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Agreement between the Cincinnati Federation of Teachers, Local 1520, American Federation of Teachers (AFT), AFL-CIO and the Cincinnati Board of Education, 1997-1999

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Cincinnati Federation of Teachers, Local 1520, American Federation of Teachers (AFT), AFL-CIO

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IDnum 130 **Language** English **Country** United States **State** Ohio

Union Federation of Teachers, AFL-CIO

Local Local 1520

Occupations Represented
Social workers
Teachers—preschool, kindergarten, elementary, middle, and secondary
Multiple occupations represented

Bargaining Agency Cincinnati Board of Education

Agency industrial classification (NAICS):

61 (Educational Services)

BeginYear 1997 **EndYear** 1999

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Notes

Contact

Full text contract begins on following page.

¶100

CONTRACT

1. Term of Contract

This contract is made and entered into by and between the Cincinnati Board of Education ("Board") and the Cincinnati Federation of Teachers Local 1520 AFT, OFT, AFL-CIO ("Federation") and shall be binding and effective from January 1, 1997 through December 31, 1999.

2. Contract Implementation

The Board and Federation shall jointly plan and implement training in regard to contract implementation.

Training shall cover the entire contract with emphasis on all new or amended provisions, grievance and other appeal procedures, and discipline provisions. Such training shall begin with 1997-98 school year and continue during the term of the contract. Participants shall include, at a minimum, Federation Building Representatives, Executive Council, and staff; principals and appropriate central office administrators and any personnel involved in grievance administration.

The parties shall also conduct a briefing for community leaders on new provisions of the contract and any other provisions in which there is interest.

¶110

RECOGNITION

1. Sole and Exclusive Bargaining Agent

The Board recognizes the Federation as the sole and exclusive bargaining agent for the purpose of bargaining wages, hours, benefits and all other terms and conditions of employment for all teachers in the bargaining unit, including classroom teachers, certificated night-school teachers and summer school teachers who are also day-school classroom teachers on an annual rate, librarians, visiting teachers, coordinating teachers, nurses, counselors, psychologists, S.L.D. tutors, and pre-school teachers, and daily-rate substitutes; but excluding, other daily and hourly-rate teachers, psychiatric social workers, lunchroom managers, administrative assistants, directors, associate directors, associates, supervisors, associate supervisors, assistant supervisors, assistant principals, principals, human resources director, deputy superintendents, vice presidents, and superintendents.

The Board and Federation agree to submit to final and binding arbitration on or before May 1, 1997 the question of whether Health and Wellness Coordinators, Substance/Drug Abuse Coordinators, Case Managers, Vocational Job Training Coordinators are doing work of bargaining unit members and should be converted to existing bargaining unit position classifications. If an arbitrator assigns the work of some or all of the positions in dispute to existing bargaining unit positions, the parties shall negotiate regarding the application of the decision to incumbents.

2. Rules Governing Recognition Election

Any effort by any other employee organization or members of the bargaining unit to replace or remove the Cincinnati Federation of Teachers as the sole and exclusive bargaining agent for the bargaining unit described above in Paragraph 1 shall be governed solely by the provisions of O.R.C. §4117 and the rules concerning recognition elections adopted by the State Employment Relations Board (SERB). In any election conducted by SERB, the election ground rules available separately as an appendix shall apply where not in conflict with O.R.C. §4117 or SERB rules.

3. No Recognition of Rival Organizations

The Board shall not recognize any other organization which seeks the right to represent the employees in the bargaining unit represented by the Federation during the term of this contract, nor shall the Board contribute to the growth or creation of rival organizations.

1 4. Information Available about Conditions of Employment

2 Information, statistics, and records relating to wages, hours, benefits, and all other terms and
3 conditions of employment reasonably necessary for the proper enforcement of the terms of this
4 contract shall be made available to the Federation upon request and upon payment by the
5 Federation of any costs related thereto.

6 5. Receipt of Information Given to the Public

7 The Federation shall receive the information which is to be given to the public on the Friday before
8 the Board of Education meeting or as soon thereafter as it is available.

9 6. Availability of Public Information

10 Public information referred to in the minutes, but not distributed, shall be made available to the
11 Federation upon request at cost.

12 **¶120**

FAIR PRACTICES

13 1. By Board

14 The Board agrees that no person(s), group(s), department(s) or division(s) responsible to the Board
15 shall discriminate against any employee on the basis of race, creed, color, national origin, sex, or
16 membership in, lawful participation or association with, the lawful activities of the Federation.

17 2. By Federation

18 The Federation agrees to represent all persons in the bargaining unit equally and fairly.

19 **¶130**

FEDERATION RIGHTS

20 1. Exclusive Organizational

21 a. Orientation

22 The Federation shall have the exclusive right to participate in the New Teacher Orientation, or
23 similar summer inservice program which may replace the New Teacher Orientation and shall
24 have the opportunity to meet separately with new teachers. The Board shall consult with the
25 Federation in planning the summer orientation program for new teachers.

26 b. Federation Meetings

27 The facilities requested by the Federation under ¶130 Paragraph (2a) shall not be denied,
28 except where there is a previously announced and conflicting school activity.

29 Chapter meetings shall be announced to the principal not more than five (5) days prior to the
30 date of the meeting. The administration shall not subsequently schedule any meeting or
31 event to conflict with a Federation Chapter meeting.

32 c. Office Bulletin Board

33 The Federation shall have the exclusive right to use one-third (1/3) of the bulletin board
34 located in the school office in nearest proximity to the teachers' mailboxes.

35 d. Dues Deductions

36 The Board shall deduct the uniform and periodic Federation dues from the paychecks of any
37 teacher who voluntarily authorizes in writing that such deductions be made. Dues shall be
38 deducted at one of two rates, representing either the full annual Federation dues or partial
39 annual dues divided by the number of paychecks. The Board shall transmit dues deducted
40 from the paychecks of employees to the Federation promptly following the delivery of

1 paychecks to employees. The Board shall make every effort to transmit dues within five (5)
 2 days of paycheck delivery.

3 Dues for substitutes shall be deducted at a daily rate. When a substitute changes from a
 4 daily rate to long term substitute or long term substitute to daily rate substitute, the
 5 appropriate adjustment shall be made by the Board in the rate of dues deduction.

6 Teachers who desire to cancel Federation dues deduction shall obtain from the Federation a
 7 "cancellation of dues deduction" form, complete it and return it to the Federation. The
 8 Federation shall transmit the original of such cancellations promptly to the Board. Under no
 9 circumstances shall the Federation deny the right of any teacher to revoke an authorization
 10 of payroll deduction of union dues.

11 The Board shall not be liable to the Federation for the remittance of payment of any sum
 12 other than that constituting actual deductions made from the wages of teachers. The
 13 Federation shall indemnify and hold the Board harmless against any and all claims,
 14 demands, suits or other forms of liability including, by way of example and not limitation, the
 15 cost of any judgment against the Board and the reasonable value of any attorney fees
 16 incurred, that may arise out of or by reason of action taken by the Board or not taken by the
 17 Board for the purpose of complying with any provision of this Section.

18 The Board shall provide CFT, at no cost, promptly following the end of each payroll period, an
 19 alphabetical list of all employees who have authorized CFT dues deduction for the pay period
 20 and an alphabetical list of all employees from whose paychecks the Board has deducted fair
 21 share fees pursuant to Paragraph (e) below. Following the end of each payroll period, the
 22 Board shall provide the Federation promptly a list of teachers added to or deleted from dues
 23 deduction or fair share fee during that pay period. The Board shall make every effort to
 24 transmit this information within five working days following the end of each payroll period.

25 e. Fair Share Fee

26 (1) As allowed by O.R.C. ¶4117.09 (C), all employees covered by this Agreement who are
 27 not members of the CFT shall pay to the CFT, through deductions from each paycheck,
 28 their fair share of the costs of the collective bargaining services rendered by the CFT
 29 that are properly chargeable to non-members under state and federal law, as
 30 determined through the method described below (referred to hereafter as "fair share").
 31 The obligation of non-members to pay such fair share commences with the first
 32 paycheck due in September, or with the first paycheck due sixty (60) days after initial
 33 employment in the bargaining unit, whichever occurs later.

34 (2) Such fair share payment by non-members shall be deducted by the Board from the
 35 earnings of the non-member employees and daily rate substitute teachers and remitted
 36 to the CFT, provided, however, that the CFT shall submit to the Board at least 14 days
 37 prior to the first paycheck to teachers at the beginning of each school year an affidavit
 38 which specifies the amount constituting said fair share not exceeding the dues
 39 uniformly required of members of the CFT, and which describes the rationale and
 40 method by which the fair share was determined, including a list of the expenditures
 41 which were excluded in determining the fair share. The CFT shall also certify to the
 42 Board that a notice concerning the calculation of fair share payments by non-members
 43 has been published for at least 14 days prior to the first paycheck to teachers at the
 44 beginning of each school year, pursuant to the CFT "Non-member Fair Share Payments
 45 Implementation and Appeal Procedure", a copy of which is attached to this contract as
 46 Appendix B.

47 The Federation represents to the Board that it will establish a reduced fee for contract
 48 teachers and long term substitutes who work less than sixty percent of full time,
 49 consistent with the Federation's per capita obligations to its affiliates.

50 (3) The CFT shall prepare a form of notice to employees by which non-member employees
 51 shall be informed of the percentage and method of calculation of the fair share fee
 52 which shall include the report of an independent auditor disclosing and verifying the
 53 major categories of expenses upon which the fee calculation shall be based. The notice
 54 shall inform employees of their right to object to the calculation of the fair share fee and

1 to submit an objection to the fee to arbitration. Such right to object shall require the
 2 objector to send a letter to the CFT President by regular U. S. mail or by delivery to the
 3 CFT office at any time after the notice, but within thirty (30) days after the first salary
 4 payment of the school year from which his or her fair share fee has been deducted.
 5 The notice to non-members shall set forth the address and telephone number of the
 6 CFT and the manner in which such employee may obtain a copy of the CFT's internal
 7 appeal procedure.

8 (4) Prior to the delivery of the first paycheck due to employees in September of each school
 9 year, the CFT shall distribute the notice and appeal procedure described above by (1)
 10 posting them on the CFT bulletin board in each building; (2) summarizing the notice
 11 and the internal appeal procedure in a CFT newspaper distributed to all bargaining
 12 unit members in the first month of the school year; (3) providing Federation Building
 13 Representatives with copies of the notice for distribution to employees identified as
 14 non-member employees of the Board pursuant to Paragraph (1) above.

15 (5) Upon the CFT's timely receipt of an objection under CFT's internal appeal procedure,
 16 the CFT shall deposit in an escrow account separate from all other CFT funds, the
 17 amount of fee payments received on behalf of any objector(s) that is fairly placed at
 18 issue by his or her objection, but not less than ten percent (10%) of the fair share fee
 19 as verified by an independent auditor. Until such time as the report of the independent
 20 auditor is received by the Board, if any objector(s) files an objection with the Board as
 21 to the amount placed in escrow, the Board will deposit the entire fair-share fee in the
 22 interest-bearing account referred to in this Article. The CFT shall furnish the
 23 objector(s) and the Board with verification of the terms of the escrow arrangement, and,
 24 upon request, the status of the fund as reported by the Bank.

25 The escrow account will be established and maintained with a federally insured
 26 commercial bank with offices in Cincinnati, Ohio, and the Agreement, therefore, shall
 27 provide that the escrow accounts be interest bearing at the highest possible rate; that
 28 the escrowed funds be outside of the CFT's control until the final disposition as
 29 provided for herein; and that the escrowed funds will terminate and the funds therein
 30 be distributed only by the terms of an ultimate award, determination or judgment,
 31 including any appeals, or by the terms of a mutually agreed settlement between the
 32 CFT and any objector(s), or if the objector(s) abandons the objection.

33 (6) If an ultimate decision in any proceeding hereunder directs that the amount of the fair
 34 share fee should be lower than the amount fixed by the CFT, the CFT shall promptly
 35 adopt such determination and notify the Board to reduce deductions from the earnings
 36 of non-members to said prescribed amount. Such adjustment shall not entitle any
 37 non-member who had not made a timely objection to a refund or rebate for past fair
 38 share fee payments.

39 (7) As an express condition to the Board's agreement to grant a fair share fee arrangement
 40 to the CFT, the CFT shall indemnify and hold harmless the Board, its members,
 41 officers, agents, and employees from and against any and all claims, demands, actions,
 42 complaints, suits, refunds, rebates, or other forms of liability including attorney fees
 43 and expenses paid or payable by the Board that shall arise by reason of action taken
 44 by the Board for the purpose of complying with the provisions of this Article with
 45 respect to fair share fees, or in reliance on any list, notice, certification, affidavit, or
 46 assignment furnished under any of such provisions by the CFT.

47 The Federation's counsel shall be the lead counsel during any litigation concerning the
 48 fair share fee.

49 (8) Nothing in this Article shall inhibit or interfere with the rights of any employees
 50 objecting to the payment of CFT dues or fair share fees based on religious grounds.
 51 The rights of such members shall be resolved under the provisions of Section 4117.09
 52 (C) of the Ohio Revised Code, allowing for the contribution of an equivalent amount to a
 53 charitable organization.

- 1 (9) In order to continue to enjoy fair share fee, the Federation shall maintain a
2 membership equal to 70% or more of the bargaining unit as of the expiration of this
3 contract.
- 4 (10) The CFT represents to the Board and to the employees it represents that its "non-
5 member fair share payments implementation and appeal procedure" and its other
6 practices and conduct in the course of implementing the fair share fee arrangement
7 conform to state and federal law.
8

1 f. Other Voluntary Deductions

2 CFT COPE and other voluntary deductions listed in 700.3.n which have been voluntarily
3 authorized in writing by a teacher, shall be made upon receipt of the written authorization.
4 The Board shall not establish for teachers, deductions for other political funds or insurance
5 coverage not currently in effect without the written agreement of the Federation. This
6 provision does not restrict the Board's right to change insurance carriers.

7 Regarding COPE deductions, the Board shall deduct from the amount transmitted to the
8 Federation, \$.04 per deduction and \$10.00 per transmittal.

9 Employees who desire to cancel CFT COPE deductions shall notify the Federation in writing.
10 The Federation shall transmit any such cancellations promptly to the Board. Under no
11 circumstances shall the Federation deny the right of employees to revoke the authorization of
12 payroll deduction of CFT COPE contributions.

13 The Board shall not be liable to the Federation for the remittance of payment of any sum
14 other than that constituting actual deductions made from the wages of teachers. The
15 Federation shall indemnify and hold the Board harmless against any and all claims,
16 demands, suits or other forms of liability including, by way of example and not limitation, the
17 cost of any judgment against the Board and the reasonable value of any attorney fees
18 incurred, that may arise out of or by reason of action taken by the Board or not taken by the
19 Board for the purpose of complying with any provision of this Section.

20 g. Federation Leave

21 Upon written request of the Federation, the Federation President and up to three (3) others
22 shall be assigned to the Federation to conduct Federation business. Any employee so
23 assigned shall be paid the full salary to which the employee is entitled according to Appendix
24 A, Schedule C, shall enjoy all increments, benefits and leaves as other bargaining unit
25 members, and shall continue to accrue seniority. The Federation shall reimburse the Board
26 for salary, medical, dental and term life benefits provided to such employees, retirement
27 contributions paid on their behalf, and any other expenses related to salary and fringe benefit
28 costs.

29 If the Human Resources Office is notified by April 1 of a given school year that an employee
30 assigned to the Federation wishes to return to regular service the ensuing school year, such
31 employees shall return to regular service on the same basis as a teacher returning from a
32 leave of absence longer than one school year.

33 h. Printing of Contract

34 Upon ratification of this contract, the Federation and the Board's designee shall meet to
35 jointly approve the wording of the final agreement and thereafter shall jointly submit the
36 contract for printing. The Federation shall have 7,000 copies of this contract printed, 2,000
37 of which shall be delivered to the Board. The Board and the Federation shall agree on the
38 format. The Board shall pay one-half (1/2) the cost of having the contract printed in the
39 union shop within the school district submitting the lowest of three bids obtained by the
40 Federation. The Federation shall distribute one (1) copy to each member of the bargaining
41 unit. The Board shall provide new employees with a copy upon employment.

42 The Board shall print at least 5,000 copies of the tentative agreement. The CFT shall pay
43 one-half the cost of printing the Tentative Agreement.

44 i. Federation Pony Delivery

45 The building in which the Federation office is located shall be included as a regular stop on
46 the school mail delivery route.
47

1 2. Non-Exclusive Organizational Rights

2 a. Federation Chapter

3 The Federation chapter in each building shall have the right to transact Federation business
4 on school property before and after the teachers' regular school day.

5 b. Board Meetings

6 The Federation President or designee shall have a seat and the right to speak at all public
7 meetings of the Board of Education and its subcommittees.

8 c. Superintendent/Federation President Meetings

9 The Superintendent and the Federation President shall meet bi-weekly before Board
10 meetings.

11 d. Employee Relations/Federation President Meetings

12 The Superintendent's designee for labor relations and the Federation President, or his/her
13 designee, shall meet at least monthly during the year to discuss current school problems and
14 procedures of this contract. Additional meetings shall be held upon request of either party.

15 e. School Visitation

16 The Federation President, or his/her employee designee, shall have the right to visit the
17 schools to investigate working conditions, teacher complaints or problems, or for a purpose
18 relating to the terms and conditions of employment, provided there is no interruption of the
19 school program and that the Federation representative announces his/her destination and
20 person(s) to be visited to the principal or to the person in charge if the principal is not
21 immediately available. If possible, visits should be announced by telephone before the visit.
22 Representatives of rival organizations visiting a school or work location shall be afforded only
23 such privileges as are granted to any member of the public.

24 f. Building Representation and Privileges

25 Every school or unit in the system shall have a Federation Building Representative from that
26 building/unit who shall be elected by the Federation.

27 g. Distribution of Materials

28 The Federation shall have the right to distribute bulletins and other pertinent materials
29 through the inter-school mail delivery system. The Board shall not accept for distribution
30 through the inter-school mail system bulk mailings which are clearly identified as produced
31 by a rival organization.

32 h. Posting Notices

33 Federation representatives shall have the responsibility for posting and removing Federation
34 notices and no other person shall do so.

35 i. Use of Mailboxes

36 The Federation shall have the right to distribute bulletins and other pertinent materials by
37 placing them in the mailboxes of teachers and other professional employees.

38 j. Use of Faculty Bulletin Boards

39 The Federation shall have the right to use a portion of other existing faculty bulletin boards
40 in addition to the bulletin board in the main office.
41

- 1 k. Directory Information
- 2 Board will annually, within 20 days of the first paycheck delivered to teachers in September,
 3 provide to CFT a list of bargaining unit members, including their work location, position
 4 classification, and home address. Teachers assigned to more than one school shall be listed
 5 at their "home school" (paycheck site).
- 6 In addition, the Board shall provide the following information for each bargaining unit
 7 member as soon as such information is entered in Board computers: phone numbers (unless
 8 employee objects), seniority date, areas of certification, grade(s) and/or subject(s) taught,
 9 whether the teacher holds a supplemental contract under Appendix A, Schedule E. Any part
 10 of such information that has been entered in Board computers will be provided even if all of
 11 the information listed above is not available.
- 12 l. New Employee Information
- 13 The Board shall promptly provide the Federation with the names and addresses of new
 14 employees.
- 15 m. Electronic Network
- 16 The Federation shall be treated as a school site regarding technology networking. The Board
 17 shall provide the network connections to the Federation's network server. In addition, data
 18 which is public information or required as part of this agreement, if available electronically,
 19 shall be made available to the Federation electronically. Board expenditures to provide such
 20 information shall be limited to the cost of maintaining the network connection to the CFT
 21 office using the same standards as for school offices.

22 **¶140**

PERSONNEL FILES

- 23 1. Access to Personnel Files
- 24 The official personnel file of each teacher shall be maintained by the Human Resources Office. The
 25 Board and CFT recognize that certain Ohio laws govern access to records maintained by or on
 26 behalf of the Board. However, insofar as they are acting in their capacity as employees or
 27 representatives of the Board, only the following may have access to teacher personnel files:
 28 members of the Board of Education; attorneys of the Board needing access to personnel files; the
 29 Superintendent and his/her designees who serve in an administrative or supervisory capacity in
 30 relation to the teacher, and other Board employees conducting an evaluation or assessment of the
 31 teacher or considering the teacher for a position, with the approval of the Director of Human
 32 Resources, or his/her designee; the teacher; and such other persons as the teacher may authorize
 33 in writing.
- 34 2. Examining One's Own Personnel File
- 35 A teacher may examine his/her personnel file upon request. With respect to the official personnel
 36 file, the teacher shall schedule an appointment at least one (1) working day in advance with a
 37 representative of the Human Resources Office in whose presence the file shall be examined. Copies
 38 of any material in the personnel file shall be made available upon request and upon payment of the
 39 cost of copying.
- 40 3. Notice of Material Placed in a File
- 41 Upon receipt of any written communication (including a notation) involving accusations or
 42 derogatory statements against a teacher, the Human Resources Office shall, before placing such
 43 material in the official personnel file, notify the teacher of his/her right to dispute the accuracy,
 44 relevance, timeliness, or completeness of the communication (or notation). Notification shall not be
 45 required when documents are addressed or copied to the teacher. The teacher's written response
 46 must remain attached to the derogatory statements as long as the item is on file.
 47

1 4. Maintenance of Other Personnel Files

2 No other official personnel file concerning a teacher shall be maintained. However, letters,
3 memoranda, copies of documents which are in the official personnel file and other material
4 concerning a teacher may be maintained in a personnel file by the building/unit administrator.

5 5. Notice of Material in Other Files

6 When a principal or other administrator finds it necessary to insert any written communication
7 (including a notation) in a teacher's personnel file maintained at the building/unit level which
8 reflects adversely upon the teacher's conduct, service, character, or personality, s/he shall afford
9 the teacher an opportunity to read such communication. The teacher shall also have the right to
10 answer such communication and his/her answer shall be attached to the file copy.

11 6. Use of Material in Personnel Files

12 Any written material withheld from the official personnel file and the personnel file maintained at
13 the building/unit level, and not otherwise known to the teacher, shall not be used as evidence in
14 any action against the teacher. Should a teacher dispute the contents of a written communication
15 or notation in either personnel file referred to above, the Board shall delete any information that it
16 cannot verify or that it finds to be inaccurate.

17 7. Notice of Citizen Examination of a Personnel File

18 Upon receipt of a citizen request for access to a teacher's personnel file under O.R.C. ¶149.43, the
19 Human Resources Office shall notify the teacher in writing, including the date of the request and
20 the name of the person making the request.

21 **¶145**

TEAM BASED SCHOOLS

22 1. Selection of Schools as Team Based Schools

23 a. Schedule of Conversion

24 1997-98

- 25 1. The Board and Federation shall immediately upon ratification of this agreement,
26 jointly publicize and promote in all district schools their agreement to create team
27 based schools. Representatives of the parties shall jointly present the plan, as
28 described herein, to any interested school.
- 29 2. The EIP shall establish an application process for the 1997-98 school year no later
30 than ten days after ratification. The application process shall include a 2/3 secret
31 ballot vote of the faculty and LSDMC approval.
- 32 3. The EIP shall recommend up to eight (8) schools to the Superintendent by April 15,
33 1997.
- 34 4. The Superintendent shall select up to 8 schools from those that applied. An exception
35 may be Gamble which can be converted without application. If fewer than eight schools
36 apply, the parties shall request assistance from parent and community organizations
37 and shall jointly recruit and encourage additional schools to apply.

38 1998-99

- 39 1. The EIP shall repeat the application process and recommend up to twelve (12)
40 additional schools by February 1, 1998.
- 41 2. The Superintendent shall select up to 12 schools from those that applied. If more than
42 12 schools apply, the EIP may recommend a higher number.

1 3. If fewer than 12 schools apply, the parties shall again request assistance from parent
 2 and community organizations and shall jointly recruit and encourage additional
 3 schools to apply.

4 1999-2000

5 1. The EIP shall repeat the application process and recommend up to twenty (20)
 6 additional schools by February 1, 1999.

7 2. The Superintendent shall select up to twenty (20) schools from those that applied. If
 8 more than 20 apply, the EIP may recommend a higher number.

9 3. If fewer than 20 schools apply, the parties shall again request assistance from parent
 10 and community organizations and shall jointly recruit and encourage additional
 11 schools to apply.

12 b. Conversion Policy

13 If, in any year, the number of schools that apply and are selected to become team based
 14 schools falls short of the target, then, in the following year, the Superintendent may
 15 designate schools without application so that the target for the previous year will be met.
 16 However, no schools shall be designated without application to become team based schools if
 17 the number which apply and are selected in the current year exceeds the target for that year.

18 c. Taft, Porter, Bloom SBM/SDM

19 The parties will invite Taft High School and Porter and Bloom Middle Schools to apply to
 20 become team based schools. Until such time as they make that transition, they shall
 21 continue to operate under the School Based Management/Shared Decision Making process
 22 based upon the plan developed in 1987 by the joint CFT/CPS Administration SBM/SDM.

23 d. LSDMC Composition

24 The District shall ensure that, before a school applies or is selected to become team based, its
 25 LSDMC is constituted according to Board policy.

26 e. Evaluation

27 The district will engage an outside, nationally known consultant, after consultation with the
 28 EIP, to evaluate the design and implementation of team based schools with reports due at the
 29 end of the 1997-98, 1998-99, and 1999-2000 school years and an interim report due in
 30 January, 1999, to insure that continued conversion of schools to the team based model is
 31 educationally justified.

32 f. Review Committee

33 The Superintendent will convene a Review Committee comprised of parents and community
 34 members, with staff provided by the District and CFT. The Committee's purpose is to monitor
 35 implementation of *Students First* and to make recommendations to the Superintendent and
 36 EIP for revisions, if needed.

37 2. Definition of Teams

38 a. Team Composition

39 A team shall consist of three to five teachers sharing a common group of students. Four
 40 teachers on a team is the preferred structure.

41 Primary and Intermediate Teams: Four teachers (three and five member teams are the
 42 exceptions)
 43

1 Middle Team: For grades 7-8, a team must include teachers with middle grades or secondary
 2 certification in math and science or 20 semester hours in those disciplines that would
 3 count towards secondary certification. Teams of four or more shall also include teachers
 4 with middle grades or secondary certification in social studies and English or 20
 5 semester hours in those disciplines that would count towards secondary certification.
 6 However, teams existing January 1, 1997 need not be altered to comply with this
 7 provision and the ILT may approve exceptions under extenuating circumstances.

8 Grades 9-10: The team must include teachers certified in the core academic areas, i.e. math,
 9 science, English and social studies and may include foreign language.

10 Grades 11-12: Teachers will generally not be assigned to teams.

11 b. Team Leaders

12 Each teaching team (i.e. four or more teachers with a common group of students) in a team
 13 based school shall have a paid team leader. These positions shall first be offered to
 14 credentialed lead teachers through the lead teacher selection process. If no lead teacher is
 15 selected, the team shall select a team leader for a two year term with the approval of the
 16 principal. The team leader shall be required to apply for lead teacher credentials during the
 17 next application period, if eligible. At the end of the two year term, the position shall again be
 18 posted as a lead teacher position and the selection process above shall be repeated. A team
 19 leader who is not a lead teacher shall receive a \$3000 annual stipend.

20 3. Interim ILT's

21 Team based schools will operate with an Instructional Leadership Team (ILT), as defined in ¶145.7.

22 Initially each team based school shall form an interim ILT unless the school already operates with
 23 an ILT effective January 1, 1997. In such cases, the existing ILT shall fill the interim role. The
 24 interim ILT shall include:

- 25 • the principal
- 26 • teachers currently serving in lead teacher positions
- 27 • a representative selected by the academic teachers at any level (primary, intermediate, or
- 28 • middle), team, or department without a lead teacher
- 29 • the Federation building representative.

30 The role of the interim ILT is solely to organize academic teams at each level.

31 After teams have been formed, each team of four or more without a lead teacher will select a team
 32 leader from among team members. Teams with fewer than four members will not have a lead
 33 teacher or a paid team leader. Once teams have been formed, the ILT will be organized pursuant to
 34 paragraph 7, below.

35 4. Forming Teams

36 The interim ILT will oversee formation of teams initially. In subsequent years this role shall be filled
 37 by the permanent ILT. The ILT will annually determine how many teacher teams will be formed
 38 within budget parameters. Teachers will have the opportunity to form teams by level (i.e. K-3, 4-6,
 39 7-8, 9-10): but team assignments are subject to adjustment or approval by the ILT. Those teachers
 40 unable to agree on team composition will be assigned to teams by the ILT by May 15. Teams will be
 41 formed under the following parameters:

- 42 (a) experience, racial and gender representation on each team must be considered;
- 43 (b) a teacher must commit to serving on a team as provided for in ¶250.1.m.

44 After existing staff have been assigned to teams, the transfer and staff selection procedures in ¶250
 45 will be used to fill remaining team vacancies and to fill vacancies in positions that serve the school
 46 as a whole.

47

1 5. Role of Teams

2 a. Team rights and responsibilities

3 A team shall be responsible for educating its students to help them meet or exceed CPS
 4 promotion standards for that level (or high school credit granting standards in core courses
 5 for grades 9-10). The team shall determine instructional methods, consistent with the
 6 school's adopted program focus, if any, and shall determine how to group and schedule
 7 students for instruction in the subjects covered by the team. Continuity in student-teacher
 8 relationships shall be a primary consideration.

9 Teams must schedule classes and preparation/conference periods consistent with the
 10 school's master schedule as determined by the ILT and the principal.

11 b. Assigning Students to Teams

12 The ILT shall assign students to teams heterogeneously in regard to academic achievement.
 13 Students assigned to each team shall be representative of the school's overall student
 14 population in regard to gender and race. Handicapped students may be assigned to teams or
 15 to special education units as determined by their IEP's and the school's Alternate Service
 16 Delivery Option (ASDO), if any.

17 6. Teachers not assigned to teams

18 The ILT will determine the number and type of other (non-team) teaching positions needed at the
 19 school, consistent with statutory and contractual requirements. At high schools, graduation
 20 requirements and student options will be primary considerations. At magnet schools, staffing must
 21 also be consistent with magnet program requirements. At neighborhood schools, staffing must also
 22 be consistent with the school's program focus, if any. At schools offering Career Paths programs,
 23 staffing must meet the requirements of the programs. Special education teachers and other
 24 services to handicapped students shall be provided consistent with special education laws,
 25 regulations, funding and with students' IEP's and the school's ASDO, if any.

26 7. Permanent ILT

27 Upon approval of team composition by the ILT, the ILT shall be reorganized as specified in ¶145 of
 28 the contract for team based schools. The ILT will annually determine the number of teams to be
 29 formed at each level.

30 a. Composition of ILT

31 In team based schools, the ILT shall include:

- 32 • the principal,
- 33 • two parent representatives selected by the parent members of the LSDMC,
- 34 • two non-teaching staff members elected by the non-teaching staff of the school
- 35 • the Federation Building Representative
- 36 • teacher members as follows:

37 Each team shall be represented by its lead teacher, or, if no lead teacher has been
 38 selected by the team, by a team leader elected by the members of the team,

39 any lead teacher serving as program facilitator at the school or in another schoolwide
 40 lead teacher position,

41 one elected representative of the specialists (including drama/theater and dance) and
 42 educational support personnel assigned to the school, if five or more,

43 the lead teacher for special education or, if no lead teacher has been selected, but there
 44 are more than four special education teachers at the school, an elected representative
 45 of special education teachers, and
 46

1 At team based high schools,
 2 the lead teacher serving as subject area leaders of the math, science, English and
 3 social studies departments shall also serve on the ILT. Or, if no lead teacher has been
 4 selected, teachers in those departments who are not assigned to teams shall elect a
 5 representative.
 6 Further, foreign language, vocational/career paths/business, health, building
 7 substitute representative(s) shall also be elected by teachers in those subjects who are
 8 not assigned to teams, provided there are four or more teachers in the specified group.
 9 If not, the ILT shall combine two or more such groups for the purpose of
 10 representation. If any such group has selected a lead teacher, s/he shall serve as the
 11 ILT representative.
 12 Additional teachers shall be elected by team, level, and/or department, as necessary, to
 13 bring teacher membership to 60% on the ILT at any team based school.

14 8. Training

15 The parties shall provide assistance to a school in transition to team based organization at the
 16 request of its ILT, to assist with the formation of teams, organization of classes by teams and/or the
 17 decision making process.

18 In team based schools, a total of 6 early release days (approximately 1/2 days) will be provided
 19 annually for training. Additionally, in the spring of the academic year before a school initially
 20 converts to the team based system, two additional early release days will be provided.

21 For schools converting to team based in 1997-98, 50 hours of additional paid training (equivalent of
 22 7 days) will be provided during the summer of 1997. Schools converting to team based in
 23 subsequent years shall receive paid summer training in the amount determined by the
 24 Superintendent after consultation with the Review Committee and EIP.

25 Teachers newly assigned to team based schools after the school's conversion shall receive paid
 26 summer training in the amount determined by the Superintendent after consultation with the
 27 Review Committee and EIP. This training will be provided in the summer prior to assignment, or if
 28 the appointment is made after the beginning of the school year, the training will be provided during
 29 the following summer.

30 9. Allocations for Specialists, Librarians, and Support Services

31 The Board shall allocate to each team based elementary school funds equivalent to art, music,
 32 physical education teachers as required by ¶220.7.b and a full-time teacher librarian as required
 33 by ¶610.1. Upon recommendation of the ILT, and approval by the LSDMC, the school may utilize
 34 the funds allocated to these positions for another instructional purpose or another direct service to
 35 students.

36 The Board shall allocate to each team based middle or junior high school funds equivalent to a full-
 37 time librarian. Upon recommendation of the ILT, and approval by the LSDMC, the school may
 38 utilize the funds allocated to these positions for another instructional purpose or another direct
 39 service to students.

40 The Board shall allocate to each team based high school funds equivalent to a full-time librarian
 41 and two full-time guidance counselors. Upon recommendation of the ILT and approval by the
 42 LSDMC, the school may utilize the funds allocated to these positions for another instructional
 43 purpose or another direct service to students.

44 The Board shall allocate to each team based elementary, middle, and junior high school the funds
 45 equivalent to the amount now spent to support the number of school social workers allocated to the
 46 school using the current formula. Upon recommendation of the ILT and approval by the LSDMC,
 47 the school may utilize these funds for any other instructional purpose or another direct service to
 48 students.
 49

1 The ILT must decide annually if it will conduct a faculty vote on its annual budget decisions,
 2 including allocations for assistant principals, instructor assistants, clericals, specialists, librarians,
 3 and support services. The ILT's decision on whether to conduct a faculty vote and what margin will
 4 be required to approve such budget decisions shall be announced no later than 14 days before the
 5 ILT votes to approve the school's budget. The ILT's vote on the budget shall be conducted in an
 6 open meeting announced 7 days in advance but no later than May 15, 1997 and March 15 of each
 7 subsequent year.

8 10. Budget Allocations for Schools and Teams

9 The Budget Commission will recommend to the Superintendent, school budget allocations on a per-
 10 pupil basis, beginning with 1998-99 school year

11 Teams will have discretion over funds now allocated for Instructor Assistants, instructional
 12 materials and supplies, textbooks, as well as other funds that may be allocated to teams by the
 13 district's team based budget formula or by the ILT, on a per pupil basis.

14 The ILT will have discretion over funds now allocated for assistant principals, clerical support
 15 (above two per school where the district has allocated more than two clerical positions), cleaning,
 16 the percentage of district expenditures that now pays for routine or minor building maintenance,
 17 security staff, in-school suspension or other discipline programs, educational support personnel,
 18 supplemental books, and other funds that may be allocated to the school by the team based budget
 19 formula.

20 Teams may agree to combine resources in order to purchase goods or services or requisition
 21 personnel.

22 It is the intent of the Board to allocate additional funds now supporting central functions and
 23 services to schools on a per pupil or square footage or other basis to the extent feasible. The
 24 Budget Commission will review the budget formula for team based schools annually and may
 25 allocate additional funds through the formula, under guidelines recommended by the Budget
 26 Commission and approved by the Board of Education.

27 Effective with the 1997-98 school year, teachers, teams and schools shall be entitled to choose
 28 between using vendors selected by the board for purchase of supplies, instructional materials and
 29 transportation for field trips, or arranging their own purchases, under guidelines recommended by
 30 the Budget Commission and approved by the Superintendent.

31 If a team agrees to provide coverage for a teacher's absence for personal/family illness, personal
 32 leave, or for approved absences for training or professional meetings where grant money or the
 33 Professional Development Funds would pay for the substitute, the funds that the substitute would
 34 have cost the District shall be transferred to that team's budget.

35 ¶150

SCHOOL LEADERSHIP

36 1. Instructional Leadership Teams (ILT)

37 All schools shall convert to an ILT structure by January 1, 1998.

38 a. Role of the ILT

39 Instructional Leadership Teams (ILT's) shall be established so that the principal, teachers,
 40 and other members may share leadership and make decisions in the following areas:

- 41 • to develop, review, and evaluate the instructional program;
- 42 • to monitor and improve school operations and procedures that impact on instruction;
- 43 • to plan and monitor training of staff;
- 44 • to develop and monitor school budget;
- 45 • to create and maintain a safe and orderly school environment;
- 46 • to oversee the formation of teams, in team based schools, within given parameters;
- 47 • to perform all other responsibilities assigned by this contract to the ILT.

1 All schools will operate under an ILT by January 1, 1998. Schools may elect to adopt an
 2 Instructional Leadership Team prior to that date by a 2/3 vote of the bargaining unit
 3 members at the school and with the agreement of the principal. Schools not defined as team
 4 based will use the ILT composition defined in paragraph 2, below.

5 The principal and all teachers shall implement decisions of the ILT when it acts within the
 6 scope of its authority and in compliance with applicable laws, regulations, contractual
 7 requirements and Board policies. Discipline of teachers or other staff and other personnel
 8 matters shall not be handled by the ILT, except as provided in this agreement.

9 b. ILT's in Non Team Based School

10 In non-team based schools, the Instructional Leadership Team shall include:

- 11 • the principal,
- 12 • up to two assistant principals,
- 13 • one parent representative from the LSDMC,
- 14 • one non-teaching staff member,
- 15 • the Federation Building Representative, and
- 16 • other teacher members, as follows:

17 At the elementary level:

- 18 • lead teachers serving as level leaders,
- 19 • other lead teachers serving the whole building,
- 20 • one elected representative for special education, if there are five or more special
 21 education teachers but no lead teacher has been selected,
- 22 • one elected representative of the specialists, librarian and educational support
 23 personnel assigned to the school if five or more, and
- 24 • additional teachers elected by level and/or department, as necessary, to bring teacher
 25 membership to 50% of the team.

26 At the middle school:

- 27 • lead teachers serving as interdisciplinary team leaders,
- 28 • subject area leaders,
- 29 • other lead teachers serving the whole building,
- 30 • one elected representative for special education, if there are five or more special
 31 education teachers but no lead teacher has been selected,
- 32 • one elected representative of the specialists, librarian and educational support
 33 personnel assigned to the school if five or more.

34 At the high school:

- 35 • the subject area leaders in math, communication arts, social studies, science, foreign
 36 language, fine arts, vocational education, and special education,
- 37 • other lead teachers serving the whole building,
- 38 • one elected representative of the specialists, if five or more, and
- 39 • one elected representative of the librarian and educational support personnel, if five or
 40 more.

41 However, any school may decide, by majority vote of the teachers at the school and the
 42 agreement of the principal, to organize its ILT by teams, in whole or in part, as long as
 43 teachers not assigned to teams are represented. Where there are no lead teachers serving a
 44 level, department, team, or subject area, the teachers of that level, department, team, or
 45 subject area shall elect a representative to the ILT.

46 Specialists include art, music, physical education, health, drama, dance, and building
 47 substitutes. Educational support personnel includes counselors, school social workers and
 48 school psychologists.

49 The parent representatives shall be selected by the parent representatives on the school's
 50 LSDMC. Non-teaching employee representatives shall be elected by the non-certificated staff
 51 of the school.

52 c. Operation of ILT

- 1 1. ILT Voting Procedures
- 2 The ILT will determine how it will make decisions. Decisions of the ILT shall be made
- 3 when a quorum of ILT members are present. A quorum shall be 51% of the members of
- 4 the ILT and shall include the principal.
- 5 2. Faculty Approval of ILT Decisions
- 6 At any school which adopts an Instructional Leadership Team as described above, the
- 7 Teacher Building Committee shall be eliminated. However, faculty approval of the ILT's
- 8 recommendations, by majority vote unless otherwise indicated, shall be required for
- 9 the following decisions. These areas are:
- 10 • use of instructor assistants serving the school as a whole, under ¶220.6 and
- 11 ¶220.7.d,
- 12 • lesson plans under ¶220.12,
- 13 • distribution of instructional supply funds under ¶240.3,
- 14 • extra-curricular activities plan under Appendix A, Schedule E, Note H,
- 15 • adoption of a new program focus or other major change in the school's program
- 16 (2/3 vote),
- 17 • submission of Ohio Venture Capital proposals (80%),
- 18 • approval of ESEA Title I Schoolwide Project (2/3 vote),
- 19 • application for Professional Practice School status (2/3 vote),
- 20 • Local School Behavior Plan (2/3 vote).
- 21 Teachers shall elect faculty liaisons to parent organizations and teacher representatives
- 22 to the LSDMC.
- 23 3. ILT Subcommittees
- 24 The ILT may appoint subcommittees to assist in carrying out its responsibilities,
- 25 including developing policies and procedures listed above. However, the ILT shall act
- 26 on the reports and/or recommendations of any subcommittees. Where the contract
- 27 calls for consultation with TBC, the ILT shall substitute. Such subcommittees may
- 28 include non-ILT members.
- 29 4. ILT Agendas and Minutes
- 30 The principal and a teacher representative, selected by the teacher members of the ILT,
- 31 shall jointly prepare an agenda for ILT meetings. The agenda shall be distributed to all
- 32 teachers and staff 24 hours prior to each regular ILT meeting; and minutes shall be
- 33 taken and distributed to all teachers, LSDMC members, and staff within three days.
- 34 The minutes shall include all decisions made by the ILT.
- 35 d. ILT Training
- 36 The Board and the Federation shall provide training to all schools adopting an ILT, after
- 37 consultation with the schools regarding their needs.
- 38 Further, the parties shall provide assistance and mediation if the members of an ILT so
- 39 request or if the parties agree that an ILT is having difficulty working together or making
- 40 decisions.
- 41 e. Policies and Practices
- 42 Policies and practices which are implemented at the building level shall not be inconsistent
- 43 with the terms of this contract.
- 44

- 1 f. Parallel Structures
- 2 No other structure shall be established by the administration or the teachers to supersede or
- 3 parallel the ILT.
- 4 The remainder of this section has no force or effect after January 1, 1998.
- 5 2. Teacher Building Committee
- 6 a. Purpose
- 7 A Teacher Building Committee (TBC) shall be established in each school (except those schools
- 8 utilizing the Instructional Leadership Team (ILT) structures), which shall meet monthly to
- 9 discuss and to make recommendations with respect to the implementation and interpretation
- 10 of this contract, educational policies and programs in the building, and other matters relating
- 11 to terms and conditions of employment.
- 12 b. Election
- 13 The members of the TBC shall be elected annually in a secret ballot election conducted by the
- 14 Federation. The number of members shall not exceed nine. Any bargaining unit member
- 15 may vote for or serve on the TBC. The TBC chairperson shall be elected by secret ballot by
- 16 the TBC.
- 17 c. Agenda
- 18 The TBC shall provide an agenda at least twenty-four hours in advance of a scheduled
- 19 meeting.
- 20 d. Meetings
- 21 The TBC shall convene at other reasonable times upon request of the principal or the TBC.
- 22 e. Policies and Practices
- 23 Policies and practices which are implemented at the building level shall not be inconsistent
- 24 with the terms of this contract.
- 25 f. Parallel Structures
- 26 No other structure shall be established by the administration or the teachers to supersede or
- 27 parallel the TBC, except in schools utilizing ILT's. It is understood that the principal may
- 28 meet with department heads, grade level representatives, or with the entire faculty. Special
- 29 committees may be established only to deal with topics that are not within the purpose of the
- 30 TBC as defined in Par. 1, above. The TBC shall appoint the teacher representatives to
- 31 building level multi-constituency committees.
- 32 g. Resource Persons
- 33 Either the principal or the TBC may bring to any meeting resource persons whenever
- 34 necessary. In matters which affect duties of other employees in the building or unit, TBC
- 35 should request a representative of the affected employees to participate in the deliberations of
- 36 the TBC on that matter.
- 37 h. Local School Decision Making Committee
- 38 In each school, the TBC shall appoint the teacher representatives to the Local School
- 39 Decision Making Committee for the ensuing school year by the end of each school year. If
- 40 changes occur in the staff over the summer, the TBC shall make additional appointments by
- 41 the end of the first week of school. If the TBC fails to make appointments by the end of the

1 dates specified, CFT shall name temporary teacher representatives to the LSDMC until the
 2 TBC appointments are made.

3 On any multi-school committees established by the Board which include teacher
 4 representatives, such representatives shall be appointed by the TBC from each of the schools
 5 involved.

6 i. Parent Organizations

7 The TBC shall contact the PTA, PTO, PTSO, or other parent organization at the school and, if
 8 the organization so desires, shall designate one to three teachers to serve as faculty liaison.
 9 Such representative(s) shall strive to maintain good communications between teachers and
 10 parent organizations and shall not be required to accept any other committee or activity
 11 assignments at the school.

12 j. Special Groups

13 At the request of a Federation representative for school psychologists, speech therapists, pre-
 14 school teachers, visiting teachers, S.L.D. tutors, substitute teachers, or auxiliary services,
 15 their appropriate administrator shall meet monthly to discuss the terms and conditions of
 16 this contract. Either the Federation representative or the administrator may bring resource
 17 people to this meeting.

18 k. Assistance to TBC's

19 The Board and Federation shall provide assistance, which may include training and
 20 mediation, to any principal and TBC which request help in reaching decisions they are
 21 required to make by this agreement.

22 **¶160**

GENERAL

23 1. Long Range Planning

24 The Board and the Federation agree that long range planning shall be essential for an efficient and
 25 effective education program in the Cincinnati Public Schools. Any committee established by the
 26 Board for such purpose shall include representation from the Federation, appointed by the
 27 Federation.

28 2. Academic Freedom

29 Academic Freedom shall be guaranteed to teachers, and no arbitrary limitations shall be placed on
 30 study, investigation, presentation and interpretation of facts and ideas concerning man, human
 31 society, the physical and biological world, and other branches of learning, subject only to accepted
 32 standards of professional responsibility and to the Board's responsibility to govern the public
 33 schools.

34 3. Personal Life

35 A teacher's personal life shall not adversely affect his/her employment status unless his/her
 36 teaching effectiveness is clearly impaired thereby. Within the framework of this section, teachers
 37 shall not be intimidated in their work by non-staff groups or individuals.

38 4. Residency

39 Teachers shall live where they choose. The Federation and the Board agree that teachers' residency
 40 within the school district is desirable and, therefore, it is understood that the Board may, in its sole
 41 discretion, establish and enforce policies giving preference to new appointees who either are
 42 residents of the school district or commit themselves to move into the district.

43 5. Temporary Contract Alteration

1 A specific provision of this contract may be temporarily suspended or altered only upon the written
2 consent of both parties.
3

1 6. District Funding of Schools

2 The Board shall allocate to schools for the 1997-98, 1998-99, 1999-2000 school years, a
 3 percentage of total district general fund budget equal to or greater than the percentage allocated to
 4 schools for the 1996-97 school year. As long as its total general fund revenues equal or exceed
 5 1996-97 revenues, the Board shall allocate to schools, through the 1999-2000 school year, a total
 6 amount that equals or exceeds the total funds allocated to schools for the 1996-97 school year.

7 For purposes of this provision, revenues shall not include any second June Tax Advance received
 8 during any fiscal year.

9 School budgets shall be charged the average salary and benefits per FTE for each job classification
 10 in its budget.

11 7. Commitment of Parties to a Balanced Budget

12 The Board and Federation acknowledge their commitments to educate the children of the District
 13 within a balanced budget and to work cooperatively to achieve these goals.

14 **¶170 PROFESSIONAL DEVELOPMENT**

15 1. Career in Teaching Program

16 The CFT and the Board are both committed to improving the profession of teaching. A profession
 17 offers opportunities for professional growth, involvement in decision making, communication and
 18 collaboration, and increased responsibilities and accountability. By implementing change in the
 19 organization of schools, teachers will have the opportunity to take on greater responsibilities which
 20 will bring with it greater status, higher salary, opportunities to collaborate, as well as leadership
 21 roles to improve instruction and student achievement. The parties also view a career ladder as a
 22 way to give incentives to attract and keep quality teachers in the profession. To this end, the
 23 parties have established the Career in Teaching Program.

24 a. Levels and Advancement

25 (1) The Career in Teaching Program shall include four career development levels:

26 Level I Intern: A teacher remains an intern until a satisfactory evaluation, but
 27 must successfully complete internship in two years. An intern is subject
 28 to non-renewal after one year and shall be non-renewed if the two-year
 29 internship is not successfully completed.

30 Level II Resident: A teacher who has successfully completed internship or is
 31 exempted by the program guidelines and has not met the criteria
 32 outlined for a career teacher.

33 Level III Career: A teacher who has met the criteria for a continuing contract.

34 Level IV Lead: Lead teachers are selected from the career teacher level and have
 35 met additional criteria established by the plan. Lead teachers shall
 36 accept assignments, including teaching assignments, meeting the
 37 district's instructional needs. Advancement to the level of Lead Teacher
 38 shall not be automatic. The number of Lead Teacher positions available
 39 shall be determined annually by the needs of the district, but shall be at
 40 least 10% of the bargaining unit, subject, however, to agreement of the
 41 parties on the availability of funds, on the program budget, and on the
 42 distribution of lead teacher positions for each year. Lead teachers' duties
 43 may include the following: consulting teachers, curriculum specialists,
 44 staff development specialists, demonstration teachers, subject leaders,
 45 level leaders, interdisciplinary team leaders, program facilitators.

1 Lead teachers shall have the right to return to the same schools and to
 2 the same or similar assignments without loss of seniority. Lead teachers
 3 shall receive stipends above their salary as career teachers. Such pay, in
 4 recognition of the additional time worked and additional responsibilities,
 5 shall be negotiated by the parties, pursuant to the Career in Teaching
 6 Program Agreement.

7 A teacher shall be considered for designation as a lead teacher and for
 8 any lead teacher role, notwithstanding the current staff racial balance at
 9 the school of his/her current assignment.

10 (2) Advancement to the career teacher level shall be available to all teachers who meet the
 11 established criteria. Any career teacher with 5 years experience, at least 3 of which are
 12 in Cincinnati Public Schools, shall have the opportunity to apply and be assessed for
 13 the position of lead teacher.

14 (3) The Career in Teaching Program shall be extended to other position classifications such
 15 as counselors, psychologists, visiting teachers, librarian and teacher librarian.

16 (4) The Career in Teaching program is committed to having the credentialed lead teachers
 17 reflect the diversity in the district's teaching staff. Efforts shall continue to recruit all
 18 eligible candidates to apply for credentialing.

19 b. Career in Teaching Agreement

20 The Career in Teaching Program shall be governed by the Career in Teaching Program
 21 Agreement, also referred to herein as the "plan," which is reprinted as Appendix D.

22 c. Career in Teaching Panel

23 A six member Career in Teaching Panel shall be appointed by CFT and the Board. The term
 24 of each member shall be no longer than 3 years. There shall be co-conveners, one appointed
 25 by the Federation and one appointed by the Superintendent. The Federation shall appoint
 26 lead teachers to serve as members of the Career in Teaching Panel as the terms of the current
 27 members expire. The Panel will oversee the assessment process, credential the lead teachers
 28 and recommend additional roles and responsibilities for lead teachers, but will not assign
 29 lead teachers to positions. The panel has the authority to make procedural decisions
 30 necessary to implement the plan; to interpret and apply provisions of the plan; but not to
 31 amend the plan.

32 d. Funding

33 The Board will allocate \$1.1 million each school year or an amount annually agreed to by the
 34 parties pursuant to the Career in Teaching Program Agreement. The CFT and Board agree to
 35 mutually seek funding to supplement the planning and implementation of the plan, including
 36 the funding of additional Lead Teacher positions.

37 2. Cincinnati Teachers Professional Development Fund

38 The Board and Federation seek to encourage ongoing professional development through
 39 participation in professional organizations, conferences, continuing education, sabbaticals, and
 40 other professional growth activities. Therefore, the parties have created the Cincinnati Teachers'
 41 Professional Development Fund (CTPDF).

42 a. Joint Committee

43 The Cincinnati Teachers Professional Development Fund shall be governed by a joint panel
 44 comprised of an equal number of teachers appointed by the Federation and administrators
 45 appointed by the Superintendent.

46 The committee will determine guidelines, criteria, and application procedures for professional
 47 development activities referred to in paragraphs b, and c below.

1 In any procedures which involve rating or evaluating proposals, teachers shall be in the
2 majority. Communications regarding the Cincinnati Teachers' Professional Development
3 Fund shall be sent on letterhead, bearing its name and indicating that the fund is a
4 cooperative undertaking of the Board and the Federation.

5 b. Conference/Convention Fund

6 The Board shall establish a professional conference/convention fund and deposit annually
7 \$175,000. These funds may be used for travel, lodging, registration fees, substitute coverage,
8 and food.

9 c. Summer Professional Development Opportunities

10 \$150,000 shall be set aside to provide summer professional development opportunities,
11 beginning with Summer, 1995. Guidelines and application procedures shall be established
12 by the Professional Development Panel.

13 The Professional Development Fund Committee may require recipients to provide a report or service
14 to the district as a result of their participation. At the end of each quarter, the Committee shall
15 report, using district records, the recipients, the activities funded, and the cost of each activity.

16 The Panel shall seek to provide equitable opportunities for use of the funds to teachers in various
17 teaching fields and levels. In its guidelines, the committee may reserve funds annually for program
18 priorities.

19 3. Educational Initiatives Panel

20 The Board and Federation recognize their responsibility to promote positive change and reform in
21 the Cincinnati Public Schools in order to improve educational results. The parties agree that
22 partnership between teachers and administration is vital to the development and implementation of
23 sound educational policies and programs. Therefore, the Educational Initiatives Panel (EIP) shall
24 serve as a strategic planning team responsible for educational reform in the district. The Panel will
25 be composed of an equal number of administrators appointed by the Superintendent and teachers
26 appointed by the Federation. The Superintendent and the Federation President shall co-chair the
27 panel.

28 The EIP will monitor the progress of current initiatives, plan new programs, support and encourage
29 local school improvement and restructuring efforts. Board of Education approval may be required
30 for some programs or initiatives.

31 The Superintendent and the Federation President shall annually evaluate the previous year's work
32 and then establish priorities for the work of the EIP. These priorities shall be on the agenda for the
33 first meeting of the school year, no later than October 1. The Panel shall establish any necessary
34 internal operating guidelines. The EIP shall be responsible to communicate regularly with its
35 constituents.

36 a. Joint Committees

37 Committees which relate to instructional policies and practices, or those whose work will
38 impact on terms and conditions of employment shall be established as joint committees by
39 the EIP. The EIP shall review annually the existence of joint committees. Each joint
40 committee shall have Co-Chairs, one designated by the administration and one designated by
41 the Federation. Committees shall have at least as many teachers as administrators. Teacher
42 representatives shall be appointed by the Federation. The parties recognize the importance
43 of parent and community participation in developing programs and the EIP will seek
44 representatives from parents, community, and other employee groups, as appropriate.

45 The EIP will monitor joint committees which currently exist and take action on their reports,
46 with the following exceptions: Peer Review Panel, Career in Teaching Panel and Appeals
47 Panel, Teacher Allocation Committee, Employee Benefits Committee, Professional Practice
48 School Panel, Cincinnati Teachers Professional Development Panel, and the Health & Safety
49 Committee.

1 When a committee has been charged with making recommendations to the Superintendent,
 2 the Superintendent shall respond to the committee stating his/her intentions regarding the
 3 report.

4 The Board and the Federation are committed to race and gender balance and will seek
 5 appropriate balance on joint committees as well as representation by teaching fields, grade
 6 levels and/or professional roles.

7 b. State and Federal Funds

8 The EIP shall review programs supported by state and federal grants and approve plans
 9 regarding the best educational use of these funds. Funds shall include ESEA Title I and Title
 10 VI programs, Impact Aid, and Educational Mobility Funds, as well as other state and federal
 11 grants which may become available to the district. The EIP may establish committees in
 12 regard to specific programs referred to above. These committees shall be established in
 13 conformity with the state and/or federal requirements for stakeholder participation in
 14 program design.

15 4. Curriculum Councils

16 Curriculum Councils are elected bodies established by the Federation to represent teachers in the
 17 various subject areas as well as support service professionals. Curriculum Councils will work
 18 cooperatively with the Department of Quality Improvement and other appropriate administrative
 19 units to develop and maintain high quality curriculum, assessment instruments and practices, and
 20 select and/or create high quality teaching materials. Curriculum Councils will provide teachers,
 21 through the Federation, for textbook selection committees and for development or revision of
 22 curriculum and assessment instruments.

23 Councils also provide a vehicle for teachers to communicate among themselves about effective
 24 teaching practices, research and other new developments in their disciplines, communicate with
 25 professional organizations in their disciplines and with external agencies which impact on teachers
 26 or can assist teachers in their work. Councils are encouraged to plan professional development
 27 activities for their constituents.

28 Each Curriculum Council shall have a chairperson, which shall be a lead teacher position. The
 29 Chairperson shall be selected by the Council's Steering Committee and approved by the Director of
 30 Quality Improvement.

31 The Board will provide routine clerical services and supplies through the Quality Improvement
 32 Department to support the work of the Councils. Further, a pool of one hundred (100) days of
 33 released time for professional development activities, conferences, or other legitimate activities of
 34 the Councils will be made available to them. Procedures for use of such professional days shall be
 35 established by the Federation President and the Director of Quality Improvement.

36 In addition, each Council shall have the opportunity to send one elementary delegate and one
 37 secondary delegate, one of whom shall be the Chairperson or designee, to the national convention
 38 of the professional organization for that discipline, funded by the Professional Development Fund.
 39 The Fund's expense and reporting guidelines shall apply.

40 The Curriculum Council Chairpersons shall together constitute the Interdisciplinary Council; the
 41 Director of Quality Improvement shall meet quarterly, at least, with the Interdisciplinary Council to
 42 discuss the district's instructional programs and act, as needed, to improve quality. Further, the
 43 Department of Quality Improvement shall designate a liaison to each of the Curriculum Councils
 44 for ongoing communication. Resolutions of Curriculum Councils may be presented to the EIP after
 45 having been reviewed by the Interdisciplinary Curriculum Council. The EIP shall respond to the
 46 resolution within 45 days.

47 5. Professional Practice Schools

48 The Board and Federation are committed to the implementation of Professional Practice Schools
 49 (PPS) in partnership with the University of Cincinnati College of Education. Goals of the program
 50 include improving the quality of teacher training and increasing the pool of minority applicants for
 51 CPS teaching positions. The PPS Panel shall set the terms of the partnership between CFT, CPS,

1 and UC, consistent with this contract. The PPS Panel shall establish rules governing changes in
2 assignments and additional assignments for Graduate Student Interns.
3

1 Graduate Student Interns

2 Graduate Student Interns (GSI) assigned to Professional Practice Schools shall be CPS employees.
 3 Contract provisions governing recognition, Federation rights, teacher day, professional
 4 responsibilities, class size, teaching conditions, student discipline as well as grievance procedures
 5 regarding the above sections shall apply. Provisions governing teacher placement and transfer,
 6 evaluation, certification and contracts, discipline and dismissal do not apply. (The provisions of the
 7 contract that apply to interns shall be listed here.). Rather, the evaluation, continuation or removal
 8 of Graduate Student Interns shall be governed by program guidelines determined by the PPS Panel.

9 The school's PPS team and the principal have the right to remove an intern from his/her position.

10 Graduate Student Interns shall be paid up to 50%, but no less than 25% of the salary of a Class II
 11 teacher with no previous experience. The Professional Practice Schools Panel shall determine a
 12 specific salary by a 2/3 vote prior to September 1 of each school year. They shall be entitled to the
 13 benefits provided to any other .5 employee, except any health insurance shall be provided through
 14 the University of Cincinnati. As CPS employees, they are subject to the same screening as all new
 15 employees. GSI positions shall not be counted for the purpose of determining staff racial balance.

16 Once a vacancy at a school has been identified as an intern position, it shall remain so until
 17 released by the PPS Panel. If no Graduate Student Intern is available, a contract teacher may be
 18 placed in the vacancy, but will be displaced from the position at the end of the school year.

19 If a school's teacher allocation is reduced, the PPS intern position shall be retained and set aside for
 20 placement of PPS interns. However, any GSI positions within an area of certification subject to
 21 reduction in force shall be eliminated before a teacher within that area of certification is subject to
 22 reduction in force.

23 Except by agreement of the parties to the contract, the number of positions identified for use by
 24 PPS interns shall not exceed 50.

25 6. Budget Commission

26 The Superintendent and the Federation President shall appoint a CPS Budget Commission to:

- 27 a. Ascertain what percent of the budget is spent on instruction and other direct services to
- 28 students vs. administrative, logistical and support services.
- 29 b. Recommend what those percentages should be in future years.
- 30 c. Recommend a budget annually to the Superintendent, effective FY 1995-96.
- 31 d. Monitor district and school spending compared to budget, effective 1994-95.
- 32 e. Monitor CPS revenue and pursue additional revenue at local, state, and federal levels and
- 33 ensure that CPS pursues available grants that support its priorities and programs.

34 7. Teacher and Staff Development

35 a. Training for multi-age classes and "looping"

36 Before any school or level implements a multi-age or looping model, teachers who accept
 37 assignment to such classes shall be offered appropriate training. The content and scheduling
 38 of such training shall be reviewed by the EIP.

39 b. Time for Training

40 The Board shall provide several options to accommodate the amount of time necessary for the
 41 training required by the district. One such option shall allow up to four days on which
 42 students shall be released early consistent with state requirements for meeting the minimum
 43 student school day.
 44

1. Teaching Outside Area of Certification

No teacher shall be required as a condition of employment to teach outside his/her area of certification.

2. Renewal of Certificate

Teachers who have a certificate on file in the Human Resources Office which needs to be renewed shall be informed by the administration of the necessity to renew in January of the year of renewal.

3. Re-Employment of Limited Contract Teachers

Limited contract teachers who are re-employed shall be offered contracts before the close of the school term.

4. Contract Renewal

A contract shall be considered automatically renewed unless notification is given by April 30, except that supplementary contracts shall terminate upon completion of the assigned duties and payment therefore, and are not subject to notification to the employee of non-renewal.

5. Continuing Contracts

Each teacher who has completed three years of full-time satisfactory service under contract with the Cincinnati Public Schools during the previous five years upon re-employment shall be offered a continuing contract, provided that teacher holds a valid eight-year Professional Ohio Teaching Certificate. A teacher who has held a continuing contract in another school district in Ohio shall become eligible for a continuing contract after serving a two-year period in the Cincinnati Public Schools, provided that teacher holds a valid eight-year Professional Ohio Teaching Certificate.

A teacher may waive his/her right to be considered for a continuing contract by stating in writing to the Human Resources Director that s/he does not wish to be considered for a continuing contract. Such a declaration shall preclude a teacher being considered for a continuing contract for the following school year. The teacher shall be considered for a continuing contract for a subsequent school year only after s/he submits another declaration to the Human Resources Director requesting a review of his/her eligibility by November 1.

Full-time personnel with multiple job contracts shall be permitted to apply for a continuing contract in the field of choice, provided they work at least one-half time in that field.

A teacher's continuing contract shall not be withheld due to delay in receiving transcripts from a college or university provided the teacher supplies official documentation that the necessary courses have been successfully completed and is in good standing with the college or university.

6. Year of Service

A year of service for regular, full-time contract teachers shall be a minimum of 120 days of full-time employment within a given school year. A day of service for regular, full-time contract teachers shall be a minimum of seven hours.

7. Continuing Contracts for Non-Classroom Teachers

Employees serving in the position classifications of counselor, librarian, psychologist, teacher-librarian, school nurse, and visiting teacher, upon meeting the above criteria as they apply to the aforementioned positions, shall be offered a continuing contract, upon re-employment in their current positions. No employee, however, shall hold a continuing contract for more than one position concurrently.

1 In the event an employee holds a continuing contract for one position classification and is offered a
2 continuing contract for a second position classification, the employee shall have a one time option
3 to select which continuing contract is to be in effect.

4 If an employee previously held a continuing contract as a classroom teacher during the current
5 period of employment in the Cincinnati Public Schools and is reduced in force from a second
6 position classification for which s/he holds a current continuing contract, the employee shall have
7 the option of waiving the current continuing contract and reverting to the former continuing
8 contract status as a classroom teacher. In the event the employee is reinstated to the position
9 classification from which s/he was reduced in force, the employee shall have the option of selecting
10 which continuing contract is to be in effect.

11 8. Notice of Separation

12 Consistent with state statutes, teachers should notify the Board of their separation from service, for
13 any reason, no later than July 10. Teachers providing notice between July 11 and September 15
14 shall have 3 days sick leave deducted from their accumulated sick leave. Teachers contemplating
15 separation from the district will be exempt from this provision providing they have notified the
16 Personnel Branch of the possibility of their separation in writing prior to July 10, and have notified
17 the Board by August 15 of their separation.

18 **210**

TEACHER EVALUATION

19 1. Evaluation

20 a. Orientation

21 Before teachers are evaluated they shall receive an orientation to the Evaluation process.
22 The evaluator shall, prior to conducting an initial observation, introduce himself/herself to
23 the teacher and explain his/her purpose for being there.

24 b. Ratings

25 Teachers shall be evaluated as outstanding, very good, satisfactory, marginal, or
26 unsatisfactory.

27 c. Standard Evaluation Form

28 There shall be one (1) standard evaluation form used for evaluation of classroom teachers
29 which shall be provided to teachers in the orientation.

30 d. Who Administers the Evaluation

31 The principal or assistant principal or consulting teacher shall be responsible for
32 administering the evaluation process. The individual who performs or assists in the
33 evaluation of a teacher shall be competent to do so. Teachers assigned to non-public schools
34 and teachers assigned to three or more schools may be evaluated by a program
35 administrator, if any, or by a consulting teacher, as agreed by the parties.

36 e. Demonstration of Teaching Techniques

37 The evaluator shall demonstrate or have demonstrated teaching techniques in the teacher's
38 class or in a classroom situation with comparable instructional needs upon the request of the
39 teacher.

40 f. Observation Reports

41 The evaluator shall, as a part of the evaluation process, list the date, time, place, and subject
42 of observations made with the classroom teacher which are used as the basis of the
43 evaluation. It is recognized that the observation reports for non-classroom teachers may not
44 be specific as to date, time, and place because the report may include observations of

1 activities occurring over a period of time. However, such reports shall specify the type of
2 activity observed.
3

g. Less-than-Satisfactory Ratings

Before a teacher may be given a less-than-satisfactory rating, the evaluator(s) must:

- (1) have made at least six (6) observations (either individually or cumulatively) of the teacher's performance, sufficient in length to justify the conclusions;
- (2) have consulted with the teacher being observed;
- (3) have provided the teacher with written suggestions for improvement which are reasonable; and
- (4) provide written reasons for such decision after a final consultation with the teacher.

h. When Teachers May Be Evaluated

A teacher may be evaluated:

- (1) during the teacher's first year of service
- (2) during the teacher's third year of service unless the teacher received a continuing contract after undergoing evaluation during the second year
- (3) during the teacher's fifth year of service
- (4) the year preceding issuance of a continuing contract
- (5) the year preceding the teacher's eligibility for a salary increment at step 17, step 22, or step 27 of Salary Schedule C. #
- (6) when the teacher has been administratively transferred and teaching performance has been rated as less than satisfactory
- (7) when the teacher has been assigned to a different subject area. For this purpose a change in subject area shall be defined as one or more of the following:
 - (a) at the secondary level, change to a different subject area under a different certificate
 - (b) change from an E.S.E.A. pull-out program to a regular elementary assignment
 - (c) change between special education and regular education
 - (d) change between vocational education and regular education
- (8) when the teacher has been assigned to a different position classification.

For teachers in their 17th, 22nd, or 27th year, satisfactory performance for 1996-97 shall be determined as follows. The principal shall conduct two observations of at least 30 minutes. At least one such observation shall be announced in advance. At least one post-observation conference will be held with the teacher following the observations. Following the two observations, the principal shall: 1) confirm the observations using the prescribed form and indicate that the lessons or other work observed was satisfactory or 2) meet with the teacher to develop an Action Plan to correct any problems identified during the observations or 3) refer the teacher to the intervention process if the principal believes the teacher exhibits serious deficiencies.

If the principal chooses to meet with the teacher to develop an Action Plan, the problem observed and the corrective plan shall be recorded on the prescribed form and the teacher shall be afforded a reasonable and appropriate time period in which to implement the plan. However, no later than April 15, the principal shall either complete the form confirming that two observations were conducted and the teacher's performance was satisfactory or refer the teacher to the intervention process.

1 (9) when the teacher's principal has concerns about the teacher's performance. The
 2 principal shall inform the teacher in writing of his/her concerns for the evaluation. The
 3 principal shall refer the teacher to the Peer Review Panel to be considered for the
 4 Intervention Component of the Peer Assistance and Evaluation Program.

5 Twenty working days after the PRP receipt of a request for investigation, the principal
 6 and teacher shall receive written notification of the intervention decision, unless the
 7 PRP extends due to extenuating circumstances. Consulting teacher caseloads shall not
 8 be considered extenuating circumstances. If the PRP is late, the principal can choose
 9 administrative appraisal.

10 (10) when a teacher receives an overall less than satisfactory rating on his/her performance
 11 evaluation summary, the teacher may be continued on evaluation for the following
 12 school year under the same evaluation process, peer or administrative. In the case of
 13 interns or teachers in intervention under PAEP, such continuation is subject to PAEP
 14 guidelines.

15 (11) Effective as soon as a new teacher evaluation process is developed and approved by the
 16 parties, a teacher not otherwise evaluated during the previous four (4) years shall
 17 undergo a formal evaluation during the fifth year since his/her last formal evaluation.
 18 For this purpose, successful assessment or reassessment for lead teacher status shall
 19 be defined as a formal evaluation.

20 This fifth year evaluation shall be conducted using the abbreviated evaluation process
 21 to be developed by the Federation and the Board (See 210.1.o), except where the
 22 teacher has been referred for intervention or on administrative appraisal during the
 23 previous four years.

24 A teacher who is rated less than satisfactory at the conclusion of the abbreviated
 25 evaluation process shall be referred to the Peer Review Panel to be considered for
 26 intervention. No teacher shall be dismissed solely because of a less than satisfactory
 27 rating in the abbreviated process.

28 (12) If a teacher is not subject to a formal evaluation during a school year, the principal
 29 shall conduct an annual observation of the teacher. In advance, the principal must
 30 identify for the teacher the week in which the observation will occur. This observation
 31 shall be at least 30 minutes and a post observation conference will be held. Following
 32 the observation, the principal shall 1) confirm the observation using the prescribed
 33 form indicating that the lessons or other work observed was satisfactory or 2) meet with
 34 the teacher to develop an Action Plan to correct any problems identified during the
 35 observations or 3) follow the steps required by the Peer Assistance and Evaluation
 36 Program to refer the teacher to intervention if the principal believes the teacher exhibits
 37 serious deficiencies.

38 i. Teacher Request for Evaluation

39 Principals shall conduct an evaluation upon receipt of a written request from a teacher.

40 j. Use of Evaluation

41 The observation and evaluation process shall be carried out with the full knowledge of the
 42 teacher and shall not be used in a manner inconsistent with the purpose of evaluation.

43 k. Special Assistance for Newly Assigned Teachers

44 Special assistance shall be given to newly assigned teachers using such resources as can be
 45 provided by the principal, the consulting teacher, and other personnel.

46 l. Teacher's Copies of Reports

1 Each teacher shall be given a copy of all report forms and supportive documents forthwith,
2 following each observation.
3

- 1 m. Deadlines for Final Written Evaluations
- 2 The final written evaluation reports for teachers rated less than satisfactory shall be
 3 completed and submitted to the Human Resources Office no later than the 2nd Friday in
 4 March. In the case of a recommendation of non-renewal arising out of the evaluation process
 5 only, the evaluator's recommendation of non-renewal of a limited contract shall be given to
 6 the teacher not later than the 2nd Friday in March. All other evaluation reports shall be
 7 completed and submitted by May 15. Copies of all evaluation materials shall be furnished to
 8 the teacher evaluated prior to placement in the teacher's personnel file. The teacher shall
 9 have the right to attach a written comment to the report. In the event the teacher is to be
 10 terminated, the Board shall advise the teacher in compliance with the Ohio Revised Code.
- 11 (See exception regarding mid-year dismissal, 210.p.(8))
- 12 n. Appeal with Respect to Non-Renewal
- 13 Teachers who receive notice of a recommendation for non-renewal as a result of an evaluation
 14 shall have the following appeal rights:
- 15 1. Teachers evaluated through the PAEP shall have the appeal rights specified in the Peer
 16 Review Guidelines; and
 17 2. Teachers not evaluated as part of the PAEP shall have those appeal rights from an
 18 administrative recommendation for non-renewal specified in the Teacher Evaluation
 19 Manual.
- 20 A limited contract teacher with less than five consecutive years of satisfactory or better
 21 service shall be entitled to a written notice of the Superintendent's recommendations not to
 22 re-employ the teacher and such notice shall be given to the teacher no later than the first
 23 Monday in April and shall include a statement of the reasons for the Superintendent's
 24 decision.
- 25 In addition, any teacher who receives a written notice of the intention to terminate or not re-
 26 employ the teacher shall have the rights specified in 300.3.e, f, or g.
- 27 o. Revision of Standards and Criteria
- 28 Board and Federation representatives have developed a new teacher evaluation process
 29 pursuant to June 27, 1994 and May 7, 1996 agreements between the parties. The new
 30 process shall be field tested during the 1996-97 school year as determined by the joint
 31 Teacher Evaluation Committee, which shall make final recommendations no later than May
 32 1, 1997. The new process, criteria and instruments shall be implemented for the 1997-98
 33 school year.
- 34 In addition, the Board and Federation shall designate representatives no later than October
 35 1, 1997 to work toward the development of a new competency based evaluation and pay
 36 plan.
- 37 p. Peer Assistance and Evaluation Program
- 38 The Board and the Federation established a Peer Assistance and Evaluation Program to
 39 improve the quality of teaching in the Cincinnati Public Schools. PAEP has two components:
 40 (a) Internships designed to assist and evaluate teachers during their first year of service in
 41 the district; and (b) Intervention, intended to assist experienced teachers who exhibit serious
 42 teaching deficiencies. Intervention shall be reserved for teachers who have completed three
 43 or more years of service in the district.
- 44 (1) Life of Program
- 45 The Peer Assistance and Evaluation Program (PAEP) shall continue from year to year
 46 unless either the Board or Federation gives notice to the other party by June 1 of its
 47 intention to terminate the program effective the following school year.
 48

- 1 (2) Peer Review Panel
- 2 The Peer Review Panel (PRP) shall serve as the governing body of the program, shall
 3 select consulting teachers and shall determine program guidelines consistent with
 4 terms of the Collective Bargaining Contract and Board policy. The panel shall be
 5 responsible for administering the budget of the Peer Assistance and Evaluation
 6 Program. It shall consist of an equal number of teachers appointed by the Federation
 7 and administrators appointed by the Superintendent.
- 8 The PRP shall review the program guidelines every two years.
- 9 (3) Scope of Program
- 10 The Peer Assistance and Evaluation Program shall be available in all teaching fields
 11 and ESP categories. Up to 20 consulting teachers (FTE's) shall be assigned by the Peer
 12 Review Panel depending on caseloads arising each school year. Additional consulting
 13 teachers, if needed, may be funded through the Career in Teaching Program budget.
 14 Part time consulting teachers shall be utilized to serve certain teaching fields where
 15 there is not a sufficient caseload for a full-time position.
- 16 (4) Caseload for Consulting Teachers
- 17 Caseload of full-time consulting teachers shall be limited to 14. Each second year
 18 intern and intervention teacher will count as 1.5 in their caseload.
- 19 (5) Term for Consulting Teachers
- 20 Consulting teachers shall serve in the position for a maximum of 2 years.
- 21 (6) Applicants for Consulting Teachers
- 22 Applicants for consulting teacher positions may not be on the administrative leadership
 23 eligibility list. However, a teacher may remove his/her name from the leadership
 24 eligibility list in order to apply. A consulting teacher may not be appointed to an
 25 administrative position while serving as a consulting teacher and for one full school
 26 year after serving as a consulting teacher.
- 27 (7) Stipend
- 28 Consulting teachers are lead teachers. The PRP shall consider any lead teacher
 29 applicant(s) who is properly certificated for an available consulting teacher position.
 30 However, if no lead teacher applies, the PRP may select an otherwise qualified
 31 applicant who is not a lead teacher.
- 32 Consulting teachers shall receive lead teacher stipends consistent with the CTP
 33 agreement. However, a consulting teacher who is not a lead teacher shall receive an
 34 annual stipend of \$3000. This stipend is intended to compensate consulting teachers
 35 for conferences, inservice activities, practicum, and other professional duties related to
 36 the position, including 5 additional days before or after the school year.
- 37 (8) Mid-Year Dismissal
- 38 If an intern teacher is rated less than satisfactory and is continued as an intern for the
 39 following school year, s/he may be dismissed, if, based on the December interim
 40 report, the evaluator rates the teacher unsatisfactory and recommends dismissal. In
 41 the PAEP, such recommendations for dismissal prior to the end of the school year must
 42 be approved by the PRP. In such cases, the teacher shall have the rights afforded to a
 43 limited contract teacher facing non-renewal for performance reasons under the
 44 Collective Bargaining Contract. Dismissal under this provision shall not afford the
 45 teacher the due process rights under O.R.C. 3319.16.
 46

215

DISCIPLINE AND DISMISSAL

1. Right to a Conference

Before a teacher has a written reprimand placed in his/her official personnel file or personnel file maintained at the building level or before a teacher receives an administrative transfer, suspension without pay for a period not to exceed three (3) days, or a written notice of dismissal, the teacher, upon request, shall have a conference during which the circumstances shall be explored. In cases of an administrative transfer, suspension without pay for a period not to exceed three (3) days, or notice of dismissal, the administrator shall notify the teacher of his/her right to have such a conference. The teacher shall be entitled to be accompanied by a Federation representative or another employee of the teacher's choice. If the conference results in discipline, the reasons for the discipline shall be reduced to writing and given to the teacher following the conference.

2. Notice and Site of the Conference

Disciplinary conferences may be held either at the Education Center or at the school. The teacher shall receive at least three (3) days notice of the conference.

3. Conference Timing

The conference shall precede the discipline as stated in Paragraph (1) above except in extreme circumstances where removal from duties may need to precede such conference.

4. Rights under State Law

If the conference results in an administrative recommendation of dismissal, the affected teacher shall have the rights afforded him/her under state law, except where the parties have established specific rights and procedures which are provided in lieu of statutory proceedings.

5. Suspension Without Pay

As a form of disciplinary action, the Board may suspend a teacher without pay for a period not to exceed three (3) days. However, a teacher may file a grievance challenging the suspension.

220

TEACHING ASSIGNMENTS

1. Change in Assignments Defined

A change in assignments shall be defined as a change in a teacher's team assignment or, for teachers not assigned to teams, as a change in a teacher's level and/or subject area within a building or unit.

2. Certification

A teacher shall be assigned classes according to his/her certification.

3. Vacancies in Buildings

Vacancies are subject to assignment within the building using the procedure below before any vacancies are posted districtwide. After teaching assignments within the building are determined, remaining vacancies, if any, shall be posted districtwide.

4. Assignment to teams

In team based schools, including middle schools with interdisciplinary academic teams, the ILT will annually determine the number of teams at each level. A teacher who wishes to change teams must submit his/her request in writing to the team leader prior to February 25. A teacher at the school who is not currently assigned to a team may also submit a written request to the team leader to fill a vacancy on the team by February . Teams shall submit their recommendations to the ILT by March 1 regarding filling of vacancies. The ILT shall either approve the team's recommendations or reject the recommendations in whole or in part, and inform the team of its objections and/or concerns. If its recommendations are not approved, the team shall reconvene,

1 consider the ILT's objections and/or concerns and submit final recommendations by March 10.
2 The ILT will determine team assignments and so notify teachers by March 31. Each team shall
3 organize and schedule classes within the team.

4 Vacancies which occur after initial assignment to teams shall be subject to assignment procedures
5 above.

6 5. Non-Team Assignments

7 The following provision applies to all teaching assignments at non-team based schools and to non-
8 team assignments in team based schools.

9 Principals are expected to confer with departments regarding assignments for the following school
10 year, including when assignment changes become necessary or vacancies occur.

11 Principals shall direct each department in secondary schools and primary, intermediate, and
12 special education departments in elementary schools to separately meet for the purpose of
13 recommending teaching assignments for the following school year. A teacher who desires to
14 change departments must submit his/her request, in writing, to the lead teacher or department
15 chair by February 10. Departments shall submit their recommendations to the principal prior to
16 March 1, taking into account special qualifications which may be necessary for magnet program
17 positions. Secondary departments shall also take into account experience and qualifications that
18 may be needed for particular courses. Department members shall strive for consensus in making
19 recommendations to the principal. However, any teacher may indicate, in writing to the principal,
20 his/her disagreement with the recommendations. Where a magnet program exists or is created
21 within a neighborhood school, the teachers in that program shall meet to recommend assignments
22 following the procedures outlined above.

23 The principal shall either:

- 24 a. Approve the recommendations of the department, or
- 25 b. Decline to approve the recommendations in whole or in part and inform the department
26 members of his/her objections or concerns. The department shall then reconvene, consider
27 the principal's objections and/or concerns and report their final recommendations to the
28 principal by March 10.

29 The principal shall then determine the schedule and notify teachers of their tentative
30 assignment before the last day of school.

31 However, the principal may decide after considering department recommendations (and
32 disagreement of individual teachers, if any), to post a vacancy on a districtwide basis. In this
33 event, the principal shall communicate to the teacher, in writing, why s/he believes the
34 teacher does not possess training, experience, or individual qualifications appropriate for the
35 assignment.

36 If, among applicants for the vacancy, training, experience, and individual qualifications are
37 substantially equal, seniority shall control the choice, provided that the placement is
38 consistent with the racial balancing of the staff.

39 The principal or designee shall determine the teaching assignments in consultation with the
40 ILT.

41 6. Assignment Changes

42 a. Elementary Schools

43 Changes in assignments after the initial notification may be necessary due to changes in
44 enrollment (schoolwide or grade level) or program offerings. When such changes become
45 necessary prior to the beginning of the school year, the principal shall notify teachers in
46 writing of the change at the teacher's summer address, including the reasons therefore.
47

- 1 b. Secondary Schools
- 2 Assignment changes after the initial notification may be necessary due to changes in
- 3 enrollment, student optioning, program offerings or problems which arise in creating the
- 4 master schedule. In such cases, the principal or assistant principal shall consult with the
- 5 department chairperson before making assignment changes. Principal or assistant principal
- 6 shall notify the affected teachers at their summer address(es) of the change and the reasons
- 7 therefore.
- 8 c. Timing for Changes in Assignment
- 9 Assignment changes after the beginning of the school year shall occur only for reasons of
- 10 change in pupil enrollment or program offerings. Such changes during the first academic
- 11 term shall be completed within three weeks of the beginning of the school year. All other
- 12 changes shall take place at the beginning of the quarter and the affected teachers shall be
- 13 notified by the sixth week of the previous term.
- 14 7. Teacher Day
- 15 a. Length of Work Day
- 16 The teacher work day shall be no more than four hundred twenty (420) consecutive minutes
- 17 per day, including a duty-free lunch period of thirty (30) minutes.
- 18 b. Preparation Time - Elementary Teachers
- 19 Elementary K-6 teachers shall be assigned preparation and/or conference time of 255
- 20 minutes per week.
- 21 The Federation and Board agree that all elementary students should have regular instruction
- 22 by art, music, and physical education specialists, except pursuant to 145.9. While such
- 23 instruction is scheduled, the regular classroom teacher shall have a preparation and/or
- 24 conference period. Effective with the beginning of the 1994-95 school year, every elementary
- 25 school shall have certificated P.E., art, and music specialists who are non-load bearing. The
- 26 Board shall assign sufficient specialists so that each K-6 student shall receive instruction
- 27 from each specialist. While such instruction is scheduled, the regular classroom teacher
- 28 shall have at least three preparation and/or conference periods. In addition, each elementary
- 29 teacher shall be assigned at least one additional 30 minute preparation/conference period
- 30 weekly during the students' school day.
- 31 Elementary team and level leaders may be assigned additional preparation periods, but no
- 32 more than twice the number of preparation periods assigned to other teachers at their level.
- 33 c. Elementary Library Session
- 34 Except as provided for in 145.2, when an elementary class is taken to the library for the
- 35 presentation of a regularly scheduled lesson by the teacher-librarian, the class teacher shall
- 36 be authorized to use the time for preparation and/or conference. However, if the teacher has
- 37 otherwise been scheduled for the required minutes of preparation time, the principal may
- 38 assign the teacher to participate with the class in the library.
- 39 d. Instructor Assistant Schedule
- 40 IA's who work directly for a team of teachers will be scheduled by the team. IA's who serve
- 41 the school as a whole, if any, shall be scheduled by the ILT (or by the principal if the school
- 42 has no ILT). IA's shall not be diverted from classroom assignments called for in the adopted
- 43 schedule, except in emergencies or for supervisory duties, determined as follows:
- 44 It is the intent of the district that non-teaching supervisory duties should be assigned to non-
- 45 teaching personnel and every effort shall be made to do so. Such duties shall include

1 monitoring bus arrivals or departure or student boarding, monitoring the cafeteria,
 2 playground, hallways or student restrooms.

3 The ILT shall assign supervisory duties utilizing non-teaching staff to the extent possible
 4 before any teachers are assigned those duties. In schools without an ILT, the TBC shall
 5 submit to the principal its priorities as to which non-teaching duties should be assigned to
 6 non-teaching staff before any teachers are assigned those duties. To the extent possible, the
 7 principal shall assign duties as recommended by staff.

8 If an insufficient number of non-teaching personnel impedes the assignment of supervisory
 9 duties to non-teaching personnel, the school may request additional instructor assistant time
 10 from the Teacher Allocation Committee, except to the extent that the Board has already
 11 allocated to team based schools a share of the overload funds available to the committee.

12 These provisions do not relieve teachers of the responsibility to assist in the enforcement of
 13 school rules and in the maintenance of decorum and discipline required for instruction

14 e. Daily Schedule - 7th, 8th and Junior High 9th Grade Teachers

15 For teachers of grades 7, 8, and for 9th grade teachers at Dater, the daily schedule shall
 16 consist of not more than a homeroom and 280 minutes of classroom instruction. Such
 17 teachers shall be assigned to teach no more than six class periods per day and shall be
 18 assigned no less than 225 minutes per week of preparation and/or conference time or one
 19 class period daily, whichever is greater. At middle schools, Dater, and 7-12 schools this
 20 preparation and/or conference time shall not be assigned outside the limits of the (students')
 21 school day.

22 f. Interdisciplinary Teams - Middle Schools

23 At neighborhood middle schools, the interdisciplinary team shall have a maximum of 5
 24 teachers for 150 students, providing instruction in communications arts, reading,
 25 mathematics, science, and social studies. Teachers assigned to such teams shall be assigned
 26 no more than five periods of instruction and one period daily for preparation and/or
 27 conferences, or the equivalent. In addition, the team shall be assigned one period daily for
 28 interdisciplinary team planning, student advisement and/or tutoring. Other teachers at such
 29 schools may be assigned up to six periods of instruction and one period for preparation
 30 and/or conferences, or the equivalent. For team based neighborhood middle schools,
 31 paragraph h, below, shall apply.

32 g. Daily Schedule - High School Teachers

33 For high school non-vocational teachers, the daily schedule shall consist of not more than a
 34 homeroom and 280 minutes of classroom instruction.

35 (1) Where the school is organized on a seven (7) 50 minute class period schedule, each
 36 non-vocational teacher will be assigned no more than five (5) regular classes and one
 37 period for preparation. During the remaining period, a teacher may be assigned to
 38 study hall (for up to one period per week or the equivalent amount of time during the
 39 school year) or to tutoring, including tutoring for proficiency tests, or may volunteer for
 40 other student activities with the approval of the principal, for up to three (3) periods per
 41 week or the equivalent amount of time during the year. The remaining two (2) periods
 42 per week shall be reserved for preparation or conferences. However, at team based
 43 schools, the remaining periods may be used to meet requirements for team planning
 44 periods, as provided in h., below

45 (2) Where the school is organized on a six (6) class period schedule of 55-minute class
 46 periods, each non-vocational classroom teacher will be assigned no more than five (5)
 47 regular classes and one (1) period for preparation.

48 (3) Where the school is organized on an eight (8) class period schedule, each non-
 49 vocational classroom teacher will be assigned no more than six (6) regular classes and
 50 one (1) period for preparation. This form of organization shall be used only for magnet
 51 schools or programs with unique requirements.

- 1 (4) High schools may adopt schedules different from the three options above, provided the
 2 schedule is recommended by the ILT (or TBC and principal agreement) and approved
 3 by a 2/3 vote of the entire faculty, after presentation of the proposed schedule to the
 4 faculty at least five working days prior to the vote.
- 5 (5) All teachers in grades 9-12 shall be assigned no less than 225 minutes per week of
 6 preparation and/or conference time or one class period daily, whichever is greater.
 7 This preparation and/or conference time shall not be assigned outside the limits of the
 8 students' school day.
- 9 h. Team Planning
- 10 At team based schools, the ILT shall adopt a schedule in which teachers assigned to a team
 11 are scheduled for one class period daily or the equivalent amount of time during the week for
 12 team planning, if possible, but no less than 3 class periods/week. The Board shall not be
 13 required to employ additional teachers solely to comply with this provision.
- 14 i. School Day
- 15 The daily schedule shall be determined by the ILT (or principal/TBC agreement).
- 16 j. Leaving School or Work Center
- 17 Teachers may leave the school or work center with the approval of the principal or his/her
 18 designee. Approval shall not be unreasonably withheld.
- 19 k. Number of Preparations - Secondary Teachers
- 20 Teachers (7-12) shall not be assigned more than three preparations in each marking period,
 21 including one quarter course. In the event that the principal is unable to schedule classes in
 22 compliance with this provision, the principal may, after consultation with the teacher and the
 23 department chair involved, schedule additional preparations by distributing them in an
 24 equitable manner, including the academic level of the classes assigned, within a department.
- 25 A preparation is defined as a grade level designation or a specific course within a subject
 26 area, requiring a separate textbook and/or specific "curriculum bulletin."
- 27 l. Art, Music, and P. E. Specialists
- 28 No elementary art, music, or physical education specialist shall be assigned to more than two
 29 schools (this does not include elementary instrumental music teachers). Any teacher
 30 assigned to more than one school shall have non-classroom duties at only one school. The
 31 time allowed for travel shall not be during the 30-minute duty-free lunch period.
- 32 m. Pupil Breakfast Programs
- 33 Teachers shall not be required to participate in any pupil breakfast program unless it is
 34 within the four hundred twenty (420) minutes.
- 35 n. Traveling Teachers
- 36 At schools where, because of facility limitations, all teachers do not have a classroom of their
 37 own, the ILT (or TBC and principal) shall jointly develop and implement guidelines to
 38 accommodate traveling teachers. The affected teachers shall be represented in the process.
 39 These arrangements shall include, at minimum, providing such teachers with desks and a
 40 secure place to store instructional materials and personal possessions.
- 41 8. Professional Responsibilities
- 42 a. General Responsibilities

1 The instructional responsibility includes the daily preparation for effective teaching to district
 2 promotion, credit granting standards, or graded courses of study, including defining teacher
 3 goals in terms of the learner, having a wide knowledge of methods, including classroom
 4 management techniques from which selection may be made, making effective use of
 5 instructor assistants for classroom instruction, and using evaluative techniques that are
 6 consistent with those goals. Teachers are expected to adhere to professional standards in
 7 regards to attendance and punctuality, grooming, professional growth and renewal,
 8 collaboration and cooperation with other personnel. However, these responsibilities are only
 9 one element of the total professional task. Responsibilities, some of which require time
 10 beyond the school day, as defined in Paragraph (7) of this section, that are considered part of
 11 the contractual assignment are:

- 12 (1) Parent and student conferences to report and evaluate pupil progress. The parties
 13 agree that involving parents in the school and with their children's education, including
 14 regular communication with parents, is very important to student success. Teachers
 15 are encouraged to develop and implement a plan for maintaining contact with parents
 16 regarding student progress. Parents are encouraged to contact teachers if they have
 17 concerns about student progress. However, neither parents nor other visitors shall be
 18 permitted to interrupt class or come to a teacher's room during class time unless they
 19 have made an appointment with the teacher. Parents and other visitors shall be
 20 required to check in at the school office.
- 21 (2) Conferences with other teachers and administrators regarding students.
- 22 (3) In non-team based schools, except in emergencies, inservice and staff meetings to
 23 improve the instructional program shall be held on Mondays, and there shall be no
 24 more than two (2) building wide staff meetings per month. Business faculty meetings
 25 shall last no longer than one (1) hour except in emergencies. However, meetings
 26 scheduled specifically for inservice training or on the first day of the teacher work year
 27 may exceed one hour. Inservice shall be planned in consultation with the faculty.

28 In team based schools, business staff meetings shall be held on Mondays. Other staff
 29 meetings and professional development planned and approved by the school's ILT shall
 30 be held on Mondays or other days, if approved by the ILT and a two-thirds (2/3) vote of
 31 the faculty.

32 Teachers may also be required to attend four districtwide inservice or subject area
 33 meetings per year which shall be scheduled on Mondays. Reasonable advance notice
 34 shall be given to teachers expected to attend.

35 At secondary schools, the work day may be extended up to two additional Mondays per
 36 month for departmental, grade level, parent or student conferences, or other
 37 professional meetings at the school level, scheduled with the teacher.

- 38 (4) During the school year, the annual open house and the annual school orientation
 39 meeting, if any.
- 40 (5) Committee assignments and student activities which do not require an extensive
 41 amount of time beyond the school day shall be distributed equitably by the principal
 42 after consultation with the ILT/TBC. Committees shall be consistent with the
 43 provisions of ¶150.1.f and ¶150.2.f. No teacher shall be required to accept more than
 44 two committee assignments functioning at any one time at the building level. No
 45 teacher shall be required to accept more than one (1) student activity sponsorship
 46 functioning at any one time.

47 b. Activities Not Considered in Evaluation

48 While teachers may participate in other activities beyond the school day not referred to above
 49 and in additional activities, such other or additional activities are voluntary, and shall not be
 50 a consideration in the evaluation process.

51 c. Activities Receiving Additional Compensation

1 It is recognized that certain specified activities which require an extensive amount of time
 2 beyond the school day receive additional compensation beyond the regular salary schedule.
 3 Those activities which are recognized for additional compensation are indicated on Salary
 4 Schedule E, for Athletic Activities and Extra Curricular Activities.

5 9. School Calendar

6 The school calendar for the school year(s) shall reflect student session days, record reporting day(s),
 7 professional meeting day(s) and paid/unpaid holidays.

8 *Student Session Days* 181

9 Days in which instruction of students takes place for no less than the minimum
 10 requirements of state statutes. These days shall include three (3) one-half (1/2) days
 11 per year which shall be used for record reporting on the last one-half (1/2) day of the
 12 first, second, and third terms. Three (3) school days per year in which classes are
 13 dismissed one-half (1/2) day early or the equivalent amount of time during a different
 14 number of days for the purpose of individualized parent-teacher conferences may be
 15 scheduled. Schools may elect to schedule parent conferences in the evening and
 16 release teachers for an equivalent amount of time on a non-student session day. Use
 17 of this option shall require approval by a two-thirds majority vote of the faculty,
 18 conducted jointly by the principal and Federation building representative.

19 *Professional Meeting Days* 2

20 The opening day and the last day of school without students for the purpose of
 21 preparing for the opening and closing of school.

22 *Paid Holidays* 8

23 Eight (8) days considered as a part of the work year that employees are not required to
 24 report.

Total School Year **191**

25 10. Checkout Day

26 On the last day of school, the checkout procedure shall be expedited by the principal. Teachers
 27 who opt to be paid on the last day of school shall receive their checks upon completion of the
 28 checkout.

29 11. Monthly Calendar

30 The adopted school calendar shall be printed at Board expense in the "monthly" form presently
 31 used. Each member of the bargaining unit shall receive one (1) such copy of this printed calendar.

32 12. Evaluations of Instructor Assistants

33 Classroom Instructor Assistants shall be evaluated by the teacher(s) they assist in the classroom. If
 34 an IA is assigned to a teaching team, the team members shall complete the evaluation. If an IA is
 35 assigned to more than one teacher, but not to a team, the two teachers in whose classes the IA
 36 spends the most time shall jointly complete the evaluation. The Board shall provide an orientation
 37 to teachers who will conduct such evaluations.

38 IA's who serve the school as a whole, if any, shall be evaluated by the principal.

39 13. Preparation for Instruction

40 Teachers shall be required to show evidence of daily preparation for instruction including lesson
 41 plans in a format determined by the ILT. Written lesson plans shall include an adequate statement
 42 of the purpose(s) of the lesson, the activities to be used to achieve the stated purpose, and the
 43 means to be used in evaluating whether the purpose has been achieved. Where objectives or

1 activities for lessons are contained in the teacher edition of assigned textbooks or in adopted
 2 curriculum bulletins, teachers will not be required to duplicate or copy such information, but may
 3 make reference to such information in abbreviated form. Teachers shall not be required to
 4 complete any other form describing their daily lessons other than the teacher's lesson plan. Career
 5 and lead teachers shall not be required to submit lesson plans to the principal or designee except
 6 during a classroom visit or on an individual basis where the principal has concerns about the
 7 teacher's instructional program.

8 Teachers shall be responsible for providing direction to Instructor Assistants assigned to their
 9 classrooms.

10 A common record of interdisciplinary team planning for middle school interdisciplinary academic
 11 teams shall be maintained. The format of these records shall be recommended by the TBC and
 12 approved by the principal.

13 Each teacher shall provide emergency lesson plans for inclusion in substitute folders. The format
 14 and contents of the folder shall be recommended by the TBC and approved by the principal,
 15 including procedures for periodically updating the folder.

16 **§230** **TEACHER ABSENCE**

17 1. Professional Meetings

18 In addition to leave available through the Professional Development Fund as described in Section
 19 §170 Paragraph (2b), the Superintendent or his/her designee may approve leave for teachers to
 20 attend professional conferences and meetings. Substitute coverage and payment of expenses may
 21 be provided.

22 2. Availability of Sick Leave Allowance

23 a. Accrual of Sick Leave

24 Pursuant to Section 3319.141 of the Ohio Revised Code, all full-time teachers shall accrue
 25 sick leave at the rate of one and one-fourth (1-1/4) day per month for each year under
 26 contract. "Full-time" shall be defined as one hundred ninety one (191) days or more of
 27 service for at least seven (7) hours per day. Teachers who render less than full time, per diem
 28 or hourly service, shall accrue proportionate amounts of sick leave for the time actually
 29 worked. Unused sick leave shall be cumulative without limitation. Sick leave shall be
 30 credited fractionally and accrued in accordance with the Ohio Revised Code.

31 b. Availability of Sick Leave

32 The amount of sick leave available during any pay period shall not exceed the amount at the
 33 beginning of the pay period.

34 c. Accumulation of Sick Leave

35 No sick leave shall be accumulated for a teacher in pay status of less than one (1) day in any
 36 pay period or less than eight (8) hours in any pay period.

37 d. Attendance Incentive

38 Any teacher who has 96 percent overall attendance for a school year shall have 1 day of sick
 39 leave added to his/her accumulated sick leave at the end of the school year. For this
 40 purpose, only absence due to sick leave or leave without pay shall be included in calculating
 41 the teacher's attendance rate.

42 3. Sick Leave Advance

43 Any teacher whose sick leave is exhausted shall receive an advance of five (5) days in the pay period
 44 in which loss of pay would otherwise occur. Said advance shall be charged against the sick leave
 45 s/he subsequently accumulates. Only one (1) such advance shall be granted until all sick leave

1 advances have been repaid. Any balance of advanced sick leave remaining to an employee's credit
2 at separation shall be deducted from the employee's final paycheck. In addition to the advance of
3 five (5) days referred to above, a teacher is eligible for an advance up to an additional fifteen (15)
4 days of sick leave in the pay period(s) in which loss of pay would otherwise occur subject to the
5 following conditions:

6 a. STRS Disability Applicants

7 If an employee seeking a sick leave advance is also an applicant for STRS disability
8 retirement benefits, the Board may require the employee to sign an agreement that s/he will
9 repay the sick leave advance within six years if s/he is not reinstated as a Board employee.
10

- 1 b. Paying Back Advanced Sick Leave
- 2 Said additional advance shall be charged against sick leave the teacher subsequently
- 3 accumulates. However, a maximum of 10 of the 15 sick days a teacher accrues annually
- 4 shall be applied to the repayment of the sick leave advance.
- 5 c. Yearly Limits
- 6 No more than one (1) such advance shall be granted in any year from July 1 through June
- 7 30.
- 8 d. Repayment before Teacher Accrual
- 9 No more than one (1) such advance shall be granted unless the teacher has accrued
- 10 sufficient sick leave to repay any additional sick leave advanced.
- 11 e. Balance at Separation
- 12 Any balance of advanced sick leave remaining to a teacher's credit at separation shall be
- 13 deducted from the teacher's final paycheck.
- 14 If an employee dies prior to returning from sick leave and repaying the advance, the Board
- 15 may seek to recover the amount owed from the estate or the Board may deduct the amount
- 16 owed from any salary or benefits payable to the employee.
- 17 f. Approval of Advance
- 18 Such additional advance shall be made upon the written application of the teacher
- 19 accompanied by a physician's statement showing the necessity of such additional advance
- 20 and the written approval of the Superintendent. Approval shall not be unreasonably
- 21 withheld.
- 22 4. Termination of Employment and Sick Leave
- 23 a. Retaining Sick Leave Upon Termination
- 24 A teacher who leaves the employ of the Board shall retain his/her accumulated sick leave for
- 25 ten (10) years from the date of termination of his/her last contract.
- 26 b. Credit for Previous Employment upon Re-Employment
- 27 A teacher re-employed by the Board who, since leaving the employ of this Board, has been
- 28 employed by other boards of education or by state, county, or municipal governments of Ohio
- 29 shall receive full credit for sick leave accumulated both in the prior employ of the Board and
- 30 in the employ of other agencies listed above as shown in the records of the last employing
- 31 organization in accordance with the Ohio Revised Code.
- 32 c. Credit for Previous Employment upon Initial Employment
- 33 Any teacher being employed by the Board who has been in the service of another board of
- 34 education or state, county, or municipal government of Ohio shall receive full credit for the
- 35 sick leave accumulated in this previous service as shown in the records of the last employing
- 36 organization in accordance with the Ohio Revised Code.
- 37 Employees hired January 1, 1997 or after, shall not be eligible for conversion upon
- 38 retirement of sick leave earned with another Ohio public employer. When such employees
- 39 use sick leave, pursuant to ¶230.2, they shall first use the sick days earned with the other
- 40 Ohio public employer(s) until 50% of such sick leave is exhausted. Thereafter, when sick
- 41 leave is used, the Board shall alternately deduct 1 day of leave earned with the district and 1
- 42 day of leave earned with other employers.
- 43

1 5. Limitations and Requirements for Sick Leave Allowance

2 a. Restrictions on Sick Leave Allowance

3 No salary payment for days of absence under sick leave provisions shall be made to any
4 teacher except as provided in subsequent paragraphs.

5 b. Use of Sick Leave

6 A teacher may use sick leave for absence due to personal illness, injury, pregnancy, exposure
7 to contagious diseases which could be communicated to others and for absence due to
8 illness, injury, or death of the teacher's immediate family. However, a teacher may use one
9 day of sick leave per year for absence due to observance of a religious holiday.

10 (Immediate family includes: parent, step-parent, child, spouse, sister, brother, grandparent,
11 grandchild, parent-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, aunt,
12 uncle, nephew and niece.)

13 c. Procedure for Using Sick Leave

14 For an absence resulting from the aforementioned causes chargeable to sick leave, the
15 prescribed form of the Board must be completed and is subject to administrative approval.
16 This form shall accompany the advice of change in payroll which is signed and submitted by
17 the principal or the person in charge.

18 d. Maternity/Paternity/Adoptive Leave

19 A teacher may use up to 30 days sick leave for absence due to the routine care and bonding
20 with a newborn or newly adopted child.

21 6. Frequent Absence

22 When a principal is concerned about a teacher's use of sick leave, the principal should confer with
23 the teacher to determine whether the district can assist the teacher with any problem that may be
24 causing or contributing to the teacher's absence. The principal may inform the teacher of the
25 Employee Assistance Program (EAP) and/or other services. Depending upon circumstances, this
26 section should be invoked before §§ 7 or 8 below.

27 7. Medical Explanation

28 A teacher who has used ten (10) or more sick leave days during a school year may be required to
29 provide a medical explanation or a physician's statement justifying the absence. Otherwise, s/he
30 may be required to visit the EAP or a similar service. Any consultation with or services provided by
31 EAP shall be confidential, between the teacher and the EAP counselor.

32 8. Abuse of Sick Leave

33 At any time the principal has reasonable suspicion that a teacher is abusing any claimed sick leave,
34 the principal may require the teacher to present evidence that his/her use of sick leave is
35 legitimate, or may give the teacher a written warning which shall include reasons for the suspicion
36 of abuse. The teacher may choose to present evidence that his/her use of sick leave is legitimate
37 to the EAP or similar service. In that event, the EAP shall verify to the Board if the teacher's use of
38 sick leave is legitimate but shall not reveal the specific conditions or reasons, without the
39 employee's consent, unless otherwise required by law.

40 If the principal is not satisfied with the evidence presented, s/he may refer the matter to the
41 Director of Human Resources. If the Director has reasonable suspicion that the teacher is abusing
42 sick leave, the teacher may be required to visit the EAP or be examined by a Board designated
43 physician.

1 Abuse of sick leave may result in suspension of pay for up to three days as provided in ¶215.5 or in
 2 suspension or discharge pursuant to ORC ¶3319.141.

3 The Board and the Federation shall jointly inform teachers of the proper interpretations of
 4 provisions of this article and of provisions of the Ohio Revised Code pertinent to sick leave. The
 5 Federation does not condone any abuse of sick leave.

6 9. Return to Work

7 If a teacher expects to be absent for an extended period, the teacher shall provide to the principal
 8 an estimated date of return. After 10 consecutive days of absence, a teacher shall provide the
 9 principal with an estimated date of return, unless the teacher is incapacitated.

10 10. Extended Absence Due to Personal Illness

11 If a teacher has been absent due to personal illness continuously for more than fifty-nine (59) days
 12 or is expected to be absent for such period due to personal illness and after consultation with the
 13 teacher, s/he shall be in unassigned sick leave status until his/her sick leave days have been
 14 exhausted or until the end of his/her current employment year, whichever is later, at which time
 15 s/he shall be placed on leave of absence or separated pursuant to applicable regulations and
 16 statutes. For purposes of this section, "current employment year" is defined as the year beginning
 17 August 1 and ending July 31, during some part of which the teacher has actually rendered service.
 18 A satisfactory teacher with more than one (1) year of service shall have the right to return to the
 19 position the ensuing school year.

20 No advance of sick leave for the ensuing school year shall be granted to a teacher in unassigned
 21 sick leave status.

22 Nothing in this section shall be construed to preclude a teacher from returning to active
 23 employment from unassigned sick leave status.

24 11. Death in Family

25 Teachers shall be allowed up to three (3) days of absence chargeable to sick leave for death in the
 26 immediate family or a permanent member of the household. Additional days may be allowed,
 27 chargeable to sick leave, upon approval of the Superintendent or his/her designee.

28 12. Personal Leave

29 Teachers may take up to three personal leave days. Personal leave shall be granted upon
 30 notification to the principal two days prior to leave on Tuesday through Thursday and ten days
 31 prior to leave on Monday or Friday, the day preceding or following a recess or holiday, or any day in
 32 May or June; except in cases of emergency.

33 It shall be the responsibility of the principal and ILT/TBC to jointly develop a plan regarding the
 34 number of teachers who may be out on personal leave (excluding emergency personal leave) on
 35 Monday, Friday, days preceding or following a recess or holiday, or any day in May or June.

36 Any unused personal leave days shall be converted to sick leave on July 31. For any teacher who
 37 leaves the Board's employ during the school year, unused personal leave days shall be converted to
 38 sick leave upon separation.

39 Three (3) personal leave days shall be available for teachers who are employed before January 1 in
 40 the school year from August 1 through July 31.

41 Any teacher employed between January and March 31 shall be allocated one (1) day for personal
 42 leave purposes.

43 Any teacher employed after March 31 shall not be allocated any days for personal leave.

44 13. Military Leave Not to Exceed Thirty-One (31) Days

1 Any teacher may, at any time upon application and approval thereof, be granted a leave of absence
 2 for military service not exceeding thirty-one (31) days in one (1) calendar year as specified in
 3 Section 5923.05, Ohio Revised Code. If the teacher's military pay during such a period of absence
 4 is less than his/her regular pay would have been for such period, s/he shall be paid by the Board
 5 the difference between his/her regular pay and his/her military pay for such period. In
 6 determining the teacher's military pay for the purpose of this section, allowances for travel, food,
 7 housing or uniforms shall not be considered, but any other pay or allowance of whatever nature,
 8 including longevity pay, shall be considered.

9 14. Extended Military Service

10 A teacher who leaves his/her position to serve in the armed forces of the United States, as defined
 11 by law (Ohio Revised Code 3319.14) shall be considered to be on special leave of absence; and s/he
 12 shall be entitled to return to the service of the Cincinnati Public Schools under the terms of
 13 pertinent statutes, except that said teacher must return to service with the schools before one (1)
 14 year has elapsed from date of discharge. Upon such return, the teacher shall be returned to service
 15 in the school without loss of professional or financial status.

16 15. Non-Compensated Leaves of Absence

17 a. Personal Illness or Illness in Immediate Family

18 Upon proper application and verification thereof, a teacher, except those employed in non-
 19 contract positions, shall be granted a leave of absence without pay for personal illness or
 20 illness on the part of the teacher's immediate family for the current school year.

21 b. Study and Peace Corps

22 Upon proper application and approval thereof, a contract teacher with three (3) years of
 23 satisfactory service may be granted a leave of absence for study, Peace Corps or exchange
 24 teaching in a school outside the Cincinnati Public School system when such teaching is
 25 clearly in the interest of Cincinnati Public Schools. A contract teacher may be granted
 26 additional leaves of absence, without pay, of like duration for such purposes upon completion
 27 of additional periods of professional service of three (3) or more years.

28 c. Travel and Special Consideration Leaves

29 A teacher who has completed five (5) or more continuous years of contract status service as a
 30 member of the professional staff of the Cincinnati Public Schools, and who has attained
 31 continuing contract status, may upon recommendation of the Superintendent be granted a
 32 leave of absence without pay for travel or special purposes upon completion of additional
 33 periods of professional service of five (5) or more years.

34 d. Maternity/Parental/Adoptive Leave

35 (1) A teacher anticipating the birth or adoption of a child to the family may request a
 36 maternity/parental or adoptive leave of absence.

37 (2) A teacher desiring such leave shall send, as soon as possible, to the Human Resources
 38 Office a request for such leave which shall indicate the date desired to begin such
 39 leave. The request shall be accompanied by a statement from the physician indicating
 40 the anticipated birth of the child. In the case of a request for adoptive leave, a
 41 statement from the adoption agency may be substituted for the physician statement.

42 (3) The teacher shall, except in unusual circumstances, plan such leave to begin at a
 43 natural break in the instructional program, such as the end of a unit of study, the end
 44 of a marking period, the beginning of a vacation period, so that effectiveness of
 45 instruction may be maintained. If the conditions set forth in subparagraphs (1) and (2)
 46 above are met, the request for leave shall be granted.

- 1 (4) The date of return from such leave shall be determined by the teacher after
 2 consultation with his/her physician, where applicable, and shall be planned to coincide
 3 with a natural break in the instructional program.
- 4 (5) The Human Resources Office may require a statement from the teacher's physician
 5 stating that the teacher's health will not be jeopardized by her remaining at work prior
 6 to leave or her returning to work following leave.
- 7 (6) A maternity/parental/adoptive leave shall be for a definite period, usually the current
 8 contract year (unless the leave commences in the second, third, or fourth term of the
 9 contract year in which case it may extend, at the teacher's discretion, through the next
 10 ensuing contract year) subject to renewal for medical reasons substantiated by a
 11 physician's statement.

12 e. Public Service Leave

13 A teacher has the right to become a candidate for public office and to serve in such elective
 14 office unless there is a specific legal prohibition. Upon application, leave of absence without
 15 pay in order to run for or serve in public office shall be granted. Upon return from public
 16 service leave, the teacher shall be restored to his/her former contract status.

17 f. Duration of and Return from Leave of Absence

18 A leave of absence shall be for a definite period, usually the current contract year, subject to
 19 renewal at the discretion of the Superintendent, as provided elsewhere in this contract.

20 Return from leave of absence prior to the stipulated expiration date shall be permitted.
 21 Assignment shall be made to the first available vacancy for which the teacher is qualified.

22 A teacher returning from a leave of absence shall be placed along with surplus teachers and
 23 teachers requesting voluntary transfers, with the following exception. A teacher requesting a
 24 leave of absence shall return to the same school if the teacher so requests, and meets the
 25 following conditions:

- 26 (1) The leave is effective at the beginning of the school year and the teacher agrees to
 27 return at the beginning of the ensuing school year.
- 28 (2) The teacher requests the leave by August 1.

29 In such cases, the teacher shall be treated as a member of the staff of that school in making
 30 assignments and surplussing decisions, if any, for the ensuing school year.

31 g. Return from Disability Retirement

32 A teacher's return from disability retirement shall be governed by applicable statutes and will
 33 normally occur at the beginning of the school year following a determination by STRS that the
 34 teacher is able to return to work. However, the teacher may request to return to work during
 35 the school year. In that event, the teacher shall be placed in the next available vacancy for
 36 which s/he has the necessary qualifications, experience, and training, and, provided STRS
 37 has notified the Board that the teacher is no longer disabled. In addition, a teacher who
 38 returns to CPS service from disability retirement within 5 years, retains his/her seniority as
 39 of the effective date of the disability retirement. If the returning teacher has been on
 40 disability retirement for more than three years, s/he may be placed on evaluation, provided
 41 the teacher is notified no later than October 31.

42 16. Civil Disturbance

43 In case of a civil disturbance which occurs before the teacher leaves his/her residence for his/her
 44 assignment, the teacher should make every effort to contact the proper school authorities who will
 45 determine whether the teacher will be required to report to work. Teacher compensation shall not
 46 be affected nor shall the teacher lose any sick days or personal leave days by school closing due to

1 civil disturbances. If the teacher is re-assigned, s/he shall report to another school where no such
2 disturbance exists.

3 17. Appearance in Court

4 a. Compensation During Jury Duty

5 Employees summoned for Jury Duty shall incur no loss in pay, benefits or accrued leave. In
6 case of absence in response to a subpoena in (1) a court proceeding, or (2) an administrative
7 hearing, in which neither the teacher nor a labor organization recognized by the Board is a
8 party, the Board shall deduct from the employee's salary only the amount of any witness fee
9 or other compensation in excess of \$35 per day.
10

1 b. Compensation When Teacher or Federation is a Party
 2 In case of absence from duty for (1) a court proceeding or (2) an administrative hearing, in
 3 which the teacher or the Federation is a party, no salary shall be paid to the teacher for the
 4 period of absence, except as allowed under the appropriate section of Board policies, unless
 5 in the judgment of the Superintendent the teacher should receive pay because the court
 6 proceeding or administrative hearing arises from a justifiable line of duty action on the part of
 7 the teacher.

8 c. Subpoenas
 9 If a teacher is subpoenaed for a non-contract day, and the administration cannot provide a
 10 court substitute or arrange a continuance, the employee shall be paid at his/her daily rate,
 11 on a pro rata basis.

12 18. Federation Conventions

13 Teachers shall be given released time without loss of pay or benefits to attend Federation
 14 conventions and related conferences subject to the following limitations. The number of days
 15 annually available for conventions and conferences shall be 120. If a bargaining unit member
 16 identified by the Federation to be granted leave has attendance less than 95% due to sick leave
 17 and/or personal leave only, the Superintendent's designee for Labor Relations may notify the
 18 Federation. The leave shall still be granted, but the Federation will be assessed one-half the cost of
 19 the substitute for the leave.

20 Substitutes are included under the provisions of this section. Four additional days above those in
 21 the previous paragraph are to be available for use of substitutes.

22 The Board is not required to release more than five (5) teachers from any particular school on a
 23 given day for Federation conventions or conferences.

24 Conference leave shall not be granted during the first week of the school year unless the
 25 Federation's national convention is scheduled that week.

26 19. Assault Leave

27 a. Procedure

28 Pursuant to Section 3319.143 of the Ohio Revised Code, the Board shall provide teachers
 29 with assault leave by which a teacher who is absent due to physical disability resulting from
 30 an assault which occurs in the course of employment shall be maintained on full pay status
 31 during the period of such absence. A teacher suffering such an assault may request assault
 32 leave by furnishing a signed statement on a form prescribed by the Board.

33 Assault leave shall be granted upon approval of the request by the Superintendent. Approval
 34 by the Superintendent shall not be unreasonably withheld. The Superintendent may from
 35 time to time review the status of a teacher on assault leave so as to determine whether such
 36 leave shall continue. A teacher returning from assault leave shall be treated in the same
 37 manner as a teacher returning from sick leave. A teacher who has been on assault leave
 38 more than 45 days shall apply for disability retirement benefits from the State Teachers
 39 Retirement System or the teacher's assault leave will cease.

40 For daily rate substitutes, salary paid during an assault leave shall be paid based upon the
 41 average number of days worked per pay period during all previous pay periods, not to exceed
 42 five pay periods. The amount of assault leave paid under this provision shall not exceed 180
 43 days.

44 b. Payment for Medical Treatment

45 If medical attention is required, a certificate from a licensed physician stating the nature of
 46 the disability and its duration shall be required before assault leave can be approved for

1 payment. Falsification of either a signed statement or a physician's certificate is grounds for
 2 suspension or termination of employment under Section 3319.16 of the Ohio Revised Code.

3 c. Exclusive of Sick Leave

4 Assault leave granted under this section shall not be charged against sick leave earned or
 5 earnable under Section 3319.141 of the Ohio Revised Code. All earnings paid under this
 6 section are in lieu of workers' compensation benefits

7 **¶240**

TEACHING CONDITIONS

8 1. Faculty Meeting Decisions

9 Final action or decisions made at faculty meetings shall not be inconsistent with this contract and
 10 shall be posted on school bulletin boards or in daily/weekly bulletins.

11 2. Contributions/Donations

12 Solicitation of teachers for contributions and/or donations shall be limited to announcement of
 13 opportunities for such contributions. The Federation and the Board recognize the special
 14 importance of the United Way and United Negro College Fund and encourage every reasonable
 15 effort toward participation.

16 3. Money for Instructional Supplies

17 Funds allocated by the Board for consumable classroom materials and supplies shall be spent for
 18 that purpose. The amount allocated to each school for this purpose shall be reported to the
 19 principal and to the Federation building representative annually. Schools' expenditures for this
 20 purpose shall be reported separately under accounting procedure adopted by the Board. Funds
 21 allocated for classroom materials and supplies shall be distributed according to a plan jointly
 22 developed by the ILT (or TBC and principal) which shall be completed by the end of each school
 23 year for the following year. Funds budgeted by the Board for instructional supplies and materials
 24 shall include an allocation for speech pathologists based on twenty-five elementary students per
 25 pathologist.

26 Schools shall be directed to set aside instructional supply money using the current per pupil
 27 allocation for new staff members and for classrooms newly opened.

28 The dollar apportionment for supplies made available to the school or unit shall be made on an
 29 equitable basis systemwide.

30 4. Adequacy of Supplies

31 Supplies, equipment and instructional material necessary for the implementation of all programs
 32 and course work shall be provided to teachers for each school year. The Board shall ensure that
 33 teachers have reasonable access to copy machines at each school for the reproduction of teaching
 34 materials. The ILT (or TBC and principal) may allocate funds from their instructional supply money
 35 for consumable supplies for the copy machine. In team based schools, ILT's shall be responsible
 36 for ensuring the adequacy of supplies to each teacher.

37 5. School Budget

38 All teachers shall have the right to scrutinize the entire financial budget for their school including
 39 state and federal funds, expenditures from trust funds and any other grants or donations to the
 40 school. As soon as it is available, but no later than the end of the school year, principals shall
 41 furnish a copy of the recommended budget for the following year to the ILT (or TBC). The Budget
 42 Office shall send a copy of each school's budget for the following year to the Federation as soon as
 43 they are available, but no later than the end of the current school year.

44 6. Faculty Facilities

1 The Board shall continue its efforts to keep the schools reasonably and properly equipped and
2 maintained. School building inadequacies develop because of changes in enrollment, shifts in area
3 population, changes in educational programs, and normal depreciation and obsolescence. It is
4 recognized that at some buildings there are inadequacies, involving such facilities as: school-site
5 parking, adequate lighting in school parking lots and at school entrances; classroom, including tack
6 board, storage, and intercommunication system; teacher work areas; conference rooms; lounges,
7 and restrooms. The Board's facilities improvement plan shall include providing or upgrading the
8 above facilities to correct inadequacies and shall be implemented as financing is available. New
9 construction or major renovation of any school shall include these facilities.

10 If new telephone equipment or lines are to be installed in a school, the ILT (or principal after
11 consultation with the TBC) shall determine the location of additional phones.

12 7. Faculty Space

13 A facility shall be available to teachers during the school day where liquid refreshments may be
14 purchased. ILT (or TBC) shall determine the use of the proceeds pursuant to Board Policy #3257.3.

15 8. Intercoms/PA Systems

16 All classrooms are to be equipped with a means of direct communication with the school office.

17 An oral signal shall be given to indicate the intercom is "on". Announcements shall be made at
18 times mutually agreed upon by the ILT (or TBC and the principal).

19 The administration shall be responsible for the efficient operation of the public address system.

20 9. Telephone Calls

21 Each individual teacher receiving an emergency telephone call shall be notified of such call.

22 10. Library Funds

23 Fines collected for lost or late library books shall be returned to the school library for use in
24 expanding the collection, and shall be in addition to their regular budget allocation.

25 The administration shall provide to each school a list showing the amount of library fines collected
26 by each school and returned to each school. The principal shall furnish this information to the
27 librarian or teacher librarian, if any.

28 11. Health and Safety

29 a. Cooperation of Board and Federation

30 The Board and the Federation will cooperate in the continuing objective to eliminate
31 accidents and health hazards. The Board shall continue making reasonable provisions for
32 the safety and health of its teachers.

33 b. Grieving Hazardous Conditions

34 A teacher or group of teachers who believes that a teacher is being required to work under
35 conditions which are unsafe or unhealthy beyond the normal hazard inherent in the
36 assignment in question shall have the right to file a grievance at Level Two of the Grievance
37 Procedure for preferred handling in such procedure.

38 c. Safety Committee

39 The Board and the Federation agree to name a Safety Committee consisting of two (2)
40 members designated by the Federation, and two (2) members designated by the Board. The
41 Safety Committee will advise the Superintendent in writing in promoting safety and industrial
42 hygiene. The Board shall determine the specific means by which an alleged safety or
43 industrial hygiene condition is corrected or eliminated, including taking equipment out of

1 service. The committee will hold regular monthly meetings and may decide to conduct
2 inspections, where necessary.

3 d. Utility Failures

4 Teachers shall not be required to work under conditions that are unhealthy due to utilities
5 failure, such as power, heat, or water. The Federation shall be informed promptly when such
6 utility failures occur and of the actions the administration plans to remedy the problem.

7 e. Snow Removal

8 The Superintendent shall implement procedures for prompt removal of snow and ice from
9 school drives, sidewalks, parking lots, and entranceways.

10 f. Safety Procedures for Dangerous Materials

11 The Board shall establish and distribute to teachers safety procedures for the storage,
12 handling, and disposal of chemicals and dangerous materials, incorporating OSHA
13 standards. Further, the Board shall identify teachers to receive training regarding these
14 standards. The science/health curriculum council shall participate in the planning of such
15 training.

16 **250** **TEACHER TRANSFER PROCEDURES**

17 1. Voluntary Transfers

18 a. Honoring Transfer Requests

19 Teacher requests for transfer will be honored if positions are available and the teacher is
20 qualified for a particular vacancy, provided that the transfer is consistent with the racial
21 balance of the staff. However, a teacher who is in the intervention program or continued for a
22 second year of internship shall not be eligible for a voluntary transfer, unless approved by the
23 Peer Review Panel.

24 Teachers shall be considered for vacancies by school interview panels according to
25 procedures described in e. below. At the time a teacher is offered a position, s/he shall either
26 accept or refuse the position. If a teacher accepts a position, s/he may be required to report
27 to that assignment. However, a teacher who was surplussed from a building may return to
28 that site until the first day of the new school year. However, a surplus teacher who has
29 accepted a transfer may elect to waive his/her right to return to his/her original school and
30 to serve instead at the newly assigned school for the coming school year. In this case,
31 his/her right to return to their original school shall be extended for an additional year.

32 A teacher may refuse a voluntary transfer after accepting a position only for extenuating
33 circumstances and if it is feasible to move the replacement. Said refusal shall not prevent
34 subsequent re-application for transfer.

35 b. Vacancy Announcements, Applications and Timeline

36 There shall be two distinct transfer periods, Round 1 beginning April 1 and Round 2
37 beginning June 1. During these transfer periods, teachers may apply only for positions
38 included in the vacancy announcement for that transfer period and only positions listed in
39 these vacancy announcements may be filled.

40 Round 1

41 On or before April 1, the Board shall announce throughout the school district vacancies
42 known for the following school year as of March 20. Teachers who submit a request for
43 transfer by April 7 shall be considered for the announced vacancies.

1 Teachers applying for a transfer shall divide their requests into two priority levels. Teachers
2 may list up to three positions as Priority I choices and up to five positions as Priority II
3 choices.

4 Priority I requests are for positions to which the teacher prefers to transfer. The teacher's
5 application for each Priority I position must be considered.

6 Priority II requests are those for which the teacher may be considered if the position cannot
7 be filled by a teacher who listed it as a Priority I request.

8 A teacher who accepts a position listed on the April 1 announcement is not eligible to seek
9 another position listed on the June 1 announcement.

10 Vacancies listed in the April 1 announcement shall be filled, to the extent possible, prior to
11 May 15 of each year. All teachers who applied for a transfer by April 7 shall be notified the
12 last work day in May whether or not they received a transfer.

13 Round 2

14 On or before June 1, the Board shall announce throughout the district all vacancies for the
15 following school year which were not included in the April 1 announcement and those
16 vacancies remaining open from the April 1 (Round 1) announcement. Any teacher who does
17 not receive a transfer in Round 1 may submit a request for transfer within seven (7) calendar
18 days following that announcement.

19 Vacancies listed on this announcement must be filled, to the extent possible, and teachers
20 notified by July 1. However, if vacancies remain unfilled at the end of either transfer period,
21 requests from qualified teachers for positions posted during that period must be honored
22 before new candidates are considered.

23 On July 1, the Board will send an updated list of all vacancies to the Federation and to all
24 high schools for posting. Teachers will be informed that the July 1 update will be available at
25 all high schools, the Human Resources Office, and the Federation Office.

26 Vacancies which remain or occur after July 1 shall be filled first by surplus teachers and
27 teachers returning from leave of absence who have not yet been placed and then by new
28 employees.

29 Vacancies which occur after the school year begins may be filled by hiring. However,
30 teachers hired after the school year begins are subject to displacement at the end of the year.

31 c. Teachers Returning From Leave of Absence

32 The Human Resources Office shall mail vacancy announcements to teachers scheduled to
33 return from leaves of absence. Such teachers shall have the opportunity to apply for
34 vacancies and shall be considered along with teachers requesting transfer. Teachers
35 scheduled to return from leave of absence who are not placed by July 1 shall have priority for
36 placement along with surplus teachers.

37 d. Modification of Dates

38 The Federation President and the Human Resources Director may agree to modify specific
39 dates used in these transfer procedures to accommodate the school calendar. However, any
40 modifications must be announced before the annual process begins.

41 e. Selection Process

42 The Board and Federation agree that teachers and principals should have a greater role in
43 selecting teachers to fill vacancies. Therefore, the parties agree that such decisions shall be
44 made jointly by the principal and teachers in that department, team, or level at the school.
45 These provisions apply only to positions which serve at a single school and report to the
46 principal.

1 When vacancies occur, teachers in the department, team, primary or intermediate unit shall
 2 elect no more than four teachers in the unit, one of whom shall be the lead teacher in the
 3 unit, if any, to serve with the principal or designee as an interview panel. In team based
 4 schools, the team and the principal or designee shall constitute the interview panel, with the
 5 addition of a teacher in the same subject area as the vacancy who shall be appointed by the
 6 ILT. When vacancies occur in schoolwide positions, including elementary and middle school
 7 art, music and physical education specialists, educational service personnel, librarians and
 8 teacher-librarians, the ILT (or TBC) shall select four teachers to serve with the principal or
 9 designee as an interview panel. If fewer than three teachers remain in a team, department or
 10 unit, the ILT (or TBC) shall select additional teachers to serve on the interview panel to reach
 11 a minimum of three. The panel shall review any relevant written information provided by the
 12 applicant or by the principal, and interview preferred applicants. Following such review and
 13 the interviews, the panel shall select a teacher for the vacancy. In making its decision, the
 14 panel shall apply criteria stipulated in f. below. Selection of a candidate requires the
 15 agreement between the principal and a majority of the teachers of the selection panel.

16 A team of teachers or the majority of the team with appropriate certification for the posted
 17 positions may apply for vacant positions at any school which has a sufficient number of
 18 vacancies.

19 For vacancies occurring during summer recess, the principal shall be responsible to make
 20 good faith efforts to contact all screening panel members. At least two members of the
 21 screening panel must be present for the selection to be considered a product of this process.
 22 Otherwise, the decision is subject to a grievance under the provisions of ¶300.3.g. The school
 23 staff shall consider teacher's summer availability when selecting a screening panel.

24 These selection provisions shall apply to vacancies beginning with the 1995-96 school year at
 25 all schools. This process applies to new hires as well as transfer applicants.

26 Appeals of decisions made by local school interview panels shall be submitted directly to the
 27 Alternate Grievance Panel. Appeals may be filed by a current CPS teacher who applied for a
 28 vacancy but was not selected, by the Federation or by any teacher who alleges that the
 29 provisions of this section were not honored in the interview and selection process. Decisions
 30 of the Alternate Grievance Panel are final and binding. If the Panel's vote is tied, the decision
 31 of the interview panel shall be upheld.

32 The Board and Federation shall provide a training opportunity annually to members of the
 33 selection panels established in this section which shall be offered prior to the beginning of the
 34 transfer process.

35 f. Determining Factors in Granting Transfer Requests

36 If more than one (1) teacher who is properly certified requests a transfer to a specific building
 37 or unit, and training, experience, and individual qualifications are substantially equal, and
 38 the transfer is consistent with the racial balancing of staff, seniority shall control the choice.

39 g. Withdrawal of Transfer Request

40 A teacher may withdraw his/her name from the transfer list at any time prior to written
 41 notification of transfer from the Human Resources Office.

42 h. Vacancy Announcements to Non-Public School Sites

43 Vacancy announcements shall be distributed to each non-public school site where any
 44 bargaining unit member delivers services.

45 i. Newly Created Positions

46 The Board shall include newly created positions in district-wide vacancy announcements.
 47 Such positions include full-time teaching assignments and non-classroom student service
 48 positions not previously available at a school.

1 If such a position is created after the June 1 vacancy announcement, a notice shall be
2 mailed to all teachers assigned to the school where the position will be created who possess
3 appropriate certification. The Board shall allow 10 days from the date the notice is mailed for
4 teachers to apply before filling the position. Such vacancies are subject to the provisions in
5 220 Assignment and 250 Transfer.

6 j. Notice of Transfer Granted

7 All notices of transfer shall be in writing from the Human Resources Office.

8 k. Refusal of Transfer Request

9 Teachers shall be given, in writing, specific reasons for refusal of transfer requests within
10 thirty (30) days after it is determined that a transfer will not be granted.

11 In the event of a successful grievance, the remedy shall be to place the grievant in the
12 vacancy requested at the beginning of the next reporting period or quarter in the
13 instructional program. The person who has been displaced as a result of a successful
14 grievance shall be given preference in assignment to a similar vacancy elsewhere when
15 available.

16 l. Denial Based on Racial Balance

17 Effective for transfers that occur for the 1992-93 school year, no teacher shall be denied a
18 transfer for more than two consecutive years based on the racial balance at his/her current
19 school.

20 m. Commitment to Remain with Team

21 A teacher who applies for, is selected for, and accepts a position as part of a teaching team
22 may be expected, at the team's discretion, to make a commitment to remain with the team for
23 two school years (or three years if necessary to complete one cycle of students). If that
24 teacher so requests, the other team members may subsequently release the teacher from this
25 commitment by at least a 2/3 vote.

26 n. Monitoring Personnel Actions

27 At the end of transfer Rounds One and Two, and by September 15, the Board shall publish a
28 cumulative list of the teachers selected for each position to be sent to all CPS sites receiving
29 vacancy announcements.

30 2. Administrative Transfers

31 A teacher receiving an administrative transfer shall be informed in writing with the reasons
32 delineated by the Superintendent or designee.

33 In addition to other grounds for administrative transfer, a teacher may be administratively
34 transferred for refusing to take training necessary to implement the school's magnet program,
35 neighborhood school program focus or School Wide Title I Project, provided such training is
36 available during the regular work day or the teacher is paid for the additional time required. For
37 purposes of this section, if the ILT releases teachers during the school day in order to take training
38 outside of the school day on regular work days such training shall be considered paid time. Such
39 training requirements shall be recommended by the ILT and approved by 2/3 vote of the faculty
40 and shall include reasonable timelines for completing the training.

41 3. Surplussing

42 a. Reasons for Surplussing

43 Teachers may be surplussed due to decreased enrollment or a change in program offerings or
44 school organization. Surplussing shall be treated by the following procedures in the order of
45 priority:

- 1 (1) Before a teacher is treated as "surplus", voluntary transfer requests from that teacher's
2 building shall be granted if the position is available.

- 3 (2) Before a surplus teacher is transferred from his/her school, that teacher who is
4 properly certificated may displace a junior teacher within the building, provided
5 training, experience, and individual qualifications are substantially equal, and the
6 transfer is consistent with the racial balancing of staff. However, at team based
7 schools, the Board shall not disrupt teaching teams by surplussing or reassigning team
8 members after the last day of the school year unless significant changes in enrollment
9 cause a reduction in the school's budget allocation and the ILT agrees there is no
10 sound alternative.

- 11 (3) When a surplus teacher is to be transferred from his/her building, that teacher shall
12 have the opportunity to express preference for existing vacancies and be placed along
13 with those teachers requesting a transfer, teachers returning from leave of absence and
14 unassigned teachers. If a choice needs to be made between two (2) or more teachers
15 who are properly certificated and their training, experience, and individual
16 qualifications are substantially equal and the transfer is consistent with the racial
17 balancing of staff, seniority shall control the choice.

18 b. Magnet Schools Surplussing

- 19 (1) When an entire magnet school is relocated to a new site, all teachers assigned to such
20 magnet schools who desire to remain with the school by transferring to the new school
21 site may do so provided that positions are available and the transfer is consistent with
22 the racial balancing of the staff.

- 23 (2) If an entire magnet program or school is merged with an existing program or school of
24 the same type, all teachers in both sites shall be considered as one staff and any
25 necessary reductions in staff shall be done in accordance with this section.

- 26 (3) When new positions are added in a magnet program within a building or in a magnet
27 school, such positions shall be treated as vacancies which shall be filled in accordance
28 with this section.

- 29 (4) Any teacher who is declared surplus shall be entitled to exercise the right to displace a
30 junior teacher in either the regular or magnet program within the building in
31 accordance with provisions of Section 220 and Paragraph 3.a above.

32 c. Returning to Original School

33 Surplus teachers shall have the right to return to their original school in the reverse order of
34 their transfer out, provided a request for such transfer is made and the return can be
35 accomplished within two (2) years of the original transfer, the teacher's last performance
36 evaluation was satisfactory or better, and the transfer is consistent with the racial balancing
37 of staff. However, if a surplus teacher joins a team at another school, his/her right to return
38 shall be postponed until the teacher fulfills or is released from his/her team commitment,
39 pursuant to 250.1.m and shall apply only for the ensuing school year.

40 d. Notification of Surplussing

41 Any teacher who is surplussed shall be sent written notification. If verbal notice is given,
42 written notice must be sent within 10 days.

43 4. Job Sharing

44 Two properly certificated teachers may, upon written joint request to the Director of Human
45 Resources by March 15, share one position at a single school for the ensuing school year with each
46 teacher assigned and paid 50%, upon approval by the principal. Both teachers shall comply with
47 the provisions of the contract and may designate certain responsibilities and working conditions
48 such as lunch and preparation time subject to the approval of the principal. The Board shall pay
49 the cost of all benefits.

1 Both teachers shall return to full-time status if previously employed full time effective the ensuing
 2 school year, unless another written joint request for the ensuing school year is approved by the
 3 principal. Teachers returning to full-time status from job sharing shall be considered for vacancies
 4 within the building and district along with surplus teachers, teachers returning from leave and
 5 teachers requesting transfers.

6 If either of the teachers who are sharing a position cannot or will not perform his/her share of the
 7 duties of the shared position, the remaining teacher shall remain in the position, full time.

8 Teachers sharing a position shall receive credit for a full year of service for purposes of certificate
 9 renewal or upgrade and one-half year of service credit for placement on Salary Schedule C.

10 5. Selection of Educational Service Personnel

11 The following provisions shall govern selection of teachers for vacancies in educational service
 12 personnel positions, including counselor, visiting teacher, psychologist, librarian, teacher librarian,
 13 home-school teacher or home-school coordinator. Teachers who are properly certificated for one or
 14 more of the above positions, or who expect to be certificated by August 1, may apply by April 15 for
 15 assignment to a position for the following school year. Each year the Board shall announce this
 16 opportunity to teachers by March 15. The announcement shall include the certification and any
 17 other qualifications required for each position.

18 One screening panel shall be established for all such positions, convened by the Human Resources
 19 Director or his/her designee. Alternately, the Human Resources Director or his/her designee may
 20 convene separate panels for one or more ESP categories. Each panel shall consist of an equal
 21 number of administrators and of practitioners currently serving in such positions who shall be
 22 appointed by the Federation.

23 The purpose of the screening panel(s) shall be to recommend candidates for placement on eligibility
 24 lists for ESP vacancies. The panel(s) shall consider all applicants who meet minimum
 25 qualifications, including candidates who are not current CPS employees, and shall review
 26 references, personnel files, and other data necessary in arriving at its recommendations. All
 27 deliberations shall be confidential. The panel shall submit to the Human Resources Office a list of
 28 candidates recommended for ESP positions in each of the above categories. This list shall
 29 constitute the eligibility list for ESP vacancies for the following school year, unless the position is
 30 filled pursuant to 605.3.a.1, 2, or 3. However, long term substitutes may be used to fill an ESP
 31 vacancy only if there is no qualified candidate on the eligibility list.

32 Applicants may remain on the eligibility list for no more than two years without applying again to
 33 be considered by the screening panel.

34 However, the Human Resources Director or his/her designee may reconvene the screening panel(s)
 35 during the summer or during the school year if less than 3 applicants remain on the eligibility list
 36 for an ESP category or if there are more vacancies in an ESP category than applicants on the
 37 eligibility list or if the percentage of African-American applicants on an eligibility list is more than
 38 5% below the districtwide percentage of African American teachers.

39 If it is necessary to convene the panel to screen candidates for the eligibility lists during the
 40 summer months, the Human Resources Director shall notify the members of the panel at least 48
 41 hours in advance of the meeting at their summer addresses. The inability of a panel member to
 42 meet during the summer recess shall not prevent the remaining members from making
 43 recommendations regarding placement of candidates on the eligibility lists.

44 When a vacancy occurs and the training, experience, and individual qualifications of the applicants
 45 are substantially equal, seniority shall control the choice.

46 6. Stabilizing Faculties at Schools with High Turnover Rates

47 The Administration and Federation will jointly identify schools at which retaining or recruiting
 48 experienced staff shall be a priority. At these schools, targets for the percentage of resident, career,
 49 and lead teachers shall be established and Human Resources shall be directed to post vacancies at
 50 these schools in an effort to reach these ratios within three years. Teachers electing to fill these
 51 identified positions shall receive 10 professional development days (or equivalent) to be used during

1 the following 2 years. Current career and lead level staff remaining at the school an additional year
2 shall also be provided 10 professional development days. Up to three teachers may transfer
3 together to these schools.

4 7. Unassigned Teachers Notice of Vacancies

5 Contract teachers who are unassigned shall be notified of any vacancy for which they are properly
6 certified which occurs during the school year and must be considered for the position.

7 **¶260**

SENIORITY

8 1. Definition

9 Seniority shall be defined in priority as follows:

10 a. Years of Continuous Contractual Service

11 Total number of continuous contractual years in the Cincinnati Public Schools, including any
12 period of approved leave. Teachers whose contracts were not renewed in April 1974, but who
13 were rehired during the 1974-75 school year, shall be considered as having continual
14 contractual service.
15

- 1 b. Years in Current Building
- 2 Total number of years in the school building of current placement.
- 3 c. Years in Subject/Level
- 4 Total number of years in the assigned subject area and/or level.
- 5 d. Years Employed as Certificated Teacher
- 6 Total number of years employed as a certificated teacher in a state approved institution(s).

7 **¶270** **REDUCTION IN FORCE PROCEDURES**

8 1. Introduction

9 When conditions such as declining student enrollment, limited financial resources, reduction in or
10 discontinuance of selected services occur, it may be necessary to implement a "Reduction-in-Force"
11 (RIF) procedure. For the purpose of this RIF procedure, the following definitions are used:

- 12 a. Reduction-in-Force: to discontinue the services of employees serving in a given classification
13 because of a reduction in the number of positions available.
- 14 b. Position Classification: a position title which is listed on the employee salary schedules by the
15 Cincinnati Board of Education.
- 16 c. Displacement: the exercising of the right of an employee with greater entitlement to a position
17 causing another employee with lesser entitlement to be removed from a position within the
18 position classification.
- 19 d. Entitlement: rights of employees determined by the application of the specified criteria listed
20 in Paragraph (2), below.

21 2. Criteria

22 The following criteria are to be applied in order of priority as listed:

- 23 a. Certification: Appropriate certification for the grade level, subject matter to be taught and/or
24 for the position classification.
- 25 b. Contractual Status: For the purpose of reductions in a position classification, teachers with
26 limited contracts shall be considered before those with continuing contracts.
- 27 c. Part-Time Employment: Part-time employees serving under limited contracts shall be
28 considered for reduction-in-force before consideration of full-time employees.
- 29 d. Training, Experience and Individual Qualifications
- 30 e. Seniority:
 - 31 (1) Total number of continuous contractual years of service in the Cincinnati Public
32 Schools in position classification, including any period of approved leave. Employees
33 whose contracts were not renewed in April, 1974, but who were rehired during the
34 1974-75 school year, shall be considered as having continuous contractual service.
 - 35 (2) Total number of continuous contractual years of service in the Cincinnati Public
36 Schools, including any period of approved leave. Employees whose contracts were not
37 renewed in April, 1974, but who were rehired during the 1974-75 school year, shall be
38 considered as having continuous contractual service. Any employee whose contract is
39 non-renewed or suspended due to reduction-in-force who is subsequently rehired as a

1 contract teacher during the term of his/her recall right under Section 5 below shall be
2 considered as having continual contractual service.

3 (3) Total number of years employed as a certificated teacher in a state approved
4 institution(s).

5 3. Applying Criteria

6 If a choice needs to be made between two or more teachers who are similarly situated with respect
7 to criteria (a), (b), and (c), and training, experience and individual qualifications are substantially
8 equal, the teacher with the greater seniority as defined in the order of priority in criteria (e) above
9 shall be retained.

10 4. Reduction in Non-Teaching Positions

11 When the number of employees in any of the following classifications is reduced, such employees
12 shall be identified for change of status on a systemwide basis. If a choice needs to be made
13 between two (2) or more such employees who are properly certificated and their training,
14 experience, and individual qualifications are substantially equal, seniority in the position
15 classification shall control the choice. Such classifications are counselors, teacher-librarians,
16 librarians, visiting-teachers, examiners and school nurses.

17 An employee who suffers a reduction-in-force who is serving in a position classification other than
18 teacher, and who served as a teacher in the Cincinnati Public Schools prior to assignment in the
19 current position classification, shall have the right to exercise entitlement to a teaching position.

20 Before a surplus employee, who has been changed in status from a non-teaching-position
21 classification to a classroom teacher, is transferred from his/her school, that employee shall have
22 the opportunity to exercise the rights set forth in §250.3.

23 5. Re-Employment

24 An employee whose position classification has been changed as a result of these RIF procedures
25 shall be offered re-employment to that position classification before such vacancy is filled by an
26 employee who has not served in the position classification previously or a candidate not currently
27 employed by the Cincinnati Board of Education.

28 Employees shall be re-employed based upon the criteria specified in Paragraph (2) above. If a
29 choice needs to be made between two or more teachers who are similarly situated with respect to
30 criteria (a), (b), and (c), and training, experience and individual qualifications are substantially
31 equal, the teacher with the greater seniority as defined in order of priority in criteria (e) above shall
32 be re-employed. Entitlement re-employment shall remain in effect for eighteen (18) months. When
33 a satisfactory part-time employee is non-renewed under this article, s/he shall be offered full-time
34 employment, if available, before new employees, but after full-time employees have been recalled.

35 A teacher reinstated within 18 months (of the start of the first school year following the RIF
36 notification) shall be considered as having continuous contractual service. For evaluation purposes
37 and credit on Salary Schedule C, such teacher shall be credited with the years of service s/he had
38 when laid off.

39 6. Effect of State Law

40 These procedures shall apply to reductions-in-force only when implemented under the provisions of
41 Section 3319.11 of the Ohio Revised Code.

42 7. Retraining

43 For those teachers laid off due to reduction in force the Board agrees to reimburse such teachers
44 for tuition expenses up to a maximum of 12 semester or 18 quarter hours, provided the teacher
45 completes the required coursework for a temporary teaching certificate in comprehensive science,
46 secondary math, or other areas of certification which may be designated by the Director of Human
47 Resources or his/her designee. If these re training certification requirements are completed by

1 September 1, 1997, 1998, and 1999, the Board shall re-employ the teacher effective at the opening
2 of the new school year.

3 The following provisions shall apply to such retraining opportunities:
4

- 1 a. Must be Willing to Accept Full-Time Position
- 2 Part-time teachers who are employed 50% of the time or more shall be eligible only if they are
3 willing to accept, if offered, a full-time position.
- 4 b. No Interruption of Benefits
- 5 Teachers who are re-employed for the following school year shall suffer no interruption of
6 health or term life coverage provided they complete the retraining by September 1, 1997,
7 1998, or 1999.
- 8 c. Retraining Agreement
- 9 A retraining agreement shall be signed by the teacher and the Human Resources Director or
10 his/her designee.
- 11 d. Notice
- 12 The Board shall make every effort to notify teachers who will be subject to RIF procedures as
13 soon as possible during the school year.
- 14 8. Priority as Long Term Substitutes
- 15 Teachers who have been RIFed shall be given priority for long term substitute positions for which
16 they are qualified.

17 **300**

GRIEVANCE PROCEDURE

- 18 1. Definitions
- 19 a. Grievance
- 20 A "grievance" shall mean a complaint in writing that there has been an alleged violation,
21 misinterpretation or misapplication of any provision(s) of this contract, which arose during
22 the term of this contract or the predecessor contract. Such grievance shall be submitted on
23 the prescribed form which shall be available in the school office and from a Federation
24 Representative.
- 25 b. Grievant
- 26 The "grievant" shall mean the teacher, teachers, or the Federation filing the grievance.
- 27 c. Days
- 28 The term "days," when used in this section, shall mean contract working days unless
29 otherwise indicated. Thus, weekends, holidays, and vacation/recess days are excluded.
30 Summer break is excluded except as indicated in paragraph h(4), below.
- 31 2. General Provisions
- 32 a. Purpose
- 33 Good morale is maintained by sincere efforts of all persons concerned to work toward
34 constructive solutions to problems in an atmosphere of courtesy and cooperation. The
35 purpose of this procedure is to secure equitable solutions to problems at the lowest possible
36 administrative level. The grievance proceedings shall be kept as informal and confidential as
37 may be appropriate at any level of the procedure.
38

- 1 b. Conference
- 2 Prior to the formalizing of any grievance into writing, the employee may request a conference
3 with the supervisor for the purpose of presenting a complaint, as well as the possible
4 resolution of the complaint. It shall be the employee's prerogative to have a Federation
5 representative present at such conference or at any other step in the grievance procedure.
- 6 c. Federation Right
- 7 The Federation shall have the right to appear at any level of the grievance procedure and
8 shall receive copies of all written decisions and records pertaining to the grievance.
- 9 d. Rights of Grievant/Representative
- 10 Every teacher shall be represented by the Federation in the grievance procedure. The teacher
11 shall have the right to be present at any grievance discussion and shall be present at any
12 grievance discussion when the Board and/or the Federation deems it necessary. When the
13 presence of a teacher at a grievance hearing is requested by either party, illness or other
14 incapacity of the teacher shall be grounds for any necessary extension of grievance procedure
15 time limits.
- 16 The failure of the grievant to act on any grievance within the prescribed time limits will act as
17 a bar to any further appeal and any administrator's failure to give a decision within the time
18 limits permits the grievant to proceed to the next step. The time limits, however, may be
19 extended by mutual agreement.
- 20 e. Protection of Grievant
- 21 An employee who participates or intends to participate in any grievance as defined herein
22 shall not be subjected to discipline, reprimand, warning or reprisal because of such
23 participation or intention. All documents, communications, and records dealing with the
24 processing of the grievance shall be filed separately from the personnel files of the
25 participant.
- 26 f. Hearings, Conference, and Processing
- 27 Hearings and conferences under this procedure shall be conducted at a time and place which
28 will afford a fair and reasonable opportunity for all persons, including witnesses entitled to be
29 present, to attend and will be held, insofar as possible, after regular school hours or during
30 non-teaching time of personnel involved. When such hearings and conferences are held at
31 the option of the administration during school hours, all employees whose presence is
32 required shall be excused, without loss of pay or benefits, for that purpose.
- 33 It is agreed that any investigation or other handling or processing of any grievance by the
34 grievant or administration shall be conducted so as to result in no interference with or
35 interruption whatsoever of the instructional program and related work activities of school
36 personnel.
- 37 g. Expediting Grievance
- 38 Grievances shall be expedited. Every effort shall be made to resolve grievances prior to the
39 end of the school year in which the grievance was filed. The time limits specified may be
40 extended by mutual agreement.
- 41 h. Reducing Time Limits
- 42 (1) If a grievance is filed which might not be finally resolved under the time limits set forth
43 herein prior to the end of the school year, and which if left unresolved until the
44 beginning of the following school year, could result in irreparable harm to those
45 involved in the grievance, the time limit set forth herein shall be reduced so that the
46 grievance procedure may be concluded prior to the end of the school year.

- 1 (2) If a grievance is filed prior to the end of the school year and cannot be resolved by the
 2 closing of that school year, the grievance procedure shall continue into the summer
 3 break with all time limits doubled.
- 4 (3) There shall be no arbitration during the summer unless both the CFT and the Board
 5 agree.
- 6 (4) Any complaint arising over the summer break which is not resolved before the
 7 beginning of the school year, may be filed as a grievance two weeks before the first day
 8 of school. All time limits shall be enforced at that time.

9 i. Labor Relations Administrator/CFT Field Representative Meetings

10 The Superintendent's designee for Labor Relations and the Federation Field Representatives
 11 shall meet bi-weekly to discuss outstanding grievances and/or other contractual issues.
 12 Attempts to resolve any outstanding issues should, as a professional courtesy, be discussed
 13 with the principal before a grievance is filed.

14 3. Procedure

15 a. Level One

16 A grievance must be filed in writing with the principal or the appropriate administrator within
 17 fifteen (15) days after said event, upon which it is based, or within fifteen (15) days after said
 18 event could reasonably be assumed to have been known by either a teacher or the
 19 Federation. The grievance conference shall occur within five (5) days after the grievance is
 20 filed. The grievant shall be accompanied by the Federation Building Representative or any
 21 other Federation representative of the grievant's choosing. The principal or appropriate
 22 administrator shall render a written decision within five (5) days of the grievance conference.

23 b. Level Two

24 In the event a grievance has not been satisfactorily resolved at Level One, the Federation shall
 25 file, within ten days of the principal's or the appropriate administrator's written decision at
 26 Level One, a completed copy of the grievance with the Superintendent or his/her designee.
 27 Within five (5) days after such written grievance is filed, the grievant, the Federation, and the
 28 Superintendent or his/her designee should meet to resolve the grievance. The
 29 Superintendent or his/her designee shall file his/her decision within five (5) days of the Level
 30 Two meeting and communicate it to the grievant and the Federation.

31 At the request of either the Board or the Federation, grievance mediation shall occur prior to
 32 the Level Two grievance conference. The Board and Federation shall agree on an agency,
 33 individual, or panel to provide such mediation services. The parties shall develop specific
 34 procedures for grievance mediation, with the assistance of the mediator.

35 If grievance mediation is requested, time limits are suspended until the mediation occurs. A
 36 formal Level Two conference shall be conducted within 5 days of the final mediation session,
 37 unless the grievance is resolved through mediation. Thereafter, the normal time limits shall
 38 be observed.

39 c. Level Three

40 If the grievance has not been satisfactorily resolved at Level Two, the Federation may demand
 41 arbitration within 90 days of receiving the Level Two decision. The arbitrator's decision shall
 42 be final and binding-

- 43 (1) The Board and the Federation shall agree on a panel of five (5) arbitrators to hear and
 44 decide cases for one (1) year on a rotating basis.
- 45 (2) The arbitrator selected to consider a particular grievance shall be that arbitrator next in
 46 order of rotation who can schedule the hearing with the parties within thirty (30) days.

- 1 (3) The parties shall accept a date(s) offered within the 30 days or as soon thereafter as
2 dates are available, unless the time limit is extended by mutual agreement.
3 Unavailability of the parties representatives shall not be a valid reason for refusing all
4 such dates offered by arbitrators on the panel.
- 5 (4) If more than one arbitration hearing is pending at any time, the date of the initial filing
6 of the grievance shall determine the order of rotation of the arbitrators.
- 7 (5) After any arbitrator on the panel has rendered an award, either party, within fourteen
8 (14) days, may remove such arbitrator from the panel. In addition, if either party so
9 requests by August 1 of any school year, one or more arbitrators shall be removed from
10 the panel. In either event, the parties shall attempt to agree on additional arbitrator(s)
11 to complete the panel. If the parties are unable to agree on additional arbitrator(s)
12 within fourteen (14) days of the removal of an arbitrator from the panel, the parties
13 shall request a list or lists, as the case may be, of seven (7) arbitrators each from the
14 Federal Mediation and Conciliation Service. The parties shall then alternately strike
15 names from the list(s) until the number of arbitrators remaining equals the number
16 needed to complete the panel of five (5) arbitrators.
- 17 (6) The arbitrator shall not have the authority to alter, modify, add to or subtract from any
18 of the terms of this contract.
- 19 (7) The costs for the services of the arbitrator shall be shared equally by both parties.
- 20 (8) Post-hearing briefs, if any, shall be filed within twenty (20) days of the receipt of
21 transcript, or within twenty (20) days of the close of the hearing if no transcript is
22 ordered. The arbitrator shall render a decision in writing within thirty (30) days after
23 post-hearing briefs have been submitted or within thirty (30) days after the hearing, if
24 no briefs are to be filed.
- 25 (9) The Arbitrator's decision shall be final and binding upon the Board, Federation, and
26 grievant(s). Within 30 days after receiving an arbitrator's written opinion, the Board of
27 Education shall ratify and initiate implementation of the decision of the arbitrator.

28 d. Teacher Termination

29 Binding arbitration is provided at Level Two upon waiver of statutory proceedings by the
30 affected teacher on all teacher dismissal cases. Dismissal of an intern teacher is covered
31 under the provisions of 210.1.p.(8), not by this provision.

32 e. Teacher Non-Renewal (5 years satisfactory service)

33 A non-tenured teacher who has completed five consecutive years of satisfactory or better
34 service has the right to file a grievance challenging the Board's decision not to renew his/her
35 contract and to pursue that grievance to final and binding arbitration.

36 f. Teacher Non-Renewal (less than 5 years service)

37 In lieu of statutory proceedings, a non-tenured teacher with less than 5 consecutive years of
38 satisfactory or better service shall have the right to a hearing before a Board appointed
39 referee, selected by agreement between the Board and the Federation to hear such appeals,
40 provided the teacher submits a written request to the Superintendent for such a hearing
41 within 10 days of receiving written notice of the Superintendent's recommendation not to re-
42 employ the teacher. The appointed referee may serve no longer than one year, unless the
43 parties agree to extend his/her appointment.

44 Such hearings shall be held before the Board acts on the Superintendent's recommendation
45 not to re-employ the teacher. However, the teacher's request for a hearing shall
46 automatically extend the deadline for notification of non-renewal through May 31.

47 At the hearing, the Superintendent, or his/her designee, shall summarize the teacher's
48 evaluation and the reasons for the non-renewal recommendation and shall present any

1 supporting documentation or witnesses within two hours and the teacher shall have the
 2 opportunity to present his/her appeal along with any supporting documentation or witnesses
 3 within a two hour period. The teacher shall have the right to representation by the
 4 Federation.

5 The decision of the referee shall be in the form of a recommendation to the Board of
 6 Education.

7 g. Alternate Procedure

8 Certain grievances filed by teachers regarding personnel decisions shall be assigned to an
 9 alternate internal dispute resolution procedure for a prompt, final, and binding decision if the
 10 grievance is not resolved at Level I. Such grievances are those that involve applying contract
 11 language to a specific incident or administrative decision and in which the meaning or intent
 12 of contract provisions is not in dispute. Grievances eligible for this procedure shall include
 13 those which contest an assignment, surplussing, or placement decision, layoff or recall
 14 decision, selection of a teacher for ESP positions or for eligibility lists, provided the above
 15 stipulations apply. This procedure shall not apply to cases which involve discipline or
 16 dismissal.

17 Grievances assigned to this procedure shall be considered by an internal appeals panel,
 18 consisting of 2 teachers appointed by the Federation and 2 administrators appointed by the
 19 Superintendent. In the event of a tie vote of the panel, the grievant shall have immediate
 20 access to Level Three of the grievance procedure.

21 On the Thursday and Friday two weeks before the end of each quarter, the Alternate
 22 Grievance Panel shall meet to resolve outstanding grievances. In addition, the Thursday and
 23 Friday two weeks before the opening of school, the Alternate Grievance Panel shall meet to
 24 resolve outstanding grievances filed during the summer. Other dates may be agreed to by
 25 the CFT and the Board. The grievant, the Federation, and the administration shall be
 26 responsible for providing pertinent information and documents to the panel members at least
 27 5 days prior to the hearing. Such information shall include any data relevant to the case.

28 The panel shall consider the documentary evidence, hear testimony from any witnesses
 29 offered by the parties, and render a final and binding decision, including an appropriate
 30 remedy, consistent with the terms of this contract, at the close of the hearing. Neither party
 31 shall be represented by attorneys, except by mutual consent, but the grievant shall be
 32 entitled to representation by the Federation and the administration shall be appropriately
 33 represented. If any panel member has a conflict of interest in any grievance, they shall be
 34 temporarily replaced by the appropriate party.

35 The parties shall arrange appropriate training for members of the panel. The panel shall
 36 determine any other procedures it may require, subject to approval of the parties. Either
 37 party may terminate the entire alternate procedure described above by giving 30 days notice
 38 to the other party of its intention to terminate the procedure. In the event the procedure is
 39 terminated, all pending cases shall be assigned to Level Two of the grievance procedure.

40 4. Mediation for Lawsuits

41 In the event of a lawsuit between the parties, mediation shall occur at the request of either party,
 42 using the same service and procedure as in grievance mediation or using another dispute
 43 resolution procedure agreed to by the parties.

44 5. Common Grievance/Arbitration Record

45 The parties shall compile a common record of grievance activity. The record shall include all
 46 grievances filed, dates, a general statement of the issue, dates of grievance conferences, and dates
 47 of decisions at each step, and a statement of the final outcome. The data shall be reported
 48 annually to the Superintendent, Federation President, and Board of Education. The parties shall
 49 each designate a representative to be responsible for monitoring the compilation and reporting of
 50 this data. Decisions of the Alternate Grievance Panel and arbitration decisions shall be jointly
 51 reported by the Federation and the Board.
 52

1. Student Discipline

a. General Agreement

The Federation and the Board mutually agree that every pupil has the right to learn and to develop to his/her maximum potential, and that the maintenance of an educational environment conducive to this growth and learning shall be the dual responsibility of the teacher, the administration, the student and parents.

b. Administrative Support of Teacher

In order to insure an educational environment that promotes learning, the classroom teacher shall have the full support of the Board in maintaining classroom discipline. Professional support services shall be provided to insure that every student's opportunity for an education is protected.

c. Self-Defense

A teacher may use such force as shall be reasonable and necessary to protect himself/herself from attack, to prevent school property from damage and/or destruction, and/or to prevent possible injury to another person.

d. Teacher Rights

A teacher shall have the right to remove from class pupils exhibiting disruptive behavior. Disruptive behavior includes the use of violence, force, coercion, threat, harassment, serious insubordination, or repeated acts of misbehavior, any of which cause disruption or obstruction to the educational process, including all curriculum and extracurricular activities affecting teachers while acting in the course of their employment.

e. Procedure

- (1) Any student removed from class or extracurricular activity by a teacher shall be sent to the building/unit administrator in charge, unless the local school discipline plan specifies another person or place to send disruptive students, with a written statement from the teacher stating reasons for removal.
- (2) If a teacher removes a student exhibiting disruptive behavior from class and requests in writing with reasons stated therefore that the student be "held" until the teacher can discuss the matter with the building/unit administrator (or other person specified by the local school discipline plan) or with the team, the student shall not be readmitted to that teacher's class until the discussion has taken place. This section shall not be abused.
- (3) The suspension, expulsion, or removal of students shall be made in strict compliance with ORC 3313.661 and 3313.66 and Board Policies 5144 and 5113.2. The principal shall immediately notify the police when a criminal offense is committed which endangers the safety of students, staff, or others.
- (4) The Superintendent shall require that each school adopt and follow a local school discipline policy to supplement Board policies. It shall include rules for student conduct, consequences of violating such rules, responsibilities of parents, teachers, administrators, and other staff. It shall address class cutting and truancy, including a plan for prompt communication with parents when students have cut class or are absent without a valid explanation. It shall include pre-suspension options and make use of alternate placement options provided by the Board.
- (5) The local school discipline plan shall be developed by the ILT or by a subcommittee appointed by the ILT that is similarly representative of the ILT composition. Student

1 representatives, where appropriate, shall be added. The plan shall be reviewed and
 2 approved annually, with or without revisions. The plan shall be submitted to the entire
 3 faculty for approval by at least a 2/3 vote.

4 In schools which do not yet have an ILT, the local school discipline plan shall be
 5 developed by a Local School Discipline Committee consisting of teacher representatives
 6 appointed by the TBC who shall make up at least 50% of committee members, the
 7 principal or designee, parent representatives appointed by and from the parent
 8 representatives on the LSDMC, two non-teaching staff representatives elected by the
 9 non-teaching staff, student representatives, when appropriate. The plan shall be
 10 submitted to the entire faculty for approval by at least a 2/3 vote, and approved by the
 11 principal.

12 (6) The discipline policy shall be reduced to writing for the school and distributed to
 13 faculty on the first teacher work day of the school year and to students and parents by
 14 the first day of the second week of the school year.

15 The Board and Federation agree that consistent enforcement of clear and specific rules
 16 are vital to maintaining an orderly learning environment. The parties also encourage
 17 schools to incorporate conflict resolution strategies and student participation in the
 18 implementation of discipline policies in order to reduce disruption. Accordingly, the
 19 parties agree to encourage programs such as peer mediation, conflict resolution
 20 training, and student courts.

21 f. Chronically Disruptive Actions

22 When a pupil's actions are chronically disruptive, the Board shall make some other
 23 placement of the pupil within the limits of the laws governing school attendance.

24 g. Student Discipline Reports

25 The Board shall provide quarterly to the Federation school by school reports of suspensions
 26 and expulsions including the offenses committed.

27 h. Assistance for Classroom Management

28 Individual staff members who are experiencing serious difficulty in classroom management,
 29 impacting upon student discipline and learning, shall receive assistance from both the local
 30 school and district resources, including lead teachers at the school. Visitations should be
 31 arranged in order for the teacher to observe well managed classes. Such assistance may be
 32 mandated by the principal or voluntarily requested by the teacher. In either case the
 33 assistance should be provided promptly.

34 2. Teacher Assault by Student

35 a. Recommendation, Report, and Hearing

36 A student who physically assaults a teacher who is performing a duty in the line of
 37 employment, including extracurricular activities, shall be immediately suspended, and a
 38 recommendation for expulsion shall be made to the Superintendent by the building/unit
 39 administrator. The teacher suffering from assault shall submit written facts of the incident to
 40 the building/unit administrator and Federation building representative.

41 The principal shall immediately report any alleged physical assault by a student on a teacher
 42 to the Superintendent's designated hearing officer and the SRO. The principal shall also
 43 submit to the Superintendent's designated hearing officer and to the school resource officer
 44 the results of his/her investigation and the disciplinary action taken or recommended. The
 45 principal shall provide copies of all such reports to the teacher and to the Federation.

46 In the case of an assault on a teacher by a student, the Superintendent's designated hearing
 47 officer shall conduct the expulsion hearing and shall make a recommendation to the
 48 Superintendent. The teacher shall be notified of the date, time, and place of the hearing and

1 shall have the right to be present. The teacher shall be entitled to representation by the
2 Federation at such hearing. To the extent permitted by law, a student who the principal has
3 recommended for expulsion may not return to school prior to the hearing. The hearing shall
4 be conducted within 10 days of the student's suspension.
5

1 After considering the results of the teacher's report of the incident, the results of the
 2 investigation, and the Superintendent's designated hearing officer's recommendations, the
 3 Superintendent shall expel any student who has physically assaulted a teacher to the extent
 4 allowed by law. If a student appeals the Superintendent's expulsion order arising from an
 5 assault on a teacher to the Board of Education or to a Board appointed referee, the Board
 6 shall notify the teacher and the Federation of such appeal and of the date, time, and place of
 7 the hearing. The teacher shall be entitled to representation by the Federation at such
 8 hearing.

9 b. Assistance in Assault Cases

10 The Board shall:

- 11 (1) Provide the teacher with released time for court appearances stemming from his/her
 12 professional activities.
- 13 (2) Ensure that the teacher does not lose compensation or accumulated leave.
- 14 (3) Assist a teacher who is required to appear in court for an action taken in the exercise of
 15 duty to the extent of legal limits. In civil matters, the Board's insurance carrier shall
 16 represent the teacher through legal counsel and shall coordinate legal representation
 17 with attorneys appointed by the Federation or its insurance carrier. The teacher shall
 18 receive compensation for absence from duty for a court proceeding or administrative
 19 hearing when such an absence arises from a justifiable line of duty action on the part
 20 of a teacher.

21 The Administration shall:

- 22 (1) Obtain information from the building/unit administrator and investigating police officer
 23 concerning the case and designate a liaison between the teacher and all parties
 24 operating in the case.
- 25 (2) Immediately notify the teacher of his/her right to file charges against the student, and
 26 to inform him/her of the procedure to be followed. If the teacher files charges against
 27 the student, a representative of the administration, upon request, shall be present for
 28 any court hearing or proceeding arising from the charge.

29 3. Pupil Adjustment

30 a. Psychological Testing Referral

31 Where a referral for psychological testing is deemed appropriate by the teacher(s), the
 32 counselor (where applicable), and the principal, a request for parental approval shall be
 33 sought immediately. If parental approval is obtained, the principal shall forward the referral
 34 form to the Special Education Department immediately.

35 b. Make-Up Work

36 The opportunity to make up class work as a result of an unexcused absence is at the
 37 discretion of the teacher and the principal. However, the Local School Discipline plan may
 38 require teachers to provide assignments to students assigned to in-school suspension, under
 39 procedures included in the local school discipline plan. Further, teachers are expected to
 40 provide assignments for students who are suspended or expelled for more than 3 but less
 41 than 16 days, if requested by the parent, guardian, or the parent or guardian's designee, or
 42 an adult student. Teachers will also provide make-up work to students suspended for 1 to 3
 43 days, upon their return, if requested by the student, a parent or guardian.

44 Suspensions and expulsions may be scheduled so that students are permitted to attend
 45 school for the purpose of taking exams or demonstrating proficiency required for promotion,
 46 provided the student does not pose a physical threat to other students, teachers, or staff.

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Administrative procedures for implementing these provisions shall be reviewed by the EIP.

- 1 c. Informing Teacher of Problem
- 2 A teacher who is assigned a pupil known to have a physical, social or emotional problem
 3 shall be informed by the administrator or counselor of the nature of the problem. The
 4 teacher shall also take reasonable steps to understand the nature of the problem and work
 5 with the student in a professional manner.
- 6 d. Administrator Present in Building
- 7 For the protection of both pupils and teachers, there shall be an administrator or his/her
 8 designee present when the building is open. If the building administrator is absent longer
 9 than five days and if his/her designee is a teacher, that teacher shall be relieved of teaching
 10 responsibility.
- 11 e. Student Absence
- 12 The teacher shall have the discretion to deny credit to a student who has failed to meet the
 13 course requirements because of excessive absence. In such cases, the teacher shall report a
 14 grade of "X".
- 15 f. Grading and Promotion
- 16 Teachers are responsible for the assignment of grades, the assignment of scores on
 17 promotional grids and promotion or retention decisions as well as placement decisions at
 18 non-promotional grades. Teachers and district administration shall communicate to
 19 students and their parents the performance standards students must meet, the meaning of
 20 district assessment scores and how grades and rubric scores are determined. Teachers are
 21 expected to have documentation for grades and rubric scores assigned.
- 22 The teacher's promotion/retention decision (K-8) or report card grade may not be changed by
 23 the principal. If a dispute arises, the teacher and principal shall attempt to resolve it through
 24 a collaborative effort between all parties involved. However, if the dispute is not resolved and
 25 the principal believes that the teacher's grade or decision is in violation of district policy or is
 26 not justified, the principal may request that the Department of Quality Improvement appoint
 27 a district audit team composed of teachers. The team shall examine the teacher's
 28 documentation and may, if additional evidence is needed, evaluate the student's proficiency
 29 using teacher certifiable and/or product rubrics. Audit teams shall be trained by the
 30 Department of Quality Improvement and shall apply defined procedures and criteria,
 31 including district curriculum and promotion standards. Such procedures and criteria shall
 32 be made available to the parent(s), principal and teacher involved in any grading or
 33 promotion/retention dispute upon request. The audit team may uphold or modify the grade
 34 or promotion/retention decision. Decisions of the audit team are final.
- 35 The administration shall ensure that every teacher assigned to a teaching position that
 36 requires completion of promotion grids shall complete appropriate training in regard to
 37 district promotion standards and the use of such grids. Such training shall also be made
 38 available to any other teacher who requests it.
- 39 g. Due Dates for Grades
- 40 Quarter and semester grades and attendance reports shall not be due in the school office
 41 before noon on the second teacher workday following the last work day of each quarter,
 42 except that fourth quarter grades and reports may be due at the end of fourth quarter
 43 Records Day.
- 44 h. Pupils in Building
- 45 All pupils who are not under the direction of a staff member or Board designee shall be out of
 46 the building within fifteen (15) minutes of the close of school.
 47

- 1 i. Student Transportation/Excess Liability Insurance
- 2 The Board shall continue to provide the excess liability insurance coverage for a teacher in
- 3 his/her automobile whenever that teacher transports a student(s) in his/her automobile in
- 4 the course of any school related activity.
- 5 j. Student Cumulative Records
- 6 Student cumulative records for students changing from one Cincinnati Public School to
- 7 another shall be available in the receiving school not later than 15 working days after the
- 8 student has been enrolled. Upon receipt of the cumulative record for the student, the
- 9 teachers of the student shall be notified.

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STAFFING

11 1. Teacher/Pupil Ratio

12 The Board will establish a systemwide teacher/pupil ratio of 51 or 51.5 teachers, subject to final

13 review and agreement by the parties, including educational service personnel, per 1000 regular

14 program pupils based on an average daily membership (1/2 kindergarten membership and

15 membership in grades 1 through 12 in regular programs, all as defined in Section 3317.02, et seq.

16 of the Ohio Revised Code) as of the first full school week in October of each school year.

17 2. Class Size Limits

18 The following class size limits shall be established:

<u>Non-Team Based Schools</u>	<u>Team Based Schools</u>	<u>Limit</u>
Academic Classes in Grades K-3	Primary	28
Non-Academic Classes in Grades K-3	Primary	32
Academic Classes in Grades 4-12	Intermediate, Middle, High	30
Non-Academic Classes in Grades 4-12	Intermediate, Middle, High	34

24 In grades 7-12 no more than 150 students per day shall be assigned to any academic teacher.

25 Non-academic teachers who teach 5 periods shall be assigned no more than 180 secondary

26 students per day. Non-academic teachers who teach 6 classes shall be assigned no more than 200.

27 Academic classes shall be defined as: reading; English; math; science; social studies; and foreign

28 language.

29 For reasons of health and safety of students, Industrial Arts classes shall be treated as an academic

30 class for the purpose of class size.

31 No primary teacher shall be assigned more than 2 students above the limit. Teachers in grades K-3

32 who are assigned 1 to 2 students above the limit shall be assigned an instructor assistant.

33 No teacher in grades 4-12 shall be assigned more than 4 students above the limit. Teachers in

34 grades 4-12 who are assigned 3 to 4 students above the limit shall be assigned an instructor

35 assistant and the right to receive any overload payment shall cease.

36 Teachers in grades 4-12 who are assigned 1 to 2 students above the limit shall receive an overload

37 payment of \$130 per student per instructional hour per year at the conclusion of the school year

38 a. At a class size of 31 to 32 (academic) or 35 to 36 (non-academic), a teacher overload payment

39 of \$130 per student per instructional hour per year shall be paid the teachers at the

40 conclusion of the school year.

41 b. For a teacher to qualify for overload payment in sub-paragraphs (c) and (d) below, the class

42 size of 31 to 32 (academic) or 35 to 36 (non-academic) shall have been met for at least one-

43 half of a quarter.

44

1 c. The overload payment of \$130 in grades 4-6, including art, music and physical education
 2 teachers, is calculated for each student beginning with 31 (academic) or 35 (non-academic).
 3 If the teacher has the student less than five and one-quarter hours per day, the \$130 rate per
 4 student is pro-rated.

5 d. The \$130 overload payment in grades 7-12 is established for each student, seen one period
 6 per day, all year long. Students seen fewer than five periods per week will be pro-rated as a
 7 fraction per week and/or the full year, whichever is applicable.

8 Effective the 1999-2000 school year, the payment for each student shall be increased to \$135.

9 Class size limits shall not apply to band and choir.

10 Summer school teachers assigned students above the class size limits shall be eligible for overload
 11 pay under guidelines determined by the Teacher Allocation Committee.

12 Reading/communication arts block classes scheduled for double periods at junior high or middle
 13 schools shall be counted as two classes for the purpose of determining daily pupil limits.

14 3. Enforcement Procedures

15 Enforcement procedures for class size limits shall be as follows:

16 The Board shall allocate teachers based on its estimate of the number of teachers required at each
 17 school to comply with the above limits and to avoid combination classes except in the case of
 18 Montessori and other planned non-graded or multi-age programs, and in secondary foreign
 19 language classes after level two (2). Multi-age classes shall be limited to no more than three grade
 20 levels, except for K-3.

21 The principal shall develop a tentative schedule for the ensuing school year, including the number
 22 of students to be assigned to each class in compliance with the above limitations on class size, class
 23 periods and students per day. If the principal believes or the schedule indicates that the teacher
 24 allocation is not sufficient to comply with these limits, the principal shall request an additional
 25 allocation of teachers, in conjunction with the Federation Building Representative.

26 The Board shall establish a reserve pool consisting of 35 teaching positions from the complement of
 27 teachers employed by application of the 51 or 51.5 per 1000 ratio as determined in paragraph 1,
 28 above, and 50 instructor assistants in addition to the number of instructor assistants employed in
 29 the 1984-85 school year.

30 A joint CFT/Board Teacher Allocation Committee shall be established to review the enrollment
 31 projections, teacher allocations and schedule of classes and to review the Board's initial allocation
 32 of teachers in light of revised enrollment or other factors that may result in classes not being in
 33 compliance with these provisions. The committee shall consider requests from schools for
 34 additional allocation of teachers. It may allocate additional teacher(s) and/or instructor assistants
 35 from the reserve pool referred to above at any time after initial allocations are received (i.e. spring or
 36 fall). After the beginning of the school year, the committee shall have responsibility for reducing
 37 teacher allocation to schools whose actual enrollment does not justify the initial allocation and for
 38 re-assigning these teachers. In exercising this responsibility, the committee may take into account
 39 the effect of any reduction on the school's program as well as the relative need for the teachers at
 40 other schools. No school's allocation of teachers shall be reduced later than the 3rd Friday of the
 41 school year.

42 The committee may approve variations from the limits. If and when the reserve pool is exhausted
 43 and reassignment of positions and/or teachers is completed:

44 (a) the Board shall have no further obligation to employ additional teachers or instructor
 45 assistants for the purpose of complying with all class size limits above;

46 (b) the committee shall be deemed to have approved any remaining variations from the
 47 class size limits above.

1 The Board shall not be obligated to provide more than \$111,280 in overload payments annually
2 (\$115,560 effective the 1999-2000 school year).

3 The committee may adopt guidelines governing the payment of overload pay and the allocation of
4 instructor assistants to overload classes specified above.

5 A grievance may be filed on adherence to the process, on hiring at a ratio of 48/1000 and on
6 establishing a reserve pool, but not on the educational soundness of a decision to allocate or not to
7 allocate any teachers to any school. A grievance cannot be filed on an issue as to which the
8 committee was unable to reach a decision.

9 4. Funding to Reduce Class Size

10 The Board and Federation agree to seek sufficient funds to reduce class size in grades K-3 to 15-18
11 students, either through additional revenue or savings as agreed by the parties, with priority to the
12 most economically disadvantaged schools as funds become available. The Budget Commission
13 shall adopt, by May 1, 1997, a strategy for pursuing this objective.

14 5. Reserve Pool Allocations to Team Based Schools

15 Beginning the 1998-99 school year, the Budget Commission shall recommend a per pupil budget
16 allocation to team based schools which includes a portion of the funds supporting the reserve pool
17 of teachers and instructor assistants established by ≈500.3.

18 ≈605

EDUCATIONAL SUPPORT PERSONNEL (ESP)

19 1. General Coordination of Support Staff

20 a. Caseload

21 Speech pathologists, visiting teachers, and psychologists shall each form an assignment
22 committee consisting of no more than three administrators for that discipline and three
23 members appointed by the practitioners in that discipline. Each committee shall develop and
24 recommend to the responsible administrator designated by the Superintendent assignment of
25 schools and caseloads within that discipline. Such assignments shall, to the extent possible,
26 provide for equitable distribution. Each committee shall review caseloads periodically.

27 In any school which has more than one counselor, counselors shall meet, at least annually,
28 with the principal or designee, for the purpose of assigning caseloads. To the extent possible,
29 caseloads shall be assigned on an equitable basis.

30 b. Facilities

31 All counselors, psychologists, and visiting teachers shall be provided in each school with a
32 telephone and adequate office space in a private setting, within existing facilities, for the
33 purpose of conducting conferences and evaluations.

34 c. Additional Staff

35 The Board shall add two visiting teachers, two school psychologists and two speech
36 pathologists to the districtwide assignment pool for the 1995-96 school year, in addition to
37 any increase in state funded units. The Board shall add two visiting teachers, two school
38 psychologists and two speech pathologists to the districtwide assignment pool for the 1996-
39 97 school year in addition to any increase in state funded units. The total number of school
40 social workers required by this provision shall be reduced in proportion to the number of
41 students enrolled in any team based schools.

42 2. Speech Pathologists

43 Speech pathologists shall receive one day released time for every increment of 30 students for the
44 purpose of preparing IEP's, rounded to the nearest one half day.
45

1 3. School Psychologists

2 a. Vacancies, Transfers, and Assignments

3 There are presently three general categories of School Psychologists.

- 4 (1) School Psychologists
 5 (2) Auxiliary Services School Psychologists
 6 (3) Special Program Positions

7 When a vacancy occurs in any of these three categories, the vacancy may be filled by present
 8 psychologists according to the transfer procedures of the contract.

9 Assignment of psychologists in the general category shall be made according to provisions of
 10 Paragraph 1.a. above.

11 4. Visiting Teachers

12 All visiting teacher contracts will be for an additional fifteen days beyond the standard teacher
 13 contract. These days will be divided with two weeks before the opening of school and one week
 14 after the close of school in June.

15 **¶610** **SPECIAL TEACHERS**

16 1. Elementary Teacher-Librarians

17 Each elementary school shall be staffed with a full-time certified teacher-librarian except as
 18 provided in ¶145.9. Teacher-librarians shall work an additional five days beyond the standard
 19 teacher contract. In schools of 700 students or more, an instructor assistant shall be assigned to
 20 the library for one hour a day to assist the teacher-librarian with shelving and other tasks so that
 21 the library can be fully utilized by students.

22 2. Special Education

23 a. Special Education Curriculum Council

24 The Special Education Curriculum Council shall represent teachers in development of the
 25 district's annual special education plan. However, regular education teachers shall also be
 26 involved in the design of experimental units and/or inclusion models. Further, the
 27 Curriculum Council Steering Committee or its designee(s) shall meet regularly with the
 28 district administrator for special education compliance to address compliance issues,
 29 program quality and other teacher concerns.

30 b. Class Size

31 The number of students served in or assigned to a special education classroom
 32 period/teacher or a preschool disability class/teacher shall not exceed the limits set by the
 33 Ohio Department of Education (ODE). Students may be reassigned within a building as
 34 specified through the school's or unit's ASDO. Currently, ODE limits are:

	Enrollment Limit	Instructional Maximum
35 MH (K-12)	8	8
36 HH (K-12)	10	8
37 VH (K-12)	10	8
38 OOHH (K-12)	10	8
39 SBH (K-12)	12	10
40 DH (K-8)	16	12
41 DH (9-12)	24	16
42 SLD (K-12)	16	12
43		
44		

1 Alternate Service Delivery Option (ASDO) proposals shall be developed by the school's special
 2 education teachers or, if they so choose, representatives they elect, by at least three regular
 3 classroom teachers, the school psychologist, a school administrator, and other appropriate
 4 support staff. The plan shall be reviewed by TBC/ILT and then submitted to the school
 5 faculty, requiring a 2/3 majority for approval. It shall be implemented as designed. Any
 6 changes must be submitted in writing and approved at the school level by the same process.

7 The Board shall assign students to special education units prior to the beginning of the
 8 school year in keeping with these limits. However, if one or more special education units in
 9 the district are not in compliance with these limits, the Board shall assign up to 15 additional
 10 special education units, as needed, by October 1 of each school year.

11 No more than six special education students shall be assigned to a regular education class
 12 for mainstreaming unless some staff assistance is provided to assist the regular education
 13 teacher.

14 c. Placing Students in Classes

15 Special education students shall not be placed in a special education class unless there is
 16 written documentation of the student's handicap and the student has, at minimum, a
 17 temporary IEP. The placement team shall then write an IEP within the time specified in
 18 applicable state regulations.

19 Primary and intermediate special education students shall not be assigned to the same
 20 special education instructional period. The Regular Education Guide for grades 1-3 Plus and
 21 4-6 Plus shall apply.

22 The special education compliance administrator shall employ teachers as needed, at the
 23 extended employment rate, to assist with placement of units and students and with other
 24 compliance activities. Special education lead teachers shall have preference for these
 25 assignments.

26 d. IEP's

27 Each special education teacher who is responsible for preparing more than six IEP's shall be
 28 assigned one "IEP workday" annually during which a substitute teacher will be provided.
 29 This workday is to provide time for the special education teacher to prepare for and/or
 30 participate in IEP conferences and shall be scheduled prior to the deadline for submission of
 31 IEP's.

32 Further, any teacher responsible for writing IEP's in excess of the enrollment limit as of
 33 February 1 shall be entitled to an IEP work day in addition to the day provided by e. below.

34 e. Case Coordinators

35 A special education Case Coordinator shall be appointed at each school which has a
 36 caseload, defined as follows. Caseloads include students identified as handicapped and
 37 students with suspected disabilities, including students in the school's attendance zone who
 38 attend non-public schools or pre-school classes, but excluding cases managed by district
 39 teachers or educational support assigned to non-public schools.

40 A credentialed lead teacher in special education or a lead counselor, school social worker, or
 41 school psychologist shall receive priority for the position. If none are available, a special
 42 education teacher, a counselor, school social worker, or school psychologist shall be
 43 appointed. If none are available, a regular education teacher may be appointed.

44 Case coordinators shall be appointed from applicants by a selection panel appointed by the
 45 ILT which includes the principal, special education and regular education teacher(s).

1 Case Coordinators shall receive supplemental pay at an annual rate according to a schedule,
2 caseload, and compensation guidelines agreed upon by the parties by June 1, 1997 for the
3 term of the contract, based upon the caseload.

4 A Case Coordinator who is also appointed as a Special Education Area Lead Teacher at the
5 school shall be eligible for additional compensation as Case Coordinator only if the school has
6 more than the number of students designated by the parties on his/her caseload in addition
7 to identified handicapped students in attendance at the school. Such compensation shall not
8 exceed an amount agreed to by the parties as provided in the schedule described above.

9 Case Coordinators shall be paid effective 1997-98 school year from a pool of money in an
10 amount to be negotiated by the parties by June 30, 1997.

11 f. Special Education Reopener

12 If the State of Ohio adopts legislation that mandates substantial changes in the design of the
13 Special Education Program, the parties shall reopen regarding the impact on terms and
14 conditions of employment.

15 3. Vocational Education

16 All vocational teachers who are required by state standards to have extended employment and are
17 not on an extended contract shall be paid their daily rate of pay for such employment.

18 4. Pre-School Teachers

19 a. Teacher Work Day

20 The work day for pre-school teachers shall be seven hours, including a 30-minute duty-free
21 lunch and 30 minutes daily for preparation and/or conference time. The standard work year
22 for pre-school teachers shall be the same as for other teachers.

23 b. Benefits and Leave

24 Pre-school teachers shall enjoy the same fringe benefits, holidays, personal leave, and sick
25 leave as other teachers.

26 c. Salaries

27 New pre-school instructors shall be placed on Salary Schedule C under the same provisions
28 as other teachers.

29 d. Budget

30 Pre-school teachers shall be informed of the supply equipment and materials budget for their
31 program and may submit requests for such funds.

32 e. Seniority

33 For pre-school teachers, seniority shall be defined as follows:

- 34 (1) total number of years of continual service in the district as a pre-school instructor or
35 contract teacher,
36 (2) total number of years in the building of current placement,
37 (3) total number of years in a preschool program (e.g. ESEA Title I, Headstart, or others).

38 5. Work-Study Coordinators

39 Work study coordinators shall work 5 days following the close of school. The schedule for
40 such days shall be approved by his/her supervisor. By September 20, each work study
41 coordinator shall identify 5 days during the school year s/he will not report to school subject

1 to approval of their supervisor. Otherwise, the supervisor of the work study coordinator shall
2 identify the 5 days. No 2 days may fall in the same month nor be consecutive. Other than
3 for reasons of separation, the work study coordinator shall receive paychecks and accrue sick
4 leave as if those days had been served.
5

1 6. Night School Teachers

2 Night school classes shall be limited to 35 students enrolled at any one time. The
 3 administration may establish waiting lists so that additional students can be assigned when
 4 enrollment in a night school class falls below 35.

5 Opportunities for night school vacancies shall be announced annually. Selection of teachers
 6 for night school positions shall be made on a districtwide basis. Career and lead teachers
 7 shall receive priority consideration for night school vacancies.

8 7. Summer School Teachers

9 a. Opportunities for summer school teaching vacancies shall be announced annually. Selection
 10 of teachers for summer school positions shall be made on a districtwide basis. Career and
 11 lead teachers shall receive priority consideration for summer school teaching vacancies.

12 b. Summer school teachers assigned to teach 3 or more hours per day shall be assigned one 45
 13 minute preparation and/or conference period daily.

14 c. Evaluation procedures, if any, for summer school teachers shall be negotiated by the Board
 15 and the Federation.

16 d. Summer school salaries are governed by Appendix A, Schedule G.

17 e. Summer school teachers shall be entitled to use accrued sick leave or personal leave on the
 18 same basis as contract teachers during the regular school year. However, any absence of
 19 more than 3 days during the first week of summer school may result in loss of the position.

20 f. If a reduction in the number of summer school teachers becomes necessary after the
 21 beginning of summer school, summer school teachers shall be released based on certification
 22 and seniority, beginning with the least senior, except that career and lead teachers shall
 23 receive priority for retention of positions.

24 g. Upon request, the Board shall mail paychecks of summer school teachers to their home or
 25 summer address.

26 h. In addition to the above, the following contract provisions apply to summer school teachers:
 27 ¶¶100, 110, 120, 130, 140, 160, 200.1, 215 (1, 2, 3, 5), 240, 260, 300, 400, 500, 800, 810,
 28 820, 900.

29 **¶620** **SUBSTITUTES**

30 1. Definition

31 a. Class I Daily Rate Substitute

32 Refers to a substitute who has indicated restrictions on his/her service or who has not
 33 qualified as a Class III substitute.

34 b. Class II Daily Rate Substitute

35 Refers to a substitute teacher who has been in an assignment for more than 10 but
 36 less than 21 days.

37 c. Class III Daily Rate Substitute

38 Refers to a substitute teacher who has indicated no restrictions on assignments and
 39 who agrees not to limit his/her service to any particular school(s), grade level(s),
 40 assignment(s), subject(s), day(s) of the week, or to a certain number of days.

1 For purposes of this section, a refusal means declining any assignment prior to 30
 2 minutes after the start of school or being unavailable for assignment between 6 am and
 3 8 am two days in a ten day period.

4 If a Class III substitute teacher refuses any assignment more than two times in any
 5 quarter, they will be reclassified as a Class I substitute teacher for 5 pay periods. At
 6 that time, one may reapply for Class III status. If Class III status is lost a second time,
 7 one must wait until the following school year to reapply.

8 Personal illness and other absences outside the employee's control will not be
 9 considered a refusal but will be deducted from the substitute teacher's accumulated
 10 sick leave and no compensation will be paid provided the substitute teacher has leave.
 11 If no leave is available, such absence will be considered a refusal.

12 d. Class IV Daily Rate Building Substitute

13 A building substitute is a substitute teacher who is assigned to the same building daily
 14 and is available for reassignment if necessary.

15 e. Class V Long Term Substitute

16 ¶620.10.a defines long term substitutes and sets forward terms and conditions of
 17 employment. Long term substitutes are automatically non-renewed at the end of the
 18 school year.

19 f. Hourly Rate

20 When an hourly rate is used, it shall be one-seventh of the substitute's current daily
 21 rate, including sick leave incentive, extended assignment rate and Class III status.

22 Building substitutes shall not replace another substitute who has been in an assignment 11
 23 days or more unless the building substitute is certified for the assignment and the original
 24 substitute is not. If a building substitute is assigned to a long term (21 days or more)
 25 assignment, a Class III substitute shall be assigned to the building each day the building
 26 substitute is reassigned. However, if the building substitute fills a vacancy by March 1 which
 27 is expected to last until the end of the school year, another building substitute shall be
 28 assigned to the school.

29 2. Workday

30 a. A substitute teacher day shall consist of 420 minutes which includes a 30 minute duty-free
 31 lunch and no more than 345 minutes subject to assignment in school.

32 However, in grades 7-12, a substitute shall not be assigned to teach more than 6 class
 33 periods per day and shall enjoy a preparation period of 45 uninterrupted minutes or a class
 34 period daily, whichever is greater.

35 This provision will not apply in cases where a substitute teacher arrives late and the regular
 36 teacher's preparation time has passed nor will it apply to a substitute teacher who is only
 37 assigned for a half day.

38 Class II and Class V substitute teachers shall follow the normal daily schedule for that
 39 assignment.

40 b. If a substitute agrees to be assigned duties for more than 345 minutes or teach one more
 41 class beyond the requirement of paragraph 2a above (for grades 7-12), the substitute will be
 42 compensated at his/her current hourly rate. Each additional class period taught will be
 43 considered an hour of time.

44 c. If a substitute teacher's required work day extends beyond 7 hours, the substitute will be
 45 compensated at his/her current hourly rate to the nearest 15 minutes. Working day
 46 includes lunch, preparation, and travel time, if more than one building is assigned.

- 1 d. When the principal assigns a substitute teacher additional time to confer with the absent
 2 teacher prior to or following a period of absence, such time will be paid at the substitute
 3 teacher's current daily rate.
- 4 e. If a substitute teacher is assigned to grade exams, compute quarterly grades, or attendance
 5 records for an absent teacher on a records day, s/he will receive one half-day's pay.
- 6 f. At a school, Class I Substitutes shall be placed in the assignments for which they were called,
 7 unless:
- 8 (1) reassigned in the same area as the original assignment. Areas are defined as
 9 academic, non-academic, or special education.
 10 (2) assignment for which called is no longer available.
 11 (3) called for one-half day but full day assignment is now available.
 12 (4) an insufficient number of substitute teachers are available in the building.
 13 (5) reassigned in the substitute teacher's area of certification.
 14 (6) no specific assignment was designated.
- 15 If the above conditions are not met, the substitute teacher may accept reassignment or "call
 16 in pay" as described below.
- 17 g. ¶220.8.a(1), (2), (3), (4), shall apply to building substitutes (Class IV) and Class II substitutes.
 18 ¶220.8.a(5) shall apply to building substitutes only on a voluntary basis.
- 19 h. If a substitute teacher is assigned and subsequently not needed, an attempt will be made to
 20 reassign the substitute teacher. If a reassignment is not available, the substitute teacher will
 21 be compensated for one-half day. The principal may provide one-half day of appropriate
 22 work for the substitute teacher to perform with pay.
- 23 Class I and Class A substitutes may refuse reassignment without affecting their call in pay.

24 3. Evaluation and Career Plan

25 a. Evaluation

26 The substitute performance evaluation form used shall be that developed by a joint
 27 committee of Federation representatives and administrators. Any revision in the form shall
 28 require the mutual consent of the parties.

29 If a performance evaluation summary is completed regarding a substitute, it must be
 30 accompanied by documentation of the substitute teacher's performance, including such
 31 items as classroom observation reports, written reports, if any, from teacher(s) who the
 32 substitute has replaced, and other documentation relating to the sub's responsibilities at the
 33 school. If a substitute is rated less than satisfactory on classroom performance, the
 34 evaluator(s) shall conduct at least one classroom observation sufficient in length to justify all
 35 conclusions reached. The substitute shall receive a copy of all performance evaluations and
 36 may attach a rebuttal to any evaluation.

37 The Department of Human Resources shall provide any substitute with an opportunity to
 38 discuss more than two less-than-satisfactory performance evaluations.

39 Before a long term substitute (Class V) who has served in an assignment 30 days or a
 40 building substitute (Class IV) who has served as the building substitute in the building for
 41 more than 30 days is removed or dismissed due to performance, a performance evaluation
 42 must be completed including documentation as described above. However, such
 43 documentation shall include two classroom observations instead of the one referred to above.

44 b. Voluntary Evaluation

45 A Class III substitute may request that a substitute performance evaluation be completed
 46 provided that the substitute serves at least 30 days at the school during the school year or
 47 serves in a LTS assignment 30 days or more. The evaluation may be requested from up to

1 two principals per school year and must be requested no later than ten days after completion
 2 of the 30 days provided the substitute is assigned in the building at least five days after the
 3 request. Such evaluations may be completed at various times during the school year but
 4 may not be requested after May 1. A building substitute may request an evaluation from
 5 his/her principal for the school year no later than November 30.

6 At least two classroom observations, substantial enough in length to justify the conclusions
 7 reached, must be completed as part of such evaluations. These observations may be
 8 conducted by the principal, assistant principal, supervisor, or by a teacher designated by the
 9 principal who is certified in the same area as the substitute. (Note: The Career in Teaching
 10 Program Agreement shall govern which teachers may perform this role.) However, substitute
 11 performance evaluation shall be completed by the principal or assistant principal.

12 c. Daily Reports

13 The Board shall use the two part report developed by the Board and Federation whereby
 14 teachers and substitutes can share information regarding work day(s).

15 d. Appointment/Discipline/Dismissal

16 All substitute teacher appointments shall be for a school year or a portion thereof remaining
 17 after the date of appointment with no expectation of continuing employment. Discipline and
 18 dismissal of substitute teachers during the course of a school year shall be in accordance
 19 with ¶215.1, 2, 3, 5. Adherence to the procedures described in this section are subject to the
 20 Grievance procedure. However, a substitute teacher may not file a grievance challenging the
 21 Board's decision to dismiss said teacher.

22 Principals shall provide documentation to support any request that a particular substitute
 23 not return to their school to be a substitute teacher.

24 e. Training and Advancement

25 An inservice training program committee shall be developed for substitute teachers. The
 26 districtwide substitute representatives shall provide recommendations regarding the content
 27 and other arrangements. If offered beyond the work day, inservice sessions shall be
 28 voluntary, or, if attendance is required, paid at the substitute's hourly rate.

29 f. Continuing Education

30 Upon request, substitutes will be referred to local universities for information regarding
 31 certification and re-certification. Career counseling will be available to all substitutes.

32 g. Advancement

33 A list of proposed building substitute positions for the following school year shall be
 34 announced by May 1. Substitutes shall be invited to submit an application indicating their
 35 interest in building substitutes (Class IV), long term substitute (Class V) positions, or Class
 36 III status for the following year.

37 h. Career Plan

38 A request will be made by the Department of Human Resources of all substitutes with a
 39 standard teaching certificate, by May 15, to ascertain if the substitute is interested in full-
 40 time employment. All substitutes having answered yes will be required to submit a resume
 41 to be distributed to all appropriate principals. The resume will include, but not be limited to,
 42 the following:

- 43 (1) Certification
- 44 (2) Experience
- 45 (3) Voluntary evaluations or observations
- 46 (4) Recommendations

1 4. Sick Leave

2 a. Building Substitutes

3 Building substitutes (Class IV) shall be eligible for sick leave on the same basis as regular
4 teachers.

5 b. Other Daily Rate Substitutes

6 All substitutes will accrue sick leave at the same rate as regular teachers.

7 Classes I, II, and III substitutes may use accrued sick leave if s/he has been working at the
8 same school or assignment for three consecutive work days. However, a Class I, II, and III
9 substitute may use no more than 3 days of sick leave in any 10 day period.

10 c. Sick Leave Conversion

11 Substitute teachers will have sick leave conversion upon retirement, pursuant to ¶700.3.q at
12 the substitute's final daily rate of pay, but may not convert accumulated sick leave
13 transferred from another employer.

14 For a substitute teacher who retires from the Cincinnati Public Schools but has previous
15 service as a Cincinnati Public School contract teacher, sick leave conversion shall be paid so
16 that sick leave accumulated as a contract teacher shall be paid at the teacher's last contract
17 salary; sick leave accumulated as a substitute shall be paid at the final substitute rate.

18 5. Attendance Incentives

19 An additional \$2.00 a day daily rate substitute teachers who have an accumulated sick leave
20 balance of 30 days earned as a Cincinnati Public Schools daily rate substitute teacher will be paid
21 for each day worked the following school year. This determination will be made as of January 1,
22 1990 and each August 1 thereafter.

23 Effective beginning the 1989-90 school year, a lump sum payment of \$2.00 per day worked will be
24 paid to any retired teacher who works 85 days. Such payment will be made by July 1.

25 6. Appearance in Court

26 Class III, IV, and V substitute teachers who are absent in response to a subpoena in (1) a court
27 proceeding, or (2) an administrative hearing, in which neither the substitute teacher nor a labor
28 organization recognized by the Board is a party, shall incur no loss in pay, benefits, or accrued
29 leave subject only to a deduction of the amount of any witness fee or other compensation in excess
30 of \$35 per day. ¶230.17.b shall also apply to daily rate substitute teachers. If the absence is
31 longer than one day, pay shall be based upon the average percentage of days worked during the
32 previous two pay periods.

33 However, any substitute whose appearance arises from a justifiable line of duty action on the part
34 of the substitute and any substitute who is subpoenaed as a witness to an incident arising in the
35 line of duty, shall be paid for those day(s) and shall suffer no loss of pay, benefits, or accrued leave.

36 7. Fringe Benefits

37 a. Building substitutes are eligible for the same health benefits and Term Life Insurance as
38 other full-time teachers, by making the same contribution.

39 b. All substitutes who work 85 days during the school year shall receive a benefit bank deposit
40 of \$300 on September 1, if they are currently employed by the Board in any capacity.

41 c. There shall be a separate property damage fund for daily rate substitutes of \$1,000 per year.
42 This fund shall be administered pursuant to ¶700.3.s. If a surplus remains in the regular
43 teacher fund, substitute teachers may apply for such surplus.

1 d. If a long-term substitute (Class V) has been in an assignment for at least 30 days of the last
2 quarter and has served to within 5 days of the end of the school year, s/he will not lose
3 benefits during the summer recess.

4 8. Daily Rate Substitute Teacher List

5 The Department of Human Resources shall maintain a list of substitute teachers by areas of
6 certification noting grades, subjects and/or areas of greatest experience and shall make that list
7 available to each school, updating it on a quarterly basis.
8

1 9. General Provisions

2 In addition to paragraphs 1-8 of this section above, the following provisions of this contract apply to
 3 daily rate substitutes: ¶100 Term of Contract; ¶110 Recognition; ¶120 Fair Practices; ¶130
 4 Federation Rights; ¶140 Personnel Files; ¶150 School Leadership; ¶160 General Provisions; ¶220
 5 Teaching Assignments, Par 7, 9, and 13; ¶230 Teacher Absence, Par 1-9; ¶240 Teaching
 6 Conditions; ¶300 Grievance Procedure; ¶400 Pupils; ¶700 Salaries/Fringe Benefits, Par 3,j and u,
 7 ¶800 Board Authority; ¶810 Amendment; ¶820 Legality; ¶900 Term of Contract; and other
 8 provisions which are expressly applicable to daily rate substitutes or a particular class of daily rate
 9 substitute. No other provisions apply.

10 10. Long-Term Substitute Teachers

11 a. Definition

12 Long Term Substitutes are defined as substitute teachers who serve on a temporary basis in
 13 a position for more than 20 consecutive working days. The effective date of appointment
 14 shall be the 21st consecutive day of service in a given position. If a substitute is filling a
 15 vacancy or if serving for a teacher who is absent and serves in the position for more than 20
 16 days, the pay shall be retroactive to the first day of the assignment. However, a substitute
 17 may be appointed as a long term substitute prior to the 21st day, whether serving in a
 18 vacancy or replacing an absent teacher. If so, the substitute shall be paid as a long term
 19 substitute beginning with the effective date of the appointment and shall be paid, as
 20 stipulated above, for days served in the assignment prior to the date of appointment.
 21 Consecutive work days shall not be interrupted by the use of sick leave, assault leave,
 22 Federation leave, or any other approved absence.

23 b. Conditions for Employment

24 Long-term substitute teachers may be appointed only when one or more of the following
 25 conditions occur:

- 26 (1) temporary positions created by absence of regular employees occur for periods of more
 27 than twenty consecutive working days;
- 28 (2) the long-term substitute teacher does not meet minimum employment standards by
 29 training, references or interview performance or did not qualify for a standard Ohio
 30 certificate;
- 31 (3) the long-term substitute is a retired Ohio teacher;
- 32 (4) the long-term substitute teacher does not wish to make a commitment for the
 33 completion of the current school year;
- 34 (5) a regular vacancy occurs subsequent to November 30.

35 c. Dismissal

36 Long-term substitute teachers serve temporarily and are subject to dismissal:

- 37 (1) when the performance is less than satisfactory in the judgment of the principal and
 38 supervisor;
- 39 (2) upon return of the regular employee;
- 40 (3) when a long-term substitute teacher was employed under Paragraph 10.b(2), above,
 41 and a fully qualified candidate is available;
- 42 (4) at the conclusion of the school year if employed at that time.

43

1 d. Qualifications for Contract
 2 Long-term substitute teachers who serve 120 or more days during a given school year and
 3 who are employed for a regular vacancy for the ensuing school year for which they are fully
 4 qualified shall be given contracts. Long-term substitute teachers who are employed as of the
 5 end of the school year and who served 120 consecutive working days during the school year
 6 as a long-term substitute teacher and who are employed under contract at the beginning of
 7 the ensuing school year shall receive seniority credit effective the date of last appointment as
 8 a long term substitute teacher.

9 e. Evaluation
 10 Long-term substitute teachers shall be appraised using the substitute teacher evaluation
 11 process. However, long-term substitute teachers employed prior to December 1 shall be
 12 appraised using the standard evaluation process.

13 f. Priority for Re-Employment
 14 Long-term substitute teachers shall be considered for re-employment after contract teachers
 15 who have been laid off, but before applicants who have not been employed as long-term
 16 substitute teachers during the previous school year.

17 g. Salaries and Fringe Benefits
 18 Long-term substitute teachers' salaries and fringe benefits are governed by the provisions of
 19 the Collective Bargaining Contract applicable to contract teachers.

20 11. Building Substitutes
 21 An elementary school's ILT may requisition a building substitute or arrange to share a building
 22 substitute with another school, using its budget allocation.

23 12. Availability of Substitutes
 24 The parties recognize that maintaining an adequate pool of qualified substitute teachers requires
 25 continuous effort. The Board shall actively recruit substitute teachers, including advertising in
 26 newspapers of general circulation.

27 **¶630** **S.L.D. TUTORS**

28 1. S.L.D. Tutors
 29 a. Contract Employment and Service Credit
 30 S.L.D. Tutors shall be appointed as regular contract teachers beginning the 1993-94 school
 31 year. Thereafter, advancement on salary schedules shall be governed by the same provisions
 32 pertaining to other contract teachers, with one year of service credit for each year of service
 33 as an S.L.D. tutor. S.L.D. tutors shall receive 6/7 of the Schedule C salary.

34 The parties agree to consider S.L.D. Tutor salaries during any special education reopener as
 35 provided in ¶610.

36 b. Continuing Contract
 37 S.L.D. Tutors must have at least three years experience as a contract teacher and meet the
 38 other requirements before being eligible for continuing contract.

39 c. Travel Time

1
2
3

For S.L.D. Tutors who are assigned to more than one school on a particular day, travel time shall be provided for in the assigned schedule.

1 d. Caseload
 2 Representatives of the Board and of the Federation shall convene within 45 days of the
 3 ratification of this agreement to determine a mechanism for assigning students to S.L.D.
 4 tutors. The representatives shall be encouraged to limit the assignment of any one tutor to
 5 no more than three sites per day, if that assignment will result in no additional cost to the
 6 Board. The representatives shall meet periodically to review if modifications to the plan will
 7 result in any economies.

8 e. Working Both Public and Non-Public Schools
 9 If a tutor is assigned to both public and non-public schools, and is required to work on days
 10 which are not work days on the Cincinnati Public School calendar, the tutor shall submit to
 11 the administrator designated by the Superintendent a work schedule reflecting compensatory
 12 time from the CPS calendar for the required work. This schedule must be submitted for
 13 approval by October 15. Approval will not be unreasonably withheld.

14 For employees classified as S.L.D. Tutors, the surplussing procedures in ¶250.3 shall not
 15 apply and such employees shall be surplussed on a systemwide basis. If a choice needs to be
 16 made between two (2) or more such employees who are properly certificated and their
 17 training, experience and individual qualifications are substantially equal, seniority shall
 18 control the choice. At the option of the Board, an S.L.D. tutor may be assigned to a vacant
 19 teaching position for which the S.L.D. tutor is properly certificated.

20 f. Workday
 21 The S.L.D. Tutor workday shall be no more than four hundred twenty (420) consecutive
 22 minutes per day, including a duty-free lunch period of thirty (30) minutes and an
 23 uninterrupted preparation period of no less than forty five (45) minutes.

24 g. Contract Provisions that Apply
 25 Except as provided above, all other provisions of this Collective Bargaining Agreement apply.

26 **¶700 SALARIES AND FRINGE BENEFITS**

27 1. Salary Increases
 28 All salary schedules, except Schedule E, shall be increased by 2.6% effective the first full pay period
 29 in January, 1997. All salary schedules, except Schedule E shall be increased by 3% effective the
 30 first full pay period in January, 1998. All salary schedules, except Schedule E, shall be increased
 31 by 3% effective the first full pay period in January, 1999.

32 Schedule E salaries shall be increased by 2.6% effective with the beginning of the 1997-98 school
 33 year by an additional 3% effective with the beginning of the 1998-99 school year and by an
 34 additional 3% effective with the beginning of the 1999-2000 school year.

35 The cumulative cost, during the term of the contract, of the across the board raises provided above,
 36 the addition of step 27 to Salary Schedule C and the training increments provided in paragraph c
 37 below shall be equal to the cumulative cost of 3% across the board raises for each calendar year of
 38 the contract.

39 a. Career Teacher Increment
 40 The annual salaries of teachers who have career level or lead teacher status, pursuant to the
 41 Career-in-Teaching Program Agreement between the parties, shall be increased by \$1000
 42 which shall be in addition to any lead teacher stipend.

43 b. Teacher Pay for NTBC certification

1 Any teacher attaining National Teacher Board Certification shall have \$1000 added to his/her
2 base salary, in addition to any salary supplement provided by the state, the next full school
3 year the certification is in effect.

4 c. Training Increments

5 Effective August 1, 1998, the annual salaries of teachers who complete 100 hours of required
6 or inservice instruction shall be increased by \$750. The annual salaries of teachers shall be
7 increased by an additional \$250 for each 100 completed additional hours of such instruction.
8 The increments shall be effective at the beginning of the school year following completion of
9 the coursework.

10 Eligible courses shall include:

- 11 • "core courses" and CUSI courses taken at Mayerson Academy after September 1, 1993,
- 12 • courses designated by the EIP following ratification of this agreement as pertinent to
13 district promotion or credit granting standards, student assessments and/or to other
14 district objectives,
- 15 • courses determined by a school's ILT, with faculty approval, as necessary, to implement
16 the school's approved program focus, magnet program or Title I Project, as provided in
17 ≈250.2 above.

18 However, courses or other inservice training shall not count toward meeting the requirement
19 for a training increment if the teacher received additional pay for the time spent in the course
20 or other training or if the training is taken during the school day, on a Saturday, or at some
21 other time on a regular work day for which the teacher received equivalent time off, pursuant
22 to a training plan recommended by the ILT and approved by 2/3 vote of the faculty.

23 In regard to courses offered after January 1, 1997, the Mayerson Academy may require an
24 assessment of knowledge and skills learned in the eligible courses or the district may do so
25 using a process approved by the EIP.

26 Any disputes regarding the eligibility of courses for this training increment shall be resolved
27 as follows: The teacher shall be invited to submit to the Alternate Grievance Panel (AGP) any
28 documentation regarding courses completed. The AGP shall review the available
29 documentation and make a final and binding determination regarding the teacher's claim.

30 d. Incentive Compensation

31 The parties will develop, negotiate, and implement a School Incentive Award, to be effective
32 the 1998-99 school year, to provide incentives for teachers and other school staff to improve
33 student achievement. The parties will begin discussions on criteria, indicators, and awards
34 no later than May 1, 1997. The model will provide equal payments to each bargaining unit
35 member in the school that qualifies for the award. Such payments shall be in addition to the
36 salary to which the teacher is entitled by this contract. Implementation of the award shall be
37 contingent on the receipt of grants or other outside funds for this purpose.

38 2. Salaries

39 a. Appendix A

40 The salaries of teachers covered by this contract are set forth in Appendix A, which is
41 attached hereto and made a part of this contract.

42 b. Initial Position on Salary Schedule

43 The initial salary of a teacher shall be the minimum on the schedule for which the teacher is
44 qualified, plus any allowance due the teacher for prior teaching experience and/or military
45 service. Allowance for prior teaching experience shall be made on the basis of:

- 46 (1) One (1) year of credit for each year of teaching experience up to a maximum of ten (10)
47 years of which no more than three (3) years may be substitute teaching experience.

- 1 (2) Allowance for military service shall be made on the basis of one (1) year of credit for
2 each year of military service up to a maximum of six (6) years.
- 3 (3) Allowance for a combination of prior teaching and military service shall be made on the
4 basis of one (1) year of credit for each year of military service up to a maximum of six
5 (6) years, and prior teaching experience up to a maximum of ten (10) years.
- 6 (4) One (1) year of credit for a minimum of six hundred (600) hours of teaching experience
7 within a given school year (September 1 through August 31), up to a maximum of ten
8 (10) years shall be given to teachers formerly on a hourly basis at Stowe and McMillan
9 prior to being placed on Schedule C in December, 1979.
- 10 (5) School nurses shall receive credit for each year of school nursing experience up to a
11 maximum of ten (10) years. Effective January 1, 1975, non-degree school nurses with a
12 Four-Year Provisional or higher certificate shall be paid as Class II teachers.
- 13 (6) In determining the initial salary of a teacher of trade and industrial vocational subjects,
14 a year of work experience, either at the apprenticeship level or beyond, shall be
15 accepted as a substitute for a year of college or university work, and a total of four (4)
16 years of such work experience, or of four (4) years of college or university training and
17 work experience combined, shall be accepted in lieu of college graduation. Any year of
18 work experience above the apprenticeship level, which is not used for satisfying the
19 college graduation requirement, shall be accepted in lieu of teaching experience
20 provided such work experience shall have been directly related to the specific
21 vocational field in which the person is assigned.
- 22 (7) Part-time experience shall be credited for initial placement on the salary schedule and
23 for annual service increments as follows:
- 24 (a) One full year of credit for regular full-time service of 120 days within a given
25 school year;
- 26 (b) One-half year credit for regular full-time service between 60 and 119 days within
27 a given school year;
- 28 (c) No credit shall be given for less than 60 regular full-time days of service;
- 29 (d) Annual service increments shall be given only at the beginning of a school year;
- 30 (e) Credit for one-half year of service shall carry forward until a full year of credit is
31 earned and given on the schedule;
- 32 (f) Part-time teachers (those appointed for a fraction of the work day) shall receive
33 experience credit on a pro rata basis.

34 c. Increments

35 Salary increments become effective at the beginning of each contract year. Future
36 increments are based upon the completion of the appropriate number of days of prior service.

37 Annual advancements in salary shall be granted in accordance with the rates of increments
38 specified in the salary schedule until the proper maximum salary has been attained.

39 A teacher who has been employed full time and has received pay for at least one hundred
40 twenty (120) days is eligible for an annual increment at the beginning of the next school year.

41 Effective with salary increments payable after the 1996-97 school year, teachers newly
42 qualifying for the following experience or longevity steps shall be required to obtain a
43 satisfactory or better rating on a performance evaluation completed during the first, third,
44 and fifth year of employment and the year prior to the effective date of the increments at
45 steps 17, 22, and 27. A teacher shall be denied an increment due to a less than satisfactory
46 evaluation and has the right to challenge the evaluation through the grievance procedure.
47 Further, such teacher shall be re-evaluated during the next school year or the next
48 evaluation cycle, whichever comes first. Upon a satisfactory or better evaluation, the teacher
49 shall be advanced on the salary schedule based on full credit for his/her experience. A
50 teacher who is placed in the Intervention process by the Peer Review Panel shall not receive a
51 longevity increment unless and until s/he completes the process with a satisfactory or better

1 rating. No teacher shall be denied a salary increment due to the administration's failure to
2 conduct a scheduled evaluation.

3 d. Salary Classification

4 Teachers shall be placed on the appropriate salary schedule by the Superintendent based
5 upon the experience and preparation of the teacher. (See salary schedule in Appendix A).
6

- 1 e. Term of Service
- 2 All personnel included under this salary schedule have an annual term of service as per the
3 teacher's individual contract.
- 4 f. Pay Plans
- 5 Twenty-six (26) checks delivered every other Friday year-round, beginning with the third
6 Friday of the school year, each for a uniform amount; or
- 7 Twenty-one (21) checks delivered every other Friday from the opening of school through the
8 end of school, beginning with the third Friday of the school year, each for a uniform amount;
9 or
- 10 Twelve (12) checks delivered on the first day of each month, each for a uniform amount
11 except that when the first is a non-business day, it shall be delivered the previous business
12 day. However, the January 1 check shall be due on the first business day of January.
- 13 Deductions from paychecks shall be made, whenever possible, in uniform amounts. At the
14 employee's option, final paychecks on the 21-check plan shall be delivered to teachers on the
15 Friday that is at least one week following the last working day of the school year.
- 16 Teachers assigned to auxiliary services and S.L.D. Tutors shall choose from the following pay
17 plans:
- 18 (1) Nineteen (19) checks delivered every other Friday during the school year for the salary
19 earned during the previous pay period, or
- 20 (2) Nineteen (19) checks delivered on a delayed basis from the opening of school through
21 August, each check for the salary earned during a previous pay period.
- 22 The above pay plans shall not be construed so as to limit or restrict the Board's authority to
23 establish and amend the school calendar or to open and close schools in accordance with
24 state law.
- 25 g. Delivery of Night Schools Paychecks
- 26 Certificated night school teachers who are also day school classroom teachers on an annual
27 rate shall have their night school paychecks delivered to them at their day schools.
- 28 h. Effect of State Mandates on Salary
- 29 Any state mandated salary increase shall be part of, and shall not be in addition to, any
30 salary increase resulting from the application of this Article.
- 31 i. Pay for Workshops
- 32 The Board shall develop a process in consultation with the CFT to expedite the payment for
33 workshops and other inservice activities so that participants are paid within 45 working days
34 of the activity. The process shall include a mechanism for partial payment for continuing
35 programs that go beyond 45 working days.
- 36 j. Emergency School Closings
- 37 In explanation of Board policy, where the Superintendent has authorized the closing of school
38 due to an emergency condition, an employee shall receive pay for such day where the
39 employee would otherwise have been in pay status, whether or not the employee has been
40 reassigned to another location. Such pay shall not be charged to any accrued leave. All
41 bargaining unit members shall be treated the same on declared snow days.
42

1 k. Montessori Teacher Training

2 As an exception to our present practice, teachers who have completed a Montessori training
3 program at an institution accredited by one or more of the recognized Montessori
4 associations shall receive credit on the salary schedule as if they had earned college credit for
5 the training provided that the Board has accepted or would accept such training as meeting
6 the Board's training requirements for teaching in a Montessori magnet school.

7 3. Medical, Prescription and Dental Coverage

8 No later than August 1, 1997 the parties will jointly solicit proposals and bids for medical and
9 dental benefits, term life insurance coverage, long and short term disability insurance. Upon
10 receipt of the proposals, either party may reopen this contract for the purpose of negotiating
11 changes in the design, administration, and/or cost of such benefits as well as the medical
12 reimbursement bank, effective January 1, 1998. The parties shall pursue all reasonable cost
13 containment strategies.

14 However, if total premium costs increase, the Board shall not be obligated to pay more than 2/3 of
15 the additional cost.

16 Either party may include additional coverage options in the solicitation of bids. However, the
17 coverage provided is subject to negotiation between the parties.

18 Such reopener, however, shall not provide the Federation with the right to strike, nor the Board
19 with the right to unilaterally implement, and shall not subject the parties to impasse resolution
20 procedures set forth in O.R.C. ≈4117.14.

21 a. Medical and Prescription Plans

22 Effective May 1, 1995, teachers electing medical coverage shall choose a Health Maintenance
23 Organization (HMO) or a Point of Service (POS) medical plan. Coverage shall be equivalent to
24 or better than Choice Care's New Health HMO and Co-Choice POS plans, respectively, as
25 described in the attached plan designs, including prescription drug coverage.

26 b. Board Contributions

27 Upon application by the teacher, the Board will purchase or provide a single, two person or
28 family coverage for any teacher appointed for six tenths (.6) time or more, less the dollar
29 amount shown on the monthly employee contribution schedule below, which shall be
30 periodically deducted from the teacher's paychecks.

31 For teachers appointed for less than six-tenths (.6) time, the Board shall pay one-half (1/2)
32 the cost of single, two person or family coverage, less the dollar amount shown on the
33 monthly employee contribution schedule below, which shall be periodically deducted from
34 the teacher's paychecks.

35 The parties will explore with the health care delivery system the feasibility and cost of
36 extending coverage to permanent members of an employee's household.

37 c. Dental Plans

38 Employees shall also be eligible for dental coverage on the same basis as described above.
39 The Board shall offer a Dental Maintenance Organization (DMO) and an indemnity dental
40 plan. Coverage shall be equivalent to or better than Dental Care Plus DMO and Community
41 Mutual's Community Choice Dental Plan, respectively, as described in the attached plan
42 designs.
43

1 d. Employee Contributions

2 The monthly employee contribution for coverage under Board group medical and dental plans
3 shall be as follows:

4 For teachers with a contract amount greater than or equal to \$25,000.

Coverage	New Health	Co-Choice
Single Coverage	\$0.00	\$20.00
Two Person Coverage	0.00	27.50
Family Coverage	0.00	37.50

9 For teachers with a contract amount less \$25,000.

Coverage	New Health	Co-Choice
Single Coverage	\$0.00	\$10.00
Two Person Coverage	0.00	17.50
Family Coverage	0.00	25.00

15 However, if after open enrollment for 1996, enrollment in the HMO is less than 50% of
16 the Board group, the Board may increase the monthly employee contribution for the
17 Point of Service Plan only by up to \$7.50 per month for single, two person and family
18 coverage, unless the parties agree otherwise.

19 e. Right of Board to Change Carriers

20 The Board may change the health (medical and/or dental) insurance carrier(s), or provide
21 coverage through self-insurance, provided that:

- 22 (1) the resultant coverage(s) is at least equivalent to the coverage(s) as of May 1, 1995;
- 23 (2) the Board has given the Federation 60 days' notice of the proposed change and an
24 opportunity to be consulted about the proposed change;
- 25 (3) the Board has selected the new carrier(s) through solicitation of proposals, unless the
26 change is to self-insurance; and
- 27 (4) the joint Employee Benefits Committee has been given the opportunity to evaluate and
28 make recommendations about the change.

29 f. Eligibility for Coverage

30 Teachers shall not be eligible for coverage under the Board group plan unless part or all of
31 the fee is payable by the Board. However, the Board shall pay the full cost for one year of
32 either a single or family health contract less the employee contribution for any teacher placed
33 on unpaid leave of absence due to personal illness or maternity. Employees on such leave of
34 absence for personal illness or maternity for an additional year(s), and employees on other
35 unpaid leaves of absence, shall have the option to continue coverage under the Board Group
36 Plan by paying the full monthly premium.

37 g. COBRA Coverage

38 In accordance with the provisions of the various sections of 3923 O.R.C., as amended, and
39 Public Law 99-272, Title X (COBRA), as amended, the Board shall offer current and former
40 employees continuation of Health, Dental, and Prescription coverages in the event of
41 change(s) in marital status, birth or adoption of a child, loss of dependent status, death of the
42 primary insured, or loss/reduction of job/hours.
43

1 h. Medical Reimbursement Bank

2 The Board has established a plan under which a bookkeeping account (called herein a
 3 "reimbursement bank") has been established for each regular full-time employee and regular
 4 employee working one-half time or more. As of January 1, 1990 the Board, subject to
 5 Appendix E (available separately), will credit \$275 annually to the reimbursement bank of
 6 each such employee who is both employed by the Board on such date and is only eligible for
 7 single coverage under the Board's regular medical expense plan and \$325 annually to the
 8 reimbursement bank of each employee who is both employed by the Board on such date and
 9 is eligible for family coverage under the Board's regular medical expense plan. All amounts
 10 credited to an employee's reimbursement bank may only be used for reimbursement of the
 11 employee's medical, dental, vision, and hearing care expenses, including meeting deductibles
 12 or co-pay amounts under the Board's other medical plans. However, employees may not be
 13 reimbursed from the medical reimbursement bank for the monthly employee contribution to
 14 medical, prescription and dental coverage which is periodically deducted from their
 15 paychecks. Operation of such reimbursement banks will be in accordance with and subject
 16 to Appendix E. Until actually paid, all reimbursement amounts will constitute general assets
 17 of the Board and will not be held in trust or in any way segregated from the general assets of
 18 the Board.

19 i. Employee Assistance Program

20 The Board will continue to offer/provide an employee assistance program. The Employee
 21 Benefits Committee shall adopt guidelines concerning the operation of the program.

22 j. Employee Benefits Committee

23 (1) Composition

24 The Board and Federation agree to continue the Employee Benefits Committee with
 25 representation from all unions, representing Board of Education employees. The
 26 committee shall include a minimum of two members from each bargaining unit with
 27 proportional representation among the bargaining units. The committee shall not be
 28 less than 15 or more than 19 in number.

29 (2) The role of the Employee Benefits Committee is to:

- 30 (a) recommend needed benefit changes;
- 31 (b) research, analyze, and recommend benefit providers and changes;
- 32 (c) communicate to and educate employees about utilization of benefits to promote
 33 cost containment and effective implementation of benefits; and
- 34 (d) provide ongoing monitoring of providers' performance and employee concerns.

35 k. Term Life Insurance

36 Eligibility for the \$30,000 term life insurance effective March 1, 1988 shall be extended to
 37 include teachers on an annual salary basis appointed for one-half (1/2) time or more.

38 l. Termination of Health Insurance

39 The Cincinnati Board of Education shall terminate health coverage immediately for each
 40 teacher who is absent without authorized leave, but such coverage shall be reinstated
 41 immediately upon the teacher's return to work. During the interim period of time between the
 42 start of a teacher's absence without authorized leave and the time when the health care
 43 provider is able to terminate the health coverage for said teacher, the Cincinnati Board of
 44 Education shall have the right to deduct from the teacher's paycheck, the amount equal to
 45 the teacher's pro rata share for health coverage for each day of unauthorized absence up to
 46 the time the termination becomes effective. It is expressly understood that such termination

1 of coverage shall continue for any period of time that the Cincinnati Public Schools are closed
2 due to a strike or work stoppage for each teacher who was absent without authorized leave
3 on the last working day immediately before the shutdown.

4 m. Tax Sheltered Annuity

5 Embodying the benefits of Section 403(b) of the Internal Revenue Code of 1954 as amended,
6 the Board may, upon authorization of the teacher, make annual salary deductions to be
7 applied to the purchase of an annuity contract.

8 n. Pay Deductions Authorized By The Teacher

- 9 (1) Greater Cincinnati Public School Employee Credit Union
- 10 (2) Effective the conversion of Payroll to the ADP system, employees may elect direct
11 deposit of payroll checks to any financial institution meeting the requirements for
12 electronic transfers standard to the banking industry
- 13 (3) United States Savings Bonds
- 14 (4) United Way
- 15 (5) Health care provider mutually agreed upon by the Federation and the Board
- 16 (6) Washington National Insurance
- 17 (7) Cincinnati Federation of Teachers
- 18 (8) United Negro College Fund
- 19 (9) CFT COPE
- 20 (10) STRS deductions for purchase of service credit
- 21 (11) Kentucky State Income Tax withholding
- 22 (12) Greater Cincinnati Community Shares
- 23 (13) Others mutually agreed upon by the Federation and the Board

24 o. Workers' Compensation System

25 The Board contributes annually to the State Workers' Compensation fund. Teachers are
26 eligible for benefits as defined in Section 4123.54 of the Ohio Revised Code.

27 p. State Teachers' Retirement System (STRS)

28 The amount of contribution shall be established by the Retirement Board.

29 Current Rates:

30	Teacher Contribution	9.25%
31	Board Contribution	14.00%

32 q. Conversion of Sick Leave at Retirement

33 Subject to the provisions of Section 124.39 of the Ohio Revised Code, an employee retiring on
34 or after July 1, 1977, shall be eligible to be paid for one-half (1/2) of his/her accrued but
35 unused sick leave at the daily rate of pay which is the teacher's salary divided by the number
36 of days in the work year minus one day. Said payment shall eliminate all sick leave accrued
37 by the employee.

38 An employee who notifies the Board officially by March 1 that s/he plans to retire effective at
39 the end of the school year shall receive an additional 5 days sick leave conversion in addition
40 to their normal entitlement.

41 Sick leave conversion shall be paid to survivors upon the death of an employee who has **10**
42 years of service with the Board on the basis of one (1) day's pay for each two (2) days
43 accumulated, unused sick leave.

44 r. Mileage Reimbursement

45 Eligible teachers shall receive reimbursement at the rate permitted by the Internal Revenue
46 Service for employee business expenses when their automobiles are used for Board business.

1 Teachers eligible to receive mileage reimbursement shall be those who report to more than
2 one (1) location on any school day to perform assigned duties. Reimbursement shall be made
3 by the Treasurer's Office after receiving the Mileage Report Form signed by the teacher and
4 approved by the school administrator to whom the teacher reports.
5

- 1 s. Damage to Personal Property
- 2 The Board shall provide reimbursement for damage to a teacher's personal property
3 excluding cash resulting from an assault which occurred in the course of employment or
4 from vandalism or theft on the school site or at another location while on school business.
5 The Board shall establish an annual fund of \$10,000 to pay claims under this provision. The
6 fund will provide reimbursement to teachers only to the extent that the teacher does not have
7 insurance coverage protecting against such damage. When the fund is exhausted, the Board
8 shall have no further obligation to pay such claims. The Board and CFT will agree on
9 guidelines concerning the payment of expenses from this fund. The plan shall have a \$100
10 deductible after private insurance coverage has been exhausted. The employee pays the first
11 hundred dollars of loss, except in cases of loss due to an assault by a student.
- 12 t. Holidays and Holiday Pay
- 13 In explanation of Board policy, any employee absent without pay on either his/her next
14 scheduled work day preceding a holiday or his/her next scheduled work day following a
15 holiday shall be allowed no pay for the holiday; however, if an employee was sick and had
16 exhausted earned sick leave, and had worked up to 5 working days of a holiday, and reported
17 to work within 5 days after the holiday, the employee, upon approval by the Board, shall be
18 allowed pay for the holiday.
- 19 u. Retirement "Pick-up"
- 20 The Board shall designate each employee's mandatory contribution to the STRS of Ohio as
21 "picked-up" by the Board as contemplated by IRS Revenue Rulings 77-462 and 81-36
22 (although they shall continue to be designated as employee contribution as permitted by OAG
23 Opinion 82-097) in order that the amount of the employee's income reported by the Board as
24 subject to Federal and Ohio income taxes shall be the employee's total gross income reduced
25 by the then current percentage amount of the employee's mandatory STRS contribution
26 which has been designated as "picked-up" by the Board. The amount designated as "picked-
27 up" by the Board shall be included in computing the final average salary for retirement
28 purposes, provided that no employee's total gross income is increased by such "pick-up" nor
29 is the Board's total contribution to the STRS of Ohio increased thereby. The amount
30 designated as "picked-up" by the Board shall be included in computing the employee's daily
31 rate for the purpose of sick leave conversion upon retirement.
- 32 v. Adoption Assistance Program
- 33 Upon application by the teacher, the Board will reimburse up to \$2,000 of required expenses
34 incurred by the employee in the placement and adoption of a dependent minor child.
- 35 (i) Payments will be made within 30 days after the child is placed in the adoptive family's
36 home, (the date the child becomes a member of the household, not the date of final
37 adoption which usually comes later) and evidence of eligible expenses paid has been
38 submitted to the Board.
- 39 (ii) In cases of multiple adoptions, the adoption of each child would be considered
40 separate. A maximum of \$3,000 will be payable to any one family within a twelve
41 month period.
- 42 w. Day Care For Employees' Children
- 43 Through a cooperative effort by the Board and Federation, a day care center for children of
44 Board employees has been established at Queen City Vocational Center at Taft High School
45 in conjunction with the Vocational Child Care Program. The center will continue to be
46 available to children of all Board employees. Three to eight spots will be reserved for children
47 of community residents who are not employees. It is understood that the day care center
48 must be operated in a manner consistent with state and federal requirements for the
49 Vocational Education programs.

1 As part of the Vocational Education program, the Board will pay the salaries and benefits of
2 teachers assigned to each Vocational Education unit as well as other costs normally
3 associated with the Vocational Education Child Care Programs. In addition, the Board will
4 allocate \$25,000 to the program each school year effective with the 1987-88 school year.
5 Additional funds required because of changes in vocational education offerings shall be
6 provided by the Board.

7 x. Tuition Waivers for CPS

8 For teachers who live outside the school district who wish to enroll their children in CPS,
9 tuition waivers shall be granted, provided the current Ohio State Statutes permit State aid to
10 be received for the student. The same enrollment and application procedures, including
11 deadlines, as those applied to other non-resident pupils shall be in effect.

12 **≈800 BOARD AUTHORITY**

13 1. Board Authority Granted by State Law

14 It is recognized by the parties that the Board is invested by the laws of the State of Ohio with the
15 government and control of all of the Cincinnati Public Schools. This authority of the Board shall
16 include, but shall not be limited to, the authority to make such rules, regulations and policies as
17 are necessary for the government of the public schools, the employees of the Board, and the pupils
18 of the schools. Nothing in this contract shall constitute transfer of the authority of the Board as
19 established by the laws of the State of Ohio.

20 2. Implementation of Board Authority

21 The administrative authority of the Board shall be implemented by the Superintendent and his/her
22 designees whose authority shall include, but not be limited to, the authority to direct and assign
23 teachers and to carry out such other duties as the Board determines as provided by the Ohio
24 Revised Code.

25 3. Exclusion of Board Policies and Practices from Contract

26 Policies and practices of the Board and the administration are not a part of this contract, except as
27 stated herein, and may be adopted, revised, amended, suspended or rescinded at the discretion of
28 the Board or the administration.

29 **≈810 AMENDMENT**

30 1. Necessity to Renegotiate

31 This contract may be amended by mutual written agreement of the Board and the Federation.
32 Nevertheless, the parties acknowledge that during the negotiations, which resulted in this contract,
33 each had the unlimited right and opportunity to make demands and proposals, and that the
34 understandings and agreements arrived at by the parties after the exercise of that right and
35 opportunity are set forth in this contract.

36 Therefore, for the life of this contract, each party agrees that the other shall not be obligated to
37 negotiate with respect to any subject matter not specifically referred to or covered in this contract.

38 **≈820 LEGALITY**

39 1. Conflict with Law

40 If any provision of this contract or any application of this contract to any teacher or group of
41 teachers is contrary to law, then such provision or application shall not be deemed valid except to
42 the extent permitted by law, but all other provisions or applications shall continue in full force and
43 effect.

This contract shall expire on December 31, 1999.

Effective this 17th day of March, 1997.

Tom Mooney, President
Cincinnati Federation of Teachers

Lynn Marmer, President
Cincinnati Board of Education

J. Michael Brandt
Superintendent

Richard Gardner
Treasurer

Richard Beck, Chairperson
CFT Bargaining Committee

John Concannon
General Counsel

CFT Bargaining Team
Paul Foster, Aiken
Denise Hewitt, CFT
Katie Hoffmann, Fairview
Ralph Jackson, Rockdale
Julie Jencks, Vine
Brenda Maupins, Hoffman
Greg Smith, Substitute Teacher
Future Vincent, AWL
Karen Williams, Heberle

Board Bargaining Team
Rosa Blackwell, Education Center
Jim Gum, Pilot Mini District
Benny Miles, Eastwood
Jack Schroder, Aiken
Kathleen Ware, Education Center

- Absence
 - Teacher, 36–43
- Academic Freedom, 17
- Administrator in Building, 61
- Adoption Assistance Program, 83
- Adoptive Leave, 40
- Alternate Grievance Panel, 47, 57, 76
- Alternate Grievance Procedure, 57
- Annual Observation, 26
- Assault
 - By Student, 59
- Assault Leave, 42
- Assignment. *See* Teacher Assignment
- Attendance Incentive, 36

- Bargaining Agent, 1
- Benefit Bank. *See* Medical Reimbursement Bank
- Benefits Reopener, 79
- Board Meetings
 - Right to Participate, 6
- Budget
 - Commitment to Balanced Budget, 18
 - District Funding of Schools, 18
- Budget Allocations
 - Team Based Schools, 13
- Budget Commission, 13, 22, 64
- Budget Decisions
 - Team Based Schools, 13
- Bulletin Board
 - Federation Use of, 2

- Career in Teaching Program, 18–19
- Career Teacher Increment, 75
- Case Coordinators, 66
- Certificates & Contracts, 23
- Checkout Day, 35
- Class Size Limits, 62
 - Enforcement Procedures, 63
 - Overload Pay, 62
- Class Size, Reducing, 64
- Committees
 - Employee Benefits Committee, 81
 - Safety, 44
 - Teacher Allocation, 63
- Consulting Teachers, 28
- Continuing Contracts, 23
- Contract Alteration, 17
- Contracts
 - Continuing, 23
- Curriculum Councils, 21
 - Interdisciplinary Council, 21

- Daily Schedule, 31
 - Length of Work Day, 31
 - Senior High, 32
- Daily Schedule
 - 7th, 8th, & Jr High 9th Grade, 32
- Disability Retirement, 36, 41

- Discipline
 - Teacher, 29
- Dismissal, Mid-Year, 28
- District Funding of Schools, 18
- Dues Deductions, 2

- Educational Initiatives Panel. *See* EIP
- Educational Support Personnel. *See* ESP
- EIP, 8, 9, 12, 20, 21, 22, 60, 76
 - Joint Committees, 20
- Employee Assistance Program, 81
- Employee Benefits Committee, 81
- ESP, 64
 - Coordination of Staff, 64
 - Selection, 49
- Evaluation. *See* Teacher Evaluation

- Faculty Facilities, 43
- Faculty Lounge, 44
- Faculty Meetings, 34
- Fair Share Fee, 3–4
- Federation Leave, 42
- Fringe Benefits
 - COBRA Coverage, 80
 - Damage to Personal Property, 83
 - Day Care, 83
 - Employee Benefits Committee, 81
 - Employee Contributions, 80
 - Health Benefits, 79
 - Pay Deductions, 82
 - Tax Sheltered Annuity, 82
 - Term Life Insurance, 81
 - Tuition Waivers, 84

- Grading and Promotion, 61
 - Due Dates for Grades, 61
- Graduate Student Interns, 22
- Grievance, 53
 - Alternate Procedure, 57
 - Non-Renewal, 56
 - Procedures, 55
 - Teacher Termination, 56

- Hazardous Conditions, 44
- Hazardous Materials
 - Safety Procedures, 45
- Holiday Pay, 83

- IEP's, 66
- ILT
 - Faculty Approval of Decisions, 15
 - Interim, 10
 - Non Team Based Schools, 14
 - Operation, 15

- Role, 13
- Team Based Schools, 11
- Training, 15
- Incentive Compensation, 76
- Increments
 - Career Teacher, 75
 - NTBC, 75
 - Training, 76
- Instructional Leadership Teams. *See* ILT
- Instructional Supplies, 43
 - Adequacy, 43
- Instructor Assistants
 - Evaluation, 35
 - Schedule, 31
- Insurance When Transporting Students, 62
- Intercoms, 44
- Interim ILT, 10

- Job Sharing, 49
- Joint Committees, 20

- Leave
 - Court Appearance, 41
 - Federation, 42
 - Non-Compensated, 40
- Leaving School or Work Center, 33
- Lesson Plans, 35
- Librarians
 - Allocation at Team Based Schools, 12
 - Elementary Teacher-Librarians, 65
- Library
 - Fines, 44

- Make-Up Work, 60
- Maternity/Parental/Adoptive Leave, 40
- Medical Reimbursement Bank, 81
- Medical, Prescription and Dental Coverage, 79
- Mileage Reimbursement, 82

- Night School Teachers, 68
- Notice of Separation, 24
- NTBC Increment, 75

- Overload Pay, 62

- P.E., Art & Music Teachers
 - Allocation at Team Based Schools, 12
 - School Assignments, 33
- Parental Leave, 40
- Pay Deductions, 82
- Pay Plans, 78
- Peer Assistance and Evaluation Program, 27–28
- Personal Leave, 39
- Personnel Files, 7–13
- Preparation for Instruction, 35
- Preparation Time
 - Elementary, 31
 - Elementary Library Session, 31
 - Senior High, 32
- Preparations
 - Number of, 33
- Pre-School Teachers, 67
- Printing of Contract, 5
- Professional Development Fund, 19
 - Conference & Convention Fund, 20
 - Summer Opportunities, 20
- Professional Practice Schools, 21
 - Graduate Student Interns, 22
- Professional Responsibilities, 33

- Reduction in Force, 51
 - Retraining, 52
- Reopeners
 - Benefits, 79
 - Special Education, 67
- Retirement Incentive. *See* Attendance Incentive
- Review Committee for Team Based Schools, 9

- Salaries, 75
 - Initial Placement on Schedule, 76
 - Pay Plans, 78
 - Steps on Schedule, 77
- Salary Schedules
 - January 1997, A-2
 - August 1997, A-3
 - January 1998, A-4
 - January 1999, A-5
- Schedule E, A-7
- School Budget, 43
- School Calendar, 34
- School Incentive Awards, 76
- School Psychologists, 65
- School Social Workers, 65
 - Allocation at Team Based Schools, 12
- Seniority, 50
- Sick Leave, 36–39
 - Abuse of, 38
 - Accrual, 36
 - Advance, 36
 - At Termination, 37
 - Attendance Incentive, 36
 - Conversion at Retirement, 82
 - Credit for Previous Employment, 37
 - Death in Family, 39
 - Extended Absence, 39
 - Frequent Use, 38
 - Limitations, 38
 - Medical Explanation, 38
- SLD Tutors, 74
- Snow Removal, 45
- Special Education, 65
 - ASDO's, 66
 - Case Coordinators, 66
 - Class Size, 65
 - IEP's, 66
 - Placing Students in Classes, 66
 - Reopener, 67
- Speech Pathologists, 64

Stabilizing Faculties, 50	ILT, 11
Staffing, 62-64	LSDMC Composition, 9
Class Size Limits, 62	Review Committee, 9
Students, 57-62	Selection Process, 8
Grading and Promotion, 61	Team Planning, 33
Informing Teacher of Problems, 61	Training, 12
Make-Up Work, 60	Team Leaders, 10
Psychological Testing, 60	Teams
Substitutes, 68-74	Assignment to, 29
Availability, 74	Commitment to Remain, 48
Building Substitutes, 74	Common Planning, 33
Fringe Benefits, 72	Definition, 9
Long Term Substitutes, 73	Forming, 10
Sick leave, 71	Role of, 11
Workday, 69	Telephone Calls, 44
Summer School Teachers, 68	Term of Contract, 1
Surplussing, 48	Training
	ILT's, 15
TBC, 13-17	Multi-age & Looping, 22
Teacher Allocation Committee, 63	Time for, 22
Teacher Assignments	Training Increments, 76
Non-Team Assignments, 30	Transfers, 45-50
to Teams, 29	Administrative, 48
Teacher Day. See Daily Schedule	Commitment to Remain with Team, 48
Teacher Discipline, 29	ESP Personnel, 49
Teacher Evaluation, 24-28	Selection Process, 46
Deadlines for Final Report, 27	Voluntary, 45
When Teachers May Be Evaluated, 25	Traveling Teachers, 33
	Tuition Waivers for Employee's Children, 84
Team Based Schools, 8-13	Visiting Teachers. See School Social Workers
Allocations for Specialists, 12	Vocational Education, 67
Budget Decisions, 13	
Definition of Teams, 9	Work-Study Coordinators, 67
Evaluation, 9	

APPENDIX A: Schedule A.

SALARY SCHEDULES FOR PROFESSIONAL EMPLOYEES

Effective the first full pay period in January, 1997

1 Definitions

a. Teacher

“Teacher” applies to any employee required by law or the rules and regulations (policies) of the Board of Education to be certificated as a teacher or otherwise certificated for a position wherein the base salary is determined from the teacher's salary schedule. (See statements under Section C)

b. Salary Schedules for Teachers Who Are Qualified for Regular Appointment or Who Serve as Long-Term Substitutes

(1) Class II Schedule

“Class II Schedule” applies to a teacher who possesses a Bachelor's Degree and to certain Vocational Teachers.

(2) Class III Schedule

"Class III Schedule" applies to all teachers who possess 150 semester hours with a Bachelor's Degree.

(3) Class IV Schedule

"Class IV Schedule" applies to all teachers who possess the Master's Degree.

(4) Class V Schedule

"Class V Schedule" applies to all teachers who possess 30 graduate semester hours after attaining the Master's Degree. For this purpose, hours earned after September, 1991, must be in an area related to a teaching certificate or clearly of direct benefit to one's current teaching assignment.

(5) Class VI Schedule

"Class VI Schedule" applies to all teachers who possess an earned Doctor's Degree in an area related to the teaching certificate.

c. Conversion of Continuing Education Units on Salary Schedule

The Board shall grant credit on the teacher Salary Schedule A for completion of continuing education units, under the following guidelines:

- a. Three CEU's are equivalent to one graduate semester hour on the salary schedule for certificated employees.
- b. CEU's refer to those Continuing Educational Units (CEU's) that are approved by the Ohio Department of Education for certificated personnel.
- c. Certificated personnel may use CEU's for credit on the salary schedule A in the following manner:

After a certificated employee has received a baccalaureate degree, s/he may apply CEU's toward Class III status (Bachelor's and 150 hours) on the salary schedule. After a certificated employee has received a Master's degree, s/he may apply CEU's toward Class V status (Master's plus thirty graduate semester hours) on the salary schedule. CEU's are not acceptable for Master's or Doctorate equivalence.

APPENDIX A: Schedule C.

SALARY SCHEDULES FOR TEACHERS WHO ARE QUALIFIED FOR REGULAR APPOINTMENT OR WHO SERVE AS LONG-TERM SUBSTITUTES

Retroactive to the first full pay period in January, 1997

Salary Steps	Class II BA Degree	Class III BA + 150	Class IV MA Degree	Class V MA + 30 hrs.	Class VI Doctorate
2**	27616.69	28111.38	30388.10	32032.61	34804.02
3	29379.62	29874.31	32131.93	33774.53	36545.94
4	30626.85	31121.54	33656.11	35298.71	38070.12
5	31893.18	32387.87	34903.34	36545.94	39317.35
6***	33892.95	34387.64	36664.36	38306.96	41078.37
7	35398.03	35892.72	38406.28	40048.88	42822.20
8	36901.20	37397.80	40169.21	41811.81	44583.22
9	38664.13	39158.82	42188.08	43830.68	46602.09
10 (a)(b)	40683.00	41177.69	44443.79	46088.30	48859.71
11	42940.62	43435.31	46959.26	48601.86	51373.27
12	45435.08	45929.77	49709.66	51354.17	54125.58
17#	48477.71	48972.40	52752.29	54396.80	57168.21
22#	50462.20	50956.89	54717.68	56362.19	59133.60
27# (c)			55964.91	57609.42	60380.83

All personnel included under these schedules have an annual term of service of 191 days. Schedules apply to classroom teachers, home instructors, examiners, school nurses. Also, to be used in determining the base salary for the following classifications of personnel paid on a "teacher plus" basis: school psychologists, coordinating teachers, counselors, librarians, librarian-catalogers, teachers-in-charge, teacher-librarians, visiting teachers and home-school coordinators.

Each teacher who has career level or lead teacher status, pursuant to the Career-in-Teaching Program Agreement, shall have his/her salary, as determined by the schedule above, increased by \$1000.

- ** Teachers beginning their first year of teaching shall enter on step 2 of the schedule.
- *** Maximum entering salary based on military service only.
- (a) Maximum entering salary based on prior teaching experience.
- (b) Maximum entering salary based on a combination of prior teaching experience and up to six (6) years of military service.
- (c) Psychologists Only.
- # Personnel whose salaries are covered by Class II through Class VI of these salary schedules will attain longevity increment status and will be paid such an increment if they are in regular employment and if they meet the following eligibility requirements: (1) completion of 17, 22, or 27 years of creditable service on this salary schedule (creditable service is defined as service credit granted at the time of last contract appointment and all years of creditable service subsequent to that appointment), and (2) satisfactory service at the time of eligibility for the longevity increment.

APPENDIX A: Schedule C.

SALARY SCHEDULES FOR TEACHERS WHO ARE QUALIFIED FOR REGULAR APPOINTMENT OR WHO SERVE AS LONG-TERM SUBSTITUTES

Effective first pay period after August 1, 1997

Salary Steps	Class II BA Degree	Class III BA + 150	Class IV MA Degree	Class V MA + 30 hrs.	Class VI Doctorate
2**	27616.69	28111.38	30388.10	32032.61	34804.02
3	29379.62	29874.31	32131.93	33774.53	36545.94
4	30626.95	31121.54	33656.11	35298.71	38070.12
5	31893.18	32387.87	34903.34	36545.94	39317.35
6***	33892.85	34387.64	36664.36	38306.96	41078.37
7	35398.03	35892.72	38406.28	40048.88	42822.20
8	36901.20	37397.80	40169.21	41811.81	44583.22
9	38664.13	39158.82	42188.08	43830.68	46602.09
10 (a)(b)	40683.00	41177.69	44443.79	46088.30	48859.71
11	42940.62	43435.31	46959.26	48601.86	51373.27
12	45435.08	45929.77	49709.66	51354.17	54125.58
17#	48477.71	48972.40	52752.29	54396.80	57168.21
22#	50462.20	50956.89	54717.68	56362.19	59133.60
27#	51961.55	52456.24	56218.94	57861.54	60632.95

All personnel included under these schedules have an annual term of service of 191 days. Schedules apply to classroom teachers, home instructors, examiners, school nurses. Also, to be used in determining the base salary for the following classifications of personnel paid on a "teacher plus" basis: school psychologists, coordinating teachers, counselors, librarians, librarian-catalogers, teachers-in-charge, teacher-librarians, visiting teachers and home-school coordinators.

Each teacher who has career level or lead teacher status, pursuant to the Career-in-Teaching Program Agreement, shall have his/her salary, as determined by the schedule above, increased by \$1000.

** Teachers entering the district with 0, 1, or 2 years of teaching experience shall enter on step 2 of the schedule. Teachers entering the district with 3 or more years experience shall enter on the salary step corresponding to their experience, subject to the maximums in the notes that follow. After initial placement, teachers shall move up the salary schedule based on service credit subsequently earned..

*** Maximum entering salary based on military service only.

(a) Maximum entering salary based on prior teaching experience.

(b) Maximum entering salary based on a combination of prior teaching experience and up to six (6) years of military service.

Personnel whose salaries are covered by Class II through Class VI of these salary schedules will attain longevity increment status and will be paid such an increment if they are in regular employment and if they meet the following eligibility requirements: (1) completion of 17, 22, or 27 years of creditable service on this salary schedule (creditable service is defined as service credit granted at the time of last contract appointment and all years of creditable service subsequent to that appointment), and (2) satisfactory service at the time of eligibility for the longevity increment.

APPENDIX A: Schedule C.

SALARY SCHEDULES FOR TEACHERS WHO ARE QUALIFIED FOR REGULAR APPOINTMENT OR WHO SERVE AS LONG-TERM SUBSTITUTES

Effective first pay period after January 1, 1998

Salary Steps	Class II BA Degree	Class III BA + 150	Class IV MA Degree	Class V MA + 30 hrs.	Class VI Doctorate
2**	28445.63	28955.60	31301.08	32993.34	35846.88
3	30260.13	30770.10	33094.57	34786.83	37642.28
4	31545.56	32055.53	34664.59	36356.85	39212.30
5	32850.09	33360.06	35950.02	37642.28	40495.82
6***	34909.07	35419.04	37764.52	39456.78	42312.23
7	36459.99	36969.96	39558.01	41250.27	44105.72
8	38009.00	38518.97	41374.42	43066.68	45920.22
9	39823.50	40333.47	43452.50	45146.67	48000.21
10 (a)(b)	41903.49	42413.46	45776.97	47471.14	50324.68
11	44227.96	44737.93	48366.93	50059.19	52914.64
12	46796.91	47306.88	51201.37	52893.63	55749.08
17#	49931.22	50441.19	54335.68	56027.94	58883.39
22#	51974.92	52484.89	56360.28	58052.54	60906.08
27#	53520.11	54030.08	57905.47	59597.73	62451.27

All personnel included under these schedules have an annual term of service of 191 days. Schedules apply to classroom teachers, home instructors, examiners, school nurses. Also, to be used in determining the base salary for the following classifications of personnel paid on a "teacher plus" basis: school psychologists, coordinating teachers, counselors, librarians, librarian-catalogers, teachers-in-charge, teacher-librarians, visiting teachers and home-school coordinators.

Each teacher who has career level or lead teacher status, pursuant to the Career-in-Teaching Program Agreement, shall have his/her salary, as determined by the schedule above, increased by \$1000.

** Teachers entering the district with 0, 1, or 2 years of teaching experience shall enter on step 2 of the schedule. Teachers entering the district with 3 or more years experience shall enter on the salary step corresponding to their experience, subject to the maximums in the notes that follow. After initial placement, teachers shall move up the salary schedule based on service credit subsequently earned.

*** Maximum entering salary based on military service only.

(a) Maximum entering salary based on prior teaching experience.

(b) Maximum entering salary based on a combination of prior teaching experience and up to six (6) years of military service.

Personnel whose salaries are covered by Class II through Class VI of these salary schedules will attain longevity increment status and will be paid such an increment if they are in regular employment and if they meet the following eligibility requirements: (1) completion of 17, 22, or 27 years of creditable service on this salary schedule (creditable service is defined as service credit granted at the time of last contract appointment and all years of creditable service subsequent to that appointment), and (2) satisfactory service at the time of eligibility for the longevity increment.

APPENDIX A: Schedule C.

SALARY SCHEDULES FOR TEACHERS WHO ARE QUALIFIED FOR REGULAR APPOINTMENT OR WHO SERVE AS LONG-TERM SUBSTITUTES

Effective first pay period after January 1, 1999

Salary Steps	Class II BA Degree	Class III BA + 150	Class IV MA Degree	Class V MA + 30 hrs.	Class VI Doctorate
2**	29299.40	29824.65	32238.89	33982.72	36922.21
3	31169.29	31692.63	34087.77	35831.60	38771.09
4	32491.01	33016.26	35705.54	37447.46	40388.86
5	33835.65	34360.90	37027.26	38771.09	41712.49
6***	35957.66	36482.91	38897.15	40640.98	43580.47
7	37552.51	38077.76	40746.03	42487.95	45429.35
8	39149.27	39674.52	42614.01	44357.84	47297.33
9	41019.16	41544.41	44757.03	46500.86	49440.35
10 (a)(b)	43160.27	43685.52	47152.17	48894.09	51835.49
11	45555.41	46080.66	49818.53	51562.36	54501.85
12	48200.76	48726.01	52737.01	54480.84	57422.24
17#	51428.66	51953.91	55964.91	57708.74	60648.23
22#	53535.39	54060.64	58050.63	59794.46	62733.95
27#(c)	55126.42	55651.67	59641.66	61385.49	64324.98

All personnel included under these schedules have an annual term of service of 191 days. Schedules apply to classroom teachers, home instructors, examiners, school nurses. Also, to be used in determining the base salary for the following classifications of personnel paid on a "teacher plus" basis: school psychologists, coordinating teachers, counselors, librarians, librarian-catalogers, teachers-in-charge, teacher-librarians, visiting teachers and home-school coordinators.

Each teacher who has career level or lead teacher status, pursuant to the Career-in-Teaching Program Agreement, shall have his/her salary, as determined by the schedule above, increased by \$1000.

** Teachers entering the district with 0, 1, or 2 years of teaching experience shall enter on step 2 of the schedule. Teachers entering the district with 3 or more years experience shall enter on the salary step corresponding to their experience, subject to the maximums in the notes that follow. After initial placement, teachers shall move up the salary schedule based on service credit subsequently earned.

*** Maximum entering salary based on military service only.

(a) Maximum entering salary based on prior teaching experience.

(b) Maximum entering salary based on a combination of prior teaching experience and up to six (6) years of military service.

Personnel whose salaries are covered by Class II through Class VI of these salary schedules will attain longevity increment status and will be paid such an increment if they are in regular employment and if they meet the following eligibility requirements: (1) completion of 17, 22, or 27 years of creditable service on this salary schedule (creditable service is defined as service credit granted at the time of last contract appointment and all years of creditable service subsequent to that appointment), and (2) satisfactory service at the time of eligibility for the longevity increment.

APPENDIX A: Schedule D.

SALARY SCHEDULES FOR CERTIFICATED PERSONNEL WHO RECEIVE SALARY FOR SPECIAL ASSIGNMENTS IN ADDITION TO THE REGULAR TEACHER'S SALARY

Effective the first full pay period in January, 1997

POSITION	SALARY*
221 Days of Service Vocational Coordinating Teacher**	T + 30 additional days + A#
211 Days of Service Vocational Coordinating Teacher** Counselor*** Librarian-Cataloger	T + 20 additional days + B# T + 20 additional days T + 20 additional days
206 Days of Service Visiting Teacher	T + 15 additional days
201 Days of Service Librarian	T + 10 additional days
196 Days of Service Elementary Librarian	T + 5 additional days
191 Days of Service Vocational Coordinating Teacher Teacher-in-charge	T + C# T + D#

* "T" used in the salary column signifies the salary to which the person would be entitled according to the Teachers' Salary Schedule C. Pay for additional days is computed at the teacher's daily rate.

** Effective August 1, 1991, the position of coordinating teacher shall be limited to employees serving in the following vocational education assignments:
Cooperative Office Education
Distributive Education
Home Economics Multi-Area Co-op
Occupational Work Experience

*** Head Counselor shall receive an additional \$979.48 effective the first full pay period in 1997. The amount shall increase to \$1008.86 effective the first full pay period in 1998, and shall increase to \$1039.13 effective the first full pay period in 1999.

"A", "B", "C", "D" used in the salary column of Schedule D signifies an additional amount, from the table below, to be added to the teacher's salary.

Amount to be effective the first pay period in the year listed.	1997	1998	1999
Note A: Vocational Coordinating Teacher (221 days)	456.05	469.73	483.82
Note B: Vocational Coordinating Teacher (211 days)	457.06	470.77	484.89
Note C: Vocational Coordinating Teacher (191 days)	452.92	466.51	480.51
Note D: Teacher in Charge	748.33	770.78	793.90

APPENDIX A: Schedule E.

**SCHEDULE OF EXTRACURRICULAR ACTIVITIES AND AMOUNT PER POSITION
FOR WHICH EMPLOYEES MAY BE COMPENSATED**

Position	Amount Per Employee		
Amounts are effective August 1 of the year listed.			
	1997	1998	1999
Senior High			
<u>ATHLETIC</u>			
Athletic/Artistic Director	4,954.14	5,102.77	5,255.85 /1
Assistant Athletic Director	2,016.61	2,077.11	2,139.42 /1
Head Varsity Football Coach	4,400.24	4,532.25	4,668.22 /2
Assistant Varsity Football Coach	3,297.84	3,396.78	3,498.68 /2
Reserve Football Coach	2,476.40	2,550.69	2,627.21 /2
Assistant Reserve Football Coach	2,016.61	2,077.11	2,139.42 /2
Head Freshman Football Coach	2,487.17	2,561.78	2,638.63 /2
Assistant Freshman Football Coach	1,613.29	1,661.69	1,711.54 /2
Varsity Basketball Coach	3,578.81	3,686.17	3,796.76 /2
Assistant Varsity Basketball Coach	2,688.80	2,769.47	2,852.55 /2
Reserve Basketball Coach	2,487.17	2,561.78	2,638.63 /2
Freshman Basketball Coach	2,016.61	2,077.11	2,139.42 /2
Intramurals Coach	1,344.42	1,384.75	1,426.29 /2
Varsity Coach: Track; Volleyball; Softball; Baseball; Wrestling; Gymnastics; Swimming; Soccer	2,016.61	2,077.11	2,139.42 /2
Varsity Coach: Cross Country; Tennis; Golf; Diving; Weight Training	1,344.42	1,384.75	1,426.29 /2
Assistant Varsity Coach: Track; Volleyball; Softball; Baseball; Wrestling; Gymnastics; Swimming; Soccer; Cross Country; Tennis; Golf	1,008.31	1,038.56	1,069.72 /2
Reserve Coach: Volleyball; Softball; Baseball; Soccer;	1,344.42	1,384.75	1,426.29 /2
Reserve Coach: Tennis	1,008.31	1,038.56	1,069.72 /2
Freshman Coach: Volleyball; Soccer; Tennis	1,209.97	1,246.27	1,283.66 /2
Athletic Trainer	1,344.42	1,384.75	1,426.29 /2
Cheerleader Coach	1,209.97	1,246.27	1,283.66 /2
Reserve Cheerleader Coach	1,008.31	1,038.56	1,069.72 /2
<u>ACADEMIC</u>			
Band Director (performs at all home football games)	2,688.80	2,769.47	2,852.55 /4
Assistant Band Director	1,613.29	1,661.69	1,711.54 /4
Choral Director	1,344.42	1,384.75	1,426.29 /5
Activities Coordinator	1,102.43	1,135.50	1,169.57
Drill Team	1,344.42	1,384.75	1,426.29
Assistant Drill Team	1,008.31	1,038.56	1,069.72
Debate	806.64	830.84	855.76
Dramatics	806.64	830.84	855.76 /6
Newspaper Advisor	1,344.42	1,384.75	1,426.29 /7
Orchestra Director	1,344.42	1,384.75	1,426.29 /5
Producer/Director of Annual Show	941.08	969.31	998.39
Yearbook Advisor	1,881.42	1,937.86	1,996.00
Student Council	941.08	969.31	998.39
Visual Aids	1,209.97	1,246.27	1,283.66
Stage Manager	1,344.42	1,384.75	1,426.29

Club Advisors	537.76	553.89	570.51
Class Advisors: 12th Grade	1,209.97	1,246.27	1,283.66
Class Advisors: 11th Grade	941.08	969.31	998.39
Class Advisors: 10th Grade	672.20	692.37	713.14
Class Advisors: 9th Grade	672.20	692.37	713.14
Academic Coach	1,378.01	1,419.35	1,461.93
Booknet Coordinator	941.08	969.31	998.39

APPENDIX A: Schedule E.

**SCHEDULE OF EXTRACURRICULAR ACTIVITIES AND AMOUNT PER POSITION
FOR WHICH EMPLOYEES MAY BE COMPENSATED (continued)**

Position	Amount Per Employee		
Amounts are effective August 1 of the year listed.			
	<u>1997</u>	<u>1998</u>	<u>1999</u>
<u>Middle School</u>			
<u>ATHLETIC</u>			
Athletic Coordinator	1,344.42	1,384.75	1,426.29
Head Football Coach	2,487.17	2,561.78	2,638.63 /2
Assistant Football Coach	1,613.29	1,661.69	1,711.54
Head Basketball Coach	2,016.61	2,077.11	2,139.42 /2
Assistant Basketball Coach	1,209.97	1,246.27	1,283.66 /2
Intramurals Coach	1,344.42	1,384.75	1,426.29
Middle School Varsity Coach: Volleyball; Baseball; Track; Soccer; Tennis; Cross Country	1,209.97	1,246.27	1,283.66 /2
Middle School Assistant Varsity Coach: Volleyball; Baseball	806.64	830.84	855.76 /2
Special Sports Coach	806.64	830.84	855.76 /2
Cheerleader Coach	806.64	830.84	855.76 /2
Drill Team	806.64	830.84	855.76 /2
	-	-	-
<u>ACADEMIC</u>			
Orchestra Director/Activities Coordinator	806.64	830.84	855.76 /5
Band Director	806.64	830.84	855.76 /4
Choral Director	806.64	830.84	855.76 /5
Newspaper Advisor	806.64	830.84	855.76 /7
Class Advisor: 9th Grade	537.76	553.89	570.51
Academic Coach	537.76	553.89	570.51
Student Council	806.64	830.84	855.76
Visual Aids	537.76	553.89	570.51
Producer/Director of Annual Show	537.76	553.89	570.51
Club Advisors	537.76	553.89	570.51
Booknet Coordinator	806.64	830.84	855.76
<u>Elementary</u>			
<u>ATHLETIC</u>			
Intramurals Coach	806.64	830.84	855.76
Extended Physical Education	806.64	830.84	855.76
Extended Athletic Sponsor (may include basketball, baseball, volleyball, softball, soccer, or track)			
Three or Four Teams	806.64	830.84	771.08
Two Teams	537.76	553.89	570.51
One Team	268.88	276.95	285.25
<u>ACADEMIC</u>			

Choral Director	537.76	553.89	570.51	
Instrumental Director	537.76	553.89	570.51	/3
Safety Patrol Sponsor	537.76	553.89	570.51	
Club Advisors	537.76	553.89	570.51	
Student Council Advisor	537.76	553.89	570.51	
Student Newspaper Sponsor	806.64	830.84	855.76	
Booknet Coordinator	537.76	553.89	570.51	
<u>District-Wide Activities</u>				
Junior High All-City Band	305.82	314.99	321.29	
Elementary All-City Band	244.65	251.99	257.03	
Elementary All-City Choir	122.34	126.01	128.53	
All-City Honors Band	305.82	314.99	321.29	

APPENDIX A: Schedule E.

- A. The following criteria are applicable where an employee is to receive additional compensation for activities authorized in this schedule: (a) the teacher must be assigned to extra duty and be under a supplemental contract for the position, and (b) the assignment must be performed either before or after the regular school day. This schedule does not restrict the use of an unassigned period(s) for an activity which requires time during the regular school day.

In order to be eligible to receive a coach, a school must have a team with a published schedule.

- B. Positions on Schedule E may be job shared on a 50%/50% basis, if approved in writing by both teachers and the principal.
- C. If a principal declares a vacancy in any position, the principal shall post the vacancy in the building for five (5) working days during which time a teacher may indicate his/her preference for such position. If a vacancy is not filled by a teacher in the building, the principal may declare a vacancy system-wide and, if so, shall distribute a notice of vacancy to each school and consider any applications received within ten (10) working days of the date of distribution. The principal shall consider all teachers who have indicated their preference for a position and shall appoint a district teacher unless no current teacher applies who is qualified for the position. If two or more district teachers apply for the position, the principal shall consider their training, experience, and individual qualifications and the number of other extra-curricular activities to which the teachers are assigned. If those factors are substantially equal, seniority shall control the choice. However, if a position must be filled before the above procedure can be completed, the principal may temporarily assign a teacher to fill the position on a temporary basis until the procedure has been completed. The principal shall announce the names of those teachers awarded supplemental contracts within five (5) days of selection. The above procedure shall not apply to the selection of teachers to fill the positions of Athletic Director, Head Varsity Football Coach, and Head Varsity Basketball Coach, where Board Procedure 4115.5 shall apply instead.

A list of all schedule E positions that are filled or vacant at each school shall be available in the school office at the end of the first and third quarters. Name and contract amount shall be included in the list. In addition, the Board shall provide the Federation a list of the positions filled and submitted to the Board for approval. The list shall include the name, supplemental position, school, regular position and school, and supplemental salary.

- D. Supplemental contracts specifying the amount of compensation shall be issued to all teachers who are assigned to positions under Schedule E prior to the time of supplemental employment or as soon thereafter as possible. Where a supplemental contract has not been issued to a teacher assigned to an extracurricular position prior to the time of supplemental employment, the principal shall provide the teacher with written confirmation of his/her assignment and of the compensation that he/she is to receive. A teacher who is replaced as a coach or extra-curricular activity sponsor shall be notified that his/her supplemental contract will not be renewed at least 60 days prior to the date that the supplemental employment begins. Such notice shall not be required if the teacher transfers to another school. Individual supplemental contracts will be revised in accordance with this provision effective for the 1991-92 school year. Payment shall be made during the pay period following completion of the supplemental employment or as soon thereafter as possible.
- E. The listing of an amount by any position does not require the Board to staff such position with one or more employees.

- F. Ten per cent (10%) of the base amount shall be paid as an experience increment for five (5) or more years of experience in the same sport (e.g., football, basketball) or activity (e.g., student council, band) regardless of grade level, in the Cincinnati School District.
- G. Principals may require anyone serving in a Schedule E position to submit goals annually for the program or activity.
- H. The ILT (or TBC and the principal at schools without ILT's) shall develop an extracurricular (Schedule E) plan by May 15 annually, taking into consideration gender equity. Any unused money (from athletic or non-athletic activities) shall be returned to form a pool of money from which any school may apply to provide additional athletic or non-athletic programs at their schools. A joint committee of teachers and administrators shall develop the guidelines and approve any additional allocations to schools.
- I. The number and type of coaches funded by Schedule E, for each sport, shall be limited to those as defined in Schedule E.

J. Vocational Clubs:

Each high school principal shall identify vocational teachers whose services as vocational club advisor includes student activities beyond the teacher's work day. These teachers shall receive a supplement of \$200 for these services. A vocational teacher shall not be paid more than one vocational club advisor supplement per school year.

To be eligible for an Assistant Senior High Coach for the Track, Wrestling, Gymnastics, Swimming, or Cross Country programs, there must be 15 members in the program; for an Assistant Volleyball Coach there must be 30 members; and for an Assistant Golf Coach there must be 10 members.

To be eligible for an Assistant Middle School Coach for the Volleyball, Baseball, Softball, or Track programs, there must be 15 members in the program;

- 1/ Amount includes pay for supervising assigned activities related to the position before and after the regular school year as stated in the position description.
- 2/ Amounts include the responsibilities of practices and conditioning before the regular school year, or practices during holidays, as stated in the position description.
- 3/ Amount includes pay for at least two performances outside the school day, at least one of which will include the entire ensemble.
- 4/ Amount specified includes pay for necessary practices before the regular school year and assistance with the annual show. For senior highs, the Band Director and Assistant Band Director may share directing the band at home basketball games.
- 5/ Amount specified includes time to assist with the annual show.
- 6/ Amount specified includes time to direct a minimum of two productions during the school year and to assist with the annual show.
- 7/ Amount specified includes time to publish a minimum of four issues.

APPENDIX A: Schedule E.

SCHEDULE OF ALLOCATION BY SCHOOLS

Each school shall receive an allocation for athletic and non-athletic activities. A school may not use its non-athletic funds for athletic activities.

The following schedule shows the annual allotment for each school:

SCHOOL	1997-98	1998-99	1999-2000
<u>High Schools</u>			
Athletic Activities	82,978.50	85,467.86	88,031.89
Non-Athletic Activities	24,219.41	24,945.99	25,694.37
Total	\$107,197.91	\$110,413.85	\$113,726.26
<u>Junior High Schools/Middle Schools</u>			
Athletic Activities	17,124.84	17,638.59	18,167.74
Non-Athletic Activities	8,353.58	8,604.19	8,862.31
Total	\$25,478.42	\$26,242.77	\$27,030.06
<u>Elementary Schools with 7-8 enrollment between 150-299</u>			
Athletic Activities	14,848.60	15,294.06	15,752.88
Non-Athletic Activities	8,103.85	8,346.97	8,597.37
Total	\$ 22,952.45	\$23,641.02	\$24,350.25
<u>Elementary Schools with 7-8 enrollment between 65-149</u>			
Athletic Activities	9,640.32	9,929.53	10,227.42
Non-Athletic Activities	4819.33	4,963.91	5,112.83
Total	\$ 14,459.65	\$14,893.44	\$15,340.25
<u>Elementary Schools</u>			
Athletic Activities	1,432.04	1,475.00	1,519.25
Non-Athletic Activities	4,534.80	4,670.84	4,810.97
Total	\$ 5,966.84	\$6,145.84	\$6,330.22

Elementary schools with enrollment at grades 7-8 of at least 300 shall receive full middle school and full elementary Schedule E allotments.

Supplemental Schedule E Fund

A supplemental allocation equal to 2.5% of the total funds allocated to schools by Schedule E shall be made available to district high schools which offer an extensive extra-curricular program. High schools may apply to a committee consisting of two teachers appointed by the Federation and two administrators appointed by the Superintendent, which shall allocate the funds based on the number of athletic and non-athletic activities offered and the number of students participating. Funds may be allocated for activities for up to two years. Funds not allocated for a school year shall be carried over for one additional year.

- A. The Board shall pursue changes to applicable athletic association rules to permit K-8 schools to field teams in football, volleyball, basketball, softball, and other appropriate team sports. If successful, the parties shall agree to changes in Schedule E salaries and funding to accommodate the additional activities.

- B. The total funds allocated to schools by Schedule E shall not be reduced by the reconfiguration of schools above.

APPENDIX A: Schedule G.

SALARY SCHEDULES FOR WEEKLY, DAILY, AND HOURLY RATES FOR TEACHERS

Effective first full pay period of the year listed

		<u>School Year</u>		
		<u>1997</u>	<u>1998</u>	<u>1999</u>
<u>Extended Employment</u>				
Coordinating Teacher /j	Hourly	27.46	28.28	29.13
Home Instructor	Hourly	20.80	21.42	22.06
Outdoor Camp Sponsor a		188.62	194.28	200.11
Teacher /b	Hourly	20.80	21.42	22.06
	Hourly	25.52	26.29	27.08
Teacher-in-Charge /h	Hourly	29.76	30.65	31.57
Textbook Selection/c		188.62	194.28	200.11
<u>In-Service /d</u>				
Coordinating Teacher /i	Hourly	25.52	26.28	27.07
Teacher	Hourly	22.36	23.03	23.72
<u>Summer School</u>				
Coordinating Teacher /i	Hourly	25.52	26.28	27.07
Teacher	Hourly	22.36	23.03	23.72
<u>Special Assignment</u>				
	Daily /e			
<u>Substitute Teachers</u>				
Class A /f	Daily	85.52	88.08	90.73
Class A /g		93.10	95.89	98.77
Class I	Daily	76.72	79.03	81.40
Class III	Daily	86.76	89.36	92.04
Class IV	Daily	86.76	89.36	92.04
Retired	Daily	85.52	88.08	90.73
Extended Employment	Hourly	20.80	21.42	22.06
Extended Employment /b		25.52	26.29	27.08
Summer School	Hourly	22.36	23.03	23.72

a/ Amount specified includes pay for camping period of five (5) days and four (4) nights.

b/ The lower rate is paid whenever a teacher is assigned tutorial duties.

Dial-a-Teacher staff are paid the following in addition to the above rate:
 after 3 years experience-\$1.25/hr. additional
 after 5 years experience-\$1.25/hr. additional
 after 7 years experience-\$1.25/hr. additional

Dial-a-Teacher staff will be credited with one year of service for every 210 hours of service, provided the teacher submits a written request for such.

c/ Amount specified is payment for participation in and completion of the textbook selection process.

d/ When paid in-service training is assigned, the rate for each hour of such assignment shall be as specified above, except where state or federal law establishes a lower rate. This provision does not limit the assignment of in-service training without pay.

- e/ Any certificated employee whose work assignment is continued on a full time basis in the same or a comparable position beyond his/her normal term of employment shall be paid at the same rate as is applicable to the normal term of employment in the contract year in which the extended time falls.
- f/ Class "A" substitute teachers hold standard certification.
- g/ The higher rate is paid after ten (10) days of continuous service in a given classroom assignment, for the duration of the assignment.
- h/ In schools without an assistant principal, a teacher may be designated as teacher in charge in the principal's absence. Such teacher shall be paid for one additional hour at extended employment rate for each day that the principal is absent for more than one-half of the school day.
- i/ Coordinating teacher shall refer to the individual teacher responsible for planning, designing, and implementing the activity.

**FEDERATION OF TEACHERS NON-MEMBER FAIR SHARE PAYMENTS
IMPLEMENTATION PROGRAM AND APPEAL PROCEDURE**

1
2
3
4 1. Fair Share Fee Determination

5 Prior to the commencement of each school year, the CFT/ACPSOP shall obtain an
6 independent audit from a certified accountant selected from a list of three certified
7 accountants with offices in Cincinnati, Ohio, submitted to the CFT/ACPSOP upon written
8 request, by the Board's Treasurer. The selected independent auditor shall continue to
9 serve unless a new selection process is initiated, in writing, by the CFT/ACPSOP. The
10 accountant will prepare a detailed analysis and audit of CFT/ACPSOP expenditures in
11 the preceding school year, verifying that portion of the CFT/ACPSOP's union dues which
12 may be appropriately charged to non-members through fair share fee under federal and
13 state law.

14 Prior to the commencement of each school year, the Executive Committee of the
15 CFT/ACPSOP shall set the fair share fee for the upcoming school year, in strict
16 conformity with the audit and report of the accountant described above, and the
17 CFT/ACPSOP's anticipated collective bargaining expenditures for the coming year. The
18 CFT/ACPSOP shall communicate the fair share amount to the Board at least fourteen
19 (14) days prior to the issuance of the first paycheck to the teachers and office personnel
20 at the beginning of each school year.

21 2. Notification To Non-Members Of Fair Share Fee and Right to Appeal

22 The CFT/ACPSOP shall prepare, date, and distribute prior to the distribution of the first
23 paycheck to teachers in September of each school year a notice to non-members which
24 shall be distributed and published as required in the agreement between the CFT and the
25 Board and ACPSOP and the Board. The notice shall incorporate the accountant's audit
26 report including an identification of those amounts considered to be chargeable and non-
27 chargeable to non-members, pursuant to federal and state law, and shall describe the
28 rights of non-members to object to the amount of the fair share fee set by the
29 CFT/ACPSOP.

30 3. Filing Objections To Fair Share Payments

31 Any non-member employee making fair share payments may object to the fair share
32 calculation on grounds that the fee charged is contrary to state or federal law. Any such
33 objection may be made by the objector individually by sending a letter addressed either to
34 the CFT President or the ACPSOP President, 1216 McMillan Avenue, Cincinnati, Ohio
35 45206, stating any objections, the desire to invoke the CFT/ACPSOP appeal procedure,
36 and objector's address and bearing the objector's signature. The letter must be
37 postmarked or delivered at any time after notice by CFT/ACPSOP of the amount of the
38 fee, as required by the respective Collective Bargaining Agreements, but before the
39 thirtieth (30th) day following the first deduction of the fee from the objecting
40 CFT/ACPSOP non-member's earnings.

41 4. Escrow Arrangements

42 Upon the CFT/ACPSOP's receipt of a letter invoking this procedure, the CFT/ACPSOP
43 shall deposit in an escrow account, separate from all other CFT/ACPSOP funds, the
44 amount of fee payments received on behalf of the objector that is fairly placed at issue by
45 any objections, but not less than ten (10%) percent of the fair share fee as verified by an
46 independent auditor. CFT/ACPSOP shall furnish the objector with independent
47 verification of the terms of the escrow arrangement, and upon request by any objector,
48 shall report the status of the escrow account.

1 The escrow account will be established with and maintained by a federally insured
2 commercial bank with offices in Cincinnati, Ohio, and the escrow agreement shall provide
3 that the escrow account will be interest bearing at the highest available rate; that the
4 escrowed funds remain intact until the final disposition is provided for herein; and that
5 the escrowed funds will terminate and the fund therein be distributed only by the term of
6 the ultimate award, determination, or judgment including any appeals or by the terms of
7 a mutually agreed settlement between the CFT/ACPSOP and any objector(s).

8 5. Appeal Procedure

9 Within sixty (60) days following the first deduction of the agency fee from the paychecks
10 of objecting non-members at the beginning of the school year, the CFT/ACPSOP's
11 Executive Committee shall meet to consider all written objections received by
12 CFT/ACPSOP and may respond to such objections by either voluntarily reducing the
13 agency fee for all non-members, or by notifying the objectors that the agency fee will
14 remain as originally calculated. The decision of the Executive Council shall be dated and
15 reported in writing to all objectors. Within such sixty (60) day period, CFT/ACPSOP shall
16 provide to the American Arbitration Association (AAA), copies of all objections received to
17 date during the school year, and the names and mailing addresses of the objectors. At
18 that time, CFT/ACPSOP shall request the AAA to commence arbitration proceedings
19 pursuant to the AAA's rules for Impartial Determination of Union Fees.

20 Thereafter, the AAA will appoint an arbitrator, select a hearing date, and otherwise
21 administer the arbitration proceeding in accordance with such Rules.

22 To the extent possible, the arbitrator shall schedule the arbitration during hours after the
23 regular school day, or on weekends or holidays, so as to avoid disruption of the
24 participants' performance of their regular duties for the Board or CFT/ACPSOP.

25 6. Arbitration Proceedings

26 The fees and any expenses of the arbitrator, and the costs of reproducing records agreed
27 to or ordered by the arbitrator shall be borne by CFT/ACPSOP. Any party may record or
28 transcribe the hearing at its own cost.

29 Non-members who do not object to the agency fee shall not be entitled to any portion of
30 the escrowed funds, nor shall non-objectors be entitled to any rebate of agency fees
31 already paid, should the arbitrator order a reduction of the agency fee for the year in
32 question. If the arbitrator rules that the agency fee should be reduced, the agency fees
33 paid by all non-members from that date forward in the school year shall be reduced
34 accordingly.

35 CFT /ACPSOP shall not be responsible for payment of any lost wages or compensation
36 incurred by objectors as a result of participating in the arbitration.

37 The decision of the arbitrator with respect to the objections made to the agency fee will be
38 final and binding upon all parties.

39 7. Objections Received From Newly-Hired Employees During The School Year

40 Newly hired employees are obliged under §130.e.1. of the CFT Collective Bargaining
41 Agreement and Article IV, A of the ACPSOP Collective Bargaining Agreement to
42 commence the payment of the fair share fee with the first paycheck due following the
43 sixtieth (60) day after initial employment. Such newly hired employees may exercise their
44 right to object by following the objection procedure described above within thirty (30)
45 days of their first fair share fee payroll deduction for non-members of CFT/ACPSOP.

1 Upon receipt of such objection, CFT/ACPSOP shall forward the objector's name to AAA
2 for the purpose of consolidation of such objection with any ongoing arbitration, and
3 CFT/ACPSOP shall also commence an escrow of the appropriate amount of the objector's
4 fair share fee.

5 If the objection is forwarded to AAA subsequent to the commencement of a fair share fee
6 arbitration hearing during the ongoing school year, then the objector's fair share fee has
7 an opportunity to participate in the subsequent year's arbitration, and upon such
8 agreement, any funds escrowed for such objector shall be distributed in accordance with
9 that arbitration decision.

10 **7. Arbitration Award**

11 The arbitrator shall issue a written award, based on the evidence and relevant provisions
12 of the Collective Bargaining Agreements and federal and state law, determining whether
13 the fair share fee was appropriately calculated and, if not, what the appropriate
14 calculation should have been. The award shall be final and binding on all parties. The
15 applicable escrow funds and the interest accrued thereon shall be disbursed pursuant to
16 the award unless an action for judicial review, or review by SERB, is filed and served
17 within thirty-five (35) days of the date of the award.

18 **8. Religious Objections to Fair Share Fees**

19 Any objections to the payment of fair share fee based upon religious beliefs shall be
20 handled in accordance with O.R.C. 4117.09 (C), which provides:

21 "Any public employee who is a member of and adheres to established and
22 traditional tenants or teaching of a bona fide religion or religious body which has
23 historically held conscientious objections to joining or financially supporting any
24 employee organization and which is exempt from taxation under the provisions of
25 the Internal Revenue Code, shall not be required to join or financially support any
26 employee organization as a condition of employment. Upon submission of proper
27 proof of religious conviction to the State Employment Relations Board, the Board
28 shall declare the employee exempt from becoming a member of or financially
29 supporting an employee organization. The employee shall be required in lieu of the
30 fair share fee, to pay an amount of money equal to such fair share fee to a non-
31 religious charitable fund, exempt from taxation under Section 501(C)(3) of the
32 Internal Revenue Code, mutually agreed upon by the employee and representative
33 of the employee organization to which the employee would otherwise be required to
34 pay the fair share fee. The employee shall furnish to the employee organization
35 written receipts evidencing such payments, and failure to make such payments, or
36 furnish such receipts shall subject the employee to the same sanctions as would
37 non-payment of dues under the applicable collective bargaining agreement."

YEAR-ROUND SCHOOLS

On March 14, 1994, the Board of Education approved the Superintendent's recommendation to convert Crest Hills Middle School to a K-8 school operating on a year-round calendar beginning August 29, 1994. The Board may create additional year round schools in the future. Therefore, the Cincinnati Federation of Teachers and the Cincinnati Board of Education agree to make the following special provisions amending the Collective Bargaining Agreement.

SCHOOL CALENDAR

The school will operate year round with the beginning date for each yearly cycle being the same as the opening of school for all other schools in the district. All holidays will be observed as outlined on the adopted school calendar with the addition of July 4 as a holiday.

The year-round school will be closed for two weeks prior to the beginning of each regular school year and for winter recess as determined by CPS calendar. The school will be in session during the spring recess.

The school year will be divided into four (4) instructional quarters, nine (9) weeks in length followed by three (3) week intersessions.

Each team of teachers will be responsible for providing instruction during intersessions to students from their team assigned to the intersessions. Each team will be invited to submit recommendations regarding a schedule for rotation of teaching assignments in intersessions which will be subject to the principal's approval. No teacher shall be required to teach more than three (3) intersessions per year, nor shall they be required to work during enrichment days, but may volunteer to do either.

CONTRACTSTEACHERS

Total number of days not to exceed 232 days.

- a) 190 day contract effective the first day of the regular school year through mid-August of the following year.
- b) 4 additional days at the teacher's daily rate (one day at the beginning of each intersession for preparation for the intersession).
- c) Intersessions - up to 38 additional days (as needed) at the teacher's daily rate.

LEAD TEACHERS

Total number of days not to exceed 232 days.

- a) 190 day contract plus annual stipend effective the first day of the regular school year through mid-August of the following year.
- b) 5 additional days included in the lead teacher stipend shall be scheduled by the building administrator throughout the year.
- c) 4 additional days at the teacher's daily rate (one day at the beginning of each intersession for preparation for the intersession).
- d) Intersessions - up to 33 additional days (as needed) at the teacher's daily rate.

1	<u>ELEMENTARY</u>	Total number of days not to exceed
2	<u>TEACHER-LIBRARIAN</u>	232 days.
3		
4		a) 195 day contract effective the first day of the regular school year
5		through mid-August of the following year. (5 days will be scheduled
6		throughout the year in cooperation with the principal.)
7		
8		b) 4 additional days at the teacher's daily rate (one day at the beginning of
9		each intersession for preparation for the intersession).
10		
11		c) Intersessions - up to 33 additional days (as needed) at the teacher's daily
12		rate.
13		
14	<u>COUNSELORS</u>	Total number of days not to exceed 232 days.
15		
16		a) 210 day contract effective the first day of the regular school year
17		through mid-August of the following year. 20 days will include 5
18		intersession days working with students.
19		
20		b) 4 additional days at the counselor's daily rate (one day at the beginning of
21		each intersession for preparation for the intersession).
22		
23		c) Intersessions - up to 18 additional days (as needed) at the counselor's
24		daily rate.
25		
26	<u>PSYCHOLOGISTS</u>	
27		a) 210 day contract effective the first day of the regular school year
28		through mid-August of the following year.
29		
30		b) Service will be provided for the year-round school over twelve (12)
31		months during the 4 instructional quarters. Schedules will be
32		developed through the regular districtwide assignment process unless
33		otherwise agreed upon.
34		
35		c) Intersessions - up to 22 additional days may be assigned at the
36		psychologist's daily rate.
37	<u>VISITING TEACHER</u>	
38		a) 205 day contract effective the first day of the regular school year
39		through mid-August of the following year.
40		
41		b) Service will be provided for the year-round school over twelve (12)
42		months during the 4 instructional quarters. Schedules will be
43		developed through the regular district-wide assignment process unless
44		otherwise agreed upon.
45		
46		c) Intersessions - up to 27 additional days may be assigned at the visiting
47		teacher's daily rate.
48	<u>TRANSFERS/SURPLUS/SELECTION OF FACULTY</u>	
49		
50		The parties will negotiate regarding retention and/or selection of initial faculty when and if the Board decides to create another
51		year round school(s).
52		
53	<u>GRIEVANCE PROCEDURES</u>	
54		
55		Notwithstanding Section 300, 2H, time limits set forth in Section 300, shall be in effect year round. However, intersession days
56		shall not be considered work days for this purpose.
57		

1 SUBSTITUTES

2
3 Schools select their own substitutes from the district substitute pool. These substitutes are appointed by Human Resources for
4 services to year round school(s).

5
6 Either party may reopen negotiations regarding provisions of this agreement at the end of each school year.

7
8 All provisions of the Collective Bargaining Agreement will remain in effect except as modified by this agreement.

CAREER-IN-TEACHING PROGRAM AGREEMENT

INTRODUCTION

America today is in the midst of unprecedented national concern about the quality of education. Studies decry the exodus of experienced teachers from the profession, the low achievement of students, the stagnancy of the profession resulting from limited professional growth opportunities, limited opportunities for communication and collaboration, and a public perception of a lack of accountability within education. By 1993, due to increasing enrollment, retirements, and other causes of teacher turnover, American schools will need to hire over one million new teachers.

These and many other challenges faced the Career Ladder Committee which assembled at its first meeting in August of 1987. This joint Federation/Administration committee spent long hours exploring, developing and defining the parameters of our shared, professional vision. All committee members had an ultimate vision of improving the quality of education for students, of improving the degree of communication and collaboration among professionals, and of raising the public confidence in schools. The development process included the review of current literature, the investigation of research and projected trends in teacher development, communication with educators at the national, state and local levels, and presentations about both state and local teacher development programs. This initial process resulted in a concept paper which served as the basis for further development.

The 1988 Collective Bargaining Agreement was negotiated using the "principled" negotiations process based on methods developed at the Harvard Negotiations Project. The guiding principles, practices, and guidelines assimilated in that process were applied to the development of the Career in Teaching Program. The Collective Bargaining Agreement provided the framework for the program. In August 1988, a joint Cincinnati Federation/Administration Committee began the formidable task of drafting a detailed plan. The Committee met an average of once a week during the development phase. An open forum to allow professional educators and educational consumers to share their viewpoints was provided. All teachers and administrators were provided the opportunity to complete a survey in an effort to obtain data on their perceptions of the roles and responsibilities for lead teachers.

The Committee issued its report in October, 1989. The Board and Federation completed final negotiations and ratified the Career in Teaching Program in February, 1990. Subsequently, the parties amended the Career in Teaching Agreement, effective September, 1991.

The Career in Teaching Program will provide incentives to attract and retain quality teachers in the profession, will improve and encourage teachers' professional growth opportunities, will expand opportunities for collaboration among professional educators, and will give teachers broader roles and responsibilities which will improve student achievement and provide better schools for children and teachers.

This jointly developed program consists of four sequential career development levels for teachers. The levels include:

Intern

Resident

Career

Lead

A thorough assessment process ensures that lead teachers are the highest quality teachers in the district. Lead teachers will have expanded roles and responsibilities aimed at improving instruction and student achievement.

A Career in Teaching Panel has been established to implement the program, including the credentialing of all lead teachers. The panel consists of an equal number of administrators and teachers.

Career-in-Teaching Program Agreement

The Career in Teaching Program represents a new and exciting direction for the district. This program has great potential in addressing many urban educational issues by reshaping the role professionals perform in the district.

We are jointly committed to the implementation of this Career in Teaching Program and to continued utilization of the collaborative spirit present in this process from conception through implementation.

Teaching is not a simple task. It requires total commitment, knowledge, a caring attitude, management skills, decision-making ability, and sophisticated communication skills. Teachers have the tremendous responsibility for guiding the learning and development of our children. This program will provide the mechanism to take teaching as it is now and move it forward.

Career ladders and programs are advances into the frontier of educational change. With commitment we accept the challenges and the risks that are associated with this rare opportunity to make a difference and significantly impact the future of the Cincinnati Public Schools. We gratefully acknowledge the contributions and dedication of all associated with the development of this program. The challenge now is in the implementation of the program.

THE CAREER IN TEACHING PANEL

A six member joint panel shall be appointed by the Cincinnati Federation of Teachers and the Board. The term of each member shall be no longer than three years. The Federation shall appoint lead teachers to serve as members of the Career in Teaching Panel as the terms of the current members expire.

There shall be co-conveners, one appointed by the Federation and one appointed by the Superintendent. The panel will oversee the assessment process, credential the lead teachers and recommend additional roles and responsibilities for lead teachers, but will not assign lead teachers to positions.

The Panel has the authority to make procedural decisions necessary to implement the plan, to interpret and apply provisions of the plan, but not to amend the plan.

CAREER LEVELS

The Cincinnati Public Schools shall maintain a Career in Teaching Program for all teachers. The program contains the following career advancement levels.

INTERN LEVEL

Newly hired teachers entering the school district shall be classified as intern teachers. A newly hired teacher is defined as one who has not taught within the last five years in the Cincinnati Public Schools. Teachers who have had contract teaching experience with Cincinnati Public Schools within five years prior to re-employment and have received a satisfactory or better rating during that time shall be exempt from the internship process.

The purpose of the Career in Teaching Program, at the intern level, shall be to induct all newly hired teachers into the teaching profession. Inductees will become aware of the goals and curriculum of the Cincinnati Public Schools and will be assimilated into the profession. The intern teacher shall be provided experiences to enhance his/her teaching skills and to develop the instructional skills needed by urban educators. Experiences acquired at the intern level should inspire teaching excellence and improve the education of all students in the Cincinnati Public Schools.

Interns will participate in an induction process using the Peer Assistance and Evaluation Program. As interns, new teachers shall be afforded the opportunity to be coached, mentored, assisted, and appraised through the Peer Assistance and Evaluation Program. This will afford interns the opportunity to improve teaching abilities and become meaningful contributors to the profession. All interns shall be introduced to the many other resources in the district, such as practicum, the Mayerson Academy, and the Employee Assistance Program (EAP).

Teachers receiving a satisfactory or better evaluation at the intern level shall continue their professional progression by advancing to the next level of the Career in Teaching Program. It is the intent of this Program that no teacher will remain at the intern level for more than two years.

RESIDENT LEVEL

Career-in-Teaching Program Agreement

All teachers successfully completing the internship become resident teachers along with those teachers exempt from the internship process as defined previously. Residency is a transitional learning experience in the Career in Teaching Program where the teacher develops the skills, motivation, and determination necessary to become a career or lead teacher. Resident teachers, using established professionals as role models and mentors, will develop the confidence, independence, and desire to continue and succeed in their chosen career. Resident teachers shall gain confidence as instructional leaders, develop and expand their individual teaching styles, refine their teaching skills, continue their professional growth and further utilize the resources of the district to implement and conduct an effective instructional program.

A teacher must be a resident for at least two years before proceeding in the Career in Teaching Program. In order to assess a resident's progress, the resident shall be evaluated in accordance with the appraisal schedule established by the Collective Bargaining Agreement, which in most cases would be during the second year of residency. Teachers shall remain at the resident level until they meet the criteria outlined for a career teacher.

CAREER LEVEL

In order to become a career level teacher, a teacher must have served at the resident level for at least two years and have earned a continuing contract with the Cincinnati Public Schools.

Teachers at the career level are expected to carry out their professional duties with less supervision than teachers at the intern and resident levels. A career level teacher will have the professional autonomy and responsibility to design an effective and educationally sound instructional program consistent with the adopted course of study. Conferring and consulting with other professionals during the planning of instruction is encouraged. Career teachers shall be required to show evidence of daily preparation for instruction including lesson plans. However, the routine submission of written, daily lesson plans to the principal or assistant principal on a schoolwide or districtwide basis will not be required of career level teachers.

Career level teachers are encouraged and expected to continue to grow in their profession. They should participate in professional growth activities, keep current in their field of teaching, and continue to expand their teaching strategies and ideas. They should be provided opportunities to observe other teachers in and out of the system, attend conferences and professional meetings, and take tuition free university courses taught by lead teachers providing such courses become available.

Career level teachers are expected to participate in setting the educational direction for the school district by serving on joint committees, particularly those which develop curriculum, select textbooks, and design and implement new programs. They are also expected to serve as motivators for other teachers and as role models to encourage others to enter the field of education.

Because of their experience, knowledge, and expertise, career level teachers, along with lead teachers, shall get priority consideration for opportunities such as summer school, sabbatical leave and vacancies in night school and home instruction.

LEAD TEACHER LEVEL

Minimum Requirements

Teachers at the Career Level with five years of consistently satisfactory or above teaching of which the last three have been, at the minimum, half time employment in the Cincinnati Public Schools, and who are currently full time shall have the opportunity to apply to the Career in Teaching Panel (CTP) for assessment and, if credentialed, to be considered for lead teacher positions.

Roles and Responsibilities of Lead Teachers

Lead teachers are considered the highest quality teachers in the district. Lead teachers must have demonstrated a high level of teaching competence as well as being self motivated with the ability to motivate others. They should have a positive impact on their individual work site, the school district, and the community. They will interact with a wide and varied audience and have a wide range of responsibilities, which will utilize their areas of expertise. Lead teachers, who are recognized as being in the forefront of their field, will share this expertise with others. Current issues relating to quality instruction and student achievement will receive priority attention from lead teachers. Lead teachers will work to establish a positive school climate in order to demonstrate effectively their skills. This climate

Career-in-Teaching Program Agreement

must consist of support, collaboration, flexibility, trust, accountability, and a degree of autonomy to exercise their professional judgment.

The primary and most important role of lead teachers is to provide quality instruction to students. In addition, lead teachers will serve at both the local and systemwide level, in the following roles. The descriptive position titles relating to each role are listed below. By agreement, the parties may create new roles or position titles or amend those listed below.

Assessors observing, assisting, and, when appropriate, evaluating other professionals.

Consulting Teacher assists and appraises teachers in the Peer Assistance and Evaluation Program.

Trained Teacher Observer provides assessment data to the Career in Teaching Panel as part of the credentialing process.

Developers creating, germinating, researching and implementing new ideas and techniques.

Curriculum Specialist assists in the development and/or implementation of curriculum; demonstrates the use of educational technology within a given subject area; provides ongoing support to teachers in specialized or small teaching fields.

Consultants conferring with and advising professional educators and educational consumers in an area of expertise.

Student Specialist demonstrates to and consults with all staff regarding a specialized group of students, such as high risk, gifted/talented, handicapped.

Parent Education Specialist provides services to community and parents for the purpose of increasing participation in the educational program.

Demonstrators explaining, exhibiting, and teaching in order for others to benefit from an area of expertise and specialization; teaching in a classroom open to observation in order for others to benefit; piloting new programs; disseminating research, and providing in-service training on instructional techniques and curriculum.

Demonstration Teacher serves as a model teacher that others can freely observe; works with a wide range of teachers.

Clinical Faculty serves as adjunct university faculty member in a professional practice school or in other teacher education programs operating within the district.

Coordinators managing and directing appropriate teaching-learning activities within the school and/or school district.

Primary Level Leader/Intermediate Level Leader

Team Leader

Subject Area Leader (Department Chair)

Each of these positions serves at the local school providing instructional leadership to other professionals; may also serve as a coordinator of interdisciplinary team at the building level; serves as a mentor for new teachers at the local school level; assists teachers new to the building upon request.

Program Facilitator serves as a catalyst for new or special programs during their first two years; responsible for the successful implementation of the program.

Educational Service Personnel Specialist provides appropriate leadership to specialized position classifications, such as counselor, psychologist, visiting teacher, librarian, and teacher librarian; serves as a mentor for new educational service personnel; serves as a consultant offering voluntary confidential assistance to other educational service personnel in order to improve their skills.

Additional roles and positions may be recommended by the Career in Teaching Panel.

Position descriptions are available for the functional titles listed above, developed by a subcommittee established by the Career In Teaching Panel with the guidance of the Human Resources Department and with substantial input from the parties to be served by the position. The position description is designed to give prospective lead teachers an understanding of the knowledge, skills, and abilities required of the position as well as the position responsibilities. Any new functional titles shall have the position description developed in this manner or another mutually agreed to by the parties.

Position Descriptions for School-Based Lead Teachers

The job descriptions for school-based lead teachers shall be revised by the Career in Teaching Panel to be in effect for the 1994-95 school year. The emphasis shall be on improving teaching and learning by providing instructional support to their constituents.

The duties shall include:

- lead their team, department, or level to improve instruction and student achievement taking responsibility for the effective functioning of their unit.
- determine, with their team, department, or level, broad instructional goals for the year.
- lead monthly team, department, or level meetings to monitor and evaluate progress toward those goals.
- monitor their team, department, or level for compliance with the curriculum.
- assist teachers being evaluated, and when appropriate, coordinate their efforts with the evaluator(s).
- coach and mentor teachers, working with them in classroom settings.
- will participate with the principal in the selection of teachers or paraprofessionals who serve on their team.
- shall participate in leadership discussions and decisions regarding the instructional program.
- attend 4-6 district wide lead teacher meetings per year.

CREATION OF NEW POSITIONS

Any positions that fall within roles or position titles contained within the plan shall be filled by lead teachers in accordance with the provisions of the plan. Further, teachers who provide direct services to students as the major part of their day to day duties are not lead teachers.

Teacher in charge of instruction at Juvenile Court shall retain the title and compensation until such time as the position becomes vacant or the incumbent receives lead teacher credentials.

The Board may create additional jobs within roles and position titles contained within the plan. If the Board desires to create a new position that does not fall within the roles and position titles contained within the plan, the parties will seek agreement to amend the plan or negotiate regarding terms and conditions of employment for the position outside the plan. If the parties are unable to agree, the Administration may create and fill the job. However, such action is subject to challenge by CFT through remedies available under the Collective Bargaining contract and applicable law.

LIMITS ON LEAD TEACHER TERMS

No teacher shall serve in a full released time position more than two years. However, after serving two years in such a position, a lead teacher may reapply and may be re-selected if s/he is assigned to teach at least two periods at the secondary level or an equivalent amount of time at the elementary level. If the position is continued as a full released time position, another lead teacher shall be assigned to the position. However, prior to the position being posted, the Career in Teaching Panel may recommend, based on program requirements or conditions of an external grant, that the position be identified as full-time released for up to four years. Approval by the Federation President and Superintendent is required.

LEAD TEACHER ASSESSMENT AND CREDENTIALING PROCESS

Phase One - The Application Period

The purpose of this phase is to review and evaluate the teacher's application for lead teacher status. Application period(s) shall be determined by the Career in Teaching Panel, allowing all eligible teachers who desire consideration the opportunity to complete a standard application form. The Career in Teaching Program is committed to having lead teachers reflect the diversity in the CPS teaching staff. This application shall include such information as teaching experience, professional growth activities,

Career-in-Teaching Program Agreement

educational background, career plans, and a statement as to why one desires to be a lead teacher. Also included will be a statement on how the applicant has implemented his/her beliefs about teaching. The application will be reviewed and assessed by the Panel based on the following criteria:

Lead teachers must demonstrate through their application:

- leadership in their profession.
- effective communication skills.
- involvement of parents and the school community in their education program.
- teaching techniques and curriculum development which is effective with children from all backgrounds and abilities.
- a consistent pattern of professional growth.
- articulation of their convictions about teaching.
- cooperation and collaboration with others.
- commitment to teaching as a career.
- how the applicant has translated his/her educational philosophy into an effective and meaningful instructional program for children.

All applicants will be notified of their status in writing by the close of the school year. The lead teacher assessment and selection procedure will assure that teachers assessed and credentialed the second semester of any school year have full opportunities to apply for lead teacher positions for the following school year. Those who successfully complete the application by meeting the basic criteria will proceed to phase two. Any teacher not meeting these criteria will be sent a summary sheet identifying the criteria not met and may not reapply during the next application period. All applicants have the opportunity to appeal the Panel's decision according to the appeal procedures outlined in this document.

Applicants for and teachers serving in lead teacher positions may not also be applicants for an administrative position or participants in the screening process for such positions. However, teachers may withdraw such applications or requests in order to apply for a lead teacher position. A lead teacher in a position may not be appointed to an administrative position while serving as a lead teacher.

Phase Two - Credentialing

Scheduling of Phase II Assessment

The Career in Teaching Panel shall have the authority to establish priorities for scheduling applicants for Phase II assessment. Only teachers who have completed, at minimum, six years of teaching experience are eligible for Phase II assessment.

Function of Trained Teacher Observers

Those continuing will be assigned either first or second semester to a Trained Teacher Observer (TTO). The function of the TTO is to gain knowledge of the applicant's teaching skills and to make a final report to the Panel regarding the applicant's potential for lead teacher. This comprehensive report will be based on classroom observations, review of the personnel file, and structured interviews with two teachers (selected from a list provided by the applicant of six teachers which includes the relationship of the teachers with the applicant), the principal, and, if needed, one additional administrator familiar with the teacher's work. If further data is needed, the Trained Teacher Observer may acquire additional data from others who have knowledge of the teacher's performance.

The TTO will be released at least part time for the purpose of assessing lead teacher applicants. The exact number shall be determined within the plan from year to year based on the number of applicants. Some TTO's will serve at the elementary level, while others will serve at the secondary level.

Trained Teacher Observers

The Career in Teaching Panel shall select the TTO's for no more than a two year term from eligible lead teacher candidates. Preferably, applicants shall have been either a consulting teacher or have comparable experience with classroom observations. Training, including, but not limited to, the assessment process, the use of assessment instruments, and the district's curriculum and programs shall be developed by the Career in Teaching Panel and implemented prior to the TTO's assuming their duties and responsibilities.

Classroom Observations

Lead teachers must demonstrate in their classroom:

- a highly effective instructional program.
- excellent classroom management which encourages student self-discipline.
- readiness for the delivery of instruction.
- inspiration and involvement of students in their own learning.
- a positive approach to conflict resolution.
- a proactive approach to human relations.
- a caring attitude toward students.
- use of a variety of approaches to teaching.
- a command of subject matter and presentation in an engaging, effective manner.
- respect for the individual differences of students.

Upon receipt of the assignment, the Trained Teacher Observer will notify the applicant, the principal, and the supervisor of the credentialing review. Prior to actual classroom visitation, the TTO shall meet with the applicant to attain any information s/he deems important. A minimum of four announced and unannounced observations shall be conducted by the TTO within forty school days of the initial meeting.

At the secondary level, at least two observations should be for one class period. At the elementary level, at least two observations should be a minimum of 45 minutes. Each observation shall be conducted utilizing a standard observation form developed for this process. If the principal or supervisor observes the applicant during the credentialing period using the adopted form, the observation form should be submitted to the TTO for inclusion in the final report. All observation forms will be available to the applicant upon request.

Report to Panel/Credentialing

After completing all aspects of the credentialing review, the TTO will write a comprehensive report with a recommendation regarding the credentialing of the applicant as a lead teacher. All related forms and documentation shall be attached to the report.

The six-member Career in Teaching Panel shall review the report of the TTO, as well as the teacher application and any other related forms and documentation prior to making a final determination for lead teacher credentialing. The panel will dialogue with the TTO and may elect to dialogue with the applicant if further information or clarification is necessary. The panel will determine whether the applicant will be credentialed. At least two thirds of the members of the full panel are required to credential someone to become a lead teacher. If the panel is tied, the recommendation of the TTO would automatically go to the four-member Appeal Panel and through the Appeal Process. The Appeal Panel must confirm the recommendation of the TTO by at least a three fourths majority of the full panel. If the Appeal Panel is tied, the teacher will be assigned to another TTO to begin the entire process over again. If the second TTO recommends that the teacher be credentialed as a lead teacher it shall take a majority vote of the full Career in Teaching panel to reject the recommendation.

Those individuals who are unsuccessful in the credentialing process shall be informed by the Panel along with a summary sheet and other documentation developed by the Career in Teaching Panel aimed at assisting the teacher in developing a program of professional improvement. Unsuccessful applicants may not reapply during the next application period. All applicants have the opportunity to appeal the Panel's decision according to the appeal procedures outlined in this document.

Re-evaluating Lead Teachers

Those credentialed as lead teachers shall be reassessed every five years to determine continuation of lead teacher status. This reassessment process will be developed by the Career in Teaching Panel and will include a self-assessment component. Any regular appraisal which may be scheduled for the same school year as the reassessment shall be postponed until the following school year, unless the lead teacher requests that both be conducted during the same school year.

COMPENSATION OF LEAD TEACHERS

The compensation for each lead teacher position will be determined by the parties based on the skills, knowledge, responsibilities, and time required to accomplish the requirements of the position. The following positions will be lead teacher positions beginning with the 1991-92 school year. These figures are over and above the contractual salary.

	<u>Released Time</u>	<u>\$ Am't</u>	<u>Addit'l Days</u>
Subject Area Leader:			
at least 5 but less than 12 members	1 period	\$5000	5
12 or more members	1 period	\$5500	5
Interdisciplinary Team Leaders			
at least 4 members	0	\$5000	5
Primary Level Leader			
at least 5 but less than 12 members	1 period	\$5000	5
12 or more members	1 period	\$5500	5
Intermediate Level Leader			
at least 5 but less than 12 members	1 period	\$5000	5
12 or more members	1 period	\$5500	5
Consulting Teacher	all day	\$5500	5
Curriculum Specialist Implementor	min. half day	\$4500	5
Trained Teacher Observer	all day	\$5500	5
Program Facilitator	min. half day		
building level		\$5000	5
district level A		\$4500 -	5
		\$5500	
district level B		\$1000	0

Some of these positions may need additional days beyond those listed above. These days will be compensated at the teacher's daily rate of pay.

The stipend for other lead teacher positions established or implemented in the future may be greater than or less than the amount determined for the 1991-92 positions.

Lead Teachers - Use of 5 Days Extended Time

The five extended days of the lead teacher's assignment shall be within the scope of the lead teacher responsibilities at the local school or site. The scheduling of these days shall be determined by the building administrator. However, newly appointed lead teachers shall receive a one day orientation/training session designed by the CTP and the Program Facilitator at the commencement of their assignment, within the five days.

ANNUAL NEGOTIATIONS

The number of lead teacher positions shall be determined annually by the needs of the district in the Career in Teaching Budget Agreement, but shall be at least ten per cent of the bargaining unit subject, however, to agreement of the parties on the availability of funds, on the program budget and on distribution of lead teacher positions for each year.

In addition to middle school disciplinary team leaders, lead teacher positions may be allocated to other middle school departments or subject areas with 5 or more teachers which are not included in the interdisciplinary teams having 5 or more teachers. Interdisciplinary team leaders may be allocated to high schools for programs based on interdisciplinary teams.

The Career in Teaching Budget Agreement including specific number and types of lead teacher positions, shall be determined during annual negotiations beginning on or about February 1. Such reopener, however, shall not provide the Federation with the right to strike, nor the Board with the right to unilaterally implement, and shall not subject the parties to impasse resolution procedures set forth in O.R.C. §4117.14.

SELECTION OF LEAD TEACHERS FOR POSITIONS

Career level teachers credentialed for lead teacher status will be able to apply for lead teacher positions within the district as they develop. Although lead teacher positions will be filled on a year to year basis, lead teachers must reapply for any position after two years.

Selection of Lead Teachers for School Level Positions

Selection of lead teachers for school level positions, including program facilitators functioning at the school level, shall be governed by the following provisions. The principal or designee shall convene a screening panel composed of no more than four teachers and the principal/designee. The teachers will be selected by their respective departments. The screening panel will review the credentials of, and interview, candidates. Following the interviews, the screening panel will consider all of the candidates based on the needs of the school. The panel will recommend up to 3 acceptable candidates. However, if there are fewer than 5 candidates, the panel will recommend up to two acceptable candidates. The principal shall either (a) select one of the acceptable candidates or (b) reopen the selection process using the same process as outlined above.

Lead teacher candidates from within the building where the vacancy occurs must be interviewed by the screening panel along with any other lead teacher who has been identified by the screening panel to be interviewed.

All vacancies will be announced. All deliberations regarding the assessment of candidates shall be done in a discreet and confidential manner.

Selection of District Level Lead Teachers

Selection of non-building level lead teachers will be made by the administration based on training, experience and individual qualifications of the applicants. If these are substantially equal, seniority shall control the choice.

If a district level lead teacher position serves a districtwide constituency, the selection process shall be the same as above, except the selection panel shall be selected by members of that constituency. The Federation shall facilitate the selection of the screening panel, when necessary. The administrator in the selection process shall be the administrator to whom the lead teacher reports. If a district level lead teacher position has no constituency, then the Federation shall select the members of the selection panel.

A teacher shall be considered for designation as a lead teacher and for any lead teacher role notwithstanding the current staff racial balance at the school of his/her current assignment.

Lead Teacher - Right to Return

A lead teacher who transfers to another school to fill a lead teacher position or who accepts a district level lead teacher position shall have the right to return to the same school and to the same or similar assignment without loss of seniority. A lead teacher who transfers to another school to fill a lead teacher position or who accepts a district level lead teacher position shall have the right to return to the same school and the same or similar assignment without loss of seniority at the end of any school year provided written notification is given to the Director of Human Resources by March 15.

Lead Teacher Performance Review

Lead teachers report to the principal and are responsible to the principal and their constituents. The lead teacher shall provide quarterly reports to the principal and screening panel during their term, describing their activities toward satisfying the goals described above. The continuation of lead teachers in a position shall be based on attainment of the team, department or level's goals and on the lead teacher's performance of the job description's duties and responsibilities. A lead teacher may be removed

Career-in-Teaching Program Agreement

from a position effective at the end of a school year, by agreement of the principal and the screening panel for the unit, provided the lead teacher is notified by March 10.

Training for Lead Teachers

Provisions shall be made for all lead teachers to successfully complete a training program appropriate to their responsibilities.

Lead teachers, while credentialed, shall be required to receive at least 6 semester hours college credit, equivalent CEU's or Mayerson Academy courses, emphasizing teaching and learning issues, to be eligible for reassessment for lead teacher credentials. These credits may also be used to satisfy state certification requirements. Professional development topics for lead teachers shall include:

- (best) instructional practices
- change processes
- classroom management
- coaching and mentoring
- conflict management and negotiating techniques
- professional leadership
- managing stress
- managing the new kinds of relationships with colleagues and administrators
- managing time more effectively
- new developments in their field
- using instructional technology effectively
- diversity in the classroom and workplace, including cultural, gender, age, class, etc.
- writing grants and position papers.

This requirement shall be effective with the reassessments done during the 1997-98 school year.

Career in Teaching Program Facilitator

A Career in Teaching Program Facilitator shall assist the Personnel Office and the panel in implementing the plan. The facilitator shall assure implementation of procedures adopted by the panel. The Facilitator shall report to the Director of Human Resources and be responsible for carrying out the assignments of the Career in Teaching Panel.

The Career in Teaching Program Facilitator shall be selected from a list of interested lead teacher applicants by the co-conveners of the Career in Teaching Panel, the Director of Human Resources and the Federation President.

APPEAL PROCESS

Teachers who apply for a change on the Career Ladder and are denied by the CTP, are entitled to seek a review by the Appeals Panel after any phase of the credentialing process. The review conducted by the Appeals Panel will be limited to verifying that the proper procedures were followed and determining whether the action to deny that status were supported by the evidence. A teacher desiring to appeal shall provide written notification of his/her intent to the Panel along with the reasons for appealing within ten working days of being notified of the CTP's decision.

The Appeals Panel will consist of two teachers appointed by the CFT and two administrators appointed by the Superintendent. The Federation shall appoint lead teachers to serve as members on the Appeals Panel as vacancies occur. This Panel shall meet to review the procedures and evidence for all appeals at least five times a year (once each quarter and once during the summer). The CTP shall be responsible for supplying the evidence to the members of the Appeals Panel for their review in advance of their meetings. Only evidence collected during the credentialing process will be admissible. After reviewing the procedures and evidence, the Appeals Panel shall have the right to call on the teacher, the CTP and/or the TTO to appear before the Appeals Panel for clarification.

Following their review, the Appeals Panel will make a determination as to whether proper procedures were followed and whether the CTP's action was supported by the evidence. Within 30 calendar days of the review, the Appeals Panel will submit their decision in writing to the teacher and CTP. The decision shall either uphold the CTP's action or direct an appropriate remedy.

TERM OF THE PLAN

The Career in Teaching Program Agreement, ratified by the CFT membership and the Board, is an agreement independent of the Collective Bargaining Contract with exceptions listed below. However, the parties agree that the Career in Teaching Program will be governed by the Agreement which is subject to amendment by agreement of the parties (i.e., Federation and Board).

Further, the Collective Bargaining Contract is hereby amended in the process of ratifying the plan to incorporate provisions of this plan which govern: compensation and extended work year requirements for lead teachers, the criteria for advancement to the career level including special provisions for teachers with 10 or more years Cincinnati Public School service, and selection of lead teachers for non-building level positions.

The term of the Career in Teaching Program Agreement shall coincide with the term of the Collective Bargaining Contract, except that either party may terminate the program effective the following school year by giving written notice to the other party by March 1.

The CTP Agreement, as amended by the parties effective March 17, 1997 shall be printed in the Collective Bargaining Contract as an appendix .

_____ President Cincinnati Federation of Teachers	_____ President Cincinnati Board of Education
	_____ Superintendent of Schools

ACKNOWLEDGMENTS

1987 Career Ladder Committee

Lionel Brown, Principal, Withrow High School
Roger Efron, Personnel Director, Co-Facilitator
Paul Filio, Teacher, Western Hills High School
James Hansjergen, Teacher, Withrow High School
Ralph Jackson, Teacher, Rockdale Elementary
Karen Jones, Consulting Teacher, Crest Hills Center, Co-Facilitator
Debbie Liberi, Teacher, Schroder Paideia
Tom Mooney, President, Cincinnati Federation of Teachers
Diana Porter, Teacher, Western Hills High School
Barbara Schroder, Assistant Principal, Woodward High School
Merri Gaither Smith, Elementary School Supervisor
William Thorman, Jr., Principal, Peoples Middle School
Patricia Torrey, Principal, Chase Elementary School
Robert Townsend, Supervisor, Science
Jerome Tuggle, Field Representative, Cincinnati Federation of Teachers
Gerald Varland, Director, Employee Relations/Communication

1988-89 Career Ladder Committee

Roger Efron, Personnel Director, Co-Facilitator
James Hansjergen, Librarian, Western Hills High School
Ralph Jackson, Teacher, Rockdale Elementary
Karen Jones, Teacher, Rockdale Elementary, Co-Facilitator
Diana Porter, Teacher, Western Hills High School
Barbara Schroder, Director of Instruction, Area II
Patricia Torrey, Principal, Rothenberg Elementary
Robert Townsend, Supervisor, Science
Jerome Tuggle, Field Representative, Cincinnati Federation of Teachers
Gerald Varland, Director, Employee Relations/Communication

The CFT and Board Representatives in the final drafting of the Program in 1989 were:

CFT

Tom Mooney, President
Karen Jones, Teacher, Rockdale

BOARD

Gerald Varland, Director Employee Relations
Roger Efron, Personnel Director
Lynn Goodwin, Deputy Superintendent/Treasurer

