

T.A.  
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3.3.17

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3-3-17

~~Potential~~ Tentative Agreement 3/3/2017, 6:30 p.m.

Term of Contract July 1, 2016 – June 30, 2019

*Unless otherwise specified below or changed in a separate TA, current contract language will remain intact. Current contract language that is not changed is not included. Any prior TAs, agreed upon housekeeping items and consensus statements are included by reference in this TA.*

#### ARTICLE 5 — REDUCTION IN FORCE

##### **E. Retention**

Retention of bargaining unit members and recall of eligible teachers whose contracts have been suspended pursuant to a reduction in force will be based upon seniority only in circumstances when choosing between teachers with comparable evaluations. The application of the term “comparable” as applied to teacher evaluations refers to the summative teacher effectiveness ratings as determined by the OTES framework in the Board adopted, standards-based teacher evaluation policy.

For the ~~transition~~ period of this Master Agreement only, ending on June 30, 201~~9~~<sup>6</sup>, comparable evaluations of OTES teachers will be defined as all evaluation ratings above “Ineffective.” Thereafter, unless the parties negotiate otherwise, comparability of evaluations will be determined in relation to the effectiveness ratings defined in the Board’s standards-based teacher evaluation policy included in this agreement in accordance with Ohio Revised Code Sections 3319.111 and 3319.112.

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#### ARTICLE 6 — TEACHING DUTIES AND WORKING CONDITIONS

(change all “vocational references to “career technical” in this article and throughout the cba)

##### **A. Hours of Employment**

##### **1. Teacher Work Year**

The teachers’ school year shall consist of ~~190-192~~ days of service ~~(191 days in 2013, 192 days thereafter)~~, 38 weeks, in accordance with the official school calendar. Librarians are to work the same year as teachers with libraries opening the first day of school and closing the last day of school. Beginning with the 2016-2017 school year, if a teacher has completed all end of year responsibilities indicated on their building’s check-out list, the teacher will not need to report to work on the last day. If the teacher attends the last day of work, the teacher may leave when their list is complete.

Comment [TD1]: CHTU language

4. Compensatory time shall be defined as time off work allocated to an employee to offset in equal amounts time worked beyond the normal work day and/or time

worked during days which are not work days within the adopted school calendar. Time worked toward compensatory time shall require pre-approval. A bargaining unit member eligible for compensatory time shall maintain a log of time worked beyond the normal work day and shall notify his/her immediate supervisor at least twenty-four hours in advance of her/his intention to use a compensatory day or days during the school year. Such use of compensatory days shall not require reporting to the Automated Substitute Management System.

a. ~~Effective July 1, 2013, members of the bargaining unit who have 200, 220 or 260 day contracts shall work the equivalent of one additional day (8.5 hours) during the academic year by recording and submitting 8.5 hours of unpaid compensatory time pursuant this section.~~

b. ~~Effective July 1, 2014, m~~Members of the bargaining unit who have 200, 220 or 260-day contracts shall work the equivalent of two additional days ~~(17 hours)~~ during the academic year by recording and submitting ~~17-15~~ hours of unpaid compensatory time pursuant this section.

5. Teacher assignments in the high school generally shall not have more than three preparations daily. A teaching preparation shall be defined as a course having a distinct description as listed in the High School Course Selection Guide and where academic credit is given. An assignment to a Special Education Classroom (a.k.a. Resource Period) shall be considered as one preparation. ~~Intervention Specialists who have more than three teaching preparations daily shall be assigned a Clerical Aide to provide support to the Intervention Specialists for clerical duties and Special Education related scheduling and meeting needs.~~

15. Teachers who voluntarily accept an extra teaching assignment beyond their normal teaching load shall be awarded a differential computed by their additional instructional time divided by 250 instructional minutes. If the extra classes are not daily, then a weekly formula shall be used with 1250 minutes as the denominator.

Teachers who travel between buildings for extra assignment or as part of their normal assigned load shall be given a commensurate amount of planning time in addition to being compensated for mileage at the IRS rate. Where allotting this time is not possible then the teacher will be awarded a differential for the lost planning time in the same manner as used above.

## B. Schedules

### 2. Elementary Teachers

a. ~~The instructional day for elementary students shall be as presented in Appendix C of this Negotiated Agreement. The student instructional day will be 6 hours 30 minutes. The allocation of time for subjects will be consistent with the ODE's instructional requirements.~~



- b. All elementary teachers shall have their teaching schedules so arranged so as to have a minimum of 205 minutes per week of planning time during the student day excluding the one hour duty free lunch period. General education teachers will have their planning time provided by elementary specialist teachers.

- c. Any proposed modification of the elementary school schedule from year to year shall follow the decision-consensus procedure set forth in Article III of the Teacher Administrative Partnership (TAP) charter, and shall be memorialized by a Letter of Understanding signed by the Superintendent and Local 795 President.

### 3. Middle School Teachers

- a. The Board and the Union agree the class period schedule for the Middle Schools shall be the schedule in Appendix C of this Negotiated Agreement. The student instructional day will be 6 hours 40 minutes. The allocation of time for subjects will be consistent with the ODE's instructional requirements.
- b. All middle school teachers shall be assigned six instructional periods of 42 minutes each or the equivalent amount of instructional time allocated in ~~three~~, 84-minute instructional blocks. All middle school teachers shall be assigned a 42-minute planning period daily, a 42-minute team planning/PLC/collaboration period daily, and a 42-minute duty free lunch period daily. It is recognized that scheduling needs and instructional planning may result in some middle school teachers being assigned five instructional periods and a duty period.
- c. Any proposed modification of the middle school class period schedule from year to year shall follow the decision-consensus procedure set forth in Article III of the Teacher Administrative Partnership (TAP) charter, and shall be memorialized by a Letter of Understanding signed by the Superintendent and Local 795 President.

### 4. High School Teachers

- a. The High School Scheduling Committee shall be composed of the high school principals, the guidance liaison, and 5 appointees named by the Union. Co-facilitators shall be chosen from the principals and the Union appointees. Meeting attendance and summaries shall be submitted monthly to Summit. ~~This Committee shall begin meeting June, 2013.~~
- b. The High School Scheduling Committee shall meet with the purpose of investigating and recommending changes to the master schedule, testing schedules, and assembly schedules taking into consideration the factors reflected below. Any proposed modification of the high school schedule from year to year shall follow the decision-consensus procedure set forth

in Article III of the Teacher Administrative Partnership (TAP) charter, and shall be memorialized by a Letter of Understanding signed by the Superintendent and Local 795 President. a schedule for the high school for the 2014-2015 school year that provides the following:

- i. Where feasible. Common embedded planning time by Small Schooldepartment and/or grade level team. Teachers are expected to exercise their professional judgment in determining when to use individual and/or collaborative planning to best meet the needs of their students;
- ~~ii. Common embedded planning time by department, with the same caveat (i.), above;~~
- iii. At least 250 minutes of personal-individual planning time per week;
- ~~iv. Protection of instructional time by planning and publishing alternate schedules for testing, assemblies, etc.;~~
- v. Protection of instructional time from interruptions due to announcements, early sports release, pullouts for perfunctory tasks such as senior class rings, sophomore-OGT-prepOhio State Testing, pep talks, etc.;
- vi. Identifying and solving obstacles brought to them by programs at the high school that may conflict with a new schedule, especially with special ed., the arts, teeh-prep, PSEOcareer and technical education, and others;
- ~~vii. Identifying and making a plan for the responsibility for course selections to departments for citywide offerings, Small School teachers for specific Small School classes, and master schedule revisions to the Scheduling Committee;~~
- ~~viii. Making a timeline for reviewing and revising the schedule for the following year (or mid-year corrections if needed);~~
- ix. Help oversee class load, number of preparations, and assignments of duties with the purpose of identifying possible inequities that might not be necessary; and
- x. Identifying possible professional development that may be needed for a different schedule; and
- ~~xi. Test out a new schedule one week in the 2013-2014 school year, if possible, and get feedback from the staff.~~

~~e. Small School TAP committees shall be formed and shall convene in accordance with the TAP Charter no later than April 30, 2010.~~

d. Should school-wide issues or concerns arise at the high school, the high school stewards and principals shall meet at the request of either the Board or the Union to address these issues.

e. High school intervention specialists shall be scheduled to have five teaching assignments, a conference planning period, a lunch period, and a full period assigned for case management responsibilities, co-teacher planning, and/or other duties related to servicing special needs students.

f. High School Eight-Period Day — ~~2014-2015~~

1. An eight-period day will be implemented ~~for the 2014-15 school year~~ at the high school:

a. Student start time at 8:25

b. Student end time 3:06

c. Office hours until 3:35 unless in a meeting

d. Announcements will be planned for period 1 or 2 by extending that period by 5 minutes.

2. Duty periods — duties are assignments that do not require preparation or grading papers, including; clearing halls of students during class periods, monitoring specific hallways, being assigned to the ~~In-school suspension~~ALC room to help students with academics or monitor student behavior, help students with academics, or office help. Any other duties need to be approved by the ~~Labor-Management~~TAP Committee.

3. Duties at the high school will be assigned to ensure that the assignment is intended to improve the building climate and/or opportunities for students. Teachers will be assigned duties so that there is reasonable equity of responsibility, expectations, and supervisory roles.

4. Duties that involve supervision of students in non-classroom setting shall have the expectations described in writing and, where necessary, shall have teachers trained to properly execute the assignment.

5. Groups of teachers with the same period available will be assigned a duty and will determine the best way to share the duty by rotating



shifts or splitting periods. Teachers will provide their supervisors with the schedule they create.

6. Teachers shall be assigned no more than the equivalent of 5 duty periods for every 10 school days.
7. Teachers who are eligible for caseload compensation based on Article 7, Section M.3. and have more than 110 students shall not be assigned duties.
8. Teachers who are assigned to teach more than three different preparations shall not be assigned duties.
9. Teacher preference shall be taken into account when assigning duties. The ~~High School Labor Management~~TAP Committee will assist in collecting this information.
10. Duty assignments shall be compiled, published, and distributed to the staff along with the master schedule no later than the second week of school.
11. The ~~HS Labor Management~~TAP Committee shall be responsible for approving a clear set of rules and expectations around cafe and hallway behavior as well as tardiness to school and class, and consequences for unexcused absences. The plan shall be published in the fall of each year and ready to set into motion before the first day of school.
12. Students shall be scheduled for at most 7 classes and 1 lunch daily. There shall be no study halls during the school day. A student may be scheduled to arrive to school after period 1 or leave before period 8 if the student does not need a full schedule. Students who are not scheduled for a period 1 class will not be permitted to be in the hallways until the conclusion of period 1. Students arriving during period 1 may be allowed to use the social room or other approved area for quiet study. Teachers may be assigned a duty as resource teacher for students desiring academic assistance during period 1.
13. It is the mutual desire of both the high school administration and the teachers that when a student is marked absent or tardy for a class in the electronic gradebook an automated notice (phone call, email or text) shall be sent to the student's parent/guardian notifying the family of the incident.
14. ~~Starting in the 2014-15 school year Article 6 Section B.4.b shall be interpreted as meaning that~~ High School Liaisons will be given the number of sections of each course that will be offered the next

school year, including the number of students requesting each, and will hold a department meeting with their members to determine which courses and how many that each teacher will teach. (See Consensus Statement related to High School Liaisons and assignments).

g. The Option Program Schedule shall be:

Morning Session: 8:30 - 10:55

Lunch/Planning: 11:15 - 1:00

Afternoon Session: 1:00 - 3:25

On Wednesdays there will be 1 hour long FLEX session that will be used for Professional Development, Staff Meetings, and TBTs in accordance with guidelines set in the contract. FLEX time may also be used for Teacher Record-Keeping, Meeting and/or Corresponding with students and/or parents.

Upon request of either party, the Board and the Union shall meet to review, and if mutually agreed, modify the provisions of this Letter of Understanding if changes are desired to this schedule.

**C. Meetings**

1. **Meetings** - Required school meetings of an entire school ~~or small school staff~~ shall not exceed ten (10) per year. These can include one building meeting during the professional closing days in June, and monthly faculty meetings. Meeting dates for all regularly scheduled staff meetings shall be distributed to the staff no later than the end of the first week of school. Principals are encouraged to provide tentative agendas to the building TAP prior to staff meetings.

- a. Staff meetings shall begin 10 minutes after the dismissal of students and shall end no later than 60 minutes ~~following dismissal~~later. The school administration may, in addition to the above, hold, during the normal work day, two more meetings per year.

**D. ~~Training~~District Professional Development.**

1. **~~In-Service Training Courses~~Professional Development During the Normal Work Day**
  - a. ~~All in-service training courses, except as provided below, shall be voluntary and compensated~~Professional development during the normal work day will be governed by the following:
    - i. ~~In-service training held on days when students are scheduled to be in attendance must be held during the normal workday. The professional development~~ must be divided into morning and

afternoon sessions of equal length, and must provide a lunch break of not less than one-and-one quarter hours.

- ii. In addition to the above, the Superintendent, or designee, may declare mandatory in-service of less than half days. No teacher may be required to attend more than four mandatory hours per year of this additional in-service, whether through online courses or otherwise.

2. **Professional Development Outside of the Normal Work Day**

- a. **Voluntary Professional Development:** For voluntary ~~and compensated training~~ **professional development requested by the District outside of the normal work day**, teachers will be remunerated as follows:

- i. An hourly rate as set forth in Article 7 Section N.
- ii. One CEU for each 10 contact hours; or
- iii. Graduate credit if offered by an accredited college or university; or
- iv. One-half credit for salary purposes for every nine contact hours or any fraction thereof.
- v. Members of the bargaining unit who are presenters or facilitators at District approved ~~in-service training~~ **professional development** courses shall be compensated for pre-approved preparation and ~~for presentation~~ **time that occurs outside of normal work hours** at the rates set forth in Article 7 Section N.

- b. **Essential ~~Training~~ Professional Development Outside the Normal Work Day**

**Effective with the 2017-2018 school year, "essential" professional development refers to professional development required by the District. The areas that fall under essential professional development are International Baccalaureate, AVID, OIP, PBIS, Equity training, Advance Placement (High School only), and Career Tech training. The areas that fall under essential professional development will be reviewed annually by Summit. In determining whether the areas should be updated, Summit will use the Strategic Plan decision-making framework with the final decision being made by consensus among all members of Summit. In addition, the decision of whether OIP and Equity training will remain as areas under essential professional development will be made annually, using the consensus process above. Essential professional development will be governed by the following: The Board has elected to participate in the New Tech model (grades 6-12), the International Baccalaureate (grades K-8), International Study School Network (grades 9-12), PAST**



~~(K-5). Since these programs require teachers to have proprietary training the following provisions will need to be followed to mandate attendance of a bargaining unit member:~~

- i. Paid at the equivalent of the in-service rate as set forth in Article 7 Section N for ~~the time mandated actual seat time~~ for training sessions.
  - ii. As with all district sponsored professional development, if an out of town stay is required for more than three nights, the member will not be required to share a hotel room, unless incentivized to share. If a member desires to have his/her own room for out of town stays of 3 or fewer nights, the member may pay the difference of the cost of his/her own room.
  - iii. There shall be a limit of seven days of mandatory training within a five-year period required of any bargaining unit member which may be waived by the member.
  - iv. When a choice of dates is available, ~~for a mandatory training~~ the member will be able to choose which one to attend from those sessions offered by the District.
  - v. Members must be notified of the requirement to attend such ~~training professional development~~ at least ~~6-4~~ months in advance which may be waived by the member. The details of any professional development will be provided as soon as possible.
  - vi. When ~~professional development training~~ is available in District or in the local area every effort will be made to utilize those sessions.
- b. Members who would prefer not to receive training in one of these models will be transferred, no later than the next school year, to a building where such mandatory training requirements are not required if an opening exists in the area of their licensure.
  - c. New hires that are ~~sent required to attend mandatory essential professional development training~~ before the start of their first year of employment in the District shall receive the same compensation as other District teachers.
  - d. Members who sign up for ~~essential professional development mandatory training~~, but are prevented by personal or family reasons will be given an opportunity to attend the next appropriate ~~training sessions~~ without penalty. Reasons must be submitted to the ~~Assistant Superintendent of HR and Operations Director of Human Resources~~ for review and approval.

- e. ~~If the District wishes to add to the list of Essential Training listed in 1. above then it must be negotiated with the Union.~~
- f. ~~By October of each year~~ The Summit will review the provisions of this section to monitor progress, compliance, and any problems with essential training.

#### **~~H. High School Labor Management Partnership~~**

~~For the purpose of enhancing the environment at the High School, facilitating the efficient operation of the building, discussing school-wide issues, and as a proactive means to effectively address staff/administrative concerns, the High School Labor Management Partnership comprised of building administrators and CHTU stewards will meet on a regular basis. A teacher selected by the Union President and an administrator selected by the Superintendent will serve as co chairpersons of this body. Meetings will be scheduled no less than once per month during the school year with dates, times and agendas developed by the co chairs. Meetings may also be called by the co chairs at any time should circumstances warrant.~~

### **ARTICLE 7 — TEACHER COMPENSATION**

Base increases for the duration of the contract will be 0% 2016-17; 1.50% 2017-18 school year; and 1.50% 2018-19 school year.

#### **M. Duties and Assignments Differentials**

##### **3. High School Caseload Compensation**

Except for Music and Physical Education Teachers, teachers shall have their class enrollments adjusted to meet the 100 student caseload or, if in excess of 100 students, teachers shall receive a rate set forth in Article 7 Section N.4.;

Honorariums will be determined at the end of each quarter, and paid within two pay cycles. Additionally, the Union and Board agree to re-evaluate the caseload compensation on an annual basis, by the end of the third quarter of each school year.

#### **N. Rates of Pay**

##### **1. ~~In Service Training~~ Professional Development:**

- a. An hourly rate of \$23 per hour for attendance at District offered voluntary or essential professional development outside the work day.

b. Presenter/facilitator \$36 per hour for presentations done outside of the normal work day.

c. Pre-approved preparation for presenter/facilitator \$23 per hour.

4. High School Caseload Compensation:

a. \$250 per quarter caseload honorarium based on class rosters of 101-110 students at the end of each quarter.

b. \$500 per quarter caseload honorarium based on class rosters of 111 or more students at the end of each quarter.

7. Substitute Duties (Article 7 Section Q):

a. ~~Before In-the-event~~ an elementary/secondary teacher is asked to assume the assigned responsibilities of another teacher, the building principal will seek volunteers where there are no teachers who have planning time beyond the contractual planning time minutes. If there are no volunteers, a teacher may be assigned and will the teacher shall be paid at the rate of:

i. \$12.50 for 5-25 minutes

ii. \$23 for 26-50 minutes

iii. \$139.00 per day (\$23 per hour)

iv. A teacher who is covering a class because the teacher has planning time beyond the contractual planning time minutes will not receive the additional compensation.

9. Elementary Classroom Opening and Closing (Article 7 Section S) — up to 24 hours at the in-service rate (above) for a combination of Opening and/or Closing during the summer. Teachers requesting this payment will provide documentation, signed by the building principal, confirming the dates/times they opened/closed their classroom.

S. Elementary Classrooms

1. All teachers assigned to elementary buildings shall be entitled to up to 24 hours paid at the In-Service rate of pay set forth in Section Paragraph "N" Rates of Pay, above, of the Negotiated Agreement during summer recess for purposes of classroom closing and/or classroom preparation. Teachers requesting this payment will provide documentation, signed by the building principal, confirming the dates/times they opened/closed their classroom. Service provided under this



section shall be voluntary except for new bargaining unit members hired for the ensuing school year and who are subject to the provisions of Article 3 Section B3.

2. **Kindergarten Aides**

In the event that an aide assigned to a kindergarten class is absent, the Board shall make every effort to assign a substitute. If a substitute aide is not assigned and the kindergarten teacher is without any aide for ~~three~~ two consecutive days, the teacher shall be compensated at V2 of the rate set forth in Section Paragraph "N" Rates of Pay, above.

**ARTICLE 8 — INSURANCE AND FRINGE BENEFITS (UNION REQUESTED CHANGES IN INSURANCE WILL GO INTO EFFECT WITH THE 2017-2018 SCHOOL YEAR)**

**A. Medical and Hospitalization**

(Add \$70 allowance for hearing exam and \$1,000 allowance for hearing aid (the hearing aid is every 36 months))

Comment [TD2]: clarification

1. **Hospitalization**

The Board shall provide single or family medical coverage ~~with, in either:~~

SuperMed Plus (non-gatekeeper), ~~or~~

~~Kaiser Community Health Foundation (with no new enrollees after 1/1/09).~~

a. Effective July 1, 2013 employee premium contribution will be as follows:

i. Single coverage: ~~\$550-625~~ (pre-tax) per year

ii. Family coverage: ~~\$1,500-1,700~~ (pre-tax) per year

b. ~~Effective January 1, 2009, in addition to the employee premium contributions above, if an employee chooses to keep Kaiser coverage they must pay the difference between Kaiser and SuperMed Plus premiums.~~

All employee contributions and prorated premium payments will be subject to Section 125 Flexible Spending.

**E. Dental, Vision Care, Prescription Drug, and Skilled Nursing**

These benefits are guaranteed as follows:

Dental: 100% Preventative (to include pit and fissure sealants) and 80% basic/major/restorative (to include implants) (annual limit of ~~\$2,700-3,300~~) on dental; and 80% orthodontia (lifetime limit of ~~\$2,700-3,300~~).

90% of HIAA

Prescription Drug:      \$6.00 deductible - generic  
\$12.00 deductible - name brand if no generic is available  
\$18.00 deductible - name brand if generic is available  
Retin-A or equivalent coverage is included for plan participants  
who are age 25 and older for medically necessary purposes only.

Vision Care:              Eye Exam - up to ~~\$55~~70.00  
Lenses and Frames:  
Single Vision up to ~~\$130~~180.00  
Bifocals up to ~~\$145~~205.00  
Trifocals up to ~~\$170~~230.00  
Contacts up to \$130.00

Skilled Nursing:        The benefits in effect in 1991.

The Union shall have the right to name carriers and agents for the insurance benefits described in this section. Any changes in carriers or agents shall not result in an insurer's retention rate that is more than one percent (1%) above the composite retention rate being paid at the time a change in carriers or agents is desired.

#### ARTICLE 14 — NON-CERTIFICATED/LICENSED STAFF

##### **E.     Nurses' Aides**

1.     The Union accepts the assignment of nurses' aides to the district's schools and acknowledges that those nurses' aides will be placed in a bargaining unit other than one of the Cleveland Heights Teachers Union bargaining units.
2.     The Board agrees that the number of full time school nurses employed effective April, 2002 by the Board will not be reduced nor will the work hours of any part-time nurse be reduced due to the hiring of nurses' aides. In the event of a reduction in force, no school nurses shall be subject to layoff while any nurses' aides are working. Any nurse's aide that is assigned to serve a specific student under IEPs or 504 plans will not be considered in applying this provision.

New Section in Contract: Ohio Improvement Plan:

The composition of the Building Leadership Teams at each building shall be:

**Elementary:**

- Team leaders for each grade level and from specials teachers, nominated by team and approved by TAP. If more than one person is interested, then TAP selects, Grade level team leaders - Compensated as part of the Team Leader Supplemental Contract.
- Title 1 Lead. Compensated as part of the Lead Title differential.
- ~~An One~~ Intervention Specialist and one Unified Arts ~~—nominated by Intervention Specialists from the building and approved by TAP.~~ Compensated with a BLT Category H supplemental
- Counselor. Will attend as a consultant as needed only during normal work hours.

**Middle:**

- Grade level and Unified Arts team leaders. Compensated as part of the Team Leader Supplemental.
- TAP will identify content area teachers for the following content areas that are not already represented; ELA, Math, Science, Social Studies, unified arts, and Special Education. TAP will approve departmental nominations or select from self-nominations if there is more than one person interested. Compensated with a BLT Category H supplemental Contract.
- Title 1 Lead – Compensated as part of the Lead Title differential. If there is no differential, then the Title Leader shall have a Category H BLT Supplemental Contract.
- Avid teacher nominated by AVID teacher peers and approved by TAP. Compensated with a BLT Category H Supplemental Contract
- Counselor. Will attend as a consultant as needed only during normal work hours.

**High:**

- Elected Department Liaisons: Math, English, Social Studies, Science, Special Education, Arts, Physical Education/Health, Language, Career Prep, and Business. Counselor Liaison as needed. Compensated through Liaison Supplemental
- Union Steward selected by the elected building stewards. Compensated with a BLT Category H supplemental
- Avid teacher nominated by AVID teacher peers and approved by TAP. Compensated with a BLT Category H supplemental

**DLT**

2 Union Representatives appointed by the CHTU President. All other 795 members to be chosen from BLTs. Time at meetings to be compensated at the In-Service Rate.

**IMATCH CHANGES IN BENEFITS AND COMPENSATION FOR THE MONITORS' AGREEMENT**

**New Contract to incorporate 2/13/17 personal leave MOU language**



### Consensus Statement Related to Assignment of H.S. Courses (Article 6(B)(4)(f)(14))

The District and Union agree that it is in the best interest of students to have a course assignment process that considers a teacher's strengths, interests, experience, training/qualifications, and student progress/outcomes. In order to meet this interest, the parties agree to the following:

1. The parties will collaboratively review the job description for Department Liaison and make changes as needed to ensure it aligns with the OIP. This review/revision will be completed by [date].
2. Department Liaisons will be provided training and support to carry out their responsibilities as set forth in the revised job description. This will include training and support in how to utilize multiple, relevant data points to determine if courses are appropriately staffed. Examples of data points may include:
  - Student outcomes on assessments such as formative, summative, end of course exams, district assessments, and grades;
  - For AP courses, the number of students taking the AP exam, the AP exam scores, and how the AP exam scores align with the students' grade in the course;
  - Student attendance;
  - Student disciplinary referrals;
  - The teacher's experience with the particular course, including number of years teaching the course, additional relevant training/professional development, and use of interventions/strategies to respond to student outcomes;
  - Other information consistent with the OIP.
3. If multiple points of data ~~demonstrate a staffing change is needed, indicate a concern with a particular course, then the Department Liaison and Principal will make recommendations to support the teacher through professional development, use of intervention strategies, and/or other methods. After supports have been exhausted, the~~ Principal and Department Liaison will work collaboratively to recommend ~~appropriate changes in~~ staffing ~~for the next school year.~~
4. ~~The Department Liaison will utilize the Building SAT for situations where the data points reflect a student requires more intensive support and intervention.~~

Comment [TD3]: only change from union's proposal

Comment [TD4]: Ok to move to job description

