

38.13 "Class" Grievances

A grievance is made and executed by an individual teacher. The basis of a grievance may apply to more than one individual. An individual grievance made and executed may apply to a class of teachers and may result in a change of policy interpretation.

38.14 Amendment to Grievance Procedure

The Grievance Procedure may be amended through formal negotiations.

39.00 SUB-CONTRACTING

Subcontracting of any work which is performed or could be performed by members of this 795 bargaining unit whether employed, or to be employed, shall be a mandatory subject of bargaining.

- a. The following are exceptions to the above:
Occupational therapy services including Occupational Therapists.
Physical therapy services including Physical Therapists.
Two Intern Psychologists.
Orientation Mobility Instruction.
Purchased audiological services done outside of the schools.
Other purchased services, intermittently purchased previous to September 5, 1989.
Auxiliary Psychologists, Nurses, Health Aides, L.D. Teachers and Gifted and Talented Teachers who are already subcontracted.
Testing of students for purposes of identifying students for Gifted Education

It is recognized by both the Board of Education and the Union that auxiliary schools may, under certain circumstances, hire their own personnel, or sub-contract to employers other than the CH-UH School District, and effect payment through the Board, and in such a situation, this contract term would not be effective.

It is recognized by both the Board of Education and the Union that work may at times be legislatively mandated and that such legislation may mandate employees from outside of the 795 unit and that in such situations, this contract term would not be effective.

It is recognized that in situations in which a new program is legislatively mandated, the school district may choose to send the students to other places rather than educate within our schools, and in such a situation, this contract term would not be effective.

- b. It is recognized by both the Board of Education and the Union that changes in law may cause either party to desire to discuss this section on sub-contracting previous to the negotiations for a successor contract. In such instances, discussion shall be pursuant to the rules under Section 38.12, Administration-Union Concerns.
- c. Two positions per school year from funds by a fiscal agent other than the Board of Education for a position that is not named in the Preamble of the Negotiated Agreement. No such position funded in this manner shall continue beyond two school years.
- d. No more than one full time intern or two part-time interns shall be supervised by a district Social Worker during any given school year.

39.01 Education Reserve Center at the Mall Consortium

The Union accepted the agreement between the Board and the Education Reserve Center at the Mall Consortium as adopted by Board Resolution on October 10, 2000. However, no more than thirty students from the district shall be assigned to the Education Reserve Center in any school year.

40.0 NON-CERTIFICATED STAFF

40.01 Lunch Aides

Lunch aides shall be hired, and one lunch aide shall be assigned to each elementary school to release, to the extent available, K-3 elementary teachers, excluding tuition-based full-day Kindergarten classes, from morning recess. When not so engaged, the lunch aide shall be used to provide secretarial or other assistance under the direction of the building principal.

40.02 It is recognized that in some schools, teachers will still have to assist in supervision of morning recess and that in all schools, teachers will still have to supervise afternoon recess. The school principal shall be responsible for assignment of the lunch aide and, where it is not possible to completely release the teacher from supervision of morning recess, shall assign teachers for that purpose but in an equitable manner so that the relief for morning recess shall be to the greatest extent possible.

Teachers in the elementary schools shall be scheduled on a regularly assigned and equal basis to be present in their building during the noon period to supervise the lunch aide. When a lunch aide is present, and a teacher is scheduled to be present and is present in the building, the teacher need not be physically present in the children's lunch room but shall be in the building and shall be available to a lunch aide. In the absence of a lunch aide, the teacher scheduled to supervise the lunch aide shall be placed in charge of the pupils. When a teacher is present and students are present but no lunch aide is present, the teacher shall be present and shall supervise the children's lunch room. In the event during the lunch period a lunch aide is not present and there are students present the teacher supervising shall receive pay pursuant to the table in Section 30.0. It is recognized that teachers may by mutual agreement exchange with each other the assigned lunch aide supervision period.

40.03 If non-scheduling of specialist teachers, i.e., vocal music, art, physical education, library (excluding classes assigned to ancillaries) causes a reduction in preparation-released time at the elementary level, from the time provided in the 1975-76 school year, negotiations shall thereupon occur on the issue of preparation-released time.

It is understood that for purposes of this section we shall use a figure of seven percent of regular elementary classroom teachers to be vocal music, art and physical education teachers to determine whether or not negotiations shall thereupon occur. Every effort shall be made to cause preparation released time periods to occur on separate days instead of the same day.

When a Math/Science Resource Teacher is teaching the entire class, the regular elementary teacher shall be released for preparation and planning.

40.04 Middle School Lunchroom and Study Hall

The Board proposes to remove teachers from study hall and lunchroom duties at the middle schools to the extent possible via the hiring of non-certificated/licensed personnel.

Effective for the 1989-90 school year the Board will hire not less than three more monitors for not less than 3.0 hours per day each, to relieve to the extent possible, certificated/licensed teachers from lunchroom and study hall duties.

In future years, the Board shall have the right, without negotiation, to increase the number and or to increase the daily hours worked over 3.0 of middle school lunchroom and study hall monitors.

In future years, the Board shall have the right, without negotiation, to decrease the number of middle school lunchroom and study hall monitors and replace them with teachers.

In future years, any decrease in the number of middle school lunchroom and study hall monitors that does not replace the assignment with teachers or any decrease in daily hours below 3.0 shall require negotiation.

40.05 Elementary School Libraries

The Board proposes to reduce the number of elementary school librarians from 8.0 positions to 5.1 positions and to further staff elementary libraries with non-certificated/licensed personnel.

- a. It is agreed that the number of certificated/licensed librarians shall be decreased 2.9 positions in September, 1989, and 4.5 ancillaries at not less than half-time each shall be hired for 1989-90 to serve in the libraries.
- b. Two positions in the Department of Educational Media, presently located at Taylor Academy and presently titled Head Cataloger and Assistant Cataloger, shall continue to be employed on the Non-certificated/licensed Librarians Schedule.
- c. Classroom teachers shall not be assigned to library instructional duties.
- d. All persons working in the school libraries shall be certificated/licensed librarians, non-certificated/licensed librarians, or non-certificated/licensed school ancillaries except for up to 2.0 media clerk positions (presently occupied by three people) at the High School.
- e. The Board shall have the right in future years to further reduce library positions. In such event, tenured certificated/licensed librarians shall have the right to assignment to classrooms in his/her other areas of certification/licensure. Any tenured librarian laid off due to a lack of certification/licensure shall be entitled to become certified in classroom instruction and to be reassigned to continuing service in the order of seniority in the district if and when teaching positions become vacant or are created for which any of such librarians are or become qualified.

40.06 Middle School ISD

The Board proposes to eliminate the use of certificated/licensed teachers to staff the middle schools' in-school detention rooms.

- a. Effective for the 1989-90 school year, the Board will hire a minimum of five more monitors to perform various duties specified in their job description including, but not limited to, staffing the middle schools' in-school detention with monitors or teachers for lunch periods, released periods, and other periods.

- b. The five monitors hired in a. above shall include one full time monitor at each school and none of the middle school monitors shall be hired for less than five-eighths time.
- c. The Board shall have the right, without negotiation, to reduce the number of ISD monitors and reassign teachers to the ISD program.

The Board shall have the right, without negotiation, to reduce the number of ISD monitors and close the ISD program.

The Board shall have the right, without negotiation, to staff the Monticello ISD program with monitors.

The Board shall be required to negotiate any reduction below the five-eighths daily hourly minimum for middle school ISD and campus monitors.

40.07 High School ISD

Effective for the 2000-01 school year, the Board shall have the right to staff the High School ISD room with monitors by hiring one additional monitor.

- b. Two monitors shall be assigned to the High School ISD room.

40.08 Non-Certificated Ancillaries

a. Non-certificated/licensed school ancillary is a Cleveland Heights Teachers Union position.

b. Non-certificated/licensed school ancillaries shall work a one hundred and ninety (190) day, thirty-eight (38) week schedule that corresponds to the schedule worked by this bargaining unit.

c. School ancillaries shall not perform professional instructional duties.

d. Any present employee transferred to school ancillary after August 26, 1989, shall maintain and keep his/her seniority in respect to placement on the salary schedule.

e. The same timelines for layoff of certificated/licensed staff should be used for the layoff of ancillaries and other non-certificated/licensed bargaining units.

40.09 Nurses' Aides

a. 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.

b. 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 in positions established as of April 2, 2002.