

**FACT-FINDING REPORT AND RECOMMENDATIONS**

**Commented [CMSD1]:** In order to best express the District Bargaining Team's understanding of this Fact-Finding Report and the resulting recommendations of the District Bargaining Team, CMSD has added margin comments throughout the report. The content of the report itself is presented in its original form, as submitted by the Fact-Finder.

**In the Matter of**

**Cleveland Teachers Union, AFT Local 279,  
AFL-CIO**

**-and-**

**Cleveland Metropolitan School District**

**SERB Case No. 2016-MED-03-0197**

Mollie H. Bowers  
Fact-Finder

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### **INTRODUCTION**

This Fact-Finding was convened under the auspices of the Ohio Revised Code, Section 4117.74. The Fact-Finder was independently and mutually selected by the parties. They are the Cleveland Teachers Union, AFT Local 279, AFL-CIO (the Union, the CTU) and the Cleveland Metropolitan School District (the District/the CMSD). The bargaining unit is comprised of approximately 3,500 employees who are Teachers, Paraprofessionals (e.g., educational aides, instructional aides, instructional assistants, instructional technicians, administrative aides), School Nurses, Tutors, Social Workers, Psychologists, Driver Training Roadwork Instructors, Work-Study Teacher Consultants, Adult Education Teachers, Hearing Officers, and other Federal and State funded personnel. At the time of her selection, the parties and the Fact-Finder schedules the dates for the proceeding to begin on April 18 and to end on April 22, 2016. The parties filed their pre-hearing briefs both electronically and in hard copy. There were received by the Fact-Finder on April 16, 2016.

**BACKGROUND**

The District experienced some very difficult economic times, with all the attendant consequences, in the years prior to the 2013 contract negotiations. Nevertheless, the parties were still able to work out three-year contracts despite the economic challenges that the District faced. In 2012, the Union and its bargaining unit members worked hard, with the District, to pass a levy that helped to alleviate some of the District's distress. Nevertheless, in 2013, the parties ended up in fact-finding, conducted by this Fact-Finder, over what should be included in the next contract. The parties worked hard under her auspices and produced a contract that would remain in effect from 2013-2016. This history created an expectation on the part of the Union and its members that, if they worked with the District to help solve its economic problems, then a three-year contract was a viable option in the negotiations for the next contract.

When it was time for these negotiations to commence, once again, the District found itself in difficult economic straits and seeking a levy on the November, 2016 ballot. The Union and its bargaining unit members are again ready to support the District's effort, **if a three-year contract is forthcoming -- one in which the Union has already said that it will agree to a wage reopener in the second and third years of said contract.** This time, however, the District is adamant that its financial condition can only allow it to offer a one-year contract given the restrictions placed upon it by the Ohio Revised Code (ORC) 5705.412, Certificate of revenue required for School District Expenditures. That language states, in pertinent part:

...

(B)

**Commented [CMSD2]:** The District was never presented a proposal from the CTU that included a wage reopener. If this was presented to the Fact-Finder, it was not shared with the District team.

(1) Notwithstanding section 5705.41 of the Revised Code, no school district shall adopt any appropriation measure, many any qualifying contract, or increase during any school year any wage or salary schedule unless there is attached thereto a certificate, signed as required by this section, that the school district has in effect the authorization to levy taxes including the renewal or replacement of existing levies which, when combined with the estimated revenue from all other sources available to the district at the time of certification are sufficient to provide the operating revenues necessary to enable the district to maintain all personnel and programs for all the days set forth in its adopted school calendars for the current fiscal year and for a number of days in succeeding fiscal years equal to the number of days instruction was held or is scheduled for the current fiscal year. . . .

...

Also during the time preceding the 2013 negotiations, the Mayor brought together District CEO, Eric Gordon, and CTU President, David Quolke, and tasked them to develop a plan, which would become law, specific to the Cleveland School District making it unique among school districts in the state of Ohio. The results became known as "The Cleveland Plan". It deals with various aspects of District administration and management. A goal of the District in the current negotiations has been to bring contract language into line with the statutory provisions in the ORC and with The Cleveland Plan.

By the time that the 2013 negotiations began, the District had turned the financial corner to the extent that some teachers and programs had been restored, but the way forward was by no means either clear or uncomplicated. The Federal Mediation and Conciliation Service (FMCS) worked extensively with the parties to transform negotiations that were floundering into an interest-based, rather than an adversarial, conversation so that progress could be made in reaching new contract terms. Some things were accomplished, but the parties were still unable to bring their negotiations to a mutually acceptable conclusion. In accordance with O.R.C 4114.14, this Fact-Finder was appointed by the State

**Commented [CMSD3]:** The CBA is in line with ORC; CMSD's concern was to insure any revisions remained compliant with ORC.

**Commented [CMSD4]:** This statement is incorrect. The parties agreed to use interest-based bargaining from the beginning of the 2013 negotiations, not as an intervention for "floundering" bargaining.

**Commented [CMSD5]:** Correct citation is ORC 4117.14



Employment Relations Board (SERB) to conduct proceedings with the District and the CTU. As a result of very hard work by both parties during this Fact-Finding, they were able to craft an agreement that was ratified subsequently.

The 2013-2016 collective bargaining agreement contained a new and very innovative approach to compensation known as the Cleveland Differentiated Compensation System (CDCS). Advancement in the compensation scheme was no longer based primarily on seniority, but rather was based upon the accumulation of academic credits (ACs) that reflect a combination of teacher performance evaluation, student growth scores, and other performance factors. To be sure, this is a grossly over-simplified explanation of a complex and sophisticated compensation system. Recognizing this, the parties included the following language in Appendix T of that agreement:

CMSD and CTU agree to commit the necessary time and resources to ensure the successful design and implementation of the differentiated compensation system. CMSD and CTU with the support of the American Federation of Teachers (AFT), and other external experts and researchers will continue to develop the implementation of the model for differentiated compensation set forth in O.R.C. 3311.78 to be continuously improved to meet the needs of the students and all stakeholders (2013 cba, p. 222)

There is no dispute that, in the intervening years, CDCS has floundered at best and in other aspects the District has failed altogether to implement the system. Neither time nor resources have been expended to build out the system. As a consequence, the District lost the opportunity to lead the country with respect to innovation where compensation systems are concerned; an opportunity that has now been picked up elsewhere. Additionally, somewhere between approximately 730 and 830 employees (about a quarter of the bargaining unit members) still have not been placed on the salary schedule (including the Union President) with the result that they have not received any pay increases in the last

**Commented [CMSD6]:** Per Appendix T of the current collective bargaining agreement (p. 220), the Differentiated Compensation System was/ and s the responsibility of a Joint Oversight Committee of both the CMSD and the CTU, not just of the District.

**Commented [CMSD7]:** The Joint Oversight Committee has met for over 100 hours over the three years of this contract and the District has invested nearly \$450,000 in project and consultancy support over that time. In addition, the District has invested \$1.5 million in supporting the Joint Governing Panel composed of 6 teachers on assignment whose full time responsibilities are to serve in the development of the Differentiated Compensation System. While the District acknowledges that there is much more work to be done, both time and resources have been contributed to this work.

three years. However, the Fact-Finder does not to mislead anyone to believe that money is either the only or the chief reason why the parties have found themselves, again, at impasse over the content of the next collective bargaining agreement.

Trust and collaboration between the parties, so essential for a healthy labor-management relationship, has been on a downward spiral and has now reached a new low. The destructive effects have spread throughout the relationship, hamstringing teams and other bodies intended to enhance the learning, growth, and welfare of students and otherwise. This distrust also has worked to destroy confidence that bargaining unit members had in the evaluation system before The Cleveland Plan was devised. Grievances have skyrocketed. As a result of administrative actions, bargaining unit members feel, among other things, disrespected as professionals, tyrannized by an unfair and inequitable evaluation system, and subjected to administrative decisions which sometimes have little, if anything, to do with improving their practice, much less the learning, growth, and welfare of students. This is why addressing these concerns is a major priority of the Union and of its bargaining unit members as a result of the current contract negotiations.

As in 2013, FMCS mediators worked with the parties for a considerable period of time to try to transform the negotiations conversations into something productive. Unfortunately, history repeated itself and not much progress was made. Thereafter the parties met on their own and were able to sign tentative agreements (TSs) on some issues. However, the District walked out of the negotiations in February of 2016, and no further progress was made. This is the back drop for what the Fact-Finder encountered when she began proceedings on April 18th.

**Commented [CMSD8]:** There are indeed a number of teachers who have not progressed on the differentiated compensation system. These include Related Service Providers, who accumulated Achievement Credits during the 2015-16 school year and can begin to cash them in during the fall of 2016, teachers who were on leaves of absence and therefore did not accumulate Achievement Credits, and teachers who have not yet earned sufficient achievement credits for promotion on the compensation system. However, all of these employees, including the CTU President, did receive both a 4% base pay raise in 2013 and an additional 1% base pay raise in 2015, consistent with the negotiated 2013-16 collective bargaining agreement

**Commented [CMSD9]:** The Board and CTU are not at impasse over the content of the next CBA. The Board fully expects to continue bargaining until an agreement is reached.

**Commented [CMSD10]:** That was certainly true, especially in the first year of the contract when there were well over 1000 Step 2 grievances. In the second year of the contract that number decreased to 576 and, to date, in the third year of the contract grievances have again decreased to 369.

**Commented [CMSD11]:** This statement is not accurate; the parties have never met on our own. Following the break in face-to-face bargaining and the CTU election, the federal mediator called the parties to the table and CMSD willingly participated in those negotiations. Had the mediator saw fit to call the parties together sooner, CMSD would have participated.

There were still a lot of issues on the table; some very controversial. She is grateful to both parties for the very hard work that they did to reach TAs on a number of issue, ; even if, in every case, a TA did not result. These efforts also provided a basis for the Fact-Finder to better understand the needs and the interests of both parties and, hopefully, for her to fashion recommendations that they can both accept as a result of this Report.

The Fact-Finder has a caution in this regard. The current collective bargaining agreement expires on June 30, 2016. The District believes that it has until this deadline to reach an agreement with the Union. The Fact-Finder is concerned that the District's believe, and expectations based upon same, may be erroneous. The Union will present the Fact-Finder's Report to its membership on May 6, 2016. At that time, too, a strike vote will be taken. This does not mean that the Union is going to strike immediately. Bargaining unit members are going to be absent for the summer, so the effect of any strike vote will likely only be known when students and bargaining unit members return in the Fall if exercise of this option is deemed to be the last resort by the Union and its members. She cautions the Union and its members not to romanticize the strike option. For both parties, a strike will demonstrate a catastrophic failure on the part of **both** parties to come to terms, with devastating, long-term effects on the community, the students, the District, the Union, the bargaining unit members, and upon the relationship between the parties. Thus, the Fact-Finder cannot state strongly enough that she encourages both parties to put aside Russian roulette, and to use this Report as a means to reach agreement on contract terms and to begin to put their relationship back on track for the sake of all stakeholders concerned.

**Commented [CMSD12]:** The District does not in any way underestimate the importance of reaching a negotiated contract with the Teachers Union and is committed to continued bargaining until an agreement is reached.

**STATUS AS OF THE CONCLUSION OF FACT-FINDING**

The following is a status account as of the conclusion of the Fact-Finding proceedings on the evening of April 22, 2016:

**ITEMS NEVER OPENED FOR NEGOTIATION**

Article 1	Appendix B
Article 4	Appendix D
Article 7	Appendix E
Article 17	Appendix H
Article 27	Appendix I
	Appendix S
	Appendix V

**SIGNED TENTATIVE AGREEMENTS**

Article 2 (current language)	Article 3
Article 5	Article 6
Article 11	Article 12
Article 14	Article 15
Article 16	Article 18
Article 19 (current language)	Article 22 (current language)
Article 24	Article 25
Article 29 (current language)	Appendix C
	Appendix F (housekeeping)
	Appendix M (housekeeping)
MOU Transition Coord.	
MOU Library Media	
MOU ART Pelt	

**Commented [CMSD13]:** These Tentative Agreements (TAs) are included at the end of this report (beginning on page 67) for the purpose of considering whether the Board will Accept or Reject the report and related Tentative Agreements.

**OPEN ITEMS**

Article 8	Appendix G
Article 9	Appendix L
Article 10	Appendix T
Article 13	Appendix U
Article 20	
Article 21	
Article 23	
Article 30	
Article 31	

### **FACT-FINDER CRITERIA IN FASHIONING RECOMMENDATIONS**

The following criteria are set forth in the O.R.C., 4117.905 as the basis for recommendations made by a Fact-Finder:

Past collectively bargaining agreements, if any;

Comparison of the unresolved issues relative to the employees in the bargaining unit with those issues related to other public and private employees doing comparable work, giving consideration to factors particular to the area and classification involved;

The interest and welfare of the public, the ability of the public employer to finance and administer the issues proposed, and the effect of the adjustments on the normal standards of public service;

The lawful authority of the public employer;

Any stipulations of the parties; and

Such other factors, not confined to those listed above, which are normally or traditionally taken into consideration in the determination of issues submitted to mutually agreed-upon dispute settlement procedures in the public service or private employment

### **DISPUTED ISSUES AND RECOMMENDATIONS**

#### **ARTICLE 8 - TEACHER CONTRACTS, RE-EMPLOYMENT, NON-REEMPLOYMENT<sup>1</sup>**

##### **Union Position:**

The CTU asserted that changes needed to be made in Article 8, identified areas where it sought change, and explained why it believed that change was necessary. It submitted these interests to the District, but none were accepted. Similarly, the Union did

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<sup>1</sup> Within the week after the Fact-Finding proceedings concluded, the Fact-Finder received email from both parties regarding an outcome in a recent court case and the Union's intention to appeal same. Since this was not known to either party when the Fact-Finding proceedings concluded, and the results are still uncertain, the Fact-Finder is not considering any of this information in fashioning her recommendations with respect to Article 8.

not accept any proposals made by the District with respect to this article. Therefore, the Union made, as its last proposal, that the current contract language remain the same.

**District Proposal:**

The District's last proposal to the Union contained two changes. The first was in Section 1. Teacher Contracts, to add the following as item F.:

In accordance with O.C.R. 3319.15, no teacher may leave their employment with the board after the tenth day of July of any school year without the consent of the board of education. A teacher who leaves their employment after July 10 may have their license suspended by the Ohio Department of Education for not more than one year.

According to the District, adoption of this proposal is important because it both incorporates state law into the contract and advises teacher, who may not know, about the requirements of law.

The second proposal that the District made falls under Section 7. Non Re-Employment Procedures of Teachers on Limited or Extended Limited Contracts. To item B.7., the District sought to add the following language:

The Administration may be represented at the hearing by the teacher's evaluator, the Network Leader who presided over the first administrative hearings, and/or the Chief Executive Officer's designee who presided over the second administrative hearing ("Administration Representatives");

Each teacher may have a CTU representative at the hearing;

At least 48 hours prior to the scheduled hearing, the Administration shall provide the Board and the teacher a copy of all information and documents that will be used at the hearing to support the non-renewal recommendation of the teacher (here in after, "Hearing Materials"). No later than 24 hours before the hearing, the teacher or their representative may supplement the Hearing Materials with additional documentation, provided however such supplemental material must be less than 15-pages long (hereinafter "Supplemental Materials"). The Supplemental Materials must be provided to the Board and Administration;

**Commented [CMSD14]:** The District was never presented this "last proposal" from the CTU withdrawing new language and recommending current contract language. If this was presented to the Fact-Finder, it was not shared with the District team. This is contrary to the regulations governing fact-finding, SERB's guidelines and SERB's Fact-Finding Guidebook. The Fact-Finder should not have considered any proposals from the CTU that were not shared with the District and to which the District was not given an opportunity to respond.

**Commented [CMSD15]:** Contrary to the Fact-Finder's report, the District had no proposal for Article 8 going into Fact-Finding.

The Administration will make its presentation first to the Board, followed by the teacher's presentation. The Administration may have up to five (5) minutes for its presentation. At the close of the Administration's presentation, the teacher and/or teacher's representative will have a rebuttal opportunity. The teacher or their representative may have up to ten (10) minutes for their rebuttal. The Board may choose to question the Administration and/or the teacher or teacher's representative;

The non-renewal hearing is the teacher's opportunity to be heard in response to the non-renewal recommendation. It is not an evidentiary proceeding as the evidentiary record is developed at the two prior administrative proceedings conducted pursuant to O.R.C. 3311.81. Neither the Administration nor the teacher will have the ability to:

- (1) subpoena witnesses or documents;
- (2) offer witnesses or conduct cross-examination or;
- (3) offer documentary evidence or submissions during the non-renewal hearing. The teacher, the teacher's representative and the Administration Representative may, however, rely on and reference the Hearing Materials and Supplemental Materials submitted in accordance with paragraph 3 above during the hearing.
- (4) The teacher, the teacher's representative, and Administration Representatives will be permitted to remain in the Executive Session during the hearing until it is time for the Board to deliberate. After the presentation and rebuttal, the teacher, the teacher, teacher's representative and Administration Representatives will be asked to leave the Executive Session. The Board will deliberate in Executive Session on the non-renewal recommendation. The CEO and legal counsel for the Board and CMSD may remain with the Board in Executive Session at the discretion of the Board.
- (5) At the conclusion of the Executive Session, the Board will return to the Regular Session and will conduct a separate vote on each teacher to determine whether to non-renew the teacher's contract. The results of the vote for each teacher will be set forth in a separate Board Resolution.

In addition to these prescriptions, the District modified current contract language to state that:

Following the hearing, or if no hearing is requested, after the Board acts on the question of the teacher's re-employment, the decision of the Board shall be final and shall not be subject to further appeal.

**Recommendations:**

The Fact-Finder agrees with the District that it is important for teachers to know and to recognize the implications of the language contained in O.C.R. 3319.15. It is her recommendation, therefore, that this language be incorporated, verbatim, into the contract.

O.R.C. 3319.15 states the following:

No teacher shall terminate the teacher's contract after the tenth day of July of any school year or during the school year, prior to the termination of the annual session, without consent of the board of education; and such teacher may terminate the teacher's contract at any other time by giving five days written notice to the employing board. Upon complaint by the employing board to the state board of education and after investigation by it, the license of a teacher terminating the teacher's contract in any other manner than provided in this section may be suspended for not more than one year.

The Fact-Finder cannot recommend in favor of the District's second proposal. She agrees with the District's intent to provide a structure for the hearing before the Board. This can be beneficial to both parties. However, the proposal advanced by the District lacks fundamental fairness and may even infringe on due process in certain of its provisions. The Fact-Finder declines to recommend an alternative process. This is something that the parties need to work out themselves, collaboratively, to best suit their needs while also protecting the due process rights of all concerned. Unless and until this is done, the Fact-Finder therefore recommends that Article 8, Section 7., and that the remainder of Article 8 shall remain in effect per the current contract.

**Commented [CMSD16]:** This is actually current contract language (Article 8, Section 7, paragraph B.7, last 2 sentences – see page 26 of the current contract), not a district proposal.

**Commented [CMSD17]:** As referenced above, the District did not have a proposal on Article 8; it was responding in a counterproposal to CTU's proposal. As the District was unaware the CTU withdrew its proposal, it did not have an opportunity to withdraw its counterproposal in favor of current language.



## **ARTICLE 9 - SCHOOL SCHEDULES, MEETINGS & CALENDAR**

This article is very important to teachers. As part of the deal-making process for the 2013 contract, the teachers gave up 200 minutes per week outside of the student school day. They retained control over only 50 minutes of this time per week for school-related activities like planning and parent contact. In the current negotiations the Union initially sought to recapture control over all of these 200 minutes. Eventually, as a result of hard work by a small group of CTU and District representatives, the last proposal made by **both** parties reflects that 100 of these minutes shall be restored to the teachers and 100 minutes shall be retained by administrators. The Fact-Finder endorses this resolution.

The first rub came in defining how the 100 minutes allotted to teachers and the 100 minutes allotted to administrators shall be defined. The Union proposed that the language state that 100 of these minutes will be "self-directed teacher time" and 100 minutes will be "administrator directed time". The District countered with the language that 100 minutes will be "administrator designed time (as defined below)" and 100 minutes will be "teacher self-defined time (as defined below)". Neither party provided a clear rationale for the difference in terminology that each chose. The Fact-Finder therefore recommends that "self-defined" time should be the language adopted because it provides for **accountability** on the part of both teachers **and** administrators for the choices that they make when utilizing the 100 minutes per week allotted to each of them.

The Union also sought protection against encroachment by administrators on the Teacher [self-defined] time, by adding the language that, "The 100 minutes of Teacher [self-defined] time shall be reserved for professional activities as outlined below and shall not be

assigned by the administration. The District's last proposal agreed with this language and, thus, the Fact-Finder affirms this agreement in her recommendation.

To make it clear, the 100 minutes per with which are designed by the administrator include:

Team Time (which can include grade level teams, committee meetings, vertical planning, and must include state mandated programs or initiatives such as Teacher Based Teams);

General Collaboration;

Professional Development;

Student Support Team (SST);

New Program;

Professional Learning Community; and

Faculty Meeting (The Union shall have input into the agenda of the meeting. The last ten (10) minutes of the meeting shall be devoted to Union business).

In its last proposal, the District wanted to remove 'committee meetings' from administrator designed time to teacher self-designed time. The rationale provided was that committee meetings generally involve things like planning a roller skating party and, thus, should not be counted against administrator designed time. While that may be true in some instances, the Fact-Finder was not convinced that all committee meetings are for teacher designed purposes, but rather that there are committees like 'beautification' to which teachers are assigned by administrators and from which results are expected. The location of 'committee meetings' should by no means be a deal breaker and, thus, the Fact-Finder recommends that these remain in the administrators' designed time.

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

- Office Hours;
- Record Keeping;
- Parent Conferences;
- IEP/ETR/504 Plans;
- General Collaboration; and
- Planning.

The Fact-Finder recommends that this allotment be adopted.

The last proposal submitted by both parties also showed agreement on the language that:

Participation in additional professional time is mandatory and members are expected to fully participate in the professional experiences that are relevant to their position. This professional time will be scheduled immediately before or after the student school day, Monday through Thursday in fifty (50) minute increments unless a different time frame is approved via the Academic Achievement Plan (AAP). The AAP will outline which days are reserved for teacher [self-designed] professional activities.

The Fact-Finder recommends this agreement.

The parties also agreed on the language that:

The Principal, Chapter Chairperson, and Academic Progress Team (APT) (Appendix Q) are responsible for seeking input from staff to align administrator designed professional activities to meet the needs of the building staff.

The reason for this, and other related language is a wide-spread complaint by teachers that, too often, they have been directed by administrators to attend professional development which is totally unrelated to their teaching responsibilities, For example, an English teacher

might be sent to a professional development session that applies to math teachers. The District should be concerned about this waste of teacher time and about the inefficient use of resources devoted to professional development. Therefore, the Fact-Finder endorses the agreement reached by the parties.

Related to resolution of this problem is the agreement of both parties on language that states:

This input will be considered by the administration when scheduling the 100 minutes of administrator [designed] time for professional activities as outlined below. The parties recognize that reasonable modifications to the scheduled professional activities may be required

To this, the Union added language stating that, "The parties recognize that reasonable modification to the scheduled professional activities may be required and are allowable with the agreement of the APT". The District said that it could not agree to this language and proposed, instead, that it state, "The parties recognize that reasonable modifications to the scheduled professional activities may be required. As a means of resolving the differences between the parties, the Fact-Finder recommends language stating that:

The parties recognize that reasonable modifications to the scheduled professional activities may be required. These are allowable after consultation with the APT.

This language is recommended because it include the flexibility that both parties recognize may be necessary, but makes the administrator accountable for consulting with the APT and for the consequences of his/her decision to modify the schedule of professional activities.

At the conclusion of fact-finding, there were differences between the parties with respect to Section 2. School Start Time. The Union proposed the following:

**Commented [CMSD18]:** There were no remaining differences; this is the very language both parties agreed to and is discussed in pages 13-15 of the report.

A. School Start Time.

1. Beginning with the 2016-2017 school year, all teachers except as noted in paragraph 2 below will have a 440 minute school day.

Each day shall include:

10 minutes of unassigned time before the start of the instructional day;

40 minute uninterrupted duty free lunch;

1 planning period (at K-8, fifty (50) minutes during each student instructional day; and

200 minutes per week of which 100 minutes will be administrator" [designed] time and 100 minutes will be [self-designed "teacher time"

The District's final proposal states as follows:

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

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

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

The District's proposal also included, under Section 3. Lunch Periods/Travel Time,

the current language which states that:

Each teacher is to have a duty-free lunch period of a minimum of forty (40) minutes. The forty (40) minute lunch period for teachers shall be scheduled during the regularly scheduled student lunch periods of the regular day, unless with written consent by the affected teacher. No one teacher or teachers will exceed the lunch time

**Commented [CMSD19]:** Again, this is not a district proposal. It is current contract language –I, see Section 2, p. 29 of CBA.

allocated for the majority of the faculty. Teachers assigned to more than one building in a school day shall not have to travel during their lunch prior nor during their unassigned periods.

**Commented [CMSD20]:** Once again, this is current contract language – not a CMSD proposal. See Section 3, p. 29 of CBA.

The differences in the final proposals made by both parties are significant. Especially since the District insists that it can only agree to a one-year contract, the Fact-Finder recommends that the current contract language be maintained.

**Commented [CMSD21]:** The Fact-Finder makes references to the one-year contract duration throughout the report as a rationale for not making a recommendation; yet, when she addressed Article 31 related to duration, she recommends a 3 year contract which is inconsistent with her commentary and rationale. Comments related to that recommendation are in her reporting of Article 31, below.

Also under Section 2. is a provision that pertains to the Louisa May Alcott school -- the only K-5 school currently in the District. The Union wanted the current contract language to remain intact. The District disagreed. Its rationale was that this one school should follow the same procedures as everyone else in the District. It did acknowledge that there has been some discussion about increasing the number of K-5 schools, but the District would not commit to anything based upon those discussions. Since it is within the realm of possibility that additional K-5 schools could be added sometime during the duration of any contract achieved by the parties, the Fact-Finder must recommend that the current contract language be maintained, in its entirety, with respect to the Louisa May Alcott school.

With respect to Section 4. School Schedule, the parties agreed that the language should remain as written in the current contract until item F. School Day Scheduling, item 1. can be resolved by them. However, the District's final proposal during fact-finding is, it said, worth considering. That proposal retained the first two sentences and then added the language that:

All teachers and paraprofessional will be notified of their tentative assignment for the following year prior to the start of OPI I, as per Article 12, Section 1 (B).

According to the District, it was trying to address the Union's interest in improving notice to Teachers and Paraprofessionals of their schedules for the upcoming school year. The

Union's response was that this does not correct the problem that it was trying to address not only with respect to teachers and paraprofessionals, but also in terms of notification to parents and students. Therefore, the Fact-Finder agrees that current contract language should be retained, unless and until the parties can agree to change it.

Both parties proposed change to item 6. under Section 4.F. The Union offered the language that:

All students in K-8 buildings shall be scheduled for each of the following (electives): art, music, physical education, technology, and media at least once per week for the School year. Students in grades 9-12 shall have at least one semester of dedicated technology instruction each year. This technology instruction is to prepare students for online high stakes assessments and college or career readiness. If no computer lab is available in the school, then computers on wheels will be provided to each technology teacher. During technology instruction, the student:computer ratio shall be 1:1.

If this language is adopted, other sections of the contract shall be updated accordingly. The Union's rationale for this proposal is that all students should have the same opportunities for full special subject participation as their suburban peers. Additionally, the demands of online testing and of college and career readiness necessitate dedicated technology instruction for all students.

The District's final counterproposal states that:

All K-8 buildings shall be scheduled for each of the following: art, music, physical education, and media, except where there is not a licensed professional in the position. In that case, schools may select an alternative elective course.

The District acknowledges that technology is an important inclusion in the rubric provided by the Union. However, it asserted that if other electives are added to the current mix, then the likelihood is that the District will have to bring someone in to provide this instruction

which, under current economic conditions, the cost is prohibitive to the District. It further asserted that if the scheme suggested by the Union is adopted, then students will have to be out of more of their core content instruction when taking an elective that is appropriate for them.

The Fact-Finder agrees with the Union's rationale for including technology among the elective offerings. Its reasons are very persuasive not only in terms of testing expectations of students imposed upon them ever more frequently in the classroom, but also, and even more importantly, to try to level the playing field when the District's students compete with their counterparts in the suburbs in terms of both college eligibility and careers. Given these realities, the District's opposition to the inclusion of 'technology' among the electives cannot be credited. All the more especially because, absent this prescription, electives can be introduced by administrators that may have little or nothing to do with the success of students on classroom testing, much less otherwise. This is a result that the Fact-Finder cannot endorse and that, she believes, that the District would not want either. After all, the survival of the District depends upon attraction and maintenance of students. To do so, the District must show that is providing the best education than it can to prepare students for college and/or for career opportunities. To make this possible, the Fact-Finder recommends that the current language, including "media", be replaced with "technology".

Yet another area where the parties disagreed pertains to Section 4.G. K-8 scheduling. The Union's final proposal is to retain the current contract language. In contrast, the District's final proposal eliminated the language in item G.1. entirely, claiming that it is redundant because literacy is incorporated throughout the curriculum, so not all buildings need this block to meet the needs of students. As we are reminded daily, in our personal and

**Commented [CMSD22]:** The way in which this recommendation is phrased, stating "the current language, including 'media' be replaced with "technology" reflects that all ESP classes (art, music, PE, and media) would be replaced with technology. Accepting this language may likely result in the layoff of a number of art, music, physical education, and library/media teachers.



professional lives, literacy, even among American born students, is not something that can be taken for granted; much less as a result of the influx of young people from other countries. A heavy burden falls on K-12 schools to make sure that the students it graduates are literate. This is an on-going challenge to those schools, including the District. Therefore, the Fact-Finder recommends that the current contract language with respect to G.1. remain unchanged.

The language in Article 9. Section H., Section 2. Instructional Time and Substitute Duties at the Secondary Schools was not agreed to by the parties at the conclusion of Fact-Finding. The Union's final proposal was to maintain current contract language. The District sought to eliminate the language "based on six assignments" at the conclusion of Section 2.a., and to modify the first sentence in Section 2.b. by eliminating the language "not to exceed fifteen (15) total minutes". Given the circumstances in which the parties now find themselves, the Fact-Finder recommends that the current contract language remain in effect, unless and until the parties determine otherwise to their mutual satisfaction.

With respect to Article 9, Section 7. Meetings/Events/Conferences on school days, the Union's final proposal was to maintain the current contract language. The District's final proposal contained a change to Section 7.A.3. to eliminate the second sentence in the existing provision. Once again, the Fact-Finder recommends that the current contract language be retained, unless and until the parties have the time and opportunity to determine otherwise.

The next area where the parties have disparate proposals is in Section 9. This time, the District maintains that the current contract language should be maintained. The Union has made proposals which refer back to its earlier inclusion of 'technology' and now add the

word "elementary". Given the Fact-Finder's recommendations heretofore, she recommends that the language in Section 9. be maintains as written in the current contract.

At the conclusion of fact-finding, there was still disagreement between the parties with respect to Section 10. Secondary Department School. The District's final proposal was that the current contract language be maintained. The Union proposed a change to item D. The first sentence would remain unchanged, but language would be added to state that, "Additionally, no secondary teacher shall have more than one preparation per class period". The ration that the Union gave for this change was that the example that the District gave of a teacher teaching both French 1 and French 3 during the same period to two separate groups of students deprives both groups of students proper instruction and attention on courses they need to graduate and/or will otherwise prepare them for college and career readiness. The Fact-Finder agrees with the Union's concerns. While this dual teaching may work for certain subjects, the Fact-Finder was not convinced that 'one size fits for all' subjects. Therefore, she recommends that the current contract language be maintained.

The Union added a new Section E. to the current contract language which states as follows:

In secondary schools, each art, music, technology, and physical education teacher shall have the option to schedule one (1) day after the official close of school to prepare supplies and equipment for storage and be paid at his/her daily rate. However, in secondary schools, the day immediately preceding the first day of instruction shall be a room readiness day for all teachers. In addition, any secondary teacher split between two or more schools will have the option of an additional day prior to the start of the official school year to be paid at his/her daily rate. These funds will be paid from central administration and not incurred on any school-level budget.

The rationale that the Union gave for this proposal is that it mirrors the elementary/Pre-K-8 language and will allow teachers in secondary schools the time necessary to be prepared for Students on day 1 of the school year.

The District opposed this proposal for both financial and practical reasons, including mention of "technology" per earlier representations and expression of doubt that teachers who are split between two schools really need the time that the Union is proposing because they usually do not have a room to prepare because their room is shared space. The Union disagreed, asserting that it is not just about time to blow up basketballs, but rather about the time that teachers need to find where they are going to be located, where things have been stored, to take inventory and to order supplies, if necessary, and to prepare welcome packets. The Fact-Finder recognizes that this is an issue tied to the results in resolving other areas in Article 9. She found the Union's presentation worthwhile, but also lacking in terms of the pervasiveness of the problem that it is seeking to address. Therefore, the Fact-Finder recommends that the current contract language be maintained.

At the conclusion of Fact-Finding, the Union proposed that the current contract language with respect to Section 11. Compensation for Additional Class Assignments, Meetings, and Conferences be maintained. **The District did not disagree.** However, it made another proposal that all of the language contained in A. be deleted and that the language contained now in B. be revised to states as follows:

Teachers who volunteer to accept assigned time beyond the school day (early arrival/late dismissal) as part of their normal work load may also have an adjusted start/end time. However, if the assigned time is in excess of the normal scheduled teacher load, the teacher shall report at the regular starting time for teachers, shall assume a full schedule of duties, and shall receive additional compensation for the additional assigned time. Compensation in such instances shall be at the rate of one-sixth (1/6) if the teacher's annual base contract

**Commented [CMSD23]:** Here, the District actually did disagree.

salary, prorated based upon the teacher's 300 minutes of assigned time.

The District said that this proposal is important because of concerns that the Administration has about teachers who are currently teaching three or fewer preparations and working less than 300 minutes of instructional time (inclusive of passing) and who, under the current contract language, are entitled to receive additional pay for an "assignment" that otherwise is within their work and number of preparations.

The Fact-Finder acknowledged the interests of both parties with respect to their proposals. However, once again, acknowledging that the District is adamant that only a one-year contract can result, regardless of any recommendation that the Fact-Finder can make, she recommends that the current contract language be maintained.

Finally, with respect to Article 9., come proposals with respect to Section 14. Trades & Industry Program Assignments. The Union's final proposal is that the current contract language be maintained. The District proposes that this language be eliminated completely from the contract because it is vestigial since the courses in question are no longer a part of the curriculum provided by the District. Absent any information to the contrary from the Union, the Fact-Finder recommends that the District's proposal be adopted.

#### **ARTICLE 10 - SCHOOL ORGANIZATION AND TEACHING ASSIGNMENTS**

The parties have reached TAs on all but a few areas of the language to be contained in this article.

##### **Union Position:**

The Union has proposed that additional language be included in Section 3. Special Education Assignments. That language states that:

**Commented [CMSD24]:** Here is another reference to the expectation of a one year contract as the rationale for not addressing the parties' concerns around scheduling class assignments, despite ultimately recommending a 3 year contract.

In order to ensure that each School Psychologist completes an equitable number of Evaluation Team Reports (ETRs) in one school year, the District may establish a "cluster" approach in which two or more School Psychologists have a combined responsibility for ETRS and other job duties for a set number of schools, keeping in mind the caseload maximums established in the Ohio Operating Standards. For changes in student enrollment that impact service provider ratios after October 1, number 3 above will apply. School Psychologists, who are required to complete more than 55 ETRs shall be paid as follows: \$250. for each Evaluation Team Report (ETR) completed in one school year from 56 to 60 cases, \$500. for each Evaluation Team Report (ETR) completed in one school year over 60 cases.

**Commented [CMSD25]:** Actually, the District agreed to all but the highlighted language in this paragraph.

According to the Union, this proposal affords the District the greater flexibility it has sought to equalize the number of ETRs per Psychologist and, thus, to reduce expenditures for overages. It further stated that this language permits the District to reassign Psychologists based upon changes in student enrollment throughout the District. The District agreed to this language.

**Commented [CMSD26]:** As noted above, the District agreed to all but the highlighted language, for which we expected the Fact-Finder to make a recommendation.

Another area where the parties have been unable to reach resolution is in Section 3.D. The proposal made by the Union provides minor modification to the current contract language and states that:

Every intervention specialist will be given one day per month, without students, September through May, for the purpose of IEP development and caseload management. Schools will determine the process for providing this day 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 appropriate Academic Superintendent of the District.

The Union justified this expansion of time allotted to Interventions Specialists by claiming that they do not now have enough time to complete all the legally required documents **and** to meet with parents. This proposal, the Union said, remedies this problem by ensuring one

full day a month for the data collection, document compliances, parent contact, and IEP meetings necessary for that these Specialists to complete their required tasks.

The third proposal made by the Union pertains to Section 9. Classroom Integrity. That proposal is:

CMUSD and CTU recognize that any outside visitation has the potential to cause a disruption to the educational process. Therefore, any district employee not housed at the school will introduce themselves to the educators and students in the room and acknowledge the purpose of the visit. In addition, in order to avoid further disruption of the educational process, all visitors shall refrain from talking to students, going through the Bargaining Unit Member's desk, walking around the classroom, videotaping, taking pictures, etc. If the classroom professional requests no visitors for that day, this request shall be honored. The principal will provide a copy of all documentation generated by classroom visitors to the bargaining unit member at the bargaining unit member's request.

Inclusion of this proposal in the Union's final offer was made because the CEO had not finished his commitment, during Fact-Finding, to provide both policy and protocol that would address Classroom Integrity and be acceptable to the Union.

**District Position:**

With respect to Section 3., the District proposed additional language as follows:

In order to ensure that each School Psychologist completes an equitable number of Evaluation Team Reports (ETRs) in one school year, the District may assign additional cases to School Psychologists who are projected to have a smaller workload of ETRs in their current assignment for the school year. In order to ensure equitable ETR distribution, the District may establish a "cluster" approach in which two or more School Psychologists have a combined responsibility for ETRs and other job duties for a set number of schools, keeping in mind the caseload maximums established in the Ohio Operating Standards. School Psychologists who are required to complete more than 55 ETRs shall be paid as follows: \$250 for each Evaluation Team Report (ETR) completed in one school year from 56 to 60 cases. \$500 for each Evaluation Team Report (ETR) completed in one school year over 60 cases.

**Commented [CMSD27]:** As noted on page 25 above, the District and CTU has already agreed to this language as proposed, with one exception.

The District shared with the Fact-Finder that dispute over this language would go away if the CTU agreed to its proposal regarding the 200 minutes in Article 9.

**Commented [CMSD28]:** This is inaccurate.

Under this same article, the District agreed, in its final presentation to the Fact-Finder that, under B. Paraprofessionals and Sign Language/Educational Interpreters that it would accept the language in 2. "defined in Article 10, Section 6 (and Appendix M). Also in its final presentation to the Fact-Finder, the District advised that if the Union accepted its proposal with respect to the 200 minutes, then its counter proposal on Section 3.D. would be removed.

**Commented [CMSD29]:** This is inaccurate.

**Commented [CMSD30]:** This is inaccurate.

**Recommendations:**

**Commented [CMSD31]:** Under the SERB Guidelines, the Fact-Finder is obligated to recommend a resolution for each issue and cannot simply advise the parties to resolve the issue on their own. The Fact-Finder is required to make recommendations in contract language form (SERB Guidebook page 8). In this section the Fact-Finder does not do so, making it impossible for either party to know what they would be agreeing to when voting to accept or reject this report.

It was apparent during fact-finding that both parties have a strong, mutual interest in resolving their differences with respect to this article and have proposed means to do so. It was evident to the Fact-Finder that sufficient mutual interests existed that, with some additional, timely work by the small group of the negotiations teams from both parties, any differences over this language could be resolved.

Also apparent was that any disagreement over the proposed contract language, from the District's standpoint, does not hinge primarily on content here, but rather on leverage that the District seeks regarding the Article 9. The Fact-Finder well understands the uses of trade-offs in negotiations. However, in this instance, the one suggested by the District is not only likely to fail, but also in the course of its insistence, to sacrifice agreements in both articles that can move the parties forward toward achieving a new collective bargaining agreement. Therefore, the Fact-Finder cannot recommend in favor of the District's proposals.

With respect to Classroom Integrity, the CEO was given ample opportunity, during Fact-Finding, to learn what legitimate problems the Union complained of as reasons for

seeking the changes that it identified. The CEO did not disagree. The Fact-Finder knows that, during this process, the CEO only had an opportunity to draft a policy to address the concerns that the Union raised. In the interim between the fact-finding proceedings and this Report, the CEO should have had both time and opportunity to discuss the draft policy with the Union, and also to present a draft protocol to its representatives. If this has not yet been accomplished, then the Fact-Finder recommends that the CEO accomplish both of these tasks within five (5) working days of the date of this Report. No reasonable explanation exists why the parties should not be able to reach agreement on these items.

#### **ARTICLE 13 - TEACHER EVALUATION**

Evaluation and compensation are inextricably connected in the relationship between the District and the Union. This is a reason, but perhaps not the major reason(s) why evaluation is a high stakes issue for both parties.

They agreed to retain the current language in **Section 1. Teacher Development & Evaluation System (TDES)**, however, the District added the phrase "and enhance student learning" to paragraph A. The Union objected to this inclusion because bargaining unit members do not think that the current evaluation system contributes much, if anything, to student learning. Nevertheless, the Fact-Finder recommends this language because it makes **both** parties own and be accountable for ensuring that student learning is enhanced by the evaluation system.

No changes were made to paragraphs B. and C., thus, the Fact-Finder endorses the decision of both parties to maintain current contract language.

The parties reached a TA on new language that would now be Section 1.D. That language states, "For the purposes of this Article, "day" refers to work day.



The District proposed to retain the current contract language in most of what has now become paragraph E. This is where differences between the parties on the language contained in this article begin to emerge. The Union proposed that this language be changed to read as follows:

According to ORC 3311.80 and 3319.12, all teachers will receive an Effectiveness Rating each year. No more than 50% of the Effectiveness Rating shall be comprised of multiple measures of student achievement as described in D(1) below and no less than 50% shall reflect the performance as in the observation/evaluation process (i.e., the Teacher Performance Calculation, as outlined below). The Effectiveness Rating will be determined at the end of the school year and will be reported to the Ohio Department of Education.

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

- a. Where teacher-level value-added data is available and mandated under state law, the teacher's measure of student growth will be no more than half value-added and no less than half a student learning objective (SLOs).
- b. Where teacher-level, value-added data is unavailable or not mandated, the teacher's measure of student growth shall be no more than half vendor assessment data, where available and approved and no less than half student learning objectives (SLOs).
- c. Where no teacher-level value-added data is available and mandated or where no vendor assessment data is available, the teacher's measure of student growth shall be evenly distributed among two (2) student learning objectives (SLOs).

Rational was provided by the Union for these proposed changes. Under the current law, Student Growth Measures account for 50% of a teacher's Effectiveness Rating. No Child Left Behind was amended to allow states to reduce the number and effect of

**Commented [CMSD32]:** Once again, the District was never presented a proposal from the CTU that included this language. If this was presented to the Fact-Finder, it was not shared with the District team.

mandated standardized tests on students. According to the Union, there is a growing body of research to support the idea that students are over tested **and** that the amount of testing not only adversely affects students, *per se*, but also their educational opportunities in the classroom. The proposals that the Union has offered, it said, maintains the 50% required by current state law. The "no more than" and "no less than" language provides flexibility so that adjustments can easily be made if state legislation is amended to reduce the mandatory percentages. The proposals also equalize the percentages of the two required student growth measures to ensure that both of the required measures actually count in a teacher's evaluation. When one student growth measure is worth 35% and one is worth only 15%, the Union contended that the latter measure is overshadows the former measure and the statutory requirement for "multiple measures" is not honored".

The District was not adverse to changes that the Union proposed to tie the contract language into the law. The Fact-Finder therefore recommends that these changes be adopted. She also agrees with the flexibility that the Union's proposed language provides if the law changes and, thus, recommends that this language be incorporated into contract language forthcoming from this proceeding.

Both parties amended the language currently contained in paragraph c. The District retained the current contract language and added that student growth shall be "two (2)" student learning objectives, "each valued at 25%". In its final proposal, the Union offered language with respect to paragraph c. which states that:

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

The Union justified this change by asserting that it equalizes the percentages of the two required student growth measures to ensure that both of the required student growth measures actually count in a teacher's evaluation. When one student growth measure is worth 35% and one is worth only 15%, then the 15% measure is overshadowed by the 35% growth measure and the statutory requirement for "multiple measures" is not met.

At the conclusion of these proceedings, the District was not adverse to equalization of the measures and, thus, the Fact-Finder recommends that equalization be included in any language that the parties adopt in the next contract language.

The Union modified the language currently contained in paragraph d. because this is one of the two places in the article that references what happens to the growth measures for Related Service Providers (RSPs) and other certified/licensed bargaining unit members who do not teach students in traditional classrooms. This group includes physical therapists, occupational therapists, speech language pathologists, school nurses, and others. Under the current contract language, the Union said that it is not possible for RSPs and others similarly situated to ever receive a rating of "Accomplished" or "Ineffective". According to the Union, its proposal reflects a fair practice for the RSPs and others who do not teach students in traditional classrooms to default to their growth measure rating from their TDES Observation rating. The Union firmly rejects any District proposal to apply "shared attribution" to these bargaining unit members because this is neither a valid nor a reliable measure of the work these members do every day.

The District, in its proposal, deleted paragraph d. entirely because, as will be discussed subsequently, it addressed the content elsewhere in its proposals. Regardless, the Fact-Finder rejects any District proposal to use "shared attribution" because it does not

**Commented [CMSD33]:** Again, this is simply not an accurate statement. Two measures are captured and calculated here. What weight should be assigned is unrelated to what constitutes "multiple measures".

**Commented [CMSD34]:** This is inaccurate statement of the District's position.

recognize accomplishments of those affected, while subjecting them to the vagaries of what others, over whom they have no control, do or fail to do. The Fact-Finder further recognizes that RSPs and related personnel should not, under any creditable evaluation system, be subjected to the same measures that apply to teachers because their circumstances are different with distinction and should be evaluated accordingly.

Both parties altered the language contained in the concluding paragraph of what is now Section 1.E. They are in substantial agreement about the content but for critical language which now mandates that "percentages attributed to measures of student growth will be revisited annually and may be jointly revisited to reflect the lessons learned. . ." Consistent with its endeavor to retreat from provisions in the current contract that require administrators to do certain things, much less work "jointly" with the Union/bargaining unit members, the District proposed that this language be revised to state that, "The percentages attributed to measures of student growth may be revised to reflect the lessons learned . . ." Although retreat/retrenchment may seem appealing to the District as a short-term solution, the Fact-Finder cannot recommend the language that it proposed not only because it helps to further destroy any semblance of collaboration between the parties, but also because if this language is included in the contract, the rationale for this destruction will be memorialized; something that the Fact-Finder is unwilling to recommend.

The parties are in agreement regarding the introductory language to what is now Section 1.F, except that the word "ratings" is capitalized in the District's proposal. The Fact-Finder recommends that this change be adopted. Thereafter, the proposals made by the parties begin to diverge in major proportions. The change that the Union would make to this item would state that:

A teacher receiving an effectiveness rating of "Accomplished" will be evaluated every two years. A limited or extended limited contract teacher receiving an effectiveness rating of "Accomplished" will be given a multi-year limited or extended limited contract to coincide with the two year evaluation cycle. A teacher with an effectiveness rating of "Accomplished" choosing to take the exemption for the next year will not have the ability to earn the \$5,000 stipend for the year of the exemption. However, if the teacher rated "Accomplished" chooses to undergo the full evaluation cycle for the subsequent year, then he/she is eligible to earn the \$5,000 stipend should he/she be rated "Accomplished" for that year. The biennial evaluation will be completed in accordance with the above timelines during the evaluation year.

**Commented [CMSD35]:** Once again, the District was never presented a proposal for Article 13 from the CTU that included this language. If this was presented to the Fact-Finder, it was not shared with the District team.

The justification that the Union provided for this language is that, for limited or extended limited contract teachers, its proposal reflects an agreement reached by the parties last year and reflects current practice. The remainder of the paragraph is tied to the Union's Article 30 proposal to give a choice to a teacher receiving a rating of "Accomplished" to have a one year exemption from observation and student growth measures.

**Commented [CMSD36]:** That was a one-time agreement to ensure compliance with ORC 3311.80.

The District added two other sections to what is now Section 1.F. The Fact-Finder cannot recommend any of this language because, to do so, would incorporate significant new language into the collective bargaining agreement that will undoubtedly remain there even though the District insists that it can only agree to a one-year deal for economic reasons.

**Commented [CMSD37]:** Section 1F refers to the electronic portal, which was a housekeeping change agreed to by both parties. The District does not know what other changes the Fact Finder is referencing in this paragraph.

The Union sought to incorporate language from a grievance settlement stating that:

**Commented [CMSD38]:** Here is yet another reference to the expectation of a one year contract as the rationale for not addressing the parties' concerns around teacher evaluation, despite ultimately recommending a 3 year contract.

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

**Commented [CMSD39]:** Here again, the District was never presented this proposal for Article 13 from the CTU that included this language. If this was presented to the Fact-Finder, it was not shared with the District team.

address concerns at the building level, and may then bring those concerns to the TDES Steering Committee for resolution.

The Fact-Finder understands the origin of this language, however, absent a lot more background and negotiations between the parties on same, she is loath to even begin to recommend this language, much less to suggest that it be incorporated into the contract.

The District proposed a change to what will now be Section 1. H. According to the proposal, the language will state that:

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

The Fact-Finder recommends that this language be adopted. It makes appropriate use of the Workday technology that the District has purchased by expediting the transmission of information and includes TDES co-chairs in the loop.

Another of the District's proposals endeavored to substantially revise the Appeals Process set forth in what will now be Section 1. paragraph I. The Fact-Finder rejected the District's proposals because changes of this magnitude should not be made without at least significant discussion with the Union which, as far as the Fact-Finder could tell, have not occurred. She therefore recommends that the current contract language be maintained.

The District also made proposals for adding a lot of language to what will now be Section 1.J. Much of this language relates to coupling evaluation to the Workday system. Since the District has not even rolled out this system, much less determined whether or not it works. The Fact-Finder therefore has determined that these proposals are premature and are far too extensive to be incorporated into the contract now, especially absent serious negotiations with the Union.

**Commented [CMSD40]:** Once again, the Fact-Finder has characterized current contract language as a district proposal. This is actually current contract language, Article 13, Section 1.G – page 55.

**Commented [CMSD41]:** This is again inaccurate. The District does not reference "Workday" anywhere in its Article 13 proposal.

With respect to what will now be Section 1., paragraph L, both parties made proposals for change, however, the Fact-Finder was not convinced that that either should be adopted. She therefore recommends that the current contract language be maintained.

The most controversial part of this article concerns proposals made to modify the language contained in Section 2. TDES Timelines/Procedures. To support the changes that the District proposed, it provided its evaluation consultant, Dr. Paula Bevan's expert testimony and that of another District employee. The Fact-Finder was interested in this testimony having taught compensation, evaluation, and motivation at the university level for several years. From this testimony and representations made by both parties separately, the Fact-Finder drew the following conclusions and recommends accordingly:

1. In order for an evaluation system to work for the interests of both parties, **and** the students that they serve, it should be designed collaboratively. While some progress has been made, distrust between the parties has forestalled much that needs to be accomplished to complete this effort. It is critical, now, for the parties decide how much holding to adversarial postures means to them and to their constituents, **and** to enhancement of student learning.

2. To pave the way forward, the Fact-Finder strongly recommends that both parties concentrate on evaluation and motivation, as opposed to evaluation and regression as seems to be the goal of the District's proposals.

3. The Fact-Finder noted Dr. Bevan's presentation about the subjectivity of information acquired through observation, as opposed to what she (and others) claimed to be the valid and reliable information collected through assessments based upon statistical models. However, the Fact-Finder knows, and there is supporting research, that assessments based upon these models is flawed. Statistical management should not be a large basis upon which teacher evaluations are based.

3. The Fact-Finder recommends that both observation and assessments be given equal weight in determining what a teacher's evaluation shall be. Despite Dr. Bevan's presentation about the subjectivity of information acquired through observation, the Fact-Finder also knows that assessments based upon statistical models are not as valid and reliable as she indicated.

**Commented [CMSD42]:** Once again, under the SERB Guidelines, the Fact-Finder is obligated to recommend a resolution for each issue and cannot simply advise the parties to resolve the issue on their own, as she has done here. The Fact-Finder is required to make recommendations in contract language form (SERB Guidebook page 8). Once again, in this section the Fact-Finder fails to recommend contract language for the parties to consider, making it impossible for either party to know what they would be agreeing to when voting to accept or reject this report.

**Commented [CMSD43]:** This is the law and already done; neither party proposed to change this.

Indeed, there is credible research that affirms this.

4. The Fact-Finder also understands that there are problems with the administration of observations; some of which arise because of the time that a teacher enters employment with the District. She agrees with Dr. Bevan's prescriptions about how observational evaluation **should** be conducted to obtain good results. However, the Union provided evidence, including an example that occurred during the Fact-Finding proceedings, that these prescriptions are not always followed by administrators, but still affect a teacher's evaluation. An important interest that the District has had during negotiations and in the fact-finding proceedings is to assert and/or to re-establish administrative control. Where this matter is concerned, the Fact-Finder therefore recommends that the CEO exercise the authority that he already has to quickly remedy situations where administrators abuse the *bona fide* process of observational evaluation and to make sure that when such abuses occur, that the results of flawed observations are not counted against the teacher in question.

The Fact-Finder also recognizes that some teachers may enter the District's employ at various times after the commencement of the school year. In some cases, this may not pose a problem because sufficient time can still exist to utilize Dr. Bevan's prescriptions for conducting observations. In others, this poses a problem which has tended to result in administrators collapsing the observational time, which can be detrimental to both the teacher involved and to student learning. Given the interest that both parties in having a valid and reliable evaluation system, and in student learning, the Fact-Finder strongly recommends that they return to the negotiations table to collaboratively work out this problem.

5. The Fact-Finder was not impressed by the way that Dr. Bevan explained how the District's proposed evaluation system would work when a teacher was on the border line between being advanced to another level or not. It was clear from this presentation that Dr. Bevan was advocating for the District to make the tipping point always work toward placing the teacher in the lower level. Judicious note also was made that Dr. Bevan is the person who will break a tie when a question arises of which way the tipping point shall go. She has already made it clear what her decision would be and, thus, should be disqualified from being the tie-breaker in such instances. Therefore, in the interest of fairness, it is incumbent upon the parties to find another person to take this role.

6. The parties were close, if not in agreement, that the mania for student testing that has been worshiped by some educators (and some members of the public) for over a decade has not only encroached seriously on a teacher's opportunity to educate students, raised student anxiety levels

**Commented [CMSD44]:** The District does believe they have a responsibility to correcting bona fide problems and shared examples of how mistakes by administrators have been corrected and teachers held harmless. The District has never argued for a system where mistakes are ignored or where teachers are harmed by administrator error. The District does expect, consistent with the current CBA, that teachers assume their shared responsibility for the system as well.

**Commented [CMSD45]:** Dr. Bevan was describing "Preponderance of Evidence", an already agreed upon process by CMSD/CTU as reflected in the CBA, Article 13, Section 2.C.5 (page 58) and defined in the TDES Glossary of Terms (#5) in Appendix U of the Contract (Page 226). Dr. Bevan was simply explaining the current process and the "preponderance of the evidence" standard used not only in TDES but with OTES throughout the state.

**Commented [CMSD46]:** Dr. Bevan was actually jointly selected by CMSD and CTU, having worked with the parties since 2010.



and can be off-putting in terms of attendance, and may not be as depositive as once thought as an evaluation measure of whether or not a teacher's performance is enhancing student learning.

7. The Fact-Finder noted Dr. Bevan's comments about how teachers could manipulate targets to lower expectations in order to receive more credit when these expectations were exceeded. The District proposed that this could be remedied by putting administrators in control of target setting. The Fact-Finder believes that this would be trading one alleged problem for another because administrators are well aware that the District seeks, as Dr. Bevan has recommended, to made it harder for teachers to reach "Accomplished", maybe even "Skilled" so that costs can be controlled.

Despite the Fact-Finders knowledge about compensation and evaluation, given the complexities of the prescriptions contained in this article, it would be presumptuous of her to make other recommendations about changes in this language and in other language related thereto. The only recommendation that is left to the Fact-Finder to make is that the parties continue the collaborative work that they began during this process to resolve their differences regarding the content of this article in the best interests of both **and** to "enhance student learning.

## ARTICLE 20 - ATTENDANCE POLICY

### Union Position

The CTU stated that it remains committed to working with the District on implementation of the Workday system. It believes that the proposal it has offered honors this commitment. According to the Union, the District's proposal changes long-standing contract language for an unknown and untested system not currently in existence which will fundamentally change the way that members report to work, interact with payroll, and in other significant respects. That system will, indeed, shift a lot of burdens from District

**Commented [CMSD47]:** The District absolutely rejects the notion that there is a desire by the administration to make it harder for teachers to reach "Accomplished" or "Skilled" in order to control costs. District documentation on TDES / Diff Comp movement proves otherwise.

administration to bargaining unit members. The Union is a transition that cannot agree to, at a minimum without safeguards, and certainly within the time frame envisioned by the District.

To wit, the Union said that the District's proposal does not reflect the commitments made by the District and by Workday representatives in meetings held with CTU representatives on Workday. According to the Union, its representatives were led to believe that bargaining unit members would not have a lot of interaction with the system. It would not be used for clock in and clock out -- that would be unprofessional. Also, the system would not be used for discipline. The Union's understand was that bargaining unit members could view their personnel and human resources records, but would not be tracking their payroll. The Union said that this whole picture changed when the parties entered negotiations.

The District has been planning the implementation of Workday for over a year. During that time, the Union maintained that the District has not been collaborating on the implementation and, thus far, reiterated its concern that only vague answers to specific questions were provided during the few meetings that were held. According to the Union, the District has a history of purchasing and implementing wide-scale software applications without any input from the CTU. This has resulted, the Union said, in numerous on-going problems.

The Union also is very opposed to what it characterizes as the incorporation of punitive measures which easily allow the District to withhold pay from members and to unilaterally change reporting procedures.

As a result of these concerns, the Union's last proposal is to maintain the current contract language.

**Commented [CMSD48]:** The District does have a collaborative design team in place and CTU representation has been invited to participate.

**District Position:**

The District is adamant that there must be contract language, not an MOU, to address the critical issue of attendance policy. It asserted that the CTU has been invited to participate in collaborative discussions, but has not responded to this invitation. The District also stressed that the language it is proposing must be adopted to keep pace with innovations it is making in systems, payroll, and human resources management. These changes are necessary for both efficiency and timely communication of information. In the District's words, "There simply will not be paper anymore" in the very near future. Consequently, failure to utilize the system properly will be the only evidence that the District has to establish, for example, teacher misbehavior.

Accordingly, the District proposed the following language be incorporated into the contract:

The District and CTU agree as follows:

**Implementation of a New Human Capital Management and Payroll (HCMP) System.**

During the 2016-2017 school year, the District will implement a new electronic Human Capital Management and Payroll (HCMP) system which will require changes in attendance policies as outlined below. In the event of a delay in the transition to the new HCMP, the District will communicate such delay to all bargaining unit member by email and will provide an updated implementation timeline, including the scheduling of training and support, to the Union. It is anticipated HCMP will be effective December 17, 2016. The attendance regulations under the HCMP, which will take effect on December 17, 2016, are set forth below.

Workday is designed to increase the efficiency of districtwide operations. The District shall not utilize Workday data without due process, to withhold, deduct, or otherwise delay or refuse to pay the wages of an employee if the member has submitted time and attendance data in accordance using District processes, and unless the bargaining unit member is on authorized unpaid

**Commented [CMSD49]:** The Fact-Finder's statement that the district is unwilling to consider an MOU on this issue is inaccurate.

absence or has been provided due process as otherwise required by Article 20 of the CBA.

A. Attendance Reporting Practices Under the HCMP

1. Employees will begin using the District's standardized electronic Human Capital Management and Payroll (HCMP) system. Employees will check-in and check-out on a daily basis using the HCMP. Employees will also record special pay events, such as class coverages in the HCMP.

2. Employees may check-in prior to their regular starting time; however, non-certified employees who check-in early will not be expected to, and will not, start work earlier than their regular starting time and will not be eligible for overtime pay unless pre-authorized by the supervisor/principal and document as a special pay even in the HCMP.

3. On a bi-weekly basis, all employees must validate all of the entries on their HCMP time sheet for that two week period and submit their HCMP time sheets electronically. Those time sheets will be routed to a time-keeper (typically the school secretary) for validation and to correct errors. Any corrections will be reflected on the employee's time sheet prior to submission to payroll. If the time sheet is rejected, the employee will be notified and will address the concern and resubmit the timesheet. Once the time sheet is validated by the timekeeper, it will be routed to the employee's principal/supervisor for approval. An employee will not be docked pay without the opportunity to correct any concerns on the time sheet.

4. Any employee who failed to timely submit the time sheet to the time-keeper for the applicable pay period will receive notifications to submit and/or correct his/her time sheet prior [to] the deadline for submission. If the employee fails to submit or [to] correct the time sheet, then the employee will not be paid until the week following proper submission of the time sheet.

5. Multiple training sessions will be provided for all bargaining unit members during the two months prior to the December 17 implementation. As part of the training session, members will be provided with information as to how to obtain support for use of the HCMP and what the employee is supposed to do in the event that the HCMP is not working.

6. From December 17, 2015 to January 17, 2017, during the initial transition to the HCMP, employee errors will be viewed as training opportunities. Employees will receive assistance in correcting these errors from the HCMP Help Desk.

B. Absence Reporting Practices Under the HCMP

1. Bargaining unit members who require a substitute during their absence will report their absence in the District's electronic substitute system. The substitute system will automatically report that bargaining unit member's absence to the member's HCMP time sheet.

2. Bargaining unit members who do not require a substitute during their absence will report their absence directly in the HCMP. Training and implementation support for this absence reporting process will be provided as indicated in A(3) and A(4) above.

3. Annually, the Principal and UCC shall, by written mutual agreement, agree to any additional absence reporting process necessary to ensure the effective management of the school/department (e.g., call/text the principal to notify of absence).

4. Employees must report all absences prior to the start of their work time, or as soon thereafter as possible. If an employee fails to report his/her absence, the employee will be considered absent without leave until a reasonable explanation is subsequently provided.

C. Attendance Recordkeeping Under HCMP

1. Sick Leave - Employees will electronically provide the information required by the Ohio Revised Code Section 3319.141 upon returning to work as currently provided in Appendix F., the Employee Statement to Justify the Use of Sick Leave Form. Training and implementation support for this attendance reporting process will be provided as indicated in A(3) and A(4) above.

2. Special Privilege Leave/Unpaid Leave - Bargaining unit members will request Special Privilege Leave and Unpaid Leave electronically in the HCMP. Training and implementation support for this process will be provided as indicated in A(3) and A(4) above.

3. Extended Leaves of Absence - Bargaining unit members will request Leaves of Absence, as defined in Article 21, electronically in the HCMP. Required Return to Work Authorizations will also be submitted electronically. Training and implementation support for this process will be provided as indicated in A(3) and A(4).

D. Tardiness/Early Departure Record Keeping Under HCMP

Bargaining unit members will report tardiness and early

departures using the HCMP system. Bi-weekly, employees will verify the accuracy of this reporting as outlined in A(2) above. Training and implementation support for this tardiness/early departure process will be provided as indicated in A(3) and A (4) above. Supervisors must have a written procedure informing employees where, when and whom to call to report tardiness. Each employee who anticipates being tardy must inform his/her supervisor by telephone as early as possible. Annually, the Principal and the UCC shall by written mutual agreement agree to any additional tardiness/early departure reporting practices necessary to ensure the effective management of the school/department.

The CTU will be invited to meetings and training concerning the development and implementation of Workday. The Intervention Team identified in Article 25, Section 3 (Tentative Agreement) will be utilized to intervene and resolve building level concerns regarding Workday implementation.

Otherwise, the District proposed that, "All provisions of the CBA shall be in full force and effect except those mutually agreed to be modified".

**Recommendation:**

The Fact-Finder understands the District's legitimate interest in capitalizing on technology to enable more efficient management of its system, payroll, and human resources program. She cannot, however, recommend in favor of adopting the language that the District has proposed. The District must recognize that the HCMP is a radical departure from what **both** bargaining unit members and its administrators/staff have been accustomed to. Furthermore, although the District "anticipates" that roll out of the HCMP will be ready by December 17, 2106, and requires compliance by bargaining unit members one month thereafter, there is no assurance that the District can deliver, much less providing the training it describes and having support for bargaining unit members in place.

Furthermore, the roll out of the District's proposal would occur in mid-year, thus distracting **both** administrators and bargaining unit members from the already challenging

work that they have to perform on a daily basis to ensure that students in the District are well served. Note was made, too, that the District's proposal only allows one month for bargaining unit members to be fully compliant with the HCMP; this assuming that the support that the District alleges will be available. Given the scope and magnitude of the changes that the District proposes and its failure to demonstrate that the assistance indicated **shall** be available to bargaining unit members, again, the Fact-Finder declines to recommend the District's proposals.

There are more reasons why the Fact-Finder cannot recommend to adopt the District's proposal. For example, one provision depends on the administrator doing certain things. The District believes that all administrators will comply. However, if an administrator delays or fails to comply with the District's prescriptions, its proposal does not contain provision for what relief shall be available for affected bargaining unit members.

It was interesting to the Fact-Finder that the new system that the District proposes uses the language "human capital". This language would suggest that the District has given even more recognition to the people in the bargaining unit than the heretofore commonly used "human resources". However, when the Fact-Finder examined the District's proposals, she did not see it this way, nor did the terms and conditions set forth in the District's proposal dissuade her from this impression. The elimination of paperwork is justifiable, but dehumanizing **human** resources management is not. To paraphrase a long recognized concept, 'people are the most important resource that an organization has'. This certainly is true where the District is concerned given its mission and its need for those human resources in the bargaining unit to do their very best to educate students so that students

can be retained and more recruited to ensure both student education **and** the District's survival.

To wit, the Fact-Finder's impression is that some of the prescriptions that the District seeks to place on bargaining unit members, through the HCMP system, are reminiscent of those used in industrial settings. For example, clocking in and out is an anathema to professionals.

For decades, research and practice have both shown that one of the tasks that managers dislike most, and therefore may try to avoid, is disciplining employees. Hence the origin of doing so on a Friday afternoon. When an employee's income, even his/her job can be in jeopardy, notification of this electronically can be both terrifying, insulting, or both, even when the employee knows that he/she is culpable of the offense claimed. Despite amazing changes in parts of the workforce in terms of competence in using technology, this has not transformed how **people** feel and how well they are able to respond, much less electronically, when confronted with the prospect of disciplinary action. The Fact-Finder endorses the District's effort to maintain disciplinary records in the HCMP. However, she strongly recommends that the parties revisit, in their negotiations subsequent to issuance of this Report, whether the remainder of this application can be adapted to humanize the application now envisioned by the HCMP.

Neither acceptance of change nor change management are easy. From what the Fact-Finder could discern, the Union and its bargaining unit members perceive the introduction of the HCMP as another 'top down' move by the District based upon its decision to purchase this expensive system and then to impose it on the bargaining unit. That perception may or not be true, but perception is reality for those concerned. This perception needs to be



changed if the HCMP system is going to work without creating havoc in the relationship between the parties. The Fact-Finder has suggested areas where accommodation needs to be made. Given the limited amount of time that the Fact-Finder had with the parties, she does not, and cannot, claim that the observation and recommendation that she has made are, nor can they be, all inclusive of what may need to be done to manage the transition to the HCMP. She therefore recommends that the parties rejoin their collaborative efforts after issuance of this Report and, if necessary, to retain the services of a change management expert, to aid them in reaching agreement on this article.

#### ARTICLE 21 - LEAVES OF ABSENCE

The parties have reached tentative agreement on changes to this article. The District proposed one change that was not agreed to. At the conclusion of the fact-finding proceedings, this was the only thing that remained on the table with respect to this article. The sentence that the District proposed involves leaves of absence, including intermittent leave, being subjected to FMLA limitation. The Fact-Finder understands that the District is concerned about leave abuse. This is a legitimate and important concern. The Fact-Finder believes that if administrators effectively utilized methods that are already at hand, that the concern expressed in the District's proposal would largely be addressed.

Nevertheless, the Fact-Finder credited the problem that administrators said motivated the change proposed. That is, especially where intermittent leave is concerned, bargaining unit members do not always notify administrators when their physician makes a change in such leave, either up or down, or to end it completely. The result is, the District's administrators said, that they do not know whether when additional leave is taken that a physician has authorized it and, similarly, they do not know when a physician has either

**Commented [CMSD50]:** Once again, under the SERB Guidelines, the Fact-Finder is obligated to recommend a resolution for each issue and cannot simply advise the parties to resolve the issue on their own. The Fact-Finder is required to make recommendations in contract language form (SERB Guidebook page 8). In this section the Fact-Finder does not do so instead, directing the parties to return to bargaining, making it impossible for either party to know what they would be agreeing to when voting to accept or reject this report.

**Commented [CMSD51]:** The District had no proposal for fact-finding on Article 21.

reduced the leave previously authorized or eliminated it entirely. These are legitimate concerns.

The Fact-Finder can recommend a remedy for this problem by incorporating language into this article as follows (or some version thereof):

When a bargaining unit member's physician makes any change in authorization for intermittent leave, including, but not limited to elimination of the need for such leave, then the member shall provide written document of the change and the reason for it (without divulging medical information protected by HIPPA), signed by his/her physician, to his/her administrator/supervisor within two working days of the date on which the member receives notice of the change from his/her physician. Failure to timely provide this information may result in disciplinary action, up to and including discharge.

Otherwise, the Fact-Finder has no intention of disturbing the positive accomplishments that the parties made jointly during this proceeding or the agreements that they share where the current contract language is concerned.

**ARTICLE 23 - WORKING CONDITIONS FOR SPECIAL GROUPS -  
CERTIFIED PERSONNEL**

The parties worked hard and collaborated during fact-finding to reach agreement on changes to this article save for language contained in Section 3. School Nurses. This work is therefore recommended by the Fact-Finder.

**Union Position:**

The Union sought to change the current contract language in Section 3,P. to state that:

The supervisor of the Nurses shall post all extra assignments outside of the school day at CMSD events electronically to all eligible Nurses. The assignments will be given based on system seniority and compensated at the prorated daily rate.

The justification that the Union gave for this proposal is that selection by seniority follows the practice currently used by the District. Also, the District is, and has been, paying nurses \$50. for each even regardless of the length of time the event entails. This is not a negotiated rate and is not consistent with any negotiated rate for any other licensed/certificated bargaining unit member. Indeed, the Union purported that this is the same rate that the District pays o ticket takers at events.

Furthermore, the Union said that these events can last anywhere from one hour to all day. A nurse's responsibility during athletic events includes providing medical care not only to student athletes, but also to any other individual in attendance at the event. According to the Union, its proposal clarifies the selection process **and** provides for an appropriate rate of compensation for the expert service and time that nurses expend, and is comparable to the rate currently being paid to other CTU bargaining unit members.

**District Proposal:**

The District rejected the Union's proposal and offered the following language instead:

Consistent with past practice, nurses accepting extra assignments to cover athletic events shall be paid \$50.00 per event (e.g., JV football games, High School Basketball games) and nurses accepting extra assignments to provide training (e.g., CPR) shall be compensated at their prorated daily rate.

In support of this proposal, the District contended that the remuneration provided to nurses by its proposal is consistent with prevailing practice in the community.

**Recommendation:**

The Fact-Finder recognizes that one of the only opportunities that the Union has to codify or to change past practice is during contract negotiation. It has put the District on notice that it want to do both as a result of these negotiations. The Fact-Finder noted that

the District did not oppose the Union's proposals to incorporate assignment by seniority and electronic notification into the contract. She therefore recommends that these Union proposals be adopted.

The Fact-Finder knows that the District made an effort to find out the prevailing rate. Based upon the inquiries that the District made, it determined that \$50. for engaging in any even outside of the CMSD school day is still adequate. The Fact-Finder was not privy to what was asked in the District's inquiries.

Based upon the presentations of both parties, the Fact-Finder is at a loss to understand why a nurse would agree to the assignments in question? These events are of uncertain duration and their professional expertise is required for the protection of all concerned, including the District. Therefore, the Fact-Finder determined that paying a flat fee for this time is antiquated and does not recognize that events where nurses serve may vary considerably in duration. If the District wants to be able to recruit and retain qualified nurses, much less have them accept extra assignments, then it must realize that changes need to be made in their compensation for this work. The Fact-Finder therefore recommends that the Union's proposal be adopted that nurses agreeing to provide this service be selected on the basis of seniority and be compensated at a prorated daily rate for the time that they actually spend at events outside of the CMSD school day.

#### **ARTICLE 30 - WAGES**

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

The parties have maintained the first sentence. The Union added language stating that, "Prior to placing any new hire on the Differentiated Compensation System, the District

will review and confirm the proposed placement with the CTU President or his/her designee". Although the District did not agree, the Fact-Finder recommends adoption of this language as good practice.

## **Section 2. Wages and Other Compensation**

A. Effective with the 2016-2017 school year, all bargaining unit members will receive. . . This language is unchanged from the current contract.

The Union proposed a 2% increase in base salary after all movements on the CDCS salary schedule have occurred at the conclusion of the 2015-2016 school year. It also removed most of the remaining language in this section, save for the final sentence which the Union crafted to state that, "All salary schedules in this Agreement, including differentials shall likewise be increased by two percent (2%). The Union rationalized these adjustments by stating that the 2% raise reflects what other bargaining units have received from the District for the 2016-2017 school year and what the District has budgeted for the 2016-2017 school year as reflected in its Five-Year Forecast.

The District's final offer was very different. One and twenty-two one hundredth of a percent (1.22%) increase in base salary for bargaining unit members. There would be no increase in differential costs. These would remain at the 2012-2013 level. The District explained that the Union did not accept a 2% increase when it was offered, but rather chose to engage in extended negotiations. There is a cost to the time that both administrators and bargaining unit members spent there. And now, as a result of impasse and the costs associated with the fact-finding proceeding, the District no longer has the money available in the budget to offer a 2% base salary increase, much less any increase in differentials.

**Commented [CMSD52]:** This is another instance in which the District was never presented a proposal from the CTU that included this wage package. If this was presented to the Fact-Finder, it was not shared with the District team.

**Commented [CMSD53]:** This statement is completely false. These representations were never made to the Fact Finder.

Pay for supplemental employees, like the band director, football coach, etc. was addressed by the District in Appendix T. The language specific to the District's wage proposal states that:

Assignment to and retention in these Supplemental Stipend positions is based upon performance, District needs and resources. The Leader would have partial release time and receive a \$2,500 stipend. The Expert will have full release time and receive a \$5,000 stipend.

The Fact-Finder cannot recommend in favor of the District's proposal. Punishing bargaining unit members because the Union engaged in robust negotiations can only have a chilling effect on future contract negotiations and on the already damaged relationship between the parties in the meantime. Furthermore, the Fact-Finder reminds the District that it was the party that walked out of the negotiations in February of 2016. This standoff between the parties is counterproductive. The District must recognize that, even if its proposals were accepted, not just morale, but also its ability to attract and retain qualified personnel cannot help but be affected. How would this move the District forward and enhance student learning?

The District complained because the Union's somewhat complex wage proposal was presented when the time allotted for fact-finding was diminished. It can blame the Fact-Finder for this. She had to make a judgment call. Small groups comprised of members for the District and the Union bargaining teams were making progress which resulted in a number of TAs and narrowing of differences on other issues. Thus, maintaining this momentum proved to be worthwhile.

To remedy this complaint and the other concerns that the Fact-Finder has expressed about the current status of the parties' positions on wages, she strongly recommends that

**Commented [CMSD54]:** Again, this is inaccurate. The Fact-Finder appears to be confusing Appendix A with Appendix T.

**Commented [CMSD55]:** For the Fact-Finder to suggest that this wage proposal was offered in order to punish the union for choosing to bargain or that the money was no longer available is not only false, but also serves to unnecessarily further enflame already difficult negotiations.

appropriate personnel for the District and the Union bargaining teams meet in small group session to carefully explore whether possibilities exist for agreement within the modified CDCS proposed by the Union and the District's budgetary constraints. The Fact-Finder is not willing to be party to further dismantling, either by neglect or by design, or both, of the CDCS.

B. The language in this section dealt with compensation for paraprofessionals. The Union has removed this language entirely from this article.. This does not mean, however, that the Union ignored their legitimate needs for much improved compensation. These were addressed in both Section A. and in Appendix A. **Although the District has not done so, both parties agree that paraprofessionals shall be compensated in accordance with the classified salary schedule compensation and address this in Appendix A.** They also agree that there is an urgent need to provide a long overdue, substantial increase in paraprofessional compensation and that it should not take an occupant of this classification thirty years to achieve a mere \$6,000 more pay. The District is having a lot of difficulty attracting and retaining quality paraprofessional personnel.

**Commented [CMSD56]:** Once again, this is factually inaccurate.

The Union said that the proposals it makes provide a living wage and mirrors the licensed/certificated substitute pay structure. Accordingly:

<u>Inexperienced Substitute</u>	<u>2016-2017</u>
A. Per Hour-Day-to-Day	\$15.00
B. Per Hour on the 6th day & each succeeding day in the same assignment	\$15,75
<hr/>	
<u>*Experienced Substitutes</u>	<u>2016-2017</u>
A. Per hour - Day-to-Day	\$16.00
B. Per hour on the 6th day & each succeeding day in the same assignment	\$16.75

\*Those who have had two or more years of regular substitute

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

The District's proposal is more complex:

For each event when the paraprofessional acts as a substitute for an absent paraprofessional, as directed by their building principal, which increases their responsibilities beyond their regular assignment (i.e., paraprofessional covering two classes simultaneously or serving the needs of another paraprofessional's students while simultaneously completing their regular assignment), the paraprofessional will be paid the maximum hourly rate for a substitute instructional aide. The paraprofessional accepting this substitute event will be paid in thirty (30) minute increments in which an assignment for less than thirty (30) minutes would be paid one half of the hourly rate for that substitute event (e.g., a 20 minute substitute event = 1/2 hour payment; 80 minute substitute event = 1/2 hour payment). This would not apply to a situation in which a paraprofessional is able to cover an assignment where the paraprofessional is available due to the lack of students (i.e., PCIA who has no students during a period and is serving as a substitute will not be eligible for additional pay). Paraprofessionals cannot be paid for coverages of relief time breaks of other paraprofessionals as defined in Article 24 Section 2(M).

**Commented [CMSD57]:** The "proposal" the Fact-Finder is referencing here is actually a Tentative Agreement reached between the parties in Article 10, Section B.2.

The Fact-Finder understands what both parties are attempting to accomplish through these proposals. The Union has provided an entirely separate wage scale to address paraprofessional compensation which also is reflective of changes in the minimum wage that have been occurring all over the country. It is also much easier to administer than the District's proposal. However, the Fact-Finder also recognizes that there is merit to the specifications that the District has in terms of when additional payments shall be made. The Fact-Finder therefore recommends that representatives of the District's and of the Union's negotiating teams meet in small group session to work out a prorated means of applying the scheme proposed by the Union **without** destroying the intent to substantially improve



paraprofessional compensation or creating the appearance that they are being nickel and dimed into improved pay. Regardless of what the final numbers are, this is an expense that the District must find a way to afford in its budget.

This having been said, the Fact-Finder recognizes that both parties have provided extensive information (District Exhibit A and Union Appendix A) about how they want the CDCS and evaluation to work with respect to paraprofessionals and sign language interpreters, as well as others in the bargaining unit. Clearly, there are areas where adjustments need to be made, for example testing coordinator. These are, however, matters for the parties to work out and not for a Fact-Finder who has spent one week with the parties discussing a myriad of complex issues.

C. The current language states that, "Any teacher hired on or after July 1, [2016] will be placed on the CDCS Schedule based on procedures as outlined by the CDCS Joint Oversight Committee. The District's final proposal eliminated the language, "Any teacher hired on or after July 1, [2016]". The Union's final proposal retained this language, but eliminated the phrase "by the CDCS". The Union further proposed that, "The CTU President or his/her designee and the Chief Talent Officer or his/her designee will meet annually to review placement procedures". The Union then listed seven procedures for incorporation into the collective bargaining agreement. The Fact-Finder recommends that the Union's second proposal, re: the annual meeting to review placement procedures, be adopted. It does not encroach on administrative authority, which the District rejects, but it does provide is an opportunity for collaboration to help ensure that placement procedures are up to date and relevant vis-a-vis what is occurring in the market place. According to the Union, its list of seven procedure reflects current policy for new hire salary placement with the addition of

**Commented [CMSD58]:** Under the SERB Guidelines, the Fact-Finder is obligated to recommend a resolution for each issue and cannot simply advise the parties to resolve the issue on their own. The Fact-Finder is required to make recommendations in contract language form (SERB Guidebook page 8). In this section the Fact-Finder does not do so, making it impossible for either party to know what they would be agreeing to when voting to accept or reject this report.

military service credit and advanced degree attainment. This policy was not presented to the Fact-Finder. She also knows that the District does not now provide additional compensation for advanced degree attainment. While it is likely that this puts the District at a disadvantage in relation to suburban school districts and perhaps other metropolitan districts as well, it is clear from the position that the District has taken with respect to its financial circumstances, that this language will not be accepted for inclusion in the contract and, thus, is not recommended.

D. **The Union has proposed new language stating that:**

Effective with the 2016-2017 school year, any bargaining unit member currently working at or hired/assigned to a Corrective Action School will receive a \$2,500 stipend each year for working in these hard-to-staff school(s). This amount shall be prorated for members who are assigned less than one FTE. Payments will be made in four (4) equal installments on a quarterly basis to coincide with differential payments.

The rationale that the Union provided is that, in 2014, the CTU and the District jointly agreed to provide supplemental, differentiated stipends for hard-to-staff schools and subjects as identified by the Board of Education. To date, the Board of Education has not identified any hard-to-staff schools or subjects despite difficulty in filling vacant positions in Corrective Action Schools. The Board also authorized bonuses to principals in Corrective Action Schools in the amount of \$5,000 per year and bonuses to assistant principals in the amount of \$2,500 per year. This proposal seeks to utilize hard-to-staff language, bring parity among bargaining unit members and administration, and provide an incentive for bargaining unit members to seek positions at Corrective Action Schools.

**The District did not respond to this proposal.** The Board's failure to act is regrettable, especially since what it has done is to enhance destructive "them" versus "us" perceptions,

**Commented [CMSD59]:** This is the first time the District is seeing this proposal. If this was presented to the Fact-Finder, it was not shared with the District team.

**Commented [CMSD60]:** The District did share its own economic proposal in Article 30 and App. T.

while accomplishing little/nothing toward alleviating staffing vacancies in Corrective Action Schools, much less encouraging good teachers to take on these difficult responsibilities. The District has claimed numerous times in these proceedings that "the cupboard" is bare, yet it was able to find monies to reward administrators in Corrective Action Schools. Enhancement of student learning in these schools is heavily dependent upon the teachers and, thus, the Fact-Finder recommends that the Union's proposal be adopted.

As is evident from the foregoing analysis, resolution of the differences between the parties on

E. The Union proposed new language that would afford a stipend of \$5,000 to teachers receiving an "Accomplished" Teacher Effectiveness Rating. Since this proposed stipend ties into the Union's earlier proposals regarding a modified CDCS, the Fact-Finder defers consideration of this proposal to the small group she recommended meet subsequent to fact-finding to further explore the implications of the CDCS proposal, including the \$5,000 stipend.

F. **Extended Day/Extended Year**. This language currently appears in Article 30, Section E. Both parties have proposed modifications to this language which may have merit, however, the Fact-Finder simply was not given sufficient information to make an informed recommendation on this subject matter.

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

The District eliminated this language entirely and referred the Fact-Finder to proposals it made in Appendix T. The Union proposed language describing how teachers who are not currently placed on the CDCS schedule will be placed moving forward and outlines the process for advancing on that schedule.

The District should be embarrassed that, in three years, it has been unable to place approximately one quarter of bargaining unit members on the CDCS schedule with the result that these members have not received any pay increase during this time. The savings that the District achieved certainly should have had a positive effect on its bottom line. Correcting this significant problem is not a monumental task. The Union stands ready to offer the assistance of its expert to help the District get these members on the schedule now. With or without this assistance, the Fact-Finder strongly recommends that this task be accomplished within thirty working days after the date of this Report. She further recommends that the small group she has suggested previously address the other matters in the Union's proposal while they work on how the CDCS is now going to work.

Neither party made changes to the current contract language contained in Section 4. or in Section 5.A. They both proposed changes in B. Compensation Distribution. Under paragraph 1. which involved transition to an electronic compensation payment system. The Fact-Finder agrees with the District that utilization of the EFT is a positive outcome. Also, for years, many financial institutions have been offering incentives if customers have their pay checks automatically deposited. She therefore recommends adoption of the District's language stating that, "All compensation for all employees will either be automatically deposited to the employee's banking account through EFT or posted to a Pay Card, or a combination of both". Since the EFT has not yet been implemented and vetted, the Fact-Finder also recommends that the current contract language, but with a modification as follows:

Until the new system is activated and vetting is completed, checks and check vouchers are to be mailed to the employee's home address or made available electronically. All employees must provide Human Resources with a current home address and phone

**Commented [CMSD61]:** As noted above, there are a number of teachers who have not progressed on the differentiated compensation system. These include Related Service Providers, who accumulated Achievement Credits during the 2015-16 school year and can begin to cash them in during the fall of 2016, teachers who were on leaves of absence and therefore did not accumulate Achievement Credits, and teachers who have not yet earned sufficient achievement credits for promotion on the compensation system. However, all of these employees did receive both the 4% base pay raise and the 1% base pay raise negotiated in the 2013-16 collective bargaining agreement.

**Commented [CMSD62]:** This was actually implemented under the last contract.

number.

The only other change that the Fact-Finder recommends in the current contract language here is to amend paragraph 4 to state as follows:

When the paycheck of an employee is lost, stolen, incorrect, or not received from the District, upon timely notification by the employee, a duplicate and/or corrected check shall be issued within one (1) working day . . . .]

The Fact-Finder did not ignore the Union's proposal for new language which would become paragraph 7. She simply did not recommend adoption because it is very clear from the current state of the relationship between the parties that the District is not, at this time, going to agree to negotiate job descriptions and compensation for new positions or classifications covering employees currently represented by the CTU prior to posting said position or classification.

The parties agree that the current contract language in **C. Payment for Differential Assignments** should remain unchanged, except the District has proposed that:

. . . Differentials will continue to be paid per the schedule in Appendix A for the duration of this contract at the 2012-2013 rate.

The Union's counterproposal is that, "Differentials will be paid per the schedule in Appendix A.". Both parties eliminated the remaining language in this paragraph. The District then added substantial new language concerning stipends, contingency upon available funds, assignment annually, and building creation of a new differential. None of this language has been recommended because it was not evident during the fact-finding proceedings that the parties had discussed these matters nor did the District provide justification/documentation upon which the Fact-Finder could base an informed response.

**Commented [CMSD63]:** Once again, the language the Fact-Finder is recommending as an amendment is actually current contract language Article 30, Section 5.B.4 (page 132).

The next proposed change that the District made was to **Section 7. Pay Option**. The District sought to streamline pay administration by simply stating that, "Bargaining unit members (not on extended year contracts) shall be paid on a twenty-six (26) biweekly pay plan. The Union did not offer any change to the current contract language. The Fact-Finder understand the reasons why the parties have adopted these positions. Since the District, it says, will soon have the ERT to expertly manage many transactions electronically, then the Fact-Finder sees no reason to modify the current contract language, especially as it pertains to bargaining unit members not on extended year contracts.

The District maintained current contract language with respect to **Section 8. Rates of Pay**. The Union did make changes to this section and added **Section 9. College Coursework Reimbursement** and **Section 10. Flexible Professional Development/Community Engagement Time**. The Fact-Finder did not recommend in favor of adopting any of these changes nor is she willing to suggest how they might be modified for incorporation into any new collective bargaining agreement forthcoming from the Report and/or from subsequent negotiations between the parties. They simply are not realistic given the District's financial circumstances and its clearly articulated stance opposing language of this kind.

As is evident from the foregoing analysis, wages and other compensation is an extremely complex issue, in itself, as well as in relation to the CDCS and other articles, like evaluation, that were subjects in dispute during fact-finding. This is the reason why the Fact-Finder did not discuss base pay in her Report. She recommends that this issue be addressed first by the experts from both parties, in conjunction with their other efforts to resolve how

**Commented [CMSD64]:** In the absence of a recommendation, the District would have to assume current contract language related to wages.

the CDCS will be implemented going forward, in negotiations following the issuance of this Report.

### **ARTICLE 31 - NEGOTIATION, SEVERABILITY AND DURATION**

This is one of the most controversial issues in the negotiations between the parties. It is a high stakes deal-breaker with very serious consequences for both parties regardless of what the Fact-Finder recommends. The Union is adamant that neither it nor its bargaining unit members will accept the one-year contract that the District has proposed. It insists that there must be a three-year agreement. These have been negotiated successfully several times before when the District has been in difficult economic straits even more challenging than those which currently exist. The Union said that it has done what it can to ease the burden on the District by indicating its willingness to accept the 2% increase in 2015-2016 which has been offered to and accepted by other unions, and wage reopeners in the second and third years of the contract. Additionally, the Union and its bargaining unit members have committed, as they have before and delivered, to work hard with the District to see that the levy attached to the November, 2016 ballot passes.

The District is equally adamant that it cannot commit to more than a one-year contract because of the economic circumstances in which it finds itself. CEO Eric Gordon was explicit in stating that the Board will not approve a contract that exceeds one-year in duration and that he is prohibited legally by O.R.C. 5705 .412 from recommending anything else to the Board. He also said that the financial projections that the District presented during fact-finding should provide ample evidence that it simply cannot afford a three-year contract and even more especially given proposals that the Union made which have costs

**Commented [CMSD65]:** This is the first time the District is seeing this proposal. If this was presented to the Fact-Finder, it was not shared with the District team.

attached which are prohibitive. According to CEO Gordon, even if the levy passes, this will not obviate the need for very conservative financial management by the District.

The parties having drawn this line in the sand, the Fact-Finder can only hope that what she recommends will be persuasive to them. It has been well known for decades that one-year contracts create more problems than they solve. Chief among these are the lack of stability in the labor-management relationship, the inability to predict costs based upon five-year projections, and the effects of wall-to-wall bargaining which exhaust both parties, incur significant economic costs to both, and, in the case of a school district, disrupt the educational process and forward progress toward improving it by all concerned. These are not, in any way, desirable outcomes.

The Fact-Finder does not seek to either deny or to minimize the financial constraints under which the District is currently operating. The magnitude of those constraints as represented in the District's five-year projections can be disputed, but there is no doubt that constraints are real. According to CEO Gordon, the Board and the legal requirements of .412 both make it impossible to agree to a contract of more than one year. There is some doubt, however, whether the Board and the District are permitted by the O.R.C. 5705.412, to circumvent bargaining in good faith by claiming that a proposal cannot be certified pursuant to this legislation while the parties are still negotiating and there are still proposals on the table. It was the District that walked out on negotiations in February of 2016 while this and other proposals were still on the table. There is some evidence that the Union endeavored to get the District to return to negotiations, but it did not and, thus, fact-finding proceedings began. It was amply demonstrated during this process that the parties, given the right motivation and configuration for their discussions, were, indeed, able to negotiate and to



reach TAs on a number of issues that were outstanding when the process began and to narrow their differences on some others. Although the context had changed, the facts are indisputable that the parties were negotiating and produced very commendable results. Although a settlement of the contract in its entirety did not occur, the Fact-Finder is therefore loath to affirm the District's position that only a one-year contract must be implemented.

Additionally, the Fact-Finder noted that, in seeking a three-year agreement, the Union not only did not ask for a greater percentage increase than that which the District has agreed it could afford to provide to other unions, but also agreed to wage reopeners in the second and the third years of the contract **after** the results of the levy are known. If the levy passes, then it will be up to the parties do decide what, if any, changes they want to make in wages based upon revised projections and other information about what the District can afford. If the levy does not pass, then it is very unlikely that there will be anything to discuss because, even though the District's projections are estimates, the District will be in very dire economic straits.

The Fact-Finder knows that the budget projections provided by the District are no more and no less than that. Statistical management is applied in making these projections. Such management is not without flaws and the results can be used to depict results that are advantageous to the party providing them. That having been said, the Fact-Finder is still cognizant that the District has economic problems. The Union and its bargaining unit members recognize this too. Passage of the levy on the November 2016 ballot can ameliorate this situation. It is now up to the District and to the Board of Education to decide whether they must maintain their stance on a one-year contract at all costs, or accept the Union's

**Commented [CMSD66]:** This statement by the Fact-Finder is inconsistent with the proposals received by the District.

**Commented [CMSD67]:** Ohio law requires the District to have a 5 year forecast, which forms the basis for the decision as to whether the District can certify the contract. The District cannot ignore the law, even if the forecast is based upon estimates and projections.

proposal for a three-year contract which, among other things, will commit the Union and its bargaining members to providing the robust support needed to make sure that the levy is passed? As the parties deliberate their options, the Fact-Finder reminds them that this Report contains only recommendations and that they are free to, if **both** are willing, re-engage in negotiations to bring forth a negotiated settlement. **In view of the foregoing analysis, the Fact-Finder recommends that these negotiations result in a three-year contract.**

#### **APPENDIX G - CORRECTIVE ACTION**

The parties made some progress in reaching agreement on tentative language during the course of the fact-finding proceeding. However, this was not sufficient to bring them to agreement.

##### **Union Position:**

The Union seeks two changes in the language contained in this appendix. First, under the initial paragraph, it sought to add that, "The Corrective Plan shall also specify any collective bargaining agreement exemptions". The justification that the Union gave for this change was that O.R.C. 3311.74 allowed the CEO to create a Corrective Action Plan that overrides conflicting provisions in the collective bargaining agreement. That provision is incorporated into the current contract language in this appendix. The Union asserted that its proposal simply requires the CEO to specify which provisions of the agreement that the CEO's decisions affect. Later, the Union added that if any provision(s) of the agreement are affected, but not specified, by implementation of the Corrective Action Plan, then the agreement shall prevail.

**Commented [CMSD68]:** As noted above, a three year contract cannot be certified under ORC 5705.412. Worse, as proposed by the Fact-Finder, this three year contract would offer no CTU member a base wage increase during the terms of the contract. This is far worse than any proposal by the Board.

The Union does not dispute the what O.R.C. 3311.74 allows the CEO to do. It asserted that it is reasonable to expect that the CEO should know which provisions of the contract are affected by a Corrective Action Plan he/she is providing and to be able to articulate same. The Union gave an example to support its position. To wit, it said that, currently, Academic Achievement Plans, under Article 5 of the contract, may override provisions in the contract **if** the provisions are identified and approved (See Article 5, Section I of the current contract, which has not been modified by any tentative agreement). According to the Union, this current practice provides bargaining unit members with clarity regarding any changes to working conditions within a building. It therefore maintained that members at, or interviewing for, Corrective Action Schools deserve to have the same clarity.

**District Position:**

The District maintained that the current contract language should be maintained because it mirrors what the statute requires.

**Recommendation:**

The Fact-Finder understands the District's interest in fidelity to the statute. She also recognizes that the contents of a Corrective Action Plan can have impacts in various parts of the collective bargaining agreement. However, the Fact-Finder agrees with the Union that the CEO should know those impacts when he/she devises the plan and/or obtain assistance from his/her staff in identifying them.

**APPENDIX L - PEER ASSISTANCE AND REVIEW (PAR)**

The parties made no progress toward narrowing, much less resolving their differences regarding the content of this appendix during mediation. The same was true during fact-finding. Both parties have areas where they maintain current contract language,

however, these areas do not necessarily overlap. Where they do, the Fact-Finder recommends that the current contract language be maintained. They both made extensive proposals for other revisions in this appendix.

The Fact-Finder is cognizant that full implementation of the existing language has both mandatory and voluntary components with economic consequences of which the District now says, due to constraints on its budget, it can only implement the mandatory provisions of the current contract; at best. The District asserted that, even if the levy is passed, its economic circumstances will not change enough to fund the proposals advanced by the Union, much less the voluntary provisions contained in the current contract. The Fact-Finder knows, as the District must, that salvaging teachers with potential, but who need assistance, can be far less costly than terminating them and recruiting replacements. This is especially true since the compensation and working conditions prevailing in the District are less attractive to potential teachers than those offered in suburban districts. The parties should be clear in understanding, however, that the Fact-Finder is in no way suggesting that all teachers can or should be salvaged at any cost. The teachers and the District both have a responsibility to ensure that this does not happen. Otherwise, neither the teachers nor the District, nor the relationship between them benefits, and most especially not the students that they serve, while resources scarce resources are expended without a reasonable expectation of a return on this investment.

The Fact-Finder applauds the Union's effort to include paraprofessionals and others in Appendix L. However, even in the best case scenario, this cannot be achieved under any reasonable outcome of these negotiations, even if the levy is passed.

The Fact-Finder recognizes the merit in parts of other proposals made by both parties with respect to this appendix. She also knows that this is a shared trust and shared responsibility issue. The Fact-Finder therefore recommends that both parties capitalize on the progress that they made through collaboration during fact-finding, focus realistically on problems with the language and how it has been implemented, and address these as in negotiations subsequent to issuance of this Report.

**Commented [CMSD69]:** Once again, the Fact-Finder has failed to offer contract language or to refer the parties to Current Contract Language, instead leaving the issue at hand unaddressed.

#### **APPENDIX T - MOU**

##### **DEVELOPMENT AND IMPLEMENTATION OF THE CLEVELANT DIFFERENTIATED COMPENSATION SYSTEM**

This appendix was mentioned only by reference during fact-finding. Since it is so inextricably tied to other recommendations that the Fact-Finder has made regarding the CDCS, these should apply to the content of this language as well.

#### **APPENDIX U TDES GLOSSARY OF TERMS AND FORMS**

##### **TDES GLOSSARY OF TERMS**

Based upon other recommendations made in this Report and the matters that have not yet been resolved by the parties, it would be premature and inappropriate for the Fact-Finder to presume to edit the contents of this appendix. She therefore leaves this task to the parties once they have agreed upon the language to which this glossary pertains.

#### **CONCLUSION**

The Fact-Finder is grateful to both parties for the opportunity that they afforded her in an effort to try to resolve the content of their next collective bargaining agreement. She applauds everyone concerned for their very hard work and forbearance during the long

hours spent in the fact-finding proceedings and for all the efforts that they made, in addition to this time, to try to make things work. The TAs that the parties achieved are significant. The Fact-Finder hopes that these achievements helped to restore the belief on the part of both parties that collaboration can work, in general, and also when motivation and context encourages this .

She knows that there are still important issues that the parties have to resolve and, wherever possible, appropriate recommendations have been made to facilitate this process. Rather than walking away, the Fact-Finder hopes that both parties understand the profound consequences for them, the constituents that they represent, for the students, their parents, and for the community at large if mutually agreeable contract terms are not reached.

Respectfully submitted,

May 6, 2016 Mollie H. Bowers, Fact-Finder

## APPENDIX – TENTATIVE AGREEMENTS

**Commented [CMSD70]:** These tentative agreements were not included in the published report provided by the Fact-Finder, although they are referenced on page 8 of the published report. They have been included as an Appendix as part of the full package the Board must consider when determining whether to Accept or Reject the Fact-Finder Report.

April 20, 2016

Article 2: Maintain Current Contract Language

~~SD~~ 4/20/16  
SBR 4/20/16



**April 5, 2016, Tentative Agreement**

**ARTICLE 3 - PAYROLL DEDUCTIONS**

**Section 1. Dues Deduction.**

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

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

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

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

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

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

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

**B. Web-based CTU Bargaining Unit Employee Information**

Effective with the implementation of the HRIS/FIN system the following information will be available to the CTU electronically by:

1. Employee name
2. Current home address and phone number
3. Employee number
4. Work site
5. Position
6. Employees whose union dues are being collected through District payroll deduction will be identified.

C. Upon implementation of the HRIS/FIN System, paragraph B will govern access to the CTU Bargaining Unit Employee Information.

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

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

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

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

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

A. Identification Coding. When the employee receives pay for extra duties, in-service meetings, covering classes, differentials, etc., the amount for each item shall be identified by a code on each pay stub.

B. Listing Employee Benefit Costs. The amount of each employee benefit cost paid by the District will be indicated on each employee's pay stub on a yearly basis.

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

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

#### ~~**Section 8. Direct Deposit of Payroll Check.**~~

~~The Board shall offer the opportunity to utilize direct deposit. An employee may elect to split the total amount of the payroll check between two financial institutions or two accounts at the same institution. These can include banks, credit unions, brokerage firms, or any financial institution that has a routing number and the employee has an account. [Modified and replace Article 30, Section 5 B (1), see below.]~~

#### **Section 9-8. No-Load Mutual Funds.**

No-load mutual funds may be obtained through the use of direct deposit through financial institutions as found in Section 8 above.

#### ~~**Section 10 9. Roth IRAs.**~~



Roth IRAs may be obtained through the use of direct deposit through financial institutions as found in Section 9 8above.

**Section ~~11~~ 10. Home Address.**

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

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

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

*JD 4/5/16*  
*SJM 4/5/16*

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**ARTICLE 5**  
**ACADEMIC**  
**ACHIEVEMENT PLANS**

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A. The Academic Achievement Plan (AAP) provides each school with a roadmap to student achievement and success. Its ultimate purpose is to be the school's driving force to reach or exceed clearly defined academic goals.

B. The AAP may not conflict with any language in the collective bargaining agreement except as provided in ~~¶~~ I below.

C. The Core Planning Team will develop, if necessary, or review and modify/ revise the AAP annually. The Core Planning Team shall consist of: the building Principal (no designee), the CTU Chapter Chairperson (no designee), a parent of a child attending the school, and three to five ~~classroom teachers Bargaining Unit Members (which can include a paraprofessional)~~. The Core Planning Team may invite additional individuals to support and assist the Team.

D. The Core Planning Team shall be determined by the following methods:

1. CTU members shall be elected biennially in odd number years unless mutually agreed by the CEO and CTU President.
2. Parent will be selected by the SPO.
3. Core Planning Team members who are bargaining unit members will be compensated at the negotiated in-service instructor rate as set forth in Appendix A, up to five 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.

E. The AAP will be written by the Core Planning Team on a template developed and approved by a joint CMSD/CTU committee ~~no later than February 1<sup>st</sup> for the Spring AAP draft~~. The template shall include each school's academic goals, related goals, e.g., attendance and customer service, and a budget page including estimated allocation.

F. Time Line.

1. The Time Line for presenting the Spring draft AAP: The Core Planning Team shall present the Spring draft AAP to the Bargaining Unit Members by ~~the first Friday in March May 15<sup>th</sup>~~. Voting must be completed no later than ~~the second Friday in March May 23<sup>rd</sup>~~. AAPs must be submitted to the CAO no later than ~~the following Monday May 24<sup>th</sup>~~.

2. The Time Line for presenting the final draft AAP: the Core Planning Team shall present the final draft AAP to the Bargaining Unit Members ~~no later than the first day of student instruction by September 15<sup>th</sup>~~. Voting must be completed ~~and AAPs must be submitted to the CAO within one week no later than September 23<sup>rd</sup>~~.



~~AAPs must be submitted to the CAO no later than September 24th.~~

G. Building level approval of both the Spring draft AAP and the final draft AAP shall be by seventy percent (70%) of the bargaining unit members voting. Each election will be by secret ballot conducted by the UCC.

H. District Approval.

1. District Approval Time Line for Spring draft AAP: the Core Planning Team will forward the building level approved Spring draft AAP to the CMSD Chief Academic Officer (CAO). The CAO will review and approve or reject, as a whole, the Spring draft AAP. If rejected, the AAP, with written reasons for rejection will be returned by the CAO to the school's Core Planning Team for review and revision. The President of the CTU will also be notified in writing of any rejected AAP and the reasons for rejection. All schools' Core Planning Teams and the CTU President will be notified of approval or rejection no later than **April 15. -the last Bargaining Unit Member working day in June.**

2. 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 the reasons for rejection. All schools' 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 modifications/revisions per calendar year.

4. In the event a school fails to approve an AAP, or further, if a school fails to present a revised AAP that is satisfactory to the CAO, then the CAO and the President of the CTU will meet with the staff **prior to May 15**. If after the meeting, the school still fails to approve an AAP or fails to present a revised AAP that is satisfactory to the CAO, then the CAO and CTU President shall mutually agree upon an AAP to be implemented at the school.

I. If the submitted AAP requests any modifications in the CTU/CMSD Agreement or CMSD policies, procedures, or guidelines, this AAP must be presented to and approved by the President of the CTU and the CMSD CEO.

J. The AAP timeline for submission, approval, and notification may be modified by mutual agreement of the CTU President and the CEO.

K. 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.

 4/5/16  
JMA 4/5/16

## **April 5, 2016 Tentative Agreement**

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

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

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

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

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

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

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

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

From time to time, problems relating to the application of this Agreement and/or the Administrative Code of the District to an individual employee or employees will arise. Many of these problems are resolved informally, by discussion, in accordance with the "open door" policy followed by the District. A problem which cannot be resolved informally is called a grievance.

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

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



### **STEP ONE:**

A. An aggrieved employee and/or a Union representative shall inform the immediate supervisor of the grievance in writing on a form mutually agreed upon.

B. If an employee expressly requests a discussion with the immediate supervisor concerning the written grievance, such a discussion shall take place within three (3) days after filing the grievance, unless the time is mutually extended. The discussion with the immediate supervisor shall be held with one of the following:

1. An employee accompanied by a CTU representative;
2. Through a CTU representative if the employee so requests;
3. An employee on his/her behalf; or
4. A CTU representative in the name of the Union where general established policy is violated.

C. Within three (3) days after the grievance is filed or the discussion meeting is concluded, whichever is later, the immediate supervisor shall state his/her decision in writing, together with the supporting reasons, and shall furnish one (1) copy to the employee who lodged the grievance and one (1) copy to the CTU representative. Each Step One answer shall clearly identify that answer as a "Step One Answer."

### **STEP TWO:**

If the matter is not adjusted satisfactorily at Step One, then a written appeal shall be filed by the Union for the Grievant at the Office of the Deputy Chief of Human Resources described in Article 2, Section 8B within twenty (20) days of the date the First Step decision is received and acknowledged by the Grievant. To acknowledge, means that the employee shall be presented with a copy of the answer and shall initial and date that copy or, that copy of the answer shall be mailed, certified mail, return receipt requested, to the employee's address of record on file with Human Resources. Step Two appeal shall be discussed at the weekly meeting held with the Deputy Chief of Human Resources who will involve the appropriate level of management to respond to the grievance. Upon request of either party, all persons who participated in Step One or necessary persons shall have a reasonable opportunity to be heard. Notification of at least three (3) days shall be given to all concerned. Within twenty (20) days after the meeting, the Deputy Chief of Human Resources shall present a written answer in regard to the grievance to the Union. Each Step Two answer shall clearly identify that answer as a "Step Two Answer."

### **STEP THREE:**

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

#### **STEP FOUR:**

A. Regular Arbitration. If the answer to the grievance is not satisfactory, the CTU shall have the right within seventy-five (75) days to submit the matter to arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association, or any other mutually agreed upon agency or individual, by informing the District and the American Arbitration Association that the matter is to be arbitrated. A single Arbitrator shall be chosen by the parties. The fees and expenses of the Arbitrator and the cost of the arbitration will be borne equally by the District and the Union. The Parties will split the transcript costs when there is a common agreement on the need for a transcript. Two (2) representatives of the Union, and all necessary witnesses shall receive their regular salary and wages for the time spent in the arbitration proceeding, if during working hours. The Arbitrator shall render a written decision and the reasons therefore resolving the controversy and ordering all appropriate relief. The decision and award of the Arbitrator shall be final and binding upon the District, the Union and the employees affected. The Arbitrator is prohibited from making any decision or award adding to or subtracting from or modifying in any way the provisions of this Agreement, which is contrary to law. The arbitration hearing shall be held and the award shall be made in Cuyahoga County, Ohio.

B. Mediation. The CTU and the District, by mutual agreement, may utilize the grievance mediation process in an attempt to resolve a grievance before going to arbitration. The objective is to find a mutually satisfactory resolution of the dispute. If both sides agree, a single mediator shall be chosen by the parties, provided, both the Union and the District may designate grievances for submission to the mediation process. A mediator may be chosen by the parties by informal means. If the parties cannot agree, the mediator shall be selected under the procedures of the American Arbitration Association, or any other mutually agreed upon agency or individual. Two (2) representatives of the CTU, and all necessary witnesses, shall receive their regular salaries or wages for the time spent in the grievance mediation proceeding, if during working hours.



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

12. In the event a grievance which has been mediated subsequently is arbitrated, no person serving as mediator between parties may serve as arbitrator. In the arbitration hearing, no reference to the mediator's advice or ruling may be entered as testimony nor may either party advise the arbitrator of the mediator's advice or ruling or refer at arbitration to any admissions or offers of the settlement made by the other party at mediation.

13. By agreeing to schedule a mediation conference, the District does not acknowledge that the case is properly subject to arbitration and reserves the right to raise this issue notwithstanding its agreement to schedule such a conference.

14. The fees and expenses of the mediator and the mediation office shall be shared equally by the parties.

C. Expedited Arbitration. The Union has the right to demand expedited arbitration for any non-class action issue which it deems necessary because the time frame is so short that the normal arbitration procedure would be untimely. Upon such declaration, the Union and the District will make immediate (within twenty-four [24] hours) arrangements with the American Arbitration Association for the expedited arbitration procedure and such procedure shall begin as soon as the American Arbitration Association, or any other mutually agreed upon agency or individual, can initiate a hearing. It shall be the specific request of both the Union and the District to have a decision within seven (7) days of the hearing. Class action grievances may be expedited by mutual agreement between the Union and the District. A non-class action issue shall be defined as an issue which impacts on five (5) or fewer bargaining unit members.

D. Arbitration Tribunal. Both the Union and the District may designate up to two (2) grievances each per school year for submission to an arbitration tribunal. Upon written mutual agreement of the Union and the District, additional grievances may be submitted to an arbitration tribunal. An individual or a panel of individuals not to exceed three (3) in number, has the authority to render judgment about a grievance. Any person or panel so agreed upon can be given the authority to render a decision as binding as that of binding arbitration. The conditions of the presentation shall be mutually agreed to by the Union and the District, and it shall be done within the same time frames as expedited binding arbitration, as prescribed in this Agreement. If there is a panel, it is necessary that two (2) of the three (3) individuals comprising the panel come to agreement on the disposition of the grievance. The Union and the District agree this step is a form of binding arbitration and the final step of the grievance procedure if it is chosen.

## **Section 6. Grievance Appeal.**

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

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

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

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

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

**Section 9. Transfer Cases.**

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

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

A. Time limits specified in this procedure may be extended by written mutual agreement of the parties. The failure of the District to comply with any time limit herein means that the Union may automatically process the grievance to the next step of the grievance procedure. The District will cooperate fully with the Union to find methods to expedite the grievance procedure to the maximum extent practical. If the District fails to comply with any time limit herein, the District will pay the cost of filing the grievance with the American Arbitration Association or similar organization.

B. Commencement of Grievances. A grievance must be commenced at Step One no later than sixty (60) days from the discovery of the grievable event(s) or from when the event(s) reasonably should have been discovered.

**Section 11. Grievance Forms.**

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

**Section 12. Timely Grievance Answer Notification**

The district Step 2 representative and/or the district Step 3 hearing officer(s) shall electronically notify the CTU Director(s) of Grievances of Step 2



and Step 3 grievance answers within the timelines set forth in this Article. The appropriate district departments will also be notified of the grievance answer in order to facilitate compliance with the grievance answer.

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

**Section ~~12~~ 13 Timely Payment.**

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

**Section ~~13~~-14. Intervention Team.**



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

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

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

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

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

 4/5/16  
 4/5/16

**Article 10: SCHOOL ORGANIZATION AND TEACHING ASSIGNMENTS**

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

A. Effective with the ~~2013-2014~~ 2016-2017 school year, **the class size for Child Development (regular PreK) with one teacher and one educational aide shall be 20 with no more than two (2) of those 20 who are on IEPs (excluding speech only IEPs).** ~~The class size for Child Development (regular PreK) with one teacher shall be 10 with no more than one (1) of those 10 who is on an IEP.~~ ~~the class size f~~ For grades K-3 the class size shall be 25 including ESP. For grades 4-8, the class size shall be 28, including ESP. For grades 9-12, the class size shall be 30 including art and music (excluding choir, band, orchestra and similar activities). For grades 9-12 P.E., class size shall be 33.

Note: Sub Committee agrees to eliminate class size limits language for classes with one teacher and no para.

SVL 4/21/16

DS / 4/21/16



**Tentative Agreement**  
**April 20, 2016**

**Article 11: Teacher non-instructional duties**

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

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

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

**A. The district will make every effort to reduce the duplicate recording of data by teachers.**

**B. Workshops shall be established for Principals and UCC representatives to mutually explore ways of improving clerical and recordkeeping systems.**

**Section 3. Elementary/K-8 Hot Lunch Program.**

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

**Section 4. School Lunch.**

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

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

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

**Section 6. Custodial Duties.**

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

**Section 7. Supervision of Pupils.**

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

**Section 8. After School Supervision.**

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

**Section 9. Elementary/K-8 Breakfast Program.**

A. The District will schedule and serve student breakfast outside of the regular classroom. If space is not available for all of the students, then classrooms may be used for those students who cannot be served outside of the regular classroom.

B. The District will utilize all non-certificated staff and/or parent/community volunteers, if available, to supervise student breakfast. If sufficient staff or volunteers are not available, classroom teachers may supervise student breakfast.

C. Classroom teachers who supervise breakfast will be paid at the in-service rate (based on 1/2 of the in-service rate per day). Payment will be made on or about July 15th following the school year.

D. Classrooms will not be used for breakfast rooms whenever possible.

**Section 10. Report Time.**

~~Beginning with the 2007/08 school year, a~~All bargaining unit members with the exception of paraprofessionals, sign language/ educational interpreters, occupational therapy assistants, and physical therapy assistants will arrive ten (10) minutes before the start of the student day. During this time, such bargaining unit members must be in the school building. However, this time may not be assigned by the Principal or other administrator.

*DD 4/20/16*  
*SMR 4/20/16*



**Tentative Agreement**  
**April 20, 2016**

**ARTICLE 12 - HIRING, ASSIGNMENT, AND TRANSFER  
PROCEDURES**

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

**Section 1. Applying for Open Positions.**

**A. Personnel Selection Committees**

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

2. In the event the District creates a new program or school, the Personnel Selection Committee will consist of a representative from Human Resources, the CTU President or his/her designee, a parent representative, a certificated/ licensed teacher, a principal, if selected, and a community representative. The Personnel Selection Committee will hold interviews on dates and times that have been mutually agreed upon by the Administrator and Chapter Chair. Interviews will not be delayed due to the unavailability of duly notified members of the Personnel Selection Committee, including during school recess periods.

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

1. There are two (2) application periods for applying for open positions.

a. Application Period One: For openings that exist prior to the start of the school year, the date to begin the first application period will be selected mutually by the District and CTU and will be determined by May 1 of each year. The process will end ten (10) days prior to the start of the



school year. All interested certified/licensed teachers may apply for open positions in this application period.

b. Application Period Two: For openings that occur at the beginning of the school year, the process will end by September 30, or another date mutually agreed by the District and CTU. There shall be no necessary transfers due to enrollment after October 1st. Only those certified/ licensed teachers who have been identified for a necessary transfer as described in Section 2 below may participate in this application period.

c. Each application period may include an Open Position Fair as outlined in paragraph 8 below.

d. The District will assign a substitute teacher or hire an external candidate for any open position occurring outside of the Open Position application periods.

2. The District will determine preliminary teacher allocations based on projected student enrollment and programming needs prior to the posting of open positions. Final teacher allocations will be made in the month of September.

3. Any current teacher interested in interviewing for an open position must submit to the desired building(s) his/her "Interest to Interview Form." The Personnel Selection Committee shall consider each applicant's Form, along with any qualified external applicants, and will determine who will be interviewed. Neither an interview nor a position is guaranteed.

4. In accordance with ORC Section 3311.79, the Personnel Selection Committee shall make recommendations whether to assign a teacher to an open position in the building based on how suitable the teacher's credentials fulfill the needs of the particular school. For this purpose, the Personnel Selection Committee shall consider the following credentials:

- a. The level of certification/license held by the teacher;
- b. The number of subject areas the teacher is certified/licensed to teach;
- c. Whether the teacher is "Highly Qualified" per the Revised Code;
- d. The results of the teacher's performance evaluations;
- e. Whether the teacher has recently taught and been evaluated in the grade(s) and/or subject area(s) the teacher would teach at the school;

- f. Any specialized training or experience the teacher possesses relevant to the open position;
  - g. Any other credential established by the CEO or Personnel Selection Committee.
5. Seniority or continuing contract status will not be used as the primary factor in determining any teacher's selection for an open position.
6. Positions interviewed for will be based upon identified open positions. The Personnel Selection Committee shall make its recommendations to the CEO or designee for final approval of the assignment. Individual building administrators must notify Human Resources of the Personnel Selection Committee's recommendations via email.
7. Once a teacher has voluntarily accepted a transfer to an open position, the teacher cannot apply for or accept any other positions that must be filled during the course of that same school year unless:
  - a. The teacher is subsequently identified by the CEO or designee for a Necessary Transfer; or
  - b. During Application Period Two, the teacher is reapplying for a position at a school from which the teacher was previously identified as a Necessary Transfer during Application Period One for the same school year, (see Section 1(B)(1) above), in which case the teacher must submit the "Interest to Interview Form" within two (2) workdays of the posting. The Personnel Selection Committee must consider and act upon the "Interest to Interview Form" within three (3) working days of its receipt prior to considering other applicants. Neither an interview nor a position is guaranteed.
8. Open Position Fair(s) may be held during each application period on date(s) mutually agreed upon by the District and the CTU. At the Open Position Fair(s) the Personnel Selection Committee from each building will interview teachers that have been selected by the Personnel Selection Committee via the "Interest to Interview Form" jointly revised by the CMSD and CTU representatives.
  - a. On the day of the Open Position Fair, if there is an open time slot, teachers may request an interview with the Personnel Selection Committee.
  - b. At the Open Position Fair, following the interviews, applicants who remain interested in any position(s) will complete a form listing the

building assignments they will accept in order of preference. This form will be turned into the registration table prior to leaving the Open Position Fair. Also, the Personnel Selection Committee, prior to leaving the Open Position Fair will turn in their school's teacher selection form.

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

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

## **Section 2. Necessary Transfers.**

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

1. Enrollment changes;
2. Eliminating positions;
3. Closing programs;

### **B. Determining Candidates for Necessary Transfers.**

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

1. The District will notify each school's Principal and Chapter Chairperson of the proposed positions subject to Necessary Transfer.
2. The Principal and Chapter Chairperson may provide alternative recommendations to Human Resources within two (2) working days.
3. After considering the recommendations, the District will notify each school's Principal and Chapter Chairperson of the final positions subject to Necessary Transfer.
4. The Principal and Chapter Chairperson will notify the staff of the affected grades/subject areas. Staff who would like to volunteer for a Necessary Transfer will notify Human Resources within two (2) work days.
5. If there is an insufficient number of volunteers, the staff to be reassigned will be determined based upon (i) experience, (ii) area of certification/



licensure, (iii) level of certification/licensure, and (iv) specialized training as determined in accordance with Article 19, Lay-offs and Recalls for Teachers. The weight allocated for each factor is as follows:

- i. Experience – 1 point for every year of teaching experience in the District. Teachers who resign or retire from their positions and are later reemployed shall lose those years acquired prior to the separation unless he/she is reemployed as a teacher in a school year consecutive to that of the separation.
- ii. Area of certification/licensure – 1 point for each area, 2 points for Comprehensive Science or Social Studies.
- iii. Level of certification/licensure – 1 point for each level (i.e. 1 point for Resident Educator License, 2 points for Professional Educator License/Permanent Certificate, 3 points for Senior Professional Educator License, and 4 points for Lead Educator License).
- iv. Specialized training – 1 point for every area of specialized training.

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

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

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

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

~~In Kindergarten, Child Development, and Special Education, and Special Subject (ESP) Areas, number 5 above the seniority system in necessary transfers will be applied on a departmental basis within the school. In an effort to offer a variety of educational opportunities, in the Special Subject (ESP) areas, in number 5 above.~~

7. Teachers who have been identified as subject to Necessary Transfers shall be notified in writing that they will be required to participate in the Open

Position process as described in Section 1(B) above. The notice will be given no later than the first day of the applicable Open Position application period.

C. Exemptions to Necessary Transfers. The following will be exempt from Necessary Transfers:

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

### **Section 3. Special Transfers.**

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

B. In the event it becomes necessary to assign, reassign, or transfer a teacher, whether voluntary or involuntarily on the part of the teacher, for the purpose of promoting the best interests of the district, the Academic Superintendent shall first meet with the teacher, the principals of the affected buildings, and the CTU President or



designee. The assignment, reassignment or transfer shall not be delayed due to the unavailability of the meeting participants who have been duly notified.

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

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

A. If a person is transferred, then effective on the first day of the second grading period, this person carries with him/her all system seniority accumulated to that time.

B. Chapter Chairs will be a part of the Transfer Process, including the staffing calls or meetings with the Principals at each building.

C. The District and the CTU will work together in the preparation of materials and the process ("Interest to Interview Form", resumes/applications, training materials, and the training session) with the Principals and Chapter Chairs.

D. Once the preliminary allocations are determined, a new open position list will be posted each working day throughout the Open Position application period, if there is a change. During the remainder of the school year a new Open Position List will be sent to the CTU on the first of each month.

#### **Section 5. Transfer & Relocation.**

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

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

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

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

#### **Section 6. Posting Procedure.**

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

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

C. When new programs/projects are initiated in an existing school, the staff in that building shall have the opportunity to apply and be considered for positions consistent with the process set forth in Section 1 above. Following initial selection of program/project staff, only vacant positions shall be posted.

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

**Section 7. Notification.**

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

**Section 8. Permanent Vacancies, Open Positions.**

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

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

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

*JD 4/20/16*  
*JML 4/20/16*



## April 4, 2016, Tentative Agreement

### ARTICLE 14 - BUILDING/SCHOOL EVENT SECURITY

#### Section 1. Building Security.

- A. Representatives of the CTU, Principals, custodians and the central administration will review on an annual basis the standard operating procedures to guide school personnel on security and emergency matters.
- B. **Written evacuation plans will be developed and shared at the first staff meeting of each school year. These plans shall address the needs of students with mobility issues. Evacuation plans will be reviewed and updated as needed. Necessary training will be provided.**

**B C.** After the annual review referred to in subsection A is completed, the procedures shall be reduced to writing and shall be distributed to school personnel and explained at the annual faculty meeting on discipline set forth in Article 15, Section 13 of this agreement.

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

A. **When a situation such as trespassing, disorderly or disruptive conduct, or assault and battery occurs at a school or school event, the following procedures are to be followed:**

1. **The Principal should notify the Division of Safety and Security immediately by telephone. A letter with all details, including the names and addresses of witnesses, should be forwarded to the supervisor of the Division as soon as possible for further action. (In serious assault or battery cases, a copy of the letter ~~should~~ must be sent to the ~~Director of Pupil Personnel Services~~ Chief Legal Counsel.)**
2. **Principals and teachers are advised to undertake the filing of complaints in Cleveland Metropolitan Municipal Court ~~only~~ with the assistance of the ~~Division of Pupil Personnel~~ Legal Department. The ~~Chief Legal Counsel supervisor of the Division~~ will assign a liaison representative upon receiving the letter of referral if court action is deemed appropriate.**
3. Ohio law requires that court affidavits be filed by the affected parties. The Principal will usually file in matters of trespass or disorderly conduct. In the case of assault and battery, the victim will file.
4. **If the matter is brought to trial, ~~the Division a District~~ representative will be present to assist at the hearing.**



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

C. Principals faced with a serious problem, threatening the security of school personnel or property, are authorized to call the police department requesting immediate assistance.

D. Trespassing regulations shall be enforced for persons other than students, staff and faculty as prescribed in the Board of Education Resolution No. 32827. (Appendix B). All employees covered by this Agreement should become familiar with this resolution.

**Section 3. Personal Item Safety.**

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

**Section 4. Elementary/K-8 Summer Storage.**

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

IMR 4/5/16  
SSU 4/5/14

**Tentative Agreement**  
**April 22, 2016**

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

**Section 1. Policy.**

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

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

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

**Section 2. Intraschool Assignment.**

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

**Section 3. Behavioral History.**

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

disciplinary reasons or when the child returns to school from juvenile court or any institution outside the home.

#### **Section 4. Referral to Principal.**

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

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

C. When a student is referred to an administrator, appropriate disciplinary action shall be taken. The Principal or his/her representative shall inform the referring teachers of the disposition of the problem.

D. A teacher or Principal may request a conference with the teacher, Principal, parent and/or counselor (and student where deemed appropriate). After the teacher has demonstrated a good faith effort to contact the parent and resolve any issues, the Principal, upon review, shall honor the request and communicate, in writing, with the parent/guardian of the student in question and establish a conference time convenient to the teacher and to the parent. If a conference cannot be arranged during regular school hours, then upon mutual agreement any conference may be held before or after regular hours provided that (1) the conference commences no sooner than one hour before the school day or no later than one hour after or 4:00 p.m., and ends no later than 5:00 p.m., and (2) the teacher is compensated for the length of the conference at the in-service rate on the basis of one (1) hour pay for each hour and/or portion thereof. If unable to arrange a conference with the parent, then the conference shall be held and the parent shall be notified of the conference outcome. The Principal shall chair the meeting and the group shall clearly define the expectations for the child's behavior and articulate the forms of discipline and/or procedures which will be used if the child's behavior does not meet the identified expectations. The forms of discipline and/or procedures will take into consideration improvements in the child's behavior.



E. Offenses for which teachers may refer students to the office and for which the Principal will retain pupils for the remainder of the class period are: chronic Level I, or Level II, III and IV misbehaviors, as specified in the Student Code of Conduct, which is revised annually.

F. Pupils under office discipline may not be used for school services while being detained. A written record of adverse conduct by a pupil shall be secured and maintained by the administrative staff of each building.

#### **Section 5. Removal for Educational Intervention.**

A committee composed of four representatives appointed by the CTU President and four representatives appointed by the CEO shall make recommendations to the CEO and CTU President.

The normal referral process in each school remains in place. Additionally, every classroom teacher shall have the right to exercise a Removal for Educational Intervention (REI) and send a student out of that particular instructional period (secondary/departmentalized instructional period) for up to five (5) days or, if self-contained, out of that particular classroom for up to two (2) days, if the student is consistently or flagrantly disruptive or disrespectful. Students who are being removed from encore classes in elementary, pre-K-8 or K-8 schools, may be removed from that classroom for up to two (2) instructional periods. There will be a simple REI form (Appendix F) supplied to all teachers to be sent with the student, unless the student is escorted to the office by an adult employee who provides the Principal or his/her representative with the necessary information. The form must be submitted electronically within twenty-four (24) hours where the teacher has access to appropriate technology. If the teacher does not have access to appropriate technology, the teacher is to send to the Principal a hard copy of the completed REI Form by the end of the school day. This form will also be used for the purpose of collecting data regarding the REI process and making data driven decisions regarding possible improvements to the process. The LMC will conduct a quarterly review of the aggregated data of the REI process. Under no circumstances may a teacher have more than three students removed from his/her class at any one time without the permission of the Principal. The REI shall not be refused. Teachers will be provided training regarding the appropriate use of the REI.

The administration is to ensure the due process rights of the student are honored. This includes the due process rights set forth in the Student Code of Conduct and rights guaranteed to students with disabilities under federal and state law. Under no circumstances is the student to be returned to that class before the end of the REI period. In secondary schools, the student shall be sent to the office and the administration shall ensure during that period of the day the student will attend no scheduled class, excluding

the Planning Center room, nor be used as an office helper, for the appropriate number of REI days. In elementary schools, the administration shall ensure the student attends no scheduled classes, excluding the Planning Center, for the duration of the removal period, and is not used as an office helper. When a student is removed from a classroom, the administration shall determine the student's placement for those removed days, be it the Planning Center, suspension to home, counseling services, home tutoring, community service, and/or other consequences. However, if the teacher makes a recommendation concerning the consequences, the recommendation shall not be unreasonably refused.

*Move following paragraph to new Section 31 An intervention specialist will be identified and scheduled to provide services to students with IEPs in the Planning Center for a minimum of two (2) periods every day. If no students with IEPs are assigned to the Planning Center for that day, these periods shall be unassigned periods. Assignment to the Planning Center should be voluntary. Intervention specialists must submit in writing to both the principal and chapter chairperson their willingness to volunteer for the Planning Center assignment in lieu of a teaching assignment. If sufficient volunteers are not available to meet the needs of the Planning Center assignment, the principal and chapter chairperson shall determine the fairest and most appropriate solution. No intervention specialist shall be involuntarily assigned to the Planning Center for two (2) consecutive school years. The intervention specialist assigned to the Planning Center will not replace or serve in lieu of the Planning Center Instructional Aide (PCIA).*

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

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

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

A. No Removal for Educational Intervention (REI) decision by a teacher may be cancelled, modified, or in any way changed by any administrative authority, except upon parental appeal to the CEO and the President of the CTU. If the CEO or designee and the President of the CTU or designee agree the REI was appropriate, it is upheld. If the CEO or designee, and the CTU President or designee agree the REI was for an inappropriate amount of time, the number of days is therein adjusted by mutual agreement. If the CEO or designee and the CTU President or designee disagree upon the



REI time period, the matter is remanded to the Board of Education which may refuse to hear the appeal or adjudicate the appeal by a two-thirds (2/3) majority vote to uphold or revoke the particular REI time period. In all cases, the student stays removed unless and until there is agreement between the CEO or designee and the CTU President or designee to shorten the term of removal or the appeal is adjudicated by a two-thirds (2/3) vote of the Board of Education.

B. The District may offer all Chapter Chairpersons a voluntary extended contract for the coming school year for the purpose of before-the-school-year in-service and/or a differential to be present each day for a specified amount of time before and/or after school. Such a differential shall be based on daily rate and the District may determine the amount of time before or after school, up to a maximum of one (1) hour before school and one (1) hour after school.

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

#### **Section 7. Written Referrals & Behavioral Remediation.**

A. The Discipline Subcommittee of the UCC is each school, which shall include the principal or administrative designee and the PCIA, will make recommendations for mutual implementation of a school discipline program.

B. When deemed proper by the teacher involved, in each written referral to the office it shall be specified as to the nature of the remedial action the teacher feels will best deter the child from further inappropriate behavior. If the behavior of the child was a specified Level I, II, III or IV misbehavior as identified by the current Student Code of Conduct, the Principal or his/her designee should seriously consider application of the teacher's specified remedial action. If the child's behavior in the incident is not adequately defined by the Student Code of Conduct and the Principal indicates the proposed remediation is not appropriate, the Discipline Subcommittee of the UCC may recommend alternative forms of discipline in such cases.

#### **Section 8. Referral to CEO.**

Serious disciplinary problems constituting Levels III or IV misbehaviors (Student Code of Conduct revised annually), should be referred by the Principal to the CEO or designee, who will schedule a conference to be held at the District building, at which the pupil, the parent, and appropriate Board personnel will be in attendance.

**Section 9. Principal's Authority for Suspension and Exclusion.**

A. The Principal may suspend a pupil in cases of a serious nature. Some acts for which suspension may be considered are: Level I repeated or chronic occurrences, Level II, III or IV misbehaviors (Student Code of Conduct revised annually).

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

**Section 10. Assault **and or** Battery on an Employee.**

A. A serious assault or battery includes (1) any deliberate inappropriate touching by a student or object that was under control of a student, which causes serious physical, psychological, or emotional harm; or (2) reckless conduct that causes serious physical, psychological or emotional harm.

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

1. Responsibility of the bargaining unit member: If a bargaining unit member believes that he or she has been seriously assaulted or battered by a student, the bargaining unit member shall complete a Pupil/Employee Incident Form and provide a copy to the Principal/Building Leader immediately, if able to do so, or as soon as possible. If the employee is unable to perform his/her duties, the office shall take appropriate steps to cover the employee's instructional responsibilities for the rest of the day and the employee is entitled to the rest of the day on assault leave. The Pupil/Employee Incident Form and the Article 15, Section 10 and 11 Serious Assault, Battery or Menacing Form are included in Appendix F. In any bargaining unit member assault incident, the Chapter Chairperson shall arrange for all necessary forms to be filed in a timely manner, and shall provide transportation and accompany any teacher (both released on school business) testifying in a court of law regarding a student incident at the school.

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

a. When a serious assault or battery is alleged, the Principal/Building Leader shall immediately initiate an investigation utilizing the District's Division of Safety and Security. This investigation shall include obtaining statements from the employee, the student(s), and any witnesses to the incident. Principals/Building Leaders faced with a serious problem,



threatening the security of school personnel or property, are authorized to call the Cleveland Police Department, requesting immediate assistance.

b. The investigation shall be completed within ~~one~~ two (2) business days of the time the bargaining unit member submits the Pupil/Employee Incident Form. During the investigation, the student shall not be assigned to the impacted Bargaining Unit Member's class.

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

d. If the Principal/Building Leader determines that a serious assault or battery occurred, the Principal/Building Leader shall immediately suspend the student for ten days and notify the student's parents. In addition, the Principal/Building Leader shall submit the Article 15, Section 10 and 11, Serious Assault, Battery or Menacing Form to the Division of Pupil Personnel, Office of Hearings and Appeals, so the student can be assigned to another placement following the conclusion of the suspension. The Serious Assault, Battery or Menacing Form shall include the definition of assault or battery as defined above. In addition, if the Principal/Building Leader either recommends expulsion or other interventions in addition to the suspension, the Principal/ Building Leader shall complete a Student Administrative Intervention Form ("SAIF") and forward the SAIF, along with a copy of the file, to the Division of Pupil Personnel, Office of Hearings and Appeals.

e. Consistent with the Family Educational Rights and Privacy Act ("FERPA") and ORC 3319.321, the Principal/Building Leader shall provide a copy of his or her findings to the bargaining unit member and the Chapter Chairperson. These findings shall include redacted copies of any written referral to the Division of Pupil Personnel, Office of Hearings and Appeals, the Incident Report Form, all witness statements, any reports or findings from Safety and Security, and the Principal/ Building Leader's determination.

f. If the Principal/Building Leader determines that a serious assault or battery did not occur, the employee may request that the Academic Superintendent or designee review the facts and render a decision. In such case, the Principal/Building Leader shall provide a complete copy of his or



her investigation, including any related paperwork, to the Academic Superintendent.

g. If the assailant has left the premises, the police shall be called and notified, and if the employee requests, a staff individual of the assaulted employee's choice with the Principal's approval may accompany the employee to the police station and/or medical assistance.

3. Responsibility of the Academic Superintendent after receiving a request for review from a bargaining unit member:

a. The Academic Superintendent shall review all materials provided by the Principal/Building Leader and shall determine whether a serious assault or battery occurred. If the Academic Superintendent determines that a serious assault or battery occurred, the Academic Superintendent shall either follow the procedure outlined in Sections 2(d) and (e) above, or shall direct the Principal/Building Leader to do so. This process shall be completed in no more than two working days from the date the bargaining unit member submitted the Pupil/Employee Incident Form to the Principal/Building Leader, if the student is in an elementary classroom, or five working days from the incident, if the student is in a secondary classroom.

b. If the Academic Superintendent determines that a serious assault or battery did not occur, the bargaining unit member may file a grievance related to the incident, pursuant to Article 15, Section 27. The bargaining unit member shall, upon request, and consistent with the mandates set forth in FERPA and ORC 3319.321, be provided with redacted copies of the Pupil/Employee Incident Form, all witness statements, and any report or findings from Safety and Security and the Principal/Building Leader's determination or Academic Superintendent's determination.

4. Responsibility of the Division of Pupil Personnel:

a. If the Division of Pupil Personnel, Office of Hearings and Appeals, receives a copy of the Article 15, Section 10 and 11, Serious Assault, Battery or Menacing Form, it shall make immediate arrangement for the student to be assigned to another placement following the conclusion of the suspension.

b. If an appeal has been filed by the student and/or parent/guardian, the Office of Hearings and Appeals shall review the matter, but the review shall

be limited to the determination as to whether the student received due process at the Building Level.

c. If the Division of Pupil Personnel, Office of Hearings and Appeals received a SAIF, it shall conduct a due process hearing, if necessary, and upon review of the facts, a determination will be made for a referral to Juvenile Court and/or disposition by the District.

5. Under no circumstances shall a student who has been found to have committed a serious assault or battery on a bargaining unit member be returned to the school either that school year, or any other school year, without the written agreement between the assaulted member (if still at the school), the receiving member(s), the Chapter Chairperson and the Principal/Building Leader.

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

D. If the CTU believes that Article 15, Section 10, has not been followed, the CTU may file a grievance pursuant to Section 31 of this Article.

#### **Section 11. Menacing.**

A. The procedures for serious assault and battery, set forth in Section 10 above, shall also be followed in cases of serious menacing of an employee by a pupil in the course of employment. For purposes of this section, "Serious Menacing" is defined as the pupil making a threat, of serious physical, psychological, or emotional harm, orally or in writing, directed to the bargaining unit member or a member of the bargaining unit member's family.

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

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

C. If the CTU believes that Article 15, Section 11, has not been followed, the CTU may file a grievance pursuant to Section 31 of this Article.

### **Section 12. Disciplinary Guidelines Committee.**

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

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

### **Section 13. Faculty Meetings on Discipline.**

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

B. Principals shall inform the faculty of security guard personnel responsibilities and their relationship to the school staff. Principals shall be responsible for communicating with the security personnel and/or their supervisor regarding performance concerns. ~~the performance of security guards.~~

### **Section 14. Auditorium Programs for Students.**

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



### **Section 15. Detention Period.**

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

B. On a school-by-school basis, the Discipline Subcommittee of the UCC and the Principal shall establish the guidelines for the use of detentions and the length, frequency and time of the detention period program. Cooperatively, they shall determine the staffing and monitoring of such a program.

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

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

### **Section 16. Aggravation Intraschool Transfer.**

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

### **Section 17. New Home School for Expellees.**

In cases where a secondary school student is expelled and it can be shown that his/her return to the home school will create a danger to a bargaining unit member or a severe disruption to the academic process, either the Principal or the CTU Chapter Chairperson may request that the expelled student not be returned to his/her home school during the remainder of his/her years in the District. Such requests shall be heard by a Disciplinary Appeal Panel comprised of the appropriate Academic Superintendent (or his/her designee), the Principal of the school and the Chapter Chairperson of the school. The decision of this Disciplinary Appeal Panel shall be final and binding on the parties to

this Agreement. Parents/legal guardians may appeal this decision through procedures as set forth in the Student Code of Conduct. This provision does not apply to expulsions resulting from a serious assault or battery, which are governed by Article 15.

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

### **Section 18. Code of Conduct.**

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

### **Section 19. HumanWare/Social Emotional Learning Committee**

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

### **Section 20. Discipline Alternatives.**

Teachers shall have the right to the emergency removal of students from curricular or extracurricular activities under the teacher's supervision provided that the procedures governing emergency removal as set forth in the Student Code of Conduct are followed. An emergency removal is the removal of a student from a situation in which that student's presence poses a continuing danger to persons or property, or an ongoing threat of disrupting the academic process in the classroom or elsewhere on the school premises. Emergency removal is not a disciplinary tool and shall not be used as a substitute for suspension. The Principal and the UCC at each school shall establish written procedures for alternative settings for disruptive students, provided that such procedures do not conflict with the District's Student Code of Conduct.

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



A. Student Support Teams (SST) are designed to serve as evidence-based teams that utilize a data-driven multi-disciplinary problem solving approach to identify and monitor interventions for students.

B. A student support team shall be comprised of the principal, a teacher, and at least one school support personnel employee (psychologist, nurse, guidance counselor) who will be assigned to the SST by the District. Each principal and chapter chairperson will collaboratively present the opportunity to apply to be the teacher representative on the SST to their faculty at the first school faculty meeting of the school year.

Teachers interested in being selected as the teacher representative on the SST must apply through a letter of interest to the principal and chapter chairperson within seven calendar days of being notified of the opportunity as described in C above.

C. The principal and chapter chairperson, by written mutual agreement, will select one teacher as the teacher representative on the SST from the pool of participants. Selection of the teacher shall occur annually and the teacher representative will serve on the SST for the full academic year. A teacher who served on the SST in the previous year shall be eligible to apply annually. The principal shall submit a roster of the SST Core Team members and the meeting schedule to the HumanWare Executive Committee no later than fourteen calendar days from the beginning of the school year.

D. SST meetings will be held on the same day and period each week during the school year. Additional meetings, scheduled by mutual consent of the SST Core Team, may be scheduled as necessary. If there is a need for a meeting beyond the school day, and a CTU member is invited by the SST team, and is in attendance, the CTU member will be paid the in-service instructor rate for that meeting. Any part of an hour will be considered an hour. The SST will meet every week for the equivalent of one class period (e.g., 50 minutes in K-8 Schools, 45 minutes in high schools or for the class period length as defined in the AAP) and attendance to this meeting will be considered the teacher representative's teaching assignment. Schools that use a block schedule format will still be required to ensure their SST meets weekly for a 45-minute period of time.

E. In elementary and K-8 buildings, the Core Teacher representative will be assigned one fewer teaching assignments per week than the maximum number of teaching assignments. In high schools, the Core Teacher representative will be assigned one fewer forty-five minute teaching assignment or for the class period length defined by the AAP. The teacher selected for the SST shall have the choice of either being released from home room responsibilities daily or they can select one period of class coverage per week in lieu of one planning period per week, freeing the core teacher representative to meet once a week during his or her planning period.



F. Whenever any other CTU Bargaining Unit Member is invited to attend an SST Meeting, class coverage will be provided or the Member will be compensated class coverage if it is during their planning time or lunch (if the member agrees).

G. If an additional SST team or a different structure is needed in a school, the Principal and the Chapter Chairperson must inform the HumanWare Executive Committee for approval.

## **Section 22. Classroom Meetings.**

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

A. All freshman students will participate in daily classroom meetings that follow a basic 20 minute format of greeting, sharing, activity, news and announcements. The principal and chapter chairperson at each school shall mutually agree on the determination of how the 20 minutes are scheduled into the school day. The Freshman Seminar period can be used for classroom meetings.

B. All CM instructors will attend two days (12 hours) of mandatory Professional Development to learn best practices of CM facilitation. The training will take place during the school day, or through Voluntary Professional Development Hours.

## **Section 23. Mediation and Anti-Bullying Programs.**

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

A. The Principal and UCC at each school shall, by written mutual agreement on or before June 1st of each school year, select one (1) CTU bargaining unit member as a Mediation Counselor and one (1) CTU bargaining unit member as an Anti-Bullying Coordinator. Each Mediation Counselor and Anti-Bullying Coordinator will be paid a differential as set forth in Appendix A to deal with mediation and anti-bullying matters.

B. The Mediation Counselor shall receive Basic Mediation Training from the Center For Conflict Resolution, or equivalent institution, at District expense, with the goal of becoming a certified Mediation Counselor. The Anti-Bullying Coordinator shall receive Anti-Bullying Training from the Center For Conflict Resolution, or equivalent institution, at District expense.

C. Concurrent with the training, each Mediation Counselor shall arrange for mediation training of no less than twenty-five (25) students jointly selected by the Mediation Counselor and the Principal in the school and shall take all steps necessary to initiate and implement a mediation service with the express goal of providing the student

population encouragement and direction in the handling of difficult personal matters without resorting to physical force or intimidation. Each Anti-Bullying Coordinator shall arrange all anti-bullying programs and initiatives within the school setting with the goal to decrease the prevalence of bullying within the school.

D. The HumanWare/SEL Committee shall monitor all mediation and anti-bullying efforts in the District, coordinate interschool events and, in general, assist in the development of a comprehensive mediation and anti-bullying programs which every student in the District has access to and is encouraged to utilize. The committee is further charged with studying and making recommendations to the CTU President and the CEO regarding further program development specifically targeted to the elementary level, possibly employing student mediators.

#### **Section 24. Student Advisory Committee**

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

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

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

#### **Section 26. ~~Security Guards Mobile Patrol Officers.~~**

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

#### **Section 27. Student Reassignment.**

If a pupil is repeatedly suspended during a school year, the discipline intervention team and/or the Principal and the Chapter Chairperson may jointly recommend to the CEO or designee that the pupil be transferred to an option school or program appropriate

to the child's grade level for the balance of that school year, subject to applicable state and federal law.

**Section 28. Possession of Guns, Knives or Explosives.**

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

**Section 29. Stealing/Vandalizing Employee Motor Vehicle.**

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

**Section 30. Planning Center Intervention Program.**

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

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

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



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

The PCIA positions will be posted and interviewed. PCIA's in these positions will be provided with professional development on the program's procedures and instructional content. **When there are no students assigned to the Planning Center, the PCIA shall complete PCIA related duties including filing student information for SEL documentation, mentoring students one-on-one or in small groups (e.g. anger management, conflict resolution), providing behavioral interventions, and responding to early warning signs (de-escalation) in conjunction with the classroom teacher.**

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

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

The principal and PCIA shall mutually agree to a schedule which includes a duty-free lunch, two personal needs times of fifteen minutes each, and a forty-five minute planning period. This planning period shall be scheduled before or after school to record office referral information into the electronic system and to conduct all Planning Center activities.

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



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

**[New Section 31, all others move down, moved from Section 5]** An intervention specialist will be identified and scheduled to provide services to students with IEPs in the Planning Center for a minimum of two (2) periods every day. These ten (10) periods per week must be considered when completing staffing for special education. If no students with IEPs are assigned to the Planning Center for that day, these periods shall be unassigned periods. Assignment to the Planning Center should be voluntary. Intervention specialists must submit in writing to both the principal and chapter chairperson their willingness to volunteer for the Planning Center assignment in lieu of a teaching assignment. If sufficient volunteers are not available to meet the needs of the Planning Center assignment, the principal and chapter chairperson shall determine the fairest and most appropriate solution. No intervention specialist shall be involuntarily assigned to the Planning Center for two (2) consecutive school years. The intervention specialist assigned to the Planning Center will not replace or serve in lieu of the Planning Center Instructional Aide (PCIA).

### **Section 31. Resolution of Grievances Arising under this Article.**

A The CTU and CMSD agree that the implementation of student discipline shall comply with federal and state law. Whenever possible, this Article shall be implemented consistent with federal and state law. If the District believes that this Article cannot be implemented consistent with federal or state law, the District shall notify the CTU in writing of the specific inconsistency and the parties shall attempt to resolve the inconsistency. If the parties are not able to reach an agreement, the matter shall be referred to expedited arbitration, as outlined in Section C below Article 6.

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

C. Any grievance alleging a violation of Article 15 shall be filed by the CTU with the Director of Labor Relations, who shall have five (5) work days to attempt to resolve same to the satisfaction of the employee, CTU and the Principal. If such a resolution is not achieved, the CTU may proceed to expedited arbitration under Article 6. CTU's Director of Grievances and the District's Director of Labor Relations shall jointly contact members of the special purpose panel on a rotating basis. The first such panel member available to hear the grievance and issue a written decision within ten (10) work days of her/his appointment shall be chosen to hear and rule on that grievance.

*DOJ 4/22/16*  
*SJR 4/22/16*



**April 4, 2016, Tentative Agreement**

**ARTICLE 16 - STUDENT GRADING AND STUDENT PROMOTION PROCEDURES**

**Section 1. Grade Reports.**

A. Grading procedures will be computerized in all schools. Interim progress reports will be computerized in all schools. All IERP's (Individualized Education Remediation Plan) will be totally computerized and generated by the school system.

B. Teachers shall be notified of the due dates of the Master Time Line for teacher reports and any relevant changes in the Master Time Line as soon as such information is available. Computer forms for grades, interim progress reports and any other report requiring teacher activity will be given to the teacher no less than two (2) full school days before being due. The Principal and the UCC shall mutually agree to any deviation to the items stated above.

C. No official written reports to parents shall be required except the officially adopted report cards, interim progress reports and other reports as may be required by law.

D. Report cards and interim progress reports shall be entered into the SBRC system for all reporting periods based on schedule developed annually by the district's Division of Research and EMIS.

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

A. There will be four (4) marking periods in the secondary schools. The grading periods and attendance periods will be coterminous, if feasible.

B. Final marks shall be scheduled for collection no earlier than one (1) day before the last day of the semester, provided such grades are subject to change based on the pupil completing or not completing the course requirements.

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

A. Course content shall be revised for even delivery and accurate student knowledge assessment.

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

C. All students shall receive interim progress reports.

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

A. No teacher's grade of a student shall be changed without the written mutual agreement of the teacher and the Principal.

B. If it is an elementary/K-8 teacher's best professional judgment that a child should not be promoted, the child shall not be promoted unless there is written mutual agreement between the teacher and the Principal.

C. Middle students (grades 7 and 8) shall not be promoted if they do not meet minimum grade level requirements unless there are compelling reasons. In such instances the teacher shall be informed of the change and associated reason(s) in writing.

D. A student at the elementary/K-8 level who has not been promoted shall not be assigned to the same instructor the following year without permission of the teacher, unless no other practical alternative placement exists within the school. No student at the secondary level who failed any class shall be assigned to the same instructor the following year without permission of the teacher, unless there is no other practical alternative placement within the school.

E. Students having achieved a passing grade in a class or grade, and having received credit for the class or grade, shall not be scheduled to repeat the class unless both the parent(s)/ guardian of the student in the student's home, or the student him/herself if eighteen (18) years old or older, and the teacher all agree it is educationally sound to do so.

F. If a grade is assigned by a home tutor or any other person besides the classroom teacher to whom the student is assigned, such grade assignment shall be noted as not having come from the classroom teacher, and such note shall be recorded by the administration on the report card and in the student's permanent record card.

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

A. One interim progress report will be sent to the parents each grading period. Such interim progress reports are required for all students.

B. An interim progress report shall be sent at the midpoint of each grading period. Interim progress reports should be sent prior to the end of the eighth (8th) week of the fourth (4th) marking period.

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



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

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

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

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

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

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

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

B. If grade books are collected at the end of the school year, teachers shall have reasonable access to a copier to make a copy of the grade book. If the grade book belongs to the District, the teacher shall retain the copy. If the grade book or other method, including computer storage, belongs to the teacher, the teacher shall make a copy of the grades which shall be retained by the District. The District shall provide computer disks a means (e.g. jump drive) for copying grade information to teachers who elect to store grades electronically. The grade book or copy of the information in the grade book or data storage system retained by the District shall be available to the teacher in the next school year.

## **ARTICLE 18: PROFESSIONAL CONDUCT AND PROCEDURAL PROTECTION**

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

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

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

C. The purpose of discipline is to improve the work performance and conduct of the employee affected. As a result, the District acknowledges its commitment to practice progressive discipline whenever appropriate.

D. If an administrator suspects an employee has engaged in misconduct, the administrator shall conduct a preliminary investigation. The employee will be informed of his or her alleged misconduct. An opportunity for explanation by the employee shall be provided and the employee shall be afforded due process. After due process is afforded, if a reasonable explanation is provided, the matter will be considered resolved. If a reasonable explanation is not provided, then the principal may issue a written reprimand or may proceed to a fact-finding hearing. The preliminary investigation and action, if any, shall be completed within ten (10) work days of the time the administrator learned of the alleged misconduct. This time period may be extended by mutual agreement between the administrator and CTU.

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

F. If an administrator determines, after a preliminary investigation, that an employee may have engaged in conduct that could lead to a recommendation for termination or disciplinary suspension without pay, the employee shall be entitled to a fact-finding hearing to determine if termination or disciplinary suspension without pay is warranted. The hearing shall be held before an administrator designated by the chief executive officer. Prior to the hearing, the administrator designated by the chief executive officer shall provide the employee with written notice of the allegations and of the right to request representation by the CTU, and copies of any written evidence related to the allegations. The hearing shall be held within a reasonable period of time following the employee's receipt of the written notice of the allegations. The employee may have a representative of the CTU present at the hearing. During the hearing, the employee shall be given a meaningful opportunity to respond to the allegations, including the opportunity to submit additional evidence. Not later than ten business days after the hearing, the administrator designated by the chief executive officer shall notify the employee in writing of the administrator's recommendation for discipline and the rationale for the recommendation, and shall provide a copy of the notification to the chief executive officer.



G. If the administrator designated by the chief executive officer recommends to the chief executive officer that the employee be terminated or placed on disciplinary suspension without pay, the chief executive officer shall review the evidence and determine whether termination or disciplinary suspension without pay is warranted. The chief executive officer shall make a **written** recommendation regarding discipline at the next scheduled meeting of the board. **A copy of the recommendation must be given to the employee and the CTU representative a minimum of one (1) working day prior to the board meeting. However, if the recommendation of the CEO might be is to increase the discipline recommended by the district-level administrator, the CEO shall meet with the employee and his/her CTU representative prior to transmitting the recommendation to the board. This meeting will not be delayed due to the unavailability of the employee and/or the CTU representative.** The board may adopt or modify the chief executive officer's recommendation, except that the board shall not increase the recommended discipline. The board shall notify the employee of any action taken by the board on the chief executive officer's recommendation. Any termination or disciplinary suspension without pay imposed by the board shall take effect immediately.

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

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

J. All disciplinary hearings shall be conducted in a private and professional manner.

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

## **Section 2. Procedural Protection.**

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

B. Before such removal and reassignment occurs, the employee shall meet with the immediate supervisor or Academic Superintendent, be informed of the specific allegations being investigated, and have the opportunity to respond to the allegations. If the immediate supervisor or Academic Superintendent finds sufficient cause, the appropriate Academic Superintendent



(only) or the CEO (only) may authorize such an emergency removal and reassignment. Before the end of the next school day, the immediate supervisor or Academic Superintendent shall submit a written notice of the allegations to the employee.

C. An Academic Superintendent (only) or the CEO (only) shall authorize such an emergency removal and reassignment. If the member or the CTU believes that the emergency removal and reassignment was not necessary, the CTU may submit a grievance alleging the emergency removal and reassignment was unjustified and/or inappropriate, and the issue to be decided by expedited arbitration if the grievance is not sustained by the District.

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

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

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

E. Human Resources shall submit a written recommendation regarding appropriate discipline within ten (10) school days after the disciplinary hearing has concluded, assuming there has been a finding of guilt on the part of the employee involved.

F. The timelines delineated above may be extended by written mutual agreement of the District and CTU.

G. If the alleged misconduct also is the subject of criminal charges, then the proceedings described above shall be held in abeyance after the Academic Superintendent submits his/her recommendation. The employee shall remain on reassignment until all criminal proceedings have been concluded, at which time the procedures described above shall be re-instituted.

H. Any reassignment of a regular employee with pay pending an investigation of alleged misconduct does not constitute disciplinary action against that employee.

I. The responsibility for requesting CTU representation under the circumstances described in Article 2, Section 1, of the CTU/District Collective Bargaining Agreement rests

exclusively with the employee, and failure of the employee to request CTU representation shall constitute a waiver of such rights. The District shall not deny a request for CTU representation when requested.

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

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

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

 4/20/16  
SJR 4/20/16

**Tentative Agreement**  
**April 20, 2016**

**ARTICLE 19 - LAY-OFFS AND RECALLS**

**Section 1. Lay-off Guidelines.**

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

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

A. The District will provide all certificated/licensed District personnel (hereafter “teachers”) with thirty (30) school days’ notice of lay-off; provided, however, that an employee must be available for work for those thirty (30) days (including on a substitute basis) to be eligible for their regular pay during that period. A probationary teacher is defined for lay-off/recall purposes as a teacher new to a teaching position in the District who has not had the opportunity to complete a full evaluation cycle which includes a composite evaluation and, for classroom teachers, student growth measures.

B. Lay-offs that take effect for classroom teachers during the 2013-14 school year will be governed by Appendix S. Lay-offs that take effect for Related Service Providers (“RSPs”) (i.e., non-classroom professionals, including psychologists, guidance counselors, media specialist, school nurses, OTs, PTs, SLPs etc.) during the 2013-14 and 2014-15 school years (unless otherwise modified by Article 13, Section 2(K), Evaluations), will also be governed by Appendix S.

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

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



7. Teachers on limited or extended limited contracts with a composite evaluation rating of skilled;
8. Teachers on continuing contracts with a composite evaluation rating of skilled;
9. Teachers on limited or extended limited contracts with a composite evaluation rating of accomplished;
10. Teachers on continuing contracts with a composite evaluation rating of accomplished.

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

C. Within each of the above categories, teachers shall be listed by system seniority. Where two teachers share identical seniority positions because of the same effective date of employment, the tie breaking procedure set forth in Article 17, Section 4, Seniority Tie-Breaker, will be used. Teachers within any category shall be laid off by inverse system seniority, subject to Section D below.

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

E. For the purposes of lay-off, no later than August 1 of each year, the District shall establish the potential lay-off order based upon Sections B through D above and provide an electronic copy to the CTU President. The established list shall be in effect for any lay-off from August 1 through July 31 of the following school year. The parties agree the list must be accurate. The list will be corrected as necessary. The CTU President and CEO shall have the right to mutually agree to change this timeline.

F. If a teacher in the area affected holds alternative certification/licensure, he/she may choose to accept a position using the alternative certification/licensure but may not utilize the certification/licensure in the area he/she would have been laid-off in until he/she would have been eligible to be rehired from the recall list.

## **Section 2. Recall.**

A. The teachers whose contracts are suspended by the board pursuant to this Article shall have the right of restoration by the board if and when teaching positions become vacant or are created, for which the teachers are or become qualified within three years after the date of the suspension of contract. The board shall rehire teachers in the affected area of licensure starting with teachers in category B.10. above and shall proceed sequentially through teachers in category B.2. above, until all vacant positions have been filled. No teacher whose contract has been suspended pursuant to this section shall lose the right of restoration by reason of having declined recall to a position that is less than full-time, or if the teacher was not employed full-time just prior to suspension of the teacher's contract, to a position requiring a lesser percentage of full-time employment than the position the teacher last held while employed in the district.

B. The District shall provide the Union with a recall list for employees represented by the Union for each job category in which lay-offs have occurred. Category assignments will be based on the most current composite evaluation rating as reflected on the recall list in effect as of the date of the recall of the affected teachers. Additions to those recall lists shall be sent in writing to the Union as soon as the employees are laid-off. A complete updated list shall be provided to the Union on at least a quarterly basis.

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

D. An employee who is offered such a vacancy, in writing, and refuses to accept that position shall be removed from the recall list, except as provided in Section E below. The District will not fill any position with a new hire while a recall list for that teaching area is in effect except as provided in Section E below. All day-to-day substitute or temporary employees shall be hired from the recall list for the teaching area in which employees are needed, if such a recall list exists. However, the employees who wish to be



on the day-to-day substitute or temporary help list must inform the District of that in writing at the time their lay-off becomes effective. The District will offer each employee the appropriate request form to be placed on that list prior to the last day of work of that laid-off employee. Laid-off employees shall be offered such a request form.

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

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

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

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

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

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

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

*DD 4/20/16*  
*JJM 4/20/16*

from CTU  
4/8/16 9:30

E. For the purposes of lay-off, no later than August 1 of each year, the District shall establish the potential lay-off order based upon Sections B through D above **and provide an electronic copy to the CTU President.** The established list shall be in effect for any lay-off from August 1 through July 31 of the following school year. **The parties agree the list must be accurate. The list will be corrected as necessary.** The CTU President and CEO shall have the right to mutually agree to change this timeline.

IMR  
DJ

April 4, 2016

Article 22: Maintain Current Contract Language

Σ 100 4/5/16  
800 4/5/16



EMR 4/8/16  
JW 4/8/16

## April 8, 2016, Tentative Agreement

### ARTICLE 25 - COMMITTEES AND PROJECTS

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

A. The District and the CTU will set up a Joint Committee for School Climate Improvement Projects (JCSCIP).

B. The JCSCIP will consist of five (5) representatives selected by the CEO and five (5) representatives chosen by the CTU.

C. The District will provide technical assistance as available in both the application and implementation process. The CEO will designate appropriate staff members to assist this committee.

D. The JCSCIP will set up a process of monitoring and evaluating the projects. The JCSCIP will also set up a process to collect information and distribute the results of the projects.

E. Release time will be provided for committee members' activities, if possible.

#### Section 2. Divisional Committee.

A. At each divisional level, there shall be formed a standing committee which meets a minimum of once every three (3) months with the Academic Superintendent, a Principal, and an Assistant Principal to address problems which are long-standing or have developed in the division. Each divisional committee shall include four (4) full-time CTU bargaining unit members, whose job assignments are within the relevant division, selected by the CTU.

B. The divisional committees shall provide input relevant to all proposals or plans of the District which directly or indirectly affect the schools of that division. The committee will further evaluate the impact of such issues with regard to students, staff, parents, and educational policy. The divisional committee shall make recommendations to the CEO and the CTU Executive Board about modifications or abandonment of any specific plan or program.

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

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



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

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

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

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

#### **Section 3 4. Medicaid Provider Subcommittee Committee.**

A joint subcommittee of the Joint Special Education Committee, made up of at least one (1) bargaining unit member selected by the CTU President from of each Medicaid provider group and their supervisor, will be established to make recommendations to the Joint Special Education Committee with regard to the maximization of both Medicaid reimbursement and efficiency of Medicaid reporting processes Community Alternative Funding System for approval by the end of the 1996-97 school year. The CTU President (or designee) and the CEO (or designee) will determine the make-up of the committee.

#### **Section 4 5. Recruitment.**

The District and the CTU agree to revitalize the Joint Committee on Teacher Recruitment. The committee will review the District's recruitment plan. The committee's recommendations shall be given to the CEO and the CTU President who may agree to implement the plan. One component of the plan shall include the external recruitment of teachers. A second component of the plan shall include the encouragement of students to appreciate and enter the teaching profession. Cleveland teachers will be utilized in the effort as indicated in the plan. If the Board allocates funds, up to four teachers selected by the Joint Committee may be released as recruiters. In addition, in any year in which the District has at least 200 open positions, the District and the CTU shall jointly identify up to eighty new teachers (defined as teachers in their first, second or third year of teaching



in the District) to return to the college or university where they obtained their education for purposes of recruiting new teachers. The identified teachers will receive release time, reimbursement for expenses and a Stipend of at least \$100.

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

This committee shall be comprised of six members, three appointed by the CTU President and three appointed by the CEO. ~~One of the functions of the Committee is to seek necessary funding from federal, state and local sources to reduce class size and to research the availability of community resources. In addition,~~ This Committee will determine how to recognize schools that excel in educating Cleveland's children. In determining eligibility for school performance/attendance incentives, the Committee will consider all factors which have an impact on student success including, but not limited to, student achievement, student attendance, and such other items as might be agreed upon by the CEO and the CTU President. The Committee is also charged with determining possible forms of recognition for eligible buildings. The Committee shall make written recommendations to the LMC for approval. The recommendations of the LMC shall then be provided to the CTU President and the CEO for final approval.

**Section 6 7. Joint Committee on Early Childhood.**

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

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

**Section 78. Differential Job Description Subcommittee.**

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



**Tentative Agreement**  
**April 13, 2016**

**ARTICLE 28 - BUILDING FACILITIES, SUPPLIES AND FUNDS**

**Section 1. Staff Lunchrooms and Restrooms.**

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

**Section 2. Duplicating Facilities.**

A. Duplicating facilities shall be made available to teachers in all buildings. Duplicating materials are to be limited to school activities. Caseload managers will have access to a working computer and printer for the purpose of IEP development and caseload management. The location of equipment will be determined by the Principal and the UCC.

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

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

**Section 3. Equipment and Supplies.**

A. Additional funds will be allocated to provide greater availability of teaching supplies and equipment to teachers. The additional material is to be distributed in such a manner as to insure an equitable distribution to all schools. Every effort will be made to assure that sufficient supplies can be ordered and will be delivered in time to take care of normal expected usage in the school year.

B. The UCC in each building will assist the administration in preparing and processing the equipment and supply orders for the school which are budgeted and delivered on a calendar year basis as follows:

**General Fund and Special Fund Supplies**

1. Fall orders — Deliveries to the schools will begin the following January and shall be completed by March 15.

2. Spring orders — Deliveries to the schools will begin as early as possible and shall be completed by October 15.

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

C. Newly employed teachers and all teachers who transfer to a new teaching assignment will be provided appropriate supplies and district adopted curriculum materials. If a teacher is transferred into a newly created classroom, appropriate furniture will be provided.

D. The district shall do a technology needs survey by the end of the 2016-17 school year. This includes assessing the needs of educators and students. The needs assessment will be reviewed by a joint CTU/CMSD Technology Taskforce of equal CTU (selected by the CTU President) and district (selected by the CEO) representatives in the summer of 2017, and will make recommendations regarding priorities for the upcoming year's technology investments to the CEO and CTU President. The CEO will consider the Taskforce's recommended technology priorities when planning the district's technology investment.

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

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

#### **Section 5. ~~Building Funds for~~ Snow and Ice Removal.**

A. The District will act in a diligent and appropriate manner to remove snow and ice from sidewalks and parking lots. The District will use its best efforts to provide the appropriate equipment and materials necessary to address snow and ice conditions at its buildings.

B. Until such time as the District is able to effect a workable procedure for system-wide snow removal, the following procedure may be practiced: Money available in building funds that is not earmarked for specific projects may be



used in paying for snow removal service when agreed upon in a written mutual agreement upon by the Principal and the UCC. Snow removal equipment must conform with specifications as set up by the District.

**Section 6. Temperature.**

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

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

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

**Section 8. Administrative Issues Committee.**

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

**Section 9. Class Supply Allocation.**

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

**Section 10. Locks.**

The Principal and UCC shall determine by written mutual agreement whether each school's building budget shall include a line item to provide classroom doors with locks that work and to provide teachers with keys to the locks for the rooms they must enter as part of their job responsibilities. The Principal and UCC shall decide by written mutual agreement on the amount of annual expenditures, if any, on such line item. Teachers are permitted to lock their classroom doors if they are not present and the room is not scheduled to have students under supervision inside.

**Section 11. Vermin Eradication.**


The District will act in a diligent and appropriate manner to address situations where vermin are sighted. These efforts may include the use of professional



exterminators. Concerns about potential vermin infestations should be addressed to the appropriate worksite supervisor. Persistent concerns about potential vermin infestations should be addressed to the district's Executive Director of Facilities.

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

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

 4/13/16  
SMM 4/13/16

ARTICLE 29  
EMPLOYEE BENEFITS

THE PARTIES AGREE TO MAINTAIN CURRENT CONTRACT LANGUAGE

*SMR 4/22/16*

*JD 4/22/16*

**CTU Fact-Finding Proposal**  
**April 15, 2016**

**CMSD Counter Proposal**

**April 20, 2016 – 4:20pm**

**APPENDIX C**

**PARAPROFESSIONAL CAREER LADDER**

**1. Definition**

The Cleveland Paraprofessional Career Ladder is a system of career options which afford paraprofessionals opportunities for professional growth and upward mobility in order to improve learning opportunities for students. Paraprofessionals will have opportunities to enhance their skills, knowledge and abilities, and improve the delivery of educational services by accepting additional responsibilities and duties. Lastly, the system will provide a choice so that paraprofessionals will be prepared to enter the teaching profession.

**2. Eligibility**

The Cleveland Paraprofessional Career Ladder is available to employees of the District who are categorized as full-time paraprofessional personnel in the following positions:

- Educational Aide
- Instructional Assistant
- English Language Learners Aide
- Planning Center Instructional Assistant (P.C.I.A)
- Attendance Liaison
- Parent Mentor Aide

Paraprofessionals who are interested in being considered must meet the specific career ladder level qualifications.

The employment status (salary, seniority or job assignment) of those paraprofessionals who choose not to participate or who fail to qualify will not be affected. If any new paraprofessional classifications are established, employees hired in these classifications shall be eligible for the Paraprofessional Career Ladder.

Paraprofessionals on Teacher Track V that have completed all educational requirements of the licensing College/University, except student teaching, will be granted 12 or 15 weeks of paid education leave in accordance with the college/university structure of semesters or quarters.

**3. Paraprofessional Career Ladder Chart**

<i>ELIGIBILITY</i>	<i>REQUIREMENTS</i>
<i>Level I-T (T =Teacher track)</i>	
Application	Performs responsibilities of paraprofessional as outlined in job description with a rating of at least “Average” in “Overall performance of successful and quality work”
Full – time paraprofessional	Participates in District’s Paraprofessional Development credits Institute
High school diploma or GED	Develops and completes job targets
Employed by District with one year paraprofessional experience	
48 quarter hours or 32 semester hours of District approved college	
Educational Aide Permit (State of Ohio)	

<i>ELIGIBILITY</i>	<i>REQUIREMENTS</i>
<i>Level I-E (E =Enrichment Track)</i>	
Application	Performs responsibilities of paraprofessional as outlined in job description with a rating of at least “Average” in “Overall performance of successful and quality work”
Full – time paraprofessional	Participates in District’s Paraprofessional Development credits Institute
High school diploma or GED	Develops and completes job targets
Employed by District with one year successful paraprofessional experience	
80 approved in-service hours within last 5 years	
Educational Aide Permit (State of Ohio)	



<i>ELIGIBILITY</i>	<i>REQUIREMENTS</i>
<i>Level I-C (C =Combination Track)</i>	
Application	Performs responsibilities of paraprofessional as outlined in job description with a rating of at least “Average” in “Overall performance of successful and quality work”
Full – time paraprofessional	Participates in District’s Paraprofessional Development credits Institute
High school diploma or GED	Develops and completes job targets
Employed by District with one year paraprofessional experience	
24 quarter hours or 16 semester hours of District approved college	
40 District approved in-service hours	
Educational Aide Permit (State of Ohio)	

## **Teacher Track VI**

Beginning with one (1) pilot cohort starting in the 2016-17 school year the district will implement Teacher Track VI of the Career Development Program Path for Paraprofessionals which provides eligible paraprofessionals with the opportunity to earn a Bachelor's degree and attain teacher certification in areas of high need. Based on the needs and resources of CMSD, the program pays tuition for 6 credits per semester for undergraduate study at participating colleges/universities. Candidates in the program will have two and a half hours per week of release time to be mutually agreed upon with the principal. In addition, the Program will pay the initial college admission/application fee for paraprofessionals participating in the program.

This release time cannot be used to attend classes during the scheduled work day unless agreed upon by the school principal or the principal's designee. However, we do encourage paraprofessionals to take courses during the late afternoon, evenings and/or weekends to avoid conflict with their work schedules. During the period of student teaching, participants approved to be in the program will be required to apply for a paid Leave of Absence.

Paraprofessionals attending and completing six (6) credits/semester hours of study during the summer semester may be eligible to receive a summer stipend.

Any paraprofessional currently on Teacher Track V may either complete Teacher Track V or may apply to Teacher Track VI during the application period for the initial pilot cohort. If the paraprofessional plans to stay in Track V, they will be responsible for confirming their participation, providing documentation of current progress towards completion and projected completion date to the Talent Office. If accepted into Teacher Track VI, the paraprofessional would fall under the guidelines of Track VI. Any paraprofessional who begins the Teacher Track VI pilot will have the opportunity to complete the program provided that he/she meets the requirements. Should a new cohort for Teacher Track VI be discontinued not be offered, then Teacher Track V will be reopened for new participants.

## **Financial Aid**

In order to participate, applicants must apply for financial assistance. For paraprofessionals who benefit from Federal Pell Grant or State level tuition assistance, financial aid will be used to cover any tuition related expenses. Additional tuition and



required post-admission fees will be billed to CMSD. The paraprofessional will be responsible for any other out-of-pocket costs such as books, parking, supplies, etc.

### **Approved Colleges and Programs**

The District, with input from the CTU, intends to identify the program(s) by the fall for a 2<sup>nd</sup> semester start date.

### **Application Requirements**

1. Complete an application process for the Paraprofessional Ladder to be mutually developed by the District and the CTU.
2. Recommendation from current principal with agreement to allow for the release time.
3. Hold an associate's degree, or equivalent credit hours, in any area of study from an accredited college/university and a minimum 2.5 cumulative GPA.
4. Have at least 2 years of experience with the attainment of a skilled or accomplished rating.
5. Paraprofessionals, who are on an approved leave of absence, resign or are terminated prior to their first day of college classes are not eligible to participate in the program.
6. Complete an evaluation request application developed by the district.
7. Will sign a letter of commitment to stay in the district as a teacher for 5 years, if hired as a teacher within one year of the date of license issuance, or will be responsible to pay back tuition costs. It is expected that participants will apply for positions through the open position process within the one year from the date the license is issued. 80

The District shall select participants in Teacher Track VI with input from the CTU.

### **During the program**

#### Requirements

- Must take a minimum of 6 credits per semester
- Must maintain As or Bs in courses completed
- Up to 2 ½ hours a week of field experience that can be done within the participants currently assigned building.

#### Verification of Enrollment

- At the beginning of each semester, any paraprofessional requesting release time must present a copy of the college bursar's receipt or other documentation of actual enrollment to the school principal or designee.

#### Verification of Course Completion

- Within one month following completion of the semester, it is the responsibility of each participating paraprofessional to submit to the principal or designee a copy of the transcript, grade report, or other substantiating documentation indicating completion of the course(s) for which release time was granted.

**Failing Grade-Withdrawal/Incomplete**

- A paraprofessional whose transcript indicates a failing grade or withdrawal/incomplete during the semester for which release time was granted must submit to the principal written verification from the professor of actual attendance for the failed course. If this written verification is not submitted, release time must be terminated due to non-compliance or failure to meet requirements. A payroll deduction will be held for any release time or pay that the paraprofessional received without appropriate documentation.

**Upon completion**

Paraprofessionals who receive a teacher certification and are hired as a teacher in the District commit to teaching in the District for five years. If the paraprofessional applied for an open position within one year of the date the license is issued and is not interviewed and hired as a teacher then this requirement shall not apply.

860 4/20/16  
JMR ~~4/16/16~~  
4/20/16



April 22, 2016

Appendix Q: Maintain Current Contract Language

860 4/22/16  
JMR 4/22/16

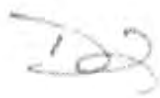
April 22, 2016

Appendix R: Maintain Current Contract Language

880 4/22/16  
SML 4/22/16

Housekeeping

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

 4/15/16

 4/15/16

MEMORANDUM OF UNDERSTANDING BETWEEN THE CLEVELAND  
MUNICIPAL SCHOOL DISTRICT AND THE CLEVELAND TEACHERS UNION,  
AFT LOCAL 279, AFL-CIO REGARDING PRESCHOOL CLASSROOMS AND THE  
STEP UP TO QUALITY (SUTQ) RATING PROCESS.

This Memorandum of Understanding between the Cleveland Municipal School District (“District”) and the Cleveland Teachers Union, AFT Local 279, AFL-CIO (“CTU”) memorializes the District and the CTU’s shared commitment to a collaborative working relationship.

The District recognizes that all provisions in the 2013-2016 Collective Bargaining Agreement between the District and the CTU, and future CBA’s as ratified, as well as other binding agreements on the CTU and the District in the form of Memoranda of Understanding (hereinafter collectively “CBA”) shall remain in full force and effect.

Step Up to Quality (SUTQ) is a five-star quality rating and improvement system administered by the Ohio Department of Education and the Ohio Department of Job and Family Services. SUTQ recognizes and promotes early learning programs that meet quality standards that go beyond what is required for licensing. The program standards are based on national research identifying standards that lead to improved outcomes for children. Programs in SUTQ serving publicly-funded children may also receive additional financial support through increased child care reimbursement and quality achievement awards. The Ohio Department of Education’s goal is for all programs serving preK and preschool students to be rated by 2017. This language falls in line with the current Ohio Department of Education process. If the process changes, this agreement may need to change as well.

The District and the CTU commit to providing a high-quality preschool education program as rated by the SUTQ rating and improvement system. In the attempt to retain and increase funding and attain a five star rating, the following will occur in all special education preschool and child development (general education) preschool classrooms.

The District and the CTU agree to the following:

1. CMSD will notify staff, including preschool teachers, intervention specialists, paraprofessionals and principals, within three (3) working days from when the Ohio Department of Education notifies the District that the SUTQ process is to begin for that particular school.
2. The Early Childhood Office will work in collaboration with building principals to release preschool teachers who are currently working in the SUTQ process window from the building’s after school activities to use the 150 minutes to complete SUTQ tasks until the SUTQ process is complete. Flexible use of the professional time is allowed to complete the process (e.g., completion of paperwork, specific targeted training, etc.) in an effort to achieve the highest rating of 5 stars.



3. The District will provide substitutes for one work day to meet at the Early Childhood Office to finalize paperwork and complete all tasks in the required format preparing for uploads. Due to the nature of this process, specific assistance is needed to complete the necessary tasks to ensure that all documentation is properly prepared for uploads. The goal is to achieve the highest rating of 5 stars so the District will work with teacher teams to help prepare them for the registration upload and site visit. The Early Childhood Office will determine the day for this activity during each SUTQ process window.
4. As a required part of the SUTQ process, each teacher must submit copies of the requested observations. If needed, the Teacher Observation for Step Up to Quality (JFS 01521) form may be used as an alternative option. If using this option, the teacher may choose a colleague to complete the form.

All provisions of the CBA shall be in full force and effect except those mutually agreed to be modified.

This Memorandum of Understanding covers the initial SUTQ process for all CMSD preschools and special education preschools. A new Memorandum of Understanding will be negotiated for the renewal process. If there are any conflicting provisions with the current CBA, this Memorandum of Understanding shall take precedence over the CBA.


AGREED:

Cleveland Teachers Union

By: 

Date: 4/8/16

Cleveland Municipal School District

By: 

Date: 4/8/16

**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE CLEVELAND METROPOLITAN SCHOOL DISTRICT AND  
THE CLEVELAND TEACHERS UNION, AFT LOCAL 279, AFL-CIO  
REGARDING UPDATING THE ROLE OF THE SPECIAL EDUCATION  
TRANSITION COORDINATOR**

During the 2016-2017 school year, The Cleveland Municipal School District (“District”) and the Cleveland Teachers’ Union (“CTU”) have agreed to establish a Special Education Transition Coordinator Committee composed of the CEO/designee, the CTU President/designee, two (2) Special Education Managers and/or Directors and one (1) high school Principal appointed by the CEO, and two (2) Transition Coordinators and one (1) high school Intervention Specialist appointed by the CTU president for the purpose of reviewing and making recommendations to update the role of the Transition Coordinator position in the District as follows:

The Transition Coordinator Committee shall evaluate and propose a redesigned job description for the Transition Coordinator aligned to the requirements of the Individuals with Disabilities Education Act (2004), the Ohio Operating Standards for Serving Students with Disabilities, and evidence-based practices for secondary and postsecondary transition. The job description shall include, at a minimum, expectations for:

- i. Direct service delivery to students aged 14-22 with disabilities, and documentation of these services in students’ Individualized Education Plans (IEPs) and Transition Plans
- ii. Consultative services to teachers and schools
- iii. Career assessment
- iv. Employability skills and independent living
- v. Transition to adult services
- vi. Community and business partnerships to benefit students with disabilities

The subcommittee will also provide recommendations on appropriate caseload responsibilities and limits, if any, for Transition Coordinators based on proposed new job description.

The updated job description will be submitted to the CTU President and CEO no later than April 1, 2017 for their review. Upon written mutual agreement of the CTU President and CEO, the updated job description will be implemented in the 2017-18 school year.

The District and the CTU recognize that all provisions in the current Collective Bargaining Agreement (CBA) between the district and the CTU as well as other binding agreements on the CTU and the District in the form of Memorandum of Understanding (hereinafter collectively CBA) shall remain in full force and effect.

  
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CMSD  
  
4/21/16  
Date

  
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CTU  
  
4/21/16  
Date



**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE CLEVELAND METROPOLITAN SCHOOL DISTRICT AND  
THE CLEVELAND TEACHERS UNION, AFT LOCAL 279, AFL-CIO  
REGARDING UPDATING THE ROLE OF THE LIBRARY MEDIA SPECIALIST**

During the 2016-2017 school year, The Cleveland Municipal School District (“District”) and the Cleveland Teachers’ Union (“CTU”) have agreed to establish a Library Committee composed of the CEO/designee, the CTU President/designee, two (2) principals (one representing high schools and one representing PreK-8 schools) appointed by the CEO, and two (2) library/media specialists (one representing high schools and one representing PreK-8 schools) appointed by the CTU president for the purpose of reviewing and making recommendations to update the role of the library media specialist position in the District as follows:

The Library Committee shall evaluate and propose a redesigned job description for the library/media specialist aligned to the Library Guidelines prescribed as part of the Ohio Learning Standards and the Ohio Educational Library Media Association’s Ohio SLMS Evaluation Rubric. The job description shall include, at a minimum, expectations for:


- i. Library Management
- ii. Collection Development and Curriculum
- iii. Literacy and Reading Support
- iv. Library-based Technology
- v. Information Literacy
- vi. Technology Literacy
- vii. Media Literacy
- viii. Research Techniques

In addition, the job description shall include expectations for the library/media specialist’s role in enabling the use of the library/media center to serve as a widely accessed school resource center (e.g., career/college access center, writing center, etc.).

The updated job description will be submitted to the CTU President and CEO no later than April 1, 2017 for their review. Upon written mutual agreement of the CTU President and CEO, the updated job description will be implemented in the 2017-18 school year.

The District and the CTU recognize that all provisions in the current Collective Bargaining Agreement (CBA) between the district and the CTU as well as other binding agreements on the CTU and the District in the form of Memorandum of Understanding (hereinafter collectively CBA) shall remain in full force and effect.

  
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CMSD  
4/20/16  
Date

  
\_\_\_\_\_  
CTU  
4/20/16  
Date

**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE CLEVELAND METROPOLITAN SCHOOL DISTRICT AND  
THE CLEVELAND TEACHERS UNION, AFT LOCAL 279, AFL-CIO  
REGARDING INVESTMENT SCHOOL ACADEMIC RESOURCE TEACHER  
EXPANSION PILOT**

Effective with the beginning of the 2016-2017 school year, The Cleveland Municipal School District (“District”) is implementing an Academic Resource Teacher Expansion Pilot program as follows:

**A. Joint Working Committee Membership and Purpose:**

The District and CTU will form a joint working committee consisting of the CEO/designee, the CTU President/designee, 2 high school principals appointed by the CEO, 1 ART teacher appointed by the CTU President and 1 library/media specialist appointed by the CTU president. A project manager will be assigned by the district to support the work of the expansion committee.

The Purpose of this committee is to pilot the expansion the Academic Resource Teacher program for the 2016-17 school year to:

- 1) include the ability for bargaining unit members with certification/licensure in business or technology to serve as full-time ART instructors;
- 2) include the ability to assign no more than 5 ART students at any one time to high school library/media specialists as part of the existing library/media specialist assignment, provided the library/media specialist has been trained on the ART program and relevant software applications and has appropriate technological resources needed to operate the program in a 1:1 environment; and,
- 3) ensure effective implementation of the ART program;
- 4) the district will restore the library/media specialist positions at Collinwood, East Tech, Glenville, and Lincoln-West High Schools for the 2016-17 school year as part of this pilot program. Bargaining unit members accepting these library/media specialist positions shall fully participate in this pilot program.

**B. Job Description and Evaluation of ART Instructors:**

- 1) Certificated/licensed bargaining unit members accepting the full-time ART instructor role shall be evaluated on the teacher rubric in this position as outlined in Article 13.




2) The library/media specialist shall not be considered a full time ART instructor. When ART students are assigned to the library/media center, supervision and instruction of ART students shall be considered part of the job responsibility of the library/media specialist and, as such, shall also be considered part of the library/media specialist evaluation as outlined in Article 13. The library/media specialist will continue to be evaluated under the library/media specialist rubric.

C. Pilot Duration: The Memorandum of Understanding is for the 2016-17 school year only and shall expire at the end of the 2016-2017 school year unless extended by mutual written agreement of the CTU President and CEO. Prior to agreeing to extend this pilot, the CTU President and CEO shall consider any recommendations presented from the Expansion Committee.

The District and the CTU recognize that all provisions in the current Collective Bargaining Agreement (CBA) between the district and the CTU as well as other binding agreements on the CTU and the District in the form of Memorandum of Understanding (hereinafter collectively CBA) shall remain in full force and effect.

  
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CMSD

  
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CTU

  
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Date

  
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Date