



Cleveland Metro BOE
AFT 279

09-MED-04-0521
K26777
STATE EMPLOYMENT
RELATIONS BOARD 0473-01

ARTICLE 10
SCHOOL ORGANIZATION AND TEACHING ASSIGNMENTS

Section 3. Special Education Assignments.

- A. Ohio law requires that all Special Education class assignments shall maintain intervention specialist and related services personnel/pupil teacher/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"). State mandated standards. The current Operating State Standards available in each building and on-line are as follows:

Disability Category Assigned	Maximum Number to be Served by School Level (Case Load)		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 Disabilities	16	24	12	16	60 months
Specific Learning Disabilities	16	24	12	12	60 months
Hearing Impaired, Visually Impaired, Orthopedic Impaired, Other Health Impaired	10	10	8	8	48 months
Emotionally Disturbed	12	12	10	10	48 months
Multiple Disabilities	8	8	8	8	60 months
Autistic, Deaf Blind, Traumatic Brain Injury	6	6	6	6	60 months
Cross Categorical	12*	16*	12*	16*	<u>60 months</u>

**Adapted from the Ohio Department of Education*

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

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

If these standards are exceeded, the teacher or the CTU will have the right to grieve the situation directly to the CEO. If the situation is not remedied within twenty (20) working days after being brought to the CEO's attention, the CTU may take the matter directly to expedited arbitration. If the State of Ohio adopts legislation or regulations which mandate changes in the design of Special Education programs relating to the number of identified students receiving instructional services at any one time by the teacher, the parties shall reopen good faith negotiations regarding the impact on terms and conditions of employment. If the administration in a building cannot meet the limits set forth above in one or more classrooms or units, the Principal shall submit the data to the appropriate Regional Superintendent who will attempt to solve the problem by ADM-1 week. If a teacher is assigned students beyond the limits set forth above, one or more of the following options will be utilized:

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 special education teacher **intervention specialist** or **qualified long term** substitute to create a new class;
3. **The district may enact a special transfer of a qualified intervention specialist from another building because of enrollment changes after October 1st, provided the special transfer does not result in a caseload overage.**

If the administration is still unable to meet the instructional and/or enrollment case load limits after a good faith effort to implement options 1 and 2 through 3 above, the District shall pay the affected ~~teacher~~ intervention specialist 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 set forth in Article 10, Section 3(A); or
\$1.00 per student, per period, for special education students over the instructional maximum as set forth in Article 10, Section 3 (A).

If the CTU believes the District has not made a good faith effort to implement options 1 and 2 through 3 above at any time, the CTU shall have the right to grieve the situation directly to the CEO or designee. If the situation is not remedied within twenty (20) working days after being brought to the CEO's attention, the CTU may take the matter directly to the expedited arbitration in accordance with the procedures set forth in Article 6, Section 5(C) of this Agreement and the AAA (or ~~other~~ similar organization) rules governing expedited arbitration.

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(I)) 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.

B. Paraprofessionals

1. ~~Within budgetary constraints~~ Paraprofessionals shall be assigned to assist Special Education classes as determined by the Special Education Division in accordance with the service provider ratios (3301-51-09(I)) and the students' Individual Educational Plans (IEPs).
2. 30 minutes of release time per occurrence shall be given to a paraprofessional 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 acts as a substitute for an absent paraprofessional. The 30 minutes of non-cumulative release time shall occur:
 - after the student instructional day;
 - after all students for whom the paraprofessional has responsibility have left the building premises;

- prior to the paraprofessional'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.

C. Children who are determined to be eligible for Special Education services under applicable law and Ohio Standards for Special Education and Ohio Model Policies and Procedures for the Education of Children with Disabilities the Operating Standards shall be mainstreamed into regular education classes served in the Least Restrictive Environment and in accordance with their IEP. These students shall be scheduled in such a manner as to preclude more than twenty-five percent (25%) of their class being assigned to a given regular class during any single instructional period as defined in the remainder of this paragraph. Assignment of all special education students to music, art, physical education, media and other ESP teachers shall be in accordance with their IEP.

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

For the purpose of mainstreaming in grades K-8, the regular education teacher shall not be required to accept more than 3 special education students during one instructional period with his/her regularly scheduled class unless he/she volunteers to do so. For the purpose of mainstreaming in grades 9-12, the regular education teacher shall not be required to accept more than 4 special education students during one instructional period with his/her regularly scheduled class unless he/she volunteers to do so.

The regular education teacher shall have the opportunity to participate in the development of the Special Education student's IEP and shall have access to all information pertaining to the student's present level of educational functioning. If a receiving teacher finds that a child with a disability is unable to function adequately in a regular setting, he/she may request a re-evaluation of the IEP.

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

each additional student. In grades 4-12, when the District's scheduling decision results in more than five (5) special education students scheduled in the regular education classroom, including ESP, then the CTU member shall be compensated at the rate of \$1.00 per student per period per day for each additional student. Nothing in this section shall interfere with the implementation of the least restrictive environment and continuum of service options required by federal and state regulations.

~~D. In compliance with federal laws, assistance will be given by the administration to classroom teachers in developing IEPs for students with disabilities being educated within the regular classroom. The school district will continue the current practice of providing for one day one substitute teacher for every two K-12 special education teachers who are the primary persons responsible for coordinating the development of IEPs on their caseload.~~

Every intervention specialist will be given one additional planning period per month, September through May, for the purpose of IEP development and caseload management. Schools will determine the process for providing this additional planning period through written mutual agreement between the UCC and building principal. Absent a written mutual agreement at the building level, a process will be determined by the appropriate 3rd Vice President of the CTU and the appropriate Academic Superintendent of the District.

~~E. In-service courses shall continue to be offered to regular classroom teachers (and, as needed, to other non-Special Education teachers) as needed. for any CTU bargaining member upon recommendation of JSEC to the Professional Development committee. Upon teacher request, additional resources will be made available.~~

~~F. Assignment of high incidence special education students to music, art, physical education, media and other ESP teachers shall be accomplished by pairing the high incidence students, e.g., LD, CD, CC, from one special education class with the students from one regular education class. These paired classes will then be split with up to half being assigned for instruction to one specialist and the other half to another specialist during the same class period. Pairings of classes at the elementary level will involve combinations of primary (grades preK-3) regular grades with primary (grades preK-3) special education self-contained classes and intermediate (grades 4-8) regular grades with intermediate (grades 4-8) special education self-contained classes.~~

A regular education teacher shall be required to participate in the development of the Special Education student's IEP and shall have access to all information pertaining to the student's present level of educational functioning (3301-51-07(I)(1) (b)), (K)(4)(a), (L)(1)(c) and (2)(c); (3301-51-09 (G)(3)(b)).

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

G. Special Education Placement- Procedures for providing Special Education Services

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

When inclusion (the part or full-time education of disabled students on IEPs within the regular classroom for the primary purpose of social/emotional development with age appropriate peers and modification of academic instruction according to the IEP)

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

The Joint Special Education Committee will develop a list of best practices for students being serviced in an inclusive setting.

5. *(MOVED FROM OLD K)* Every special education teacher **Intervention Specialist** will maintain a separate **case load** student roster **in the current Student Information System (SIS)** ~~and determine and record student progress on the Standard Based Report Card (SBRC) reporting system.~~ **and will report progress on IEP goals/objectives for students on his/her caseload as required by the Operating Standards. Grades for courses in which these students are enrolled will be assigned by the subject area Highly Qualified Teacher (HQT) on the current report card system.**
6. *(MOVED FROM OLD H. 2.)* Only the IEP Team may make decisions about ~~where~~ **how** a Special Education child will be served **consistent with the requirement that all students be served in the Least Restrictive Environment (LRE).** The IEP team will consist of the individuals required by ~~state law~~ **the Operating Standards** including ~~regular education inclusion teachers, as available.~~ **the parents of a child; not less than one regular education teacher of the child; not less than one intervention specialist of the child; a representative of the school district, and others as appropriate (3301-51-07 (I)).** All such ~~services~~ placements shall be on an individualized basis according to the IEP.
7. *(MOVED FROM OLD H. 4.)* The IEP conference and regular report card conferences will be the joint responsibility of the regular education **teacher,** and Special

~~Education staff~~ Intervention Specialist and related services providers who service the student.

H. ~~Inclusion.~~ *(Inclusion language is now incorporated into G and H).* Joint Special Education Committee (JSEC).

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

1. Review Recommending the use of flow-thru expenditures and that may assist in and determining annual funding priorities for flow-thru monies, if requested; ~~The District shall make available a monthly accounting of flow-thru expenditure in Special Education.~~
2. Review ~~Division of Special Education recommendations regarding programs, policies, and procedures pertaining to Ohio Model Policies & Procedures and Ohio Department of Education State Rules for Special Education.~~ Recommending, and assisting with the implementation of and compliance with adopted board policies and with strategies that will foster collaboration between regular education and special education personnel for the purpose of improving the educational and support services provided to the school district's special education students;
3. Review ~~strategies that will foster collaboration between regular education and special education personnel for the purpose of improving the educational and support services provided to the school district's students.~~ Making recommendations to the CEO and CTU President or their appropriate designees on issues relevant to Special Education.
4. Recommend the creation of subcommittees to assist with the development of Special Education policies pertaining to the Ohio Department of Education State Standards. Recommending specific areas and topics for professional development.
5. ~~Make recommendations to the CEO and CTU President on issues relevant to Special Education.~~ Discussing current service delivery concerns and its impact on district needs.
6. Developing a list of best practices for students being serviced in an inclusive setting.

7. Making recommendations to the CTU President or designee and to the CEO or designee for a decision as a result of monitoring the implementation of newly agreed upon special education contract language.

The JSEC shall meet regularly but not less than once per month. The JSEC will develop its own agenda. The meetings shall be co-chaired by representatives of the Union and the District. ~~The issues of class size and IEP's are recommended to the JSEC. Computerization of IEP forms and release time for preparing and articulating IEPs shall be remanded to the Joint Special Education Committee. The JSEC will establish a sub-committee to examine the potential computerization of the IEP forms. JSEC will oversee any pilot program relative to computerization.~~

- I. ~~Joint Special Education Committee (JSEC) (JSEC language is now in H.)~~
(OLD H.3.) **Appropriate** building and individual training **regarding compliance with the Operating Standards** should **will** be available on a voluntary basis **required for all** to the CTU bargaining unit members **serving students with IEPs**, of the special-needs student during the school day. Any such training that has been approved in advance by the Division of Special Education or recommended by the Joint Special Education Committee and approved by the CEO **or designee and the CTU President or designee**, which occurs outside the school day or school year, will be reimbursed at the in-service rate of the appropriate bargaining unit member.

~~J. **Evaluation and Placement**. Students who have been identified by the classroom teacher as needing additional support services shall be evaluated within sixty (60) calendar days of the initial application given to the Principal by the teacher. Once the child has received the evaluation and placement has been recommended, the placement shall take place within forty-five (45) calendar days of outcome notification, except where the student must be placed outside the District to receive her/his services.~~

~~K. Every special education teacher will maintain a separate student roster(s) and determine and record student progress on the Standard Based Report Card (SBRC) reporting system.~~

Special Education Language (con't)
ARTICLE 13

Section 2. Duplicating Facilities.

A. Duplicating facilities shall be made available to teachers in all buildings. Duplicating materials are to be limited to school activities. A typewriter, word processor, or its equivalent shall be made available for each thirty (30) classroom teachers. Caseload managers will have access to a working computer and printer for the purpose of IEP development and caseload management. The location of equipment will be determined by the Principal and the UCC.

B. Each school shall have a functioning photocopier provided by the District, in a location designated by the Principal and the UCC. Teachers will have independent use of the copier for student instructional purposes. The Principal and the UCC will develop guidelines in a written mutual agreement for the use of the copier including the allocation and distribution of paper.

C. The CTU Chapter Chairperson will have reasonable use of the photocopier and appropriate supplies.

ARTICLE 23

Section 23. Differential Positions

c. The responsibilities of the Special Education Liaison shall be:

- i) ~~maintain ongoing contact and communication with regular education teachers receiving mainstream or included special education children;~~ attend District-wide special education meetings and communicate regularly with appropriate building staff to disseminate relevant information about special education;
- ii) attend meetings with the appropriate Special Education Supervisor, Principal, and Core Team Leaders, Subject Area Specialists as needed;
- iii) ~~coordinate testing and IEP conferences for Special Education students;~~ assist the testing coordinator on coordinating state and District-wide testing accommodations for Special Education students;
- iv) assist teachers intervention specialists in the development of IEPs as requested by the building administrator; and review all before submission; and,
- v) maintain an inventory of Special Education supplies and materials, and develop procedures for distribution, collection, storage, and replacement of same.

ARTICLE 24

WORKING CONDITIONS FOR SPECIAL GROUPS

B. When paraprofessionals are employed under a federal or state program, the job responsibilities shall be defined as in the program guidelines.

Paraprofessionals shall be subject to a sixty (60) day probationary employment period beginning with their initial date of employment. Immediately prior to an instructional assistant's initial assignment or when there is a change in assignment of disability category (i.e. move from MH to ED or OH), the instructional assistant will job shadow for two days with an instructional assistant who is assigned to a 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. Paraprofessionals may be dismissed at any time during their probationary period and such dismissal shall not be subject to evaluation procedures. Any such dismissal shall not be appealable or subject to the grievance procedure.

New I: 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 voluntary, necessary and special transfer rights as teachers, recognizing that special transfers shall be effected only after a conference among the paraprofessional, the principal, the assistant superintendent, the President of the CTU or his/her designee and the Executive Director of Special Education (if applicable).

APPENDIX A

Team Leaders, Special Education Liaison, ESP Liaison,
Subject Area Specialist, in K-8 Schools.

K-8 School		SAS
**Enrollment	0-300	1,090
	301-600	2,117
	601-900	3,170
	900+	4,223
**Regular Enrollment		

K-8 School		SEL
**Enrollment	0-50	1,090
	51-100	2,117
	101-200	3,170
	<u>201+</u>	<u>4,223</u>
**Special Education Enrollment		

Although not included in this document, excerpts from Ohio Operating Standards will be included in the Appendix of the CBA.

ARTICLE 5

ACADEMIC ACHIEVEMENT PLANS

Section 1. Academic Achievement Plan (AAP).

- A. The Academic Achievement Plan (AAP) provides each school with a roadmap to student achievement and success. Its ultimate purpose is to be the school's driving force to reach or exceed clearly defined academic goals.
- B. The AAP may not conflict with any language in the collective bargaining agreement except as provided in J below.
- C. All Academic Achievement Plans (AAPs) approved prior to the 2007/08 school year are null and void as of the last day of the 2006/07 school year.
- D. The Core Planning Team will develop, if necessary, or review and modify/revise the AAP annually. The Core Planning Team shall consist of: building Principal (no designee), the CTU Chapter Chairperson (no designee), a parent of a child attending the school, and three to five classroom teachers. The Core Planning Team may invite additional individuals to support and assist the Team.
- E. The Core Planning Team shall be determined by the following methods:
 1. CTU members shall be elected biannually beginning with an election being held in the Spring of 2007.
 2. Parent will be selected by the SPO.
 3. Core Planning Team members who are bargaining unit members will be compensated at the negotiated inservice instructor rate as set forth in Appendix A, up to five hours in the spring and up to three hours in the fall. This payment shall be provided to the eligible bargaining unit members following District approval of the building's academic achievement plan in the fall.
- F. The AAP will be written by the Core Planning Team on a template developed and approved by a joint CMSD/CTU committee. The template shall include each school's academic goals related goals, e.g., attendance and customer service, and a budget page including estimated allocation.
- G. Time Line. ~~The time line for the 2007/09 AAP: the Core Planning Team presents the AAP to the bargaining unit members by May 15th; voting must be completed no later than May 23rd. AAPs must be submitted to the CAO no later than May 24th.~~
 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 May 15th. Voting must be completed no later than May 23rd. AAP's must be submitted to the CAO no later than 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 by September 15th. Voting must be completed no later than September 23rd. AAP's must be submitted to the CAO no later than September 24th.

- H. Building level **approval of the AAP both the Spring draft AAP and the final draft AAP** shall be by seventy percent (70%) of the bargaining unit members voting. The Each election will be by secret ballot conducted by the UCC.
- I. **District Approval.** ~~The Core Planning Team will forward the building level approved AAP to the CMSD Chief Academic Officer. The Chief Academic Officer will review and approve or reject, as a whole, the AAP. If rejected, the AAP, with written reasons for rejection, will be returned by the Chief Academic Officer 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 the last working day in May. There shall be no more than two votes on the AAP modifications/revisions per calendar year.~~
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 the last Bargaining Unit Member working day in June.**
 2. **District approval Time Line for final draft AAP: the Core Planning Team will forward the building level approved final draft AAP to the CMSD Chief Academic Officer (CAO). The CAO will review and approve or reject, as a whole, the final draft AAP. If rejected, the AAP, with written reasons for rejection, will be returned by the CAO to the school's Core Planning Team for review and revision. The President of the CTU will also be notified in writing of any rejected AAP and reasons for rejection. All school's Core Planning Teams and the CTU President will be notified of approval or rejection no later than September 30th.**
 3. **Excluding the initial vote for the Spring draft and the initial vote for the final draft, there shall be no more than two (2) votes on the AAP modification/revisions per calendar year.**
 4. **In the event a school fails to approve an AAP, or further, if a school fails to present a revised AAP that is satisfactory to the CAO, then the CAO and the President of the CTU will meet with the staff. 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, the the CAO and CTU President shall mutually agree upon an AAP to be implemented at the school.**
- J. If the submitted AAP requests any modifications in the CTU/CMSD Agreement or CMSD policies, procedures, or guidelines, this AAP must be presented to and approved by the President of the CTU and the CMSD CEO.

- ~~K. Notification. Each Core Planning Team will be notified by the Chief Academic Officer of the status of its AAP by the first day of the 2007/08 school year. Copies will be sent to the Principal and Chapter Chairperson.~~
- L. The AAP timeline for submission, approval, and notification will be reviewed for possible modification for the 2008/09 school year and beyond and may be modified by mutual agreement of the CTU President and CEO.
- M. The AAP may define the extent and nature of supplemental professional development to be provided to school employees and may require attendance at such professional development.

Article 9 Section 7. Notification of School Emergency Closing

Any decision to close the schools shall be made by the administration and communicated as soon as possible through the public news media. Bargaining unit members shall not be required to be present at school and shall suffer no loss of pay as the result of a school emergency closing. Principals shall be notified directly of any emergency closing and will establish suitable procedures for the notification of staff.

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

ARTICLE 10 SCHOOL ORGANIZATION AND TEACHING ASSIGNMENTS

Section 1. Class Size and Organization

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

1. Grades K-3. ~~In order to assist in achieving the CMSD/CTU joint goal of eliminating the "gap" in academic achievement as measured by average levels of achievement in CMSD and the State of Ohio, the class size limit in grades K-3 shall be twenty (20) to one (1). (See Appendix O) If a teacher's class exceeds this limit, another teacher will be assigned to the grade. If the CTU believes the District has not made a good faith effort to assign an additional teacher, the CTU shall have the right to grieve the situation directly to the CEO or designee. If the situation is not remedied within twenty (20) working days after being brought to the CEO's attention, the CTU may take the matter directly to expedited arbitration in accordance with the procedures set forth in Article 6, Section 5(C) of this Agreement and the AAA (or other similar organization) rules governing expedited arbitration.~~ K-3 classrooms will be staffed using a cluster approach in which the total number of students enrolled in grades K-3 in an individual school building is divided by 20 for the purposes of assigning teacher allocations. When the resulting pupil-teacher ratio is 0.50 or higher, an additional teacher allocation shall be added. When the resulting pupil-teacher ratio is 0.49 or lower, no additional teacher allocation shall be added. In the event an individual teacher's classroom exceeds 20 students, that teacher shall receive overage payment of \$5.00 per student per day for each student above 20.

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

1. Grades K-3. ~~In order to assist in achieving the CMSD/CTU joint goal of eliminating the "gap" in academic achievement as measured by average levels of achievement in CMSD and the State of Ohio, the class size limit in grades K-3 shall be twenty (20) to one (1). (See Appendix O) If a teacher's class exceeds this limit, another teacher will be assigned to the grade. If the CTU believes the District has not made a good faith effort to assign an additional teacher, the CTU shall have the right to grieve the situation directly to the CEO or designee. If the situation is not remedied within twenty (20) working days after being brought to the CEO's attention, the CTU may take the matter directly to expedited arbitration in accordance with the procedures set forth in Article 6, Section 5(C) of this Agreement and the AAA (or other similar organization) rules governing expedited arbitration.~~ K-3 classrooms will be staffed using a cluster approach in which the total number of students enrolled in grades K-3 in an individual school building is divided by 20 for the purposes of assigning teacher allocations. When the resulting pupil-teacher ratio is 0.50 or higher, an additional teacher allocation shall be added. When the resulting pupil-teacher ratio is 0.49 or lower, no additional teacher allocation shall be added. In the event an individual teacher's classroom exceeds 20 students, that teacher shall receive overage payment of \$5.00 per student per day for each student above 20.

**ARTICLE 15
POLICY AND PROCEDURES GOVERNING
STUDENT DISCIPLINE AND MISCONDUCT**

(NOTE: The only changes to Article 15 are in Section 27. Sections 1-26 & 28 remain current contract language)

Section 27. In-School Alternatives/Suspension Intervention Program.

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

Every school shall have ~~an In-school Alternatives/Suspension Intervention Program classroom. a Planning Center~~. Residential and alternative education programs shall not qualify ~~for an In-school Alternatives/Suspension Intervention Program classroom. a Planning Center~~. Unless agreed to by CMSD and CTU, school buildings that hold more than one educational program or small-school will receive only one ~~In-school Alternatives/Suspension Intervention Program classroom. Planning Center~~. Each ~~In-school Alternatives/Suspension Intervention Program classroom. Planning Center~~ will be staffed by ~~an instructional aide (Alternative to Suspension Program-ATSP) a Planning Center Instructional Aides Assistant (PCIA).~~

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

~~The CTU and CMSD will develop, prior to April 15, 2007, the criteria for student assignment to an in-school suspension room, the instructional content of the program, and the number of times a student can be assigned to the room during one school year.~~

Professional Development will be provided for PCIA's during the first two days of school with students. The PC will be operational beginning with the first full week of school, defined as the first week where school is open for student instruction Monday through Friday of that week.

The ~~in-school suspension instructional aide~~ PCIA positions will be posted and interviewed. ~~Instructional aides~~ PCIA's in these positions will be provided with professional development on the program's procedures and instructional content. ~~prior to the first day of classes.~~

New: Add PCIA classification and delete ATSP in the salary schedule on p. 178.

ARTICLE 18
Section 1 – 4 (and new Section 5)

ARTICLE 18
TEACHER TRANSFER POLICIES AND PROCEDURES

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

Section 1. Necessary Transfers.

A. Defined. Necessary transfers are transfers initiated by the administration after notice and discussion with the Union because of:

1. Enrollment changes;
2. Opening or closing positions or programs;
3. Staffing new buildings;
- ~~4. Compliance with court-ordered desegregation.~~

B. Necessary Transfer Procedure.

1. When a transfer is necessary, the teacher shall be consulted and then notified in writing no less than five (5) working days before the effective date of the transfer. If the teacher makes a written request to return to his/her previous worksite, ~~he/she shall have the first right to return during the year of the original transfer or the following year, if the conditions which caused the transfer change enough to warrant a return.~~ those teachers who are necessary transfers will maintain a right to return for two years. After the first day of the second marking period, if a position opens that has a Right to Return, the Right to Return will be honored for the following school year. The district will assign a substitute teacher or hire a teacher for the open position during the remainder of that school year. If a new hire is placed in the position, he/she will have a right to the position for the remainder of the school year only. The teacher with a Right to Return will then have the right to the position the following school year if the position is still part of the building's staff allocation and he/she wishes to return. If the teacher with the Right to Return chooses to return, the new hire in that position will become a necessary transfer.

2. The responsibility for assignment of teachers rests with the CEO. ~~Necessary transfers shall have precedence over all other requests.~~ If school closing(s) precipitate necessary transfers of more than seventy-five (75) teachers, then necessary transfers shall have precedence over all other requests.

3. ~~Persons identified to be transferred for the purpose of desegregation shall be given evidence in writing as to why and how they were chosen under the court order. Written notification of said transfer~~

~~will be made before the actual transfer is implemented, unless court mandates or conditions beyond the control of the District and administration dictate the transfer be made prior to written notification. If the person to be transferred can produce evidence that the reasons given for the transfer are invalid, a grievance may be filed.~~

3 4. There shall be no necessary transfers due to enrollment after October 1st. The District may enact a special transfer of a qualified intervention specialist from another building because of enrollment changes after October 1st, provided the special transfer does not result in a caseload overage, except in cases where there are new programs which begin during the school year or positions which cannot be filled by posting procedures. In such cases, there shall be at least thirty (30) working days notice and consultation.

4 5. A conference will be held wherein the teachers will select in order of seniority from available positions. Human Resources will extend all due courtesy to the teacher and make every effort to accommodate his/her requests.

~~6. Teachers transferred for purpose of staff integration will have available to them a workshop on Intergroup Relations.~~

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

C. Determining Seniority for Necessary Transfers. Seniority in necessary transfers of teachers shall be determined by system seniority only, using the tie-breaker system listed under Article 17, Section 4, if necessary.

Substitute teachers who are assigned as full-time teachers shall earn system seniority on the basis of one (1) year credit for each one hundred and twenty (120) days of service within a school year.

D. Application of the Seniority System in Necessary Transfers.

1. Secondary schools (middle and high schools) will apply the seniority system in necessary transfers on a departmental basis.

2. Elementary schools and K-8 schools will apply the seniority system in necessary transfers on a school basis, except in Kindergarten, Child Development, Special

Education and the Special Subject (ESP) Areas. 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, the seniority

system in necessary transfers will be applied

on a departmental basis. In an effort to offer a variety of educational opportunities, in the Special Subject (ESP) areas, the seniority system in necessary transfers will be applied by certification/licensure. Refer to Article 10 Section 1 (P)(2)(h).

- a. Seniority of teachers in the schools involved shall take precedence in assignment.
- b. The CTU will meet with the central office administration to determine specific procedures in the reassignment of staff. The procedures shall include meetings of involved faculties to explain the transfer procedures.

E. Exemptions to Necessary Transfers. The following will be exempt from necessary transfers:

1. The CTU Chapter Chairperson;
2. Two (2) secondary school teachers identified by position only determined by the Principal of each secondary school after notice and consultation with the building's UCC. In schools with more than 600 students and less than 900 students, three (3) teachers identified by position only may be selected, and in schools with more than 900 students, four (4) teachers identified by position only may be selected. Such selection shall be made from the following list in a written mutual agreement by the first of March or there shall be no exemptions for the following school year except that of the CTU

Chapter Chairperson:

- a. One or more head coaches in any sport in Senior High;
- b. Department Heads;
- c. Athletic Director in Senior High;
- d. Dramatics Director in Senior High;
- e. Newspaper Advisor in Senior High;
- f. Student Council Advisor in Senior High;
- g. Any special exemption agreed to by written mutual agreement of the Principal and the UCC. If agreement on such a special exemption cannot be reached, there will be no such special exemption.

~~F. If a person is transferred, then effective on the first day of the second grading period, this person carries with him/her all system seniority accumulated to that time.~~ (Note: This language was moved to Section 5 Transfer Protocol)

Section 2. Transfer & Relocation ~~Death Benefits.~~

A. Teachers being transferred from one building to another during the school year through necessary, voluntary or special transfer: ~~The District~~

will set aside \$25,000 as a pool of money each school year to fund substitutes for teachers involuntarily transferred after the start of the school year. Up to the limits of the funding, each teacher involuntarily transferred:

1. shall receive one (1) day (with no pupils) to pack up in their old assignment, and
2. shall receive one (1) day (with no pupils) in the new building in order to become organized.

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

If there are any funds left at the end of the school year from this pool of money, the beneficiaries of employees who have died the previous year and had accumulated sick days are entitled to severance pay as if they had retired. If insufficient funds remain to fully pay each beneficiary, each shall share a proportionate amount based on the relative sizes of the severance pay.

Section 3. Special Transfers.

- A. Special transfers are transfers requested by either **teachers, Bargaining Unit Members** or administrators for the purpose of promoting the best interest of the District.
- B. Special transfers shall be effected only after a conference among **the teacher Bargaining Unit Member, the Principal, the Regional Academic Superintendent, the President of the CTU or his/her designee**

Section 4. Voluntary Transfers.

A. Voluntary transfers are transfers initiated at the request of the teacher. ~~for reason of:~~

1. ~~Health;~~
2. ~~Professional adjustment;~~
3. ~~Opportunity for broadening experience;~~
4. ~~Personal reasons.~~

~~B. Teachers will be afforded the opportunity to indicate their willingness to accept a transfer for the purpose of desegregation. These teachers will be transferred before any other teachers are reassigned, insofar as the transfers meet the specifications of the court order.~~

~~C. A request for voluntary transfer shall be made in writing, to the appropriate supervisor or organization, on a form provided by Human Resources. Voluntary transfers shall be requested by April 1 of the school year, unless unusual conditions present themselves. The Principal shall be informed concerning the request for transfer by the personnel supervisor. Request for transfer may be withdrawn upon written notification by July 1. All requests for transfers expire at the conclusion of the following semester of the ensuing school~~

year. Refiling of expired requests will be necessary if further consideration is desired.

~~D. Each month from April 1 through November 1, a list of anticipated open positions shall be sent to each building, to the CTU office and shall be posted outside Human Resources. This list shall show the positions and buildings wherein vacancies exist. A teacher desiring a transfer to such a position shall apply in writing for an interview with the Principal of said building. An interview will be held. Any positions not filled, for the ensuing school year, will be filled by Human Resources.~~

B. The process for Voluntary Transfers shall be as follows:

1. The Voluntary Transfer period will begin and end with dates mutually agreed upon by the District and the CTU. These dates will be selected by May 1 of each year.
2. The District will determine preliminary teacher allocations based on projected student enrollment prior to the Voluntary Transfer Process. Final teacher allocations based on student enrollment will be made in the month of September.
3. A Voluntary Transfer Fair will be held in spring prior to the end of the school year, or another date mutually agreed to by the District and the CTU. At the Voluntary Transfer Fair Personnel Selection Teams, as defined in Article 12, Section 1(B), from each building will interview teachers that have been selected by the Personnel Selection Team via an "Interest to Interview Form" jointly developed by the CMSD and CTU representatives. Positions interviewed for will be based upon identified open positions. The final determination of teachers chosen to fill the identified open positions will be based solely on the selection of those teachers by the Personnel Selection Team regardless of seniority.
4. If the Voluntary Transfer Fair is not held prior to the end of the school year, the District and the CTU may agree to open the Voluntary Transfer process prior to the Fair.
5. Any teachers interested in interviewing for an open position must submit to the desired building(s) his/her "Interest to Interview Form". Personnel Selection Committees will determine the interested employees to be interviewed. Neither an interview nor a position is guaranteed.
6. On the day of the Voluntary Transfer Fair, if there is an open time slot, teachers may request an interview with the Personnel Selection Committee.
7. At the Voluntary Transfer Fair, following the interviews, teachers wishing to voluntarily transfer will complete a form listing the building assignments they will accept in order of preference. This form will be turned into the registration table prior to leaving the Voluntary Transfer Fair. Also, the Personnel Selection Committee, prior to leaving the Voluntary Transfer Fair, will turn in their school's teacher selection form.

8. On the dates prior to or following the Voluntary Transfer Fair, teachers themselves must make interview arrangements by submitting an "Interest to Interview Form" to the desired building(s) principal. Individual buildings will hold interviews, with the Personnel Selection Committee, on dates and times that have been mutually agreed upon by the Administrator and Chapter Chair.
9. Individual building administrators must notify Human Resources of other open positions filled via email.
10. Teachers are permitted to make only one Voluntary Transfer move during this period.
11. Bargaining Unit Members will not receive compensation as an interviewer or interviewee at the Voluntary Transfer Fair.
12. 12 – 14 have been moved to Section 5, 2-4 below.

Section 5. Transfer Protocol

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

[All other sections move down]

EMPLOYEE BENEFITS

Section 1 Eligibility.

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

A. All certificated bargaining unit members employed prior to December 31, 1996, who work between 19 and 30 hours per week will be eligible for health insurance (including prescription drug) coverage (and are eligible for dental and vision care benefits) on the same terms as full-time employees. Certificated employees hired after January 1, 1997, who work 19 hours or more per week, shall also be eligible for health insurance (including prescription drug) coverage on the same terms as full-time employees.

B. Non certificated CTU bargaining unit members who work between 19 and 30 hours per week are eligible for health insurance (including prescription drug) coverage on the same terms and conditions as full-time employees.

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

D. Substitute Health Care Benefits. A substitute will be eligible to purchase health care benefits from the District after five (5) consecutive days in the same assignment. After 60 consecutive days in the same assignment he/she is entitled to full employee benefits. For health care purposes the substitute is eligible to enroll for health care benefits on the sixty-first (61) day in the assignment. He or she must enroll within thirty (30) days of becoming eligible for health care. Coverage is effective on the first of

the month following the thirty (30) day enrollment period. A substitute may obtain health care coverage over the summer by assuming the cost of such coverage at the District's COBRA rate (Article 23, Section 10).

E. Working Spouse Insurance Coverage

1. Effective January 1, 2011 and except as provided in Section 7 below, if a bargaining unit member enrolls his/her spouse in the District's health insurance program and that spouse is eligible to participate (either as a current employee or retiree) in group health insurance sponsored by his/her employer or retirement plan, the bargaining unit member shall pay a contribution of \$50.00 per month in addition to the employee monthly contribution for family coverage set forth in Section 2, below .

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

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

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

4. Any bargaining unit member whose spouse becomes eligible for any employer/retirement plan sponsored group health insurance coverage after the open enrollment period shall notify the District within thirty (30) days.

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

6. Any spouse who fails to enroll in any group health insurance coverage sponsored by his/her employer or retirement plan provider (unless the bargaining unit member enrolls the spouse in the District's plan and pays the \$50.00 monthly contribution as set forth above), as otherwise required by this section, shall be ineligible for benefits under the group health care/prescription drug insurance coverage sponsored by the District.

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

Section 2 Medical Insurance.

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

Employees who enroll in either single or family coverage will pay the following monthly employee contributions effective August 1, 2010:

	<u>Single</u>	<u>Family</u>
<u>Aetna</u>	<u>40</u>	<u>75</u>
<u>Kaiser</u>	<u>40</u>	<u>75</u>
<u>MMO Super Med Plus PPO</u>	<u>40</u>	<u>75</u>
<u>MMO Super Med Select POS</u>	<u>40</u>	<u>75</u>

All employee contributions are made by payroll deduction.

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

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

Women's Health

1. Mammogram

2. Pap Test

3. Bone mineral density test (age 60 and over)

4. HPV (ages 11-26)

Men's Health

1. Prostate Specific Antigen and digital rectal exam

2. Abdominal Aortic Aneurysm (age 65 and over)

General

1. Fecal occult blood test (annual)

2. Flexible Sigmoidoscopy (every 5 years)

3. Colonoscopy (every ten years)

4. Diabetes Fasting glucose (sugar)

5. Cholesterol (every 5 years)

2. Modification to Kaiser coverage only:

a. Modify existing generic/brand coverage from \$5/\$5 retail/mail to \$5/\$10 retail and \$5/\$10 mail for 90 day supply.

b. Increase Emergency Room copayment from \$20 to \$50.

c. Increase Urgent Care copayment from \$0 to \$25.

3. Modification of all healthcare providers coverages:

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

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

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

C. Self-Insurance. The District may explore and implement self-insurance for any or all components of its health insurance program including medical, prescription, dental, and vision, provided (a) the level of benefits and services set forth in this agreement or any extensions thereof and the respective Certificates of Coverage are equal to or better than those in effect on **September 1, 2010** ; (b) the disruption analysis of the non-Kaiser network of providers and facilities is less than ten percent; (c) the self-insurance network will include both the University Hospitals Health System 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.

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 shall receive

two semi-annual payments of \$125.00, payable in April and October. Any employee who has opted-out and has any change in spousal coverage may be eligible to re-enroll within the current year of employment provided that the employee returns a pro rata share of the payments received pursuant to this Section.

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

F. Hard Audit. During the open enrollment period, 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 it not limited to, birth certificates, custody decrees, marriage licenses, working spousal coverage, and/or verification of student status.

Section 3 Prescription Drug Plan (Appendix T.)

Section 4 Shared Savings.

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

Section 5. Vision Care

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

Section 6. Dental Plan (Appendix T.)

Section 7. Blood-Borne Pathogen.

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

Section 8. 125 Plan

A. The District shall continue to provide a “Cafeteria Plan”. The existing Plan shall remain in effect through December 31, 2010. Effective January 1, 2011, that Cafeteria Plan will be expanded to: (a) allow employees who make employee contributions for health care coverage to elect to do on a pre-tax basis, (b) allow employees to elect to receive additional cash in lieu of Board paid health care coverage (as set forth herein), and (c) allow employees to elect to participate in the dependent care and medical care flexible spending accounts (“FSAs”) described in paragraph C. below.

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

Cafeteria Plan will be provided on an annual basis at the time of enrollment and will also be available through the Human Relations Department.

C. Under the Cafeteria Plan, each employee will be allowed to make a pre-tax "salary reduction" election up to the maximum amount allowable under IRC Section 129 (currently \$5000 per year), and receive a corresponding credit under a child care/dependent care FSA. Under the dependent care FSA, reimbursement may be received for dependent care expenses described in IRC Section 129.

D. In addition, each bargaining unit member will be allowed to make a separate pre-tax "salary reduction" election up to a maximum amount of \$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 employer.

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

F. Employees may also elect (on forms prescribed by the District) to pay up to \$50,000 worth of life insurance per year with before-tax dollars through the District's Cafeteria Plan, consistent with applicable federal law.

Section 9. Life Insurance

The District shall underwrite the cost of a Ten Thousand Dollar (\$10,000.00) Group Life Insurance Policy for all regular employees. The District also will provide employees with the option of purchasing life insurance through payroll deduction **up to the limits of the policies in effect, but not less than \$150,000.**

Section 10 Extended Coverage

A. **Automatic Summer Coverage.** Both hospitalization/**prescription drug** and group life insurance protection will be extended into the summer months for covered persons employed in positions which are normally school year active only. This includes personnel as defined in Section 548 of the Administrative Code.

This extended coverage will terminate effective **September 1,** should the employee fail to return to active payroll status at that time. Any payroll deductions being made for **health care/prescription drug** and/or group life insurance will be effected on a monthly basis during the school year with a triple deduction being made in June to cover the summer months.

B. **Inactive Payroll Status.** **Health care/prescription drug and life insurance coverage** may be continued for any employee who becomes payroll inactive (such as resignation or leave of absence) as follows:

1. In order to continue **health care/prescription drug insurance,** the inactive employee will have to pay directly to the **District** the bill that will be received from **the District or its designee .**
2. In order to continue life insurance coverage the inactive employee must contact the insurance company and **arrange for direct billing** within thirty-one (31) days from the last day of active payroll status.

C. Resignation and Retirement.

1. Bargaining unit members who resign after June 15th will continue to receive District-paid health care/prescription drug insurance through August 31 (subject to the conditions set forth in Section 2 herein),
2. Bargaining unit members who retire as of July 1st, will continue to receive paid health care/prescription drug insurance through August 31 (subject to the conditions set forth in Section 2 herein).

Section 11 STRS Payments

The District agrees to pay the employee's share of the payment to the State Teacher's Retirement System (STRS) in accordance with Ohio Attorney General's Opinion 82-097. The District shall offer the option to purchase STRS/SERS credit through tax-deferred payroll deductions.

Section 12. Joint Effort for Improvement.

A. The District and the CTU shall work jointly to gain legislation to improve retirement benefits, improve employee benefits, increase state aid, and extend employee benefits to retired teachers.

B. It is hereby agreed that the District and the CTU shall jointly explore, and encourage the receipt of, new sources of District revenue. This will be accomplished through the auspices of the conceptually agreed upon "Joint Committee on Lobbying," and with the inclusion of other interested parties (e.g., members of other employee groups, including CCAS, parent representatives, District representative, and business/community representatives).

C. A Health Care Subcommittee shall be established with up to five members appointed by the CEO and up to five members appointed by the CTU President. Additional representatives may be invited to attend by agreement of the management and Union representatives. The Subcommittee shall review and make recommendations to the CEO and the CTU President regarding any terms and conditions set forth in this Article, including, without limitation: (1) mandatory re-enrollment; (2) selection of a Pharmacy Benefit Manager and review of that vendor's performance; (3) modifications to any portion of this Article that will enhance benefits and/or control costs. Changes could include increased use of mail order prescriptions, drug deductibles, and such other modifications as the Subcommittee may want to consider; and (4) such other matters as the Subcommittee may elect to explore.

Should the Subcommittee propose or recommend a change in any benefit level set forth in this article, the change requires the approval of the CEO and the CTU President.

Section 13 Legal Defense

The District will continue to comply with Ohio Revised Code Chapter 2744.

Section 14. Certification/Licensure Funding

The District will offer a certification/licensure program as a pilot program. Up to fifty (50) bargaining unit members who decide to seek certification/licensure in a "high need" subject area, as defined by written mutual agreement of the District and the CTU, (e.g., Special Education, science, mathematics and bilingual education) are eligible for the District's certification/licensure program in any given school year. This program provides funding for the cost of obtaining the certification/licensure up to a maximum of

five thousand dollars (\$5,000) per employee. To be eligible, the employee must be continuously employed by the District while seeking the certification/licensure and continue in employment for five (5) years after becoming certified/licensed. In addition, if a position within the “high need” area becomes vacant and is offered to the bargaining unit member, she/he must accept the position.

The interested employee may apply for assistance in securing the certification/licensure in the high-need area with the District’s Professional Development office by filing a Professional Development Plan outlining the proposed course of study to obtain the certification/licensure, including a proposed timeline for completion. If accepted, the employee will be provided funding, up to one thousand two hundred and fifty dollars (\$1,250) (less any applicable taxes) for each quarter of the certification/licensure program. Should the bargaining unit member not continue to progress toward completion of the program leading to the additional certification/licensure, or should the bargaining unit member leave employment with the District less than 5 years after receiving the additional certification/licensure, the teacher will be obligated to repay all monies received, either through a deduction from his/her paycheck(s) or other legal means.

Section 15. Mileage

All bargaining members who are required to travel on school business (excluding travel to and from home) as part of their job responsibilities will receive the Internal Revenue Service mileage rate in effect **at the time of travel.** Bargaining unit members who choose to accept a second District position (for example, regular classroom teachers

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

Section 16. Parking Expenses

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

ARTICLE 31
NEGOTIATION, SEVERABILITY AND DURATION
JULY 5, 2010-#2

Section 1. Negotiations

A. This Agreement shall be effective from July 1, 2010 through June 30, 2013, except as provided below, and except as otherwise provided in Article 29 (Employee Benefits).

B. ~~Negotiations with the CTU shall have the right to reopen negotiations for salaries only shall automatically reopen upon the availability of new monies in excess of Five~~ **One Million Dollars from sources where such funds are not earmarked and not restricted or directed to be used for specific purposes, but, rather, may be used for compensation of bargaining unit members. In such case, the Parties shall immediately commence negotiations and the impasse procedure in this Article shall apply, and the Parties shall negotiate as provided in Section F, infra.** The District shall immediately inform the CTU in writing if such new monies become available. **Nothing in this paragraph shall limit the right of the District to re-open under paragraphs C. and D., infra.**

C. If the Board projects a deficit in general fund monies of more than ~~Five~~ **Thirty** Million Dollars as of June 30, 2012, the District may re-open this Agreement only with respect to Article 9, Section 2 (Professional Development/Longer Year), **Article 10, Section 1 (Class Size and Organization-only as to the \$1/\$5 compensation and not class size)**, Article 29 (Employee Benefits), and Article 30 (Matters Relating to Wages and Benefits) by notifying the CTU President no later than January 15, 2011. In such case, the Parties shall immediately commence negotiations and the impasse procedure in this Article shall apply, and the Parties shall negotiate as provided in Section F, **infra.**

D. If the Board projects a deficit in general fund monies of more than ~~Five~~ **Thirty** Million Dollars as of June 30, 2013, the District may re-open this Agreement only with respect to Article 9, Section 2 (Professional Development/Longer Year), **Article 10, Section 1 (Class Size and Organization-only as to the \$1/\$5 compensation and not class size)**, Article 29 (Employee Benefits), and Article 30 (Matters Relating to Wages and Benefits) by notifying the CTU President no later than January 15, 2012. In such case, the Parties shall immediately commence negotiations and the impasse procedure in this Article shall apply, and the Parties shall negotiate as provided in Section F, **infra.**

E. The District shall make available to the CTU upon its reasonable request, any and all available information, statistics and records relevant to negotiations or necessary for the implementation of the terms of this Agreement.

F. **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-finder's report **must** ~~may not be submitted to the Parties~~ **no later than after the third Monday in May or earlier than the last Friday in August 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.

G. In the event that negotiations between the District and the CTU reaches a point of impasse, federal mediation process shall be made no later than fifteen (15) calendar days prior to the expiration of the Agreement.

TA
C. Danielson 7/5/10
D. [Signature] 7/5/10

DRAFT MEMORANDUM OF UNDERSTANDING

Teacher Development and Evaluation Model

The District, (CMSD) and the Union, (CTU) agree that an effective Teacher Development and Evaluation System (TDES) must encompass teacher performance, growth, and development and enhance student learning. This can only occur in an atmosphere of trust that promotes collaborative dialogue and enhanced professional practice of all educators in our schools and district. Charlotte Danielson states,

"An effective system of teacher evaluation accomplishes two things: it ensures quality teaching and it promotes professional learning. The quality of teaching is the single most important determinant of student learning; a school district's system of teacher evaluation is the method by which it ensures that teaching is of high quality. Therefore, the system developed for teacher evaluation must have certain characteristics: it must be rigorous, valid, reliable, and defensible, and must be grounded in a research-based and accepted definition of good teaching. The *Framework for Teaching* provides such a foundation. In addition, however, the procedures used in teacher evaluation can be used to promote professional learning. When teachers engage in self-assessment, reflection on practice, and professional conversation, they become more thoughtful and analytic about their work, and are in a position to improve their teaching. Evaluators can contribute to teachers' professional learning through the use of in-depth reflective questions. By shifting the focus of evaluation from "inspection" to "collaborative reflection" educators can ensure the maximum benefit from the evaluation activities." (Danielson, 2010)

CMSD and CTU agree to commit the necessary time and resources to ensure the successful design and implementation of the TDES. CMSD and CTU with the support of the American Federation of Teachers, (AFT), other external experts and researchers will develop a continuous model for teacher development and evaluation.

This new model of teacher development and evaluation will include multiple measures of teacher performance and student learning. Mutually agreed upon

consultant(s), along with support and guidance of the American Federation of Teachers (AFT), the Ohio Department of Education (ODE), other school districts, and other organizations knowledgeable about teacher evaluation processes, will facilitate this work.

A joint steering committee comprised of five (5) CMSD and five (5) CTU members will be formed to create the Teacher Development & Evaluation System (TDES). Of these ten (10) members, at least one (1) District and at least one (1) CTU member shall be selected from the PEAC/PAR Governing Board. The steering committee will be led and co-chaired by one (1) representative each appointed by the CEO of CMSD and President of CTU and will provide oversight of all planning and development of the new evaluation system. The PEAC/PAR Governing Board will be the committee responsible for overseeing the implementation of and the evaluation of piloting and field testing of the TDES and will report evaluation findings and recommendations to the joint steering committee. The TDES will be developed by practicing stakeholders (teachers and building administrators), facilitated by co-chairs selected from the joint steering committee. To be included in this work will be extensive ongoing training and professional development that will support the TDES.

The newly developed TDES will be constructed around the following principles:

1. Current research and existing models of teacher development and evaluation will guide the development of an evaluation process that is viable, meaningful, and fair.
2. Improvement in student learning will play an important role in the evaluation of teachers.
3. Teaching and learning will be assessed through a variety of measures including, but not limited to, the inclusion of: *evidence of instructional quality* (formal/announced and informal/unannounced classroom observations/visitations, teacher artifacts, use of data to plan instruction, etc.); *evidence of professional practice* (content area knowledge, professional development and growth, parent communication, teacher self-reflection, etc.); and, *evidence of student learning* (artifacts of student learning, valid and reliable measures of student growth, etc).

4. A peer assistance and review process will both support teacher development and evaluate teacher effectiveness.
5. Implementation of extensive and ongoing professional development, including Train the Trainer, Learning Networks, and other best practices for adult learning, that supports the guiding principles and comprehensive understanding of the TDES for all professional stakeholders.
6. The evaluation process shall incorporate the statutory and regulatory requirements and competitive priorities of the U.S. Department of Education and of the Ohio Department of Education.

The Evaluation Steering Committee shall develop an implementation timeline that, at a minimum, meets the following standards:

1. Identification of a minimum of ten (10) schools for participation in field testing and piloting of the proposed evaluation model during the 2010-11 school year. The ten (10) schools shall include the four (4) School Improvement Grant (SIG) Tier I Schools identified as "Refocus Schools" in the District's Academic Transformation Plan and in which the federal Transformation Model is being implemented, and six (6) schools representing two (2) schools identified in each of the three remaining categories of the Academic Transformation Plan ("Growth Schools", "Repurpose Schools", and "Monitor Schools"). The ten pilot schools shall represent a cross section of geographic and academic neighborhoods, grade spans, and both schools with written MOUs and those operating under the existing CBA. Pilot schools (other than the Tier I SIG schools identified above) will be selected through an "opt-in" process in which schools can volunteer for participation through a 75% majority vote of the teachers. Should the "opt-in" process fail to recruit a sufficient number of schools from which the Joint Steering Committee can select, the committee shall be responsible for identifying this cross section of schools, subject to the mutual agreement of the CEO and the CTU President.
2. Designing, field testing, revising, and no-fault piloting the components of the TDES, including the certification/training of the evaluators, in the identified pilot schools will occur during the spring of the 2010-11 school year.
3. Piloting and refining the fully constructed TDES in the identified pilot schools during the 2011-12 school year. An additional cohort of a

minimum of ten (10) and a maximum of twenty (20) schools selected in the manner described in (1) above will be added to the pilot. All teachers hired in the 2011-12 school year shall be assigned a PAR mentor and shall be evaluated using the fully constructed TDES as well.

4. During the 2011-12 school year, the protocols for staff readiness will be developed, including the professional development and training for full implementation of the TDES in the 2012-13 school year.
5. Monitoring the implementation of the full TDES in every school building in the 2012-13 school year.
6. There will be a staggered implementation of the evaluation system for all other certificated/licensed personnel beginning with the 2011-12 school year.

The consultant(s) shall provide the CEO and the CTU President with quarterly progress reports outlining progress against the Joint Steering Committee's implementation timeline. In the event that the Joint Steering Committee is unable to meet the goals and objectives as outlined in the agreed upon timeline, the consultant(s) shall report: the progress made by the Joint Steering Committee; the barriers encountered that prevented the Joint Steering Committee from meeting the stated objectives; and, the consultant's recommended solutions to those barriers. The CEO and CTU President will then jointly evaluate and select the appropriate solution from those recommended for implementation by the Joint Steering Committee.

Current contract language regarding teacher evaluation as outlined in Article 8 and Appendix M of the Collective Bargaining Agreement will remain in effect for schools not participating in the piloting and excluding entry year teachers as described above during the phased in implementation of the TDES. Such language will be completely phased out at the conclusion of the 2011-12 school year in favor of newly agreed upon language that accurately reflects the newly developed TDES for implementation prior to the beginning of the 2012-13 school year.

JOINT TRANSFORMATION IMPLEMENTATION COMMITTEE

The district and the CTU shall establish a Joint Transformation Implementation Committee to address implementation issues regarding the Transformation Plan. The committee will be comprised of five (5) representatives of the District appointed by the CEO and five (5) representatives of the CTU appointed by the President of the CTU. This Committee will serve to work collaboratively to aid in the implementation of the Transformation Plan. The specific tasks of the Transformation Committee will be assigned by the CEO and CTU President as defined in the Labor Management Committee. This Committee's duties may include, but are not limited to:

- Understanding and communicating the repurposing proposals
- Developing timelines for transformation for each category of school
- Assignment of adults
- Exploring alternative placement program models
- Exploring fit of career-technical education
- Interconnectivity of Transformation Plan with *Race to the Top (RttT)*, *Investing in Innovation (I3)*, *School Improvement Grant (SIG)* and other state/federal grant programs

ACADEMIC PROGRESS TEAM

Each school will establish an Academic Progress Team (APT). Members of this Team will be mutually selected by the Principal and Building Chairperson. This team shall consist of the Principal, Building Chairperson, three (3) classroom teachers, one (1) ESP teacher, one (1) certificated non-classroom member, and one (1) paraprofessional. Duties of this team will include implementation of the Transformation Plan, developing academic goals, developing ideas for reaching academic goals, involvement in school based professional development, and implementing the school's AAP.

CHARTER SCHOOL NEUTRALITY STATEMENT

The following statement shall be placed in all community (charter) school contracts sponsored by the District.

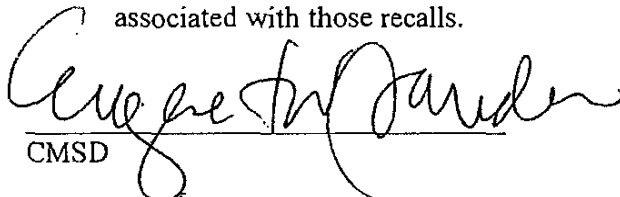
"CMSD understands and confirms its commitment to meet its obligations under ORC Chapters 3314 and 4117 with respect to community schools and the rights of employees in those schools to seek to join together for purposes of collective bargaining. As well, CMSD recognizes the right of the CTU as a labor organization to seek to organize and represent, for the purposes of collective bargaining, teachers and paraprofessionals employed by community schools located within the boundaries of the District. CMSD agrees that it will not place nor attempt to place restrictions on the employees or sponsors or governing boards of any community school with respect to whether the employees of such community school should join or not join CTU or any other labor organization."

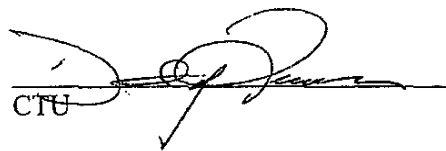
TENTATIVE AGREEMENT
BETWEEN
THE CLEVELAND METROPOLITAN SCHOOL DISTRICT
AND
THE CLEVELAND TEACHERS UNION, AMERICAN FEDERATION OF TEACHERS
LOCAL 279, AFL-CIO

JULY 5, 2010

The parties have reached tentative agreement as follows:

1. Effective August 1, 2010, the employee contributions set forth in Article 29 shall be \$40.00 for single coverage, \$75.00 for family coverage and effective January 1, 2011, \$125.00 for family coverage which includes a working spouse who has the opportunity for coverage through his/her employer. (Sandy McNair/Mike Hanna to address additional specific changes including substantive changes to Kaiser coverage and increasing office visit co-pay for specialists.)
2. Article 9, Section 2 of the current agreement regarding the three (3) voluntary professional development days shall be suspended for the 2010 – 2011 school year.
3. The equivalent of three (3) professional development days shall be unworked and unpaid for the 2010 – 2011 school year. These days shall be August 24, 2010 (1/2 day pm); November 2, 2010 (all day); February 18, 2011 (all day); and June 9, 2011 (1/2 day pm)
4. 2010 – 2011 $\frac{3}{4}$ step freeze to be paid over the course of the bargaining unit member's 20/26 pay periods
5. Duration - see attached: Article 31 Negotiation, Severability and Duration
6. All other TA's.
7. The District will recall the number of bargaining unit members whose compensation (salary and benefits) total \$17,000,000. Prior to recalls the District will meet with CTU representatives to verify staffing assignments, the number of recalls and compensation associated with those recalls.


CMSD
7/5/10
Date


CTU
7/5/10
Date

AGREED HOUSEKEEPING ISSUES

(NOTE: Housekeeping items were agreed to between CTU and CMSD. These are not changes to intent or meaning of contract language. These changes move sentences, correct grammatical errors, etc. Bold sentences indicate why change was made.)

1. Article 10, Section 7 G
 - a. Language: Media Specialists shall use the first five instructional days and the last five instructional days ~~week~~ of the school year to prepare supplies and equipment for use and storage. **(Clarification)**
2. Article 18, Section 6 I
 - a. Language: Article 18, Section ~~5~~ 6 shall not supersede Article 20, Section 1 © and Section 2 (B-C) regarding absence and tardiness/early departure abuse.
3. Article 30, Section 5 B (4)
 - a. Language:
 4. When the paycheck of an employee is lost, stolen, or not received from the District, upon timely notification by the employee, a duplicate check shall be issued within one (1) working day. The employee must sign a certificate of loss or non-receipt. **(This last sentence is moved up from the succeeding paragraph.)**
 5. The District shall not intentionally withhold, deduct, or otherwise delay or refuse to pay the wages of an employee unless the bargaining unit member is on authorized unpaid absence or has been provided due process. Add current #5. If the District determines that the employee's wages were withheld in violation of Article 30, Section 5 (B) 4, the District will compensate the affected employee all withheld wages plus 10% of the amount of wages wrongfully withheld.
 6. Prior to submission of each payroll, the Union Chapter Chairperson will confer with the Principal, or his/her designee, relative to any payroll problem. The Chairperson shall communicate irregularities to the affected member(s). The member is responsible for resolving the irregularities with the on-site administrator. **(This is the old #4, paragraph 3)**
 7. When new bargaining unit positions are created, the Union will be informed of the new bargaining unit position, including the job description and rate of pay. **(This is the old #4, paragraph 4.)**
4. Appendix M, Individual Teacher Visit Evaluation I-III forms, I. CLASSROOM changed to I. Classroom. Remove the vertical lines after I. B. Teaching Techniques throughout the row. **(Clarification)**

AGREED HOUSEKEEPING ISSUES

(NOTE: Housekeeping items were agreed to between CTU and CMSD. These are not changes to intent or meaning of contract language. These changes move sentences, correct grammatical errors, etc. Bold sentences indicate why change was made.)

1. Article 2, Section 3 C 5.

a. Language:

5. ~~Effective with the start of the 2006-07 school year,~~ Each high school building/campus/complex housing more than one (1) small high school will be considered a worksite...**(Remove date)**

2. Article 2, Section 3 C 7.

a. Language:

- i. 7. Each Chapter Chairperson or his/her designee shall be released three (3) full days per school year, provided workshops are scheduled at least two (2) weeks in advance with the CEO or designee.

3. Labor Management Council - Article 2, Section 7 C.

a. Language:

- i. C. Training. The LMC shall receive training from the Federal Mediation and Conciliation Service, as well as other labor/management training services. The training shall assist the LMC in developing and maintaining a District-wide ~~focus~~ *focus* in developing an appropriate problem-solving climate.**(Correction)**

4. Union Representation on Committees -- Article 2, Section 10 A and B

a. Language:

- i. A. A person from the District administrative staff shall be assigned to coordinate all committees involving teachers and District administrators.
- ii. B. In response to a request of the administration to establish a committee involving teachers, the CTU shall meet with the ~~appropriate Regional Superintendent administrator~~ *responsible for the particular committee* to discuss qualifications, and the CTU will submit a list of names equal to the number of teachers who are to serve. The teachers selected shall be mutually agreed upon.**(Clarification)**

5. Article 5, Section 1 C -- delete

a. Language:

~~—ALL Academic Achievement Plan (AAP's) approved prior to the 2007/08 school year are null and void as of the last day of the 2006/07 school year.~~
(Remove date)

6. Article 7, Section 1 -- Complaints About Employees

a. Language:

- i. Replace ~~“a Regional Superintendent”~~ with *“an Academic Superintendent”* wherever ~~“Regional Superintendent”~~ appears. **(Reflect current title)**

7. Article 9, Section 2 – Professional Development/Longer Year

a. Language:

- i. ~~Effective in the 2007/08 school year, there~~ *There* are three voluntary professional development days for all bargaining unit members except day to day substitutes. The first day will be contiguous with the first day of the school year and the remaining two voluntary professional days are 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 the during the summer in accordance with Article 9, Section 6A(3). These three voluntary professional days shall be paid at the participants' daily rate.
- ii. ~~Effective in the 2007/08 school year, the~~ *The* voluntary profession development covered in this section must be directly related to the five following topics: reading, writing, mathematics, alternate assessment, and managing anti-social behavior. These focused topics maybe changed, based ~~upon~~ agreement of the CTU and CMSD, ~~in subsequent school years.~~ The district may offer a three (3) week extended once every (4) years for certificated personnel
(Remove date)

8. Article 9, Section 4 – Lunch Period/Travel Time

a. Language:

- i. Each teacher is to have a duty-free, uninterrupted lunch period Of a minimum of forty (40) minutes. ~~Effective with the 2001/02 school year, t~~ *The* forty (40)....**(Remove date)**

9. Article 9, Section 5C – Delete and modify Appendix K to reflect action taken to Implement 5C after last contract was implemented.

a. Language:

- i. ~~Beginning with the 2007/08 school year,~~ The schedule of the instructional day as defined by CMSD and CTU in Appendix K will be modified traditional with block throughout all district schools that have one or more of the following grades 9,10,11,12. **(Remove date)**

10. Article 10, Sections 1 P (1) and P (1) (a) and S (1) and S (2) and t (2) –Eliminate the Clauses “Effective with the 2001-02 school year,” “Effective beginning the 2007/08 school year.” “Beginning with the 2007/08 school year,” “(effective with the 2001- 2002 school year),” “Effective with the 2001-2002 school year,” and “Effective with the 2001-2002 school year,” respectively. **(Remove date)**

11. Article 12, Section 1, paragraph B – second paragraph

a. Language:

- i. In the event the District creates a new program or school, the Selection committee will consist of a representative from Human Resources, the CTU President or his/her designee, a parent representative, a certificated/licensed teacher, *a principal, if selected*, and a community representative **(Clarification)**

12. Article 15 Section 6 – Building Chairperson Responsibilities Related to Student Discipline

a. Language:

- i. Effective with the first day of the second semester of the 2000-01 school year. The Building Chairperson may mediate disputes between the administration and individual teachers when student discipline is an issue. The Building Chairperson shall encourage constructive dialogue between the administration and the teacher when discipline issues seem to be impeding the educational process in the classroom. If the administration believes discipline issues are a concern with the Building Chairperson him/her, the appropriate Regional Superintendent and the CTU Third Vice President shall mediate the dispute.

13. Article 15, Section 23 – Security Guards

a. Language:

- i. ~~Effective October 1, 2000~~, The District shall ensure there is at least one (1) armed security ~~officer-guard~~ assigned to each of the District's comprehensive high schools and other schools as identified by the CEO. **(Remove date and clarification of title)**

14. Article 16, Section 3, paragraph B

a. Language:

- i. ~~Beginning with the 2001-02 school year~~, Grades will be issued be issued each quarter, and credit will be given at the completion of each semester. ~~During the 2000-01 school year, the District and CTU will establish a committee to address issues related to this grade change.~~ **(Remove date)**

15. Article 18, Section 1, paragraph B3 – delete entirely as desegregation order is no longer in effect and therefore the provision has sunsetted.

16. Article 18, Section 1, paragraph B, subparagraph 3

b. Language:

- i. ~~Persons identified to be transferred for the purpose of desegregation shall be given evidence in writing as to why and how they were chosen under the court order. Written notification of said transfer will be made before the actual transfer is implemented, unless court mandates or conditions beyond the control of the District and administration dictate the transfer be made prior to written notification. If the person to be transferred can produce evidence that the reasons given for the transfer are invalid, a grievance may be filed.~~

17. Article 18, Section 7 – delete first sentence as Consent Degree is no longer in place.

Rename section.

18. Article 21, Section 1, paragraph F, Appendix N, Section 1

a. Language:

- i. Sick leave may be donated only for a serious illness or injury *of the employee's immediate family.* (Clarification)

19. Article 23, Section 10, paragraph A

a. Language:

- i. “Regular substitute teachers” new to the District ~~first employed by the District as a substitute after August 1, 2000~~ shall serve a probationary period of ~~ten (10) calendar weeks from their first day of working.~~ During that probationary period, the regular substitute teacher’s employment may be terminated, without the substitute teacher having any recourse to the grievance procedure and without the need for compliance with Article 8. **(Remove date)**

20. Article 23, Section 23, paragraph A , third subparagraph

a. Language:

- i. ~~However, where a differential position was filled by a non-CTU bargaining unit member for the 1999-2000 school year, said position shall not be deemed vacant until that person vacates the position or at the end of the 2001-2002 school year, whichever comes first, each year before the close of the school year, beginning with the 2001-2002 school year and continuing throughout this Agreement,~~ the CTU President and CEO may, by written mutual agreement, identify up to but no more than three (3) specific individual differential positions held by non-CTU bargaining unit members in the District ~~each year~~ which are not deemed vacant.
(Remove date)

21. Article 23, Section 23, paragraph B, subparagraph 1, sub subparagraph e – delete the effective start date from the agreement.
22. Article 23, Section 23, paragraph B, subparagraphs 6d and 9c – delete “Beginning with the 2007 – 2008 school year.”
23. Article 23, Section 23, paragraph B, subparagraph 13 – delete “effective with the 2001-02 school year.”
24. Article 26 Section 5 – Delete “Beginning with the 2007/08 school year.”
25. Article 29, Section 15 – insert language from mileage MOU from February 2009.
 - a. Language:
 - i. 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 in effect *at the time of travel* ~~on September 1 of that school year. Bargaining unit members who choose to accept a second District position (for example, regular classroom teachers who accept adult education positions) are not eligible for mileage when traveling from the primary position to the additional position.~~ (Clarification)
26. MOU signed in May 2009 regarding Peer Literacy Coach and Peer Mathematics Coach should have paragraph 3, subparagraphs a – h placed in the collective bargaining agreement – we need to discuss where it goes. New Title: Peer Math and Literacy Coaches Article 23 between sections 18 and 19 sec. new 19
27. MOU signed January 2009 regarding Extended Day programs should have Paragraphs 3, 5 and the first and last sentence of 6 placed into the collective bargaining agreement – we need to discuss where it goes. #15 certain paragraphs and sentences Article 27 section 8 renamed Summer School, Night School, and Extended Day Procedures
28. The following language from the MOU on Paraprofessional Career Ladder signed in December 2007 should be added to the appendix (p. 189 of the collective bargaining agreement):
 - a. *Paraprofessionals on Teacher Track V that have completed all educational requirements of the licensing College/University, except student teaching, will be granted 12 or 15 weeks of paid education leave in accordance with the college/university structure of semesters or quarters.*