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TENTATIVE AGREEMENT
between the
COLUMBUS EDUCATION ASSOCIATION
and the
COLUMBUS BOARD OF EDUCATION

To be effective until the day before the first regular teacher contract day of 2013-14

The Columbus Education Association and the Columbus City School District Board of Education agree to the following terms in fulfillment of their obligation to negotiate a successor Master Agreement that will expire at midnight on August 20, 2011.

All terms of the Agreement currently in effect shall be incorporated into the successor Master Agreement except as specifically and expressly modified by this written document.

This Agreement entered into at Columbus, Ohio, **this _____ day of April 2011**, between the Columbus Board of Education of the Columbus City School District (hereinafter referred to as the "Board") and the Columbus Education Association (hereinafter referred to as the "Association or CEA").

Chapter 100 UNCHANGED

Chapter 200 UNCHANGED

Chapter 300

302.05 Each elementary staff shall conduct a written ballot to determine whether there shall be one (1) or two (2) fifteen (15) minute recesses per day. **Recess takes place midmorning or mid-afternoon, not adjacent to the beginning, lunch time, or end of the school day, unless the school selects to do so through the process of this paragraph.** The results of such ballot shall be posted on the school's bulletin board. In the event of a tie, the issue shall be decided by the principal. That status quo shall remain in effect in future years unless the ABC or the principal calls for reconsideration. Reconsideration can only be called for once per school year. However, a change in that status quo can only be implemented after the first two work days of the regular school year with the principal's concurrence

Chapter 400 UNCHANGED

Chapter 500 UNCHANGED

Chapter 600 UNCHANGED

Chapter 700 UNCHANGED

Chapter 800 UNCHANGED

Chapter 900**Article 902****Teacher Salary Schedules**

902.01–902.07 Effective **August 22, 2011**, teachers and school nurses possessing a valid school nurse certificate shall be paid in accordance with the following:

Years Experience	Pre-License Bachelor's Degree	Bachelor's Degree	150 Hours and Bachelor's Degree	Master's Degree	Master's Degree + 30 Semester Hours	Ph.D.
0	31,183	42,333	42,333	43,390	44,211	47,041
0.5	31,809	42,333	42,333	44,251	45,111	47,999
1	32,435	42,333	42,333	45,111	46,011	48,956
1.5	33,081	42,333	42,333	46,011	46,931	49,934
2	33,726	42,333	43,546	46,911	47,850	50,912
2.5	34,411	43,175	44,407	47,850	48,789	51,912
3	35,095	44,016	45,268	48,789	49,728	52,911
3.5	35,780	44,896	46,188	49,767	50,726	53,972
4	36,465	45,776	47,107	50,745	51,723	55,033
4.5	37,208	46,696	48,046	51,763	52,760	56,137
5	37,951	47,615	48,985	52,780	53,797	57,240
5.5	37,951	48,554	49,963	53,836	54,873	58,385
6	37,951	49,493	50,941	54,892	55,949	59,530
6.5	37,951	50,491	51,958	55,988	57,084	60,737
7	37,951	51,489	52,975	57,083	58,218	61,944
7.5	37,951	52,526	54,032	58,218	59,372	63,172
8	37,951	53,562	55,088	59,353	60,526	64,400
8.5	37,951	54,619	56,184	60,546	61,739	65,691
9	37,951	55,675	57,279	61,739	62,952	66,981
9.5	37,951	56,790	58,433	62,972	64,204	68,313
10	37,951	57,905	59,587	64,204	65,456	69,645
10.5	37,951	59,079	60,781	65,495	66,767	71,040
11	37,951	60,253	61,974	66,786	68,078	72,435
11.5	37,951	61,446	63,207	68,117	69,447	73,892
12	37,951	62,639	64,439	69,447	70,816	75,348
12.5	37,951	63,891	65,730	70,836	72,225	76,847
13	37,951	65,143	67,021	72,225	73,633	78,346
13.5	37,951	66,454	68,371	73,673	75,120	79,928
14	37,951	67,765	69,721	75,120	76,607	81,510
14.5	37,951	67,765	69,721	75,220	76,707	81,610
15	37,951	67,765	69,721	75,320	76,807	81,710
15.5	37,951	67,931	69,887	75,486	76,973	81,876
16	37,951	68,097	70,053	75,652	77,139	82,042
16.5	37,951	68,850	70,806	76,405	77,892	82,795
19	37,951	69,602	71,558	77,157	78,644	83,547
19.5	37,951	70,757	72,713	78,312	79,799	84,702
23	37,951	71,912	73,868	79,467	80,954	85,857
23.5	37,951	73,509	75,465	81,064	82,551	87,454
27	37,951	75,105	77,061	82,660	84,147	89,050
27.5	37,951	76,776	78,732	84,331	85,818	90,721
30	37,951	78,446	80,402	86,001	87,488	92,391

902.08–902.14 Effective on the first teacher work day of the 2012–13 school year, teachers and school nurses possessing a valid school nurse certificate, shall be paid in accordance with the following:

Years Experience	Pre-License Bachelor's Degree	Bachelor's Degree	150 Hours and Bachelor's Degree	Master's Degree	Master's Degree + 30 Semester Hours	Ph.D.
0	31,183	42,333	42,333	43,390	44,211	47,041
1	32,435	42,333	42,333	45,111	46,011	48,956
2	33,726	42,333	43,546	46,911	47,850	50,912
3	35,095	44,016	45,268	48,789	49,728	52,911
4	36,465	45,776	47,107	50,745	51,723	55,033
5	37,951	47,615	48,985	52,780	53,797	57,240
6	37,951	49,493	50,941	54,892	55,949	59,530
7	37,951	51,489	52,975	57,083	58,218	61,944
8	37,951	53,562	55,088	59,353	60,526	64,400
9	37,951	55,675	57,279	61,739	62,952	66,981
10	37,951	57,905	59,587	64,204	65,456	69,645
11	37,951	60,253	61,974	66,786	68,078	72,435
12	37,951	62,639	64,439	69,447	70,816	75,348
13	37,951	65,143	67,021	72,225	73,633	78,346
14	37,951	67,765	69,721	75,120	76,607	81,510
15	37,951	67,765	69,721	75,320	76,807	81,710
16	37,951	68,097	70,053	75,652	77,139	82,042
19	37,951	69,602	71,558	77,157	78,644	83,547
23	37,951	71,912	73,868	79,467	80,954	85,857
27	37,951	75,105	77,061	82,660	84,147	89,050
30	37,951	78,446	80,402	86,001	87,488	92,391

902.15 Except as provided in section 902.16 below, the salary schedule and longevity payments set forth in Sections 902.08 through 902.14 of the Master Agreement that expires at midnight on August 20, 2011 shall continue in effect for the duration of this Master Agreement, covering the 2011–12 and 2012–13 school years.

902.16 In determining the years of teaching experience for purposes of placement on the “Years Experience” steps of the teacher salary schedule, and notwithstanding any provision in Chapter 900 to the contrary, all teaching experience of one hundred and twenty (120) or more school days during both the 2010–11 and 2011–12 school years shall be treated as one (1) and only one (1) year of teaching experience, such that if a member of the bargaining unit serves for one hundred and twenty (120) or more school days in the 2010–11 school year, the member shall be treated as having earned one-half (1/2) instead of one (1) full increment for his/her salary for the 2011–12 school year (for example, a member placed on the 8th year of experience step in the Bachelor's Degree column and earning a salary of \$53,562 during the 2010–11 school year shall be advanced one-half (1/2) of a full increment and shall be paid an annual salary of \$54,619 for the 2011–12 school year). If that same member serves for one hundred and twenty (120) or more school days during the 2011–12 school year, the member shall be treated as having earned one half (1/2) instead of one (1) full increment for his/her salary for the 2012–13 school year, thus moving to the 9th year of experience step in the Bachelor's Degree column and earning a salary of \$55,675 for the 2012–13 school year.

Article 903

Supplemental Hourly Rate

Except as provided elsewhere in this Agreement for specific supplemental services, effective the first teacher work day of the 2011-2012 school year, the rate of pay for Board authorized supplemental services provided by members of the bargaining unit shall be \$30.62 per hour. Effective the first teacher work day of the 2012-2013 school year, such rate shall be \$30.62 per hour.

Article 904

Full-Time Hourly Professional Employees

904.01 During the term of this Agreement, full-time hourly professional employees (other than “tutors” who are governed by Chapter 1000) shall be paid in accordance with the following: (Full-time is a minimum of six (6) hours per day on a regular basis.)

Effective July 1, 2011:

<u>Years of Experience</u>	<u>Hourly Rate</u>
0, 1 or 2	\$33.42
2.5	34.04
3, 4 or 5	34.66
5.5	35.30
6 or more	35.94

Effective July 1, 2012:

<u>Years of Experience</u>	<u>Hourly Rate</u>
0, 1 or 2	\$33.42
3, 4 or 5	34.66
6 or more	35.94

908.02 The Board shall set aside \$2,174,000 each school year to fund gainsharing and the Performance Advancement System (PAS—Article 910). The amount to be used for gainsharing payments will be \$2,174,000 minus the total amount of payments in the fall of a particular school year under Article 910 (PAS). Should the PAS payments total more than \$1,000,000, the PAS payments shall be reduced across the board so as to preserve at least \$1,174,000 for gainsharing from the total amount of the \$2,174,000 fund. Such amounts will be allocated to particular buildings within the District for their success in meeting goals based on criteria developed by a Joint Gainsharing Committee of CEA and administration representatives. Gainsharing awards per teacher shall not exceed \$1,500 per year. Such committee shall consist of three members selected by the President of the CEA and three members selected by the Superintendent. The development of such criteria shall be accomplished prior to January 15, 2001. The committee shall utilize consensus to arrive at the final findings and guidelines and to convey it to the appropriate administrator for commencement of data collection and implementation. Such criteria will contain measurable objective goals including, but not limited to, graduation rates, student attendance, achievement test scores, standardized test scores, reduction of disturbances to education. Achievement of adequate yearly progress (AYP) shall be a criterion that must be met for a building to qualify. **The Joint Committee may consider modification of this standard in light of federal legislation enacted in the future.** The Joint Committee shall also take into account factors that correlate with high needs, such as but not limited to, the numbers of students in a building on free or reduced lunch, the experience level of teachers and student mobility. The joint committee will also recommend how gainsharing can be extended to teachers on special assignment. Guidelines for allocation as per the committee consensus shall be implemented.

908.03 Specific details regarding the annual 908.02 goals to be attained in a given building, and the distribution/use of gainsharing funds attained through the reaching of such goals, shall be determined by consensus in each building by the administration and the ABC. Such issues with respect to teachers not assigned to a building shall be determined by the Joint Gainsharing Committee under Section 908.02 above. **The Joint Gainsharing Committee shall determine which schools/bargaining unit members will receive gainsharing payments by October 15. Gainsharing funds shall be available for distribution by the second pay in November** based on success in meeting goals in the prior school year. Allocation of gainsharing funds shall be determined by the administrator and ABC by consensus, whose determination of goals and subsequent distribution of funds will thereafter repeat annually as per the preceding stated dates.

Chapter 1000 (Tutors)

Article 1010

Tutors shall be paid in accordance with the following rates:

A. Effective the first teacher work day of the 2011–2012 school year:

<u>Years of Experience</u>	<u>Hourly Rate</u>
0, 1 or 2	\$30.62
2.5	31.15
3, 4 or 5	31.68
5.5	32.68
6, 7 or 8	32.78
8.5	33.33
9 or more	33.87

B. Effective the first teacher work day of the 2012–2013 school year:

<u>Years of Experience</u>	<u>Hourly Rate</u>
0, 1 or 2	\$30.62
3, 4 or 5	31.68
6, 7 or 8	32.78
9 or more	33.87

“Years of Experience” means the number of consecutive years under contract as a tutor in Columbus City Schools.

Article 1015

Other Provisions The following provisions of the current Agreement shall be considered to be a part of this Chapter 1000: 101, 102, 103, 104, 105, 106, 107, 108, 109.03, 110, 111, 112, 202.05, 401.17, 802, 810 (except 810.02(B)), 813, 901.13, **908**, Chapter 1400 (except 1401.03), Chapter 1500.

Chapter 1100 (Latchkey)

Article 1105

Wages

1105.01 Latchkey teachers shall be paid at the following rate per hour for work time that is authorized and approved by the Supervisor of Early Childhood Education or designee:

<u>Effective Date</u>	<u>HourlyRate</u>
First teacher work day 2011–2012 school year	\$30.62
First teacher work day 2012–2013 school year	\$30.62

Article 1111

Other Provisions

The following provisions of the current Agreement shall be considered a part of this Chapter 1100: Articles 101, 102, 103, 104, 105, 106, 107, 108, 109.01, 109.02(A), (B), and (D), 109.03(A–H), (I)(1–9) and (11–17), 109.06, 109.08, 109.11, 109.12, 110, 111, 112, 202.05, 403, 404.01, 404.06, 404.07, 701.01(A), (B), (D), 701.02(A), (B), (C), 701.03, 701.04, 701.05, 701.06(A), (B), (C), (F), 802, 803, 804, 805, 810, 812, 815, 816, 901.13, **908**, 1401 (except 1401.03 and 1401.06), and Chapter 1500.

Chapter 1200

Article 1201

Instructional Support Substitutes

D. Other provisions of the current Agreement shall be considered to be part of this Chapter: 101, 102, 103, 104, 105, 106, 107, 108, 109.03, 110, 111, 112, 202.05, 401.17, 802, 813, 901.13, 901.14, **908**, Chapter 1400 (except 1401.03), Chapter 1500.

Chapter 1300

Part-time Employees

1300.03 The following provisions, and only the following provisions of this Agreement, apply to part-time teachers: Articles 102, 103, 104, 105, 106, 110, 111, 112, **908**, Section 109.02 and Section 109.03(A–H). This Chapter 1300 eliminates and supersedes any and all past practices of the parties or either of them existing prior to or as of the 2009–10 school year with respect to part-time teachers.

Chapter 1400

Article 1401

Columbus City Schools 2011–2012 School Calendar

School Month	M	T	W	T	F	Holidays in School Year	Prof. Mtgs. & Records Day	Teacher-Parent Conference	Days of No School	No. Days Schools Open
Aug 22– Sept. 16	22	23	24	25	26		2			
First	12	13	14	15	16					17
Sept. 19– Oct. 14	19	20	21	22	23					
Second	10	11	12	13	14					20
Oct. 17– Nov. 11	17	18	19	20	21		1			
Third	7	8	9	10	11					19
Nov. 14– Dec. 9	14	15	16	17	18					
Fourth	5	6	7	8	9					18
Dec. 12– Jan. 13	12	13	14	15	16				(*Winter recess--Dec. 21--Jan. 3 inclusive)	
Fifth	16	17	18	19	20					4
Jan. 23– Feb. 17	23	24	25	26	27					
Sixth	13	14	15	16	17					20
Feb. 20– Mar. 16	20	21	22	23	24					
Seventh	12	13	14	15	16					20
Mar. 19– Apr. 13	19	20	21	22	23					
Eighth	9	10	11	12	13					14
Apr. 16– May 11	16	17	18	19	20					
Ninth	7	8	9	10	11					20
May 14– June 1	14	15	16	17	18					
Tenth	28	29	30	31						13
Total (First Semester)						2	3	1	1	89
Total (Second Semester)						1				4
TOTAL (Both Semesters)						4	4	2	7	180
<i>(Teacher Contract Year)</i>										195

- Symbols:
- Holiday
 - Professional Meeting/Records Day (pupils not in attendance)
 - Days of No School
 - Parent Conference Day

By majority vote of full-time teachers assigned to a building, with the concurrence of the building principal, the date(s) and schedule for Parent-Teacher Conferences may deviate from this schedule (with an equal total amount of time). If so, all teachers in that building must comply with selected schedule and date(s). Once the schedule has been determined, that practice shall continue until changed by majority vote with concurrence of the principal.

*Schools will close 1/2 hour early. Members of the bargaining unit assigned to school buildings shall be permitted to leave immediately following pupil dismissal. All other members of the bargaining unit shall be dismissed one hour early. Early dismissal shall not be a reason for reduction in compensation.

NOTE: August 22 and August 23 shall be used for staff meetings and preparation for the initiation of the new school year and the new semester. **The annual school open houses will be held during the month of September.** October 21 is set aside as a day when each school principal and staff may plan for a staff development activity. Staff members would have an opportunity to plan, confer, consult or interact as a means of establishing an improved school atmosphere. Individual staff members are free, however, to attend the Capital Day rather than their own school staff function if they so choose. In schools where no staff development program is planned, the individual staff member must choose to participate in a staff development activity at the local building or some other designated place, approved by the principal, or to attend the Capital Day.

Article 1402

2011-2012 School Calendar

First Semester

Begins	Aug. 22, 2011
Professional Meeting	Aug. 22, 2011
Professional Meeting	Aug. 23, 2011
Students Report	Aug. 24, 2011
Kindergarten Orientation	Aug. 24–26, 2011
Labor Day	Sept. 5, 2010
Capital Day	Oct. 21, 2011
Parent Conference Day	Nov. 23, 2011
Thanksgiving Holiday	Nov. 24, 2011
Thanksgiving Recess	Nov. 25, 2011
Schools Close ½ hour early	Dec. 20, 2011
Winter Recess	Wed., Dec. 21, 2011–Wed., Jan. 3, 2012
School Resumes	Jan. 4, 2012
First Semester Ends	Jan. 13, 2012

Second Semester

Martin Luther King Day	Jan. 16, 2012
Begins	Jan. 16, 2012
Parent Conference Day	Feb. 20, 2012
Schools close ½ hour early	Apr. 5, 2012
Spring Recess	Fri., Apr. 6–Fri., Apr. 13, 2012
School Resumes	Apr. 16, 2012
Memorial Day	May 28, 2012
Last Day Student Attendance	May 31, 2012
Records Day	June 1, 2012
Second Semester Ends	June 1, 2012

Pay for Days Schools Are Not In Session

Aug. 22, 2011	Professional Meeting
Aug. 23, 2011	Professional Meeting
Sept. 5, 2011	Labor Day
Oct. 21, 2011	Capital Day
Nov. 24, 2011	Thanksgiving Holiday
Nov. 25, 2011	Thanksgiving Recess
Jan. 16, 2012	Martin Luther King Day
Apr. 6, 2012	Spring Recess
Apr. 9, 2012	Spring Recess
Apr. 10, 2012	Spring Recess
Apr. 11, 2012	Spring Recess
Apr. 12, 2012	Spring Recess
Apr. 13, 2012	Spring Recess
May 28, 2012	Memorial Day
June 1, 2012	Records Day

Article 1403

**2011-2012 Bi-weekly Payroll and Deduction Schedule for Certificated A and B Plan Employees
(To be determined)**

Article 1404 Columbus City Schools

**2012-2013 School Calendar
(To be determined)**

Article 1405

**2012-2013 School Calendar
(To be determined)**

Article 1406

**2012-2013 Bi-weekly Payroll and Deduction Schedule for Certificated A and B Plan Employees
(To be determined)**

Members will be surveyed in May to determine the school calendar to be negotiated for the 2012-2013 school year.

Chapter 1500 UNCHANGED

Chapter 1600

Article 1603

Duration of Agreement

This Agreement supersedes the Agreement which expires on **August 20, 2011**, and any amendments to such Agreement. This Agreement shall become effective at 12:01 a.m. on **August 21, 2011**, and shall continue in full force and effect until midnight of the day before the first regular teacher contract day of the 2013–14 school year.

Letter of Agreement

March 30, 2011

**Mr. Richard L. Logan
Columbus Education Association
929 East Broad Street
Columbus, OH 43205**

Dear Rick:

I am writing this letter to confirm our discussion about the scheduling of the elementary lunch period.

There is mutual agreement between the parties with respect to Section 204.06(B) of the Master Agreement with CEA ("no teacher shall be deprived of at least a 30-minute uninterrupted duty-free lunch period"), that language is in the context of a practice of a 60-minute student lunch period.

Very truly yours,

**Greg Scott, Chief Negotiator
Columbus City School District Board of Education**

This information contained in this document is subject to final review by both parties, the Columbus Education Association and the Columbus City School District Board of Education

