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Ratified 9/25/96
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DeMauro

**PROPOSED NEW LANGUAGE
FOR THE 1996-1999
COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE CLEVELAND TEACHERS UNION AND
THE CLEVELAND CITY SCHOOL DISTRICT**

General Comment

My comments and explanations will be in italics so you will not confuse them with the actual new contract language.

While I doubt if anyone will be overly ecstatic about this Agreement, given the conditions it was negotiated under it is a pretty reasonable solution to the problem of how to frame a new three-year contract. As previously mentioned, it is remarkable more for what is not in it than what is in it. We got as far as we could without a strike, and now you must decide whether you can live with it or not. The new strike date is set for 12:01 a.m. Wednesday, September 25, 1996, exactly ten days after the tentative settlement was reached. If the tentative Agreement is ratified, the strike will be canceled; if not, the strike will begin at that time. Everyone involved in the negotiations believes the tentative Agreement is the lesser of the two evils before us and recommends its passage, but you must decide that for yourself and vote accordingly.

We eventually agreed to a three-year contract: originally, we were thinking in terms of a one year contract, and the district was thinking in terms of two years. However, as time went on, the concept of protecting the bargaining unit members individually, and the Union as a whole, from further attacks became an item of great significance. Nobody on the team had a whole lot of confidence that things were going to be anything but worse a year from now (unless you believe the levy can pass in November; personally, I believe Bob Dole has a better chance of winning than the levy has of passing - it can happen, but it isn't likely), so we figured we needed to lock down whatever we could get for as long as we could. Those who have made themselves our enemy are still out there, they are still in control, and they are not going away anytime soon. With a three year contract, if it passes, they can pout and posture all they want in public about the terms and conditions of our employment, but they can't actually do anything to us until September 1, 1999 when it expires. Maybe that's not the best reason to vote for a contract, but after all we've been through the last two months, it's not exactly a trivial matter either.

Cleveland, OH
CTU / AFT

Schub
Richard A. DeColibus

X-8/31/99
4,500 teachers

APR - 4 1997

1. **Wages (Article 30):**

- a. Beginning with the 1996-97 school year, all CTU bargaining unit members will have a 0% wage increase, and eliminate two (2) professional days. In their place will be two non-paid holidays. The Wednesday before Thanksgiving and the Friday before Memorial Day.
- b. Beginning with the 1997-98 school year, all CTU bargaining unit members will have a 0% wage increase. One professional day will be reinstated, and one (1) non-paid holiday that will occur the Wednesday before Thanksgiving.
- c. Beginning with the 1998-99 school year, there will be a 3% across the board increase and both professional days will be reinstated.

In short, this is a 0-0-3%, with two professional days removed from this school year and one professional day removed from the next school year (and one professional day snaps back into the calendar the middle year). The last year of the contract, the two professional days have both snapped back into the school year. The two professional days at the beginning of the school year, and the professional day at the end of the school year, are unchanged. Obviously, the money is terrible but there just wasn't anything there to get. We could squeeze out a percent or two if we went out on strike, and we still have that option, but most of what we could get would simply be our own money that we lost coming back to us when they perpetrate the sham that the schools are open for a few days. The negotiating team concluded it simply wasn't worth it, although you are surely free to conclude otherwise and vote against ratification. Step increases are not affected and will continue.

There is also a loss of income from the elimination of two professional days, but it is money lost for work not done since we have effectively shortened the school year by two days. This school year, we would have a free day the Wednesday before Thanksgiving (11/27/96) and the Friday before Memorial Day weekend (5/23/97). Next school year, the free day would be the day before Thanksgiving again (11/25/98). The loss of pay from our paychecks entailed by the free days will be distributed throughout the calendar year evenly. Both days return to the calendar the last year of the contract.

2. **Severance Pay (Article 26, p. 100):** Modify to delete all language after the second sentence of paragraph A and replace with the following:

However, at the employee's option, if an employee with a minimum of ten (10) years' retirement credit with the District gives the administration advanced written notice (on forms that may be prescribed by the Division of Personnel) between January 1, 1997, and April 1, 1997, of his/her retirement effective at the end of the school year, that employee will receive cash payments that will not exceed in the aggregate 40% of his/her unused, accumulated sick leave credit. These payments which will not exceed a total of \$40,000 per individual, will be paid in three (3) equal installments. The first installment will be paid in January, 1998; the second installment will be paid in January, 1999; the third and final installment will be paid in January, 2000.

In addition, at the employee's option, if an employee with a minimum of ten (10) years' retirement credit with the District gives the administration advanced written notice (on forms that may be prescribed by the Division of Personnel) between January 1, 1998, and April 1, 1998, of his/her retirement effective at the end of the school year, that employee will receive cash payments that will not exceed in the aggregate 40% of his/her unused, accumulated sick leave credit. These payments which will not exceed a total of \$40,000 per individual, will be paid in three (3) equal installments. The first installment will be paid in January, 1999; the second installment will be paid in January, 2000; the third and final installment will be paid in January, 2001.

This is pretty self-explanatory. If you are planning to retire at the end of this school year or next, you have nice options to choose from: your money all at once, reimbursed at 30% (as per normal), or your money over three years, reimbursed at 40%. If, like me, you are not lucky enough to be able to go this year or next, we get only the normal 30% reimbursement rate.

3. Health Care (Article 29, Section 2, pp. 105-):

- a. The carriers will be Kaiser, Super Blue Plus, Super Blue Select (Option 1), QualChoice, Personal Physician Care, and Blue Cross HMO.
- b. Add language including Union representatives in the decision-making process to select additional carriers, such carriers to provide the same basic level of benefits, monthly co-payments, deductibles and maximum out-of-pocket payment.
- c. Blue Cross prescription drug plan is \$5.00 deductible. If generic is available and the employee chooses to use the name brand, the employee pays the \$5.00 plus the difference in the cost of the generic drug and the name brand (except when dispensed as written).
- d. Premiums for the various medical care plans shall be as follows:

Effective 1/1/97 for term, but no less than three years

	Single	Family
Kaiser	0	10
Super Blue Plus	15	30
Super Blue Select	15	30
QualChoice	20	40
Personal Physician Care	*	**
Blue Cross HMO	*	**

* Difference between Kaiser and this Plan

** Difference between Kaiser and this Plan + \$10.00

- e. The new Union Eye Care plan includes a \$40.00 contact lens examination allowance.
- f. Eligibility Threshold: All certificated bargaining unit members who work between 19 and 30 hours per week will be eligible for health insurance coverage (and are eligible for dental and vision care benefits on the same terms as full-time employees). New hires as of January 1, 1997, shall be eligible for Kaiser only.

Other non-certified CTU bargaining unit members between 19 and 30 hours shall be given the opportunity to have full-time positions by December 31, 1996. For all non-

certificated bargaining unit members that remain between 19-30 hours per week the following will apply:

1. They are eligible for Kaiser only;
2. Premiums shall be \$0 for single and \$20 for family coverage; and
3. All new hires as of January 1, 1997 shall be ineligible for benefits.

- g. Life Insurance--Employees presently are provided with \$10,000 of employer-paid life insurance, with an option to purchase an additional \$3,000 through a payroll deduction. Effective January 1, 1997, the District will provide employees with the option of purchasing up to \$150,000 of life insurance through payroll deduction.
 - h. Section 125 Plan--Employees shall have the option of paying their premiums for health insurance and \$50,000 worth of life insurance with before-tax dollars through the District's Section 125 Plan.
 - i. Opt-Out Option--During the enrollment period each year, employees will be provided with the option of declining health insurance coverage for the ensuing year. Such elections are irrevocable until the next annual enrollment period. If the employee declines coverage for the ensuing year, s/he shall receive two semi-annual payments of \$250.00. These payments will be made in April and October. If the employee elects to change his/her coverage from family coverage to single (but would otherwise be eligible for continued family coverage), s/he will receive two semi-annual payments of \$125.00, payable in April and October. Need language to allow re-enrollment in case of change of employment/marital status or loss of spousal coverage.
 - j. Delete Article 29, Section 2(D), p 107 and Section 13, p. 110-111.
 - k. Agree to add the following language: The District will follow its blood-borne pathogen exposure control plan when an employee has been involved in an exposure incident.
4. **Health Care Coverage Stability (Article 30, Section 2):** The District will not drop any health care provider during the term of this Agreement. If the District wishes to add any new providers, the CTU will be involved in the bidding process and the selection of providers.

There's both good and bad in the health care proposal, but there is far more good than anything else. Considering all the noise they made about reducing health care costs at the beginning of the negotiations, we ended up with a very nice deal. Not perfect, mind you, but not bad at all.

The bad stuff: (a) SuperBlue has been eliminated as an option; individuals currently in SuperBlue will have SuperBlue Plus, SuperBlue Select, or the other carriers to pick from. Blue Cross also had the data to show 63% of the doctors in the SuperBlue network were also in the SuperBlue Plus network, and 70% of the medical facilities in the SuperBlue network were also in the SuperBlue Plus network. (b) The prescription drug plan will become basically a \$5 pay for generic drugs; you can still get brand name drugs for \$5 if your physician will write the prescription "dispensed as written." If not, and you want

the brand name, you'll have to pay the difference between the cost of the brand name drug and \$5

The good stuff: (a) premiums went up. Normally, this is not a cause of great rejoicing until you see how much they went up (it is our feeling we did an excellent job of holding the line on those increases) and, even more importantly, those rates are locked in for three years without further increases. (b) We retained our full dental plan without additional cost. (c) We retained our Vision Care plan without additional cost (and actually added a modest benefit). (d) There's even a little cash for individuals who can opt out of district coverage. (e) We have a guarantee the district cannot drop a health carrier, and we even get input if they decide to add one.

- 5. Department Heads/Core Team Leaders (Article 23, Section 16(C)(1)(a-f) pp. 83-85):**
Change all references to "Department Heads/Core Team Leaders." Section 16(C)(1)(e):
Change to read: Department Heads/Core Team Leaders shall have no homeroom.
(Unassigned time is deleted and replaced with the following differentials.)

6. Department Heads/Core Team Leaders Differentials (p. 126):

Periods Per Week in Department	Amount
50-119	\$898
120-214	\$1,745
215-249	\$2,615
250-419	\$2,825
420-up	\$3,485

Department Heads/Core Team Leaders will have no homeroom, and the normal unassigned time has been replaced with a larger differential. Individuals will have to choose whether the increase in pay is worth the loss in unassigned time when considering to continue in that capacity.

At this juncture, it would be well to consider some of the things NOT in this Agreement:

- 1. THERE IS NO INCREASE IN INSTRUCTIONAL TIME.*
- 2. THERE IS NO LOSS OF ELEMENTARY UNASSIGNED TIME (OR SECONDARY UNASSIGNED TIME, FOR THAT MATTER).*
- 3. THERE IS NO CHANGE IN THE CLASS SIZE LIMITATION.*
- 4. THERE IS NO CHANGE IN THE COMPENSATION FOR STUDENTS ABOVE THE CLASS SIZE LIMIT.*
- 5. THERE IS NO LOSS OF SICK DAYS OR SPL DAYS.*
- 6. THERE IS NO CHANGE IN THE NUMBER OR FREQUENCY OF MANDATORY MEETINGS.*

It is fair to say the negotiating team was cognizant of both the advertising and the editorials in the Plain Dealer, and was thus guided in its deliberations. Whether this contract passes or not, we take enormous pleasure in the above paragraph.

7. Grievance Procedure (Article 6, pp. 16-23): Section 5: No change in Definition of Grievance.

STEP ONE: Paragraphs B and C, replace "lodged" with "filed."

STEP TWO: Modify the third sentence to read as follows: "The Step Two appeal shall be discussed at the weekly meeting held with the Chief of Human Resources, who will involve the appropriate level of management to respond to the grievance."

STEP THREE: Replace with the following language: 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 the 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 Superintendent, or may proceed directly to Step Four. When such appeals are filed with the Superintendent, he/she 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: Paragraph A: Arbitration: First sentence after second American Arbitration Association (AAA) insert "or any other mutually agreed upon agency or individual."

Parties will split the transcript costs when there is a common agreement on the need for a transcript.

Paragraph B: Mediation: The following language will be added after the second paragraph: provided, both the Union and the District may designate up to two (2) grievances each per school year 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.

Paragraph C: Expedited Arbitration: After AAA "or any other mutually agreed upon agency or individual."

Paragraph 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 Board, additional grievances may be submitted to an arbitration tribunal. One (1) individual or a panel of individuals not to exceed three (3) in number(same as p. 21)

The conditions of the presentation shall be mutually agreed to by the Union and the Board, and it shall be done within the same time frames as expedited binding arbitration, as prescribed in this Agreement.

Section 6: Replace with the following: Grievances that contest the suspension or termination of a bargaining unit member shall be filed with the Chief of Human Resources within the time limits set forth in Section 11, after which the Union may proceed directly to Step Four of the grievance procedure.

Section 8: Delete "subject to Section 6" and replace "higher" in title with "other."

Section 9: Delete

Section 11: Paragraph B: Delete clause (b).

Section 12: Delete

Section 13: Change to "Forms for the grievance procedure will be developed jointly by the CTU and the Chief of Human Resources."

Most of this is technical stuff only grievance team members could love. At the risk of offending those charming individuals, not a lot of this means much to the average member. It's an improvement, they worked hard to obtain this language, and we should recognize their efforts and successes.

Items 8 through 15 are pretty self-explanatory.

8. **Elementary Safety Council (Article 23, Section 16(C)(17), p. 89):** Add the following to the first sentence: "The Elementary Safety Council Sponsor shall not be a bus coordinator, except by mutual agreement of the principal and the sponsor. The Elementary Safety Council Sponsor will be responsible for:....."
9. **Reading Progress Cards (Article 2, New Section):** The CTU shall be invited to review and make recommendations concerning any changes to student evaluation or documentation forms. The representative(s) shall be appointed by the President of the CTU. The President of the CTU and the Chief Academic Officer shall meet prior to implementation.
10. **Special Group Chapter Chairperson (Article 2, Section 3(C)(6), p. 5:** Change the term "Building Chairperson" in Article 2, Section 3(C)(6) to "Chapter Chairperson."
11. **Preamble, p. 1:** Add to the Preamble: "Where a provision of this Agreement conflicts with state law, this Agreement shall prevail."
12. **Student Handbook (Letter of Understanding):** This will appear in the Appendix. The parties agree that the Administration and the CTU shall abide by the provisions of the Cleveland City School District's *Student Handbook: Rights and Responsibilities*. The parties agree alleged departures from behavior or conduct mandated by the *Student Handbook* shall be submitted for resolution to a Student Handbook Tribunal.

The Student Handbook Tribunal will be composed of a representative appointed by the Superintendent, a representative appointed by the CTU President, and a parent representative mutually agreed upon in writing by the Superintendent and the CTU President. The majority recommendation of the Tribunal shall be adopted provided such recommendation is consistent with the *Student Handbook* and applicable law. The Tribunal shall not have the authority to impose discipline on a board employee or require the expenditure of District funds.

13. **New Home School For Expellees (Article 15, New Section, p. 55):** 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 Building 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 Assistant Superintendent (or his/her designee), the Principal of the school and the Building 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 Handbook. This provision does not apply to expulsions resulting from a serious assault or battery, which are governed by Article 15.
14. **Passing Repeaters (Article 16, Section 5, New Paragraph, pp. 56-57):** No student, having achieved a passing grade in a class or grade, and having received credit for the class or grade, shall 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.
15. **Fresh Start (Article 16, Section 5, New Paragraph, pp. 56-57):** A student at the elementary 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.

16. **Voices from the Trenches (Article 2, Section 8(A), p. 8):** Add the following: Any school may, upon obtaining the signatures of seventy-five (75%) of the CTU bargaining unit members in the building, petition the Superintendent to come to the building, at a time of the Superintendent's choosing, and hold a meeting in which the only administrative authority present is the Superintendent except as specified below.

The Superintendent may not send a representative during the first six times in any school year in which a petition is presented. After six times the Superintendent may send a designee. The CTU bargaining unit members shall be free to discuss concerns without fear of reprisal or retribution, and the Superintendent (or designee) shall keep confidential the identity of the individuals who choose to speak.

We put this in so a school having real problems with its principal or some other significant difficulty can get a hearing with the Superintendent. This does not, naturally, mean the problem will be resolved, but at least the top banana has to listen to you for a while. Please remember to be courteous: we can all agree to disagree without being disagreeable.

Items 17 through 19 are self-explanatory.

17. **Alternative Schools Advisory Committee (Article 25, new Section, p. 96):** To the extent that the District establishes Alternative Schools during the term of this Agreement, those schools will be staffed consistent with the requirements set forth in Article 12 of this Agreement. The CTU President (or designee) shall serve on the Alternative Schools Advisory Committee, and the CTU President may appoint an additional bargaining unit member to that committee. The purpose of the Advisory Committee is to monitor the progress and performance of the Alternative Schools and to make recommendations to the Superintendent concerning the practices and procedures at those schools, as well as the potential addition of additional Alternative Schools.
18. **Night School:** Night school positions shall be posted and filled using the summer school procedures and qualifications.
19. **Parking Privileges:** Each building shall have at least two (2) handicapped spaces reserved for the handicapped in appropriate locations and appropriately marked.
20. **Assault (Article 15, Section 8, pp. 52-53):** Replace "assault and battery" with "serious assault or battery" wherever it appears.

This innocuous little proposal has a long history. Remember the arbitration I lost where the 8-year-old kid with a gun threatened to kill the teacher and the administration refused to transfer the student? The administration claimed since our Agreement specified "Assault and battery" as the only legitimate criteria for transferring a student out of his/her home school, and the term "battery" implies the teacher must be physically harmed, they could not transfer the student (and didn't). This proposal changes the "and" to "or." Assault must also be changed to "serious assault" (credible threats of real violence) because, if it were left as merely assault, most of your student body would be gone in less than a month.

Items 21 through 25 are self-explanatory.

21. **Assault Leave (Article 21, Section 7(A), pp. 73-74):** Add at the end: In order to be eligible for assault leave benefits under this section, the employee must report the assault to the Principal or other District Administrator as soon as possible.
22. **Referral to Principal (Article 15, Section 4(A), pp. 50-51):** A teacher may refer to the principal or his/her representative for appropriate action, a pupil who is causing serious or continuous disruption. The teacher shall immediately communicate in writing, to the principal, or his/her representative the necessary information concerning the problem. 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.

- 23. Code of Conduct:** Each school shall have the local option of developing a school-based code of behavior and conduct for students. The local code may supplement but not subtract from the district Student Handbook. Such a local code must be developed by a joint local school discipline committee composed of the CTU Building Chairperson, the duly-elected UCC, the Principal, Assistant Principal(s), a member of the security staff, the chairperson of the SCC, and one (1) student in Middle Schools or two (2) students in High Schools. The school shall have authority to impose reasonable consequences for violation of the local code. This committee shall decide its own decision-making process.
- 24. Veterans' Day (Article 28, Section 1, added at bottom of section, p. 103):** Veterans' Day will be observed in years when it falls on a Friday, Saturday, Sunday, or Monday. In years when Veterans' Day falls on a Tuesday, Wednesday, or Thursday, the District will observe Discoverer's Day. In years when Veterans' Day is not officially observed by the District, bona fide veterans will have the opportunity to utilize a Special Privilege Day to participate in Veterans' Day events.
- 25. Joint Middle School Transition Committee (Article 25, new section, p. 96):** The Board and the CTU shall establish a Joint Middle School Transition Committee (JMSTC) comprised of equal numbers of CTU representatives and administrators. This Committee may make timely recommendations to the President of the CTU and the Superintendent relevant to the plans and practices for the implementation of the middle school concept, including but not limited to:
- Core team leaders including selection, responsibilities, training and compensation.
 - Core team responsibilities.
 - Core team time line for core team selections.
 - Exploratory teacher coordinator.
 - School planning time or other strategies so that teachers may have core team planning time.
 - Professional development and collaboration for core teams and core team leaders.
 - The creation of a subject area specialist.
 - The appropriate mix of subject area certified teachers and elementary certified teachers in a middle school.
 - Strategies to balance the fiscal realities of the district with the need for smaller middle schools, including the possible recommendation of more middle school facilities.
 - Cooperative planning time for regular and special education teachers.
- The president of the CTU shall appoint one (1) middle school teacher as co-chair of JMSTC and the Superintendent shall appoint one (1) middle school principal as co-chair. Each co-chair shall then appoint the remaining committee members. The Assistant Superintendent of Middle Schools will facilitate the work of this committee.
- 26. Non-reappointment of Teachers (Article 8, Section 3, p. 27):** In the introductory sentence change the word "supplement" to "supersede."

Add to Section 3(A): If a teacher is not present at work on the date and time of a scheduled pre-evaluation conference, formal evaluation, or post-evaluation conference, then time lines set forth in this article will be extended accordingly.

The first part of this is a language change without any significance; the second part seems to be common sense.

Items 27-39 are special groups or proposals of modest consequences.

27. **Use of Unassigned Time (Article 10, Sections 4 and 6(A), p. 37):** Move Article 10, Section 6(A), p. 37 to Article 10, Section 4 in place of the existing language in Section 4.
28. **Medicaid Provider Committee/Special Group Concerns (Article 25, add new section):** Establish a joint committee, made-up of at least one (1) member of each Medicaid provider group, to make recommendations to the Community Alternative Funding System for approval by the end of the 1996-97 school year. The CTU President (or designee) and the Superintendent (or designee) will determine the make-up of the committee.
29. **School Nurses -- Nursing Concerns (Article 23, Section 4, Replace Paragraph J, p. 79):** Each school health clinic shall have sufficient lockable file cabinets or locks for file cabinets to ensure confidentiality of all Cleveland Public School required health and medical records. The designated nurse and the administration will both have keys for these cabinets and/or locks.
(Article 23, Section 4, New Paragraphs):
 - (1) An individual school's I.E.P. schedule shall be made available to that building's school nurse. At the request of the Principal, or nurse, the nurse shall participate in the I.E.P. conference for individual students.
 - (2) Changes in school assignment shall consider the ability, education, experience, seniority and any other non-arbitrary objective factors that may be appropriate in making such a determination. Such factors shall be published prior to the assignment process.
 - (3) The school nurse shall be provided a copy of the R910 listing of students for each assigned school by the start of the school year.
 - (4) A Joint Administrative and Nurse Committee (JANC) shall be formed with equal representation from the administration and the CTU. This committee shall draft new procedures and guidelines for required nursing interventions to be used when caring for students with medical problems. The committee shall make recommendations to the Superintendent for consideration and implementation of approved recommendations by the end of the first semester of the 1996-97 school year.
 - (5) Procedures will be established which will enable nurses to report absences in a timely manner. Nurses who will be absent will call prior to 7:00 a.m. to report their intended absence. These messages can be left on a recording device when Health Services staff is not available.
30. **Medication (Article 23, Section 4, new Paragraph K, p.37):** A committee of nurses and administration will prepare a general statement regarding the District's medication policies and

guidelines for the approval of the District. The approved statement and form will be included in the school calendar sent to all parents.

The District's Revised Medication Policy will be printed in the Appendix of the Agreement.

31. **Special Education Class Assignments (Article 10, Section 3(A), page 35):** Currently reads: All Special Education class assignments shall maintain teacher/pupil ratios in compliance with State mandated standards.

Add the following: The current State standards are as follows:

	<u>Enrollment Limit</u>	<u>Instructional Maximum</u>
MH (K-12)	8	8
HH (K-12)	10	8
VH (K-12)	10	8
OH (K-12)	10	8
SBH (K-12)	12	10
DH (K-8)	16	12
DH (9-12)	24	16
SLD (K-8)	16	12
SLD (9-12)	24	12

To the extent that the State revises these standards, the above list will be revised accordingly, and those revisions will be made available to the CTU and to each school. Additionally, copies of the State standards in effect will be made available at the District's Special Education office. If these standards are exceeded, the teacher or the CTU will have the right to grieve the situation directly to the Superintendent. If the situation is not remedied within twenty (20) working days after being brought to the Superintendent's attention, the CTU may take the matter directly to expedited arbitration.

32. **Joint Special Education Committee (JSEC) (Article 10, Section 3(I), second paragraph, page 37):** Its main function shall be to discuss all matters regarding special education, including:

- Review flow-thru expenditures and assist in determining annual funding priorities for flow-thru monies. The District shall make available a monthly accounting of flow-thru expenditure in special education.
- Review Division of Special Education recommendations regarding programs, policies, and procedures pertaining to Ohio Department of Education State Standards for Special Education.
- Recommend the creation of subcommittees to assist with the development of Special Education policies pertaining to the Ohio Department of Education State Standards.

And make recommendations to the Superintendent and CTU President on issues relevant to special education.

33. **Individualized Education Plans (IEP) (Article 10, Section 3(I), page 37):** The issues of computerization of IEP forms and release time for preparing and articulating IEP's shall be remanded to the Joint Special Education Committee. The JSEC will establish a sub-committee

to examine the potential computerization of the IEP forms. JSEC will oversee any pilot program relative to computerization.

34. **Special Education Money:** Copies of the school budget shall be made available through the Union Conference Committee to all Bargaining Unit Members. The district will provide to the CTU the statutory funding language for special needs students.
35. **L.D. Tutors (Article 23, Section 12, replace Paragraph C, page 82):** A written contract shall be issued to each L.D. Tutor within sixty (60) days of ratification of this collective bargaining agreement.
New D, page 82. Upon request, L.D. Tutors will be placed in the applicant pool for a teaching position for which they are properly certificated.
36. **Adult Education Teachers (Article 23, Section 13, new Paragraph C, page 82):** All qualifications being equal, positions will be staffed based on seniority.
37. **Paraprofessional Career Ladder (Article 24, Section 1(P), page 94):** Insert a period after "committee." **Add the following sentence:** "During the term of this Agreement, the District shall continue this program in the amount of \$75,000."
Appendix C, pages 142-143, remains the same.
38. **Paraprofessional Issues (Article 24, Section 1(F), p. 92):** Retain current language.
Article 24, Section 1(G), p. 92: Delete sentence 2, rest stays the same.
Article 24, Section 1(H), pp. 92-93: Keep first two sentences in the old paragraph H. **Add:** "Paraprofessionals on lay-off status as of September 1, 1996, shall be recalled pursuant to the Agreement under which they were laid-off."
New Paragraph in Section 1(H): Throughout the 1996-97 school year Educational Aides, in order of seniority, shall have the opportunity to apply and be considered for vacated Instructional Assistant positions. The total number of opportunities shall equal at least 85. Should the opportunities during the 1996-97 school year not equal at least 85, opportunities will continue through the 1997-98 school year or until the opportunities equal 85. It will be the responsibility of each senior Educational Aide to timely apply to be considered for vacant Instructional Assistant positions. Affected Educational Aides will be offered training.
Article 24, Section 1(H) new paragraph: An exception to the seniority based lay-off procedure described above shall be made in the case of the lay-off of Instructional Aides. Instructional Aides shall be laid off in the reverse order of system seniority within the language of Assignment. Language needs shall be determined by the District.
Article 24, Section 1(H), old paragraph 2, page 93 will be retained.
39. **Discipline Alternatives (Article 15, New Section, pp. 49):** 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 Handbook 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 during emergency removals.

New Section: The Principal and the UCC at each school may establish written procedures for alternative settings for disruptive students, provided that such procedures do not conflict with the District's Student Handbook.

40. **Matters Relating to Wages (Article 30, pp. 111-113):** Drop Section 2(A-D). Drop Section 3(D)(1-3) with the understanding that it will have no effect on current participants. Maintain Section 3(D)(4).

Cleans up old language which has no chance of being replicated or is redundant.

41. **Safe and Secure Schools (the following paragraph will be inserted in the preamble):** The Cleveland City School District and the Cleveland Teachers' Union mutually recognize that a safe and secure learning and working environment is essential to the achievement of the educational goals and objectives of the District. Accordingly, the District reaffirms its commitment to provide for the safety of students, employees, parents, and all other school community stakeholders.

This may not look like much, but it took us five months of prodding to get this put into our Agreement book; it may be self-evident to us, but it was most assuredly not self-evident to the other side.

Items 42 and 43 are pretty self-explanatory.

42. **School Calendar (Article 9, Section 1, p.28):** Change the word "negotiations" in the second sentence to "agreement." and change "Feb. 1" to "April 1." Add to the end: but the District may thereafter modify the school calendar to include the one District-wide Professional Day in the 1998-99) and one District-wide Parent-Teacher Conference Day provided there is mutual written agreement between the CTU President and the Superintendent. The common Parent-Teacher Conference Day will be scheduled from 1:30 to 6:30 p.m. unless any change is mutually agreed upon in writing by the CTU President and the Superintendent. The common Parent-Teacher Conference Day will be 3/11/97 and 3/18/98. The third year common Parent-Teacher Conference Day and Professional Day will be mutually agreed upon in writing by the CTU President and the Superintendent.

43. **Educational Enhancements:** The CTU immediately may appoint up to three (3) bargaining unit members to the Education Delivery Work Team to join other interested parties within the

school community to provide recommendations to the Cleveland School Levy Committee as to the type, priority and cost of educational enhancements that may be funded and implemented following the passage of a levy. Following passage of any levy, the Education Delivery Work Team may continue to function to provide guidance and recommendations to the Superintendent regarding the use of levy proceeds on educational enhancements.

- a. The District would agree to reinstate all day, every day kindergarten no later than the beginning of the first school year after the passage of a levy.
- b. The District would also agree to implement no later than the beginning of the school year following the passage of a levy:

Mediation Program (Article 15, New Section, p. 49): The principal and Union Conference Committee at each school shall, by mutual agreement on or before October 1st, 1996 and by June 1st of each subsequent of each school year, select one (1) CTU bargaining unit member as a Mediation Counselor. Each mediation counselor will be paid a differential of one thousand dollars (\$1,000) per year to deal with mediation matters. 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.

Concurrent with the training, each mediation counselor shall arrange for mediation training of no less than twenty-five (25) students of his/her choice in his/her 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. Additionally, the Board and the Union shall set up the Mediation Committee to monitor all mediation efforts in the district, coordinate interschool events and, in general, assist in the development of a comprehensive mediation program which every secondary student in the district has access to and encouragement to utilize. The committee is further charged with studying and making recommendations to CTU President and the Superintendent regarding further program development specifically targeted to the elementary level, possibly employing student mediators. The Union will select three (3) CTU bargaining unit members and the administration will select three (3) representatives to comprise the Mediation Committee.

44. **Professional Conduct (Article 18, new Section 5, p. 64):** (This replaces Article 25, Section 5, p. 97.)

Section 1: The District shall have the right to suspend, discipline, demote or discharge for just cause, under arbitral law.

Section 2: 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.

Section 3: Prior to any recommendation regarding discipline, the District will conduct a thorough investigation which shall include a fact-finding hearing. The employee shall meet with the immediate Supervisor, be informed of the specific allegations being investigated, and have the opportunity to respond to the allegations. Employees shall have the right to request union

representation. Fact-finding hearings involving employees who have been reassigned will be governed by Article 18, Section 4, Procedural Protections. For employees who have not been reassigned, fact-finding hearings will be conducted by the immediate Supervisor at the employee's worksite. Employees will be afforded due process in all fact-finding proceedings.

Section 4: Written reprimands will be considered a form of discipline, and are governed by Article 7, Complaints and Files

Section 5: Prior to any recommendation for discipline which may result in a demotion, suspension, or termination, an employee shall be entitled to a pre-disciplinary hearing. Employees shall be entitled to due process protections during the pre-disciplinary process, which at a minimum shall include:

- a. Written notice of the charges at least five (5) working days prior to the scheduled pre-disciplinary hearing;
- b. The right to request Union representation;
- c. A copy of all evidence in the District's possession related to the charges;
- d. A meaningful opportunity to respond to charges, which may include the presentation of other evidence;
- e. A written decision with rationale from the hearing officer within ten (10) working days of the pre-disciplinary hearing.

Section 6: An employee may appeal discipline issued by the District through the grievance procedure.

Section 7: All disciplinary hearings shall be conducted in a private and professional manner.

Section 8: The Article shall not supersede Article 20, Section 1(C) and Section 2(B-C) regarding absence and tardiness/early departure abuse.

This looks like something the district put in to make it easier to fire teachers. In fact, it is just the opposite. We put it in to establish the principle of "progressive discipline," namely that the administration had an obligation to use an escalating series of corrective/punitive actions against teachers exhibiting inappropriate behavior, rather than saying nothing for a long time and then suddenly firing the teacher (which is what they tend to do now).

45. Transformation Schools (Article 5, pp. 13-16): Replace the entire article with:

The Cleveland Public Schools is undergoing a transformation from a school system to a system of schools by providing the school community with the authority and responsibility for improving student achievement. Toward this end, eight (8) schools have agreed to be the initial Transformation Schools, and will serve as the forerunners of that school governance model in the 1996-97 school year. Up to forty (40) additional schools that agree to be Transformation Schools during the 1996-97 school year will be completely phased into that governance model by the beginning of the 1997-98 school year. The following conditions will apply at these schools:

Section 1: School Governance Council

A. Composition: A School Governance Council (SGC) comprised of representatives from the following groups will govern the Transformation Schools:

1. Principal

2. Two parents (one of whom will be the Chairperson of the SCC)
3. The CTU Building Chairperson
4. Three other teachers
5. One non-certificated school employee
6. One non-parent local community representative
7. One representative from the school's education partner (where applicable)
8. In secondary schools, two students (one of whom will be the President of the Student Council)

B. Selection and Terms of SGC Members: Teacher representatives shall be elected to one year terms by a secret ballot vote held in the same manner as elections for Building Chairpersons, and the non-certificated employee representative shall be elected by a vote of the school's entire non-certificated staff. The SCC Chairperson's term shall parallel his/her term of office as SCC Chairperson. The other parent representative and the non-parent community representative shall have one year terms. The parent representative will be elected by the parents of students enrolled in the school in a secret ballot election conducted by the largest parent/teacher organization of the school or, where no such organization exists, by the largest organization of parents of students at the school. The non-parent community representative will be elected by that parent organization and employees at the school. Once elected, a School Governance Council may adopt a policy setting different terms of office for the non-parent community representative, parent representative or teacher/staff representatives, but such terms shall not exceed two years.

The student members of the SGC shall be elected by the students of that school and the education partner representative shall be appointed by the education partner(s). Each member of the SGC must comply with District Policy regarding conflicts of interest, and neither parent nor community representatives shall be employees of the District or Board Members, or spouses of District employees or Board members.

C. The Role of the SGC: Consistent with this Agreement, the SGC's authority will include the authority to:

1. Set the school's general policy goals, objectives and institutional priorities (consistent with State law and District-wide educational goals), and monitoring the school's performance in those areas.
2. Determine the school's organizational structure (within legal, contractual and District guidelines).
3. Report the school's performance to the public and the District Administration.
4. Establish, renew and approve the school budget.
5. Select the school principal from a pool of qualified candidates recommended by the Superintendent and the Division of Personnel when a vacancy arises in that position.
6. Participate in the interviewing and selection of staff to fill vacancies at the school.
7. Determine, within the parameters of the total funds available to the school, the number of persons employed in each job classification at the school (consistent with legal and contractual requirements).

8. Determine the supplemental instructional materials and student support services to be provided at the school.
9. Determine policy, to be implemented by the Principal, in such areas of school governance as:
 - Development of curriculum
 - Student discipline
 - Determining the use of school space
 - Selecting extracurricular programs and determining the standards for student participation (consistent with State and District guidelines)
 - School climate
 - Community involvement

D. The Role of the Principal: The Principal shall chair the SGC. S/he shall be the primary administrator and the instructional leader of the school, and shall be responsible for administering the policies established by the SGC and the District. The Principal is responsible for the day-to-day managerial/instructional decisions affecting the school, including the day-to-day management of employees covered by this Agreement. S/he shall be responsive to the needs and concerns of the SGC and is ultimately accountable to the District Administration.

E. Governance:

1. Each member of the SGC will participate in governance training before participating on the SGC.
2. The SGC is responsible for keeping minutes of its meetings and records of its actions.
3. The SGC will determine its own decision-making process.

Section 2: Academic Achievement Plan (AAP)

- A. The Core Planning Team will be elected by the bargaining unit members under the election procedures determined by mutual agreement of the Principal and the UCC. Following this election, the Core Planning Team will encourage parent participation on the Core Planning Team and also will invite at least one (1) non-parent representative, and one (1) representative from the school's education partner to participate on the Core Planning Team as well.
- B. The Core Planning Team will develop the AAP by April 15 of the planning year and will forward the AAP to the Superintendent to ensure consistency with District goals and policy. The CTU President also will be provided with a copy of the AAP at this time.
- C. No earlier than May 10th and no later than June 1st of the planning year the Core Planning Team shall present the AAP to the employees (bargaining unit members), who must approve the AAP by a seventy percent (70%) secret ballot vote. The AAP may not conflict with provisions of this Agreement covering compensation, fringe benefits, grievance procedure, just cause or procedural due process requirements, union organization, evaluation, subcontracting of services provided by CTU

bargaining unit members, transfer, seniority, layoff/recall or any contract provision not related to the AAP. The AAP shall act as a waiver of any other contract provision that is in conflict with the terms of the AAP.

- D. The AAP may be amended by the Core Planning Team after implementation, but if such amendment involves the addition of a new aspect of the plan that conflicts with any provision of this Agreement, that amendment must be voted on and passed by the bargaining unit under the procedures set forth in paragraph C above.
- E. The AAP shall apply for the duration of this Agreement. Provided, however, if before March 1st the Principal receives a written request that a portion of the AAP that otherwise conflicts with this Agreement be rescinded signed by 20% of the bargaining unit members employed on a full-time basis at the school, a secret ballot election shall be held to determine whether that portion of the AAP shall apply in the ensuing school year. The disputed portion of the AAP shall be rescinded provided that more than one half (1/2) of those bargaining unit members who vote in the election vote to rescind that portion of the AAP. There shall be no rescissions, however, until the completion of any school year during which an AAP is implemented.
- F. 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.

Section 3: Staffing

- A. All vacancies shall be posted consistent with this Agreement. The SGC will consider qualified applicants from the District's internal posting and transfer system as well as the District's recall list. To the extent that suitable candidates are not identified through the District's internal transfer pool, the SGC may seek qualified candidates among potential new hires to the District, so long as there are no teachers on the District's recall list that are certified to teach in the subject area sought to be filled.
- B. Bargaining unit members who wish to transfer from a transformation school may do so without penalty, provided that there is an available position in their area of certification and classification. Such requests must be made in writing, on a form provided by the Division of Personnel, and must be submitted to both the Division of Personnel and the Principal by July 1. All such requests shall be treated as necessary transfers. If an appropriate opening at another school is not immediately available, the bargaining unit member shall be afforded priority status over other transfers (except those involving grievance settlements).

Section 4: Building Funds: The SGC is responsible for establishing and managing the school's budget.

Section 5: Student Discipline: The SGC may develop a school-based code of behavior and conduct for students, consistent with legal requirements and District policy. This code of behavior may supplement but not supersede the District's Student Handbook, and may impose reasonable consequences for violation of its terms.

Section 6: Legal Waiver and Contractual Exemption

- A. **Legal Waiver:** Transformation Schools may request assistance in obtaining waivers of legal requirements to provide increased educational flexibility by submitting a

statement of its reasons for seeking the waiver to the District's Chief Academic Officer.

- B. Contractual Exemptions:** All contractual exemptions apply only to the Transformation School itself and cannot be used as precedent for any other location, nor can such exemptions have the effect of modifying this Agreement concerning other locations covered by this Agreement.

Section 7: During the 1997-98 school year, the remaining schools that volunteer for transformation will engage in the planning process described in this Article.

Section 8: The school governance model outlined in this Article will apply to eight (8) initial Transformation Schools effective with the beginning of the 1996-97 school year. The planning process outlined in Section 2, paragraphs A-D of this Article shall not apply to those schools, but to the extent that an AAP at any of those schools conflicts with a provision of the Agreement, the AAP (or any amendment thereto) shall not act as a waiver of that provision unless the AAP is approved through the process outlined in Section 2, paragraphs C and D of this Article.

Section 9: The District and the CTU agree to establish a joint School Transformation Committee (STC), comprised of three (3) bargaining unit employees appointed by the CTU President and three (3) administrators appointed by the Superintendent. The purpose of the STC will be to monitor the school transformation process and make recommendations to improve that process following the completion of the 1996-97 and 1997-98 school years.

Section 10: Schools may elect to employ the Carnegie process or other teacher-led collaborative professional development process in developing their AAP.

We thought we were going to have big problems with the Transformation schools. When their proposals first came out, the Transformation schools could hire and fire anyone at will, seniority meant nothing, there were no lay-off provisions, and the all-wise principal would make every important decision after being guided by a council of parents. Clearly strike stuff. However, to give the administration credit where credit is due, they did work with us in good faith to reach compromise solutions on some of their silliest stuff.

The T-schools can hire individuals (just as regular schools have the right to interview for positions), but not somebody out of the district if there are CTU members on the lay-off list. The T-school will have a governing council (SGC) virtually identical to our school governance councils we have had in place since 1990 (don't ask me why they insisted on reinventing the wheel; I only work here). Virtually everything else also takes place within the framework of our contract (the key phrase is "consistent with this Agreement.").

It got tricky when we got to waivers of the contract. We wanted to encourage creative ideas and out-of-the-box thinking, but had to be careful about allowing serious contractual variations. We eventually did three things to solve that problem: (a) we listed a whole bunch of things which were simply off limits for a waiver (evaluations, for example); those are listed in Section 2(C) above. (b) Any permitted waiver had to be approved by a super-majority of the members. We figure our members are smart enough to know what they are doing and if you can get 70% of the professional staff to buy into it, it must have some legitimate appeal. Finally, (c) we added

an opt-out provision to allow current faculty members who wanted nothing to do with the school's educational plan to go elsewhere in the district.

Whether the T-schools really amount to anything or not depends on the stability of the district. When new Superintendents come in, they always do two things: (1) reorganize the central office (it must be some kind of a rite-of-passage for Superintendents or something), and (2) launch a new reform plan. When we get a new Superintendent, my best guess s/he will have a new concept of educational reform and T-schools will move to the back burner to keep Community Model Schools company (actually, most Community Model Schools are doing just fine and there's no reason T-schools can't continue to do well, albeit no longer the darling of a new administration). In any case, there seems little to fear from them at this point in time.

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