

# **CCS Board of Education's Final Offer to the Columbus Education Association Proposed Two Year Contract - September 12, 2017**

## **Chapter 100**

### **109.03 (I) Insurance Termination**

The benefits provided in Article 806, 807, and 809 shall be effective for newly employed members of the bargaining unit on the first day of the month after the first thirty (30) calendar days of employment. Such benefits shall terminate on the last day of the month for which the employee has paid for such coverage **IN CASE OF RETIREMENT. RESIGNATIONS TO BE EFFECTIVE FOR THE NEXT SCHOOL YEAR OR DURING THE SCHOOL YEAR WILL RESULT IN INSURANCE BENEFITS BEING TERMINATED ON THE DAY THE "FINAL PAY" IS MADE. IN CALCULATING THE "FINAL PAY" THE TREASURER WILL ADD BACK IN ANY PREPAID INSURANCE PREMIUMS TO THE DAY OF THE PAY. THE "FINAL PAY" SHALL BE MADE BY THE THIRTIETH (30<sup>TH</sup>) CALENDAR DAY AFTER THE TEACHER'S LAST WORK DAY OR THE DATE THE SUPERINTENDENT RECEIVED THE TEACHER'S WRITTEN NOTICE OF RESIGNATION, WHICHEVER IS LATER.** Coverage for members of the bargaining unit electing coverage under Article 805 shall be in accordance with the biweekly payroll and deduction schedule.

## **Chapter 200**

### **205.06 Building Staff Meetings**

Notwithstanding Sections 205.01 and 205.04 above, citywide programs teachers who are assigned to school buildings may be required to attend ~~one (1)~~ **TWO (2)** citywide program after-school staff/in-service meeting on a pupil attendance day during the school year. Announcement of this meeting shall clearly state that attendance is mandatory. This meeting shall not exceed one and one half (1 ½) hours in length.

### **NEW SECTION 206.15: Designated Space**

**THE PARTIES AGREE TO CREATE A JOINT COMMITTEE UNDER ARTICLE 506 TO DETERMINE BY MAY 1, 2018, WHERE AND HOW IT WOULD BE POSSIBLE TO PROVIDE EACH STAFF MEMBER A SECURE LOCATION, CABINET, LOCKER, OR DRAWER IN WHICH TO LOCK PERSONAL ITEMS AND/OR CONFIDENTIAL FILES. THE JOINT COMMITTEE SHALL TAKE INTO CONSIDERATION THE STAFF MEMBERS' NEED TO PROTECT THEIR PERSONAL POSSESSIONS AND PERSONALLY IDENTIFIABLE STUDENT INFORMATION, EXISTING SECURE SPACES, THE VARYING SPACE CONFIGURATIONS OF BUILDINGS, AND COSTS OF POSSIBLE SOLUTIONS. "STAFF MEMBER" FOR PURPOSES OF THIS SECTION 206.15 SHALL BE DETERMINED BY THE JOINT COMMITTEE.**

### **Replace Current Language 208.11: Alternative Discipline Program**

**AN ADVISORY COMMITTEE TO THE SUPERINTENDENT SHALL BE FORMED CONSISTING OF FOUR (4) ADMINISTRATORS APPOINTED BY THE SUPERINTENDENT, FOUR (4) ASSOCIATION REPRESENTATIVES APPOINTED BY THE ASSOCIATION PRESIDENT, AND UP TO FOUR (4) OTHER PERSONS REPRESENTING DIFFERENT STAKEHOLDERS IN PUPIL WELL-BEING AND SUCCESS MUTUALLY AGREED UPON BY THE SUPERINTENDENT AND THE ASSOCIATION PRESIDENT. THE COMMITTEE SHALL MAKE WRITTEN RECOMMENDATIONS TO THE SUPERINTENDENT ON STRATEGIES FOR SUCCESS FOR ALL STUDENTS IN A SAFE AND EDUCATIONALLY SOUND ENVIRONMENT. THE RECOMMENDATIONS SHALL BE ISSUED BY MAY 1, 2018, WITH A COPY TO ANY POLICY GROUP FORMED PURSUANT TO OHIO REVISED CODE SECTION 3321.191 (ADOPTION OF POLICY REGARDING STUDENT ABSENCES; INTERVENTION STRATEGIES). THE SUPERINTENDENT AND BOARD SHALL IMPLEMENT BY 2018-19 THE RECOMMENDATIONS THEY BELIEVE ARE FEASIBLE AND APPROPRIATE TO IMPLEMENT AT THAT TIME.**

**REVISED 208.12:** Principals shall return all 190 Corrective Measure forms to the originating staff member with the corrective action noted, within three (3) work days of receiving it unless there are extenuating circumstances, in which case it shall be returned reasonably promptly. **THE PRINCIPAL'S DISPOSITION SHALL BE ENTERED INTO THE STUDENT INFORMATION SYSTEM.**

**REVISED 209.04:** When any member of the bargaining unit is absent for a **HALF OF A full** school day **OR MORE** and no substitute is available, the assignment shall, in elementary schools, be divided, and in middle and high schools, rotated among the teaching staff at the school involved. In the event no substitute is available:

A. Elementary teachers who are assigned students from the absent teacher's class shall be compensated at the rate of six times three-quarters of the supplemental hourly rate [6 x (3/4) x supplemental hourly rate] per day divided equally among the teachers receiving the students.

B. Middle school and high school teachers who are assigned during their conference periods to cover the assignment of the absent teacher shall be paid at the rate of three-quarters (3/4) of the supplemental hourly rate for each forty-five (45) minute period.

In the event a self-contained middle school assignment is divided among teachers of other self-contained classes, compensation shall be in accordance with Section 209.04(A) above.

In cases of a sudden illness or an emergency which requires a teacher to leave after the work day has started and said teacher is charged sick leave **OR PERSONAL LEAVE** as defined in ~~Article 701~~ **CHAPTER 700** of this Agreement, teachers receiving the students shall be compensated as in (A) or (B) above, except that the six (6) in the formula in (A) above will be reduced to the number of hours such students were divided during the day.

### **NEW SECTION 210.06C: Elementary Report Cards**

**THE REPORT CARD COMMITTEE SHALL CONTINUE ITS WORK AND REPORT ANY RECOMMENDATIONS TO THE ELEMENTARY EXECUTIVE DIRECTORS AND SUPERINTENDENT.**

## Chapter 300

### NEW SECTION 301.06: *Split Classes*

- A. All PARTIES AGREE THAT SPLIT CLASSES ARE NOT BENEFICIAL TO STUDENTS, ESPECIALLY IN GRADES KINDERGARTEN THROUGH THREE.
- B. THE SUPERINTENDENT AND THE ADMINISTRATION WILL USE ALL REASONABLE EFFORTS TO AVOID K-3 SPLIT CLASSES WHERE FEASIBLE (E.G., SPACE LIMITATIONS, FINANCES, SIZE OF RESULTING CLASSES).
- C. "SPLIT CLASSES" MEANS THAT TWO OR MORE DISTINCT CLASSES WITH DIFFERENT GRADES ARE COMBINED INTO ONE CLASSROOM, BUT DOES NOT MEAN PROGRAMS WITH MULTIPLE AGES, MASTERY PROGRAMS, GIFTED PROGRAMS, OR THOSE BASED ON SIMILAR EDUCATIONAL REASONS.

**REVISED 302.03:** Full-time teachers in regular elementary schools teaching **PRE-K** through **FIFTH GRADE OR PRE-K THROUGH ~~FIFTH~~ SIXTH** grade shall be assured a daily ten (10) to fifteen (15) minute break. Such break shall be free of pupil supervision and other assigned duty responsibilities and shall occur approximately mid-morning or midafternoon, as determined by the building principal. Regular or chronic violation of this provision shall be subject to the grievance procedure, provided the building principal and Central Administration have been advised of the claimed violations and given a reasonable period of time in which to correct the problem.

**REVISED 307.01:** Regular classroom teachers will not normally be required to be physically present when classes are being instructed by an elementary art, ~~visual~~ music, **DANCE, THEATER OR PHYSICAL EDUCATION TEACHER, EXCEPT FOR PRE-KINDERGARTEN CLASSES WHEN THE UNIFIED ARTS TEACHER IS NOT PRE-KINDERGARTEN CERTIFIED.**

**REVISED 307.02:** Elementary art, music, **DANCE, THEATER** and physical education teachers will enter grades for pupils in their respective classes at the end of each grading period.

**REVISED 307.03:** The Board will provide a sufficient number of elementary art, ~~visual~~ music, **DANCE, THEATER** and physical education teachers to staff the following schedule in regular elementary schools, **BEGINNING IN THE 2018-19 SCHOOL YEAR, LIMITED TO BUILDINGS ORGANIZED AS KINDERGARTEN THROUGH FIFTH OR KINDERGARTEN THROUGH SIXTH.**

- A. Art once a week for **FORTY-FIVE (45) MINUTES FOR THE FULL YEAR IN GRADES KINDERGARTEN THROUGH FIFTH OR KINDERGARTEN THROUGH SIXTH (6).**
- B. Music once a week for **FORTY-FIVE (45) MINUTES FOR THE FULL YEAR IN GRADES KINDERGARTEN THROUGH FIFTH OR KINDERGARTEN THROUGH SIXTH (6).**
- C. Physical Education once a week for **FORTY-FIVE (45) MINUTES FOR THE FULL YEAR IN GRADES KINDERGARTEN THROUGH FIFTH OR KINDERGARTEN THROUGH SIXTH (6).**

## Chapter 400- UNCHANGED

## Chapter 500- UNCHANGED

## Chapter 600- UNCHANGED

## Chapter 700

**REVISED 701.02D Assault Leave:** In addition, a teacher may use up to forty (40) days of assault leave due to injury resulting from a physical assault on a teacher which occurs on Board premises or which occurs off Board premises in connection with the performance of assigned duties, subject to the following stipulations:

1. The teacher's conduct was within the bounds of general standards of professional behavior.
2. The building administrator or other appropriate administrator was notified as soon as possible of the occurrence.
3. The teacher submits to the Human Resources Department the certificate required in case of sick leave absence, accompanied by the physician's statement required in Paragraph (4) below.
4. The teacher provides a physician's statement describing the nature and duration of the resulting disability and the necessity of absence from regular employment, with the findings of the physician subject to review by the Board physician.
5. In the event of foregoing conditions are satisfied, none of the first forty (40) days of absence resulting from the teacher's accumulated sick leave or personal leave.
6. Worker's Compensation cannot be received simultaneously with **ASSAULT OR** sick leave benefits.
7. Any assault leave request that is in dispute will be determined by a joint committee of three administrators and three Association representatives. The three administrators shall not include the administrator who made the initial decision to deny the request, and the three Association representatives shall not include the requesting teacher. The initial decision may be reversed by a two-thirds vote of the full committee. The joint committee's decision shall be final and binding.
8. **IN PARTICULARLY SEVERE OR UNUSUAL CASES, A REASONABLE EXTENSION OF ASSAULT LEAVE BENEFITS MAY BE AGREED TO BETWEEN THE PARTIES ON A NON-PRECEDENT SETTING BASIS.**
9. **THE JOINT COMMITTEE SET FORTH IN PARAGRAPH 7 MAY GRANT USE OF ASSAULT LEAVE FOR MENTAL OR EMOTIONAL INJURY CERTIFIED BY THE TEACHER'S PHYSICIAN AND ARISING IN CONNECTION WITH A PHYSICAL ASSAULT; HOWEVER, THE JOINT COMMITTEE MAY REQUIRE REVIEW OR EXAMINATION BY A PHYSICIAN OR OTHER HEALTH CARE PROFESSIONAL DESIGNATED BY THE BOARD AT THE BOARD'S EXPENSE.**

### **REVISED 701.03 Use of Sick Leave Notification**

A. When any member of the bargaining unit is to be absent for a full school day, or a longer period, such absence shall be reported to the principal ~~or~~ **AND** to the Substitute Employee Management System, if designated by the principal, at least one hour and thirty minutes prior to the teacher's normal required reporting time or as soon as possible thereafter by any teacher who wishes to use sick leave in accordance with the above procedures. The teacher shall not be required to state, during this

notification, the cause or type of illness involved. If possible, however, the teacher will estimate the duration of his/her absence.

**(NEW) B. IN THE EVENT THE ESTIMATED DURATION OF THE ABSENCE IS EXPECTED TO BE CONTINUOUS FOR A PERIOD IN EXCESS OF ONE WEEK (5 SCHOOL DAYS), OR WHEN AN ABSENCE HAS BEEN CONTINUOUS FOR SUCH A PERIOD, THE TEACHER SHALL ADVISE THE ADMINISTRATION IN WRITING OF THE ESTIMATED DURATION OF THE NEED FOR SICK LEAVE.**

~~B.~~ C. In the event the estimated duration of his/her absence is expected to be continuous for a period in excess of two weeks (10 school days), or when an absence has been continuous for such a period, the teacher shall advise Administration of the such a period. The teacher shall advise the Administration of the estimated duration of disability by submitting the designated form to Human Resources by the tenth (10<sup>th</sup>) day of absence and include a physician’s statement. The teacher will provide the Office of Human Resources with written notice at least three (3) school days before intending to return to work.

**Chapter 800**

**ARTICLE 811 VOLUNTARY EMPLOYEE SEPARATION ASSISTANCE PLAN (VESA)**

**Replace Current Language**

**811: THE PARTIES MAY JOINTLY EXAMINE THE POSSIBILITY OF AN EARLY SEPARATION INCENTIVE.**

**Chapter 900**

**902.01** Effective August 21, 2017, teachers and school nurses possessing a valid school nurse certificate shall be paid in accordance with the following: (This reflects a 1.5 percent increase) \*

Steps/ 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	32,930	41,316	42,514	45,820	46,687	49,675
1	32,930	41,316	42,514	46,729	47,637	50,686
2	34,251	42,969	44,208	47,637	48,588	51,698
3	35,614	44,704	45,985	49,538	50,530	53,764
4	37,061	46,481	47,803	51,521	52,513	55,874
5	38,507	48,339	49,745	53,587	54,619	58,115
6	40,076	50,281	51,728	55,736	56,810	60,445
7	40,076	52,264	53,794	57,966	59,082	62,863
8	40,076	54,373	55,942	60,280	61,479	65,413
9	40,076	56,562	58,173	62,677	63,916	68,006
10	40,076	58,793	60,487	65,196	66,477	70,732
11	40,076	61,148	62,924	67,800	69,122	73,546
12	40,076	63,627	65,445	70,526	71,890	76,491
13	40,076	66,147	68,048	73,336	74,782	79,568
14	40,076	68,792	70,774	76,270	77,756	82,733
15	40,076	71,560	73,625	79,433	81,003	86,181
16	40,076	71,735	73,801	79,713	81,283	86,461
17	40,076	71,911	73,976	79,889	81,459	86,636
18	40,076	71,911	73,976	79,889	81,459	86,636
19	40,076	72,705	74,771	80,683	82,255	87,432
20	40,076	73,500	75,566	81,478	83,048	88,226
21	40,076	73,500	75,566	81,478	83,048	88,226
22	40,076	73,500	75,566	81,478	83,048	88,226
23	40,076	74,719	76,785	82,697	84,268	89,446
24	40,076	75,939	78,005	83,917	85,487	90,665
25	40,076	75,939	78,005	83,917	85,487	90,665
26	40,076	75,939	78,005	83,917	85,487	90,665
27	40,076	77,625	79,691	85,604	87,174	92,352
28	40,076	79,311	81,377	87,289	88,859	94,037
29	40,076	79,311	81,377	87,289	88,859	94,037
30	40,076	81,075	83,141	89,054	90,624	95,802
31	40,076	82,839	84,905	90,817	92,387	97,565

**(Due to rounding, these amounts may differ slightly from actual contract amounts.)**

**\* Retroactive, to begin 2017-2018. Raise for 2017-2018 will not show up in paychecks until October 2017 payroll.**

**902.02** Effective the first day of the 2018-2019 school year, teachers and school nurses possessing a valid school nurse certificate shall be paid in accordance with the following: (This reflects a 1.0 percent increase)

Steps/ 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	33,259	41,729	42,939	46,278	47,154	50,172
1	33,259	41,729	42,939	47,196	48,113	51,193
2	34,594	43,399	44,650	48,113	49,074	52,215
3	35,970	45,151	46,444	50,033	51,035	54,301
4	37,431	46,946	48,281	52,037	53,038	56,432
5	38,892	48,823	50,243	54,123	55,165	58,696
6	40,477	50,784	52,246	56,293	57,378	61,050
7	40,477	52,787	54,332	58,545	59,673	63,492
8	40,477	54,916	56,501	60,883	62,093	66,067
9	40,477	57,128	58,754	63,304	64,555	68,686
10	40,477	59,381	61,092	65,848	67,142	71,440
11	40,477	61,759	63,553	68,478	69,813	74,281
12	40,477	64,264	66,100	71,232	72,609	77,256
13	40,477	66,808	68,728	74,069	75,530	80,364
14	40,477	69,480	71,482	77,033	78,534	83,560
15	40,477	72,275	74,361	80,227	81,813	87,042
16	40,477	72,452	74,539	80,510	82,096	87,325
17	40,477	72,630	74,716	80,688	82,273	87,503
18	40,477	72,630	74,716	80,688	82,273	87,503
19	40,477	73,433	75,519	81,490	83,077	88,306
20	40,477	74,235	76,321	82,293	83,879	89,108
21	40,477	74,235	76,321	82,293	83,879	89,108
22	40,477	74,235	76,321	82,293	83,879	89,108
23	40,477	75,466	77,553	83,524	85,111	90,340
24	40,477	76,699	78,785	84,756	86,342	91,572
25	40,477	76,699	78,785	84,756	86,342	91,572
26	40,477	76,699	78,785	84,756	86,342	91,572
27	40,477	78,401	80,488	86,460	88,046	93,275
28	40,477	80,104	82,190	88,162	89,748	94,977
29	40,477	80,104	82,190	88,162	89,748	94,977
30	40,477	81,886	83,972	89,945	91,531	96,760
31	40,477	83,668	85,754	91,725	93,311	98,540

(Due to rounding, these amounts may differ slightly from actual contract amounts.)

**Article 903 Supplemental Hourly Rate**

Except as provided elsewhere in this Agreement for specific supplemental services, effective the first teacher work day of the **2017-18** school year, the rate of pay for Board authorized supplemental services provided by members of the bargaining unit shall be **\$32.33** per hour. Effective the first teacher work day of the **2018-2019** school year, such rate shall be **\$32.65** 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, 2018:**

Years of Experience	Hourly Rate
0,1, or 2	35.29
3	35.94
4 or 5	36.60
6	37.27
7 or more	37.95

**Effective July 1, 2019:**

Years of Experience	Hourly Rate
0,1, or 2	35.64
3	36.30
4 or 5	36.97
6	37.64
7 or more	38.33

**905.04 (J) Department Chairs**

There shall be six (6) department chairperson positions designated at each regular high school and the Alternative High School except that the position of department chairperson shall not be required where there are less than five (5) full-time equivalent teachers in a given department. **DEPARTMENT CHAIRPERSONS MUST ATTEND MONTHLY, OFF-SITE, DEPARTMENT MEETINGS.**

**906 School Psychologists**

The work year for school psychologists shall be the regular school year, and the regular contract salary shall be the amount indicated by the individual psychologist’s placement on the teacher salary schedule. In addition, each school psychologist shall be offered a supplemental contract for four (4) weeks of extended services—two (2) weeks immediately prior to and two (2) weeks immediately following the regular school year. The pay for such four (4) weeks shall be an amount equal to fifteen (15) percent of the 14-years experience step of the master’s degree salary, prorated on a daily basis at the time such extended service is provided. The pay for service provided immediately prior to the school year shall be with the first plan A pay date during the school year, and the pay date for service provided immediately following the school year shall be with the first

summer school pay date **UPON APPROVAL BY THE PRINCIPAL/SUPERVISOR THAT THE PSYCHOLOGIST HAS DONE THAT NUMBER OF FULL DAY(S) OF EXTENDED SERVICE WORK.** An extended work year, in addition to such four (4) weeks, is not prohibited on a voluntary basis.

**Chapter 1000**

**Article 1010 Hourly Rate**

Tutors shall be paid in accordance with the following rates:

A. Effective the first teacher work day of the 2017-2018 school year

Years of Experience	Hourly Rate
0,1, or 2	32.33
3, 4, or 5	33.44
6, 7, or 8	34.61
9 or more	35.76

B. Effective the first teacher work day of the 2018-2019 school year

Years of Experience	Hourly Rate
0,1, or 2	32.65
3, 4, or 5	33.78
6, 7, or 8	34.96
9 or more	36.12

**Chapter 1100**

**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:

First Teacher Workday	Effective Date Hourly Rate
August 21, 2017	32.33

First Teacher Workday	Effective Date Hourly Rate
August, 2018	32.65

**Chapter 1200- Unchanged**

**Chapter 1300- Unchanged**

**Chapter 1400**

**Article 1404**

2018-2019 school calendar to be determined\*

**Article 1405**

2018-2019 school calendar to be determined\*

**Article 1406**

Payroll deduction schedule to be determined\*

\* Members will be surveyed prior to the October 1, 2017 Board of Education meeting

**Chapter 1500**

**REVISED 1501.03 School Calendar:**

- D. Any such school calendar will also include:
  1. Labor Day as a paid holiday.
  2. Thanksgiving and the Friday immediately following as paid holidays
  3. Martin Luther king’s observed birthday as a paid holiday.
  4. A spring intermission of six (6) paid school days of which five (5) shall be consecutive days.
  5. The observed Memorial Day as a paid holiday
  6. 195 contract days
  7. Beginning with the ~~2015-2016~~ **2018-2019** school year, the school calendar shall include ~~three (3)~~ **FOUR (4)** records days as paid work days. Each records day shall be student non-attendance days and occur the Wednesdays after the end of the first and after the end of the second grading periods. **RECORDS DAYS FOR THE THIRD GRADING PERIOD WILL DEPEND UPON STATE TESTING DATES.** Records day for ~~grading period 4~~ **THE FOURTH GRADING PERIOD** shall occur on the last teacher work day of the school year.

**Chapter 1600**

**Article 1603 Duration of Agreement**

This Agreement supersedes the Agreement which expired on August 20, 2017, and any amendments to such Agreement. This Agreement shall become effective at 12:01 on August 21, 2017, and shall continue in full force and effect until midnight of the day before the first teacher contract day of the 2019-2020 school year.

**Language Clean Up Throughout the Contract**

REVISE-

Alum Crest and/or Clearbook to COLUMBUS SCIOTO

REVISE-

Guidance Counselors to SCHOOL COUNSELORS