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**AGREEMENT**

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Between the

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**BOARD OF EDUCATION**

of

**CLEVELAND CITY SCHOOL DISTRICT**

and the

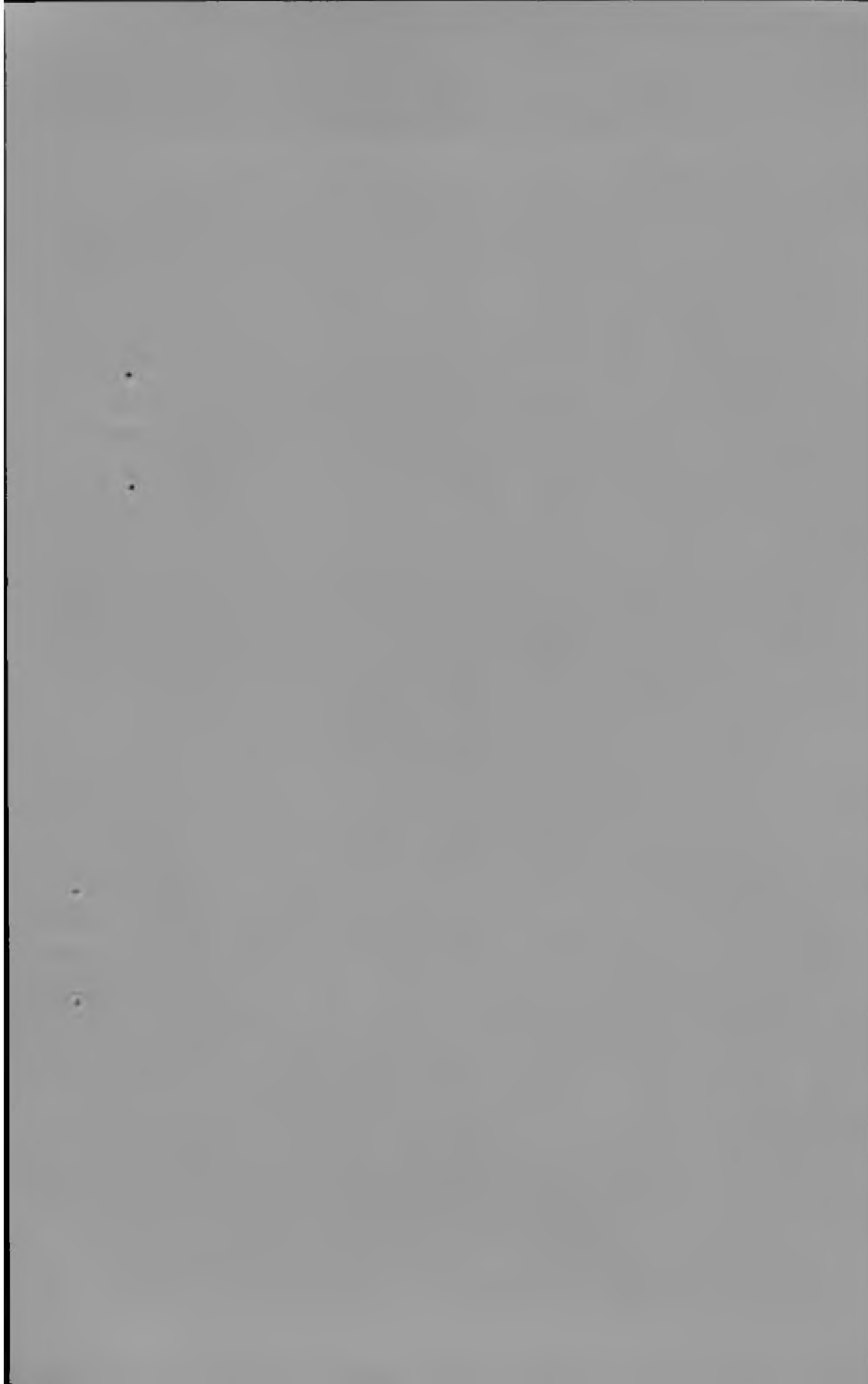
**CLEVELAND TEACHERS UNION**

Local 279

American Federation of Teachers

AFL-CIO

1976



# **CLEVELAND TEACHERS UNION**

## **NEGOTIATING TEAM**

**JAMES E. O'MEARA**  
*Executive Secretary, CTU*

**EUGENE KOLACH**  
*President, CTU*

**RAYMOND KIKTA**  
*1st Vice President, CTU*

**JOSEPH VARGO**  
*3rd Vice President, CTU-Elementary*  
*Chairman, Negotiating Team*

**PAUL THOMAS**  
*3rd Vice President, CTU-Junior High*

**LOIS KELLEY**  
*Trustee, CTU-Elementary*





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## **NEGOTIATING TEAM**

**L. BARRETT SMITH**

*Assistant Superintendent, Personnel*

**GEORGE M. KHOURY**

*Supervisor, Personnel*

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## STATEMENT BY JAMES E. O'MEARA

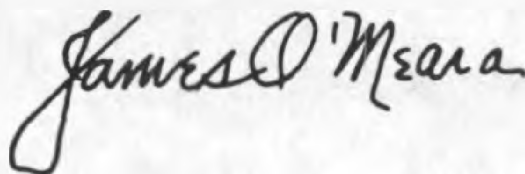
*Executive Secretary, Cleveland Teachers Union*

The following agreement between the Cleveland Board of Education and the Cleveland Teachers Union is an important document for all the teachers of Cleveland.

This agreement provides the procedures under which teachers have a voice and a responsibility in the determination of educational practices; it also provides the procedure under which teachers may redress their grievances; and it further provides disciplinary procedures that will benefit both pupils and teachers.

It includes many of the problems that have been presented by teachers in the past years. It is our hope that this document solves many of these problems. It is now important that teachers know and understand this agreement in order to avoid many future problems.

My sincere thanks is extended to the CTU Negotiating Team and to all CTU members who contributed to the discussions which led to this agreement.

A handwritten signature in cursive script, reading "James E. O'Meara". The signature is written in dark ink and is positioned in the lower right quadrant of the page.



## STATEMENT BY ARNOLD R. PINKNEY

*President, Board of Education*

*Cleveland City School District*

This document constitutes a specific set of agreements between the Board of Education of the Cleveland City School District and the Cleveland Teachers Union, Local 279. The rationale for negotiating such an agreement is that the best interests of public education can be effectively served by establishing procedures for regular and continuing discussion between the Board of Education and the Representative of the Cleveland Teachers Union, Local 279 on matters of common concern and by providing orderly channels for the resolution of differences, should they arise.

Personally, as well as on behalf of the members of the Board, I am pleased with the cooperative spirit exhibited by all those who spent many weeks of hard and diligent work at the negotiating table. In these times of financial crisis, indigenous to educational systems across the nation, we are proud that Cleveland, almost alone, can stand up as one school district which has reached agreements with its employees by negotiation rather than by prolonged work stoppages.

With this demonstration of understanding and good will, a new kind of unity has been forged within the system. And from it will arise a combined effort to influence the Governor and the Legislature of the State of Ohio to provide maximum financial assistance for educating Cleveland children.

To that end, Cleveland Teachers Union, Local 279, and the Board have already committed themselves. Speaking for the Board, I repeat that commitment here.



**RESOLUTION No. 35286,  
Enacted September 23, 1976.**

WHEREAS, to serve the interests of the community, children, teachers, the administration and the school system, it is imperative that understanding, cooperation and good will should exist between the Board and its employees; and

WHEREAS, the best interest of public education can be effectively served by establishing procedures for regular and continuing discussion between the Board of Education and the Representatives of the Teachers on matters of common concern and by providing orderly channels for the resolution of differences should they arise; and

WHEREAS, the Cleveland Board of Education has since November 15, 1974, been meeting with the Cleveland Teachers Union to discuss the policies and procedures; and

WHEREAS, collective negotiation legislation has not yet been enacted in Ohio, and the Board of Education, under law, has the final responsibility for the operation of the schools within the district, and if any part of this resolution is in violation of any statutes of the State of Ohio, then that portion is null and void; and

WHEREAS, no person or persons, departments or divisions responsible to the Board shall discriminate against any employee on the basis of race, creed, color, national origin, sex marital status or membership in or association with the activities of any employee organization, now, therefore, be it

RESOLVED, by the Board of Education of the Cleveland City School District that Resolution No. 34268 dated September 13, 1973, be rescinded, and is hereby replaced by the following negotiated agreement with the Cleveland Teachers Union, Local 279; and be it further

RESOLVED, that until such time as collective negotiation legislation becomes effective in Ohio or in accordance with the dates set forth in Section 700 of the Administrative Code, whichever occurs earlier, the following policies and procedures shall be followed by the Cleveland Board of Education.

## **RESOLUTION No. 31702, Enacted January 24, 1967.**

**WHEREAS**, to serve the interests of the community, children, teachers, the administration and the school system, it is imperative that understanding, cooperation and good will should exist between the Board and its employees; and

**WHEREAS**, the best interests of public education can be effectively served by establishing procedures for regular and continuing discussion between the Board of Education and the Representative of the Teachers on matters of common concern and by providing orderly channels for the resolution of differences should they arise; and

**WHEREAS**, the Cleveland Board of Education has since March 8, 1966, been meeting with the Cleveland Teachers Union to discuss the policies and procedures; and

**WHEREAS**, collective negotiation legislation has not yet been enacted in Ohio, and the Board of Education, under law, has the final responsibility for the operation of the schools within the district, and if any part of this resolution is in violation of any statutes of the State of Ohio, then that portion is null and void; and

**WHEREAS**, no person or persons, departments or divisions responsible to the Board shall discriminate against any employee on the basis of race, creed, color, national origin, sex, marital status or membership in or association with the activities of any employee organization, now, therefore, be it

**RESOLVED**, that until such time as collective negotiation legislation becomes effective in Ohio or in accordance with the dates set forth in Section 700 of the Administrative Code, whichever occurs earlier, the following policies and procedures shall be followed by the Cleveland Board of Education.

## **ARTICLE I — RECOGNITION**

### **Section 1 REPRESENTATION**

The Board of Education will discuss with the Cleveland Teachers Union, AFT Local 279, as the sole representatives of the Teachers, Teacher Assistants, School Nurses and Dental Hygienists, Driver Training Roadwork Instructors, Food Service Managers, Social Workers, Instructional Aides and Instructional Assistants, Manpower Training Program and other Federally and State Funded Certificated Personnel all matters concerning salaries and other terms and conditions of employment so long as the Union represents equally all personnel in the above listed categories without regard to membership or participation in or association with the activities of any teachers' organization. The Articles of this agreement will be applicable to all those groups represented by the Cleveland Teachers Union.

### **Section 2 CHAPTER RECOGNITION**

The Principal shall recognize the elected Union Building Representative as the official representative of the Union in the school. The principal shall be expected to make reasonable arrangements so that the elected Union building representative may carry out his/her responsibilities.

### **Section 3 RIGHTS OF MEMBERSHIP**

Members of the faculty shall be free to join or not to join any organization of teachers. No member of the faculty shall be discriminated against because of membership or non-membership in any such organization. No member of the faculty shall be propagandized directly or indirectly against joining or continuing membership in any such organization by any person in a supervisory or administrative capacity. No person in a supervisory or administrative capacity will interfere or involve himself/herself in the Union's role to function effectively as sole representative.



## **ARTICLE II — DUES DEDUCTION**

### **Section 1 PAYROLL DEDUCTION**

The Board will continue its present practice with respect to dues deduction cards as delineated in Resolution No. 29831.

The sole representative organization shall have exclusive payroll dues deduction privileges for the membership which it represents.

### **Section 2 EMPLOYEE INFORMATION**

The Cleveland Teachers Union shall be given a computer print-out showing the name, employee number, school or department of each group of board employees represented by the CTU after presenting the Clerk-Treasurer a certificate signed by the executive officers of the CTU attesting that this print-out will be used exclusively by those officers regarding CTU matters only. Such print-outs will not be shared with private or commercial agencies for promotional purposes. Upon acceptance of the certificate by the Clerk-Treasurer, the CTU will receive this print-out during the first week of October.

### **Section 3 CANCELLATION OF PAYROLL DEDUCTION**

All requests for cancellation of payroll deductions for the Cleveland Teachers Union dues shall be processed through the CTU executive offices before action is taken by the Division of Payroll. 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 Division of Payroll shall be considered honored and cancelled unless otherwise notified.

## **ARTICLE III — COMMUNICATIONS AND MEETINGS**

### **Section 1 UNION REPRESENTATIVES**

A. The Union members in each building shall have the exclusive right to choose their representatives according to the provisions of the Constitution

and By-laws of the Cleveland Teachers Union. By Union Representative is meant the Union Chairperson and/or the Union Conference Committee.

- B. When there is no building representative, the Union president shall designate one or shall act directly for the building until such time as an official representative shall be elected.
- C. The Union shall notify the principal of the names of the Union representatives in his/her building. Similar notification shall be given to the Superintendent of Schools.
- D. In an effort to provide continuity and stability of building representation, Building Chairpersons who have been elected to that position will be exempt from the necessary and special action of the transfer policy during that term of office. The Building Chairperson may use his/her unassigned time for the investigation of Grievances and for other appropriate activities relating to the Administration of the Agreement and to the duties of the office. This provision does not imply interruption of normal classroom activities.
- E. The Union Building Chairperson shall be available during those unassigned periods as provided below to transact Union business as described in the Union Handbook and in this Agreement. The unassigned time for the Union Building Chairperson is not to be counted as part of the equitable distribution of unassigned time.

In the elementary schools, the following guide should be used in providing a minimum amount of unassigned time for the Union Building Chairperson.

Number of People in the  
C.T.U. Bargaining Unit

0 - 25  
26 - 50  
51 - 75  
76 - 100

Number of Unassigned  
Periods Per Week

2  
3  
4  
5

In the secondary schools, the following guide should be used in providing unassigned time for the Union Building Chairperson.

Number of People in the C.T.U. Bargaining Unit	Number of Unassigned Periods Per Week
0 - 25	2 or Option of No Homeroom*
26 - 50	3 or Option of No Homeroom*
51 - 75	4
76 - 100	5
101 or more	5 and No Homeroom

\*The option of periods off or no homeroom must be mutually agreed upon by the Principal and the Union Conference Committee.

- F. A special in-service course shall be offered for Union building chairpersons. A program of instruction and information shall be prepared by the Cleveland Teachers Union in accordance with established in-service policies.
- G. Building Chairpersons shall be released to attend four afternoon workshops per school year.

## Section 2 UNION CONFERENCE COMMITTEE

- A. The principal shall meet at least once monthly with the Union representative and the Union Conference Committee, at a mutually agreeable time, to discuss school problems and policies as they relate to established Board policies and procedures. Additional meetings may be called at the request of either party to discuss mutual problems.
- B. Union representatives shall give advance notification to the principal of the topics to be discussed and vice versa.
- C. The responsibilities and functions of the Union Conference Committee are not to be duplicated or usurped by the establishment of faculty steering committees. The principal of each school shall consult with the Union Conference Committee on the establishment of special faculty committees which may further promote

the welfare of the school. By mutual agreement they shall delineate the functions of such faculty committees.

- D. Building Administrators and the Union Conference Committee are held responsible for carrying out the terms and conditions of the Agreement between the Cleveland Board of Education and the Cleveland Teachers Union in their building.
- E. The Union Conference Committee shall represent all Cleveland Public School teachers in an impartial manner.

### **Section 3 UNION ACTIVITIES**

- A. A Bulletin Board shall be provided in the main office, and in teachers' workrooms, where feasible, on which the Union shall be permitted to post notices and materials. The Union building representative or designee shall have the exclusive responsibility for posting and removing Union notices, subject to reasonable regulations issued by the Superintendent. The Union shall have the right to use the school mail and place material in faculty mail boxes. The building union representative shall have the right to reasonable use of the school telephone in order to carry out official Union responsibilities.
- B. The building representative shall have the right to schedule Union meetings before or after school and during the lunch time of the employees involved while the building is regularly open.
- C. The president of the Union or his designated representative shall have the right on reasonable prior notice to visit a school for any purpose relating to these Articles during hours which do not conflict with teaching duties.
- D. The Union representative shall have the sole right during faculty meetings, to present a report of at least ten minutes on Union Adminis-



tration conferences, either of a local or system-wide nature. No other organization may be recognized during a faculty meeting to discuss matters concerning salaries and other terms and conditions of employment.

- E. Whenever conferences or meetings are scheduled by the Superintendent or his staff during working hours, participating teachers shall suffer no loss of pay and a substitute shall be provided.

#### **Section 4 UNION AND ADMINISTRATIVE STAFF MEETINGS**

- A. Cleveland Teachers Union representatives shall meet monthly with the Superintendent of Schools.
- B. The Assistant Superintendent of Personnel shall hold weekly meetings with the Cleveland Teachers Union Director of Grievances to process grievances. Upon mutual agreement additional meetings may be scheduled.

#### **Section 5 INFORMATION**

The Board of Education shall make available to the Cleveland Teachers Union upon its reasonable request, any and all available information, statistics, and records relevant to negotiations or necessary for the implementation of the terms of this agreement.

#### **Section 6 FUNDED PROGRAMS**

Proposals and information concerning funded programs will be shared with the Cleveland Teachers Union. The Cleveland Teachers Union will be on the mailing list to receive copies of new proposals or revisions of Federal and State funded programs.

#### **Section 7 READING SCORES**

Whenever reading scores are published the Board of Education will provide full and correct interpretations of the scores.

## **ARTICLE IV – GRIEVANCES**

### **Section 1 ACKNOWLEDGEMENT**

In addition to teachers, the grievance procedure of this Article shall be available to:

- 1) Teacher Assistants
- 2) School Nurses
- 3) Driver Training Roadwork Instructors
- 4) Food Service Managers
- 5) Social Workers
- 6) Instructional Aides and Instructional Assistants.

### **Section 2 LETTER OF INQUIRY**

All personnel in the categories as listed in Section 1 of this Article may file a "Letter of Inquiry" which requests information on salary, working conditions, and/or fringe benefits. Such "Letter of Inquiry" form is available from the Cleveland Teachers Union, Director of Grievances. The "Letter of Inquiry" shall be forwarded to the Cleveland Teachers Union, Director of Grievances. The Director of Grievances shall process the "Letter of Inquiry" and subsequently provide the appropriate response to the inquiring person.

### **Section 3 GRIEVANCE PROCEDURE**

From time to time, problems relating to the application of this agreement and/or the Administrative Code of the Board to an individual teacher or teachers will arise. Many of these problems are resolved informally, by discussion with the principal or the department assigned to handle the problem involved, in accordance with the "open door" policy followed by the Board. A problem which cannot be resolved informally is called a grievance.

#### ***Step 1***

- A. A grievance must be lodged by the teacher or the Union in his/her behalf, with the principal of the teacher's school in writing on a form

mutually agreed upon. Such grievance shall be so lodged within 30 days after the occurrence of the event upon which it is based, and a copy of said grievance shall be given to the Union building representative or the Cleveland Teachers Union Director of Grievances. If the teacher expressly requests a discussion with the principal, concerning the written grievance which is lodged with the principal, such a discussion shall take place within five school days after lodging the grievance, unless the time is mutually extended. The discussion with the principal at the meeting shall be:

1. by a teacher accompanied by a Union representative
2. through a Union representative if the teacher so requests
3. by a teacher in his/her behalf
4. by a Union representative in the name of the Union where general established policy is violated.

B. Within five school days after the grievance is lodged or the discussion meeting is concluded, whichever is later, the principal shall state his/her decision in writing, together with the supporting reasons, and shall furnish one copy to the teacher who lodged the grievance and a copy to the Union representative.

### ***Step II***

Within 10 school days after receiving the decision of the Principal, the aggrieved teacher may, on his/her own or through the Union office, or the Union in its own name appeal, on a form mutually agreed upon, the decision at Step I to the Assistant Superintendent for Personnel. The appeal shall be in writing and shall be accompanied by a copy of the decision at Step I.

A. Within 10 school days after delivery of the appeal, or an extension mutually agreed upon,

the Assistant Superintendent shall investigate the grievance, including giving all persons who participated in Step I and representatives of the Union a reasonable opportunity to be heard. Upon request of the Assistant Superintendent or the Union, all parties necessary will meet at the same time. Notification of at least three (3) days shall be given to all concerned.

- B. Within 10 school days after the hearing, the Assistant Superintendent for Personnel shall communicate his decision in writing, together with the supporting reasons, to the aggrieved teacher, the Union Grievance Chairman, and all other personnel who may be required to take action.

### ***Step III***

Within 10 school days after receiving the decision of the Assistant Superintendent for Personnel, the Union may appeal from the decision to the Superintendent of Schools. The appeal shall be in writing, on a form mutually agreed upon, and shall be accompanied by a copy of the decision at Step II.

- A. Within 15 school days after delivery of the appeal, the Superintendent, or a committee appointed by the Superintendent, shall investigate the grievance, including giving all persons who participated in Step II and representatives from the Union a reasonable opportunity to be heard. Notification of at least three (3) school days shall be given to all concerned.
- B. Within 10 school days after the hearing the Superintendent shall communicate the decision in writing, together with the supporting reasons, to the aggrieved teacher, the Union Grievance Committee Chairman, and any other personnel who may be required to take action.

### ***Step IV***

- A. After receiving the decision of the Superintendent the Union may submit the grievance to



Advisory Arbitration. A mutually agreed upon arbiter shall be selected from a list provided by the American Arbitration Association.

The cost of arbitration action will be shared equally. The Union shall retain the right to withdraw at any point in the proceedings. This procedure shall exclude any case involving non-reappointment either directly or indirectly.

When and if legislation is passed in the State of Ohio legalizing Binding Arbitration, this item shall be reopened to negotiations in order to be consistent with the law.

- B. Within 10 school days after receiving the decision of the Superintendent, the Union may appeal the decision in writing to the Board of Education. In all matters not specifically precluded by statute, the Union shall have the opportunity to be heard by the Board or a committee thereof within thirty (30) school days after delivery of the appeal. The Board of Education shall communicate its decision in writing together with the supporting reasons, to the Union within twenty-five (25) days of the hearing.

#### *Step V*

If the Union is dissatisfied with the decision of the Board of Education, the Union may within twenty (20) school days, request that the Board or its representative meet further with the Union to consider fairly and in good faith any other methods of settlement which might be mutually agreed upon. The Board in its discretion may grant or refuse such a hearing.

#### Section 4 REPRESENTATION

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

## **Section 5 INVOLVEMENT OF HIGHER AUTHORITY**

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

## **Section 6 TRANSFER CASES**

In transfer cases, the grievance shall be filed with the principal of the sending school who shall immediately refer it to the Assistant Superintendent for Personnel without the necessity of following procedures outlined in Step I.

## **Section 7 FAILURE TO COMMUNICATE DECISION**

Failure at any step of this procedure to communicate the decision on the grievance within the time limit specified shall permit lodging an appeal at the next step of the procedure within the time allotted, had the decision been given.

## **Section 8 AGREEMENT VIOLATION**

If, after due process, it is found that the Union Agreement between the Cleveland Board of Education and the Cleveland Teachers Union has been violated by any member of a bargaining unit covered by this Agreement or by administrative personnel working with members of the bargaining unit, the appropriate Director will take action and advise the Division of Personnel of material to be entered in the individual's personnel file.

# **ARTICLE V — POLICIES AND PROCEDURES GOVERNING DISCIPLINE**

## **Section 1 PREAMBLE**

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 Cleveland Board of Education.

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 climate favorable for teaching and learning.

## Section 2 REFERRAL TO PRINCIPAL

- A. A teacher may refer to the principal or to his/her representative for appropriate action for a pupil who is causing serious disruption. The teacher shall immediately communicate in writing, with said principal or his/her representative, to provide the necessary information concerning the problem. The teacher may recommend in the referral that the pupil be retained by the office for a minimum of the remainder of that class period.
- 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.
- C. Disciplinary action will be taken. The principal or his/her representative shall inform the referring teacher of the disposition of the problem.
- D. If requested by the teacher, or the principal or his/her representative, a conference shall be held to discuss the problem which may include such persons as the pupil, the parent, and/or the counselor.
- 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:

1. Profanity or obscenity
2. Fighting
3. Gambling
4. Deliberate and open verbal and/or physical defiance of authority
5. Inciting others to violence or disobedience
6. Possession of pornographic literature
7. Theft
8. Vandalism

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 3 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:

1. Open or persistent defiance of authority and/or school rules and regulations
2. Threatening, striking, or assaulting of any school employee
3. Unprovoked attack upon another pupil
4. Threat of physical assault on another pupil to obtain money or other materials of value
5. Damaging of school property
6. Habitual profanity
7. Immorality
8. Theft
9. Failure to abide by corrective measures such as detention, for previous acts of misconduct
10. Possession of a weapon
11. Use, sale or possession of narcotics, intoxicating liquors, glue, etc.
12. Smoking, contrary to school regulations



- B. The principal may recommend the exclusion of a pupil through the normal referral procedures. Final recommendation for exclusion will be made by the Director of Pupil Personnel to the Superintendent of Schools.

#### **Section 4 ASSAULT AND BATTERY**

Procedures to be followed in cases of assault and battery on a teacher by a pupil are:

- A. The teacher shall report the incident to the office immediately (with or without assailant).
- B. Principal shall suspend the assailant only after due process has been afforded, and contact the offices of the Director of Pupil Personnel Services and the Supervisor of the Division of Attendance immediately.
- C. The principal shall notify the parent of suspension.
- D. The principal shall write a referral of the incident immediately, to be delivered to the Division of Attendance the same day, if possible, (a copy shall be sent to the Director of Pupil Personnel Services). The principal or his/her representative shall notify the Building Union Chairperson of the incident and its disposition, in writing.
- E. The principal shall send a supplementary referral including behavioral and academic record of the assailant to the Division of Attendance.
- F. Upon a review of the facts in the case, a determination will be made for referral to Juvenile Court or disposition by the Board of Education.
- G. No assailant will be returned to the school at which the incident took place.
- H. Provision of legal advice shall be given to teachers involved in assault and battery cases prior to their appearance in Juvenile Court.

## Section 5 TRESPASS, ETC.

A. When a situation involving *ADULTS* (eighteen years and over) such as trespassing, disorderly conduct, or assault and battery occurs at a school, the following procedures are to be followed:

1. The principal should notify the Supervisor of the Division of Attendance 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. (In assault and battery cases, a copy of the letter should be sent to the Director of Pupil Personnel Services).
2. When it has been established that the alleged violator is actually eighteen years of age or older, the Supervisor of the Division will pursue a further course of action.
3. Principals and teachers are advised to undertake the filing of complaints in Police Court only with the assistance of the Division of Attendance. The Supervisor of the Division will assign a liaison representative upon receiving the letter of referral if court action is deemed appropriate.
4. Ohio law requires that Police Court affidavits be filed by the affected parties. The school principal will usually file in matters of trespass or disorderly conduct. In the case of assault and battery, the victim will file.
5. If the matter is brought to trial, the Division representative will be present to assist at the hearing.

B. Cases involving trespassers under eighteen years of age should be referred to the Division of Attendance.

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 as prescribed in the Board of Education Resolution No. 32827, dated March 10, 1970. All employees covered by this agreement should become familiar with this resolution.

#### **Section 6 REFERRAL TO DIVISION OF ATTENDANCE**

Serious disciplinary problems should be referred by the principal to the Supervisor of the Division of Attendance, who will schedule a conference to be held at the Board of Education building, at which the pupil, the parent, and appropriate Board of Education personnel will be in attendance.

#### **Section 7 DISCIPLINARY GUIDELINES**

A joint committee of members from the Cleveland Teachers Union and the administrative staff shall be established to develop guidelines to implement, more effectively the discipline procedures for pupils, parents, teachers, and administrators. The pamphlet, "Responsibilities for Behavior and Discipline," will continue to be distributed to all pupils and parents, and shall be used in all schools as a guide.

#### **Section 8 FACULTY INFORMATION**

- A. Faculty meetings shall be scheduled to acquaint faculty members with disciplinary procedures within the individual building and within the Cleveland Public School System.
- B. Principals shall inform the faculty of Security Guard Responsibilities and their relationship to the school staff.
- C. Principals shall be responsible for the performance of Security Guards.

#### **Section 9 AUDITORIUM PROGRAM**

Auditorium programs will be conducted in all schools

on the opening day of school to 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 Union Conference Committee. Discussion of Board of Education 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 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 10 ADMINISTRATORS' WORKSHOP**

Workshops will be scheduled for all administrators to familiarize them with Pupil Personnel Services and administrative disciplinary procedures. In ensuing years, newly assigned administrators will have such workshops during the week prior to the opening of school. Additional workshops may be scheduled as needed. A committee including representatives of the Cleveland Teachers Union will plan the workshops. At the earliest possible time, after school opens in September, administrators shall be convened to discuss discipline policies and procedures. Newly assigned school administrators may attend this meeting.

#### **Section 11 CORPORAL PUNISHMENT**

- A. The State Law and the Agreement between the Board of Education and the Cleveland Teachers Union shall be followed in interpreting corporal punishment procedures in each building.
- B. Teachers are not denied the privilege of exercising corporal punishment as stated in Section 3319.41 of the Ohio Revised Code, when the nature of an act on the part of a pupil demands such disciplinary action. Whenever corporal punishment is administered, it should be



done in a calm and deliberate manner with full knowledge on the part of the pupil why this action is taken. The teacher should take into account any individual handicaps. Corporal punishment should not be administered in the heat of anger, and striking a pupil about the face or head should be avoided.

## **ARTICLE VI — WORKING CONDITIONS**

### **Section 1 TEACHER EVALUATION POLICY AND PROCEDURE**

- A. Teachers on limited contract shall be visited and evaluated annually. Teachers on continuing contract may be visited and evaluated at least once every three years.
- B. The "Principal's Composite Evaluation" form shall be signed by the teacher indicating that a conference was held; the teacher has seen, but not necessarily agreed with the evaluation; and that a copy of the form has been given to the teacher.
- C. When a teacher is visited by a supervisor, principal, administrative intern, or department head for the purpose of evaluation, an "Individual Visit Evaluation" form shall be completed, and a copy provided the teacher as well as the school principal.  
Administrative interns may evaluate teachers with less than continuing contracts, who have fewer than five years of Cleveland teaching experience.
- D. No other forms for evaluations shall be used.
- E. No evaluation or conference will be scheduled on the last day of the semester unless unusual conditions prevail.

### **Section 2 RIGHT TO UNION REPRESENTATION**

- A. With School Personnel  
Employees shall have the right to request union

representation at any conference concerning a grievance or complaint involving the teaching methods or employment status of the employee.

**B. With Non-School Personnel**

In the event a complaint or charge about job performance is made by person or persons not employed by the Board against any member represented in this Agreement, the one concerned shall be promptly notified and afforded due process.

**Section 3 TEACHER FILES**

Official teacher files in a school shall be maintained under the following circumstances:

- A. No material derogatory to a teacher's conduct, service, character or personality shall be placed in the file unless the teacher has read and had the opportunity to discuss the material with the author. The teacher shall acknowledge that such material has been read by affixing his/her signature on the actual copy to be filed, with the understanding that such signature merely signifies that the material to be filed has been read, and does not necessarily indicate agreement with its content. Any such correspondence placed in teacher files, after the date of this agreement, without the signature of the teacher, cannot be used against the teacher, and is to be removed from the file.
- B. The teacher shall have the right to answer any material filed and his/her answer shall be attached to the file copy.
- C. When a teacher refuses to sign material derogatory to the teacher's conduct, service, or character, including the "Principal's Composite Evaluation" the teacher may write, "I disagree," and then sign the material. Should the teacher still refuse to sign the material, a third party may be brought in to witness and sign the material indicating that the teacher has seen and had the opportunity to discuss it.

- D. Permission to examine his/her file shall be given upon appropriate request by the teacher.
- E. Letters from creditors shall be forwarded to the person in question with a standard form asking that the person contact the creditor to clarify the problem. No record of such correspondence shall be maintained. Requests from financial institutions for information on personnel covered by this agreement will only be honored in the following areas: a) confirmation of employment; b) salary; c) Years of service with Cleveland Public Schools; d) other items only available from the Cleveland Board of Education.

#### **Section 4    PROCEDURE FOR NON- REAPPOINTMENT OF TEACHERS**

To supplement statutory requirements for non-reappointment of teachers on limited contracts, the following procedures will prevail:

- A. Principals and/or supervisors shall have several conferences with the teacher indicating improvable areas in the last two weeks of November or December, January and February of the school year.
- B. Written reviews of their conferences are to be given to the teacher shortly after the conferences have taken place.
- C. Upon final recommendation by the principal and/or supervisor, that teacher will be given notice of non-reappointment. A hearing shall be held in the office of the Assistant Superintendent of Personnel with the teacher, Cleveland Teachers Union representative, principal, and/or supervisor.
- D. If a decision is made by the assistant superintendent that the teacher should not be reappointed, it will be transmitted to the Superintendent with a copy to the teacher.

- E. The union shall have the right to appeal to the Superintendent in cases of disagreement with the decision of the Assistant Superintendent of Personnel.

## **Section 5 POSTING OF VACANCIES**

As vacancies occur, they will be posted along with the teaching requirements needed. Copies of vacancies will be posted in each building, the Cleveland Teachers Union office, and the administration building for the following areas:

- Supervisory Positions
- Assistant Principals
- Department Heads
- New Program Projects
- Special Assignments

After applicants for posted positions have been interviewed by the appropriate administrative and/or supervisory staff members, each applicant will be notified by the administrator or supervisor of the decision made. Those teachers who have applied for posted vacancies will be informed if they are not accepted.

## **Section 6 DEPARTMENT HEADS**

### **A. Selection**

Vacancies in the position of department head are posted in all secondary schools. Teachers, who are interested in being considered for appointment to such positions and meet the qualifications listed below, should immediately write a letter to the subject supervisor, with a copy to the principal of the school in which the vacancy exists. The letter should include a statement of the candidate's interest in the position, along with his/her qualifications. The appointment of a department head is the joint responsibility of the subject supervisor and the principal of the school in which the vacancy occurs. Department heads are appointed for a term of one year only, with the appointment being extended by mutual agreement.



Qualifications for department heads are as follows:

1. A minimum of three years experience in the Cleveland Public Schools system. When other factors are equal, the person with the greatest seniority shall be given preference.
2. A Master's Degree in the subject area. In cases where the best qualified candidate has not completed the work for the Master's Degree, he/she shall agree, in writing, to take at least six semester hours of graduate work annually until the teacher is awarded the degree.
3. Exceptional success as a classroom teacher.
4. Willingness and ability to devote the time and energy required to successfully perform the duties of the position.
5. Ability to secure respect and cooperation of professional colleagues.
6. Thorough knowledge of new developments in subject field.
7. Active participation in professional organizations in the subject field.
8. Accuracy and dependability in submitting required reports.

**B. Involvement**

1. When a teaching vacancy occurs during the school year in a department, the recommendations of the Principal and the Department Head regarding the replacement will be considered by the Supervisors of Organization in the Division of Personnel.
2. Recommendations of Department Heads in the selection of supplementary books and materials which are more relevant to the needs of their students are to be considered whenever purchases of such are to be made.
3. Department Heads are to receive strong support from the Administration regarding their departmental duties.

### **C. Orientation**

1. New Department Heads are required to attend three to six responsibility orientation sessions which will encompass the following:
  - a. Observation and evaluation techniques
  - b. Duties and responsibilities of the department head
  - c. Departmental finances, ordering, invoicing, selection of materials, etc.

### **Section 7 SCHOOL CALENDAR**

The school calendar shall be established annually by mutual negotiation of agreement of the Cleveland Teachers Union and the Board of Education. Such negotiation shall be reached by February 1 of the preceding year.

### **Section 8 NORMAL SCHOOL ASSIGNMENTS**

#### **A. Elementary**

1. Regular hours 9:00 - 12:00; 1:30 - 3:30
2. Buildings with hot lunch 9:00 - 3:00  
(including a 40 minute uninterrupted lunch period)

#### **B. Secondary — 8:30 - 3:30**

(including a 40 minute uninterrupted lunch period)

- C. Teachers required to work at various buildings shall complete their work at that building and shall adhere to the schedule of that same building.

### **Section 9 SCHOOL CLOSING**

Any decision to close school shall be made by the administration, and communicated as soon as possible through public news media.

### **Section 10 MILEAGE FOR TRAVELING**

Teachers who are required to travel between buildings during their regular school day shall be eligible for mileage compensation. The mileage rate shall be reviewed periodically to meet current costs.

## **Section 11 SCHOOL FACILITIES**

Each school should have adequate lunchrooms, rest room, smoking and lavatory facilities exclusively for the use of the educational staff. The facilities are to include hot and cold concession machines where practicable.

## **Section 12 LUNCH PERIODS**

Each teacher is to have a duty-free, uninterrupted lunch period of a minimum of forty (40) minutes. No one teacher or teachers will exceed the lunch time allocated for the majority of the faculty.

## **Section 13 GENERAL FACULTY MEETINGS**

General faculty meetings shall not be held in the school more than once a month, and shall always be held on Wednesday from 3:00 to 4:00 P.M., except that in elementary schools the meeting may be held after the 40 minute uninterrupted lunch period and while children are not in school. Attendance is mandatory.

## **Section 14 SPECIAL MEETINGS**

Department meetings, staff meetings and all other non-emergency meetings shall be held on Wednesday, unless another day is mutually agreed upon, and shall adjourn not later than 4:00 P.M.

## **Section 15 EMERGENCY MEETINGS**

Meetings of an emergency nature may be scheduled with the approval of the Deputy Superintendent, but every effort will be made to notify the building representative or the president or vice-president of the union in advance. The union may file a grievance in any case where it is felt that this provision is being abused by the principal.

## **Section 16 OUT-OF-SCHOOL DAY EVENTS**

Teachers, as part of a regular assignment, shall not be required to attend more than one out-of-school Open House or other out-of-school event per semester. Two (2) periods as compensatory time will be given for attendance at these out-of-school

events. All other out-of-school events should be voluntary.

#### **Section 17 UNION REPRESENTATION ON COMMITTEES**

When teachers are assigned to committees, the Cleveland Teachers Union shall meet with the appropriate assistant superintendent to discuss qualifications.

In response to the request of the administration to establish a committee involving teachers, the Cleveland Teachers Union will submit a list of names equal to the number of teachers who are to serve on the committee. The teachers selected shall be mutually agreed upon.

A person from the Board of Education administrative staff shall be assigned to coordinate all committees involving teachers and Board of Education administrators.

The Cleveland Teachers Union shall receive notice of meetings of committees and minutes of same.

Committee findings are not necessarily binding but are recommendations for future action.

#### **Section 18 DESIGNING OF BUILDINGS**

In planning for the construction of a new family of buildings, the officers of the Cleveland Teachers Union shall be invited to participate when architects are appointed by the Board of Education.

At this point the Superintendent of Schools will invite the Union to appoint a representative to serve on the building planning committees.

#### **Section 19 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.

#### **Section 20 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 21 TRANSPORTATION OF PUPILS

No teacher shall be assigned the transportation of pupils in a private conveyance.

### Section 22 DUPLICATING FACILITIES

Duplicating facilities shall be made available to teachers in all buildings. Duplicated materials are to be limited to school activities. Every effort will be made to provide typewriters for the exclusive use of classroom teachers in all school facilities.

### Section 23 CHECK DISTRIBUTION

Checks are to be made available within a reasonable time after arriving in the building and distributed as agreed upon by the Union Conference Committee. In case of absence, checks are to be mailed to the teacher's home if the teacher so requests.

The following form will be provided teachers who have lost their checks through any error so that the process of replacing the check will be accelerated.

NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_  
\_\_\_\_\_

I have not received check number \_\_\_\_\_,  
in the amount of \$\_\_\_\_\_, issued to me on  
\_\_\_\_\_

If I should receive said check, I will return it to the Payroll Division of the Cleveland Board of Education.

If said check is negotiated, I will attest to the endorsement. I do understand that all further salary checks will be withheld if I refuse to do so.

I have received a replacement check for the original  
check issued to me on \_\_\_\_\_  
in the same amount.

Signed \_\_\_\_\_

Date \_\_\_\_\_



## **Section 24 TEACHER ASSISTANTS**

Teacher assistants shall be divided into two categories:

- A. Staff assistants assigned to work at the discretion of the administration.
- B. Teacher assistants assigned to work with and for the teacher. If hired according to a formula, they shall be used according to that formula. When specifically assigned to help a classroom teacher, they shall assist in such clerical duties as directed by the teachers.
- C. Teacher Assistants, assigned within a Secondary School pupil-teacher ratio, should have a portion of their assigned time to work with teachers in each department of the school. Emphasis should be placed on assigning teacher assistant time to those departments having unique problems not common to all departments in the school. Teacher assistants shall not be used as office clerical staff, custodial staff, or security guards.
- D. Additional Teacher Assistants assigned exclusively to classroom teachers outside the pupil-teacher ratio shall be employed as funds become available.

## **Section 25 ADVISORY TEACHER PROGRAM**

The Advisory Teacher Program was implemented at the request of the Cleveland Teachers Union, and will be expanded to achieve a ratio of one (1) advisory teacher to twenty (20) teachers in a new teaching subject area, grade level or school. The Cleveland Board of Education and the Cleveland Teachers Union will explore funding to reestablish the Advisory Teacher Program in the Cleveland Public Schools.

Advisory teachers are successful, regular classroom teachers on special assignment for a maximum of two (2) years at which time they are returned to their former assignment. They assist in the orien-

tation of new teachers in elementary schools as well as social studies, mathematics, science, English and industrial arts (vocational education) in the secondary schools.

The advisory teacher's function is not supervisory but that of a supportive service designed to provide for the needs of each teacher in a new assignment.

## **Section 26 UNASSIGNED PERIODS FOR TEACHERS**

- A. Teacher's unassigned periods are to be used for pupil and/or parent conferences, lesson preparations, or any other relevant instructional effort in the building.
- B. Every effort will be made to provide unassigned periods for both primary and upper elementary teachers including teachers of special education such as E.M.R., Hard of Hearing, Partially Seeing and Learning Disabilities, through the employment of additional art, music, physical education and science teachers.

Unassigned periods shall be distributed as equitably as possible among all teachers of primary, upper elementary and special education classes. In addition, every effort will be made by the Board to find suitable substitutes for teachers of special subjects in elementary schools.

Educational Aides will be assigned to provide assistance, on a class period basis, for those elementary teachers who do not have an equitable number of unassigned periods. Any additional Educational Aide time assigned to the school shall be provided equitably to teachers with the largest class size in descending numerical order.

When an elementary class is taken to the library for the presentation of a regularly scheduled lesson by the librarian, the class teacher may consider the time spent by the class

while in the library as an unassigned period.

- C. All special subject area periods in elementary schools shall be standardized at forty (40) minutes. Special subjects are: art, library, music, physical education and science.

### **Section 27 TRADE AND INDUSTRY PROGRAM**

Teachers serving in State approved Trade and Industry Programs will assume the standard assignment for a full-time teacher which consists of six (6) classes and a homeroom per day plus an equitable portion of the miscellaneous services and activities of the school.

Trade and Industry teachers will be assigned a four (4) period block schedule in the vocational education area with assignments in other periods in mathematics, science and related technology.

### **Section 28 STUDENT COUNCIL ADVISOR IN SECONDARY SCHOOLS**

Teachers appointed as Student Council Advisors will be given one (1) unassigned period per day to work with the Student Council in developing into a more meaningful organization and to aid in the performance of its purpose and role effectively.

The Student Council should provide opportunities for students to develop in the areas of citizenship, leadership, sportsmanship, responsibility and social awareness in the school and community through active participation and involvement in the school program.

As a liaison organization between the students and the administration, the Student Council should assist the administration in communications and understanding of school procedures regarding social events, club activities, public relations and programs relevant to the upkeep of the buildings and surroundings.

### **Section 29 LESSON PLANS**

Lesson plans should be considered as a guideline for

effective instruction. Teachers should be evaluated on the basis of the effectiveness of their classroom instruction, not on the completeness or neatness of their lesson plans.

- A. In the interest of assisting new teachers, weekly lesson plans should be submitted to their department head or school administrator. It is important that the lesson plan be considered one of the many tools for effective classroom instruction.
- B. An emergency lesson plan must be available for substitutes to facilitate instruction when the regular teacher is absent. Detailed lesson plans are not expected but the lesson plan should contain the basic information necessary for the substitute to carry on during the teacher's absence.
- C. The regular teacher should not be expected to submit lesson plans when he or she is absent for extended periods of time. The teacher, department head and/or administrator should use discretion in the making of arrangements to continue a program of instruction.
- D. Duplicate sets of lesson plans are not necessary and need not be prepared.

### **Section 30 BUILDING SECURITY**

Representatives of the C.T.U., 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.

### **Section 31 CLASS ORGANIZATION**

- A. The principal of each school shall, when organization takes place, hold at least one faculty meeting to explain the faculty staffing procedure, including pupil-teacher ratio and class size.
- B. The principal and the Union Conference Committee shall meet prior to, and during, each



semester to establish equitable class sizes, based upon staff availability in the school. Teacher assignments, including subjects or grades assigned to teach, non-teaching duties, unassigned duties, and room assignments are to be part of the discussion in the establishment of the master schedule of the school.

- C. Teachers shall have the responsibility of reporting any inequities in class size to the Union Conference Committee.

If the Union Conference Committee feels that there are existing inequities in class size or teacher assignments that cannot be resolved within the building, they may use the Grievance Procedure.

- D. Where possible, split-grade elementary classes shall be eliminated. If a teacher has a split-grade class, priority shall be given to assigning that teacher a single-grade class the following year. Initial emphasis should be placed on eliminating all split-grade primary classes.
- E. Health Classes — Secondary Schools  
Health classes in secondary schools shall be organized as to the established equitable class size.
- F. Physical Education Classes—Secondary Schools.  
Every effort shall be made to reduce physical education classes to an equitable size in the school.

## **ARTICLE VII — LEAVES OF ABSENCE**

### **Section 1 SICK LEAVE**

- A. Yearly Basis For Sick Leave With Pay—Teachers are allowed sick leave with pay on the basis of their accumulated sick leave.
- B. Sick leave is earned and accredited at the rate of .75 day per pay period for the first 20 checks from September through June for a total of 15 days.



- C. Teachers may accumulate an unlimited number of sick leave days.
- D. A teacher who has exhausted his/her sick leave or a new teacher may be advanced up to 5 days sick leave within the current school year. This advance sick leave must be earned during the remainder of the year. Unearned sick leave charged to a teacher will, at the end of the contract year, result in loss of pay for the days unearned.
- E. In accordance with the State of Ohio law, a board of education shall require all personnel to furnish a written, signed statement on forms prescribed by such board to justify the use of sick leave.
- F. Sick Leave for Night and Summer School teachers will be allowed from the teacher's accumulated sick leave earned during the regular school year. A teacher reporting sick on a regular day assignment will be paid for the night assignment, but a proportionate amount of a day's sick leave will be calculated by the Clerk-Treasurer and deducted from his/her accumulated sick leave in addition to the deduction from his/her accumulated sick leave for his/her day absence. A teacher reporting sick on a summer school assignment may use his/her accumulated sick leave, but will have a proportionate amount of a day's sick leave deducted from his/her accumulated sick leave in a manner to be calculated by the Clerk-Treasurer.

## **Section 2 LEAVE OF ABSENCE FOR EXTENDED ILLNESS**

- A. Teachers requesting a leave of absence due to extended illness will use the Leave of Absence Form found in Section 7 A, Page 48.
- B. In both personal and family illness the teacher, upon returning from the leave of absence, has a priority to return to the original assignment or a mutually agreed upon assignment.

$$\frac{A46}{3+7=8}$$

**Section 3 LEAVE OF ABSENCE FOR PROFESSIONAL STUDY AND MILITARY LEAVE**

Teachers requesting a leave of absence for professional study or military service will use the Leave of Absence Form found in Section 7 A, page 48.

$$\frac{A46}{7}$$

**Section 4 SABBATICAL LEAVE**

**A. Eligibility**

1. Seven (7) years of continuous teaching service in the Cleveland Public Schools.
2. Continuing Contract
3. Seniority shall govern, consistent with satisfactory Cleveland Public School teaching service.

**B.** Teachers requesting a sabbatical leave will request a Sabbatical Leave Form from the Staff Development Office at the Administration Building. (a copy of this form can be reviewed in Section 7B, on page 49 of this Agreement)

**Section 5 SPECIAL PRIVILEGE LEAVE**

**A.** Consideration will be given to written requests for Special Privilege Leave (not exceeding three days in any school year), only when covered by the following:

1. Religious holidays not included in the school calendar
2. Compulsory court appearances
3. Marriage in the immediate family
4. College graduation in the immediate family
5. Paternity leave.
6. Clearly specified family emergencies.

**B.** Except in an emergency, such requests must be directed to the Assistant Superintendent in charge of Personnel well in advance of the date. Such leave shall be granted without loss of pay and shall not be deducted from the teacher's accumulated sick leave.

- C. Teachers requesting special privilege leave will use the Special Privilege Leave Form found in Section 7 C, Page 50.

**Section 6 MATERNITY LEAVE**

Teachers requesting Maternity Leave will use the Maternity Leave of Absence Form found in Section 7 D, Page 51.

## SECTION 7 FORMS

### A. Request for Leave of Absence

CLEVELAND BOARD OF EDUCATION  
DIVISION OF PERSONNEL

REQUEST FOR LEAVE OF ABSENCE

Date \_\_\_\_\_

I hereby apply for a leave of absence from \_\_\_\_\_ to \_\_\_\_\_  
for one of the following reasons:

- \_\_\_\_ 1. **PERSONAL ILLNESS** -- A teacher who anticipates being absent beyond four weeks for personal illness will sign the leave of absence form and indicate whether or not cumulative sick leave be used. Upon return from this leave of absence, the teacher has a priority to return to the original assignment or a mutually agreed upon assignment. Prior to reassignment upon return from leave of absence for personal health reasons, a doctor's statement certifying that the teacher is able to resume duties must be received by the Division of Personnel with the teacher's written request to return from leave. A doctor's statement describing illness must accompany this request.

Request that cumulative sick leave be used: Yes \_\_\_\_\_ No \_\_\_\_\_

- \_\_\_\_ 2. **FAMILY ILLNESS (Relationship)** \_\_\_\_\_  
A teacher who anticipates being absent beyond four weeks for family illness will sign the leave of absence form and indicate whether or not cumulative sick leave be used. Upon return from this leave of absence, the teacher has a priority to return to the original assignment or a mutually agreed upon assignment. A doctor's statement describing the illness of the relative must accompany this request.

Request that cumulative sick leave be used: Yes \_\_\_\_\_ No \_\_\_\_\_

- \_\_\_\_ 3. **PROFESSIONAL STUDY** -- Two years of current continuous service in the Cleveland Public Schools are required. Planned program of study must accompany this request.
- \_\_\_\_ 4. **MILITARY SERVICE** -- A copy of the military orders must accompany this request.

\_\_\_\_\_  
Teacher's Signature

\_\_\_\_\_  
Employee Number

\_\_\_\_\_  
Address

\_\_\_\_\_  
Zip Code

\_\_\_\_\_  
School or Department

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Grade or Subject

\_\_\_\_\_  
Principal or Project Manager

LEAVE OF ABSENCE MAY BE EXTENDED UPON WRITTEN REQUEST

FOR OFFICE USE ONLY	DO NOT WRITE IN THIS BOX
	Use of cumulative sick leave:
Authorizing Personnel Administrator	Approved: Yes _____ No _____

Rev. 9/73

Return to Division of Personnel

## B. Sabbatical Leave

STAFF DEVELOPMENT OFFICE  
DEPARTMENT OF CURRICULUM AND INSTRUCTION  
CLEVELAND PUBLIC SCHOOLS

REQUEST FOR SABBATICAL LEAVE

Ms.  
Mr.  
Mrs.  
Miss

First name

Surname

Employee Number

School

Position

Soc. Security Number

Address

City

Zip

Mailing address during sabbatical leave

City

Zip

Beginning Date of Employment  
in Cleveland Public Schools

Date of Continuing Contract

PLAN FOR FORMAL STUDY

University

Location

College or Department

Dean or Department Chairperson

Study will be done on \_\_\_\_\_ the semester plan, \_\_\_\_\_ the quarter plan.

Description of work planned:

I have taught in the Cleveland Public Schools for \_\_\_\_\_ continuous years.

I understand that I am required to return to the Cleveland Public Schools at the end of the sabbatical leave to teach for a period of at least one year. I am willing to sign an agreement to fulfill this obligation.

I hereby apply for sabbatical leave of absence for the \_\_\_\_\_ school year.

Date

Signature

APPROVED:

Superintendent

Date

Assistant Superintendent

Date



## C. Special Privilege Leave

### ALL CLEVELAND BOARD OF EDUCATION EMPLOYEES

#### APPLICATION FOR SPECIAL PRIVILEGE LEAVE

Name (Print or type) \_\_\_\_\_ Employee No. \_\_\_\_\_ Date \_\_\_\_\_

Position (Subject or grade) \_\_\_\_\_ Name of school or department and room number \_\_\_\_\_

Please Read: Items #1 through #5 are to be approved by immediate supervisor and attached to the time sheet.

Only applications under Item #6 are to be sent to the Assistant Superintendent, Personnel, for approval.

A total of three days per school year is the maximum that may be allowed for special privilege leave. All applications are to be submitted in advance of requested leave. In case of an emergency, applications are to be submitted within five days after the date of absence.

I hereby apply for special privilege leave of absence for the following date(s), with the approval of my principal or supervisor:  
(Check explanation)

- \_\_\_\_\_ 1. The following religious holidays:  
Jewish holidays; Eastern Orthodox Christmas and New Year's Day.
- \_\_\_\_\_ 2. Compulsory court appearance (substantiated).
- \_\_\_\_\_ 3. Marriage in the immediate family (circle relationship): Self, son, daughter, brother, sister, mother, father, member of immediate household.
- \_\_\_\_\_ 4. College graduation (circle relationship): Self, son, daughter, brother, sister, mother, father, member of immediate household.
- \_\_\_\_\_ 5. Paternity.

Approved: \_\_\_\_\_

\_\_\_\_\_  
(Signature of employee requesting leave)

\_\_\_\_\_  
(Signature of principal or immediate supervisor)

Please read: Application for special privilege leave under the following reason (Item 6) is to be sent to L. Barrett Smith, Assistant Superintendent, Personnel, for approval:

- \_\_\_\_\_ 6. Clearly specified family emergency (explain in detail):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(continue on reverse side if necessary)

Approved: \_\_\_\_\_

\_\_\_\_\_  
(Signature of employee requesting leave)

\_\_\_\_\_  
Assistant Superintendent, Personnel

\_\_\_\_\_  
(Principal or immediate supervisor)

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## D. Maternity Leave of Absence

CLEVELAND BOARD OF EDUCATION  
DIVISION OF PERSONNEL

### REQUEST FOR MATERNITY LEAVE OF ABSENCE

Date \_\_\_\_\_

I hereby apply for maternity leave of absence from \_\_\_\_\_

Date \_\_\_\_\_

to \_\_\_\_\_ (Date)

TO BE COMPLETED BY ATTENDING PHYSICIAN	
Expected Date of Birth	Name _____ Employee Number _____
Signature of Physician	School or Dept. _____ Grade or Subject _____
Address of Physician	Home Address _____ Zip Code _____
	Telephone Number _____

Approved: Yes \_\_\_\_\_ No \_\_\_\_\_

Authorizing Personnel Administrator \_\_\_\_\_

STATEMENT FROM DOCTOR IS REQUIRED PRIOR TO RETURN TO SERVICE

Return this form to: Division of Personnel, Room 359, Board of Education

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## **ARTICLE VIII — TEACHER TRANSFER POLICIES AND PROCEDURES**

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

### **Section 1 Necessary**

- A. Transfers initiated by the administration because of:
  - 1. Enrollment changes
  - 2. Opening or closing positions
  - 3. Staffing new buildings
  - 4. Opportunity for broadening experience
- B. When a transfer is necessary, the teacher shall be consulted and then notified in writing at the earliest possible time before the effective date of the transfer. If the teacher desires to return to his/her former school, the teacher may apply immediately for such transfer.
- C. The responsibility for assignment of teachers rests with the Superintendent of Schools, (Section 627 of the Administrative Code). Necessary transfers shall have precedence over all other requests for transfers.
- D. Seniority in necessary transfers of teachers shall be determined by the amount of points accumulated under the following system:
  - 1. For each year of teaching service with the Cleveland Board of Education a teacher will earn one (1) point.
  - 2. For each year of teaching service in the building, a teacher will earn two (2) points.
  - 3. Less than full-time teachers shall earn system seniority credit at the rate of .2 per day and building seniority at the rate of .4 per day per year.

<i>Work Day Per Week</i>	<i>System Seniority</i>	<i>Building Seniority</i>
1 day	.2 pts.	.4
2 days	.4 pts.	.8
2½ days	.5 pts.	1.0
3 days	.6 pts.	1.2
4 days	.8 pts.	1.6
5 days	1.0 pts.	2.0

4. Teachers assigned to more than one building shall accumulate full seniority credit separately at each building.
5. In the event that all of the teachers in a building do not begin on the first day of school, their building seniority credit will be earned monthly on a decimal basis.

<i>System</i>	<i>Building</i>
1.0 - Sept. thru June	2.0 - Sept. thru June
.9 - Oct. thru June	1.8 - Oct. thru June
.8 - Nov. thru June	1.6 - Nov. thru June
.7 - Dec. thru June	1.4 - Dec. thru June
.6 - Jan. thru June	1.2 - Jan. thru June
.5 - Feb. thru June	1.0 - Feb. thru June
.4 - Mar. thru June	.8 - Mar. thru June
.3 - Apr. thru June	.6 - Apr. thru June
.2 - May thru June	.4 - May thru June
.1 - June	.2 - June

6. In the event that a teacher has received a transfer and is subsequently transferred back to the previous school, the teacher shall retain the building seniority acquired at that building and shall begin with that amount of building seniority.
7. Building substitutes who are subsequently assigned as full-time teachers in the same building shall earn system seniority on the basis of one year credit for each 120 days of consecutive service. Building seniority will be earned monthly on a decimal basis.

E. Application of the Seniority System in Necessary Transfer.

1. Secondary schools will apply the seniority system in necessary transfer on a departmental basis when transfer is necessary.
2. Elementary schools will apply the seniority system in necessary transfer on a school basis, except in Kindergarten and the Special Subject Areas, when transfer is necessary. (In Kindergarten and the Special Subject Areas the seniority system in necessary transfer will be applied on a departmental basis).

F. When the merging of school staffs of two or more schools are involved in providing pupils for a third school population, the following procedures will take place:

1. Seniority of teachers in the schools involved shall take precedence in assignment.
2. Teachers shall be transferred in proportion to pupils reassigned to various schools.
3. Applications for transfers shall be made available to all teachers in the schools involved.
4. The Union Conference Committee of the various schools involved will meet with the Central Office Administration to determine specific procedures in the reassignment of staff.
5. A joint meeting of all faculties involved will take place to explain transfer procedures.

G. Exemptions

The following will be exempt from necessary transfers after two (2) years of demonstrated ability in the following positions:

1. Head coach in four (4) major sports in Senior High (The senior high principal and the Union Conference Committee will determine the four (4) major sports in each building. Every two (2) years the senior high principal and the Union Conference Committee will review and determine the four (4) major sports.)



2. Department Heads
3. Athletic Director in Senior High
4. Dramatics Director in Senior High
5. Newspaper Advisor in Senior High
6. Student Council Advisor in Senior High
7. Elementary Department Science Teacher

## **Section 2 SPECIAL**

- A. Transfers initiated by either teachers or administrators for the purpose of promoting the best interests of the Cleveland Public Schools. This includes transfer for the purpose of staff integration in all schools.
- B. Special transfers shall be effected only after an interview between the teacher and the appropriate member of the Superintendent's staff. (Director, Directing Principal or Supervisor of Secondary or Elementary Organization)  
Teachers transferred for the purpose of staff integration will have available to them a workshop in Intergroup Relations.

## **Section 3 VOLUNTARY**

- A. Transfers initiated at the request of the teacher for reason of:
  1. Health
  2. Professional adjustment
  3. Opportunity for broadening experience
  4. Personal reasons
- B. A request for voluntary transfer will be considered if a teacher has completed a minimum assignment of two (2) years in one building. The request shall be made in writing, to the appropriate supervisor of organization on a form provided by the Division of Personnel. Voluntary transfers shall be requested by April 1 of the school year, unless unusual conditions present themselves. The principal and subject supervisor shall be consulted concerning the request for transfer. Request for transfer may be withdrawn upon written notification by July 1. All requests for transfer expire at the conclusion of the following semester of the ensuing school year. Refiling of expired requests will be

necessary if further consideration is desired.

#### **Section 4 SYSTEM SENIORITY**

A. System seniority shall be defined as the greatest number of years of consecutive employment in the Cleveland Public Schools, unless otherwise specified.

1. Military service in the time of national emergency, or call to active duty in the armed services, shall be credited as full time in determining seniority when the teaching service is interrupted.
2. In the event of a leave of absence for professional growth, the teacher will be credited for the period of time involved.
3. In the event of a Maternity Leave, the teacher shall retain the seniority acquired at the time of taking leave and shall begin with that seniority upon return to teaching.
4. In the event of any other leave of absence, the teacher shall retain the seniority acquired at the time of taking leave and shall begin with that seniority upon return to teaching.
5. Teachers who resign their positions and are later re-employed shall lose that seniority acquired before resignation.

B. System seniority shall apply to the following:

1. Computing transfer points of Article VIII Section 1 D, 1.
2. In the event of staff reduction.

### **ARTICLE IX — ADMINISTRATIVE INTERN PROGRAM AND ADMINISTRATIVE PROMOTION POLICY**

#### **Section 1. ADMINISTRATIVE INTERN PROGRAM**

A. Program Guidelines.

The Promotional Policies Committee has developed a program to direct and train interested and capable certified employees toward assistant principal positions. This program is

for both elementary and secondary people and is called *The Administrative Intern Program*.

The Administrative Intern Program is designed to give the participants a chance to experience some administrative responsibility and receive some in-service training for the job of assistant principal.

Promotion to assistant principal will be from the Administrative Intern Program after candidates have taken a competitive exam including oral interview. Every candidate for the position of Assistant Principal must serve at least one year as an Administrative Intern before he/she may enter the competitive selection program. No person can be promoted to assistant principal without proper certification.

Entrance to the Administrative Intern Program:

A person may apply by personal application submitted to the Division of Personnel.

1. Four (4) years of current successful teaching experience in the Cleveland Public Schools.
2. Evidence of admittance to graduate school of education.

**B. Length of Program:**

The maximum time a person may spend in the Administrative Intern Program is three years. If, after three years, the candidate has not qualified for the Promotion Program and/or been promoted to Assistant Principal, he/she will be returned to the classroom. This does not, however, prohibit him/her from completing all requirements, remaining eligible and applying at a later date.

Evaluations will be made at least once each semester. If an Intern does not measure up to expectations and show continuing potential for administrative work, he/she may be returned to the classroom at any time during the three year

period. Evidence of continuing potential will include continuing work toward administrative certification.

**C. Application Procedures:**

Applications may be obtained from your school office or you may secure one from:

The Cleveland Board of Education  
DIVISION OF PERSONNEL - Room 350  
1380 East Sixth Street  
Cleveland, Ohio 44114  
Phone 696-2929 Ext. 412

**Procedure:**

Applications will be screened for basic requirements and appropriate references will be requested by the Division of Personnel.

Applications meeting basic requirements and references will be given to a secondary or an elementary selection committee under the supervision of the Director of secondary or elementary schools for evaluation. After evaluation of qualifications and references of all applicants, each committee will compile a list of its recommended candidates. These lists will then be sent to the Assistant Superintendent in charge of Personnel and the Directors of secondary and elementary schools for consideration when making assignments.

Candidates will be notified as early as possible whether or not they are being recommended for consideration. Recommendation does not, however, guarantee assignment to the Intern Program.

Applications will be valid for one year only. There will be no carry-over. A person may, however, reapply for the Intern Program as often as one chooses.

**D. Entrance to the Administrative Intern Program by Appointment:**

In some cases, where unusual needs exist, entrance to the program may be by appointment by the Assistant Superintendent in charge of Personnel upon the recommendation of the Di-



rector and principals.

**E. Requirements for Entrance by Appointment:**

1. Four (4) years of current successful teaching in Cleveland Public Schools completed at the time of appointment.
2. Evidence of acceptance to graduate school of education within sixty (60) days after date of appointment.
3. Age — No age limit has been set but a minimum of ten years of future service in the Cleveland Public Schools should be expected.
4. Each appointee will be required to file an application in the Division of Personnel immediately after notice of appointment.

**Section 2 PROMOTION POLICY FOR ASSISTANT PRINCIPAL**

**A. Requirements:**

1. A minimum of one year as an Administrative Intern.
2. Appropriate Principal's Certificate by September 1. Only those Interns who are certain of certification by September 1, should enter the competitive selection program.

**B. Selection Procedures for Promotion to Assistant Principal:**

Candidates meeting the above requirements will enter the competitive selection program that will consist of the following steps:

1. *Application* — Qualified candidates may request an application from:

The Cleveland Board of Education  
DIVISION OF PERSONNEL - Room 350  
1380 East Sixth Street  
Cleveland, Ohio 44114  
Phone 696-2929 Ext. 412

2. *Administrators' Written Examination* — Applicants will take an examination prepared by the Educational Testing Service. An essay examination with questions of a local nature will be included. Candidates who have pre-



viously taken the examination need not re-take it, but we must be notified in writing of the decision. Applicants will be assigned percentage points ranging from 15 to 0 depending upon rank. No one will be ineligible to continue in the selection process because of standing on the written examination. Maximum of fifteen (15) percentage points.

3. *Preparation* — Maximum of twenty (20) percentage points.
4. *Performance* — Performance as a teacher and administrative intern and evidence of administrative potential. Maximum of twenty-five (25) percentage points.
5. *Extent of Experience* — A candidate will be awarded two (2) percentage points for each year of Cleveland Teaching. A maximum of twenty (20) points may be earned for experience.
6. *Variety of Professional Experience* — Up to ten (10) percentage points may be earned based on variety of experience.
7. *Oral Interview* — Each candidate will be interviewed by the Promotion Committee to obtain an appraisal of personal characteristics. A maximum of ten (10) percentage points may be given for this.

#### COMPOSITE OF POINTS

Written Examination	-----	15%
Preparation	-----	20%
Performance	-----	25%
Extent of Experience	-----	20%
Variety of Experience	-----	10%
Oral Interview	-----	10%
		<hr/>
		100%

After a total score is obtained for each candidate, a list will be compiled, placing candidates in the order of percentage points received. This list will be submitted to the Assistant Superintendent in charge of Personnel for consideration for promotions.

*Length of Program* — A new list is compiled each year. There will be no carry-over to next year. The list expires June 1.

A candidate who is not appointed as an Assistant Principal in this selection program may request to go through the selection program again, at a later date.

Further notice will be sent to all Administrative Interns — concerning application deadline, dates of written examination, and briefing session prior to the examination.

**Fee:** A fee will be paid by each candidate who takes the written examination.

### **Section 3 CLEVELAND TEACHERS UNION REPRESENTATION**

The Cleveland Teachers Union shall have proportionate representation on the Administrative Intern Screening Committee and the Promotional Screening Committee.

# APPENDIX

## 1. SALARY SCHEDULE FOR TEACHERS

### A. Table I Effective August 30, 1976

Step	Schedule A* less than B.A.	Schedule B B.A.	Schedule C (1) B.A. + $\frac{1}{2}$ M.A. or B.A. + 30 hrs.	Schedule D (2) M.A.	Schedule E (3) M.A. + 15 Grad. Hrs.	Schedule F (4) M.A. + 30 Grad. Hrs.
1	\$7,500	\$9,100	\$9,473	\$9,750	\$9,750	\$9,750
2	7,880	9,600	10,023	10,450	10,450	10,450
3	8,260	10,080	10,573	11,150	11,150	11,150
4	8,640	10,560	11,123	11,850	11,850	11,850
5	9,020	11,040	11,673	12,550	12,550	12,550
6	9,400	11,520	12,233	13,250	13,400	13,400
7	9,780	12,000	12,773	13,950	14,120	14,120
8	10,160	12,505	13,323	14,650	14,840	14,840
9	10,540	13,010	13,883	15,350	15,560	15,560
10	10,920	13,515	14,453	16,050	16,280	16,350
11	11,310	14,020	15,033	16,750	17,000	17,150
12	11,710	14,530	15,620	17,450	17,720	17,875
13	12,120	15,040	16,225	18,200	18,450	18,650
14	12,540	15,550	16,725			
15	12,975					
16	13,425					

\*Those Normal School graduates who are presently on the A Schedule as of September, 1976 and have 25 years of Cleveland Board of Education teaching experience will receive an additional \$500 increment.

Note: Annual salaries will be disbursed in 26 bi-weekly installments. Reductions for services not rendered shall be at the rate of 1/190th for each day out of pay status.

### LONGEVITY INCREMENTS

Longevity increments for recognized teaching service, including military service, if any, effective September 1, 1976:

Years of Recognized Service	Amount
20 years	\$ 350
25 years	750
30 years	1,250
35 years	1,850

Annual longevity increments not to be prorated for periods of extended service.

### Graduate Training

(1) B.A. +  $\frac{1}{2}$  M.A. is interpreted to be fifteen (15) graduate semester hours.

(2) M.A. is interpreted to be the conferred Master's Degree.

(3) M.A. + 15 Graduate hours is interpreted to be 15 graduate hours completed subsequent to the conferring of the Master's Degree.

(4) M.A. + 30 Graduate hours is interpreted to be 30 graduate hours completed subsequent to the conferring of the Master's Degree.

All graduate hours earned prior to February 1, 1969, which are directly related to teaching will be considered acceptable toward meeting the requirements of schedule "E" and "F".

After February 1, 1969, only those graduate hours approved as a part of a planned program by the Division of Personnel will be acceptable in meeting the requirements of schedules "E" and "F".

### B. Table II Schedule for Teachers 1976-77

On the last pay day in June, 1977, those persons who were in pay (earning) status from the opening day of school for adult personnel and continued in pay (earning) status for the entire school year shall be entitled to receive the full amount of Table II as specified below.

Those persons who were in pay (earnings) status from the opening day of school for adult personnel and continued in pay (earning) status for the first 65 school days of the 1976-77 school year shall be entitled to receive one-third ( $\frac{1}{3}$ ) of Table II.

Those persons who were in pay (earning) status from the 66th school day through the 125th

school day of the 1976-77 school year shall be entitled to receive one-third (1/3) of Table II. Those persons who are in pay (earning) status from the 126th school day through the last day of the 1976-77 school year shall be entitled to receive one-third (1/3) of Table II.

No other form of proration shall be allowed for fractional periods of service.

Years of Recognized Service	Amount
0 to 4	\$ 55
5 to 8	120
9 to 12	200
13 to 15	285
16 or more	385

### **Pre-Service Training**

Teachers new to the Cleveland Public Schools are required to report on the Monday preceding Labor Day for pre-service training. The appropriate step and schedule salary as shown includes remuneration for this week of pre-service. Failure to report will result in a loss of pay.

### **Prior Teaching Experience and/or Prior Military Service**

Entrance salary credit is given to a maximum of five (5) years for either or a combination of both. Teachers with previous Cleveland experience shall be granted up to seven (7) years credit on the appropriate salary schedule.

### **In-Service Training**

By participating in the In-Service Program offered by the Cleveland Public Schools, teachers may advance their salaries by six hundred dollars (\$600) over a minimum period of six (6) years.

A teacher receiving a differential for In-Service training will have the amount of the differential indicated separately on his contract with the Cleveland Board of Education.

## **2. TRADES AND INDUSTRY SALARY SCHEDULE**

This schedule is applicable only to those teachers



serving in state-approved Trade and Industry Programs.

The seven years experience required by state law for certification of a trades and industry teacher shall be equated to placement on the beginning salary step of the BA schedule.

As many as three additional years credit may be granted for trades and industry experience beyond this seven year minimum.

	Trade Experience	Step on Schedule C
BA Degree plus	3 years	01
BA Degree plus	4 years	02
BA Degree plus	5 years	03
BA Degree plus	6 years	04
	*Trade Experience only	Step on Schedule B
	7 years	01
	8 years	02
	9 years	03
	10 years	04

\*Successful completion of 75 semester hours of college credit shall enable a trades and industry teacher to be placed on Schedule C.

### 3. PAID HOLIDAYS

The school year shall include the following paid holidays for teachers:

- |                  |                        |
|------------------|------------------------|
| 1. Labor Day     | 5. Martin Luther King, |
| 2. Veterans' Day | Jr. Day                |
| 3. Thanksgiving  | 6. Presidents' Day     |
| 4. Friday after  | 7. Good Friday         |
| Thanksgiving     | 8. Memorial Day        |

July 4 will be a paid holiday for summer school appointees.

### 4. HOSPITALIZATION AND INSURANCE BENEFITS

A. For the purpose of this section regular employees shall be defined as follows:

1. Non-teaching employees having a regular assignment requiring a minimum of 19 hours of work per week during the school year ex-

cluding all student employees, community center employees, breakfast aides and lunchroom attendants. Also excluded are any employees utilized on a substitute basis or for short term assignments such as summer employment.

2. Teachers employed on a limited or continuing contract and serving 50 per cent or more time. (The time of kindergarten teachers assigned 40 per cent during one semester of an academic year and 60 per cent during the other shall be considered as 50 per cent.)
  3. When an employee holds two or more positions the determination of regular status is based on each separate assignment and not on a combined basis.
- B. Each regular employee enrolled in a payroll deduction plan for either single or family coverage under Blue Cross-Blue Shield, Kaiser Community Health Foundation, or Group Health Plan of Northeast Ohio Hospitalization programs shall have the full amount of the monthly cost paid by the Board of Education so long as the premium for the latter plan does not exceed that currently in effect for either the Blue Cross or Kaiser programs.
- C. The full amount of the monthly cost will be paid by the Board of Education effective with the first pay period after January 1, 1970.
- D. The Board of Education shall underwrite the cost of \$10,000 Group Life Insurance Policy for all regular employees, effective February 5, 1973. An additional \$3,000 coverage shall be made available to regular employees who may purchase such additional insurance by means of payroll deduction.
- E. Both Hospitalization and Group Life Insurance protection will be extended into the summer months for covered persons employed in positions which are normally school year active only. This includes personnel as defined in Section 548 of the Administrative Code.
- This extended coverage will terminate in Sep-

tember should the employee fail to return to active payroll status at that time.

Any payroll deductions being made for Hospitalization and/or Group Life Insurance will be effected on a monthly basis during the school year with a triple deduction being made in June to cover the summer months.

- F. Insurance and Hospitalization coverage may be continued for any employee who becomes payroll inactive (such as resignation or a leave of absence) as indicated below.

In order to continue Hospitalization the departed employee will have to pay directly to the hospitalization agency the bill that will be received from them.

In order to continue Life Insurance coverage the departed employee must contact the Insurance Company and complete conversion requirements within thirty-one (31) days from the last day of active payroll status.

- G. Teachers who resign after June 15 will continue to receive paid Board of Education hospitalization through August.

Teachers who retire as of July 1, will continue to receive paid Board of Education hospitalization through August.

- H. The Cleveland Board of Education and the Cleveland Teachers Union shall work jointly to gain legislation to improve retirement benefits, to improve fringe benefits, to increase State aid and to extend fringe benefits to retired teachers.

## 5. SUBSTITUTE TEACHERS

(All rates are effective as of September 1, 1976)

### A. Day-to-Day Substitute Teachers

Without Prior Teaching Experience

1. \$34.00 per day.
2. \$38.00 per day on the 6th day and each succeeding day in the same assignment to a maximum of 55 days.
3. \$48.00 per day on the 61st day and each

succeeding day in the same assignment.  
(This rate applies only to degree-holding  
substitutes.)

**B. \*Experienced Day-to-Day Substitute Teachers**

1. \$38.00 per day.
2. \$44.00 per day on the 6th day and each succeeding day in the same assignment to a maximum of 55 days.
3. \$48.00 per day on the 61st day and each succeeding day in the same assignment.  
(This rate applies only to degree-holding  
substitutes.)

**C. Day-to-Day, Classified as Building Substitutes**

1. Substitute teachers without prior teaching experience \$40.00 per day.
2. \*Experienced Substitute Teachers, \$46.00 per day.
  - a. Only holders of a current standard certificate will be considered for building substitute positions.
  - b. Will earn and be permitted to use sick leave at the rate of a regular contract teacher.
  - c. Option to purchase hospitalization, group life insurance through the Board of Education at group rates.

**D. Payment for Holidays**

Under the following conditions, substitute teachers will be reimbursed for those holidays designated by the Clerk-Treasurer as paid days for teachers on a regular contract.

The specific substitute assignment is for six or more consecutive days; the specific substitute assignment is interrupted by one of the designated holidays; the specific substitute assignment must continue at least one day after the holiday.

1. Veterans' Day
2. Thanksgiving Day (2 days)
3. Martin Luther King, Jr. Day
4. President's Day



5. Good Friday
6. Memorial Day
7. Independence Day (July 4)

\*Experienced substitutes are those who:

1. Have had 2 or more years of regular Ohio teaching experience, or
2. Have had 240 or more days of Ohio substitute teaching service during the two school year period immediately prior to reappointment or appointment.

## 6. DIFFERENTIALS FOR TEACHERS SALARY SCHEDULES

*(Not to be Prorated for Periods of Extended Service)*

Differentials in Sections A, C, D, E, F, will be paid on or about December 1, February 1, April 15 and June 15 in equal amounts. Differentials in Section B, with the exception of Athletic Director, will be paid at the conclusion of the athletic assignment.

### A. Department Heads\*

**Periods Per Week in Department	Annual Differential September 1976	Periods Assigned to This Responsibility
50 - 119	\$ 380**	0
120 - 214	510**	1
215 - 249	760**	1
250 - 419	760**	2
420 - Up	1015**	3

\**Department Heads are to report to their schools all day Thursday and Friday of the week preceding the opening of school and will be paid on a pro-rated basis according to their ensuing year's annual contract salary.*

\*\**Including Department Heads, periods assigned to departmental duties as noted in third column above.*

*In departments where no department head has been identified, the duties of the department head will be assumed by the administration of the school.*



## B. Athletic Coaching

All personnel will be responsible for a homeroom and 30 assigned periods per week (Effective September 1969)

Assignment	Annual Differential September 1976
Athletic Director, Sr. High*	\$1911
Head Football	1275
Head Basketball	1275
Head Track	1275
Head Wrestling	1275
Head Baseball	1275
Head Volleyball	1275
Head Golf	546
Head Tennis	546
Head Cross Country	546
Head Bowling	546
Head Swimming	546
Head Gymnastics	546
Head Fencing	546
Head Softball, Girls	546
Senior High Soccer	546
Assistant Football	728
Assistant Basketball	728
Assistant Track	728
Assistant Wrestling	728
Assistant Baseball	728
Assistant Soccer	455
Assistant Cross Country	455
Assistant Swimming	455
Assistant Gymnastics	455

The Senior High Athletic Director, Head Football Coach, and Four Assistant Football Coaches will receive 1/19 of the ensuing year's salary for August football practice.

Starting date for fall football practice will be determined by the Ohio High School Athletic Association.

*\*Senior High Athletic Director shall be relieved of homeroom.*

Athletic Director, Jr. High 637  
Must have responsibility for five (5) or more sports

Junior High Football 546  
Junior High Basketball 546  
Junior High Track 546  
Junior High Volleyball 546  
Junior High Wrestling 546  
Assistant Junior High Football 273  
Assistant Junior High Track 273

**C. Senior High**

Dramatics Director 760  
Band Director\*\* 760  
Orchestra Director\* 380  
Intramural Director (one each for boys and girls) 506  
Newspaper Advisor 887  
Vocal Music Director 570  
Yearbook Advisor 380  
Cheerleader Sponsor 380  
Drill Team 380

*\*In Schools where the band and orchestra are under the direction of one teacher, the differential will be \$1140 effective 1976-77 contract year.*

*\*\*The Band Director will receive 1/19 of the ensuing year's salary for directing practice of the Marching Band for the two weeks preceding the opening of school in September.*

**1. Dramatics Director**

- a. Thirty assigned periods per week. The assigned periods must include a minimum of one period of Drama I and one period of Drama II each day.
- b. Homeroom. If the Dramatics Director is responsible for the stage throughout the school year, the director may be released from homeroom.
- c. One major production per semester. (A full length play, operetta, musical comedy, etc., of approximately two hours in

length). If the school prefers to have one major production per year, the director would be paid one-half the annual differential.

2. Band Director

- a. Thirty assigned periods per week.
- b. Homeroom.
- c. The director shall be responsible for the marching band at all football games (except out-of-the-city games when the school administration does not choose to send the band).
- d. Provide music for a minimum of four programs per year outside the normal school day.

3. Orchestra Director

- a. Thirty assigned periods per week.
- b. Homeroom.
- c. Provide music for a minimum of four programs per year outside the normal school day.

4. Intramural Director

- a. A separate director may be appointed for boys' activities and girls' activities.
- b. Thirty assigned periods per week.
- c. Homeroom.
- d. Sixty hours of activities per semester, either before or after school, or a combination of both, must be scheduled.
- e. Minimum of three different sports or activities per semester must be scheduled.

5. Newspaper Advisor

- a. Thirty assigned periods per week. The assigned periods must include one or more single periods of Journalism I and one double period of Advanced Journalism each day.
- b. Homeroom.
- c. The advisor should not be assigned more than three daily preparations, including

- the Journalism I preparation.
- d. Minimum of six issues per semester.
- 6. Vocal Music Director
  - a. Thirty assigned periods per week.
  - b. Homeroom.
  - c. The director shall be responsible for a minimum of six performances per year, outside the normal school day.
- 7. Yearbook Advisor
  - a. Thirty assigned periods per week.
  - b. Homeroom.
  - c. Minimum of one yearbook per year.
- 8. Cheerleader Sponsor
  - a. Thirty assigned periods per week.
  - b. Homeroom.
  - c. The advisor shall provide cheerleaders and be in attendance at all football and basketball games (except out-of-the-city games when the school administration does not choose to send the cheerleaders.)

#### D. Junior High

##### Assignment

Annual Differential  
September 1976

Intramural Director (one each for boys and girls)	\$506
Newspaper Advisor	380
Dramatics Director	380
Instrumental Music Director	380
Vocal Music Director	380

- 1. Intramural Director
  - a. A separate director may be appointed for boys' activities and girls' activities.
  - b. Thirty assigned periods per week.
  - c. Homeroom.
  - d. Sixty hours of activities per semester, either before or after school, or a combination of both, must be scheduled.
  - e. Minimum of three different sports or activities per semester must be scheduled.

2. Newspaper Advisor
  - a. Thirty assigned periods per week. The assigned periods must include one Beginning Journalism class each day.
  - b. Homeroom.
  - c. Minimum of three issues per semester. In case of a mimeographed newspaper, the total amount of copy per issue must equal a four-page printed newspaper.
3. Dramatics Director
  - a. Thirty assigned periods per week.
  - b. Homeroom. If the Dramatics Director is responsible for the stage throughout the school year, the Director may be released from homeroom.
  - c. One major production per semester. (A full-length play, operetta, musical comedy, etc., of approximately two hours in length). If the school prefers to have one major production per year, the director would be paid one-half the annual differential.
4. Instrumental Music Director
  - a. Thirty assigned periods per week.
  - b. Homeroom.
  - c. Provide music for a minimum of four programs per year, outside the normal school day.
5. Vocal Music Director
  - a. Thirty assigned periods per week.
  - b. Homeroom.
  - c. Provide music for four performances per year, outside the normal school day.

#### **E. Elementary**

Assignment

Annual Differential  
September 1976

Elementary Safety Council

\$444

Duties and Responsibilities:

- a. To create and supervise an effective Student School Safety Council.



- b. Organize and supervise School Safety Patrol.
- c. Conduct bi-monthly meetings with entire membership.
- d. Prepare and participate in school "Awards Programs".

Split Kindergarten 215

#### F. Miscellaneous

Head Juvenile Court Representative 887

Juvenile Court Representative 444

School Psychologist with Ph.D. 1266

School Psychologist 887

School Audiologist 887

Guidance Counselor\* (Full-time) 887

Guidance Counselor (Half-time) 506

Head Guidance Counselor\* 1035

(In schools with 3 or more full-time counselors)

Head Librarian 380

(In all Senior High and other schools with enrollment of 1501 or more)

Administrative Intern 634 or 1014

(A minimum of 18 graduate semester hours in a purposeful pattern toward an administrative certificate is required for the \$1014 differential)

Attendance Field Workers 210

Head Workers — Division of Attendance 1014

Head Teachers — Special Education & Residential Schools

10 or more teachers 1014

4 - 9 teachers 634

Consultant, Remedial, or Intern-

Consultant Teacher 425

Resident Camp Director 1014

Resident Teacher 506

School Court Liaison 450

A. G. Bell Dramatics Director 380

*\*Head Counselor and Full-Time Counselors will be on a 39-week assignment at pro rata pay. The*

*additional week will be assigned either the week before the September opening of school or the week following the closing of school in June, or a combination of both, by the mutual agreement of the principal and the guidance counselor.*

*(Effective the 1969-70 school year)*

Differentials are annual assignments. Those persons presently receiving an annual differential will be notified by May 15th if they are to be continued on the annual differential assignment for the following year. Except where so notified, the person shall not continue on the annual differential. If a person is not notified by May 15th of the continuation of the differential assignment for the following school year, he/she may use the procedures outlined in Article IV of the Agreement.

*(A maximum of two annual differentials will be paid to a teacher).*

*If necessary, a maximum of four (4) differentials, no more than two (2) of which are coaching activities, may be paid to any one teacher.*

*(Athletic Directors may not coach any sports activities).*

Effective August 25th, 1969 all persons receiving a differential for an assignment that is in effect throughout the school year will be paid for the differential in four installments, two per semester. Athletic coaches will receive their differentials at the conclusion of the season for their particular sport.

## **7. NIGHT AND SUMMER SCHOOL SALARY SCHEDULES**

- A. Effective September 1, 1975 night school and summer school teachers will be paid at the same rate as indicated on the appropriate teacher salary schedule (Daily Base Rate) — 1/190th per day. Each hour of work will be paid at .125 of the daily rate.
- B. Teachers not regularly employed by the Cleveland Board of Education under a limited or continuing contract shall be paid at the rate of \$8.00 per hour.

- C. Sick leave for night and summer school teachers will be allowed from the teacher's accumulated sick leave earned during the regular school year. A teacher reporting sick on a regular day assignment will be paid for the night assignment, but a proportionate amount of a day's sick leave will be calculated by the Clerk-Treasurer and deducted from the teacher's accumulated sick leave in addition to the deduction from the teacher's accumulated sick leave for his/her day absence. A teacher reporting sick on a summer school assignment may use his/her accumulated sick leave but will have a proportionate amount of a day's sick leave deducted from his/her accumulated sick leave in a manner to be calculated by the Clerk-Treasurer.

## **8. COMMUNITY CENTER SALARY SCHEDULES**

- A. Community Center Directors  
Effective September, 1976 — \$8.25 per hour
- B. Community Center Instructors  
Effective September, 1976 — \$6.60 per hour

## **9. SPECIAL SUBSTITUTE TEACHERS**

- A. Every effort shall be made to find a regular substitute for a teacher when a teacher is absent. Teachers on regular contract may become "Special Substitute Teachers" when a regular substitute is not available to cover classes. This plan shall be voluntary on the part of the teacher, except in cases of extreme emergency. Teachers shall accept special substitute assignments for the special substitute rate of pay whenever volunteer teachers are not available to cover classes.
- B. Teachers are to be paid the prevailing Special Substitute rate of \$7.15 per period or \$16.00 per day for 1/3 of an elementary class when a substitute teacher is requested but not available (Effective September, 1976.)
- C. Special Substitute assignments shall be made on an equitable basis whenever possible.

- D. In the Secondary Schools teachers may cover classes as Special Substitute Teachers during their unassigned periods with the following guidelines:
1. Each teacher is limited to a maximum of two classes in a school day.
  2. When possible a teacher in the subject area department will cover the class.
  3. Classes of absent teachers shall not be assigned to study halls.
  4. A substitute will be provided for any absent teacher in study hall. If the normal procedure for coverage cannot be followed, this will be considered an "extreme emergency" as defined in Section 9A.
- E. In the Elementary Schools teachers may be assigned on a period system when there are teachers available with unassigned periods. The rate for one period shall be paid in this plan. When this plan is not practical the class may be divided into three groups with one group being assigned to each of three teachers. Each teacher shall be paid at one-third the prevailing Special Substitute rate for the entire day.
1. Elementary teachers of special subjects are not to be removed from their regular assignments to function as substitutes for absent teachers.
  2. When an elementary class is divided, because no substitute is available for an absent teacher, those pupils coming from the absent teacher's class are not to be assigned to teachers of special subjects unless they are regularly scheduled for such assignment.
  3. When a special subject teacher is absent, and a substitute teacher is not available, the special substitute rate shall be paid to the teacher who gives up his/her unassigned period.
  3. When a special subject teacher is absent, and a substitute teacher is not available, the special substitute rate shall be paid to



the teacher who gives up his/her unassigned period.

F. When teachers are absent because of administrative request, the prevailing Special Substitute rate shall be paid to teachers who volunteer to cover the absent teacher's classes. Example of administrative requests which shall be included in this clause are the following:

1. Attendance at committee meetings, workshops, or professional meetings.
2. Supervision of school athletic events.
3. Field trips to such places as museums, institutions, concerts, theaters where plays are performed, etc.
4. Participation in contests (ex. Mental Math, Vocal and Instrumental Music, etc.)

#### **10. STAFF DEVELOPMENT**

The Board of Education shall open to teachers participation in appropriate staff development programs that it initiates; or, will offer an equal number of programs to accommodate an equal number of teachers provided there is no substitute cost to the Board of Education.

#### **11. IMPROVEMENT OF RECORDS SYSTEMS**

Workshops shall be established for principals and union conference committee representatives to mutually explore ways of improving clerical and records keeping systems.

#### **12. 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 CT-4A financial report shall be posted on the faculty bulletin board each month.

#### **13. SNOW REMOVAL**

Until such time as the business manager 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 mutually agreed upon by the principal and the union conference committee. Snow removal equipment must conform with specifications as set up by the business manager.

#### **14. STUDENT TRAINEES**

Where a teacher voluntarily or on assignment basis has a college student assigned as an observer, participant, or student teacher for a quarter or a semester, the teacher will be paid at the established rate for supervising teachers.

Every effort will be made by the Cleveland Board of Education to encourage colleges and universities sending student teachers into the schools to standardize and improve the honorarium paid to supervising teachers.

The Cleveland Teachers Union and the Cleveland Board of Education realize the importance of giving university students the opportunity to observe all aspects of urban school situations and programs. It is agreed that such observations and visitations by university students will be distributed equally throughout the Cleveland schools so that such students will be afforded a complete and rounded experience.

#### **15. PAYROLL DEDUCTIONS FOR INSURANCE**

The Cleveland Teachers Union and the Board of Education will work cooperatively to promote passage of legislation that will permit payroll deduction of premiums for various group insurance plans.

#### **16. ELEMENTARY HOT LUNCH PROGRAM**

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

#### **17. EQUAL SESSIONS FOR KINDERGARTEN COMMITTEE**

The committee shall continue to meet, to consider the preference of Kindergarten teachers for a block of unassigned time.

## **18. EQUIPMENT AND SUPPLIES**

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.

The Union Conference Committee in each building will assist the administration in preparing and processing the equipment and supplies orders for the school which are budgeted and delivered on a calendar year basis as follows:

### **General Fund and Special Fund Supplies**

- a) Fall orders — Deliveries to the schools will begin the following January and shall be completed by March 15.
- b) 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 letters (a) and (b) above, the grievance procedure may be used.

Items approved from the above budgets and not delivered are back-ordered by the warehouse. These items shall be delivered as they become available and should not be reordered. If the back-ordered items are not delivered within 30 days after the deadlines as stipulated in (a) and (b) above, the grievance procedure may be used.

## **19. P.T.A.**

Teachers elected as delegates to local, state or national P.T.A. Conferences will be entitled to a leave of absence with pay. Up to five (5) teacher delegates will be considered to attend such conferences upon approval of the Assistant Superintendent of Personnel.

## **20. PAYROLL DEDUCTION FORMS**

A committee of the representatives from all employee groups shall meet with representatives of the Clerk-Treasurer's office to determine the format of new payroll deduction forms.

## **21. NEW APPROACHES TO STUDY HALLS**

A committee representing the Cleveland Teachers Union and Board of Education administrators shall be established to implement new approaches to study halls.

## **22. SCHOOL CAFETERIAS**

Since school cafeterias are an integral part of the school plant, therefore the principal shall be responsible for all functions, procedures, and personnel involved in the operation of the cafeteria.

## **23. ATTENDANCE WORKERS**

Attendance workers are not required to transport pupils or student teachers in private conveyances. A conference type committee shall be formed with Union representatives of Attendance Workers for all Attendance Districts to meet with the Head Attendance Workers and the Supervisor of Attendance on a regularly scheduled basis to discuss working conditions for improvement relevant to the performance of their responsibilities.

## **24. SUMMER SCHOOL APPOINTMENTS**

All teachers are eligible to apply for Summer School employment. Teachers will be chosen for Summer School teaching positions at a meeting of Summer School principals. A list, provided by data processing, will indicate the Cleveland teaching experience of all applicants and will guide principals in their selection of staff according to their seniority.

A check by Summer School Personnel of all remaining applications against this list, should preclude immediate assignment of teachers with less seniority in a given subject area over those with more seniority.

Summer School appointments will be made according to the following guidelines developed by representatives of the Cleveland Teachers Union and the Cleveland Board of Education:

### **A. Teachers**

#### **1. *Secondary School Teachers***

Secondary summer school teacher appointments will be based on the following criteria:

- a. Seniority in school system
- b. Subject area needs
- c. Teacher qualifications
- d. School preferences of teacher
- e. An equitable distribution of teachers in schools located close to the designated summer school will be appointed to teach in that summer school on a seniority basis.

## 2. *Elementary School Teachers*

Elementary summer school teacher appointments will be based on the following criteria:

- a. Seniority in school system except that Title I Summer School faculties shall be assigned, as teachers are available, on a seniority basis, from within the regular school faculty.
- b. Teacher qualifications.

## B. Appointment Procedures

1. A commitment of summer assignment by the Summer School Division of Personnel will guarantee a teacher an appointment for the summer. This means that a change in school or assignment may occur if a class does not materialize.
2. The Summer School Division of Personnel will notify teachers of their summer school appointments by the first of May. Subsequent appointments will be made up to and including the first week of the summer session as pupil enrollments indicate teacher needs.
3. Each teacher who is not appointed initially will be sent a letter by the first of May informing him/her of the unavailability of a summer appointment. The teacher will be asked to indicate:
  - a) if the application should be removed from consideration; or,
  - b) if he/she would prefer a leave the application on file for a regular summer school assignment; or,



- c) if he/she would work as a day-to-day substitute.
- 4. Applicants whose summer applications were received after the date set by the Summer School Division of Personnel will be considered for employment only after those applicants whose applications were received by the deadline date.

## **25. REGISTERS**

A pilot project aimed at relieving the classroom teachers of the responsibility of maintaining registers shall commence September, 1970. Three senior high, three junior high and six elementary schools are to be involved. A committee representing the Cleveland Teachers Union and Board of Education administrators shall be established to evaluate the effectiveness of the project and its possible future expansion. Every effort will be made to have the computerized register project expanded to all schools by September, 1977.

## **26. TRANSFER OF OVERAGE PUPILS**

A committee representing the Cleveland Teachers Union and Board of Education Administrators shall be established to study the feasibility and implementation of a transition and orientation program for pupils transferred due to overage.

## **27. COMPUTERIZATION OF GRADING PROCEDURES**

A pilot project is currently underway at three high schools to computerize the grading procedures. A committee representing the Cleveland Teachers Union and Board of Education Administrators shall be established to study and expand the project to elementary and junior high schools.

## **28. UNIFORM PROCEDURES REGARDING ANNUAL PROMOTION**

- A. A committee of representatives of the Cleveland Teachers Union and Board of Education Administrators shall continue to study the advisability of deficiency slips.
- B. A committee of representatives from the Cleve-



land Teachers Union and Board of Education Administrators shall be formed to study procedures relative to the opening and closing of semesters. Included in this study will be the scheduling of classes, distribution and collection of textbooks, teacher assignments, pupil assignments, and the elimination of pupil assignments to successive study halls where possible.

- C. The marking periods in secondary schools will be reduced from 6 to 4 periods to be consistent with elementary school procedures. The grading periods and attendance periods in the register will be co-terminus if feasible.

### **29. PRE-SCHOOL CONFERENCE**

The Cleveland Teachers Union shall be provided time during the Pre-School Conference to present the Union Agreement and Union services. A Union display and/or booth shall continue to be available at the Pre-School Conference.

Teachers new to the Cleveland Board of Education will be given complete, detailed information regarding hospitalization coverage as provided by the Board at the orientation session held prior to the opening of school.

### **30. IN-SERVICE REGISTRATION**

Initial registration of In-Service Courses shall be carried out by mail. Late registration and/or changes will be made in person at a central location on announced dates.

### **31. ADMINISTRATIVE INTERNS**

Administrative Interns are responsible for activities as assigned by the principal and under the direction of the principal.

### **32. SPECIAL EDUCATION**

Educable mentally retarded pupils should be integrated into skills area classes. Their skills area class assignments should take place at the same time as regular pupil scheduling occurs. The educable mentally retarded pupils should be scheduled in such a manner as to preclude more than 25% of their class being assigned to a given skills area class.

In-service courses shall continue to be offered to regular class teachers who have educable mentally retarded pupils integrated in their classes.

### **33. GUIDANCE COUNSELORS**

- A. When student guidance counselors enrolled in practicum courses are assigned to a regular school counselor for practice, the critic counselor shall be provided the same compensation from the higher education institution as critic teachers receive.
- B. Guidance Counselors may substitute attendance at Career Night in place of Open House attendance at the discretion of the Principal.
- C. Proctors for Saturday testing programs shall be certificated counselors from home schools or feeder junior high schools.
- D. Before a guidance counselor is non-reappointed, the individual shall be afforded due process.

### **34. LIBRARIANS**

#### **A. Library Committee**

A conference type Library Committee will be formed with Union representatives from the elementary and secondary school libraries to meet on a regularly scheduled basis with the Director of School Libraries.

#### **B. Release Time Librarian-In-Charge Secondary Schools**

In all secondary schools the Librarian-In-Charge will be allotted one-half day per month of release time to examine new books and media to meet the needs of their respective buildings. Scheduling of this release time will be arranged between the building principal, the librarian-in-charge and the Director of Educational Media. No substitute for this release time will be provided.

#### **C. Elementary School Librarians**

In elementary schools where there is more than one librarian assigned to a building, the Director of Educational Media will designate one as librarian-in-charge.

### **35. ELEMENTARY SCIENCE TEACHERS**

Elementary science teachers may spend a majority of their classroom instruction time teaching science by voluntary trading of classes which will be organized by mutual agreement between the principal and the Union Conference Committee.

### **36. SCHOOL NURSES**

- A. The Nurses Conference Committee of the Cleveland Teachers Union will meet with the Nursing Supervisor(s) on a regular basis during the school year to discuss problems of concern to school nurses.
- B. Every effort shall be made to provide no more than four school assignments for each nurse.
- C. A committee shall be formed of Cleveland Teacher Union representatives to meet with the Directing Supervisor of Health and the Supervisors of Nurses to determine the identification and method of acquisition of basic as well as other nursing supplies. Current nursing supply inventories in schools should be considered by this committee.
- D. Additional funds shall be made available for nursing supplies.
- E. Every effort shall be made to provide telephone extensions in private conference areas of the Health Center in schools for September, 1970.
- F. The Articles of this Agreement for teachers, where applicable, shall also apply for school nurses.
- G. Nurses shall be provided forty (40) minutes of uninterrupted lunch time. Specific time is to be agreed upon with the school principal.
- H. Efforts will be made to improve the availability of nursing service to students and improve the articulation between nurses and parents or faculty.
- I. Efforts will be made to assist each newly employed nurse in becoming oriented to the particular duties and responsibilities as a school nurse.

### 37. DENTAL HYGIENISTS

#### A. Salary Schedule With No Degree — Table I — Effective September, 1976

Step	1976-77
1	\$ 7,844
2	8,114
3	8,384
4	8,656
5	8,926
6	9,198
7	9,467
8	9,740
9	10,057
10	10,329
11	10,644
12	11,058
13	11,273
14	11,708
15	12,022
16	12,235

#### DENTAL HYGIENIST — NO DEGREE

##### TABLE II 1976-77

On the last pay day in June, 1977 those persons who were in pay (earning) status from the opening day of school for adult personnel and continued in pay (earning) status for the entire school year shall be entitled to receive the full amount of Table II as specified below.

Those persons who were in pay (earning) status from the opening day of school for adult personnel and continued in pay (earning) status for the first 65 school days of the 1976-77 school year shall be entitled to receive one-third ( $1/3$ ) of Table II.

Those persons who were in pay (earning) status from the 66th school day through the 125th school day of the 1976-77 school year shall be entitled to receive one-third ( $1/3$ ) of Table II.

Those persons who are in pay (earning) status from the 126th school day through the last day of the 1976-77 school year shall be entitled to receive one-third ( $1/3$ ) of Table II.



No other form of proration shall be allowed for fractional periods of service.

Years of Recognized Service	Amount
0 to 4	\$ 37
5 to 8	85
9 to 12	140
13 to 15	210
16 or more	250

**B. Salary Schedule With Degree — Table I —  
Effective September, 1976**

Step	1976-77
1	\$ 8,788
2	9,072
3	9,354
4	9,636
5	9,920
6	10,201
7	10,486
8	10,819
9	11,104
10	11,387
11	11,816
12	12,246
13	12,676
14	13,124

**DENTAL HYGIENIST WITH DEGREE  
TABLE II 1976-77**

On the last pay day in June, 1977 those persons who were in pay (earning) status from the opening day of school for adult personnel and continued in pay (earning) status for the entire school year shall be entitled to receive the full amount of Table II as specified below.

Those persons who were in pay (earning) status from the opening day of school for adult personnel and continued in pay (earning) status for the first 65 school days of the 1976-77 school year shall be entitled to receive one-third (1/3) of Table II.

Those persons who were in pay (earning) status from the 66th school day through the 125th school



day of the 1976-77 school year shall be entitled to receive one-third (1/3) of Table II.

Those persons who are in pay (earning) status from the 126th school day through the last day of the 1976-77 school year shall be entitled to receive one-third (1/3) of Table II. No other form of proration shall be allowed for fractional periods of service.

Years of Recognized Service	Amount
0 to 4	\$ 47
5 to 8	105
9 to 12	170
13 to 15	230
16 or more	285

### **38. FOOD SERVICE MANAGERS**

A. Salary Schedules — Effective September, 1976  
Table I — Minimum \$7,440 Maximum \$11,556

#### **FOOD SERVICE MANAGERS — TABLE II 1976 - 77**

On the last pay day in June, 1977 those persons who were in pay (earning) status from the opening day of school for adult personnel and continued in pay (earning) status for the entire school year shall be entitled to receive the full amount of Table II as specified below.

Those persons who were in pay (earning) status from the opening day of school for adult personnel and continued in pay (earning) status for the first 65 school days of the 1976-77 school year shall be entitled to receive one-third (1/3) of Table II.

Those persons who were in pay (earning) status from the 66th school day through the 125th school day of the 1976-77 school year shall be entitled to receive one-third (1/3) of Table II.

Those persons who are in pay (earning) status from the 126th school day through the last day of the 1976-77 school year shall be entitled to receive one-third (1/3) of Table II.

No other form of proration shall be allowed for fractional periods of service.

Years of Recognized Service	Amount
0 to 4	\$ 37
5 to 8	85
9 to 12	140
13 to 15	210
16 or more	260

- B. In the interest of improving the quality of food service in the Cleveland Public Schools, Food Service Managers shall have a maximum of two school assignments effective September 1, 1970.
- C. A committee involving Food Service Managers and Assistant Managers shall be formed to clarify the duties and responsibilities of each position and other related areas.
- D. Food Service Manager salaries shall be published in the Agreement with a statement re: proportionate salary for a combination assignment as Food Service Manager and teacher.
- E. Working Hours:
  - 1. Food Service Managers: Those being paid for full time food service management are to work  $7\frac{3}{4}$  hours each day. Hours to be from 7:30 A.M. to 3:45 P.M. with a  $\frac{1}{2}$  hour lunch to be taken on the premises as food service facilities are available to them.
  - 2. Teacher-Managers: (Vocational Home Economics Teachers) Those being paid  $\frac{5}{8}$  time as teachers and  $\frac{3}{8}$  time as food service managers are to work  $6\frac{3}{4}$  hours per day. Hours to be from 7:30 A.M. to 2:50 P.M. with a  $\frac{1}{2}$  hour lunch to be taken on the premises, as food service facilities are available to them. They shall receive two (2) contracts.
- F. Food Service Managers assigned to two schools shall be paid bus fare or mileage when traveling between their assigned schools.
- G. Meetings called by the Food Service Department shall not exceed one hour in length, and shall end not later than 4:00 P.M.
- H. Managers shall be permitted to contact the coordinator of Food Service Division for per-

mission to adjust menu to conform to the locale.

- I. Managers shall contact Food Service Division on the same day to inform them of incomplete orders so that they may be cancelled.

### 39. SOCIAL WORKERS

Salary Schedules — Effective September, 1976  
Table I

With M.A. or M.S.W. Degree

Minimum \$10,112      Maximum \$15,118

Degree less than M.A.

Minimum \$ 9,390      Maximum \$13,909

### SOCIAL WORKERS — TABLE II — 1976-77

On the last pay day in June, 1977 those persons who were in pay (earning) status from the opening day of school for adult personnel and continued in pay (earning) status for the entire school year shall be entitled to receive the full amount of Table II as specified below.

Those persons who were in pay (earning) status from the opening day of school for adult personnel and continued in pay (earning) status for the first 65 school days of the 1976-77 school year shall be entitled to receive one-third (1/3) of Table II.

Those persons who were in pay (earning) status from the 66th school day through the 125th school day of the 1976-77 school year shall be entitled to receive one-third (1/3) of Table II.

Those persons who were in pay (earning) status from the 126th school day through the last day of the 1976-77 school year shall be entitled to receive one-third (1/3) of Table II.

No other form of proration shall be allowed for fractional periods of service.

Years of Recognized Service	Amount
0 to 4	\$ 47
5 to 8	105
9 to 12	170
13 to 15	230
16 or more	285

#### 40. MANPOWER TRAINING PROGRAM

- A. Teachers who hold a Standard Ohio Teaching Certificate and are working in the Manpower Training Program shall be employed on a 38-week contract status. For work performed beyond 38 weeks, teachers will be paid at the same rate as indicated on the appropriate teacher salary schedule (Daily Base Rate) — 1/190th per day. Each hour of work will be paid at .125 of the daily rate.
- B. Hourly employees at the Manpower Training Program will be paid at the following rates effective September, 1976:

Years of Experience	Hourly Rate
0 to 9	\$ 7.88
10 to 12	8.24
13 or more	8.60

#### 41. WORKING CONDITIONS AND REQUIREMENTS FOR CONSULTANT TEACHERS

##### Recommendations:

- A. Regular working hours will be from 8:30 a.m. to 4:00 p.m. daily, unless assigned to a specific school.
- B. Regular contracts on a prorated basis will include the total number of weeks required by the assignment, unless there is a summer extension of the project in which the consultant teacher services are needed.
- C. Differential pay should not include duties required on Saturday by the project.
- D. Remuneration will be at the rate of \$8.00 per hour for in-service participation on Saturdays and for curriculum development.
- E. Remuneration for all part-time working assignments on Saturdays and during the summer will be paid at the same rate as indicated on the appropriate teacher salary schedule (Daily Base Rate). Each hour of work will be paid at .125 of the daily rate.
- F. The title of "assistant" will not be used for



those consultant teachers who work in the office of the project manager.

- G. Responsibilities required of consultant teachers will be clearly outlined by the project manager before appointment is made. Project responsibilities will be reassessed as new proposals are written.
- H. A consultant teacher's role is supportive to the classroom teacher and therefore consultant teachers shall not evaluate the classroom teacher.

#### **42. NON-TEACHING EMPLOYEES**

##### **A. Vacation Policy**

Regular non-teaching persons employed on a school year basis accumulate vacation for each month of active employment during the school year at whatever monthly rate is appropriate for their years of service in the same manner as do twelve (12) month employees.

This applies to all Paraprofessionals, Teacher Assistants, Instructional Aides, Instructional Assistants and Roadwork Instructors as outlined in Section 544 of the Administrative Code. (Effective September 1, 1976)

##### **B. Sick Leave**

"Employees may use sick leave, upon approval of the responsible administrative officer of the employing unit, for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to other employees, and to illness, injury or death in the employees immediate family" — Ohio Revised Code — Section 124.38.

##### **C. Legal and Declared Holidays**

Regular non-teaching employees shall receive pay for the legal and declared holidays subject to the conditions as stipulated in the Administrative Code — Section 543.

1. New Year's Day (January 1)
2. Martin Luther King, Jr. Day (3rd Monday in January)



3. President's Day (3rd Monday in February)
4. Memorial Day (the last Monday in May)
5. Independence Day (July 4)
6. Labor Day (1st Monday in September)
7. Veterans' Day (the 11th of November)
8. Thanksgiving Day (the 4th Thursday in November)
9. The Friday following Thanksgiving Day
10. Christmas Day (December 25)

**43. INSTRUCTIONAL AIDES AND INSTRUCTIONAL ASSISTANTS AT THE SUPPLEMENTARY EDUCATIONAL CENTER**

**A. Salaries — Effective September 1, 1976**

	Hourly Rate
Instructional Aide	\$5.45
Instructional Assistant	3.85

- B.** Instructional Aides and Assistants at the Supplementary Educational Center will have a standard seven (7) hour day from 8:30 a.m. to 3:30 p.m.
- C.** Instructional Aides and Assistants at the Supplementary Educational Center are assured employment for the school year in which they are employed.
- D.** When Instructional Aides and/or Instructional Assistants lay offs are necessary, seniority in the area of specialization shall prevail. Reemployment shall also be according to seniority.
- E.** The Director of the Supplementary Educational Center or qualified designee will evaluate the Instructional Aides and Assistants and hold an individual conference at which time the completed evaluation form will be signed indicating that the individual has seen but not necessarily agreed with the evaluation. The individual will receive a copy of the completed evaluation form.
- F.** Seniority in the area of specialization for Instructional Aides and Assistants shall prevail when summer assignments are made.

#### **44. PARAPROFESSIONALS**

The term Paraprofessionals as used in this agreement includes the following positions: educational aides (teacher assistants), classroom aides, instructional aides, community aides, dental aides, medical aides, nurses' aides, remedial reading aides, staff aides, attendance aides, home visitor aides, transition aides.

##### **A. Working Conditions**

1. Teacher Assistants shall work  $7\frac{3}{4}$  hours per day ( $38\frac{3}{4}$  hours per week). In addition, a minimum of 30 minutes uninterrupted time shall be provided each day for lunch. The staggering of reporting time for Teacher Assistants is available.
2. The normal work day,  $7\frac{3}{4}$  hours, shall be completed before any assignment beyond the normal work day can be made. Overtime shall be paid beyond 40 hours of work per week. Regular pay shall be provided for the additional one hour and 15 minutes beyond the normal  $38\frac{3}{4}$  hours per week to achieve 40 hours per week and subsequent assigned overtime.
3. The grievance procedure as provided for teachers in this agreement shall be used for Teacher Assistants.
4. Teacher Assistants are assured employment for the school year in which they are employed, but not necessarily at the same job site. Termination of employment during the school year is not precluded by this agreement if a due process procedure is used. Any such termination of employment shall be processed through the Division of Personnel, non-teaching department. Teacher Assistants will be notified at the earliest possible time of employment for the ensuing school year. Due process will be guaranteed in all cases other than in reduction in force.
5. Seniority for Teacher Assistants shall be the greatest number of years of consecutive employment in the Cleveland Public Schools as

a Teacher Assistant.

- a. Military service in the time of national emergency, or call to active duty in the armed services, shall be credited as full time in determining seniority, when the teacher assistant service is interrupted.
  - b. In the event of a leave of absence, the Teacher Assistant shall retain the seniority acquired at the time of taking leave, and a leave of absence shall not constitute a break in consecutive employment.
  - c. Teacher Assistants who resign their positions and are later re-employed shall lose that seniority acquired before resignation.
6. Teacher Assistants may request transfer to various Teacher Assistant assignments if the applicant meets specific qualifications of the position. Seniority shall be the prevailing consideration.
  7. Teacher Assistants shall not be transferred against their will, without cause.
  8. When Teacher Assistant lay offs are necessary, seniority shall prevail. When positions for Teacher Assistants are available, priority will be given in order of seniority to those who have been laid off before consideration to new applicants is given.
  9. Upon return to the Cleveland Public Schools, a Teacher Assistant who has resigned shall be reinstated at the same wage rate based on his experience as a Teacher Assistant prior to the resignation.
  10. Teacher Assistants may not be used in place of classroom teachers. (Ohio Revised Code 3319.088).
  11. Teacher Assistants shall not be used as office clerical staff, custodial staff, or security guards.
  12. When paraprofessionals are employed under a Federal or State Program, the job respon-

sibilities shall be as defined in the program guidelines.

### **B. Rates of Pay**

Effective September, 1976, all Educational Aides (Teacher Assistants) will be placed on the appropriate step of the following hourly salary schedule.

Step	Hourly Rate
1	\$ 2.60
2	2.74
3	2.88
4	3.02
5	3.16
6	3.30
7	3.44
8	3.58
9	3.72
10	3.86
11	4.00

Summer school pay rate for Teacher Assistants will be the same as their rate of pay during that regular school year.

An additional 15¢ per hour for each 48 quarter hours of college credit from an approved institution, up to 96 quarter hours, will be approved. Increments are payable following receipt of official transcript(s).

Substitute Teacher Assistants — \$2.30 per hour  
Educational Technologist Aide

Step	Hourly Rate
1	\$ 4.00
2	4.15
3	4.30
4	4.45

### **C. Summer Employment**

If there is not a sufficient number of summer positions for all applicants, assignments shall be made on the basis of seniority in program — building — system: Example:

1. Program — Transition, Child Development, Summer School, etc.



2. Building — First consideration being given to Teacher Assistants working in the building where a particular program is being offered.
3. System — If there are no Teacher Assistant Applicants for special summer program appointment at their school, then seniority in the appropriate program will be the ruling factor.

D. Substitutes for Teacher Assistants shall be made available.

#### 45. DRIVER TRAINING ROADWORK INSTRUCTORS

##### A. Rates of Pay — Effective September, 1976

Step	Hourly Rate
1	\$ 4.75
2	5.00
3	5.20
4	5.45
5	5.65
6	5.90

- B. Roadwork instructors may be used only for roadwork instruction activities.
- C. Roadwork instructors shall not be responsible for the evaluation of other roadwork instructors.
- D. When a driver training car is used, it shall be returned in the same condition relative to cleanliness and fuel as it was when borrowed.
- E. When only one pupil reports for roadwork instruction, and that pupil is of the opposite sex of the instructor, the pupil shall be temporarily reassigned to an instructor of the same sex, if available, or the class shall be cancelled.
- F. Roadwork instructors as well as certified driver education teachers may apply for night school driver education positions.
- G. Seniority  
Seniority of Roadwork Instructors shall become effective the date of their employment.
  1. Military service in the time of national emergency, or call to active duty in the armed

- services, shall be credited as full time in determining seniority, when the teaching service is interrupted.
2. In the event of a leave of absence, the Roadwork Instructor shall retain the seniority acquired at the time of taking leave, and a leave of absence shall not constitute a break in consecutive employment.
  3. Roadwork Instructors who resign their positions and are later re-employed shall lose that seniority acquired before resignation.
- H. In order to meet the State of Ohio requirements regarding the required hours in observation and roadwork instruction in Driver Education, it is recommended that Roadwork Instructors assist Guidance Counselors in Driver Education Programming whenever possible.
- I. It is desirable to apprise the school and community of the Driver Education Program and its requirements whenever it is possible. Roadwork Instructors should be provided with the opportunity to speak to the PTA, Student Council and other school and community organizations as scheduling and time permit.
- J. Whenever Roadwork Instructors have the problem of cancelled classes or other irregularities in their schedules, they shall notify the building principal.
- K. Guidelines for the distribution of cars will be mutually agreed upon by the Union Conference Committee of the Roadwork Instructors and the Supervisor of Driver Education.
- 1) Cars will be distributed equitably
  - 2) Mal-functioning must be reported and recorded
  - 3) Outside rearview mirrors equipped when possible
- L. When available, subs will be provided so that students will meet required time standards.
- M. Adjustments of school assignments should be made during the school year recognizing building seniority.

**46. REOPENING OF NEGOTIATIONS**

- A. The granting of any increase in fringe benefits or wages to any employee group during the duration of the present agreement shall automatically serve to reopen negotiations with the Cleveland Teachers Union for those items.**
- B. Negotiations for salaries, fringe benefits and changes in working conditions shall be resumed on November 15, 1976.**

## **ENACTING SECTION 700 OF ADMINISTRATIVE CODE — PROCEDURE FOR TEACHER REPRESENTATION**

Resolved, by the Board of Education of the Cleveland City School District, that Section 700, Chapter XIX, of the Administrative Code — Procedure for Teacher Representation — be and the same is hereby enacted as follows:

### **CHAPTER XIX**

#### **Section 700 — Procedure for Teacher Representation.**

##### **Division A — Basic Policy**

Section 1 While the Cleveland Board of Education reserves fully the authority vested in it by law to determine, subject to applicable state law and regulations, all questions relating to operation of schools in the Cleveland City school district, in matters of teacher representation it desires to be governed to the extent possible by the wishes of its teachers. Pursuant to this policy, the Board will periodically grant to its teachers an opportunity to express their views on the representation they desire, all as hereinafter set forth. The procedures as set forth in this Chapter XIX shall be applicable until the Ohio legislature enacts collective negotiation legislation.

Section 2 The Board recognizes Sole Representation of teachers. Under this system of representation, the Board will recognize the Sole Representative as the sole representative for all teachers in all negotiations concerning salaries and other terms and conditions of employment.

##### **Division B — Procedure**

Section 1 The Board has recognized the Cleveland Teachers Union as Sole Representative for all its teachers.

In January of 1968, an election shall be held at which the teachers shall vote upon the question of representation.

Thereafter, elections shall only be held in January or February of even numbered years and only if a petition or petitions are submitted containing the names of 40% of the teachers then employed by the Board requesting an election to be held. Such petitions must be submitted to the Superintendent prior to January 1 in the year in which the election is to be held.

Section 2 The election shall be held on such date as the Board shall fix. A majority of the votes cast shall decide what organization shall represent the teachers. All procedures for the election and all questions arising in connection with it shall be determined by a committee appointed by the Board consisting of the representatives of the Board and each participating organization.

Section 3 For the purpose of this section the term "teacher" shall mean any person as defined by Section 3307.01B of the Revised Code of Ohio and be limited to personnel on the teachers salary schedule as set forth in Section 651-A of the Administrative Code.

Motion by Mr. Calkins, seconded by Mr. Boyd, that Resolution No. 31701 be adopted.

Adopted: Ayes—Boyd, Calkins, Corrigan, Dobrea, John Gallagher, Joseph Gallagher.

Nays—None.



# AGREEMENT

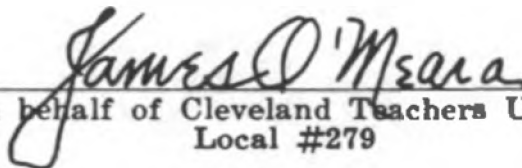
WHEREAS, the undersigned representatives of the Board of Education of the City School District of Cleveland and representatives of Cleveland Teachers Union, Local #279, A.F.T. - A.F.L. - C.I.O. have been meeting since the 8th day of March, 1966, in an effort to arrive at procedures for regular negotiations between representatives of the Union and the Board of Education of the City School District of Cleveland and in an effort to provide an orderly method for the resolution of mutual concerns and, in particular, the resolution of grievances should such arise;

NOW, THEREFORE, it is agreed that Resolution 32400 as adopted by the Cleveland Board of Education on January 28, 1969, is agreed to and that the provisions thereof and the understandings and agreements therein set forth shall be performed and consummated on or before the 28th day of January, 1969.



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On behalf of the Board of Education,  
City School District of Cleveland



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On behalf of Cleveland Teachers Union,  
Local #279

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## U.S. DEPARTMENT OF LABOR

BUREAU OF LABOR STATISTICS

WASHINGTON, D.C. 20212

24 DEC 1975



December 9, 1975

DIVISION OF PERSONNEL

Personnel Department  
Cleveland Board of Education  
1380 East 6th Street  
Cleveland, Ohio 44114

Gentlemen:

We have in our file of collective bargaining agreements a copy of your agreement(s) covering Professional Employees with American Federation of Teachers local 279. The agreement we have expired August 1975.

Would you please send us a copy of your current agreement--with any supplements (e.g., employee-benefit plans) and wage schedules--negotiated to replace or to supplement the expired agreement. If your old agreement has been continued without change or if it is to remain in force until negotiations are concluded, a notation to this effect on this letter will be appreciated.

I should like to remind you that our agreement file is open to your use, except for material submitted with a restriction on public inspection. You may return this form and your agreement in the enclosed envelope which requires no postage.

Sincerely yours,

JULIUS SHISKIN  
Commissioner

PLEASE RETURN THIS LETTER WITH  
YOUR RESPONSE OR AGREEMENT(S).

IF MORE THAN ONE AGREEMENT, USE BACK OF FORM FOR EACH DOCUMENT

1. Approximate number of employees involved - - - - - 5500
2. Number and location of establishments covered by agreement - - - - -
3. Product, service, or type of business Teachers
4. If your agreement has been extended, indicate new expiration date See reverse side - - - - -

216-696-2929, Ext. 412

(Your name and position)  
George M. Khoury, Supervisor  
Division of Personnel  
Cleveland Public Schools

(Area code and tel. no.)

(Address)  
1380 East 6th Street  
Cleveland, Ohio 44114

(City, State, ZIP code)



Employer, product, service or type of business	Name of union or association	Number of employees normally covered by agreements
<p>Teachers</p> <p>Salary schedules (enclosed) for the 1975-76 and the 1976-77 school years were negotiated and adopted by the Board. The Agreement (copy enclosed) adopted in 1973 remains in effect, with the exception of the new salary schedules, until such time that a new Agreement is negotiated and adopted.</p>	<p>American Federation of Teachers Local #279</p>	<p>5500</p>