbitrability.

In his decision, Arbitrator Nelson ruled that the issue was arbitrable, because the District had unilaterally adopted a new interpretation of “serious physical, psychological, or emotional harm” and expected principals to follow it.

“While no member of the bargaining unit may have yet been affected by the directive,” Mr. Nelson stated, “the number of cases of assault and battery and menacing guarantee that it will happen.”

Can They Do That?

The District argued that Mr. Belock’s advisory statement was an “exercise of its management rights,” which are “broad and powerful” and subject only to limitations in the CBA. They contended that no contract provision limits its rights to communicate with its administrators regarding the CBA.

The District thought many cases that were considered serious assault or battery should have been considered as only disciplinary infractions, and dealt with through the Student Code of Conduct. The District dismissed the testimony of Jillian Ahrens, who said any “guidance” on the interpretation should have been jointly issued. The District argued that the CTU was “seeking greater power for its members than they were entitled to have” in the CBA. They presented several other arguments in support of their position, which the CTU countered.

The Decision

The arbitrator stated the record established that Mr. Belock’s directive conflicted with the CBA’s Article 15, Sections 10 and 11. He believes many people distinguish between three levels of injury: minor, serious, and severe. And the District’s new definition of “serious injury” corresponds most closely to “severe” rather than “serious.”

He also agreed with the CTU that the technical definitions from the ORC are frequently rejected unless specifically provided for in the CBA; if not, the word “serious” should be given its ordinary meaning.

The arbitrator also ruled that the CTU’s position that the CMSD directive is unreasonable had merit. The arbitrator wrote: “As the Union noted, Belock acknowledged that if a student punched a teacher in the face and left a bruise on the teacher’s face, it would not necessarily be a serious assault and battery [under his new directive] because it might not meet the statutory definition for a serious assault and battery.”

The arbitrator noted the importance of recognizing the different purposes served by the definition of “serious harm” in the ORC and in the CBA.

The ORC involves situations including serious penalties and incarceration. The CBA deals with student behavior and ensuring the safety of teachers, staff, and other students. He also concurred that bargaining history supported the CTU’s position.

Mr. Nelson rejected the District argument that it was part of management rights, and that it was simply communicating with administrators, since the directive told principals how to determine if serious assault, battery or menacing occurred. “It is hard to imagine that the principals viewed the statement to be anything less than a

directive from a supervisor,” Mr. Nelson wrote. While he understood how the District may have felt it needed to restrict the interpretation, it cannot arbitrarily change interpretation and past practice without a corresponding change in contract language. Mr. Belock acknowledged that the goal of his “advisory statement” was to reduce the number of students being transferred (and resulting parental complaints) pursuant to Article 15.

Mr. Nelson also rejected the argument that the CTU wanted the power to transfer students at will, and said they only wanted to block the new directive.

The Remedy

The CTU requested three remedies: 1) to order the District to comply with the CBA; to remove its new interpretation of Article 15, Sections 10-11, from the CMSD website; and to send a retraction of its directive to principals and chapter chairs.

The arbitrator said the District, as a party to the CBA, was already required to comply with it. But he did grant the other two requests. On May 6, the District was ordered 1) to rescind its statement regarding the interpretation of “serious physical, psychological, and emotional harm,” and 2) to notify principals and chapter chairs.

[Editor’s Note: As of May 16, the statement was still on the website and no retraction had been sent.]

Another Recent Arbitration Award for CTU

In another recent decision, a CTU member who was given a 5-day suspension, was forced to transfer after 19 years in at Clark School, and whose (wrongly) alleged misconduct was reported by CMSD to the Ohio Department of Education, was completely exonerated.

When she was (wrongly) forced to transfer, she sent a respectful explanatory letter to her colleagues at Clark. However, while the District was in the process of taking its action against this grievant, CMSD Chief Legal Counsel Wayne Belock, a top advisor of CEO Eric Gordon and a key member of CMSD’s Negotiating Team, took it upon himself to send his own letter to everyone at Clark rebutting her letter and disparaging her.

This action was so egregious that the neutral arbitrator included this in the decision: “After reviewing both letters, this Arbitrator finds that the farewell letter from the Grievant to her colleagues was certainly understandable. The letter was not disparaging to the District, but respectful and dignified. The letter from the District’s Chief Legal Counsel, to clarify what the Grievant had written, on the other hand, was not only a disrespectful attempt to get the last word but a clear violation of the District’s Code of Ethics.”

In his remedy, he required the District to issue a retraction of Mr. Belock’s letter to all Clark staff, informing the staff that the suspension was reversed and the member completely exonerated. “There was not a good legitimate business reason for the District’s Chief Legal Counsel to respond and clarify the Grievant’s goodbye letter. In this Arbitrator’s opinion, [Mr. Belock’s] response letter was conduct unbecoming a professional school district administrator.”

UNION NEWS

GRIEVANCES

'Frustrating, Outrageous . . . , But It Works'

2015-2016 Grievance Year in Review

"What we've seen this school year, especially through CTU's significant wins, is that the grievance process takes time, but it works," said Jillian Ahrens, CTU Co-Director of Grievances. "It is the best way to fix violations of the Collective Bargaining Agreement."

"Thank you to those CTU members who have stood up for the rights of all by filing grievances, and making sure the contract is followed in the buildings," added Mary Moore, CTU Co-Director of Grievances.

The CTU Grievance Team — Co-Directors Jillian Ahrens and Mary Moore, Cherylane Jones-Williams, Cheryl Neylon, Shari Obrenski, Kurt Richards, and Jim Wagner — won several major arbitrations, substantial decisions that protect the rights of CTU members.

Three fall arbitrations included two major decisions about wrongly-determined grade level preferences, and one about the District's incorrect actions regarding Student Learning Objectives.

Another decision completely exonerated a veteran teacher for alleged misconduct, and actually stated in the decision that the conduct of CMSD's Chief Legal Counsel Wayne Belock in this matter was "conduct unbecoming a professional school district admin-

istrator" and "a clear violation of the District's Code of Ethics." [Editor's Note: CTU is still waiting to see what, if any, repercussions Mr. Belock faces for his actions.]

And the latest decision was another win for CTU members, protecting the contract language about serious assaults and battery, and refuting Mr. Belock's new, more limited definition. (See article on opposite page.)

The Team advised CTU members to be careful not to miss grievance timelines, especially regarding payroll issues. They anticipate a summer break filled with more arbitrations. Several class action cases are pending: Sign Language Interpreters; coaches and pre-season compensation; and 10% payments for late compensation. About six TDES arbitration cases are close to settlements, along with some payroll cases.

Over 100 grievances are at Step III; many have been heard, and are awaiting answers from CMSD. There are another 20 to schedule, that the CTU

Three fall arbitrations included two major decisions about wrongly-determined grade level preferences, and one about the District's incorrect actions regarding Student Learning Objectives.

is trying to finish before the end of the school year. Co-Directors Ahrens and Moore gave kudos to the other Grievance Team members, especially Cheryl Neylon and Jim Wagner, who handled many Step II grievances during negotiations.

Both Co-Directors expressed continued frustration at CMSD's often slow response to grievances. The amount of time can be outrageous, as the District

simply drags its feet on many cases. Ms. Moore commented that while they have started answering some of the 2016 grievances in a more timely fashion, the CTU is still waiting for responses on some 2015 grievances.

But their advice continues to be, if the CBA is being violated, follow the steps and file a grievance. It is one of the most powerful tools in collective bargaining. Don't be afraid to use it.

TDES Reminder

Composite Evaluations were due on April 29, 2016. Composites were due for all paraprofessionals, teachers, and related service providers. The TDES portal closed on April 29.

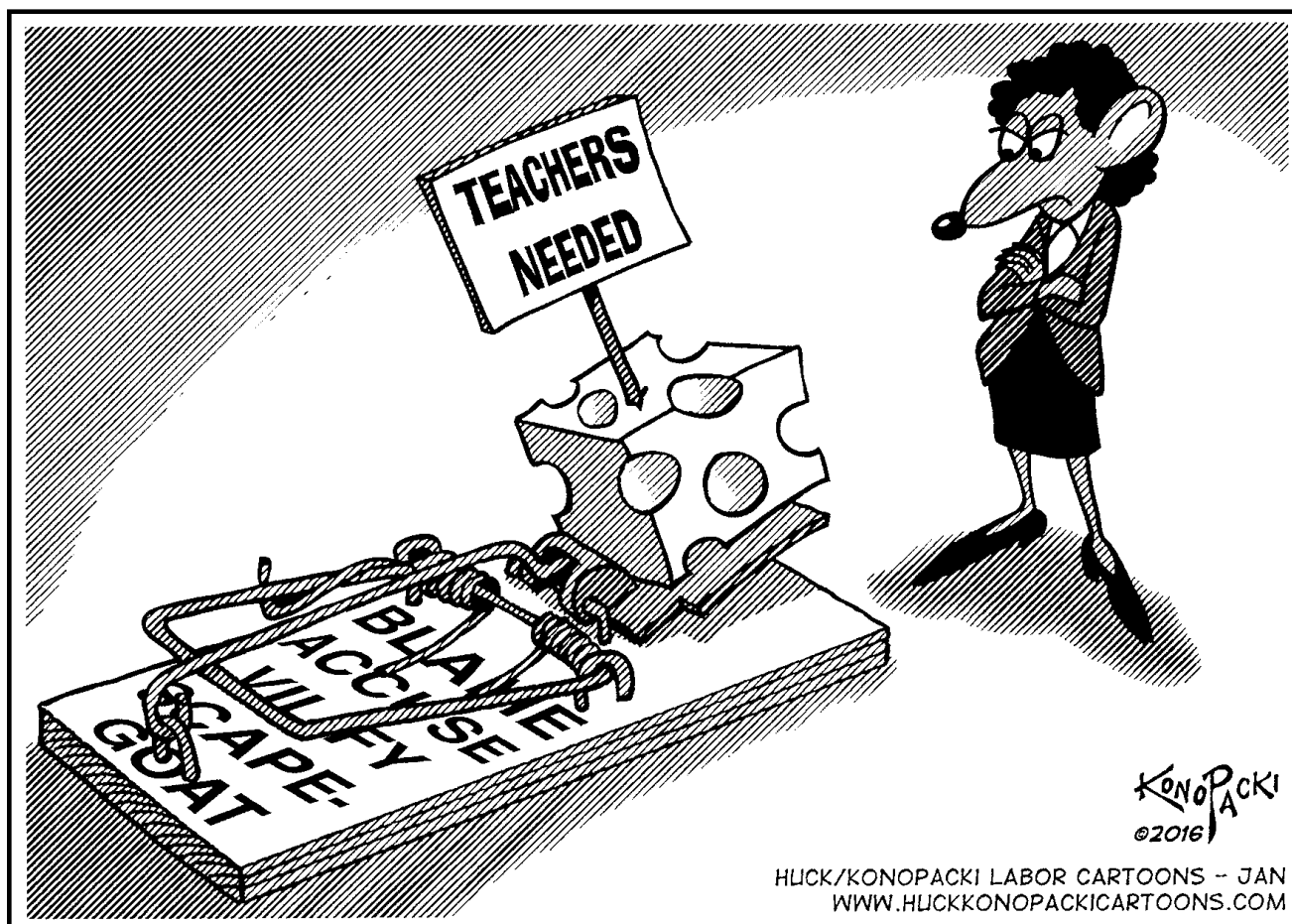
Remember, the TDES final composite performance rating makes up

50% of a teacher's and related service provider's overall rating. Student Growth Measures make up the other 50%. Paraprofessionals do not have Student Growth Measures as a part of their final rating. Teachers should be able to log into eTPES to see their final Effectiveness Rating prior to the last day of school.

How to Appeal Your TDES Rating

Composite appeals can be appealed within ten days of the composite conference. The first step is to email the Academic Superintendent with specific information regarding the appeal and the components being appealed. The Academic Superintendent has ten working days to resolve the appeal.

If not resolved, the member can email TDES@clevelandmetroschools.org to request that the TDES Co-Chairs review the appeal. The Co-Chairs have ten working days to respond. All appeals must be submitted to the Academic Superintendent within ten days of the event, but no later than June 13, 2016. Any appeals submitted after June 13 will not be timely.



Quality Early Childhood

Did you know there are about 2,000 days in a child's life before they start kindergarten? And what happens — or doesn't happen — in those 2,000 days can establish how well children will do in school and throughout their lives.

As research on early learning and early child development increased over the past few decades, it confirmed what early childhood educators always



knew: those preschool years are significant. Studies consistently prove that quality early childhood education brings short-term academic benefits, lifelong benefits to the students, and economic and social benefits to their communities.

According to groundwork Ohio (www.groundworkohio.org), children who participate in high-quality early childhood education programs are more likely to perform better in school; graduate from high school and college; develop strong cognitive and social skills; build healthy personal relationships; and earn more during their working lives.

The research has led to increased investment on a national level. The White House stated in 2013 and 2014, when calling for additional federal investment in early education: "Expand-

ing access to high-quality early childhood education is among the smartest investments we can

make. Research has shown that the early years in a child's life — when the human brain is forming — represent a critically important window of opportunity to develop a child's full potential and shape key academic, social, and cognitive skills that determine a child's success in school and life." They cited a \$7.00 annual rate of return for each dollar invested in early learning, due to reductions in the need for later expenditures on interventions such as remediation, repeating grades, and special education.

Data from Ohio's Kindergarten Readiness Assessment-Literacy (KRA-L) confirmed that a larger proportion of CMSD students who attended CMSD preschool scored higher on the KRA-L than those who did not attend CMSD preschool. Research shows that for every additional point



a child scores on the KRA-L, there is an 11% greater chance of that child passing Ohio's Third Grade Reading Guarantee requirements.

The evidence of the importance of quality early childhood education is overwhelming. Now the discussion moves to how best to provide it.

In 2013, to advise the Cleveland Pre-K Task Force, the Center in Urban Poverty and Community Development at Case Western Reserve University studied the availability of high-



quality pre-K programs in the city (including other pre-K programs, not only CMSD). They found a limited supply of high-quality pre-K programs, and an uneven distribution of providers across the city.

Launched in November 2013, PRE4CLE was formed to address the need for quality early childhood educational opportunities in Cleveland. PRE4CLE is a collaboration among multiple stakeholders committed to develop a plan to provide quality early education in the city. The vision of PRE4CLE is that every child in Cleveland will enter kindergarten ready to succeed in school. Their focus is on providing high-quality early childhood programs.

Ohio's 5-Star Program: Step Up to Quality

In October 2013, Ohio began implementation of its new early childhood rating system, Step Up To Quality (SUTQ). SUTQ is a voluntary five-star quality rating system administered by the Ohio Department of Job and Family Services (ODJFS) and the Ohio Department of Education (ODE). It recognizes and promotes learning and development programs that meet quality benchmarks over and above



Charles A. Mooney preschool teachers Lisa Arraj, Nicole Shaner, and Gwen Seaman proudly display their Five-Star SUTQ certificate.

Before You Take Any Summer Coursework...

Do You Have an Approved IPDP?

Remember: IPDPs **must** be written **before** you take classes for your license renewal! A new IPDP should be written and approved as soon as you have your new license in hand. You **do not** write a new IPDP when it is time to apply for a new license.

If you have an approved IPDP that was written **after** your current license was issued, there is no need to write a new IPDP. When done correctly, the IPDP is written as soon as you get your new license **and** prior to taking any classes or PD that counts for CEUs; it is not written at the end

when you are applying.

Is It Time to Renew Your License?

All teachers, related service providers, and paraprofessionals who have a license or permit that expires June 30, 2016, need to renew **immediately!**

Classes should be completed, and applications and payment are done through the Ohio Department of Education website. Teachers, related service providers, and paraprofessionals need fingerprints taken every five years. CMSD Safety and Security at

East Professional Development Center does fingerprinting. Check the CMSD website for days and times.

Keeping your license or permit current is an important professional responsibility. Don't let it slide until the last minute, and jeopardize your job security and livelihood.

Subs Play Imp

No teacher has illnesses, medical appointments, emergencies, or family needs that happen only on non-school days. Thanks to the skills and experience that competent substitute teachers bring to the job, student learning continues in the classroom even when the regular teacher is out.

CMSD substitutes are members of the CTU bargaining unit, and once

UNION NEWS

Education = Lifelong Benefits

minimum health and safety licensing standards. The steps are based on national research, identifying the program standards that lead to improved outcomes for children. SUTQ recognizes programs that achieve quality benchmarks over and above Ohio's licensing standards in the areas of ratios/group size, staff education and qualifications, specialized training, and administrative practices. Early learning supports and awards are available to assist programs in achieving and maintaining a Star Rating. A program with a rating of three stars or higher is considered a quality program.

By December 2015, ODJFS had rated about 1,500 of the 8,000 child care programs under its jurisdiction, and just under half of those were rated at three stars or above. The ODE, which rates school-based programs, had rated 255 preschools by December 2015, and all of them scored three stars or above.

At this time, SUTQ is an optional program that centers choose to participate in. But by 2020, all early childhood centers that receive any public funding, either directly or by receiving state subsidies for any of their students, must have a SUTQ rating.



CMSD Preschools Rank High

"CMSD preschools have consistently

ranked high on the SUTQ rating, with 12 schools achieving five-stars or the highest ranking," said Michelle Rzcudlo, preschool special education teacher at Mary B. Martin and CTU Secretary. "Another five schools have completed the process and are waiting for the official notification that they have earned a five-star ranking, and hope to have it by the end of the school year. This speaks to how dedicated CTU teachers and paraprofessionals are. The five-star rating could have not been achieved without their com-



mitment, professionalism and dedication to providing the best learning experiences for our preschool children."

To achieve a four- or five-star rating, programs must meet all the standards for a three-star rating, and then earn extra points by going above and beyond the requirements for a quality (three-star) program. Schools with more than one pre-K program receive an overall combined ranking on SUTQ.



The evaluation process is extensive and comprehensive. Each school program is assessed in three domains: Learning & Development; Administrative & Leadership Practices; and Fam-

ily & Community Partnerships. The process has two parts. First is a desk review of the documents the program submitted with its registration as a provider. The second is an on-site visit that includes classroom observations, document reviews, and interviews with staff and administration.

In the domain of Learning & Development, programs are evaluated on diverse standards in the sub-domains of curriculum and planning, child screening and assessment, and interactions and environment. In the domain of Administrative & Leadership Practices, sub-domain evaluations include staff supports, program administration such as continuous improvement process and self-assessment, and staff management that includes staff education and professional development. In the domain of Family & Community Partnerships,

the assessed sub-domains include transitions, and communication and engagement.

Programs seeking four- or five-star ratings earn additional points by maintaining lower staff/child ratios and group sizes, and by earning accreditation from an approved organization.

"Step Up to Quality is a comprehensive but fair process," said Lisa Arraj, special education preschool teacher in the five-star-rated integrated preschool classroom at Charles A. Mooney, "and it's a lot of work! But I think it really helps teachers get the classroom environment ready, and helps clarify what to do to create the best possible learning environment for children.

"It makes you think critically about all the elements — centers, use of space, materials, planning, activities, parent and community involvement — in the context of what's best for preschoolers, and what will help them be ready for success in kindergarten. The process makes you hone your skills as a teacher, to keep improving. The five-star SUTQ ratings that CMSD preschool classrooms have earned prove that our preschool students are getting a high-quality education from high-quality preschool educators."

All children deserve the opportunity to succeed in school, to learn to read and do math, to graduate and pursue a career or further education. The best way to guarantee that for all Cleveland students is to ensure that every child is "ready to learn" in kindergarten. And the best way to guarantee **that** is to make high-quality preschool programs available for all Cleveland children.

"Preschool is much more than block corner and housekeeping," added Ms. Rzcudlo. "There is serious learning going on. Brains are developing rapidly at this age, and children are learning important skills needed for success in school and life. Thanks to all the CTU teachers, paraprofessionals, and related service providers who are making a difference in our preschooler's lives."

Cleveland Connects: The First 2,000 Days

THE GREATER CLEVELAND COMMUNITY is recognizing the importance of early childhood education. A special series of installments called **Cleveland Connects: The First 2,000 Days**, was sponsored by PNC Bank and produced in partnership with *The Plain Dealer* and Ideastream, the public broadcasting entity that includes WVIZ/PBS Channel 25, WCPN FM/90.3 and WCLV FM/104.9. Its purpose is to educate the community about the importance of investing in the first 2,000 days. You can access the series online at cleveland.com.

Important Role

they join the Union, have the right to vote in CTU general elections and enjoy other protections and benefits of Union membership. They are covered by the CMSD-CTU Collective Bargaining Agreement; Article 23 (Working Conditions for Special Groups — Certificated), Section 9, found on pages 100-101 of the CBA, defines the rights and working conditions of CMSD substitutes.

CMSD and CTU annually review the District's substitute manual, and present a one-day paid professional development session for all substitute teachers prior to the opening of the school year. At this session, both

District and Union representatives explain the information in the manual, and answer any questions.

Cheryl Neylon, CTU Sergeant-at-Arms, is the CTU's point person for substitute teachers. If substitutes have any questions, concerns, or union issues, they should contact her at the CTU office at 216-861-7676 ext. 264.

"Substitute teachers are essential and indispensable to an uninterrupted learning process," said Mrs. Neylon. "Like all members of our CTU bargaining unit, they provide important services to CMSD children. And the Union works hard to represent them, as it does all CTU members."

Check Clutter!!

Are You Missing Emails?

Be sure to check your CMSD email account to make sure you are not missing any emails! One of the new features of the email is Clutter. Some emails are automatically sent there if the system does not think that you need or read them. Check the Clutter (it is on the left between Inbox and Drafts).

Some users are missing emails that have been found, stored in Clutter. To prevent this from happening in the future, simply drag the desired email back into your inbox. This will train your mailbox to no longer place emails from that particular sender inside Clutter again.

How do you turn the Clutter feature off? You can turn Clutter off any time in Office 365. First, go to Settings > Options > Mail > Automatic processing > Clutter. Second, unselect separate items identified as Clutter, and then click Save.





SOLIDARITY



Annual Para Works

"Paraprofessionals: Leading the Way for Better Working Conditions and Collaborations" was the 2016 theme of the annual CTU Paraprofessional Leadership Workshop and Luncheon. About 150 paras and guests attended the event on Saturday, May 7, at the East Professional Development Center.

today, and the unique, important roles paraprofessionals have in education and in our unions. Mychele Taylor, Instructional Assistant in the Autism/MD Unit at Garrett Morgan High School, presented a "stress-free, creative thinking" Make It-Take It Workshop.

After the luncheon, recent para retirees were honored. Vera Trish Glover of the CTU retirees' affiliate, 279-R, encouraged them to remain life-long union members by joining 279-R.

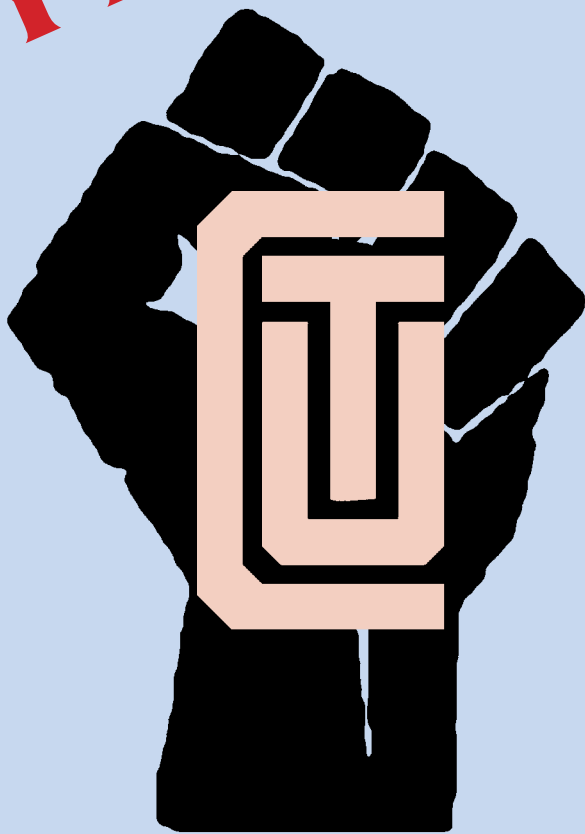
Special recognition was given to former Para Assistant Chapter Chairperson Sandra K. Bennett, who passed suddenly in January. Sandra Bennett had served the CTU and CMSD since 1971 in many capacities, retiring only last

Cherylane Jones-Williams, CTU Paraprofessional Chapter Chair, welcomed attendees. Melissa Cropper, OFT President and keynote speaker, talked about some of the problems facing public educators





SOLIDARITY FOREVER!



shop

November due to health issues. In her message, Mrs. Jones-Williams told about how she and Mrs. Bennett had struggled together over the past 20 years, as Chapter Chair and Assistant Chapter Chair, to achieve and implement many programs and benefits for CTU paraprofessionals.

In her honor, Mrs. Jones-Williams announced that the annual award for Outstanding CTU Paraprofessional would be renamed the Sandra Bennett Outstanding Paraprofessional Award. This year's recipient of the award was Joanne Qunnie, a member of the Paraprofessional

UCC and a paraprofessional at Mary Bethune School.

The workshop ended with the song "Solidarity Forever."



PARAPROFESSIONAL HIOPE

I wish for a teacher who will see me as a colleague with contributions to make.

I wish for a teacher who will see me as an assistant to all children, though with particular focus on a few.

I wish for a teacher who will ask for my ideas.

I wish for a teacher who will see me as a person, but feel free to guide me as a tool to benefit children.

I wish for a teacher who will challenge me to do my best.

I wish for a teacher in whom I can see a role model.

— Gary Bunch, York University



UNION NEWS

Supreme Court 4-4 Decision Protects Workers' Voices — For Now

In issuing a 4-4 opinion in *Friedrichs v. California Teachers Association*, the U.S. Supreme Court on March 29 rejected an attempt by wealthy special interests to restrict opportunities for America's teachers, firefighters, police officers, nurses, and others who provide vital services for our communities to have a voice at work and join together to build a better future for their families.

Since its initial filing in 2013, union supporters feared the case could deal a crippling blow to public-sector unions across the country. "The judgment is affirmed by an equally divided court," the justices wrote in a brief, unsigned ruling.

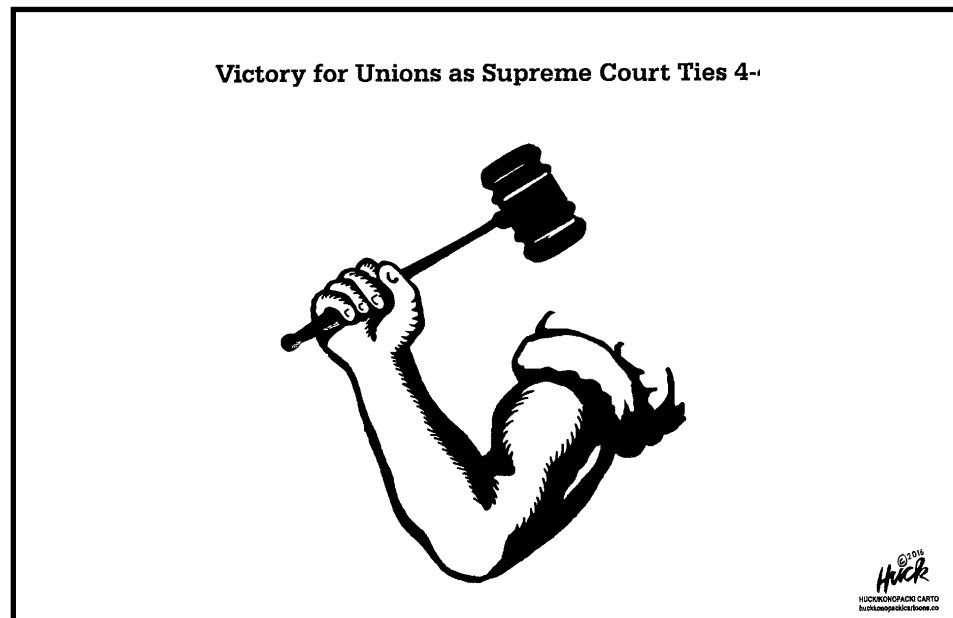
The suit was filed by Rebecca Friedrichs and nine other California teachers. They argued that the state's agency-fee (fair share) system violated their First Amendment rights by forcing them to subsidize "political activities they don't support." Agency fees or fair share fees are used to cover administrative costs paid by the union for collective bargaining activities that benefit all members; they prevent employees from benefitting from union representation without having to pay for it, or in other words, freeloading off the backs of dues-paying members.

The split vote left in place the 1977 decision, *Abood v. Detroit Board of Education*, that is the basis for public employee contracts and fair share fees.

"Millions of working people who understand the importance of their unions in bettering their lives and the well-being of their communities are breathing a sigh of relief," says AFT President Randi Weingarten. "Even so, we know this fight is far from over. Just as our opponents won't stop coming after us, we will continue full speed ahead in our effort to mobilize our members and their neighbors around a shared vision to reclaim the promise of America."

"While we wait for Senate Republicans to do their job and appoint a new justice to the court, we're working hard for the future we want to see — one with vibrant public education from pre-K through college; affordable, accessible healthcare; public services that support strong neighborhoods, and the right to organize and bargain for a fair wage and a voice on the job."

Regarding the decision, AFL-CIO President Richard Trumka stated, "Today, working people have perse-



vered in the face of another attack on our rights. All over the country, working people are showing that we won't allow wealthy special interests or their politicians to stand in our way and join collectively and make workplaces better all across America.

"In the face of these attacks, we are more committed than ever to ensuring that everyone has the right to speak up together for a better life."

Labor leaders warned, however, that this victory probably won't be the end of this case. Once the court is back to a full bench, the plaintiffs will likely ask for the case to be reheard.

Rich Kline, President of the Union Label & Service Trades Department,

said this decision only confirms the importance of the 2016 Presidential elections for the future of American unions. "The split decision in this unveiled attack on public unions by rightwing opponents to collective bargaining produced a stalemate which leaves those rights as they were," he said. "To maintain public employee bargaining rights, and to keep public unions strong, a progressive replacement for [the late Justice Antonin] Scalia is needed. Undoubtedly, the anti-union element will try again. To make the victory more secure, a more progressive Supreme Court is needed."

(Source: www.aft.org, www.unionlabel.org)

New Rule Requires Employers to Disclose Use of Anti-Union Consultants

A new Department of Labor (DOL) rule, set to go into effect July 1, 2016, will require employers to disclose their use of any consultant they hire to help persuade workers not to form or join a union.

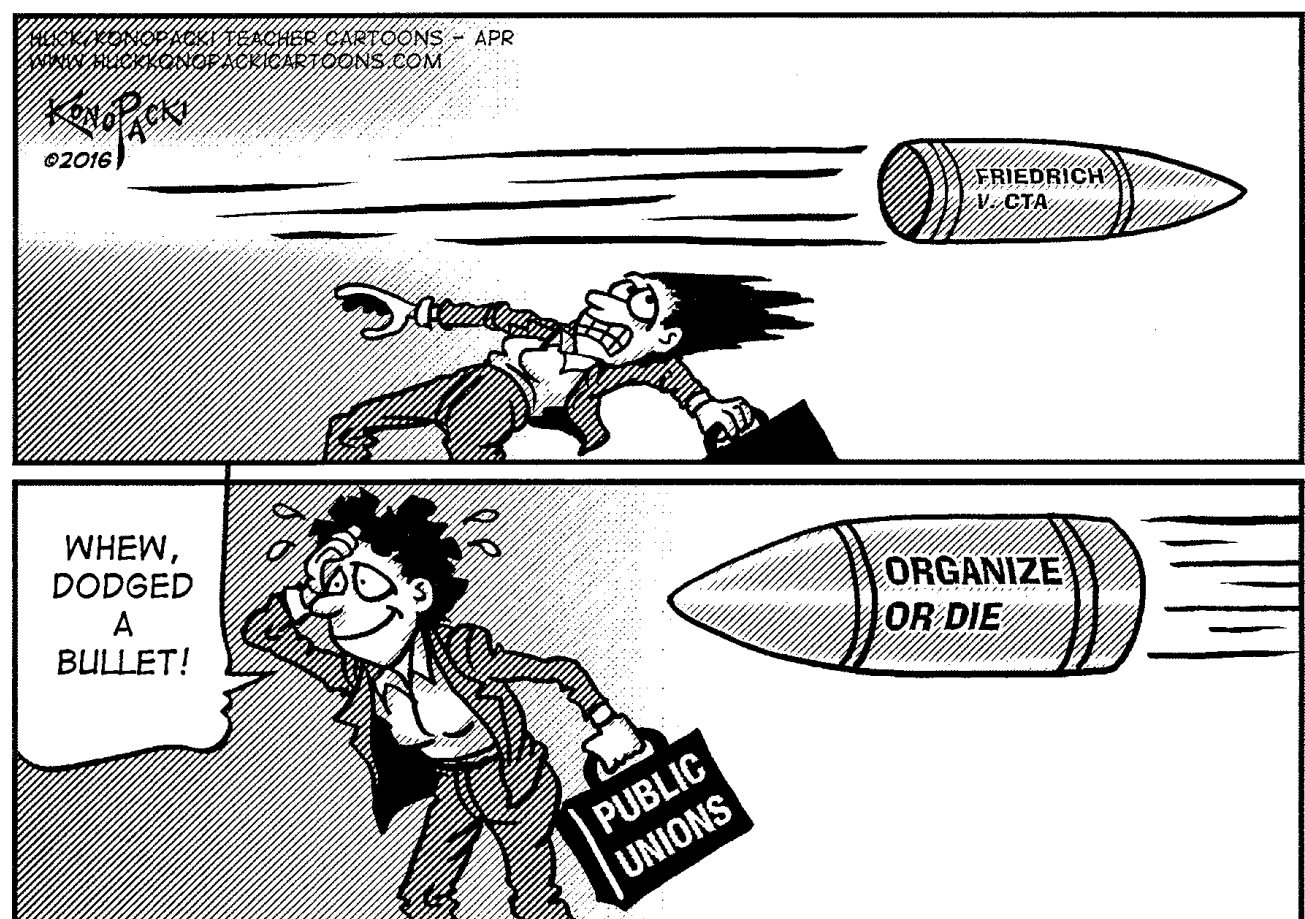
Called the "union persuader" rule, it requires employers to disclose in government filings any consultant they hire to develop plans or policies for supervisors involved in trying to dissuade workers from forming a union or bargaining collectively. Employers will also have to disclose the fees involved. The consultant(s) will have to disclose the fees and relationships with employers in their own filings with the government.

The new rule is an expansion of the 1959 law that originally required such disclosures. Previous administrations had allowed an enormous loophole: it exempted consultants who coached supervisors on how to influence employees against unions, as long as the consultants didn't directly interact with employees.

DOL Secretary Perez said the rule is about "restoring a measure of balance between labor and management." The use of anti-union consultants became widespread in the 1970s, and is now commonplace. Their techniques to discourage workers have become progressively more sophisticated, with some consultants now "scripting what managers and supervisors say to workers."

Labor unions must disclose spending related to workplace organizing campaigns. Employers will now be held to the same standard. "The deck has been stacked against employers for too long," said UL&STD President Rich Kline, "and this rule will help level the playing field."

(Source: www.unionlabel.org)



Mrs. Lederman, an 18-year veteran, is by all accounts an excellent teacher who was praised by her supervisors, including her district superintendent, who said she had a “flawless record.” Then, based on Value-Added Modeling, she received a 1/20 “ineffective” growth rating and score for her 2013-2014 evaluation.

So she sued the state. And she won.

Judge Rules NY Teacher Evaluation Method ‘Arbitrary’ and ‘Capricious’

Do you remember the recent lawsuit involving a 4th grade teacher in the Great Neck public school district, Sheri Lederman, who along with her husband, attorney Bruce Lederman, sued the state of New York over the state’s teacher evaluation system, which was based on student growth measures?

On May 10, New York Supreme Court Judge Roger McDonough ruled that Mrs. Lederman’s evaluation was “arbitrary” and “capricious,” and ordered it to be thrown out. In his decision, he said he could not rule beyond the individual case, because regulations around the evaluation system had been changed, but he said she had proved that the controversial method had provided her with an unfair evaluation. It is believed this is the first time [but hopefully not the last!] that a judge has made such a decision in a teacher evaluation case.

Mrs. Lederman, an 18-year veteran, is by all accounts an excellent teacher who was praised by her supervisors, including her district superintendent, who said she had a “flawless record.” Then, based on Value-Added Modeling, she received a 1/20 “ineffective” growth rating and score for her 2013-2014 evaluation.

So she sued the state. And she won.

Besides the judgment to set aside her “ineffective” growth rating and

score, she also wanted the judgment to declare that the state-endorsed, state-implemented evaluation method then in use was “arbitrary and capricious.” The court agreed, and defined “arbitrary and capricious” as actions “taken without sound basis in reason or regards to the facts.”

Her suit contended that the evaluation system unfairly penalized teachers whose students consistently scored well and could not demonstrate more growth, alleging that the NY State Growth Measures “actually punish excellence in education through a statistical black box which no rational educator or fact finder could see as fair, accurate or reliable.”

The Court based its conclusion on five points. They were: first, the convincing and detailed evidence of VAM (Value-Added Modeling) bias against teachers at both ends of the spectrum, those with high-performing students or those with low-performing students; second, the disproportionate effect of her small class size and relatively

large percentage of high-performing students; third, the functional inability of high-performing students to demonstrate growth akin to lower-performing students; fourth, the wholly unexplained swing in her growth score from one year to the next (from 14 to 1), despite the presence of statistically similar scoring students in both classes; and, fifth and most important, “the strict imposition of rating constraints in the form of a ‘bell curve’ that places teachers in four categories via pre-determined percentages regardless of whether the performance of students dramatically rose or dramatically fell from the previous year.”

Mr. Lederman, her husband and attorney, said the Court did not make an overall ruling about the evaluation system because new regulations were in effect (the state’s growth model is currently under review). However, he did state that the decision “should qualify as persuasive authority for other teachers challenging growth scores” throughout the country.

Valerie Strauss, writing for the Washington Post, explained New York’s VAM system: “Value-Added Modeling, or VAM, purports to be able to use student standardized test scores to determine the ‘value’ of a teacher while factoring out every other influence on a student (including, for example, hunger, sickness, and stress). One way it works is by predicting, through a complicated computer model, how students with similar characteristics are supposed to perform on the exams, and teachers are then evaluated on how well their students measure up to the theoretical students. New York is just one of the many states where VAM is a key component of teacher assessment. Evaluation experts have warned policymakers that this method is not reliable for evaluating teachers, but VAM became popular among school reformers as a ‘data-driven’ evaluation solution.”

The Ledermans used testimony and affidavits from many education experts, including Professors Linda Darling-Hammond, Aaron Pallas, Audrey Amrein-Beardsley, Sean Corcoran and Jesse Rothstein, and Drs. Carol Burris and Brad Lindell, to reject the fairness, reliability, and validity of VAM. The judge repeatedly said that Mrs. Lederman had a high burden of proof to meet in this case, but she met it.

Hopefully, this means the tide may have begun to turn against the excessive, destructive testing craze that began under No Child Left Behind — finally.



May 31 Deadline

Important Reminder to HealthSpan Members

A special Open Enrollment Period is being conducted for all CMSD employees who are currently enrolled in HealthSpan. The Open Enrollment period is May 2-31, 2016. Employees will be able to choose either Medical Mutual of Ohio (MMO) or Aetna to replace their HealthSpan health care coverage. The new plan will start on September 1, 2016.

MMO announced on March 1 that it was taking over HealthSpan, and that HealthSpan operations would cease on July 31, 2016. Employees currently enrolled in HealthSpan have a special Open Enrollment window — May 2-31, 2016 — to select a new health care provider, Medical Mutual of Ohio or Aetna, and the new plan will be effective on September 1, 2016.

Both MMO and Aetna have higher premiums than HealthSpan. This means health care costs will go up for these members effective September 1.

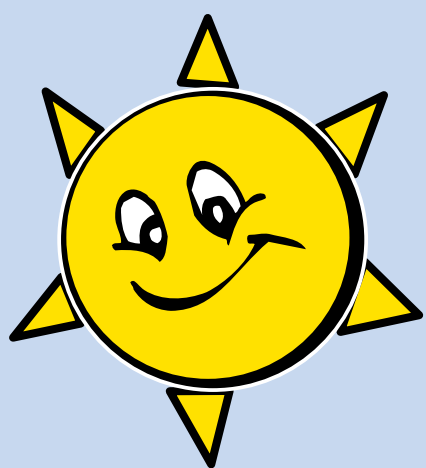
If an employee does not make a selection during the Open Enrollment period of May 2-31, they will automatically be enrolled in Aetna with the same coverage and change in premium costs.

2016-17 School Calendar Approved

The Cleveland Board of Education voted to approve the 2016-17 school year calendar at the April 19 Board Meeting. The calendar is posted on the CTU website at www.ctu-279.org.

Voluntary Professional Development for Paraprofessionals and Sign Language Interpreters (at traditional schools) will take place on August 9; the first day for certificated members (at traditional schools) is August 10.

The Board will vote on the 2017-18 school calendar at the May Board Meeting at Glenville High School.



It's Time for the CTU End-of-the-Year Party!

Cassandra Carter and the CTU Social Committee invite all CTU members to the annual End-of-the-Year Party on Thursday, May 26, from 3:00 p.m. to 7:00 p.m. at Jacobs Pavilion at Nautica on the west bank of the Flats.

Bring your CTU membership card for admission, and proudly wear a CTU shirt!



Which Way in 2016: Some Food for Thought

President Franklin D. Roosevelt was a bold, unapologetic liberal. To cut the 1930s joblessness and help deal with the Great Depression, he raised taxes on corporations and the richest Americans, and provided social safety nets for the poor and elderly, and created job programs for other Americans.

The results: decades of America being the preeminent global economic superpower, with widespread unionization, high taxes on wealth, and a productive, prosperous, expanding middle class.

Then beginning in the 1980s, America tried “trickle-down” economics, tax cuts for the wealthy and corporations, and cuts to social programs.

The results: decades of unprecedented levels of income inequality benefitting only the top 1%-2%, a decline in unionization, the shrinking of the middle class, and more Americans living in poverty.

“Government is not a business . . . and it cannot be run like one. The people of Flint got stuck on the losing end of decisions driven by spreadsheets instead of water quality and public health.”

— Dennis Schornack,
former senior advisor to
Michigan Gov. Rick Snyder
(2-22-16)

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MetroHealth, Lincoln-West

Partnership Benefits Students and Mentors

“The MetroHealth/Lincoln-West High School partnership began as an intentional effort to help rebuild our community,” said Myles Pettus, Training & Program Specialist in MetroHealth System’s Office of Inclusion and Diversity.

The two-year program is a volunteer effort between MetroHealth employees and Lincoln-West students and staff. “We wanted to give CMSD students in our area information on different career opportunities available in our system, and get them ready to join the workforce,” added Mr. Pettus. That includes resume writing, interviewing, internships, selecting a field of interest, and job shadowing.

Michelle Bennett is a Student Advisor at Cuyahoga Community College, a community partner with Lincoln-West. She helps to coordinate the program from the student side. In their first year of the program, she explained, 20 high school juniors participated in an exploratory format “to see what the workplace looks like after high school. In other words, what do these jobs really look like? Students see that it’s not all medical jobs at Metro. There are IT workers, social workers, technicians, and the whole business side of the hospital.”

In the summer between their junior and senior years, these students were able to participate in paid internships at Metro. Ms. Bennett helped coordinate the logistical part of this: arranging transportation, setting up student bank accounts for payroll, getting hospital photo IDs, and establishing communication networks. “There was a lot of behind-the-scenes work for the internships,” she said, but the students gained valuable real-world knowledge and experience. In their second year of the program, students did “shadowing” of specific jobs in the hospital.

“This program connected teaching and learning to meaningful experiences for our students,” said Lincoln-West Principal Dr. Irene Javier. She explained how difficult it is for some students to see beyond their neighbor-

hoods, “to leave their zip code,” and understand the opportunities that are available even in other neighborhoods of the city. “This partnership helps connect school learning to real careers and professions. They learn what it means to go to work each day, to do a job well, and to earn a paycheck. It helps prepare them for college and careers, by developing skills they’ll need when they leave high school.”

How did the program begin? The idea originated at a Friends of Lincoln-West community meeting, in an effort to help better prepare students for success. All participating hospital employees volunteer as mentors; they are not paid for their participation. The criteria for student participation was “written as we went along,” said Anne Marie Anderson, R.N. One of many MetroHealth mentors, she said it was “kind of an open-application process. We had staff come to Lincoln-West to speak to students eight times, and it filtered down to the students who were most interested in learning more about careers in the health care field.”

Ms. Anderson has 27 years at MetroHealth, and currently works as an infectious control nurse, with a history in trauma/critical care nursing. She grew up in Cleveland, one of seven children, and was happy to volunteer when she was asked if she would be willing to help mentor students.

“I try to expose the students to the many different career opportunities available here,” she explained. “Just in nursing, there is Lifeflight, Emergency Room, surgery, floor nurse, therapy, to name only a few. And there are many other non-medical careers too, such as secretaries and customer care. For students who want a medical career, there are lots of places to work in a hospital while going to college to get

their medical training.”

Ms. Anderson said the partnership has been enriching for both students and mentors. “It increased cultural awareness on both sides,” she explained, “and has develop a bond between students and mentors. We all grew from this experience.”

Students said the program helped them by giving them real work experience, opportunities to see many aspects of the hospital, and earn money too. For some, it helped them determine a career choice in the health care field — or change it. They saw many possible health care jobs besides just doctor or nurse.

What is the most important thing students learned from this program?

Bronz Jackson, who wanted to be a physical therapist, said, “This program taught me to think everything through thoroughly. While on a job, be on point and do everything to the best of your ability.”

Mariangely Velez said it helped her determine her career choice. After a

previous basketball injury, she went to physical therapy to recover. “Through the partnership, I had the opportunity to shadow a physical therapist, and see how it is done. My goal is to become a physical therapist.”

Jaslene Ortiz said her work in the Short Stay Unit inspired her career choice. “I saw a lot. It opened my eyes. I saw that it’s important to stay focused, and I was inspired to become a nurse, even though I didn’t know it was going to be this hard!”

“This partnership is a great example of a Cleveland institution — MetroHealth — and its employees giving back to the Cleveland community,” said CTU President David Quolke. “Their mentorship of CMSD students has provided valuable experiences for our students, and opened doors to more opportunities for them. Thank you to all those who have volunteered in this program, and to Dr. Akram Boutrous, MetroHealth System President and CEO, for his support of this worthwhile partnership.”



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"There is no need for a union. Management will fight for my best interests," said no sane person ever.

If unions aren't needed anymore, then why are corporations and the wealthiest few spending billions to try to destroy them?

The union movement has been the best middle-class job-creating program America ever had, and it doesn't cost the government a dime.

— Andy Stern

Which way is America headed in 2016?

The Ohio Educational Credit Union: YOUR Financial Institution

The Ohio Educational Credit Union (OHeCU) was incorporated in 1933 under its original name, The Cleveland Teachers Credit Union. Unlike most big banks, it is a not-for-profit financial cooperative. The credit union provides similar services as banks, but operates as a separate entity solely for the benefit of its member-owners. Unlike big banks, it is not there to make a profit for shareholders, but to serve

its members. It is a member-owned organization, and its members are the only shareholders. It is chartered by the state of Ohio and insured by American Share Insurance up to \$250,000 per account.

Unique Support for Striking Educators

In the long strikes of the late 1970s and early 1980, Cleveland educators

who were on strike were eligible for limited, no-interest loans provided by the American Federation of Teachers, CTU's national affiliate. The loans were administered and distributed by the credit union. To take advantage of the loans, a CTU member had to belong to the credit union.

If you are not currently a member of OHeCU, it could be in your best interests to join now. A representative from The Ohio Educational Credit Union has offered to visit any CMSD school buildings to take applications for membership before the end of the school year.

If you'd like to become a Member and save yourself a trip to one of the branches, contact Christin Barone at 216-621-6296 x 3075 to schedule an appointment. Appointments are available on a first-come, first-serve basis, and time is limited. If you'd prefer, you are always welcome to visit any of the credit union's branches to open up your membership as well. It is a simple process, and only requires a minimum deposit of \$5 to maintain an account.

Serving the Educational Community

Since its inception, the credit union has provided a diverse selection of quality financial services to its members, who were employees and family members of the Cleveland Public School System. It has grown to include members from a variety of organizations and diverse professions, with education still being the most significant.

OHeCU membership now includes students, alumni, employees and retirees from primary and secondary schools, universities, teaching hospitals, and public and private trade schools throughout Ohio. It also serves members from several community service organizations, home health care providers, day-care services, and arts organizations.

The credit union offers special services, rates, and promotions that can save you money, and it often beat the banks' and other financial institutions' offers. If you are not a member, this is a good time to join the credit union.

Drive today!

for as low as **2.48% APR**

Same LOW Rate
For New & Used Vehicle Purchases

Repayment
Terms of up to 72 Months

Finance
Up to 80% of Vehicle Purchase Price

Get Pre-qualified
Offer is Good for 30 Days

Refinance
Existing Vehicle Loans & Save⁵

It's so easy to apply

- At any branch office location
- By calling our 24/7 Member Services Center at 877-322-6328
- Online at www.ohecu.com

* Payment of \$174.00 on a \$25,000 loan amount for 72 months with an interest rate of 2.48% (Annual Percentage Rate 2.48%). The rate of 2.48% (Annual Percentage Rate 2.48%) is the best rate available only to OHeCU members with Year 10 credit, with a 20% down payment on the purchase price, with automated payment from an OHeCU account and first payment due in 30 days. If for any reason the automated payment from an OHeCU account is terminated either voluntarily or by OHeCU due to any account abuse, the interest rate on the loan will increase to 9.25% for the remainder of the loan, the monthly payment will remain the same and the term of the loan will automatically extend. Rates subject to change without notice. All loans subject to approval credit. Other competitive rates and terms available.

5 Applies to new or used (title) vehicle loans financed directly through any OHeCU office. This offer cannot be used in conjunction with existing OHeCU loans. It can be used to refinance a non-OHeCU vehicle loan. OHeCU subject to change without notice. All loans subject to approval credit and underwriting.

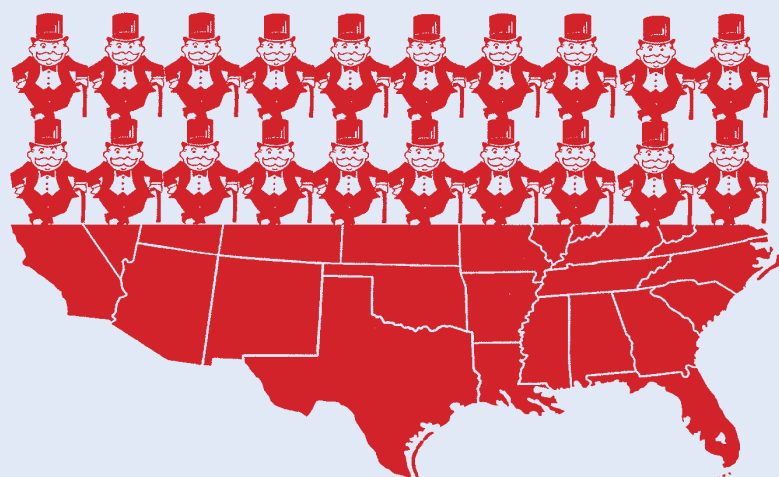
Building your financial future **OHeCU**

Member in Ohio

Member in U.S.

www.ohecu.com

The richest 20 Americans are as wealthy as half of the entire U.S. population combined



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THE PRESIDENT'S REPORT

BY DAVID J. QUOLKE

Solidarity!

■ continued from page 16

expressing how much she did not want to leave the school and explained the reason why she was leaving. Of

As a result of administrative actions, bargaining unit members feel among other things, disrespected as professionals, tyrannized by an unfair and inequitable evaluation system, and subjected to administrative decisions which sometimes have little, if anything, to do with improving their practice, much less the learning, growth, and welfare of students."

— Words of the Fact-Finder
in the May 6, 2016 Report



course, CMSD's Chief Legal Counsel Wayne Belock had to have the last word, and sent an unethical letter to the entire school staff berating the CTU member.

So what did another neutral third-party arbitrator have to say about this situation? He overturned the five-day suspension. He ruled that CMSD must send a letter to the Ohio Department of Education rescinding the letter they sent implying the Grievant's misconduct. He ordered a retraction of the letter that Belock sent to the Clark staff informing them that the suspension was reversed. However, the Arbitrator felt even this was not enough. He went further, just like the recent Fact Finder in articulating what our members are facing every day. Let me continue with the exact words of the Arbitrator in bold and my emphasis underlined. **"The letter from the District's Chief Legal Counsel [Wayne Belock], to clarify what the Grievant had written, on the other hand, was not only a disrespectful attempt to get the last word but a clear violation of the District's Code of Ethics."**

What would the District do if a teacher, paraprofessional, or related service provider was accused of violating the District's Code of Ethics? We all know, because they just did it to this member. The answer is a five-day suspension, a transfer, and a report to the employee's licensing agency (in this case ODE). What will the district do with Mr. Belock, who has clearly violated the District's Code of Ethics

of which as Chief Legal Counsel he is so knowledgeable? Will they take the same recommendation to the Board?

Two different neutral third-party arbitrators came down very hard on the District, and described very accurately what our members go through on a daily basis. I could stop here, but it doesn't end there. On May 6, CTU was again victorious in an arbitration case that involved CMSD unilaterally changing the interpretation of what is an assault, claiming it was within their management rights

and communicating that change to principals, who began denying assaults on CTU members that were clear assaults. Once again, CEO Gordon's Chief Legal Counsel Wayne Belock was at the center of this arbitration. In winning the assault award, CTU's legal counsel noted:

"On the merits, the Arbitrator determined that Wayne's (Belock) interpretation of 'serious physical, psychological and emotional harm' is **not how an ordinary person** would interpret those terms. According to the Arbitrator, an ordinary person would interpret the CBA's use of 'serious physical, psychological and emotional harm' to mean an injury that is more than 'minor' but less than 'severe' and 'debilitating.' The Arbitrator determined that Wayne's interpretation of 'serious' harm is how an ordinary person would define 'severe' harm. Further, the Arbitrator stated that it is generally improper to use definitions from the Ohio Revised Code and tort law to interpret words in a CBA unless the parties expressed the desire for those definitions to apply."

The Arbitrator also determined that Wayne's interpretation was unreasonable. **According to the Arbitrator, under Wayne Belock's interpretation, a student could punch a teacher in the face, leaving a bruise, and that action would not be considered a serious assault.** Further, the Arbitrator stated that it was unreasonable to incorporate the Ohio Revised Code and tort law definitions into Article 15 of the CBA because they serve fundamentally different purposes than Article 15 of the CBA. Additionally, the Arbitrator determined that Wayne could not unilaterally issue a new interpretation of "serious physical, psychological and emotional harm" after the parties have applied those terms the same way in hundreds of disciplinary actions throughout the years.

Finally, the Arbitrator rejected the District's claim that changing the interpretation was within its management rights. The Arbitrator pointed out the District does not have the right to unilaterally change

the interpretation of a contract provision when the language of that provision has not changed.

In his award, the Arbitrator ordered the District to remove Wayne's interpretation of the assault language. Additionally, the Arbitrator ordered the District to issue a retraction to all building principals and chapter chairs explaining that Wayne's interpretation no longer applies.

This case truly sheds light on how the District treats and has no respect for its workforce and educators. They testified in this arbitration that under their new definition of serious assault, **a student could punch a teacher in the face, leaving a bruise, and that action would not be considered a serious assault.**

The District's position throughout this arbitration was an insult to our members. And while the arbitrator's decision was a great victory for CTU, it's still a sad day when our employer, CMSD, views its work force in this way. I suspect if any central office administrator, any principal, any board members was assaulted, Wayne Belock would see it differently. I also

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The letter from the District's Chief Legal Counsel [Wayne Belock], to clarify what the Grievant had written, on the other hand, was not only a disrespectful attempt to get the last word but a clear violation of the District's Code of Ethics.

– Arbitrator



These negotiations are not about money. While CTU has an economic proposal on the table that is fair and brings our paraprofessionals a real living wage, these negotiations are about restoring professionalism, respect, and dignity for our members. These negotiations are about fixing a broken evaluation and compensation system. These negotiations are about the supports, resources, technology, and learning environments that Cleveland kids need and deserve. These negotiations are about living up to the promises made to the CTU, our schools, and the Cleveland community three years ago.

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suspect most of our parents and community members would be appalled at the position Eric Gordon and his team took in this case.

Yet again, another neutral third-party arbitrator ruling, all very critical of how this District treats their educators. But the District leadership continues to deny this is occurring. This is what CTU members have faced day in and day out for the past three years. This is why our members sent a resounding message in their vote of no confidence, their vote authorizing a strike, and their vote rejecting the Fact Finding report, so CTU can go back to the table and address these critical issues.



We know our Cleveland schools are improving. CMSD schools are good schools. The graduation rate is increasing. More students are leaving Cleveland schools with a diploma than ever before. And 100% of CMSD preschools rated by the state have received the highest rating possible — five stars — in the state-wide Step Up to Quality preschool evaluation system. Attendance is up. These improvements are not because of the Cleveland Plan. They are happening

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thanks to the CTU teachers, paraprofessionals, psychologists, nurses, speech therapists, OTs, PTs, and sign language interpreters who work in our schools with our students each and every day.

Improvements come when we do not have to deal with massive lay-offs, when class sizes are reduced, when kids have a full day of classes, when stability prevails, and when classrooms have the equipment and supplies they need. Improvement comes because of all the hard work our CTU members do each and every day.

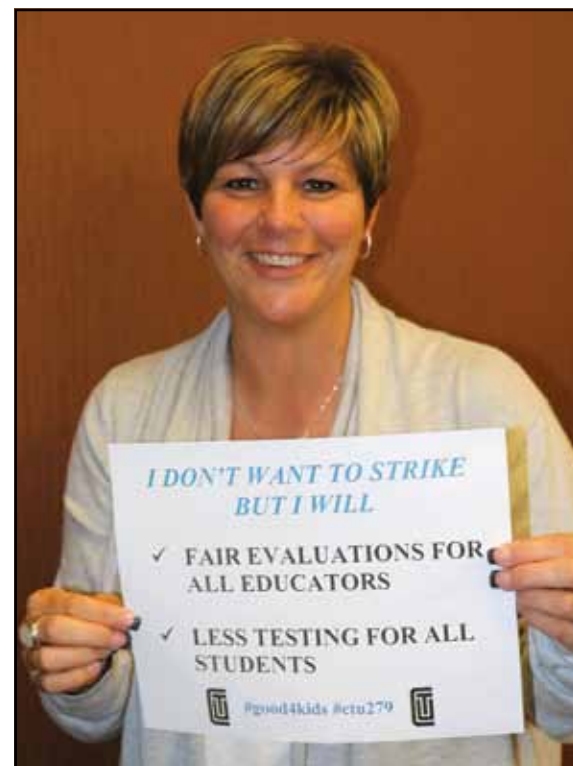
We all know the saying: parents and teachers want what students need. We know that. CMSD parents know that. We need to connect with our CMSD communities and parents throughout the summer. They need to hear our voices. The voices of our members who are on the front lines with Cleveland kids every day. This summer, CTU officers and members will be attending summer festivals and community events, and planning activities to make sure our voice is heard. We need your help and support and participation, whether that is at one of these events or in any community organization or church you are involved with. Your voice is powerful and you know the challenges our schools, children and educators face on a daily basis. I hope everyone will join in our Fight for Cleveland's Kids.

I wish everyone a safe and relaxing summer. I want to encourage everyone to join the CTU as we wrap up this school year at the Board of Education meeting on Tuesday, May 24, at Glenville High School, and at a Rally at the CMSD Offices, 1111

Superior Avenue, on Thursday, May 26 from 3:30-5:30 p.m.

Once again, thank you for your support and solidarity throughout the year. Stay strong!

In union,
David



THE PRESIDENT'S REPORT

BY DAVID J. QUOLKE

Solidarity!

As we come to a close on the 2015-16 school year, I cannot thank each and every CTU member enough for your constant show of solidarity throughout the school year. Whether it was the 97.3% vote of no confidence when CEO Gordon and his team walked out of negotiations, or the 3,800+ members who overwhelmingly voted to reject the Fact Finders Report and Authorize a Strike, YOUR VOICE — THE VOICE OF CTU MEMBERS — sent a strong and united message to the CEO and the Mayor. On behalf of our CTU Executive Board, I thank you for the incredible showing of solidarity. It will be critical to continue this solidarity throughout the end of the school year and the summer months.

While each year seems to present its own set of challenges, almost every member would agree that since our last collective bargaining agreement was ratified in May of 2013, the overall lack of respect our members encounter on a daily basis has led to perhaps the lowest educator morale the Cleveland Schools have seen in my 30+ years. From the endless parade of adults in our classroom disrupting the learning environment, rifling through desks, taking photos, having no respect for classroom integrity, or the retaliatory ways into which evaluations have evolved, CTU members have been subjected to intolerable, unprofessional working conditions. Worse yet, when these concerns were brought to the CEO's attention, through CTU petitions from individual schools or addressed in CTU negotiations proposals on classroom integrity, the District's arrogant response was, "That's not what are people are telling us."

That way of thinking reminds me of the Hans Christian Anderson children's story, "The Emperor's New Clothes." In that story, two weavers who are actually con-men promise the Emperor a new suit of clothes that is invisible to anyone who is stupid, incompetent, or unfit for their positions. The Emperor and his ministers can't

see the clothes, but they all pretend that they can for fear of appearing unfit. When the weavers claim that the suit is finished, they pretend to dress him. The Emperor holds a procession to show off his new clothes, with servants walking behind him, hands raised to hold his cape. All the townsfolk play along, afraid to appear stupid or unfit, and admire the new clothes.

Trust and collaboration between the parties, so essential for a healthy labor-management relationship, has been on a downward spiral and has now reached a new low.

— Words of the Fact-Finder in the May 6, 2016 Report

Finally a young boy yells out the truth: the Emperor has no clothes on! The Emperor suspects this is true, but still continues the silly procession. No matter how often our members or CTU officers try to tell Eric what is really happening in the schools, his administrators (con-men) keep telling him it's not true.

Perhaps the public will listen to what an independent arbitrator, someone who both the District and the CTU agreed to use, had to say. It's the same Fact Finder that the District and the CTU used three years ago. The May 6, 2016, Fact Finding report summed it up best: **"Trust and collaboration between the parties, so essential for a healthy labor-management relationship, has been on a downward spiral and has now reached a new low."**

And while that statement accurately summarizes the relationship of CTU and CMSD, the Fact Finder went even further: **"As a result of administrative actions, bargaining unit members feel among other things, disrespected as professionals, tyrannized by an unfair and inequitable evaluation system, and subjected to administrative decisions which sometimes have little, if anything, to do with improving their practice, much less**

the learning, growth, and welfare of students." While the District went to great lengths to pathetically try and discredit the Fact Finder in their annotated response to her report, the overwhelming CTU vote totals in the CEO's No Confidence vote and the Strike Authorization vote, both 97.3% of our members, simply affirmed what the Fact Finder reported.

The Fact Finder's report raised many concerns on how the district is currently operating. Most of this is not news to CTU members. Three years after agreeing to a Differentiated Compensation System in which all CTU members must be on the system, the CFO and the District have yet to place 25% of our members. It took CTU and our AFT experts only two hours to place those members on the system. That is surely a sign of a dysfunctional district. The Fact Finder

also points out how grievances have skyrocketed, leading to low morale across the district. Yet in attempting to discredit the Fact Finder, the District responded that grievances have decreased in three years from over 1,000 to "only" 369. That is nothing to be proud of! In fact, I suspect no other district in Ohio comes even remotely close to our grievance numbers. In fact, that number is something their Legal Department should be trying to hide, not glorify!

The fact that CMSD called out the Fact Finder on her professionalism and somehow made it seem the District acted professionally, and is committed to fix grievances, pretty much defines most of the 2015-16 SY. So let me just refresh everyone's memory on a couple of the recent, more outrageous anti-educator actions of the District.

At the end of March, I updated everyone on a significant arbitration that we won pertaining to a story by Carl Monday in 2014 that appeared on WOIO, questioning the use



of funds from a Target grant to take students to Puerto Rico. (You can read the details on the CTU website in my Quolke's Corner.) The short story is that the District launched an investigation (witch hunt) to find out who gave this information to Carl Monday. The District's legal staff conducting the investigation, Vickie Brian, found no evidence to support the sole allegation that the Grievant disclosed confidential student information as charged. However, Ms. Brian recommended a five-day suspension, based upon the alleged conduct that the Grievant was never actually charged with! Without the member even getting a hearing, CEO Gordon upheld the five-day suspension. Then the Board of Education, after listening to the teacher in Executive Session, did their usual rubber stamping and approved the five-day suspension.

Of course, they weren't content with only a suspension, so the overpaid CMSD Legal Department also contacted the Ohio Department of Education, Office of Educator Conduct. **Yes, they went after the teacher's license.** Not only that, after being special transferred out of her building after working there for 19 years, the member sent an email to her colleagues

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