9-1-1983

Cleveland City School District Board of Education and Cleveland Teachers Union, American Federation of Teachers, AFL-CIO, Local 279 (1983)

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Cleveland City School District Board of Education and Cleveland Teachers Union, American Federation of Teachers, AFL-CIO, Local 279 (1983)

Location
Cleveland, OH

Effective Date
9-1-1983

Expiration Date
9-1-1984

Number of Workers
5000

Employer
Board of Education of Cleveland City School District

Union
Cleveland Teachers Union

Union Local
279

NAICS
61

Sector
Local government

Item ID
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Keywords
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Comments
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AGREEMENT

Between the

BOARD OF EDUCATION
of the
CLEVELAND CITY SCHOOL DISTRICT

and the

CLEVELAND TEACHERS UNION
Local 279
American Federation of Teachers
AFL-CIO

Effective September 1, 1983 through September 1, 1984
BOARD OF EDUCATION
CITY OF CLEVELAND

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BERTHINA E. PALMER

President
Vice-President

JOSEPH M. GALLAGHER
KENNETH F. SEMINATORE
JOSEPH G. TEGREENE
STANLEY E. TOLLIVER
EDWARD S. YOUNG

FREDERICK D. HOLLIDAY
Superintendent of Schools

1983
CLEVELAND BOARD OF EDUCATION

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   Chief Negotiator
MARC T. BLOCH, ESQUIRE
   Chief Negotiator
FREDERICK D. HOLLIDAY
   Superintendent of Schools
SEYMOUR FREEDMAN
   Deputy Superintendent
SARAH L. LIVINGSTON
   Assistant Superintendent
   Supportive Services Department
BRUCE N. ANDERSON
   Chief, Management, Budget, and Systems Dept.
JAMES J. FALLON
   Director, Classified Personnel Division
EDWARD E. KRAL
   Director, Certificated Personnel Division
ALFRED D. TUTELA
   Special Assistant to the Superintendent
RICHARD M. HUMPHREYS
   Labor Counsel
CLEVELAND TEACHERS UNION
Local #279

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3rd Vice President, CTU-Elementary
Director of Negotiations

PAUL THOMAS
1st Vice President, CTU

ALICE GILL
Member-at-Large-Elementary

RAYMOND KIKTA
Secretary, CTU

RICHARD FARMER
Director of Organization
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STATEMENT BY EUGENE G. KOLACH
President, Cleveland Teachers Union, Local #279

In this the year of CTU’s 50th anniversary it is appropriate that we have negotiated another successful contract.

This agreement is a compilation of our continued efforts to have a functioning grievance procedure, decent working conditions, competitive salaries and improved fringe benefits for our bargaining unit. Many of the problems that developed after our last agreement have been resolved in this new agreement. The long overdue Teacher Aide equity adjustment will be paid retroactively as will our 9½% increase and STRS pick-up. In addition, provision has been made for a dramatically improved dental plan, retirement inducement plan, increased reimbursement for accumulated sick leave, agency shop and a number of other important improvements.

It also allows for input from our members in giving direction to their daily working conditions and problems. If it were not for the tireless efforts and expertise of our CTU Negotiating Team these benefits could not have been negotiated.

If it were not for the patience, understanding and support of our Union members this agreement could not have been approved.

It is my sincere hope our members will research this document, as needed, and work with the Union leadership to see that the agreement is honored in our schools.

We are proud to present this agreement to our membership.

Eugene G. Kolach
STATEMENT BY ALVA T. BONDA

President, Board of Education
Cleveland City School District

It is understood that the only reason for the existence of the Cleveland Board of Education is to provide an educational program of superior quality offered with the express intent of meeting the educational and training needs of the Cleveland Public Schools students and the Cleveland community.

All parties understand that cooperation is essential between the Board, the Superintendent, and all instructional personnel in order to achieve the stated purpose of providing quality education and training.

It is further understood that a mechanism must exist to allow instructional personnel to understand the terms and conditions of their employment, and to bring to the attention of Board Members and the administration those issues that affect the terms and condition of their employment.

The Board believes that we can resolve problems and establish procedures to deal with employee concerns as they arise. This Collective Bargaining Agreement with the Cleveland Teachers Union, Local 279, is evidence of that belief.
This Agreement was adopted under Resolution No. 35286, enacted September 23, 1976, and amended by:

Resolution No. 35925  
Enacted October 16, 1978

Resolution No. 36430  
Enacted August 27, 1979

Resolution No. 14-80  
Enacted January 10, 1980

Resolution No. 619-83  
Enacted December 15, 1983
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 recognizes the Cleveland Teachers Union, American Federation of Teachers, Local 279, AFL-CIO hereinafter referred to as either the “CTU” or “Union” as the sole representative of the following:

Teachers, School Nurses, Teacher Assistants, Dental Hygienists, Instructional Aides and Instructional Assistants, Tutors, Instructional Technicians, Social Workers, Food Service Managers, Driver Training Roadwork Instructors, Manpower Training Program and other Federally and State Funded Certificated Personnel.

The Union shall represent these employees in 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 employee groups represented by the Cleveland Teachers Union.

Whenever the word “employee” or “employees” is used in this Agreement, except as specified otherwise, those terms refer to any and all of the employees represented by the Union.

When the Board plans to change or add any classification of employee that may affect the status of any group represented by the Union, the Board will notify the Union of such plans so that any potential problems may be mutually resolved before implementation.

If any new classification or title is established covering employees who perform the same type of work being done by employees currently represented by the CTU, the Board shall automatically recognize the Union as the sole representative of that group. The Board of Education will develop with all unions by January, 1984, a procedure to determine the sole representative rights for any new school employee classification by a democratic process.
Section 2  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.

Section 3  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 4  AGENCY SHOP

Effective April 1, 1984, the Cleveland Board of Education agrees to implement a fair share service fee in accordance with a mutually agreeable procedure and in conformity with the rules and regulations of the new Ohio Public Employer Collective Bargaining Act.

ARTICLE II — PAYROLL DEDUCTIONS

Section 1  DUES 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  PAYROLL DEDUCTION FOR C.O.P.E. CONTRIBUTIONS

The Cleveland Board of Education will honor C.O.P.E. contribution payroll deduction authoriza-
tion from its employees who are members of the Cleveland Teachers Union bargaining unit.

Section 3 PRINT-OUT OF CTU BARGAINING UNIT, EMPLOYEE INFORMATION

The Cleveland Teachers Union will be given two (2) computer print-outs in October and February of each year; one alphabetically by employee name and the other by work-site. The print-out shall include the following information:

A. Employee name
B. Employee number
C. Subject area
D. Asterisk the names of the employees whose union dues are being collected through Board of Education payroll deduction.
E. Code by employment status (within building), i.e., regular teacher or building substitute, non-certificated (teacher assistant) day-to-day substitute, road work instructor, part time, technicians, and other... specific.

Such print-outs will not be shared with private or commercial agencies for promotional purpose.

Section 4 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.

Section 5 PAYROLL DEDUCTION FORMS

A committee of the representatives from all employee groups shall meet with representatives of the treasurer's office to determine the format of new payroll deduction forms.
Section 6 IMPROVED INFORMATION ON PAY STUBS

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

B. Listing Fringe Benefit Costs
The amount of each fringe benefit cost paid by the Board of Education will be indicated on each employees pay stub on a yearly basis.

C. The Cleveland School Board is in the process of implementing a new payroll system. Items A and B above will be made part of the new system.

Section 7 EMPLOYEE NOTIFICATION OF GARNISHEE ORDER

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

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. No representative of any organizational group other than the Cleveland Teachers Union may hold meetings within a school with any members of the CTU bargaining unit.

E. 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 the 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.

F. Building Chairperson—Unassigned Time

1. 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.

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

<table>
<thead>
<tr>
<th>Number of People in the C.T.U. Bargaining Unit</th>
<th>Number of Unassigned Periods Per Week</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 - 25</td>
<td>2</td>
</tr>
<tr>
<td>26 - 50</td>
<td>3</td>
</tr>
<tr>
<td>51 - 75</td>
<td>4</td>
</tr>
<tr>
<td>76 - 100</td>
<td>5</td>
</tr>
</tbody>
</table>

3. 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.

G. 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.

H. 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 Con-
ference 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 Schools 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 mailboxes. The Union building 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 administration 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  FULL-TIME CTU PRESIDENT

A. The Union President during the calendar year 1982 and in subsequent calendar years thereafter shall be released from his or her teaching duties in full, including attendance in the classroom for all scheduled periods.

B. The Union President shall retain full status as a teacher and shall continue to receive his/her salary from the Board of Education. The Union President shall also retain his/her entitlement to employment benefits received by other teachers in the Cleveland City School District.

C. The Union will fully compensate the Board for the Union President's teacher salary and fringe benefits. The Union will also pay any fees or premiums requisite to secure employment benefits.

Section 5  UNION AND ADMINISTRATIVE STAFF MEETINGS

A. Cleveland Teachers Union representatives shall meet monthly with the Superintendent of Schools.

B. The designated Assistant Superintendent shall hold weekly meetings with the Cleveland Teachers Union Director of Grievances to process grievances. Upon mutual agreement additional meetings may be scheduled.

Section 6  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 7  CTU INVOLVEMENT IN FEDERAL AND STATE PROPOSALS

A. 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.

B. The designated representative of the Cleveland Teachers Union will receive a copy of the rough proposal draft from the proposal developer once it has been developed and is ready for initial in-house review.

C. Comments from the Cleveland Teachers Union will be reviewed and considered before final drafts are submitted to the funding authorities.

D. Final drafts of federal and state proposals will be sent to the Cleveland Teachers Union.

E. If federal guidelines on said proposals do not mandate teacher participation, the union will be responsible for any Cleveland Teachers Union requested released time cost for substitutes provided.

Section 8  READING SCORES

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

ARTICLE IV — GRIEVANCE POLICY AND PROCEDURES

Section 1  ACKNOWLEDGMENT

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

a) Teacher Assistants
b) School Nurses
c) Driver Training Roadwork Instructors
d) Social Workers
e) Instructional Aides and Instructional Assistants
f) All other employees represented by the Cleveland Teachers Union

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 DISPUTE 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.

Section 4 GRIEVANCE PROCEDURE

A grievance is any matter concerning the interpretation, application or alleged violation of any currently effective agreement between the Board and the CTU, or which alleges any employee represented by the Union has been discharged or disciplined without just cause, or has been treated unfairly or in a discriminatory manner. Pending and future grievances shall be resolved in the following manner:

Step 1

A. An aggrieved employee and/or a Union representative shall inform the immediate supervisor of the grievance in writing on a form mutually agreed upon, and the immediate supervisor shall have three (3) working days in which to adjust the matter and respond in writing.
B. If the teacher expressly requests a discussion with the immediate supervisor concerning the written grievance, such a discussion shall take place within three (3) school days after lodging the grievance, unless the time is mutually extended. The discussion with the immediate supervisor 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.

C. Within three (3) school days after the grievance is lodged or the discussion meeting is concluded, whichever is later, the immediate supervisor shall state his/her decision in writing, together with the supporting reasons, and shall furnish one copy to the teacher who lodged the grievance and a copy to the Union representative.

**Step II**

If the matter is not adjusted by the immediate supervisor within three (3) working days, then a written appeal shall be prepared and presented within three (3) additional working days to the designated Assistant Superintendent by the Cleveland Teachers Union. A meeting shall be held within three (3) days after presentation of the written grievance between the designated Assistant Superintendent and Union representatives to discuss 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 designated 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. Within three (3) days after the meeting, the designated Assistant Superintendent shall present a written answer in regard to the grievance to the Union.
Step III
If that written answer is not satisfactory, in three (3) days the Union shall appeal the grievance in writing to the Superintendent. A meeting shall be held between the Superintendent and representatives of the Union within three (3) days after receipt of the written appeal. Within three (3) days after that meeting a written response to the grievance shall be sent to the Union.

Step IV
If the answer to the grievance is not satisfactory, the Union shall have the right within sixty (60) days to submit the matter to arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association by informing the Board and the American Arbitration Association that the matter is to be arbitrated. A single Arbitrator shall be chosen by the parties. The fees and expenses of the Arbitrator and the cost of the arbitration shall be borne equally by the Board and the Union. Two (2) representatives of the Union, and all necessary witnesses, shall receive their regular salaries or wages for the time spent in the arbitration proceeding, if during working hours.

The Arbitrator shall render a written decision and the reasons therefor resolving the controversy and ordering all appropriate relief. The decision and award of the Arbitrator shall be final and binding upon the Board, Union, and the employees affected by the decision and award. The Arbitrator is prohibited from making any decision or award, adding to or subtracting from or modifying in any way the provisions of this Agreement between the Board, the Union, or which is contrary to law.

The Arbitration hearing shall be held and the award shall be made in Cuyahoga County, Ohio.

Section 5 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 6 DEFINITION OF DAYS

For the purpose of this provision, days shall mean a day that the aggrieved employee is at work, unless the Union specifies in writing that for a particular grievance a day is to be each day, Monday through Friday, except for holidays.

Section 7 INVOLVEMENT OF HIGHER AUTHORITY

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

Section 8 TRANSFER CASES

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

Section 9 TIME LIMITS

Time limits, specified in this procedure, may be extended by mutual agreement of the parties. The failure of the Board to comply with any time limit herein means that the Union may automatically process the grievance to the next step of the grievance procedure. The Board will cooperate fully with the Union to find methods to expedite the grievance procedure to the maximum extent practicable.

Section 10 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.

Section 11 GRIEVANCE FORMS

New forms for the grievance procedure will be developed with the Cleveland Teachers Union.
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 Director of the Pupil Personnel Division and the Supervisor of the Office of Pupil Adjustment 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 Office of Pupil Adjustment the same day, if possible. (A copy shall be sent to the Director of the Pupil Personnel Division.) The Principal or his/her representative shall notify the Union building 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 Office of Pupil Adjustment.

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. Based upon the decision of a due process hearing, no assailant shall 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 Office of Pupil Adjustment 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 the Pupil Personnel Division).

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 Office of Pupil Adjustment. 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 effected 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 (18) years of age should be referred to the Office of Pupil Adjustment.

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 OFFICE OF PUPIL ADJUSTMENT

Serious disciplinary problems should be referred by the Principal to the Supervisor of the Office of Pupil Adjustment, 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 Schools 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 the Pupil Personnel Division 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 ex-
ercising 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 corpo-
ral 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 (3) 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, prin-
cipal, administrative intern, or department
head for the purpose of evaluation, an “Indi-
vidual Visit Evaluation” form shall be com-
pleted, and a copy provided the teacher as well
at the school Principal.

Administrative interns may evaluate teachers
with less than continuing contracts, who have
fewer than five (5) years of Cleveland teach-
ing 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 CLUSTER DIRECTOR

A. When the Cluster Director is called about an alleged issue concerning a teacher or an alleged problem in the building, the Cluster Director should function as a mediator, listening equally to both sides before offering an opinion.

B. In the event that a Cluster Director receives a letter from a Principal or Supervisor derogatory to a teacher the following steps will be taken:
1. The teacher will be given a copy of the letter;
2. The teacher will be allowed to respond in writing;
3. Any complaints should be investigated as to their validity or relevance;
4. Once the problem is resolved, these communications will be destroyed.

C. In the event that a Cluster Director receives a letter or complaint from a parent derogatory to a teacher, he/she will be notified immediately and, if it is necessary, be afforded the same opportunity to reply as in Section 3 B.

Section 4 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 5 ADMINISTRATOR MEETINGS BEYOND THE SCHOOL DAY

No member of the Bargaining Unit shall be required to attend meetings for the purpose of reprimand or non-reappointment beyond the regular working hours as outlined under Article VI, Section 10 of the Agreement between the Cleveland Board of Education and the Cleveland Teachers Union. This provision shall not apply to any School Board meetings.

Section 6 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 (2) 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 designated Assistant Superintendent 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.
Section 7 POSTING OF VACANCIES

A. As vacancies occur, they will be posted along with the teaching requirements needed and the salary to be paid for this vacancy. Copies of vacancies will be posted in each building, the Cleveland Teachers Union office, and the Administration Building for the following areas:

- Supervisors
- 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 in writing by the administrator or supervisor of the person(s) selected.

B. Teachers may submit a letter of application to their subject supervisors for future vacancies. The administration shall consider these requests along with those received by the actual posting of vacancies in determining the final selection. Subject supervisors shall retain for future consideration, during the year in which submitted, all letters of application received from unsuccessful applicants.

C. All teachers will be provided with the opportunity to apply for and be considered for positions in any new programs developed for desegregation.

Section 8 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 (1) year only, with the appointment being extended by mutual agreement.

Qualifications for department heads are as follows:

1) A minimum of three (3) 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 (6) 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 (3) to six (6) 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 9 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 10 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.

D. Any deviation in the hours as spelled out in Section A or B for desegregation purposes shall be rectified as soon as possible.

E. The Cleveland Teachers Union will be notified prior to any changes in the schedule and will
be apprised regularly as to the progress made in solving the problem.

F. In order to comply with the accreditation requirements of North Central Accrediting Association (NCA), effective September, 1983, the instructional day shall be appropriately lengthened (in accordance with the schedule previously submitted by the Cleveland Public Schools) and the ninth common planning period shall be eliminated (which means that teachers are no longer regularly required to remain in the building after the completion of the eighth period). Furthermore, during the second and third month of school, the Principal and the Union Conference Committee of any of the affected high schools may attempt to develop an alternative scheduling plan consistent with the requirements of the NCA and also consistent with the educational and operational requirements of the Cleveland Public Schools. Any such alternative plan that is mutually agreed to by the Principal and the Union Conference Committee during these two (2) months should be submitted to the Superintendent for his consideration, and if approved by the Superintendent, the plan may be implemented. Furthermore, if the Principal and the Union Conference Committee reach an impasse the Union Conference Committee shall have the right to appeal the dispute to the Deputy Superintendent (designated by the Superintendent to handle such appeals), and any plan approved by the Deputy Superintendent under the appeal procedure may be implemented.

Section 11 NOTIFICATION OF SCHOOL EMERGENCY CLOSING

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

Principals shall be notified directly of any emergency closings and will establish suitable procedures for notifying members of their staff.
Section 12 TRAVEL
A. 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.

B. Travel Time — Teachers assigned to more than one building in a school day shall not have to travel during their lunch period nor during their unassigned periods.

Section 13 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 14 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 15 GENERAL FACULTY MEETINGS
A. General faculty meetings will not be held in the school more than once a month, or longer than one (1) hour. These meetings will always be held on a Wednesday from 3:00 to 4:00 p.m. except that in elementary schools the meeting will be held from 2:30 to 3:30 p.m. and while children are not in school. Attendance is mandatory.

B. Effective with the passage of a school levy in November, 1983, there shall be one (1) hour of mandatory general staff meetings per month beyond school closing time.

Section 16 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 17 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 18 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. The out-of-school open house or other out-of-school event will be scheduled as one of the parent-conference days as provided by state law and schools will be dismissed one-half (½) day for students and teachers in accordance with that regulation. All other out-of-school events should be voluntary.

Section 19 UNION REPRESENTATION ON COMMITTEES
When teachers are assigned to committees, the Cleveland Teachers Union shall meet with the appropriate Assistant Superintendent to discuss qualification.
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 20  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 21  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 22  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 23  TRANSPORTATION OF PUPILS
No teacher shall be assigned the transportation of pupils in a private conveyance.

Section 24  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 25  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.
CHECK REPLACEMENT FORM

NAME ___________________________________________________________

ADDRESS ____________________________________________________________________________________________

(EMPLOYEE NO. _______________)  (SOCIAL SECURITY NO. _______________)

(CLASSIFICATION: ___________________________________________________________________________________)

(SCHOOL: __________________________________________________________________________________________)

WARNING!

ANY EMPLOYEE WHO FILES A FALSE CLAIM RELATING TO A REPLACEMENT (DUPLICATE) CHECK SHALL BE SUBJECT TO DISMISSAL, CRIMINAL PROSECUTION, AND ALSO LIABILITY FOR ANY AND ALL COSTS INCURRED BY THE BOARD OF EDUCATION IN RECOVERING ANY PROCEEDS OBTAINED BY REASON OF FILING SAID FALSE CLAIM.

I have not received check number ____________, in the net 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.

Signature

Date Replacement Check Received

Supervisor’s Approval and Date

11/03
Section 26  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 27  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 orientation 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 28 UNASSIGNED PERIODS FOR TEACHERS

A. Teachers’ 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 Developmentally Handicapped, Hard of Hearing, Partially Seeing and Learning Disabilities, through the employment of additional art, music, physical education and science teachers.

The Board of Education will increase the number of elementary special subject teachers by no less than 12 in each of the 1979-80 and 1980-81 school years over the number of personnel employed as of March 13, 1979.

C. 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.

D. 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.

E. When an elementary class is taken to the li-
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.

Section 29 TRADE AND INDUSTRY PROGRAMS

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 30 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 31 LESSON PLANS

Lesson plans should be considered as a guideline for effective instruction. Therefore, it is essential that teachers maintain substantive daily lesson
plans which will provide a framework for such instruction. Teachers shall be evaluated on the basis of the effectiveness of their classroom instruction, but repeated failure of any teacher to maintain an appropriate substantive lesson plan shall also be considered in overall teacher evaluation.

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. The lesson plan shall 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 32 BUILDING SECURITY

Representatives of the CTU, principals, custodians and the central administration will review on an annual basis the standard operating procedures to guide school personnel on security and emergency matters.

Section 33 SAFETY PROTECTION FOR SCHOOL PERSONNEL AND STUDENTS

A committee will be convened to prepare a manual of emergency guidelines for school administrators to assure, insofar as possible, the personal safety of students and school staff members.

Section 34 CLASS SIZE

The Board of Education shall maintain teacher-
pupil ratios as mandated by the State Department of Education.

Section 35  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. 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.

D. 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.

E. 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.

F. Health Classes — Secondary Schools

Health classes in secondary schools shall be organized as to the established equitable class size.

G. Physical Education Classes—Secondary Schools.

Every effort shall be made to reduce physical
education classes to an equitable size in the school.

Section 36 TEACHER CENTERS

The Cleveland Board of Education agrees to work with the Cleveland Teachers Union to establish Teacher Centers in compliance with federal guidelines. Coordinate proposal writing efforts will continue.

Section 37 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 $10.67 per period or $23.87 per day for one-third (1/3) of an elementary class when a substitute teacher is requested but not available.

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 37A.

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 (3) groups with one (1) group being assigned to each of three (3) teachers. Each teacher shall be paid at the prevailing special substitute rate as stipulated in Section 37 B.

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.

F. When teachers are excused from any regularly scheduled class period during the school day, the prevailing special substitute rate will be paid to teachers who volunteer and/or are assigned to cover the absent teacher's classes. All activities that require teacher's release from any class period shall be approved by the appropriate school central office administrator. Examples of administrators' approval which shall be included in this clause are the following:

1. Attendance at committee meetings, workshops, or professional meetings
2. Supervision, officiating, or coaching at school athletic events
3. Field trips to museums, institutions, concerts,
theatres, camping, etc. including out-of-town trips.

4. Participation in contests such as mental mathematics, vocal and instrumental music, science fairs, etc.

Section 38 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.

Section 39 IMPROVEMENT OF RECORDS SYSTEMS

Workshops shall be established for Principals and Union Conference Committee representatives to mutually explore ways of improving clerical and record keeping systems.

Section 40 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. The forms used in both elementary and secondary schools should be numbered CT-4A.

Section 41 SNOW REMOVAL

Until such time as the Business Department Chief 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 Chief of the Business Department.

Section 42 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.

Section 43 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.

Section 44 EQUAL SESSIONS FOR KINDERGARTEN COMMITTEE

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

Section 45 EQUIPMENT AND SUPPLIES

A. Additional funds will be allocated to provide greater availability of teaching supplies and equipment to teachers. The additional material is to be distributed in such a manner as to insure an equitable distribution to all schools. Every effort will be made to assure that sufficient supplies can be ordered and will be delivered in time to take care of normal expected usage in the school year.

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

B. General Fund and Special Fund Supplies
   1. Fall orders — Deliveries to the schools will begin the following January and shall be completed by March 15.
   2. Spring orders — Deliveries to the schools will begin as early as possible and shall be completed by October 15.

If the items ordered in the fall or spring are not delivered by those dates specified in (B 1) and (B 2) 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 thirty (30) days after the deadlines as stipulated in (B 1) and (B 2) above, the grievance procedure may be used.

Section 46  INFORMATION ABOUT POTENTIAL SCHOOL CLOSINGS

A. If a formal school closing committee is formed by the Board of Education, the Union shall select a representative to serve on the committee. Released time shall be provided whenever meetings or school visits are scheduled during the school day.

B. Whenever schools are considered for closing or re-utilization, input shall be sought from the teachers within the particular clusters where the schools are located. The Cleveland Teachers Union will assist by providing the teachers under this procedure.

Section 47  REDUCTION OF CLERICAL DUTIES

The Board of Education is committed to reduce the duplicate recording of data by teachers. Accordingly, it is prepared to establish a joint Union-Management committee under the direct super-
vision of the Superintendent and/or Deputy Superintendent which will have the singular purpose of achieving this goal. The committee will be appointed within thirty (30) days of the ratification of this Agreement.

Section 48 CHANGES IN REQUIREMENTS FOR CERTIFICATED POSITIONS

If any changes in certification requirements for any position are to be implemented, the Board shall notify the Union of the reasons such changes are necessary, and shall also notify employees in advance before such changes are implemented.

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 twenty (20) checks from September through June for a total of fifteen (15) days.

C. Employees may request the fractional use of sick leave if they are late or must leave early due to illness or medical appointments. Sick leave shall be charged at the rate of .125 days per period of absence.

D. Teachers may accumulate an unlimited number of sick leave days.

E. A teacher who has exhausted his/her sick leave or a new teacher may be advanced up to five (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.

F. 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.

G. 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 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 treasurer.

Section 2 SEVERANCE PAY

A. Effective January 1, 1983, at retirement from active employment status, teachers and other unit employees who are eligible for a pension under the State Retirement Systems STRS/SERS, will receive a cash payment equal to the value of one-fourth (¼) of their accumulated sick leave credit, up to a Twenty Thousand Dollars ($20,000.00) maximum.

B. All teachers eligible for regular service retirement who retire from January 1, 1983, through the completion of the 1983-84 contract year, shall receive the following retirement inducement bonus. This bonus will be paid in December of 1983 for those employees who retire in 1983 and in December 1984 for those employees who retire in 1984 as follows:

- 55 years of age and under — $5,000.00
- 56 years of age — $4,000.00
- 57 years of age — $3,000.00
- 58 years of age — $2,000.00
- 59 years of age — $1,000.00
C. The calculation of severance pay based on accumulated but unused sick leave shall be made on the basis of each eligible employee's regular daily base rate of pay at the time of retirement.

D. Severance pay and retirement inducement bonus pay will be given to those employees who have given the Board of Education reasonable advance written notice, on such forms as may be prescribed by the Division of Personnel.

E. Individual employees who may qualify for severance pay based on accumulated but unused sick leave will be notified of eligibility at the time that notice of retirement is given to the Board of Education.

F. Individual teachers who are eligible will receive their severance pay within ninety (90) days of their effective date of retirement.

Section 3 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 9A, page 47.

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.

Section 4 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 9A, page 47.

Section 5 SABBATICICAL 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 Schools teaching service.

B. Teachers requesting a sabbatical leave will request a Sabbatical Leave Form from the Division of Personnel at the Administration Building, (a copy of this form can be reviewed in Section 9B on page 48 of the Agreement).

Section 6 SPECIAL PRIVILEGE LEAVE

A. Consideration will be given to written requests for special privilege leave (not exceeding three (3) days in any school year) which cannot be legally charged to sick leave. These shall include:

1. Religious holy days not included in the school calendar.
2. Compulsory court appearance.
3. Marriage in the immediate family, i.e., self, son, daughter, brother, sister, mother, father, member of the immediate household.
4. College graduation, i.e., self, spouse, son, daughter, brother, sister, mother, father, member of the immediate household.
5. School related conference for employee’s child.
6. Paternity.
7. Clearly specified family emergency.

B. Fractional Use

Fractional use of special privilege leave shall be allowed in one-half (1/2) day increments.

C. Except in an emergency, such requests must be directed to the designated Assistant Superintendent 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.

D. Teachers requesting special privilege leave will use the Special Privilege Leave Form found in Section 9C, page 49.
Section 7 MATERNITY LEAVE

Teachers requesting maternity leave will use the Maternity Leave of Absence Form found in Section 9D, page 50.

Section 8 ASSAULT LEAVE

An employee who is unable to work because of a physical disability resulting from an assault received in the course of employment, or in the discharge of other official assigned duties of the Cleveland Board of Education, shall be maintained in full pay status, on assault leave, during the period of such absence. Assault leave granted under these conditions shall not be charged against sick leave earned or unearned.

A certificate from a licensed physician stating the nature of the disability and its anticipated duration should accompany an assault leave form furnished by the Board. (See Section 9E, F on pages 51 and 52.)

Any assault leave extending five (5) days shall be subject to review by a Board-appointed physician, including a physical examination at the physician's discretion to justify the use of assault leave. Falsification of either a signed statement or a physician's certificate will be grounds for suspension or termination of employment.

Any employee who wishes consideration for restoration of full pay and sick leave status (consistent with the passage and amending of Ohio Revised Code 3319.143, effective September 30, 1976) may submit this request to the Board. In the event that the request is rejected, the employee may file an appeal through the dispute resolution procedure.

If an employee's absence resulting from assault is covered by Workers' Compensation, the Board shall provide the additional compensation that will provide the employee with the same pay rate received at the time of the assault. If the payment from the Board reduces Workers' Compensation payments, the Board will make the employee whole for his or her full pay.
Section 9 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 will be used. Upon return from this leave of absence, the teacher has the 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 will be used. Upon return from this leave of absence, the teacher has the 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 ___

Return to Division of Personnel
B. Sabbatical Leave

Rev. 2/83

OFFICE OF THE ASSISTANT SUPERINTENDENT, SUPPORTIVE SERVICES
CLEVELAND PUBLIC SCHOOLS

REQUEST FOR SABBATICAL LEAVE

Mr.  
Mrs.  
Ms.  
Miss

School  Position

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 Chairman

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  Supportive Services  Date

48
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.

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.

Date for which leave is requested

1. Religious holy days not included in the school calendar.
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. School related conference for employee's child.
6. Paternity.

Signature of employee requesting leave

Approved:

Signature of principal or immediate supervisor

7. Clearly specified family emergency (explain in detail):

(Continue on reverse side if necessary)

Signature of employee requesting leave

Signature of principal or immediate supervisor

Approved:

49
D. Maternity Leave of Absence

Rev. 9/73

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

Name ____________________________ Employee Number __________

Expected Date of Birth ____________________________

School or Dept., Grade or Subject ____________________________

Signature of Physician ____________________________

Home Address ____________________________ Zip Code __________

Address of Physician ____________________________ Telephone Number __________

Request that cumulative sick leave be used: Yes __ No __

Authorizing Personnel Administrator ____________________________ Approved: Yes __ No __

POLICY RELATIVE TO MATERNITY LEAVE OF ABSENCE

Any teacher who becomes pregnant and who desires to return to the employ of the Board of Education at a future date may be granted a maternity leave of absence.

A pregnant teacher may continue teaching until such date that the teacher and her doctor verify that she should no longer continue.

There are no restrictions as to the number of maternity leaves that a pregnant teacher may request. Teachers returning from maternity leave will be entitled to an annual increment for each academic year in which they have taught 120 days or more.

Teachers returning from a maternity leave of absence shall be assigned to a comparable position which they left with no assurance of return to the original assignment.

A teacher's failure to follow above rules for maternity leave of absence shall be construed as termination of contract or as grounds for dismissal.

STATEMENT FROM DOCTOR IS REQUIRED PRIOR TO RETURN TO SERVICE

Return this form to: Division of Personnel
Board of Education

50
E. Assault Leave

Rev. 3/80

FILE WITHIN FIVE (5) SCHOOL DAYS FOLLOWING THE ASSAULT.

CLEVELAND PUBLIC SCHOOLS

APPLICATION FOR ASSAULT LEAVE

Employee’s Name _______________________________ Employee Number __________

Building or School Assignment ________________________________

Date absence began: _______________ Date returned to duty: _______________

Date of assault: ________________________________

Name(s) of assaulter(s) __________________________________________

Brief description of assault: ________________________________________

Witness(es) to assault: ____________________________________________

(List)

Have you filed a Workers’ Compensation Claim? Yes ___ No ___

Date of filing ____________________________

Signature of Employee _______________________________ Date __________

ATTACH STATEMENT(S) OF WITNESS(ES). ALSO, ATTACH THE CERTIFICATE FROM YOUR ATTENDING PHYSICIAN STATE THE NATURE OF THE DISABILITY AND ITS ANTICIPATED DURATION. FORWARD TO MRS. SARAH L. LIVINGSTON, ASSISTANT SUPERINTENDENT, SUPPORTIVE SERVICES.

FALSIFICATION OF ANY DOCUMENTS SUBMITTED TO THE BOARD OF EDUCATION IS GROUNDS FOR SUSPENSION PENDING ACTION ON TERMINATION OF EMPLOYMENT UNDER SECTION 3319.16 OF THE OHIO REVISED CODE. (SEE OVER FOR STATEMENT OF POLICY.)

Approved ____ Denied ____ Signature _______________________________ Date ______

Assistant Superintendent, Supportive Services

See reverse side for statement of assault leave policy.

(Rev. 12/1983)
F. Assault Leave Policy

ASSAULT LEAVE POLICY

(Effective October 5, 1978)

An Employee who is unable to work because of a physical disability resulting from an assault received in the course of employment, or in the discharge of other official assigned duties of the Cleveland Board of Education, shall be maintained in full pay status, on assault leave, during the period of such absence. Assault leave granted under these conditions shall not be charged against sick leave earned or unearned.

The Employee shall furnish a certificate from a licensed physician stating the nature of the disability and its anticipated duration. The certificate should accompany an assault leave form furnished by the Board.

Any assault leave extending five (5) days shall be subject to review by a Board appointed physician, including a physical examination at the physician's discretion to justify the use of assault leave. Falsification of either a signed statement or a physician's certificate will be grounds for suspension or termination of employment.

Any Employee who wishes consideration for restoration of full pay and sick leave status (consistent with the passage and amending of Ohio Revised Code 3319.143, effective September 30, 1976) may submit this request to the Board. In the event that the request is rejected, the Employee may file an appeal through the dispute resolution procedure.

If an Employee's absence resulting from assault is covered by Workers' Compensation, the Board shall provide the additional compensation that will provide the Employee with the same pay rate received at the time of the assault. If the payment from the Board reduces Workers' Compensation payments, the Board will make the Employee whole for his or her full pay.

EMPLOYEES FILING FOR ASSAULT LEAVE SHOULD FILE A WORKERS' COMPENSATION CLAIM
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 TRANSFERS
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
   5. Compliance with court-ordered desegregation

B. Transfer Procedure
   1. In cases of reassignment due to declining enrollment or compliance with court-ordered desegregation, those teachers so reassigned shall take their building points as well as system points with them for all transfers effective with or following the start of the 1981-82 school year. No current teacher assignment will be changed as a result of this clause. Teachers involuntarily transferred due to court ordered desegregation or a drop in enrollment or school closings will be exempt for two (2) years from any additional involuntary transfers.

   2. Teachers transferred for the purpose of staff integration will have available to them a workshop in Intergroup Relations.

C. 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.

D. The responsibility for assignment of teachers rests with the Superintendent of Schools, (Sec-
tion 627 of the Administrative Code). Necessary transfers shall have precedence over all other requests for transfers.

E. 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.

<table>
<thead>
<tr>
<th>Work Day</th>
<th>System</th>
<th>Building</th>
</tr>
</thead>
<tbody>
<tr>
<td>Per Week</td>
<td>Seniority</td>
<td>Seniority</td>
</tr>
<tr>
<td>1 day</td>
<td>.2 pts.</td>
<td>.4 pts.</td>
</tr>
<tr>
<td>2 days</td>
<td>.4 pts.</td>
<td>.8 pts.</td>
</tr>
<tr>
<td>2½ days</td>
<td>.5 pts.</td>
<td>1.0 pts.</td>
</tr>
<tr>
<td>3 days</td>
<td>.6 pts.</td>
<td>1.2 pts.</td>
</tr>
<tr>
<td>4 days</td>
<td>.8 pts.</td>
<td>1.6 pts.</td>
</tr>
<tr>
<td>5 days</td>
<td>1.0 pts.</td>
<td>2.0 pts.</td>
</tr>
</tbody>
</table>

4. Teachers assigned to more than one (1) 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.

<table>
<thead>
<tr>
<th>System</th>
<th>Building</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.0 - Sept. thru June</td>
<td>2.0 - Sept. thru June</td>
</tr>
<tr>
<td>.9 - Oct. thru June</td>
<td>1.8 - Oct. thru June</td>
</tr>
<tr>
<td>.8 - Nov. thru June</td>
<td>1.6 - Nov. thru June</td>
</tr>
<tr>
<td>.7 - Dec. thru June</td>
<td>1.4 - Dec. thru June</td>
</tr>
<tr>
<td>.6 - Jan. thru June</td>
<td>1.2 - Jan. thru June</td>
</tr>
<tr>
<td>.5 - Feb. thru June</td>
<td>1.0 - Feb. thru June</td>
</tr>
<tr>
<td>.4 - Mar. thru June</td>
<td>.8 - Mar. thru June</td>
</tr>
<tr>
<td>.3 - Apr. thru June</td>
<td>.6 - Apr. thru June</td>
</tr>
<tr>
<td>.2 - May thru June</td>
<td>.4 - May thru June</td>
</tr>
<tr>
<td>.1 - June</td>
<td>.2 - June</td>
</tr>
</tbody>
</table>
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 (1) year credit for each one hundred twenty (120) days of consecutive service. Building seniority will be earned monthly on a decimal basis.

F. 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).

G. In cases of reassignment due to the closing of schools, effective January 4, 1980, those teachers reassigned shall take their building points as well as system points with them effective for all transfers on or after the date of adoption of this Agreement.

H. 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.

I. 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 TRANSFERS

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, Cluster Director or Supervisor of Secondary or Elementary Organization).

Section 3 VOLUNTARY TRANSFERS

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

C. A request for voluntary transfer 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 1st 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 1st. 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 E, 1.

2. In the event of staff reduction.

Section 5 TRANSFERS DUE TO COURT ORDER

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

ARTICLE IX — LAYOFFS AND RECALLS

Section 1 LAYOFF GUIDELINES

Effective September 1, 1978, no employees shall be laid off until after all normal attrition has been effectuated. Layoffs shall be made on a classification by classification basis. Where applicable, layoffs shall be governed by Section 3319.17 of the Ohio Revised Code. Otherwise, employees shall be laid off in reverse order of their service with the Board in the classification in which the layoff occurs. Where required, the Board may take into account certification.

Section 2 RECALL GUIDELINES

A. Employees who are laid off shall be placed on
a recall list for all classifications from which they have been laid off. Each recall list will rank employees in accord with their service in the classification on that list. Employees will be recalled to work or called back to a higher rated classification in the order in which they appear on the recall list. An employee shall remain on a recall list for five (5) years after his layoff in a classification. The Board shall provide the Union with a recall list for each classification in which it represents employees by no later than January 15, 1984. Additions to those recall lists shall be sent in writing to the Union as soon as the employees are laid off. A complete updated list shall be provided to each Union at least quarterly, beginning on January 1, 1984.

B. When a vacancy occurs within a classification, the vacancy shall be filled by the employees on the recall list for that classification in the order in which the employees are ranked on the list. Where applicable, recalls shall be governed by Section 3319.17 of the Ohio Revised Code. An employee who is offered such a vacancy, in writing, and refuses to accept that position shall be removed from the recall list. The Board will not fill any position with a new hire while a recall list for that classification is in effect. All day-to-day substitute or temporary employees shall be hired from the recall list for the classification in which employees are needed, if such a recall list exists. However the employees who wish to be on the day-to-day substitute or temporary help list must inform the Board of that in writing at the time their layoff becomes effective. The Board will offer each employee the appropriate request form to be placed on that list prior to the last day of work of that individual laid off employee. Laid off employees shall be offered such a request form.

C. An employee working for the Board is earning service credit with the Board regardless of the source of the funds for all or part of his or her compensation.
Section 3 INSURANCE OR HEALTH PLAN COVERAGE

During the period an employee is on the recall list, that employee may continue his/her insurance or health plan coverage, by payment of the appropriate premiums in a manner specified by the Board.

Section 4 SUBCONTRACTING

No work which is or could be performed by employees of the Board without any additional training shall be subcontracted, so long as active employees of the Board or employees on a recall list are willing to perform that work. If said employees are unable to complete the job within the reasonable time, then outside services shall be contracted, but only after or simultaneously with all the employees on the recall list in the affected classification being returned to work.

ARTICLE X — 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 (1) 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 (3) years. If, after three (3) 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 shows continuing potential for administrative work, he/she may be returned to the classroom at any time during the three (3) 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
1380 East Sixth Street
Cleveland, Ohio 44114
Phone: 574-8170

Procedure:
Applications will be screened for basic require-
ments 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 Deputy Superintendent 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 designated Assistant Superintendent and the Deputy Superintendent 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 (1) 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 Director 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 the 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 (10) 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 TO
ASSISTANT PRINCIPAL

A. Requirements

1. A minimum of one (1) year as an administrative intern.

2. Appropriate Principal's Certificate by September 1st. Only those interns who are certain of certification by September 1st, 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
   1380 East Sixth Street
   Cleveland, Ohio 44114
   Phone: 574-8170

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 previously taken the examination need not re-take it, but the Board 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**

<table>
<thead>
<tr>
<th>Test</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Written Examination</td>
<td>15%</td>
</tr>
<tr>
<td>Preparation</td>
<td>20%</td>
</tr>
<tr>
<td>Performance</td>
<td>25%</td>
</tr>
<tr>
<td>Extent of Experience</td>
<td>20%</td>
</tr>
<tr>
<td>Variety of Experience</td>
<td>10%</td>
</tr>
<tr>
<td>Oral Interview</td>
<td>10%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>100%</strong></td>
</tr>
</tbody>
</table>

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 SCHEDULES FOR TEACHERS

A. Effective with the passage of a school levy in November, 1983, a nine and one-half percent \(9\frac{1}{2}\%\) general across-the-board increase (covering all classifications), retroactive to the payroll period effective September 1, 1983.

<table>
<thead>
<tr>
<th>Schedule A</th>
<th>Schedule B</th>
<th>Schedule C</th>
<th>Schedule D</th>
<th>Schedule E</th>
<th>Schedule F</th>
</tr>
</thead>
<tbody>
<tr>
<td>No Degree</td>
<td>B.A.</td>
<td>B.A.</td>
<td>M.A. (1) or</td>
<td>M.A. (2)</td>
<td>M.A. (3)</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>B.A. 30 Hrs.</td>
<td>15 Grad. Hrs.</td>
<td>30 Grad. Hrs.</td>
</tr>
<tr>
<td>Step</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>$11,269</td>
<td>$13,656</td>
<td>$14,212</td>
<td>$14,625</td>
<td>$14,625</td>
</tr>
<tr>
<td>2</td>
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<td>14,400</td>
<td>15,032</td>
<td>15,668</td>
<td>15,668</td>
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<td>3</td>
<td>12,402</td>
<td>15,116</td>
<td>15,852</td>
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</tr>
<tr>
<td>4</td>
<td>12,968</td>
<td>15,833</td>
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<tr>
<td>5</td>
<td>13,634</td>
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<td>18,899</td>
<td>18,899</td>
</tr>
<tr>
<td>6</td>
<td>14,200</td>
<td>17,362</td>
<td>18,412</td>
<td>19,942</td>
<td>20,166</td>
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<tr>
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<td>14,766</td>
<td>18,078</td>
<td>19,233</td>
<td>20,988</td>
<td>21,242</td>
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<tr>
<td>8</td>
<td>15,334</td>
<td>18,832</td>
<td>20,053</td>
<td>22,030</td>
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<tr>
<td>9</td>
<td>16,019</td>
<td>19,705</td>
<td>21,006</td>
<td>23,194</td>
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<tr>
<td>10</td>
<td>16,586</td>
<td>20,457</td>
<td>21,855</td>
<td>24,238</td>
<td>24,581</td>
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<tr>
<td>11</td>
<td>17,169</td>
<td>21,211</td>
<td>22,721</td>
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<tr>
<td>12</td>
<td>17,765</td>
<td>21,970</td>
<td>23,597</td>
<td>26,326</td>
<td>26,729</td>
</tr>
<tr>
<td>13</td>
<td>18,504</td>
<td>22,858</td>
<td>24,627</td>
<td>27,571</td>
<td>27,943</td>
</tr>
<tr>
<td>14</td>
<td>19,129</td>
<td>23,618</td>
<td>25,371</td>
<td>27,571</td>
<td>27,943</td>
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<tr>
<td>15</td>
<td>19,778</td>
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<tr>
<td>16</td>
<td>20,599</td>
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<td>28,094</td>
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<tr>
<td>17</td>
<td>20,599</td>
<td>23,768</td>
<td>25,521</td>
<td>27,721</td>
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</tr>
<tr>
<td>18</td>
<td>20,599</td>
<td>23,768</td>
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<td>19</td>
<td>20,599</td>
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<tr>
<td>20</td>
<td>20,599</td>
<td>23,768</td>
<td>25,521</td>
<td>27,721</td>
<td>28,094</td>
</tr>
</tbody>
</table>

**NOTE:** Annual salaries will be disbursed in twenty (20) bi-weekly installments. Reductions for services not rendered shall be at the rate of 1/190th for each day out of pay status.

66
B. Longevity Increments

All members of the Cleveland Teachers Union bargaining unit shall have their salary or wages increased by the following longevity schedule in accord with the service that they have completed as of January 31 and August 31 of each year. These longevity increments will be paid at the beginning of the first pay period after an employee becomes eligible. The full amount of these salary increments shall be paid to all the members of the Bargaining Unit whether or not those members of the Bargaining Unit have received such increments prior to September 1, 1983.

Longevity increments for recognized teaching service, including military service, if any, effective September 1, 1983, if there is a levy passed in November, 1983:

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Salary Increase</th>
</tr>
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<tbody>
<tr>
<td>20</td>
<td>$ 414</td>
</tr>
<tr>
<td>25</td>
<td>887</td>
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<tr>
<td>30</td>
<td>1,478</td>
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<tr>
<td>35</td>
<td>2,188</td>
</tr>
</tbody>
</table>

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

C. Graduate Training

(1) B.A. + ½ 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 semester hours is interpreted to be fifteen (15) graduate hours completed subsequent to the conferring of the Master’s Degree.

(4) M.A. + 30 graduate semester hours interpreted to be thirty (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 schedules “E” and “F”.

67
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".

D. Effective Date of Salary Adjustments
Salary adjustments shall be made on the basis of academic credits earned prior to the start of each semester of the school year. Evidence of credits earned shall consist of official college or university transcripts filed with the Division of Personnel. The filing deadline for the first semester shall be October 1; for the second semester, March 1.

E. 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.

F. 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.

G. In-Service Training
It is a goal of the Board of Education to reinstate an in-service program to also include desegregation courses. A Board of Education/Cleveland Teachers Union Committee will be formed immediately to set up the guidelines for the implementation of the program.

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.

H. Extra Duties Compensation
Teachers who volunteer to accept a 10th period assignment as part of their normal work load may be scheduled to arrive at the start of the second period. However, if the tenth period assignment is in excess of the normal scheduled teacher load, the teacher shall report at the regular starting time for teachers, shall assume a full schedule of duties, and shall receive additional compensation for the tenth period assignment. Compensation in such instances shall be at the rate of one-sixth (1/6) of the teacher’s annual base contract salary.

2. TRADES AND INDUSTRY SALARY SCHEDULE
This schedule is applicable only to those teachers serving in state-approved trade and industry programs.

The seven (7) 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 (3) additional years credit may be granted for trades and industry experience beyond this seven (1) year minimum.

<table>
<thead>
<tr>
<th>Trade Experience</th>
<th>Step on Schedule C</th>
</tr>
</thead>
<tbody>
<tr>
<td>BA Degree plus</td>
<td>01</td>
</tr>
<tr>
<td>3 years</td>
<td></td>
</tr>
<tr>
<td>BA Degree plus</td>
<td>02</td>
</tr>
<tr>
<td>4 years</td>
<td></td>
</tr>
<tr>
<td>BA Degree plus</td>
<td>03</td>
</tr>
<tr>
<td>5 years</td>
<td></td>
</tr>
<tr>
<td>BA Degree plus</td>
<td>04</td>
</tr>
<tr>
<td>6 years</td>
<td></td>
</tr>
</tbody>
</table>

*Successful completion of seventy-five (75) semester hours of college credit shall enable a trades and industry teacher to be placed on Schedule B.
3. PAID HOLIDAYS

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

- Labor Day
- Veterans' Day
- Thanksgiving
- Friday after Thanksgiving
- Martin Luther King, Jr. Day
- Presidents' Day
- Good Friday
- Memorial Day

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

4. FRINGE BENEFITS

A. Regular Employee — Definition

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 nineteen (19) hours of work per week during the school year excluding 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 fifty percent (50%) or more time. (The time of kindergarten teachers assigned forty percent (40%) during one (1) semester of an academic year and sixty percent (60%) during the other shall be considered as fifty percent (50%).

3. When an employee holds two (2) or more positions the determination of regular status is based on each separate assignment and not on a combined basis.

B. Medical Insurance

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. 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.

Employees who are currently covered under the Blue Cross and Blue Shield Medical Insurance Plan shall have their coverage improved to the High-Level Benefit Plan, including the $250,000 major medical protection, and shall have added to their coverage the rider providing for skilled nursing care. These benefits shall become effective December 1, 1979. All employees who are not currently covered by the Blue Cross and Blue Shield program will be given an opportunity to enroll under the plan after they are informed of the contents of the coverage referred to in this paragraph.

C. Prescription Drug Plan

Effective no later than November 1, 1978, all employees will be covered by a prescription drug program for the full cost of all prescriptions for all employees and their families, except for a Two Dollar ($2.00) deductible charge for each prescription. This benefit extends to all employees, whether or not they are currently being covered by any medical insurance or pre-paid health care program paid for by the Board.

The full premium for the aforesaid prescription drug program will be paid by the Board.

D. Vision Care

All employees will be covered by a vision care program administered through the Union Eye Care Centers. The Board will provide and pay the full cost of this program which will be instituted and implemented effective November 1, 1983.

E. Dental Plan

Effective October, 1983, the old dental program shall be substantially improved in accordance
with the following:

1. Deductibles and maximums apply on a calendar year basis.

2. Deductible shall be Twenty-five Dollars ($25.00) and Fifty Dollars ($50.00) on a single and family contract, respectively.

3. Co-pay shall be twenty percent (20%).

4. Maximum payment shall be One Thousand Dollars ($1,000.00) per year for a single contract or One Thousand Dollars ($1,000) per year per member under a family contract.

5. Benefits covered are as follows:
   a. Preventive Services
      1) Oral Examination
      2) Bite-Wing X-Rays
      3) Prophylaxis
   b. Essential Services
      1) Diagnostic X-Rays
      2) Flouride Treatments
      3) Repair of Dentures
      4) Palliative Emergency Treatments
      5) Restorations
      6) Simple Extractions
      7) Endodontics
      8) Space Maintainers
      9) Surgical Extractions
     10) Apicoectomy
     11) Alveolectomy
     12) Stomaplasty
     13) Periodontic Treatments

F. Life Insurance

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 Three Thousand Dollars ($3,000.00) coverage shall be made available to regular employees who may purchase such additional insurance by means of payroll deduction.
G. Extended Coverage

1. Automatic Summer Coverage

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 September 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.

2. Inactive Payroll Status

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 inactive 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 inactive employee must contact the insurance company and complete conversion requirements within thirty-one (31) days from the last day of active payroll status.

3. Resignation

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. Joint Effort for Improvements

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.

I. STRS Payment
The Cleveland Board of Education agrees to pay
the employee's share of the payment to the State Teacher's Retirement System
(STRS) in accordance with Ohio Attorney
General's Opinion 82-097.

5. SUBSTITUTE TEACHERS
A. Day-to-Day Substitute Teachers
Without Prior Teaching Experience
1. $50.71 per day.
2. $56.69 per day on the sixth (6th) day and
each succeeding day in the same assign-
ment to a maximum of fifty-five (55) days.
3. $71.87 per day on the sixty-first (61st) day
and each succeeding day in the same as-
signment. (This rate applies only to degree-
holding substitutes).

B. *Experienced Day-to-Day Substitute Teachers
1. $56.69 per day.
2. $65.62 per day on the sixth (6th) day and
each succeeding day in the same assign-
ment to a maximum of fifty-five (55) days.
3. $71.87 per day on the sixty-first (61st) day
and each succeeding day in the same as-
signment. (This rate applies only to degree-
holding substitutes).

C. Day-to-Day, Classified as Building Substitutes
1. Substitute teachers without prior teaching
experience $59.65 per day.
2. *Experienced substitute teachers, $68.61 per
day.
   a. Only holders of a current standard cer-
tificate 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 treasurer as paid days for teachers on a regular contract.

The specific substitute assignment is for six (6) 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. Presidents’ Day
5. Good Friday
6. Memorial Day
7. Independence Day (July Fourth)

*Experienced substitutes are those who:

a) Have had two (2) or more years of regular teaching experience, or

b) Have had two hundred forty (240) or more days of substitute teaching service during the two (2) 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*

<table>
<thead>
<tr>
<th>Periods Per Week in Department</th>
<th>Annual Differential</th>
<th>Periods Assigned to This Responsibility</th>
</tr>
</thead>
<tbody>
<tr>
<td>50 - 119</td>
<td>$494.00**</td>
<td>0</td>
</tr>
<tr>
<td>120 - 214</td>
<td>664.00**</td>
<td>1</td>
</tr>
<tr>
<td>215 - 249</td>
<td>989.00**</td>
<td>1</td>
</tr>
<tr>
<td>250 - 419</td>
<td>989.00**</td>
<td>2</td>
</tr>
<tr>
<td>420 - Up</td>
<td>1321.00**</td>
<td>3</td>
</tr>
</tbody>
</table>

*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 thirty (30) assigned periods per week (effective September, 1969).

<table>
<thead>
<tr>
<th>Assignment</th>
<th>Annual Differential</th>
</tr>
</thead>
<tbody>
<tr>
<td>Athletic Director, Sr. High*</td>
<td>$2486</td>
</tr>
<tr>
<td>Head Football</td>
<td>1659</td>
</tr>
<tr>
<td>Head Basketball</td>
<td>1659</td>
</tr>
<tr>
<td>Head Track</td>
<td>1659</td>
</tr>
<tr>
<td>Head Wrestling</td>
<td>1659</td>
</tr>
<tr>
<td>Head Baseball</td>
<td>1659</td>
</tr>
<tr>
<td>Head Volleyball</td>
<td>1659</td>
</tr>
<tr>
<td>Head Golf</td>
<td>711</td>
</tr>
<tr>
<td>Head Tennis</td>
<td>711</td>
</tr>
<tr>
<td>Head Cross Country</td>
<td>711</td>
</tr>
<tr>
<td>Head Bowling</td>
<td>711</td>
</tr>
<tr>
<td>Head Swimming</td>
<td>711</td>
</tr>
<tr>
<td>Head Gymnastics</td>
<td>711</td>
</tr>
<tr>
<td>Head Fencing</td>
<td>711</td>
</tr>
<tr>
<td>Head Softball, Girls</td>
<td>711</td>
</tr>
<tr>
<td>Senior High Soccer</td>
<td>711</td>
</tr>
</tbody>
</table>
Assistant Football $ 947
Assistant Basketball 947
Assistant Track 947
Assistant Wrestling 947
Assistant Baseball 947
Assistant Soccer 591
Assistant Cross Country 591
Assistant Swimming 591
Assistant Gymnastics 591

The senior high athletic director, head football coach, and four (4) assistant football coaches will receive one-nineteenth (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 $ 829
Must have responsibility for five (5) or more sports
Junior High Football 711
Junior High Basketball 711
Junior High Track 711
Junior High Volleyball 711
Junior High Wrestling 711
Assistant Junior High Football 356
Assistant Junior High Track 356

C. Senior High

Assignment Annual Differential
Dramatics Director $ 989
Band Director** 989
Orchestra Director* 494
Intramural Director
(one each for boys & girls) 658
Newspaper Advisor 1154
Vocal Music Director 742
Yearbook Advisor 494
Cheerleader Advisor 494
Drill Team 494

*In schools where the band and orchestra are under the direction of one (1) teacher, the differential
will be One Thousand Four Hundred Eighty-Two Dollars ($1,482.00).

**The band director will receive one-nineteenth (1/19th) of the ensuing year’s salary for directing practice of the Marching Band for the two (2) weeks preceding the opening of school in September.

1. Dramatics Director
   a. Thirty (30) assigned periods per week. The assigned periods must include a minimum of one (1) period of Drama I and one (1) 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 (1) major production per semester. (A full-length play, operetta, musical comedy, etc., of approximately two (2) hours in length.) If the school prefers to have one (1) major production per year, the director would be paid one-half the annual differential.

2. Band Director
   a. Thirty (30) 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 (4) programs per year outside the normal school day.

3. Orchestra Director
   a. Thirty (30) assigned periods per week.
   b. Homeroom.
   c. Provide music for a minimum of four (4) 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 (30) assigned periods per week.
   c. Homeroom.
   d. Sixty (60) hours of activities per semester, either before or after school, or a combination of both, must be scheduled.
   e. Minimum of three (3) different sports or activities per semester must be scheduled.

5. Newspaper Advisor
   a. Thirty (30) assigned periods per week. The assigned periods must include one (1) or more single periods of Journalism I and one (1) double period of Advanced Journalism each day.
   b. Homeroom.
   c. The advisor should not be assigned more than three (3) daily preparations, including the Journalism I preparation.
   d. Minimum of six (6) issues per semester.

6. Vocal Music Director
   a. Thirty (30) assigned periods per week.
   b. Homeroom.
   c. The director shall be responsible for a minimum of six (6) performances per year, outside the normal school day.

7. Yearbook Advisor
   a. Thirty (30) assigned periods per week.
   b. Homeroom.
   c. Minimum of one (1) yearbook per year.

8. Cheerleader Sponsor
   a. Thirty (30) 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

<table>
<thead>
<tr>
<th>Assignment</th>
<th>Annual Differential</th>
</tr>
</thead>
<tbody>
<tr>
<td>Intramural Director</td>
<td>$ 658</td>
</tr>
<tr>
<td>(one each for boys &amp; girls)</td>
<td></td>
</tr>
<tr>
<td>Newspaper Advisor</td>
<td>494</td>
</tr>
<tr>
<td>Dramatics Director</td>
<td>494</td>
</tr>
<tr>
<td>Instrumental Music Director</td>
<td>494</td>
</tr>
<tr>
<td>Vocal Music Director</td>
<td>494</td>
</tr>
</tbody>
</table>

1. Intramural Director
   a. A separate director may be appointed for boys’ activities and girls’ activities.
   b. Thirty (30) assigned periods per week.
   c. Homeroom.
   d. Sixty (60) hours of activities per semester, either before or after school, or a combination of both, must be scheduled.
   e. Minimum of three (3) different sports or activities per semester must be scheduled.

2. Newspaper Advisor
   a. Thirty (30) assigned periods per week. The assigned periods must include one (1) Beginning Journalism class each day.
   b. Homeroom.
   c. Minimum of three (3) issues per semester. In case of mimeographed newspaper, the total amount of copy per issue must equal a four (4) page printed newspaper.

3. Dramatics Director
   a. Thirty (30) 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 (1) major production per semester (a full-length play, operetta, musical comedy, etc., of approximately two (2) hours in length). If the school prefers
4. Instrumental Music Director
   a. Thirty (30) assigned periods per week.
   b. Homeroom.
   c. Provide music for a minimum of four (4) programs per year, outside the normal school day.

5. Vocal Music Director
   a. Thirty (30) assigned periods per week.
   b. Homeroom.
   c. Provide music for four (4) performances per year, outside the normal school day.

E. Elementary

<table>
<thead>
<tr>
<th>Assignment</th>
<th>Annual Differential</th>
</tr>
</thead>
<tbody>
<tr>
<td>Elementary Safety Council</td>
<td>$578</td>
</tr>
<tr>
<td>Duties and Responsibilities</td>
<td></td>
</tr>
<tr>
<td>a) To create and supervise an effective Student School Safety Council.</td>
<td></td>
</tr>
<tr>
<td>b) Organize and supervise School Safety Patrol.</td>
<td></td>
</tr>
<tr>
<td>c) Conduct bi-monthly meetings with entire membership.</td>
<td></td>
</tr>
<tr>
<td>d) Prepare and participate in school “Awards Programs.”</td>
<td></td>
</tr>
<tr>
<td>Split Kindergarten</td>
<td>$279</td>
</tr>
</tbody>
</table>

F. Miscellaneous

<table>
<thead>
<tr>
<th>Assignment</th>
<th>Annual Differential</th>
</tr>
</thead>
<tbody>
<tr>
<td>Head Juvenile Court Representative</td>
<td>$1154</td>
</tr>
<tr>
<td>Juvenile Court Representative</td>
<td>578</td>
</tr>
<tr>
<td>School Psychologist with Ph.D.</td>
<td>1647</td>
</tr>
<tr>
<td>School Psychologist</td>
<td>1154</td>
</tr>
<tr>
<td>School Audiologist</td>
<td>1154</td>
</tr>
<tr>
<td>Guidance Counselor* (Full-time)</td>
<td>1154</td>
</tr>
<tr>
<td>Guidance Counselor (Half-time)</td>
<td>658</td>
</tr>
<tr>
<td>Head Guidance Counselor*</td>
<td>1347</td>
</tr>
<tr>
<td>(In schools with 3 or more full-time counselors)</td>
<td></td>
</tr>
</tbody>
</table>

81
Head Librarian $ 494
(In all senior high and other schools with enrollment of 1501 or more)
Administrative Intern 826 or 1319
(A minimum of 18 graduate semester hours in a purposeful pattern toward an administrative certificate is required for the $1319 differential)
Attendance Field Workers 274
Head Workers—Division of Attendance 1319
Head Teachers—Special Education & Residential Schools
10 or more teachers 1319
4 - 9 teachers 826
Consultant, Remedial, or Intern Consultant Teacher 553
Resident Camp Director 1319
Resident Teacher 658
School Court Liaison 586
A.G. Bell Dramatics Director 494

*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. This procedure recognizes that any employee who has been denied recommendation for a differential position will have a conference with the appointing authority upon request.
(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 25, 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 (4) installments, two (2) per semester. Athletic coaches will receive their differentials at the conclusion of the season for their particular sport.

7. SUMMER SCHOOL, NIGHT SCHOOL AND IN-SERVICE WORKSHOP PAY

A. The hourly rate paid summer school and night school teachers shall be a rate calculated by multiplying the teacher’s daily base rate by .125 or the prevailing hourly rate as listed in (B) below, whichever may be higher.

B. The pay for in-service workshops will be at the prevailing hourly rate ($11.93).

C. Summer school personnel will be paid bi-weekly according to the published regular teachers schedule of payroll periods and pay dates.

D. Teachers not regularly employed by the Cleveland Board of Education under a limited or continuing contract shall be paid at the rate of $11.93 per hour.

8. TUTORING ASSIGNMENT PAY

The pay for tutoring will be at the prevailing hourly rate ($11.93).

9. COMMUNITY CENTER SALARY SCHEDULES

A. Community Center Directors
   $12.31 per hour.

B. Community Center Instructors
   $9.83 per hour.
10. 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.

11. 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 designated Assistant Superintendent.

12. 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.

13. 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.

14. 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.

15. 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 to 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.

C. In the event a teacher with less seniority has been hired, through a calculation error, over a teacher with greater seniority, the teacher with the greater seniority shall be hired immediately. A grievance on this matter will be submitted directly to the central office for immediate action.

D. Summer school organization meetings shall be held on the first day of summer school.

16. REGISTERS
Registers will be computerized during the 1979-80 school year.

17. 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.

18. GRADE REPORTS
A. Grading procedures will be computerized in
all high schools.

B. 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.

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

D. 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.

E. Final marks shall not be required until the last day of the semester and grades shall be subject to change based on the pupil completing or not completing the course requirement by the last day of the assignment.

19. ELEMENTARY REPORT CARD SCHEDULE
Elementary report cards shall be due in the office of the Principal at the end of the day on the Fridays of the tenth, nineteenth, and twenty-eighth weeks of the school year for distribution on the following Monday. The final report card of the year shall be due on the Wednesday of the last week of the school year.

20. UNIFORM PROCEDURES REGARDING ANNUAL PROMOTION
A committee of representatives from the Cleveland 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.

21. DEFICIENCY SLIPS
A. No more than one deficiency slip will be
required to be sent to the parents each grading period. Such deficiency slips need be given only to those students in danger of receiving a failing mark for the grading period.

B. A deficiency slip may be sent at any time prior to the end of the grading period (including beyond an individual school “deadline”) as long as the students and parents are notified as soon as the teacher determines that the child is failing.

C. In unusual circumstances where a deficiency slip has not been sent, the teacher shall have the right to notify the Principal for his/her concurrence and fail the student if he/she does not satisfactorily complete the course requirements.

D. A committee equally composed of administrators and teachers shall be formed to review the automated grade reporting system. This committee shall also review the deficiency slip system.

22. 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.

23. IN-SERVICE REGISTRATION

Initial registration for 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.

24. ADMINISTRATIVE INTERNS

Administrative interns are responsible for activities as assigned by the Principal and under the direction of the Principal.
25. **SPECIAL EDUCATION**

A. Children who are determined to be eligible for special education services under Public Law 94-142 and Ohio Standards for Special Education (7-1-82) shall be integrated into regular education classes in accordance with their individualized educational plans. These students shall be scheduled in such a manner as to preclude more than twenty-five percent (25%) of their class being assigned to a given regular class during any single instructional period. The regular education teacher shall have the opportunity to participate in the development of the special education student’s individualized education plan and shall have access to all information pertaining to the student’s present level of educational functioning. If a receiving teacher finds that a “mainstreamed” child is unable to function adequately in a regular setting, he/she may request a reevaluation of the IEP.

B. In-service courses shall continue to be offered to regular classroom teachers who have students mainstreamed under Public Law 94-142 and Ohio Standards for Special Education (7-1-82) integrated in their classes.

C. In compliance with federal laws, assistance will be given by the administration to classroom teachers in developing individualized programs for mainstreaming handicapped pupils.

D. As needed, in-service training will be offered to non-special education teachers who will be involved in mainstreaming.

E. A Teacher-Union Board of Education committee representing Special Education and regular classroom teachers shall be established to review current mainstreaming procedures and make recommendations for improvement.

26. **GUIDANCE COUNSELORS**

A. When student guidance counselors enrolled in practicum courses are assigned to a regular school counselor for practice, the critic counsel-
or 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.

27. 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 Educational Media Services.

B. Release Time Librarian-In-Charge

Secondary Schools

In all secondary schools the librarian-in-charge will be allotted one-half (½) 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 (1) librarian assigned to a building, the Director of Educational Media will designate one as librarian-in-charge.

28. 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 Con-
ference Committee.

29. 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 (4) school assignments for each nurse.

C. A committee shall be formed of Cleveland Teachers 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.

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.

30. DENTAL HYGIENISTS

This section does not apply at this time due to the closing of the Dental Department.
31. SOCIAL WORKERS AND PARENT EDUCATION COUNSELORS

Salary Schedules
With M.A. or M.S.W. Degrees
Minimum $15,154   Maximum $22,975
Degrees less than M.A.
Minimum $14,075   Maximum $21,173

32. MANPOWER TRAINING PROGRAM

This section does not apply at this time due to the closing of the Manpower Training Program.

33. 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 $11.93 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.

34. 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, reproduced below. (Effective September 1, 1976)

**VACATION POLICY**

**Vacation Policy — Non-Teaching Personnel**

*Effective June 1, 1976*

Applicable to all regular non-teaching employees other than assistant custodians and custodians, who earn at the rate of 1.33 days per month for the first four (4) years.

<table>
<thead>
<tr>
<th>Service</th>
<th>Vacation Earned for Each Month of Service</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 4 years</td>
<td>1.25 days (12 mo. = 15 days)</td>
</tr>
<tr>
<td>From 4 - 12 years</td>
<td>1.83 days (12 mo. = 22 days)</td>
</tr>
<tr>
<td>From 12 - 15 years</td>
<td>1.92 days (12 mo. = 23 days)</td>
</tr>
<tr>
<td>From 15 - 16 years</td>
<td>2.00 days (12 mo. = 24 days)</td>
</tr>
<tr>
<td>Beyond 16 years</td>
<td>2.08 days (12 mo. = 25 days)</td>
</tr>
</tbody>
</table>

Personnel in categories of Executive Assistant and above (under Section 555-A) earn vacation at the rate of 2.08 days per month.
Twelve (12) Month Employees:
On June 1, 1967, the Board put into effect a vacation earnings system whereby eligible employees began to accumulate vacation for each month that they were in active payroll status. June 1 became and continues to be the start of the annual vacation accumulation period for all vacation-eligible persons employed on a twelve (12) month basis.
What this amounts to is that each employee has available to him/her on June 1 of each year that vacation (and only that vacation) which he/she has earned since the previous June 1. He/she then has a year within which to take this vacation.

Ten (10) Month Employees:
Persons employed on a school year basis such as school clerks, cleaners, teacher assistants, cafeteria personnel and library aides (and effective September 1, 1976, roadwork instructors) 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.
The above listed employees differ from the year-round employees in that at the end of each school year when they cease work, they then receive all vacation accumulated since the previous June, with the further provision that a full twelve (12) months vacation credit will be granted to each employee who has rendered regular service for the full ten (10) month school year. Because vacation may not be carried into the next school year it is necessary for each employee to assure that their schedule at Christmas, Easter, and the summer period will accommodate the vacation days due them. In cases of approved emergencies employees may opt to take vacation during other times of the year.

General Information:
1. Non-teaching employees who are eligible for vacation benefits include clerks, cleaners, laborers, teacher assistants, custodians, tradesman, cafeteria personnel and other regular employees. Excluded from vacation benefits are playgournd
and community center employees, all student employees, resident tutors, lunchroom attendants, breakfast aides, all substitute and short term assignment employees.

2. Persons regularly employed for less than a full day will be entitled to vacation days at their normal rate of compensation and employment.

3. Twelve (12) month employees earning vacation from June 1 to the following June 1 must use all vacation earned during the following twelve (12) months, i.e., prior to the next June 1. They may not carry it over beyond this time.

4. Credit for a month's service will be granted (1) if the employee works (or is otherwise in pay status) through the 15th of the month or (2) if he/she starts work on or before the 15th and works through the end of the month.

5. At the end of the annual accumulation period on June 1, twelve (12) month employees will have their prior twelve (12) months accumulation totaled and rounded off with one full day's credit being given for any accumulation of .50 days or more, while anything less than this amount will be dropped.

6. An employee does not earn vacation during any month that he/she is out of pay status, such as on a Leave of Absence.

7. All vacation allowances will be paid on regularly scheduled pay dates.

8. Holidays occurring within a vacation period will not be counted as vacation days.

9. Vacation is not earned for supplemental assignments such as night school or summer school appointments.

10. All vacation that has been earned by an employee will be made available in cases of resignation, discharge or death, except that an employee terminating prior to six (6) months of employment will not be paid for any vacation. Any vacation that may have been paid to a less than six (6) month employee will be deducted or otherwise recovered.
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. Presidents' 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)

35. INSTRUCTIONAL AIDES, INSTRUCTIONAL ASSISTANTS, INSTRUCTIONAL TECHNICIANS

<table>
<thead>
<tr>
<th>Position</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Instructional Assistants</td>
<td>$5.53 — $6.26</td>
</tr>
<tr>
<td>Instructional Aides</td>
<td>6.03 — 8.07</td>
</tr>
<tr>
<td>Instructional Technicians</td>
<td>5.87 — 8.07</td>
</tr>
</tbody>
</table>

36. 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.
A. Working Conditions

1. Teacher assistants shall work seven and three fourths (7 3/4) hours per day (38 3/4 hours per week). In addition, a minimum of thirty (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 3/4 hours, shall be completed before any assignment beyond the normal work day can be made. Overtime shall be paid beyond forty (40) hours of work per week. Regular pay shall be provided for the additional one (1) hour and fifteen (15) minutes beyond the normal 38 3/4 hours per week to achieve forty (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 layoffs 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 responsibilities shall be as defined in the program guidelines.

B. Teacher Aide Wage Rate Implementation

1. The Cleveland Board of Education will approve the implementation of the previously negotiated teacher aide wage rate increase effective September 1, 1983, subject to the approval of the State Financial Adminis-
trator. If the implementation of the Teacher Aide wage rate increase is not approved by the State Financial Administrator, the Cleveland Board of Education will appeal the decision of the State Financial Administrator to the State Superintendent of Public Instruction. The Cleveland Teachers Union shall have the right to participate as a party for the purpose of prosecuting the above mentioned appeal to the State Financial Administrator.

2. In the event that the decision of the State Financial Administrator is upheld by the State Superintendent for Public Instruction and the wage expenditure is disallowed, then the implementation of the teacher aide wage rate increase will become effective with the passage of the school levy in November, 1983.

3. The retroactive wage rate payment for Teacher Aides, to the agreed upon effective date of September 1, 1981, shall be paid effective with the passage of a school levy in November, 1983.

4. In the event the levy is defeated, the full wage rate and retroactive obligation to Teacher Aides will be continued.

C. Rates of Pay

All educational aides (teacher assistants) will be paid in accordance with the following hourly salary schedule contingent upon the provisions of Section 35(B).

Effective September 1, 1981 — $6.37
Effective September 1, 1983 — $6.98

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

An additional sixteen cents (16¢) per hour for each forty-eight (48) quarter hours of college credit from the approved institution, up to ninety-six (96) quarter hours, will be approved. Increments are payable following receipt of official transcript(s).

Substitute teacher assistants — $4.71 per hour.
D. 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.

E. Substitutes for teacher assistants shall be made available.

37. DRIVER TRAINING ROADWORK INSTRUCTORS

A. Rates of Pay

<table>
<thead>
<tr>
<th>Step</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>$7.09</td>
</tr>
<tr>
<td>2</td>
<td>7.46</td>
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<tr>
<td>3</td>
<td>7.76</td>
</tr>
<tr>
<td>4</td>
<td>8.14</td>
</tr>
<tr>
<td>5</td>
<td>8.43</td>
</tr>
<tr>
<td>6</td>
<td>8.79</td>
</tr>
</tbody>
</table>

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 (1) 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 canceled.
F. Roadwork instructors as well as certified driver education teachers may apply for night school driver education positions.

G. 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. Malfunctioning 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.

38. 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 with the Cleveland Teachers Union for salaries and fringe benefits shall automatically reopen upon the availability of new monies from the following sources:
   1. Passage of any new school levy.
   2. Increase in county tax collection.
   3. Additional money realized by the Cleveland School District by action of the State Legislature.

39. CONTRACT IMPASSE PROCEDURE

In the event that negotiations between the Board of Education and the Cleveland Teachers Union reaches a point of impasse, federal mediation may be employed, if requested by either party.

The request to implement this mediation process shall be made no later than fifteen (15) calendar days prior to the expiration date of the contract.

40. PROVISIONS CONTRARY TO LAW

If any provisions of this Agreement shall be found contrary to law, then such provisions or application shall be deemed to be invalid, except to the extent permitted by law, but all other provisions or applications shall continue in full force.

41. CONTRACT DURATION

September 1, 1983, through September 1, 1984, ex-
cept that the contract shall terminate automatically in the event the November, 1983, school levy is defeated (but termination of the contract shall not nullify the effectiveness of those contract provisions which were not dependent upon the passage of the levy).
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 Adminis-
trative 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 legis-
lature 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 Teach-
ers 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 Superintend-
ent 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 consist-
ning 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 per-
sonnel 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 Reso-
lution No. 31701 be adopted.
Adopted: Ayes—Boyd, Calkins, Corrigan, Dobres, John Gal-
lagher, Joseph Gallagher.
Nays—None.

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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 1st day of September 1983, 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 619-83 as adopted by the Cleveland Board of Education on December 15, 1983, is agreed to and that the provisions thereof and the understandings and agreements therein set forth shall be performed and consumated on or before the 1st day of September, 1983.

CLEVELAND TEACHERS UNION

[Signatures]

BOARD OF EDUCATION, CITY SCHOOL DISTRICT OF CLEVELAND

[Signatures]
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Division of Personnel
Cleveland Public Schools
1380 East Sixth Street
Cleveland, Ohio 44114

Respondent:

We have in our file of collective bargaining agreements a copy of your agreement(s): covering Cleveland Ohio Board of Education Teachers with Teachers, Local 279. The agreement we have on file expired August 1981.

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 for your use, except for material submitted with a restriction or public inspection. You may return this form and your agreement in the enclosed envelope which requires no postage.

Sincerely yours,

JANET L. NORWOOD
Commissioner

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

If more than one agreement, use back of form for each document. (Please Print)

1. Approximate number of employees involved 5,000

2. Number and location of establishments covered by agreement 135 school and work sites scattered throughout the city of Cleveland.

3. Product, service, or type of business The delivery of educational services.

4. If your agreement has been extended, indicate new expiration date September 1, 1983 to September 1, 1984.

Edward E. Kral, Director
Division of Certificated Personnel

Area Code/Telephone Number
216 574-8177

Address
1380 East Sixth Street, Cleveland, Ohio 44114