



TABLE OF CONTENTS

04/29/09
06-MED-10-1273
0942-01
K# 25314

CONTRACT	1
1. TERM OF CONTRACT	1
2. CONTRACT IMPLEMENTATION	1
§110 RECOGNITION	1
1. SOLE AND EXCLUSIVE BARGAINING AGENT	1
2. RULES GOVERNING RECOGNITION ELECTION	1
3. NO RECOGNITION OF RIVAL ORGANIZATIONS	1
4. INFORMATION AVAILABLE ABOUT CONDITIONS OF EMPLOYMENT	1
5. RECEIPT OF INFORMATION GIVEN TO THE PUBLIC	2
6. AVAILABILITY OF PUBLIC INFORMATION	2
§120 FAIR PRACTICES	2
1. BY BOARD	2
2. BY FEDERATION	2
§130 FEDERATION RIGHTS	2
1. EXCLUSIVE ORGANIZATIONAL	2
2. NON-EXCLUSIVE ORGANIZATIONAL RIGHTS	5
§140 PERSONNEL FILES	6
1. ACCESS TO PERSONNEL FILES	6
2. EXAMINING ONE'S OWN PERSONNEL FILE	7
3. NOTICE OF MATERIAL PLACED IN A FILE	7
4. MAINTENANCE OF OTHER PERSONNEL FILES	7
5. NOTICE OF MATERIAL IN OTHER FILES	7
6. USE OF MATERIAL IN PERSONNEL FILES	7
7. NOTICE OF CITIZEN EXAMINATION OF A PERSONNEL FILE	7
§145 PROFESSIONAL LEARNING COMMUNITIES	7
1. SELECTION OF SCHOOLS AS TEAM-BASED SCHOOLS	7
2. DEFINITION OF TEAMS	8
3. FORMING TEAMS	8
4. ROLE OF TEAMS	9
5. TEACHERS NOT ASSIGNED TO TEAMS	9
6. TRAINING	9
7. BUDGET ALLOCATIONS FOR SCHOOLS AND TEAMS	9
8. TAP (TEACHER ADVANCEMENT PROGRAM)	10
9. INCENTIVE ROUTE	10
§150 SCHOOL LEADERSHIP	10
1. INSTRUCTIONAL LEADERSHIP TEAMS (ILT)	10

<u>§160</u>	<u>GENERAL</u>	12
1.	LONG RANGE PLANNING	12
2.	ACADEMIC FREEDOM	12
3.	PERSONAL LIFE	12
4.	RESIDENCY	12
5.	TEMPORARY CONTRACT ALTERATION	13
<u>§170</u>	<u>PROFESSIONAL DEVELOPMENT</u>	13
1.	CAREER IN TEACHING PROGRAM	13
2.	CINCINNATI TEACHERS PROFESSIONAL DEVELOPMENT FUND	14
3.	EDUCATIONAL INITIATIVES PANEL	15
4.	CURRICULUM COUNCILS	15
<u>§180</u>	<u>SCHOOL BUDGETS</u>	16
1.	COMMITMENT OF PARTIES TO A BALANCED BUDGET	16
2.	BUDGET COMMISSION	16
3.	DISTRICT FUNDING OF SCHOOLS	16
4.	MONEY FOR INSTRUCTIONAL SUPPLIES	16
5.	ADEQUACY OF SUPPLIES	17
<u>§200</u>	<u>TEACHER CERTIFICATES AND CONTRACTS</u>	17
1.	NEW TEACHERS	17
2.	TEACHING OUTSIDE AREA OF CERTIFICATION	17
3.	RENEWAL OF CERTIFICATE/LICENSE	17
4.	RE-EMPLOYMENT OF LIMITED CONTRACT TEACHERS	17
5.	CONTRACT RENEWAL	17
6.	CONTINUING CONTRACTS	17
7.	YEAR OF SERVICE	18
8.	CONTINUING CONTRACTS FOR NON-CLASSROOM TEACHERS	18
9.	NOTICE OF SEPARATION	18
<u>§210</u>	<u>TEACHER EVALUATION</u>	18
1.	EVALUATION	18
2.	PEER ASSISTANCE AND EVALUATION PROGRAM	22
<u>§215</u>	<u>DISCIPLINE AND DISMISSAL</u>	23
1.	RIGHT TO A CONFERENCE	23
2.	NOTICE AND SITE OF THE CONFERENCE	23
3.	CONFERENCE TIMING	23
4.	RIGHTS UNDER STATE LAW	23
5.	SUSPENSION WITHOUT PAY	23
<u>§220</u>	<u>TEACHING ASSIGNMENTS</u>	24
1.	CHANGE IN ASSIGNMENTS DEFINED	24

2.	CERTIFICATION/LICENSURE	24
3.	VACANCIES IN BUILDINGS	24
4.	ASSIGNMENT TO TEAMS	24
5.	NON-TEAM ASSIGNMENTS	24
6.	ASSIGNMENT CHANGES	25
7.	TEACHER DAY	25
8.	PROFESSIONAL RESPONSIBILITIES	28
9.	SCHOOL CALENDAR	29
10.	CHECKOUT DAY	29
11.	MONTHLY CALENDAR	29
12.	EVALUATIONS OF INSTRUCTOR ASSISTANTS	30
13.	PREPARATION FOR INSTRUCTION	30
14.	PROFESSIONAL DEVELOPMENT	30

§230 TEACHER ABSENCE **30**

1.	AVAILABILITY OF SICK LEAVE ALLOWANCE	30
2.	SICK LEAVE ADVANCE	31
3.	TERMINATION OF EMPLOYMENT AND SICK LEAVE	31
4.	LIMITATIONS AND REQUIREMENTS FOR SICK LEAVE ALLOWANCE	32
5.	FREQUENT ABSENCE	32
6.	MEDICAL EXPLANATION	32
7.	ABUSE OF SICK LEAVE	32
8.	RETURN TO WORK	33
9.	EXTENDED ABSENCE DUE TO PERSONAL ILLNESS	33
10.	DEATH IN FAMILY	33
11.	PERSONAL LEAVE	33
12.	MILITARY LEAVE NOT TO EXCEED THIRTY-ONE (31) DAYS	33
13.	EXTENDED MILITARY SERVICE	34
14.	NON-COMPENSATED LEAVES OF ABSENCE	34
15.	CIVIL DISTURBANCE	35
16.	APPEARANCE IN COURT	35
17.	FEDERATION CONVENTIONS	36
18.	ASSAULT LEAVE	36

§240 TEACHING CONDITIONS **36**

1.	CONTRIBUTIONS/DONATIONS	36
2.	FACULTY FACILITIES	37
3.	FACULTY SPACE	37
4.	INTERCOMS/PA SYSTEMS	37
5.	TELEPHONE CALLS	37
6.	LIBRARY FUNDS	37
7.	HEALTH AND SAFETY	37

§250 TEACHER TRANSFER PROCEDURES **38**

1.	VOLUNTARY TRANSFERS	38
2.	ADMINISTRATIVE TRANSFERS	41
3.	SURPLUSSING	42
4.	JOB SHARING	43
5.	SELECTION OF EDUCATIONAL SERVICE PERSONNEL	43
6.	STABILIZING FACULTIES AT SCHOOLS WITH HIGH TURNOVER RATES	44
7.	UNASSIGNED TEACHERS NOTICE OF VACANCIES	44

§260 SENIORITY	44
1. DEFINITION	44
§270 REDUCTION-IN-FORCE PROCEDURES	45
1. INTRODUCTION	45
2. CRITERIA	45
3. APPLYING CRITERIA	46
4. REDUCTION IN NON-TEACHING POSITIONS	46
5. RE-EMPLOYMENT	46
6. EFFECT OF STATE LAW	46
7. RE-TRAINING	46
8. PRIORITY AS LONG-TERM SUBSTITUTES	47
§300 GRIEVANCE PROCEDURE	47
1. DEFINITIONS	47
2. GENERAL PROVISIONS	47
3. PROCEDURE	49
4. MEDIATION FOR LAWSUITS	51
5. COMMON GRIEVANCE/ARBITRATION RECORD	51
§400 PUPILS	51
1. STUDENT DISCIPLINE	51
2. TEACHER ASSAULT BY STUDENT	52
3. PUPIL ADJUSTMENT	53
§500 STAFFING	55
1. TEACHER/PUPIL RATIO	55
2. CLASS SIZE REDUCTION	55
3. CLASS SIZE LIMITS	55
4. ENFORCEMENT PROCEDURES	56
§605 EDUCATIONAL SUPPORT PERSONNEL (ESP)	56
1. GENERAL COORDINATION OF SUPPORT STAFF	56
2. SPEECH PATHOLOGISTS	57
3. SCHOOL PSYCHOLOGISTS	57
4. SCHOOL SOCIAL WORKERS	57
5. OTHER STAFF	57
§610 SPECIAL TEACHERS	57
1. SPECIAL EDUCATION	57
2. CAREER TECHNICAL EDUCATION	60
3. PRE-SCHOOL TEACHERS	60
4. WORK-STUDY COORDINATORS	61
5. SUMMER SCHOOL TEACHERS	61

<u>§620</u>	<u>SUBSTITUTES</u>	61
1.	DEFINITION	61
2.	WORKDAY	62
3.	EVALUATION AND CAREER PLAN	63
4.	SICK LEAVE	65
5.	ATTENDANCE INCENTIVES	65
6.	APPEARANCE IN COURT	65
7.	FRINGE BENEFITS	65
8.	DAILY RATE SUBSTITUTE TEACHER LIST	66
9.	GENERAL PROVISIONS	66
10.	LONG-TERM SUBSTITUTE TEACHERS	66
11.	BUILDING SUBSTITUTES	67
12.	AVAILABILITY OF SUBSTITUTES	67
<u>§700</u>	<u>SALARIES AND FRINGE BENEFITS</u>	67
1.	SALARY INCREASES	67
2.	SALARY SCHEDULE	68
3.	PROVISIONS APPLYING TO THE SALARY SCHEDULES	70
4.	MEDICAL, PRESCRIPTION AND DENTAL COVERAGE	71
<u>§800</u>	<u>BOARD AUTHORITY</u>	79
1.	BOARD AUTHORITY GRANTED BY STATE LAW	79
2.	IMPLEMENTATION OF BOARD AUTHORITY	79
3.	EXCLUSION OF BOARD POLICIES AND PRACTICES FROM CONTRACT	79
<u>§810</u>	<u>AMENDMENT</u>	79
1.	NECESSITY TO RENEGOTIATE	79
<u>§820</u>	<u>LEGALITY</u>	79
1.	CONFLICT WITH LAW	79
<u>§900</u>	<u>TERM OF CONTRACT</u>	80

§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, 2007 through December 31, 2009.

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 the 2007-2008 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, school social workers, coordinating teachers, nurses, counselors, psychologists, occupational therapists, physical therapists, audiologists, speech and language pathologists, and pre-school teachers, and daily-rate substitutes; but excluding, other daily and hourly-rate teachers, lunchroom managers, administrative assistants, directors, associate directors, associates, assistant principals, principals, personnel director, assistant superintendents, deputy superintendents, and superintendents.

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, 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, personnel director, assistant superintendents, deputy superintendents, vice presidents, and superintendents.

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.

4. Information Available about Conditions of Employment

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

5. Receipt of Information Given to the Public

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

6. Availability of Public Information

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

§120

FAIR PRACTICES

1. By Board

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

2. By Federation

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

§130

FEDERATION RIGHTS

1. Exclusive Organizational

a. Orientation

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

b. Federation Meetings

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

Upon notification of a chapter meeting, the principal shall not subsequently schedule any meeting or event to conflict with a Federation Chapter meeting.

c. Office Bulletin Board

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

d. Dues Deductions

The Board shall deduct the uniform and periodic Federation dues from the paychecks of any teacher who voluntarily authorizes in writing that such deductions be made. Dues shall be deducted at one of two rates, representing either the full annual Federation dues or partial annual dues divided by the number of paychecks. The Board shall transmit dues deducted from the paychecks of employees to the Federation promptly following the delivery of paychecks to employees. The Board shall make every effort to transmit dues within five (5) days of paycheck delivery.

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

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

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

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

13 e. Fair Share Fee

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

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

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

33 (3) The CFT shall prepare a form of notice to employees by which non-member employees shall be informed of the
 34 percentage and method of calculation of the fair share fee which shall include the report of an independent auditor
 35 disclosing and verifying the major categories of expenses upon which the fee calculation shall be based. The
 36 notice shall inform employees of their right to object to the calculation of the fair share fee and to submit an
 37 objection to the fee to arbitration. Such right to object shall require the objector to send a letter to the CFT
 38 President by regular U. S. mail or by delivery to the CFT office at any time after the notice, but within thirty (30)
 39 days after the first salary payment of the school year from which his or her fair share fee has been deducted. The
 40 notice to non-members shall set forth the address and telephone number of the CFT and the manner in which such
 41 employee may obtain a copy of the CFT's internal appeal procedure.

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

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

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

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

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

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

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

(9) In order to continue to enjoy fair share fee, the Federation shall maintain a membership equal to 70% or more of the bargaining unit as of the expiration of this contract.

(10) The CFT represents to the Board and to the employees it represents that its "non-member fair share payments implementation and appeal procedure" and its other practices and conduct in the course of implementing the fair share fee arrangement conform to state and federal law.

f. Other Voluntary Deductions

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

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

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

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

g. Federation Leave

Upon written request of the Federation, the Federation President and up to three (3) others shall be assigned to the Federation to conduct Federation business. Any employee so assigned shall be paid the full salary to which the employee is entitled according to Appendix A, Schedule C, and shall include any extended time or supplemental pay requested by the Federation, up to limits established by STRS and enjoy all increments, benefits and leaves as other bargaining unit members, and shall continue to accrue seniority. The Federation shall reimburse the Board for salary, medical, dental and term life benefits provided to such employees, retirement contributions paid on their behalf, and any other expenses related to salary and fringe benefit costs. In addition, upon written request by the Federation, this shall also be granted to any CFT member elected or hired for a full-time position with the

Federation's state or national affiliates, and to part-time CFT employees who are compensated for work beyond the school day. Such employees shall be paid the full salary to which the employee is entitled according to Appendix A, Schedule C, shall enjoy all increments, benefits and leaves as other bargaining unit members, and shall continue to accrue seniority. The Federation shall reimburse the Board for salary, medical, dental and term life benefits provided to such employees, retirement contributions paid on their behalf, and any other expenses related to salary and fringe benefit costs. For an elected position, the request shall be honored indefinitely, if the Federation so desires. For a member hired for a position, the request shall be honored for up to four years, if the Federation so desires.

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

h. Printing of Contract

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

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

i. Federation Pony Delivery

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

2. Non-Exclusive Organizational Rights

a. Federation Chapter

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

b. Board Meetings

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

c. Employee Relations/Federation President Meetings

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

d. School Visitation

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

e. Building Representation and Privileges

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

f. Distribution of Materials

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

g. Posting Notices

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

h. Use of Mailboxes

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

i. Use of Faculty Bulletin Boards

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

j. Directory Information

Board will annually, within 20 days of the first paycheck delivered to teachers in September, provide to CFT a list of bargaining unit members, including their work location, position classification, and home address. Teachers assigned to more than one school shall be listed at their "home school" (paycheck site).

In addition, the Board shall provide the following information for each bargaining unit member as soon as such information is entered in Board computers: phone numbers (unless employee objects), seniority date, areas of certification, grade(s) and/or subject(s) taught, whether the teacher holds a supplemental contract under Appendix A, Schedule E. Any part of such information that has been entered in Board computers will be provided even if all of the information listed above is not available.

k. New Employee Information

The Board shall promptly provide the Federation with the names and addresses of new employees.

l. Electronic Network

The Federation shall be treated as a school site regarding technology networking. The Board shall provide the network connections to the Federation's network server. In addition, data which is public information or required as part of this agreement, if available electronically, shall be made available to the Federation electronically. Board expenditures to provide such information shall be limited to the cost of maintaining the network connection to the CFT office using the same standards as for school offices.

§140

PERSONNEL FILES

1. Access to Personnel Files

The official personnel file of each teacher shall be maintained by the Human Resources Office. The Board and CFT recognize that certain Ohio laws govern access to records maintained by or on behalf of the Board. However, insofar as they are acting in their capacity as employees or representatives of the Board, only the following may have access to teacher personnel files: members of the Board of Education; attorneys of the Board needing access to personnel files; the Superintendent and his/her designees who serve in an administrative or supervisory capacity in relation to the teacher, and other Board employees conducting an evaluation or assessment of the teacher or considering the teacher for a position, with the approval of the Director of Human Resources, or his/her designee; the teacher; and such other persons as the teacher may authorize in writing.

2. Examining One's Own Personnel File

A teacher may examine his/her personnel file upon request. With respect to the official personnel file, the teacher shall schedule an appointment at least one (1) working day in advance with a representative of the Human Resources Office in whose presence the file shall be examined. Copies of any material in the personnel file shall be made available upon request and upon payment of the cost of copying. After 7 years, upon teacher request, all disciplinary infractions that have not re-occurred and do not create a legal exposure or liability for the Board shall be expunged by mutual agreement.

3. Notice of Material Placed in a File

Upon receipt of any written communication (including a notation) involving accusations or derogatory statements against a teacher, the Human Resources Office shall, before placing such material in the official personnel file, notify the teacher of his/her right to dispute the accuracy, relevance, timeliness, or completeness of the communication (or notation). Notification shall not be required when documents are addressed or copied to the teacher. The teacher's written response must remain attached to the derogatory statements as long as the item is on file.

4. Maintenance of Other Personnel Files

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

5. Notice of Material in Other Files

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

6. Use of Material in Personnel Files

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

7. Notice of Citizen Examination of a Personnel File

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

§145

PROFESSIONAL LEARNING COMMUNITIES

CFT and the Board are both committed to improve student achievement by establishing Professional Learning Communities in which all stakeholders take collective responsibility to ensure student learning by creating structures to promote a collaborative educational culture focused on continuously improving results. The dominant model for PLCs is the team-based schools.

1. Selection of Schools as Team-Based Schools

Team leaders will facilitate meetings and professional discourse that focus on the analysis of current school data. The team leader will design and deliver professional development activities based on the data analysis.

Schools may continue to apply to be team-based through the EIP application process. The application process will include a 2/3 secret ballot vote of the faculty and LSDMC approval. Existing Team-Based schools need not reapply. EIP shall recommend schools to the Superintendent for conversion.

The School Redesign Team may convert schools in the Intervention or Redesign categories as team-based schools pursuant to the School Accountability Plan.

a. LSDMC Composition

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

b. Evaluation

The district will engage an outside, nationally known consultant after consultation with the EIP to conduct an annual evaluation of team-based schools.

2. Definition of Teams

a. Team Composition

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

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

Middle Team: For grades 7-8, a team must include teachers with middle grades or secondary certification in math and science or 20 semester hours in those disciplines that would count towards secondary certification. Teams of four or more shall also include teachers with middle grades or secondary certification in social studies and English or 20 semester hours in those disciplines that would count towards secondary certification.

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

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

b. Team Leaders

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

Each non-team based school shall be allocated from the District budget sufficient stipends to pay for level leader lead-teacher services at the primary, intermediate and middle school levels where there are four or more FTE teachers at such levels, up to a maximum of three positions for any school with those levels.

Any teacher, including specialist teachers, should be eligible to be a team leader with team leader compensation— as long as this provision does not inadvertently produce more teams and provided that the teacher meets job qualifications that include knowledge of the standards.

The team leader’s duties include, but are not limited to, the following: serves as instructional leader of the team; represents the team on the ILT; conducts team meetings; mentors and coaches team members; submits team meeting minute and quarterly reports to the principal; coordinates the analysis of student achievement data; facilitates the implementation of the Standards in Practice process; and facilitates team communication with parents.

3. Forming Teams

The ILT will oversee formation of teams. The ILT will annually determine how many teacher teams will be formed within budget parameters. Teachers shall form vertical teams by level (i.e. K-3, 4-6, 7-8, 9-10): but team assignments are subject to adjustment or approval by the ILT annually. Those teachers unable to agree on team composition will be assigned to teams by the ILT by May 15. Teams will be formed under the following parameters:

(a) experience, racial and gender representation on each team must be considered;

(b) a teacher must commit to serving on a team as provided for in §250.1.m.

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

4. Role of Teams

a. Team rights and responsibilities

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

b. Assigning Students to Teams

Teachers shall assign students to teams. Students assigned to each team shall be representative of the school's overall student population in regard to gender, race, and academic achievement. Handicapped students may be assigned to teams or to special education units as determined by their IEP's and the school's Service Delivery Option (SDO), if any.

5. Teachers Not Assigned to Teams

The ILT will determine the number and type of other (non-team) teaching positions needed at the school, consistent with statutory, contractual and program requirements.

6. Training

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

In the first two years of being team-based, schools will be provided a total of six (6) early release days (approximately 1/2 day) annually for training.

Additionally, in the spring of the academic year before a school initially converts to the team-based system, two additional early release days will be provided.

Schools converting to team-based in subsequent years shall receive paid summer training in the amount determined by the Superintendent after consultation with the EIP.

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

7. Budget Allocations for Schools and Teams

In team-based schools, the ILT has the discretion to determine what specialists, if any, are to be deployed in these schools.

School budget allocations shall be made according to the per-pupil budgeting process or the adopted budgeting process. No allocations will be made for specific positions. The ILT, with the approval of the LSDMC, shall use the school's funds to support the school's academic mission. The ILT, with the approval of the LSDMC, will allocate a percentage of the school's budget for teams' use in the instruction of their students.

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

Teacher, teams and schools shall be entitled to choose among vendors selected by the board for purchase of supplies, instructional materials and transportation for field trips, or arranging their own purchases.

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

8. TAP (Teacher Advancement Program)

Currently we have schools participating in the Teacher Advancement Program (TAP). The application process will include approval by 2/3 secret ballot vote of the faculty. TAP schools will incorporate these four elements: 1) multiple career paths: enables teachers to pursue a variety of positions throughout their career in or out of the classroom connected to the Career in Teaching Program, 2) ongoing applied professional growth: to increase student achievement by providing ongoing job embedded professional growth: to increase student achievement by providing ongoing job embedded professional where teachers have time to meet, learn, plan, mentor, and share with other teachers to improve the quality of their instruction, 3) instructionally focused accountability: teachers are held accountable for applicable teaching standards as well as the academic growth of their students, and 4) based on availability of funds, incentives up to \$2,000 per teacher, tied to student achievement value-added gains according to a formula designed by the Redesign Committee: incentives are tied to student achievement value-added gains as defined by the State of Ohio.

9. Incentive Route

Based on the availability of funds, the Redesign Committee will be empowered to design a formula for incentives up to \$2000 per teacher, tied to student achievement value-added gains. Any school will be eligible for this incentive. Incentives will be offered annually.

a. Professional Discourse

The PLC leader will be trained to lead this professional discourse.

b. Professional Development

Professional Development hours scheduled during the teacher workday may be applied toward Individual Professional Development Plans (IPDPs).

§150

SCHOOL LEADERSHIP

1. Instructional Leadership Teams (ILT)

An Instructional Leadership Team shall be formed at each school.

a. Role of the ILT

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

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

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

b. ILT Composition

The Instructional Leadership Team shall include:

- the principal,
- up to two assistant principals,
- two parent representatives selected by the parent members of the LSDMC,

- two non-teaching staff members elected by the non-teaching staff of the school,
- teacher members, as follows:

The Federation Building Representative,

Any lead teacher serving as program facilitator at the school or in another school-wide lead teacher position;

The lead teacher for special education or, if no lead teacher has been selected, an elected representative of special education teachers provided at least 5% of the students at the school have an IEP.

Each team, department (of four or more), or level shall be represented by its lead teacher, or, if no lead teacher has been selected, by its elected team leader or elected representative.

One elected representative on the ILT for each 5 FTE specialist teachers in a school. One elected representative for each 5 FTE educational support personnel/intervention specialists in a school. For example: 1 to 5 FTE = 1 representative; 6-10- FTE = 2 representatives; 11-15 FTE = 3 representatives. For this purpose, Educational Support Personnel shall include District employed nurses, speech pathologists, psychologists, school social workers, occupational therapists, physical therapists and counselors.

However, at high schools, the math, science, communications arts, and social studies departments shall have a representative on the ILT. The ILT shall combine other departments (including foreign language, career paths/business, health) that have less than 4 members each for the purpose of representation.

At team-based schools, additional teachers shall be elected at large to bring teacher membership to 60% on the ILT. At non-team-based schools, additional teachers shall be elected by team, level, and/or department, as necessary, to bring teacher membership to 60% on the ILT.

Specialists include art, music, physical education, health, drama, dance, and building substitutes.

c. Operation of ILT

i. ILT Voting Procedures

The ILT will determine how it will make decisions. Decisions of the ILT shall be made when a quorum of ILT members are present. A quorum shall be 51% of the members of the ILT and shall include the principal. All meetings of the ILT shall be open and shall be held outside of the student day, except under urgent or emergency circumstances.

ii. Faculty Approval of ILT Decisions

Faculty approval of the ILT's recommendations, by majority vote unless otherwise indicated, shall be required for the following decisions. These areas are:

- lesson plan format under §220.13,
- approval of the school's budget for submission to the LSDMC
- distribution of instructional supply funds under §180.4,
- extra-curricular activities plan under Appendix A, Schedule E, Note H,
- adoption of a new program focus or other major change in the school's program (2/3 vote),
- approval of ESEA Title I School Wide Project (2/3 vote),
- application for Professional Practice School status (2/3 vote),
- approval of the school's One Plan (2/3 vote)
- Local School Behavior Plan (2/3 vote).

Teachers shall elect faculty liaisons to parent organizations and teacher representatives to the LSDMC.

iii. ILT Subcommittees

The ILT may appoint subcommittees to assist in carrying out its responsibilities, including developing policies and procedures listed above. However, the ILT shall act on the reports and/or recommendations of any subcommittees. Such subcommittees may include non-ILT members.

iv. ILT Agendas and Minutes

The Principal and a teacher co chair, selected by the teacher members of the ILT, shall jointly prepare an agenda for ILT meetings. The agenda shall be distributed to all teachers and staff 24 hours prior to each regular ILT meeting; and minutes shall be taken and distributed to all teachers, LSDMC members, and staff within three days. The minutes shall include all decisions made by the ILT.

If a school has an externally funded Ohio Department of Education coach, the coach will report periodically to the ILT on progress in improving student achievement.

d. ILT Training

The Board and CFT encourage ILT training at Mayerson Academy with school-release time for all non-team-based schools and any interested ILTs.

The Board and the Federation shall provide training to all schools adopting an ILT, after consultation with the schools regarding their needs.

Further, the parties shall provide assistance and mediation if the members of an ILT so request or if the parties agree that an ILT is having difficulty working together or making decisions.

e. Policies and Practices

Policies and practices, which are implemented at the building level, shall not be inconsistent with the terms of this contract.

f. Parallel Structures

No other structure shall be established by the administration or the teachers to supersede or parallel the ILT.

g. Role of LSDMC

Nothing in this section shall detract from the role or the authority currently granted to the LSDMC by Board Policy.

If a school has an externally funded Ohio Department of Education coach, the coach will report periodically to the LSDMC on progress in improving student achievement.

§160

GENERAL

1. Long Range Planning

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

2. Academic Freedom

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

3. Personal Life

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

4. Residency

Teachers shall live where they choose. The Board and Federation encourage teachers to live in the school district and enroll their children in district schools.

5. Temporary Contract Alteration

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

§170

PROFESSIONAL DEVELOPMENT

1. Career in Teaching Program

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

a. Levels and Advancement

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

Level I Apprentice: A teacher remains an apprentice until s/he meets the standard for placement at the novice level. A teacher must successfully complete apprenticeship in two years. An apprentice is subject to non-renewal after one year and shall be non-renewed if the two-year apprenticeship is not successfully completed.

Level II Novice: A teacher who has successfully completed apprenticeship or is exempted by the program guidelines of the TES and has not met the criteria outlined for the career level or higher teacher.

Level III Career: A teacher who meets the standards for the career level as defined in the TES.

Level IV Advanced: A teacher who-meets the standards for the advanced level as defined in the TES.

Level V Accomplished: A teacher who meets the standards for the accomplished level as defined in the TES.

(2) Lead teachers are selected from the advanced and accomplished levels and have met additional criteria established by the plan. Lead teachers shall accept assignments, including teaching assignments, meeting the district's instructional needs. Advancement to the level of Lead Teacher shall not be automatic. The number of Lead Teacher positions available shall be determined annually by the needs of the district, but shall be at least 10% of the bargaining unit, subject, however, to agreement of the parties on the availability of funds, on the program budget, and on the distribution of lead teacher positions for each year. Lead teachers' duties may include the following: consulting teachers, curriculum specialists, staff development specialists, demonstration teachers, subject leaders, team leaders, and program facilitators.

Lead teachers shall have the right to return to the same schools and to the same or similar assignments without loss of seniority provided they exercise the right no later than the expiration of their first term. If the lead teacher position is eliminated during the lead teacher's first term in the assignment, the teacher has no rights to a position in that school. If this occurs during the first term away from the sending school, the teacher returns to the original sending school. If this occurs in subsequent terms away from the sending school, no specific assignment will be guaranteed.

Lead teachers shall receive stipends above the salary to which they would otherwise be entitled. Such pay, in recognition of the additional time worked and additional responsibilities, shall be negotiated by the parties, pursuant to the Career in Teaching Program Agreement.

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.

Retirement shall not automatically terminate lead teacher status if the teacher is re-employed within his/her credentialed period.

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

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

b. Career in Teaching Agreement

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

c. Lead Teacher Panel

A six member Lead Teacher Panel shall be appointed by CFT and the Board. The term of each member shall be no longer than 3 years. There shall be co-conveners, one appointed by the Federation and one appointed by the Superintendent. The Federation shall appoint lead teachers to serve as members of the Lead Teacher Panel. The Panel will administer applications, 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.

d. Funding

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

2. Cincinnati Teachers Professional Development Fund

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

a. Joint Committee

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

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

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

b. Conference/Convention Fund

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

c. Summer Professional Development Opportunities

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

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

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

3. Educational Initiatives Panel

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

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

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

a. Joint Committees

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

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

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

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

b. State and Federal Funds

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

4. Curriculum Councils

Curriculum Councils are elected bodies established by the Federation to represent teachers in the various subject areas as well as support service professionals. Curriculum Councils will work cooperatively with the Superintendent's Designee and other appropriate administrative units to develop and maintain high quality curriculum, assessment instruments and practices, and select and/or create high quality teaching materials. Curriculum Councils will provide teachers, through the Federation, for textbook selection committees and for development or revision of curriculum and assessment instruments.

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

Each Curriculum Council shall have a chairperson, which shall be a lead teacher position. The Chairperson shall be selected by the Council's Steering Committee and approved by the Superintendent's Designee).

The Board will provide routine clerical services and supplies through the Academics and Accountability Department to support the work of the Councils. Further, a pool of one hundred (100) days of released time for professional development activities, conferences, or other legitimate activities of the Councils will be made available to them. Procedures for use of such professional days shall be established by the Federation President and the Superintendent’s Designee.

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

The Curriculum Council Chairpersons shall together constitute the Interdisciplinary Council; the Superintendent’s Designee shall meet quarterly, at least, with the Interdisciplinary Council to discuss the district’s instructional programs and act, as needed, to improve quality. Further, the district shall designate a liaison to each of the Curriculum Councils for on-going communication. Resolutions of Curriculum Councils may be presented to the EIP after having been reviewed by the Interdisciplinary Curriculum Council. The EIP shall respond to the resolution within 45 days.

§180

SCHOOL BUDGETS

1. Commitment of Parties to a Balanced Budget

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

2. Budget Commission

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

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

3. District Funding of Schools

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

The school district shall send the annual budget packet and quarterly budget reports to the ILT teacher co-chair.

4. Money for Instructional Supplies

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

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

The dollar apportionment for supplies made available to the school or unit shall be made on an equitable basis system-wide.

5. Adequacy of Supplies

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

§200

TEACHER CERTIFICATES AND CONTRACTS

Believing that higher standards are needed for schools, teachers and administrators in order to provide an outstanding education for all students, the Board and Federation affirm their commitment to the legal guidelines for licensure in Ohio. Teachers currently under contract are encouraged to convert current certification to a five-year Professional License in a timely manner.

1. New Teachers

New teachers shall hold a Provisional License, successfully complete the Entry-Year Program and performance assessment within two years, and obtain a five year Professional License.

2. Teaching Outside Area of Certification

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

3. Renewal of Certificate/License

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.

4. Re-Employment of Limited Contract Teachers

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

5. 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.

6. Continuing Contracts

Each teacher who has attained the career level in the TES of the Cincinnati Public Schools upon re-employment shall be offered a continuing contract, provided that teacher holds a valid eight-year Professional Ohio Teaching Certificate or five year professional license. A teacher who has previously held a continuing contract in Ohio shall become eligible for a continuing contract after serving a two-year period in the Cincinnati Public Schools, provided the teacher's comprehensive evaluation has affirmed his/her place at career level or higher, and the teacher holds a valid eight-year Professional Ohio Teaching Certificate or five year professional license.

A teacher may waive his/her right to be considered for a continuing contract by stating in writing to the Personnel Director that he/she 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 he/she 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.

§210 Teacher Evaluation

7. 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.

8. 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.

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

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

9. Notice of Separation

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

Retirees may be considered for re-employment without public hearings, notwithstanding ORC. 3309.345.820

§210

TEACHER EVALUATION

The Board and Federation have developed teacher evaluation standards and procedures, which will be implemented district-wide effective with the 2000-2001 school year. The standards and procedures are described in the Teacher Evaluation System (TES) Manual.

The EIP will establish a joint TES committee to review and possibly revise the evaluation system for those teachers evaluated in every fifth year of service. The recommendation of the TES committee must be approved by the EIP prior to implementation.

The TES committee and the EIP shall consider these items along with any others the committees deem relevant:

- How to provide for and integrate professional development with the standards in the evaluation system
- How to reduce the time required from the teachers being evaluated and improve teaching and student achievement
- How to develop and maintain exemplars to illustrate to teachers what behaviors and activities are expected
- Whether the number of standards can be reduced
- How to include more formative activity, including coaching, mentoring and other support and assistance for teachers being evaluated

1. Evaluation

a. Orientation

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

b. Ratings

Teachers shall be evaluated distinguished (4), proficient (3), basic (2), or unsatisfactory (1), in each of four domains.

c. Standard Evaluation Form

There shall be one (1) standard Comprehensive Evaluation Summary Form and one (1) standard Annual Assessment Report Form used for evaluation of classroom teachers, which shall be provided to teachers in the orientation.

d. Who Administers the Evaluation

The principal or assistant principal or teacher evaluator/consulting teacher shall be responsible for administering the evaluation process. The individual who performs or assists in the evaluation of a teacher shall be competent to do so. Teachers assigned to non-public schools and teachers assigned to three or more schools may be evaluated by a program administrator, if any, or by a consulting teacher, as agreed by the parties. A certification process has been developed and implemented for all evaluators (TE's, CT's, principals, AP's).

e. Demonstration of Teaching Techniques

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

f. Observation Reports

The evaluator shall, as a part of the evaluation process, list the date, time, place, and subject of observations made with the classroom teacher, which are used, as the basis of the evaluation. It is recognized that the observation reports for non-classroom teachers may not be specific as to date, time, and place because the report may include observations of activities occurring over a period of time. However, such reports shall specify the type of activity observed.

g. Evaluator's Responsibilities

Before a teacher may be given a rating in a comprehensive evaluation that results in the teacher being non-renewed, terminated, placed in intervention, denied an increment or placed at a lower salary level, the evaluator(s) must:

- (1) have made at least five (5) observations (either individually or cumulatively) of the teacher's performance, sufficient in length to justify the conclusions; new hires and teachers on intervention must have at least six (6) observations;
- (2) have consulted with the teacher being evaluated;
- (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 and the Comprehensive Evaluation Process (clean up language)

1. Teachers who may be scheduled for a comprehensive evaluation will be:

- (a) new hires
- (b) novice 3 (teachers at step 5 or 6)
- (c) teachers on intervention
- (d) teachers who ask to be considered for a continuing contract
- (e) teachers applying for lead teacher credentials
- (f) volunteers if capacity to serve them exists

- 1 2. Other teachers will not be required to participate in a comprehensive evaluation until they have
2 professional development opportunity accompanying the annual assessments during the 2001-2005 school
3 years.
4

- 5 3. Except for new hires and teachers on intervention, the comprehensive evaluation will consist of five
6 classroom observations, two done by the principal and three by the teacher evaluator. Effective in 2005-
7 06, three of the five will focus on the standards-based unit (district standards where they exist or state or
8 national association standards in the absence of district standards). That standards-based unit of two to
9 three weeks will be developed by the teacher. The quarters in which the standards-based unit will be
10 observed will be mutually agreed to by the teacher and evaluators. The other two observations will be
11 done without prior notification to the teacher.
12

- 13 4. Between 2001-02 and 2005-06, three of the five observations (one by the principal and two by the teacher
14 evaluator) will be announced in advance so that the teacher will know the week in which the observations
15 will occur. New hires in the district and teachers on intervention will have six observations by the
16 appropriate evaluator(s).
17

- 18 5. To achieve the advanced level, a teacher must receive a score of at least two 3's and two 4's on the four
19 domains with a 4 in Domain 3. However, during the 4-year phase-in process (and for teachers on
20 Comprehensive Evaluation 2000-01), a teacher may also achieve advanced level with a 3 in Domain 3 and
21 4's in each of the other three domains.
22

- 23 i. Effective 2005-2006, teachers may be scheduled for a Comprehensive Evaluation:
 - 24 (1) during the teacher's first year of service
 - 25 (2) during the teacher's third year as a novice
 - 26 (3) every fifth year of service through step 26 (effective 2007-2008)
 - 27 (4) the year preceding issuance of a continuing contract
 - 28 (5) when the teacher has been assigned to a different subject area. For this purpose a change in subject area
29 shall be defined as one or more of the following:
 - 30 (a) at the secondary level, change to a different subject area under a different certificate
 - 31 (b) change between special education and regular education
 - 32 (c) change between Career Paths and regular education
 - 33 (6) when the teacher has been assigned to a different position classification
 - 34 (7) when the teacher has not met the performance standard expected for his/her current level as defined in TES.
35 If a teacher currently at career level or higher receives a 1 or 2 in any domain, such comprehensive
36 evaluation will be conducted through the Intervention component of the Peer Assistance and Evaluation
37 Program.

- 38 j. Annual Assessment
 - 39 (1) A teacher shall undergo the annual assessment every year s/he is not scheduled for comprehensive evaluation
40 or peer review. Annual assessment, defined in the TES shall include at least 1 classroom observation
41 sufficient in length to justify the conclusions reached.
 - 42 (2) Teachers at steps 16, 21, and 26 shall successfully complete two annual observations to receive the
43 increments at the next steps.
 - 44 (3) Teachers scheduled for a Comprehensive Evaluation on steps 16, 21, and 26 will defer the Comprehensive
45 Evaluation to the following year.

k. Referral to Intervention

(1) When the teacher's principal has concerns about the teacher's performance, the principal shall inform the teacher in writing of his/her concerns for the evaluation. The principal shall refer the teacher to the Peer Review Panel to be considered for Intervention.

(2) Twenty working days after the PRP receipt of a request for investigation, the principal and teacher shall receive written notification of the intervention decision, unless the PRP extends due to extenuating circumstances. Consulting teacher caseloads shall not be considered extenuating circumstances. If the PRP does not place the teacher on intervention or the PRP is late the principal can choose administrative appraisal within the context of the Teacher Evaluation System.

l. Teacher Request for a Comprehensive Evaluation

Teachers, who ask to be considered for a continuing contract, teachers applying for initial lead teacher credentials, and volunteers, if capacity to serve them exists, may submit written request for comprehensive evaluation.

m. Use of Evaluation

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

n. Special Assistance for Newly Assigned Teachers

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

o. Teacher's Copies of Reports

Each teacher shall be given a copy of all report forms and supportive documents forthwith, following each observation. Assessments, including classroom observation summaries, must remain confidential and must be delivered in a sealed envelope.

p. Deadlines for Final Written Evaluations

The Comprehensive Evaluation Summary shall be completed and submitted to the Human Resources Office no later than the 2nd Friday in March if the rating could result in the teacher being non-renewed, terminated, placed in intervention, denied an increment or placed at a lower salary level. In the case of a recommendation of non-renewal arising out of the evaluation process only, the evaluator's recommendation of non-renewal of a limited contract shall be given to the teacher not later than the 2nd Friday in March. All other evaluation reports shall be completed and submitted by May 15. Failure to meet these deadlines may be a basis for appeal. Copies of all evaluation materials shall be furnished to the teacher evaluated prior to placement in the teacher's personnel file. The teacher shall have the right to attach a written comment to the report. In the event the teacher is to be terminated, the Board shall advise the teacher in compliance with the Ohio Revised Code.

(See exception regarding mid-year dismissal, §210.2.g)

q. Appeal Process

Teachers may appeal the scores on Domains 1, 2, 3, and 4 by sending a written *Request for Review* to Human Resources within 10 working days of receiving the final scores on the comprehensive evaluation. The TES Appeals Panel shall review the documentation and determine if the evidence supports the scores given by the evaluators. If not, the TES Appeals Panel will review the evidence and provide new scores. If the TES Appeals Panel overrides the appeal, it shall delineate the specific rationale in writing to the teacher.

r. Appeal with Respect to Non-Renewal

Teachers who receive notice of a recommendation for non-renewal as a result of an evaluation shall have the following appeal rights:

1. Teachers evaluated through the PAEP shall have the appeal rights specified in the Peer Review Guidelines; and

2. Teachers not evaluated, as part of the PAEP shall have those appeal rights from an administrative recommendation for non-renewal specified in Appendix C.

A limited contract teacher with less than five consecutive years of satisfactory or better service shall be entitled to a written notice of the Superintendent's recommendations not to re-employ the teacher and such notice shall be given to the teacher no later than the first Monday in April and shall include a statement of the reasons for the Superintendent's decision.

In addition, any teacher who receives a written notice of the intention to terminate or not re-employ the teacher shall have the rights specified in §300.3.d, e, or f.

s. Professional Development Aligned with TES

The professional development will be delivered using a variety of resources and activities and will focus and align the TES standards. Videotapes of teachers performing at the 2, 3, and 4 levels in different types of schools, at different grade levels, and in different content areas will be available. Exemplars of portfolio pieces will be developed. Mayerson classes will support the TES domains.

t. Joint Decision-Making

The EIP will meet regularly to accomplish the following:

- Revision of TES booklet.
- Analyze data and monitor the progress of the Teacher Evaluation System for equity and fairness.

2. Peer Assistance and Evaluation Program

The Board and the Federation have established a Peer Assistance and Evaluation Program to improve the quality of teaching in the Cincinnati Public Schools. PAEP has two components: (a) Induction designed to assist and evaluate teachers during their first year of service in the district; and (b) Intervention, intended to assist experienced teachers who exhibit serious teaching deficiencies. Intervention shall be reserved for teachers who have completed three or more years of service in the district.

a. Peer Review Panel

The Peer Review Panel (PRP) shall serve as the governing body of the program, shall select consulting teachers and shall determine program guidelines consistent with terms of the Collective Bargaining Contract and Board policy. The panel shall be responsible for administering the budget of the Peer Assistance and Evaluation Program. It shall consist of an equal number of teachers appointed by the Federation and administrators appointed by the Superintendent.

The PRP shall review the program guidelines every two years.

b. Scope of Program

The Peer Assistance and Evaluation Program shall be available in all teaching fields and ESP categories. Up to 20 consulting teachers (FTE's) shall be assigned by the Peer Review Panel depending on caseloads arising each school year. Additional consulting teachers, if needed, may be funded through the Career in Teaching Program budget. Part time consulting teachers shall be utilized to serve certain teaching fields where there is not a sufficient caseload for a full time position. Consulting teachers may also be assigned to conduct classroom observations of teachers participating in comprehensive evaluations as defined in the TES.

c. Caseload for Consulting Teachers

Caseload of full-time consulting teachers shall be limited to 14. Each second year apprentice and intervention teacher will count as 1.5 in their caseload. Other teachers participating in the comprehensive evaluation will count as 0.16.

d. Term for Consulting Teachers/Teacher Evaluator

Consulting teachers/Teacher Evaluator shall serve in the position for a maximum of 3 years.

e. Applicants for Consulting Teachers/ Teacher Evaluator

Applicants for consulting teacher/Teacher Evaluator positions may not be on the administrative leadership eligibility list. However, a teacher may remove his/her name from the leadership eligibility list in order to apply. A consulting teacher may not be appointed to an administrative position while serving as a consulting teacher and for one full school year after serving as a consulting teacher.

f. Stipend

Consulting teachers/Teacher Evaluator are lead teachers. The PRP shall consider any lead teacher applicant(s) who is properly certificated for an available consulting teacher/Teacher Evaluator position. However, if no lead teacher applies, the PRP may select an otherwise qualified applicant who is not a lead teacher.

Consulting teachers/Teacher Evaluator shall receive lead teacher stipends consistent with the CTP agreement. However, a consulting teacher/Teacher Evaluator who is not a lead teacher shall receive an annual stipend of \$3000. This stipend is intended to compensate consulting teachers/Teacher Evaluator for conferences, inservice activities, practicum, and other professional duties related to the position, including 5 additional days before or after the school year.

g. Mid-Year Dismissal

If a teacher remains an apprentice during the second year of service and if, in a December interim report, the teacher is rated unsatisfactory, s/he may be dismissed. In the PAEP, such recommendations for dismissal prior to the end of the school year must be approved by the PRP. In such cases, the teacher shall have the rights afforded to a limited contract teacher facing non-renewal for performance reasons under the Collective Bargaining Contract. Dismissal under this provision shall not afford the teacher the due process rights under O.R.C. §3319.16.

§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 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/Licensure

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

3. Vacancies in Buildings

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

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

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

5. Non-Team Assignments

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

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

Principals shall direct each department in secondary schools and primary, intermediate, and special education departments in elementary schools to separately meet for the purpose of recommending teaching assignments for the following school year. A teacher who desires to change departments must submit his/her request, in writing, to the lead teacher or department chair by February 25. Departments shall submit their recommendations to the principal prior to March 1, taking into account special qualifications, which may be necessary for magnet program positions. Secondary departments shall also take into account experience and qualifications that may be needed for particular courses. Department members shall strive for consensus in making recommendations to the principal. However, any teacher may indicate, in writing to the principal, his/her disagreement with the recommendations. Where a magnet program exists or is created within a neighborhood school, the teachers in that program shall meet to recommend assignments following the procedures outlined above.

The principal shall either:

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

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

1 However, the principal may decide after considering department recommendations (and disagreement of individual
2 teachers, if any), to post a vacancy on a district-wide basis. In this event, the principal shall communicate to the teacher,
3 in writing, why he/she believes the teacher does not possess training, experience, or individual qualifications appropriate
4 for the assignment.

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

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

8 6. Assignment Changes

9 a. Elementary Schools

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

14 b. Secondary Schools

15 Assignment changes after the initial notification may be necessary due to changes in enrollment, student
16 optioning, program offerings or problems, which arise in creating the master schedule. In such cases, the principal
17 or assistant principal shall consult with the department chairperson before making assignment changes. Principal
18 or assistant principal shall notify the affected teachers at their summer addresses of the change and the reasons
19 therefore.

20 c. Timing for Changes in Assignment

21 Assignment changes after the beginning of the school year shall occur only for reasons of change in pupil
22 enrollment or program offerings. Such changes during the first academic term shall be completed within three
23 weeks of the beginning of the school year. All other changes shall take place at the beginning of the quarter and
24 the affected teachers shall be notified by the sixth week of the previous term.

25 7. Teacher Day

26 a. Length of Workday

27 The teacher workday shall be no more than four hundred twenty (420) consecutive minutes per day, including a
28 duty-free lunch period of thirty (30) minutes.

29 b. School Organization Structure

30 As of the 2004-05 school year, teachers in K-8, 9-12 schools will follow schedules of predominate school
31 organization (i.e. same opening, closing time, lunch, minutes for instruction and planning bells). Because grades
32 seven and eight are no longer housed in separate facilities, language concerning that specific organizational
33 structure is obsolete.

34 c. Preparation Time - Elementary Teachers

35 Elementary K-8 teachers shall be assigned preparation and/or conference time of 255 minutes per week.

36 The Federation and Board agree that all elementary students should have regular instruction by art, music, and
37 physical education specialists, except pursuant to §145.7. While such instruction is scheduled, the regular
38 classroom teacher shall have a preparation and/or conference period. Every elementary school shall have
39 certificated P.E., art, and music specialists who are non-load bearing. The Board shall assign sufficient specialists
40 so that each K-6 student shall receive instruction from each specialist. While such instruction is scheduled, the
41 regular classroom teacher shall have at least three preparation and/or conference periods. In addition, each
42 elementary teacher shall be assigned at least one additional 30 minute preparation/conference period weekly
43 during the students' school day.

44 Elementary team and level leaders may be assigned additional preparation periods, but no more than twice the
45 number of preparation periods assigned to other teachers at their level.

d. Elementary Library Session

If an elementary class is taken to the library for the presentation of a regularly scheduled lesson by the teacher-librarian, the class teacher shall be authorized to use the time for a preparation and/or conference. However, if the teacher has otherwise been scheduled for the required minutes of preparation time, the principal may assign the teacher to participate with the class in the library.

e. Instructor Assistant Schedule

IA's who work directly for a team of teachers will be scheduled by the team. IA's who serve the school as a whole, if any, shall be scheduled by the ILT (or by the principal if the school has no ILT). IA's shall not be diverted from classroom assignments called for in the adopted schedule, except in emergencies or for supervisory duties, determined as follows:

It is the intent of the district that non-teaching supervisory duties should be assigned to non-teaching personnel and every effort shall be made to do so. Such duties shall include monitoring bus arrivals or departure or student boarding, monitoring the cafeteria, playground, hallways or student restrooms.

The ILT shall assign supervisory duties utilizing non-teaching staff to the extent possible before any teachers are assigned those duties. To the extent possible, the principal shall assign duties as recommended by staff.

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

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

f. Daily Schedule - High School Teachers

For high school, the daily schedule shall consist of not more than a homeroom and 280 minutes of classroom instruction.

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

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

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

(4) High schools may adopt schedules different from the three options above, provided the schedule is recommended by the ILT (or TBC and principal agreement) and approved by a 2/3 vote of the entire faculty, after presentation of the proposed schedule to the faculty at least five working days prior to the vote.

(5) All teachers in grades 9-12 shall be assigned no less than 225 minutes per week of preparation and/or conference time or one class period daily, whichever is greater. This preparation and/or conference time shall not be assigned outside the limits of the students' school day.

g. Team Planning

At team based schools, the ILT shall adopt a schedule in which teachers assigned to a team are scheduled for one class period daily or the equivalent amount of time during the week for team planning, if possible, but no less than 3 class periods/week. The Board shall not be required to employ additional teachers solely to comply with this provision.

Teachers shall not be required to remain at school beyond the contractual workday for team-based meetings unless compensated.

h. School Day

The daily schedule shall be determined by the ILT.

i. Leaving School or Work Center

Teachers may leave the school or work center with the approval of the principal or his/her designee. Approval shall not be unreasonably withheld.

j. Number of Preparations - Secondary Teachers

Teachers (7-12) shall not be assigned more than three preparations in each marking period, including one-quarter course. In the event that the principal is unable to schedule classes in compliance with this provision, the principal may, after consultation with the teacher and the department chair involved, schedule additional preparations by distributing them in an equitable manner, including the academic level of the classes assigned, within a department.

A preparation is defined as a grade level designation or a specific course within a subject area, requiring a separate textbook and/or specific "curriculum bulletin".

k. Assignment of Specialists/Librarians

Elementary Teacher-Librarians

Each elementary school shall be staffed with a full-time certified teacher-librarian except as provided in §145.7. Teacher-librarians shall work an additional five days beyond the standard teacher contract. In schools of 700 students or more, an instructor assistant shall be assigned to the library for one hour a day to assist the teacher-librarian with shelving and other tasks so that the library can be fully utilized by students.

A single job description/category shall be developed to allow all K to 12 certified/licensed librarians to transfer between elementary, middle, and secondary schools without the requirement of changing position categories.

The District and CFT will work together with the Library Curriculum Council toward the goal of restoring services by 2007-08.

The Board of Education and CFT will work toward the goal of providing P.E., art, music, and library services to all elementary students based on student population.

All students should have access to the following services of specialists (P.E., art, music, library, counselor and/or SSW, lead social worker).

Physical Education, Art, and Music

By 2005-06 the District will commit to no more than 4 FTEs. They may be assigned to more than 2 schools.

Elementary Instrumental Music Services

In 2004-05 – The District will commit to up to five teachers

In 2005-06 – The District will commit to an additional five instrumental teachers (if grant money is available to purchase instruments). These teachers are centrally assigned and may be assigned to more than 2 schools.

Art, Music, and physical education specialist teachers may be shared by more than 2 schools provided that teachers have reasonable job requirements. Any teacher assigned to more than one school shall have non-classroom duties at only one school. The time allowed for travel shall not be during the 30-minute duty-free lunch period.

1 l. Pupil Breakfast Programs

2 Teachers shall not be required to participate in any pupil breakfast program unless it is within the four hundred
3 twenty (420) minutes.

4 m. Traveling Teachers

5 At schools where, because of facility limitations, all teachers do not have a classroom of their own, the ILT shall
6 jointly develop and implement guidelines to accommodate traveling teachers. The affected teachers shall be
7 represented in the process. These arrangements shall include, at minimum, providing such teachers with desks and
8 a secure place to store instructional materials and personal possessions.

9 8. Professional Responsibilities

10 a. General Responsibilities

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

20 (1) Parent and student conferences to report and evaluate pupil progress. The parties agree that involving
21 parents in the school and with their children's education, including regular communication with parents, is
22 very important to student success. Teachers are encouraged to develop and implement a plan for
23 maintaining contact with parents regarding student progress. Parents are encouraged to contact teachers if
24 they have concerns about student progress. However, neither parents nor other visitors shall be permitted
25 to interrupt class or come to a teacher's room during class time unless they have made an appointment with
26 the teacher. Parents and other visitors shall be required to check in at the school office.

27 (2) Conferences with other teachers and administrators regarding students.

28 (3) In non-team based schools, except in emergencies, inservice and staff meetings to improve the
29 instructional program shall be held on Mondays, and there shall be no more than two (2) building wide
30 staff meetings per month. Business faculty meetings shall last no longer than one (1) hour except in
31 emergencies. However, meetings scheduled specifically for inservice training or on the first day of the
32 teacher work year may exceed one hour. Inservice shall be planned in consultation with the faculty.

33 In both team and non-team based schools, faculty meetings may be used for professional development.

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

37 Teachers may also be required to attend four district-wide inservice or subject area meetings per year,
38 which shall be scheduled on Mondays. Reasonable advance notice shall be given to teachers expected to
39 attend.

40 At secondary schools, the workday may be extended up to two additional Mondays per month for
41 departmental, grade level, parent or student conferences, or other professional meetings at the school level,
42 scheduled with the teacher.

43 (4) During the school year, the annual open house and the annual school orientation meeting, if any.

44 (5) Committee assignments and student activities which do not require an extensive amount of time beyond
45 the school day shall be distributed equitably by the principal after consultation with the ILT. Committees
46 shall be consistent with the provisions of §150.1.f. No teacher shall be required to accept more than two
47 committee assignments functioning at any one time at the building level. No teacher shall be required to
48 accept more than one (1) student activity sponsorship functioning at any one time.

b. Activities Not Considered in Evaluation

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

c. Activities Receiving Additional Compensation

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

9. School Calendar

If the calendar committee recommends a school calendar and the superintendent recommends a different calendar both will be presented to the Board of Education for consideration and a decision.

The student testing/assessment schedule will be placed on the calendar before the school year begins to allow teachers advance notice. The schedule may be changed if state requirements change during the year. Testing schedule changes not required by the state will be made by mutual agreement of CPS and CFT.

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

Student Instructional/Attendance Days 178

These are days in which instruction of students takes place for no less than the minimum requirements of state statutes.

Records/Conference Days.....3

These days shall include three (3) one-half (1/2) days per year which shall be used for record reporting on the last one-half (1/2) day of the first, second, and third terms. Three (3) school days per year in which classes are dismissed one-half (1/2) day early or the equivalent amount of time during a different number of days for the purpose of individualized parent-teacher conferences may be scheduled. Schools may elect to schedule parent conferences in the evening and release teachers for an equivalent amount of time on a non-student session day. Use of this option shall require approval by a two-thirds majority vote of the faculty, conducted jointly by the principal and Federation building representative.

Professional Meeting Days 2

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

Paid Holidays8

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

Total School Year 191

10. Checkout Day

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

11. Monthly Calendar

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

12. Evaluations of Instructor Assistants

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

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

13. Preparation for Instruction

Teachers shall be required to show evidence of daily preparation for instruction including lesson plans in a format determined by the ILT. Written lesson plans shall include objectives which reflect indicators/standards the activities to be used to achieve the stated objective, and the means to be used in evaluating whether the objectives has been achieved. Where objectives or activities for lessons are contained in the teacher edition of assigned textbooks or in adopted curriculum bulletins, teachers will not be required to duplicate or copy such information, but may make reference to such information in abbreviated form. Teachers shall not be required to complete any other form describing their daily lessons other than the teacher's lesson plan. Career and lead teachers shall not be required to submit lesson plans to the principal or designee except during a classroom visit or on an individual basis where the principal has concerns about the teacher's instructional program.

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

A common record of interdisciplinary team planning for middle school interdisciplinary academic teams shall be maintained. The format of these records shall be recommended by the ILT.

Each teacher shall provide emergency lesson plans for inclusion in substitute folders. The format and contents of the folder shall be recommended by the ILT including procedures for periodically updating the folder.

14. Professional Development

Up to two professional days may be added to the school calendar at the discretion of the CPS Board of Education. These days will be paid separately from the school calendar at the per diem rate.

The school calendar will be extended at the beginning of the year to accommodate the optional days.

In addition, 6 hours of uncompensated professional development will occur outside of the school day, over the course of the year, with content and schedule determined by ILTs.

§230

TEACHER ABSENCE

1. Availability of Sick Leave Allowance

a. Accrual of Sick Leave

Pursuant to Section 3319.141 of the Ohio Revised Code, all full-time teachers shall accrue sick leave at the rate of one and one-fourth (1-1/4) day per month for each year under contract. "Full-time" shall be defined as one hundred ninety one (191) days or more of service for at least seven (7) hours per day. Teachers who render less than full time, per diem or hourly service shall accrue proportionate amounts of sick leave for the time actually worked. Unused sick leave shall be cumulative without limitation, with the exception of new hires after May 22nd, 2004. New hires will be limited to a 200-day cap. Sick leave shall be credited fractionally and accrued in accordance with the Ohio Revised Code.

b. Availability of Sick Leave

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

c. Accumulation of Sick Leave

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

d. Attendance Incentive

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

2. Sick Leave Advance

Any teacher whose sick leave is exhausted shall receive an advance of five (5) days in the pay period in which loss of pay would otherwise occur. Said advance shall be charged against the sick leave he/she subsequently accumulates. Only one (1) such advance shall be granted until all sick leave advances have been repaid. Any balance of advanced sick leave remaining to an employee's credit at separation shall be deducted from the employee's final paycheck. In addition to the advance of five (5) days referred to above, a teacher is eligible for an advance up to an additional fifteen (15) days of sick leave in the pay period(s) in which loss of pay would otherwise occur subject to the following conditions:

a. STRS Disability Applicants

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

b. Paying Back Advanced Sick Leave

Said additional advance shall be charged against sick leave the teacher subsequently accumulates. However, a maximum of 10 of the 15 sick days a teacher accrues annually shall be applied to the repayment of the sick leave advance.

c. Yearly Limits

No more than one (1) such advance shall be granted in any year from July 1 through June 30.

d. Repayment before Teacher Accrual

No more than one (1) such advance shall be granted unless the teacher has accrued sufficient sick leave to repay any additional sick leave advanced.

e. Balance at Separation

Any balance of advanced sick leave remaining to a teacher's credit at separation shall be deducted from the teacher's final paycheck.

If an employee dies prior to returning from sick leave and repaying the advance, the Board may seek to recover the amount owed from the estate or the Board may deduct the amount owed from any salary or benefits payable to the employee.

f. Approval of Advance

Such additional advance shall be made upon the written application of the teacher accompanied by a physician's statement showing the necessity of such additional advance and the written approval of the Superintendent. Approval shall not be unreasonably withheld.

3. Termination of Employment and Sick Leave

a. Retaining Sick Leave Upon Termination

A teacher who leaves the employ of the Board shall retain his/her accumulated sick leave for ten (10) years from the date of termination of his/her last contract.

b. Credit for Previous Employment upon Re-Employment

A teacher re-employed by the Board who, since leaving the employ of this Board, has been employed by other boards of education or by state, county, or municipal governments of Ohio shall receive full credit for sick leave

accumulated both in the prior employ of the Board and in the employ of other agencies listed above as shown in the records of the last employing organization in accordance with the Ohio Revised Code.

c. Credit for Previous Employment upon Initial Employment

Any teacher being employed by the Board who has been in the service of another board of education or state, county, or municipal government of Ohio shall receive full credit for the sick leave accumulated in this previous service as shown in the records of the last employing organization in accordance with the Ohio Revised Code.

Employees hired January 1, 1997 or after, shall not be eligible for conversion upon retirement of sick leave earned with another Ohio public employer. When such employees use sick leave, pursuant to §230.2, they shall first use the sick days earned with the other Ohio public employer(s) until 50% of such sick leave is exhausted. Thereafter, when sick leave is used, the Board shall alternately deduct 1 day of leave earned with the district and 1 day of leave earned with other employers.

4. Limitations and Requirements for Sick Leave Allowance

a. Restrictions on Sick Leave Allowance

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

b. Use of Sick Leave

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

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

c. Procedure for Using Sick Leave

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

d. Maternity/Paternity/Adoptive Leave

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

5. Frequent Absence

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

6. Medical Explanation

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

7. Abuse of Sick Leave

At any time the principal has reasonable suspicion that a teacher is abusing any claimed sick leave, the principal may require the teacher to present evidence that his/her use of sick leave is legitimate, or may give the teacher a written warning which shall include reasons for the suspicion of abuse. The teacher may choose to present evidence that his/her use of sick leave is legitimate to the EAP or similar service. In that event, the EAP shall verify to the Board if the

teacher's use of sick leave is legitimate but shall not reveal the specific conditions or reasons, without the employee's consent, unless otherwise required by law.

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

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

8. Return to Work

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

9. Extended Absence Due to Personal Illness

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

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

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

10. Death in Family

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

11. Personal Leave

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

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

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

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

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

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

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

Any teacher may, at any time upon application and approval thereof, be granted a leave of absence for military service not exceeding thirty-one (31) days in one (1) calendar year as specified in Section 5923.05, Ohio Revised Code. If the teacher's military pay during such a period of absence is less than his/her regular pay would have been for such period, s/he shall be paid by the Board the difference between his/her regular pay and his/her military pay for such period. In

determining the teacher's military pay for the purpose of this section, allowances for travel, food, housing or uniforms shall not be considered, but any other pay or allowance of whatever nature, including longevity pay, shall be considered.

13. Extended Military Service

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

14. Non-Compensated Leaves of Absence

a. Personal Illness or Illness in Immediate Family

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

b. Study and Peace Corps

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

c. Travel and Special Consideration Leaves

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

d. Maternity/Parental/Adoptive Leave

- (1) A teacher anticipating the birth or adoption of a child to the family may request a maternity/parental or adoptive leave of absence.
- (2) A teacher desiring such leave shall send, as soon as possible, to the Human Resources Office a request for such leave, which shall indicate the date, desired to begin such leave. The request shall be accompanied by a statement from the physician indicating the anticipated birth of the child. In the case of a request for adoptive leave, a statement from the adoption agency may be substituted for the physician statement.
- (3) The teacher shall, except in unusual circumstances, plan such leave to begin at a natural break in the instructional program, such as the end of a unit of study, the end of a marking period, the beginning of a vacation period, so that effectiveness of instruction may be maintained. If the conditions set forth in subparagraphs (1) and (2) above are met, the request for leave shall be granted.
- (4) The date of return from such leave shall be determined by the teacher after consultation with his/her physician, where applicable, and shall be planned to coincide with a natural break in the instructional program.
- (5) The Human Resources Office may require a statement from the teacher's physician stating that the teacher's health will not be jeopardized by her remaining at work prior to leave or her returning to work following leave.
- (6) A maternity/parental/adoptive leave shall be for a definite period, usually the current contract year (unless the leave commences in the second, third, or fourth term of the contract year in which case it may extend, at the teacher's discretion, through the next ensuing contract year) subject to renewal for medical reasons substantiated by a physician's statement.

e. Public Service Leave

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

f. Duration of and Return from Leave of Absence

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

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

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

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

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

g. Return from Disability Retirement

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

15. Civil Disturbance

In case of a civil disturbance, which occurs before the teacher leaves his/her residence for his/her assignment, the teacher should make every effort to contact the proper school authorities who will determine whether the teacher will be required to report to work. Teacher compensation shall not be affected nor shall the teacher lose any sick days or personal leave days by school closing due to civil disturbances. If the teacher is re-assigned, s/he shall report to another school where no such disturbance exists.

16. Appearance in Court

a. Compensation During Jury Duty

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

b. Compensation When Teacher or Federation is a Party

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

c. Subpoenas

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

17. Federation Conventions

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

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

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

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

18. Assault Leave

a. Procedure

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

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

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

b. Payment for Medical Treatment

If medical attention is required, a certificate from a licensed physician stating the nature of the disability and its duration shall be required before assault leave can be approved for payment. Falsification of either a signed statement or a physician's certificate is grounds for suspension or termination of employment under Section 3319.16 of the Ohio Revised Code.

c. Exclusive of Sick Leave

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

§240

TEACHING CONDITIONS

1. Contributions/Donations

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

2. Faculty Facilities

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

3. Faculty Space

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

4. Intercoms/PA Systems

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

An oral signal shall be given to indicate the intercom is "on". Announcements shall be made at times mutually agreed upon by the ILT.

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

5. Telephone Calls

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

6. Library Funds

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

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

7. Health and Safety

a. Cooperation of Board and Federation

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

b. Grieving Hazardous Conditions

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

c. Safety Committee

The Board and the Federation agree to name a Safety Committee consisting of two (2) members designated by the Federation, and two (2) members designated by the Board. The Safety Committee will advise the Superintendent in writing in promoting safety and industrial hygiene. The Board shall determine the specific means by which an alleged safety or industrial hygiene condition is corrected or eliminated, including taking equipment out of service. The committee will hold regular monthly meetings and may decide to conduct inspections, where necessary.

d. Utility Failures

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

e. Snow Removal

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

f. Safety Procedures for Dangerous Materials

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

g. Moving

Teachers will be compensated through mover's insurance for lost property during transitions; district will supervise actual movement of property.

§250

TEACHER TRANSFER PROCEDURES

1. Voluntary Transfers

a. Honoring Transfer Requests

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

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

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

b. Vacancy Announcements, Applications and Timeline

Teachers may apply for positions by category (by level at a specific school, for example). Schools will continue to identify specific open positions.

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

Round 1

In round one, the Board shall announce throughout the school district vacancies known for the following school year. Teachers who submit a request for transfer shall be considered for the announced vacancies.

There shall be one priority level. Teachers may list up to five positions as Priority choices.

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

1 A teacher who accepts a position listed on the round one announcement is not eligible to seek another position
2 listed on the round two announcements.

3 Vacancies listed in the round one announcement shall be filled, to the extent possible, prior to the Round one
4 deadline.

5 Round 2

6 During Round two, the Board shall announce throughout the district all vacancies for the following school year,
7 which were not included in the Round 2 announcement, and those vacancies remaining open from the Round 1
8 announcement. Any teacher who does not receive a transfer in Round 1 may submit a request for transfer within
9 seven (7) calendar days following that announcement.

10 Vacancies listed on this announcement must be filled, to the extent possible, and teachers notified by the mutually
11 agreed date on the timeline. However, if vacancies remain unfilled at the end of either transfer period, requests
12 from qualified teachers for positions posted during that period must be honored before new candidates are
13 considered.

14 All teachers who applied for a transfer in Round 2 by the end of the staffing timeline shall be notified whether or
15 not they received a transfer by the end of the school year.

16 The Board will send an updated list of all vacancies to the Federation and to all schools for posting. Teachers will
17 be informed that the update will be available at all schools, the Human Resources Office, and the Federation
18 Office.

19 Vacancies which remain or occur after July 1 shall be filled first by surplus teachers and teachers returning from
20 leave of absence who have not yet been placed in them by new employees. The exception to this is the district may
21 hire properly trained Montessori teachers to be assigned to Montessori schools to positions for which they are
22 properly certificated/licensed, even when a pool of surplus teachers without Montessori training exists. Selection
23 of these new hires shall be consistent with Section 250.1.e.

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

26 c. Teachers Returning From Leave of Absence

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

31 d. Modification of Dates

32 The Federation President and the Human Resources Director will establish a committee annually to set budget and
33 staffing time line dates. They may agree to modify specific dates used in these transfer procedures to
34 accommodate the school calendar. Modifications must be announced before the annual process begins. The dates
35 for budget and staffing activities will be established and announced annually using the following time line:

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35

Timeline:

7 weeks	Student Information Systems would have seven (7) weeks from the October ADM to send student projections to schools.
2 weeks	Schools would have two (2) weeks to review student projections and respond
1 week	Schools and Student Information Systems would have one (1) week to come to consensus on student projections
1 week	The Budget Office would have one (1) week to load budgets and distribute to schools. Early retirement date notification.
4 weeks	Schools would have four (4) weeks to review budget, staff, submit to ILT, LSDMC
1 week	The Budget Office would have one (1) week to do a budget/surplus review
2 weeks	Human Resources would have two (2) weeks to work the position process
1 week	Round 1 Posting would have a one (1) week process
1 week	Human Resources would have one (1) week to distribute applicant information
3 weeks	Schools would have three (3) weeks for the round one interview process
2 weeks	Human Resources would have two (2) weeks to work on the staffing process
1 week	Round 2 Posting would have a one (1) week process
1 week	Human Resources would have one (1) week to work on the staffing process
3 weeks	Schools would have three (3) weeks for the round two interview process
1 week	Human Resources would have one (1) week to work on the staffing process
31 weeks	Total

*Job share deadline: April 15th

e. Selection Process

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

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

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

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

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

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

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

f. Determining Factors in Granting Transfer Requests

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

g. Withdrawal of Transfer Request

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

h. Vacancy Announcements to Non-Public School Sites

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

i. Newly Created Positions

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

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

j. Notice of Transfer Granted

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

k. Refusal of Transfer Request

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

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

l. Denial Based on Racial Balance

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

m. Commitment to Remain with Team

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

n. Monitoring Personnel Actions

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

2. Administrative Transfers

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

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

3. Surplussing

a. Reasons for Surplussing

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

- (1) Before a teacher is treated as “surplus”, voluntary transfer requests from that teacher's building shall be granted if the position is available.
- (2) Before a surplus teacher is transferred from his/her school, that teacher who is properly certificated may displace a junior teacher within the building, provided training, experience, and individual qualifications are substantially equal, and the transfer is consistent with the racial balancing of staff. However, at team based schools, the Board shall not disrupt teaching teams by surplussing or reassigning team members after the last day of the school year unless significant changes in enrollment cause a reduction in the school’s budget allocation and the ILT agrees there is no sound alternative.
- (3) When a surplus teacher is to be transferred from his/her building, that teacher shall have the opportunity to express preference for existing vacancies and be placed along with those teachers requesting a transfer, teachers returning from leave of absence and unassigned teachers. If a choice needs to be made between two (2) or more teachers who are properly certificated and their training, experience, and individual qualifications are substantially equal and the transfer is consistent with the racial balancing of staff, seniority shall control the choice.

b. Relocating/Consolidation/Mergers/Surplussing in All Schools

Relocating

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

Merger

- (1) If an entire program or school is merged with an existing program or school of the same type, all teachers in both sites shall be considered as one staff and any necessary reductions in staff shall be done in accordance with this section.
- (2) When new positions are added in a program within a building or school, such positions shall be treated as vacancies, which shall be filled in accordance with this section.
- (3) Any teacher who is declared surplus shall be entitled to exercise the right to displace a junior teacher within the building in accordance with provisions of Section §220 and Paragraph 3.a above.

Consolidation

- (1) When two or more existing schools are consolidated, all teachers from the sites shall be considered as one staff and any reductions in staff shall be done in accordance with this section. Prior to staffing reductions, teachers from all affected sites shall be given the opportunity to indicate whether or not they want to be considered for a position in the consolidated school. Teachers indicating they do not wish to be considered shall be surplussed without rights to return under §250.3c.
- (2) Teachers indicating they wish to be considered but are surplussed shall have return rights under §250.3c. Additionally, any teacher indicating a preference to remain that is surplussed, shall have rights set forth in §250(3)(a)(2).

- (3) When two or more existing schools are consolidated, the administration must consult with the federation prior to making a determination regarding the strategy for delivering instruction. However, the administration retains the right to make the final determination.
- (4) Training shall be made available to all teachers not trained in the strategy for delivering instruction after the consolidation in accordance with the district's overall professional development process. The training shall be held within the teacher workday or the administration shall provide compensation in accordance with the CBA. Sec. 250.
- (5) Surplussing and staffing for consolidated schools will occur in conformity with district-wide staffing schedule, to be accomplished by the principal or the administration's designee in the absence of a principal.

c. Returning to Original School

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

d. Notification of Surplussing

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

e. School Intervention and Redesign

Pursuant to the School Assistance and Redesign Plan (hereafter, the plan) developed by the parties, when a school falls in the Redesign category, based on the criteria set forth in the plan, and is closed, all teachers serving at the school shall be displaced and treated as surplus. All teaching positions at any new school, which replaces the closed school, shall be considered vacancies. Teachers shall be selected, according to the provisions of the plan, based on their training, experience and individual qualifications for the program to be offered at the redesigned school and for specific teaching positions. Teachers displaced by school redesign shall have the opportunity to apply for vacancies at the newly designed school, if they possess the appropriate certificate or license, and shall have the rights afforded to surplus teachers under §250.3.a (3) above. However, §250.3.c shall not apply.

4. Job Sharing

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

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

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

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

5. Selection of Educational Service Personnel

The following provisions shall govern selection of teachers for vacancies in educational service personnel positions, including counselor, visiting teacher, psychologist, librarian, teacher librarian, home-school teacher or home-school coordinator. Teachers who are properly certificated for one or more of the above positions, or who expect to be certificated by August 1, may apply by April 15 for assignment to a position for the following school year. Each year the

Board shall announce this opportunity to teachers by March 15. The announcement shall include the certification and any other qualifications required for each position.

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

The purpose of the screening panel(s) shall be to recommend candidates for placement on eligibility lists for ESP vacancies. The panel(s) shall consider all applicants who meet minimum qualifications, including candidates who are not current CPS employees, and shall review references, personnel files, and other data necessary in arriving at its recommendations. All deliberations shall be confidential. The panel shall submit to the Human Resources Office a list of candidates recommended for ESP positions in each of the above categories. This list shall constitute the eligibility list for ESP vacancies for the following school year, unless the position is filled pursuant to 10.b.1, 2, 3, or 4. However, long-term substitutes may be used to fill an ESP vacancy only if there is no qualified candidate on the eligibility list.

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

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

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

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

6. Stabilizing Faculties at Schools with High Turnover Rates

The Administration and Federation will jointly identify schools at which retaining or recruiting experienced staff shall be a priority. At these schools, targets for the percentage of resident, career, and lead teachers shall be established and Human Resources shall be directed to post vacancies at these schools in an effort to reach these ratios within three years. Teachers electing to fill these identified positions shall receive 10 professional development days (or equivalent) to be used during the following 2 years. Current career and lead level staff remaining at the school an additional year shall also be provided 10 professional development days. Up to three teachers may transfer together to these schools.

7. Unassigned Teachers Notice of Vacancies

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

§260

SENIORITY

1. Definition

Seniority shall be defined in priority as follows:

a. Years of Continuous Contractual Service

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

b. Years in Current Building

Total number of years in the school building of current placement.

c. Years in Subject/Level
Total number of years in the assigned subject area and/or level.

d. Years Employed as Certificated Teacher
Total number of years employed as a certificated teacher in a state-approved institution(s).

§270

REDUCTION-IN-FORCE PROCEDURES

1. Introduction

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

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

2. Criteria

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

- a. Certification: Appropriate certification for the grade level, subject matter to be taught and/or for the position classification.
- b. Contractual Status: For the purpose of reductions in a position classification, teachers with limited contracts shall be considered before those with continuing contracts.
- c. Part-Time Employment: Part-time employees serving under limited contracts shall be considered for reduction-in-force before consideration of full-time employees.
- d. Training, Experience and Individual Qualifications
- e. Seniority:
 - (1) Total number of continuous contractual years of service in the Cincinnati Public Schools in position classification, including any period of approved leave. Employees whose contracts were not renewed in April 1974, but who were rehired during the 1974-75 school year, shall be considered as having continuous contractual service.
 - (2) Total number of continuous contractual years of service in the Cincinnati Public Schools, including any period of approved leave. Employees whose contracts were not renewed in April 1974, but who were rehired during the 1974-75 school year, shall be considered as having continuous contractual service. Any employee whose contract is non-renewed or suspended due to reduction-in-force who is subsequently rehired as a contract teacher during the term of his/her re-call right under Section 5 below shall be considered as having continual contractual service.
 - (3) Total number of years employed as a certificated teacher in a state-approved institution(s).

3. Applying Criteria

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

4. Reduction in Non-Teaching Positions

When the number of employees in any of the following classifications is reduced, such employees shall be identified for change of status on a system-wide basis. If a choice needs to be made between two (2) or more such employees who are properly certificated and their training, experience, and individual qualifications are substantially equal, seniority in the position classification shall control the choice. Such classifications are counselors, teacher-librarians, librarians, psychologists, school social workers, and school nurses.

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

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

5. Re-Employment

An employee whose position classification has been changed as a result of these RIF procedures shall be offered re-employment to that position classification before such vacancy is filled by an employee who has not served in the position classification previously or a candidate not currently employed by the Cincinnati Board of Education. However, an exception to this is the district may hire teachers who have completed proper Montessori training to teach in a Montessori school, assigned to positions for which they are certificated/licensed. Selection of these new hires shall be consistent with Section 250.1.e.

If CFT and CPS mutually agree that a need exists for Paideia trained teachers to be hired during a time when RIF re-employment terms apply, CPS and CFT agree to re-open this section of the contract.

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

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

6. Effect of State Law

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

7. Re-Training

For those teachers laid off due to reduction-in-force the Board agrees to reimburse such teachers for tuition expenses up to a maximum of 12 semester or 18 quarter hours, provided the teacher completes the required coursework for a temporary teaching certificate in comprehensive science, secondary math, or other areas of certification which may be designated by the Director of Human Resources or his/her designee. If these re-training certification requirements are completed by September 1, 2000, 2001, 2002, the Board shall re-employ the teacher effective at the opening of the new school year.

The following provisions shall apply to such re-training opportunities:

a. Must be Willing to Accept Full-Time Position

Part-time teachers who are employed 50% of the time or more shall be eligible only if they are willing to accept, if offered, a full-time position.

b. No Interruption of Benefits

Teachers who are re-employed for the following school year shall suffer no interruption of health or term life coverage provided they complete the re-training by September 1, 2000, 2001, 2002.

c. Re-Training Agreement

Are-training agreement shall be signed by the teacher and the Human Resources Director or his/her designee.

d. Notice

The Board shall make every effort to notify teachers who will be subject to RIF procedures as soon as possible during the school year.

8. Priority as Long-term Substitutes

Teachers who have been RIFed shall be given priority for long-term substitute positions for which they are qualified.

§300

GRIEVANCE PROCEDURE

1. Definitions

a. Grievance

A "grievance" shall mean a complaint in writing that there has been an alleged violation, misinterpretation or misapplication of any provision(s) of this contract, which arose during the term of this contract or the predecessor contract. Such grievance shall be submitted on the prescribed form, which shall be available in the school office and from a Federation Representative.

b. Grievant

The "grievant" shall mean the teacher, teachers, or the Federation filing the grievance.

c. Days

The term "days," when used in this section, shall mean contract working days unless otherwise indicated. Thus, weekends, holidays, and vacation/recess days are excluded. Summer break is excluded except as indicated in Paragraph (2.h.), below.

2. General Provisions

a. Purpose

Good morale is maintained by sincere efforts of all persons concerned to work toward constructive solutions to problems in an atmosphere of courtesy and cooperation. The purpose of this procedure is to secure equitable solutions to problems at the lowest possible administrative level. The grievance proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.

b. Conference

Prior to the formalizing of any grievance into writing, the employee may request a conference with the supervisor for the purpose of presenting a complaint, as well as the possible resolution of the complaint. It shall be the employee's prerogative to have a Federation representative present at such conference or at any other step in the grievance procedure.

c. Federation Right

The Federation shall have the right to appear at any level of the grievance procedure and shall receive copies of all written decisions and records pertaining to the grievance.

d. Rights of Grievant/Representative

Every teacher shall be represented by the Federation in the grievance procedure. The teacher shall have the right to be present at any grievance discussion and shall be present at any grievance discussion when the Board and/or the Federation deem it necessary. When the presence of a teacher at a grievance hearing is requested by either party, illness or other incapacity of the teacher shall be grounds for any necessary extension of grievance procedure time limits.

The failure of the grievant to act on any grievance within the prescribed time limits will act as a bar to any further appeal and any administrator's failure to give a decision within the time limits permits the grievant to proceed to the next step. The time limits, however, may be extended by mutual agreement.

e. Protection of Grievant

An employee who participates or intends to participate in any grievance as defined herein shall not be subjected to discipline, reprimand, warning or reprisal because of such participation or intention. All documents, communications, and records dealing with the processing of the grievance shall be filed separately from the personnel files of the participant.

f. Hearings, Conference, and Processing

Hearings and conferences under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses entitled to be present, to attend and will be held, insofar as possible, after regular school hours or during non-teaching time of personnel involved. When such hearings and conferences are held at the option of the administration during school hours, all employees whose presence is required shall be excused, without loss of pay or benefits, for that purpose.

It is agreed that any investigation or other handling or processing of any grievance by the grievant or administration shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program and related work activities of school personnel.

g. Expediting Grievance

Grievances shall be expedited. Every effort shall be made to resolve grievances prior to the end of the school year in which the grievance was filed. The time limits specified may be extended by mutual agreement.

h. Reducing Time Limits

(1) If a grievance is filed which might not be finally resolved under the time limits set forth herein prior to the end of the school year, and which if left unresolved until the beginning of the following school year, could result in irreparable harm to those involved in the grievance, the time limit set forth herein shall be reduced so that the grievance procedure may be concluded prior to the end of the school year.

(2) If a grievance is filed prior to the end of the school year and cannot be resolved by the closing of that school year, the grievance procedure shall continue into the summer break with all time limits doubled.

(3) There shall be no arbitration during the summer unless both the CFT and the Board agree.

(4) Any complaint arising over the summer break which is not resolved before the beginning of the school year, may be filed as a grievance two weeks before the first day of school. All time limits shall be enforced at that time.

i. Labor Relations Administrator/CFT Field Representative Meetings

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

3. Procedure

a. Level One

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

b. Level Two

In the event a grievance has not been satisfactorily resolved at Level One, the Federation shall file, within ten days of the principal's or the appropriate administrator's written decision at Level One, a completed copy of the grievance with the Superintendent or his/her designee. Within seven (7) days after such written grievance is filed, the grievant, the Federation, and the Superintendent or his/her designee should meet to resolve the grievance. The Superintendent or his/her designee shall file his/her decision within five (5) days of the Level Two meeting and communicate it to the grievant and the Federation.

At the request of either the Board or the Federation, grievance mediation shall occur prior to the Level Two grievance conference. The Board and Federation shall agree, by October 1, 1994, on an agency, individual, or panel to provide such mediation services. The parties shall develop specific procedures for grievance mediation, with the assistance of the mediator.

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

c. Level Three

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

- (1) The Board and the Federation shall agree on a panel of five (5) arbitrators to hear and decide cases for one (1) year on a rotating basis.
- (2) The arbitrator selected to consider a particular grievance shall be that arbitrator next in order of rotation who can schedule the hearing with the parties within thirty (30) days.
- (3) The parties shall accept a date(s) offered within the 30 days or as soon thereafter as dates are available, unless the time limit is extended by mutual agreement. Unavailability of the parties' representatives shall not be a valid reason for refusing all such dates offered by arbitrators on the panel.
- (4) If more than one arbitration hearing is pending at any time, the date of the initial filing of the grievance shall determine the order of rotation of the arbitrators.
- (5) After any arbitrator on the panel has rendered an award, either party, within fourteen (14) days, may remove such arbitrator from the panel. In addition, if either party so requests by August 1 of any school year, one or more arbitrators shall be removed from the panel. In either event, the parties shall attempt to agree on additional arbitrator(s) to complete the panel. If the parties are unable to agree on additional arbitrator(s) within fourteen (14) days of the removal of an arbitrator from the panel, the parties shall request a list or lists, as the case may be, of seven (7) arbitrators each from the Federal Mediation and Conciliation Service. The parties shall then alternately strike names from the list(s) until the number of arbitrators remaining equals the number needed to complete the panel of five (5) arbitrators.
- (6) The arbitrator shall not have the authority to alter, modify, add to or subtract from any of the terms of this contract.
- (7) The costs for the services of the arbitrator shall be shared equally by both parties.
- (8) Post-hearing briefs, if any, shall be filed within twenty (20) days of the receipt of transcript, or within twenty (20) days of the close of the hearing if no transcript is ordered. The arbitrator shall render a

1 decision in writing within thirty (30) days after post-hearing briefs have been submitted or within thirty
 2 (30) days after the hearing, if no briefs are to be filed.

3 (9) The Arbitrator’s decision shall be final and binding upon the Board, Federation, and grievant(s). Within 30
 4 days after receiving an arbitrator’s written opinion, the Board of Education shall ratify and initiate
 5 implementation of the decision of the arbitrator.

6 d. Teacher Termination

7 Binding arbitration is provided at Level Two upon waiver of statutory proceedings by the affected teacher on all
 8 teacher dismissal cases. Dismissal of an apprentice teacher is covered under the provisions of TES guidelines, not
 9 by this provision.

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

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

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

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

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

24 At the hearing, the Superintendent, or his/her designee, shall summarize the teacher’s evaluation and the reasons
 25 for the non-renewal recommendation and shall present any supporting documentation or witnesses within two
 26 hours and the teacher shall have the opportunity to present his/her appeal along with any supporting
 27 documentation or witnesses within a two-hour period. The teacher shall have the right to representation by the
 28 Federation.

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

30 g. Alternate Procedure

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

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

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

47 The panel shall consider the documentary evidence, hear testimony from any witnesses offered by the parties, and
 48 render a final and binding decision, including an appropriate remedy, consistent with the terms of this contract, at

the close of the hearing. Neither party shall be represented by attorneys, except by mutual consent, but the grievant shall be entitled to representation by the Federation and the administration shall be appropriately represented. If any panel member has a conflict of interest in any grievance, they shall be temporarily replaced by the appropriate party.

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

4. Mediation for Lawsuits

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

5. Common Grievance/Arbitration Record

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

§400

PUPILS

1. Student Discipline

a. Compliance with District Code of Conduct and State Law

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.

b. Administrative Support of Teacher

The Board and Federation agree that consistent enforcement of clear and specific rules are vital to maintaining a safe and orderly learning environment. 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. Local School Behavior Plan

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.

The local school behavior plan shall be developed by the ILT and aligned with the current district strategies. Student representatives, where appropriate, shall be added. The plan shall be reviewed and approved annually, with or without revisions, by the ILT.

This shall be reduced to writing for the school and distributed to faculty on the first teacher workday of the school year and to students and parents by the first day of the second week of the school year.

e. Removal of Disruptive Students

A teacher shall have the right to remove from class pupils exhibiting disruptive behavior with reasons submitted in writing as soon as possible. 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. The right to remove students for cause extends to all curricular and extracurricular activities affecting teachers while acting in the course of their employment.

Once removed, a student will not be returned to class until disciplinary action has been determined, specified in writing.

f. Chronically Disruptive Students

The lead psychologist and/or the Student Services managers assigned to the Instructional Support Teams will work with the school psychologist and teacher(s) to develop a transition plan for students returning from A2E, A2S, and other non-school assignments that will include additional support services as determined to be appropriate. The same personnel will also work with teachers to develop appropriate strategies for tier 3 students who have exhibited persistent and disruptive behaviors.

CFT and the Board agree to work collaboratively to strengthen professional development and to expand alternative placement centers for chronically disruptive students within the law.

g. Student Discipline Reports

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

h. Assistance for Classroom Management

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

2. Teacher Assault by Student

a. Recommendation, Report, and Hearing

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

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

In the case of an assault on a teacher by a student, the Superintendent's designated hearing officer shall conduct the expulsion hearing and shall make a recommendation to the Superintendent. The teacher shall be notified of the date, time, and place of the hearing and shall have the right to be present. The teacher shall be entitled to representation by the Federation at such hearing. To the extent permitted by law, a student who the principal has recommended for expulsion may not return to school prior to the hearing. The hearing shall be conducted within 10 days of the student's suspension.

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

b. Assistance in Student Assault Cases

The Administration shall:

1. Obtain information from the building/unit administrator and investigating police officer concerning the case and designate a liaison between the teacher and all parties operating in the case.
2. Immediately notify the teacher of his/her right to file charges against the student, and to inform him/her of the procedure to be followed. If the teacher files charges against the student, a representative of the administration, upon request, shall be present for any court hearing or proceeding arising from the charge.
3. Provide the teacher with released time for court appearances stemming from his/her professional activities.
4. Ensure that the teacher does not lose compensation or accumulated leave.
5. Assist a teacher who is required to appear in court for an action taken in the exercise of duty to the extent of legal limits. In civil matters, the Board's insurance carrier shall represent the teacher through legal counsel and shall coordinate legal representation with attorneys appointed by the Federation or its insurance carrier. The teacher shall receive compensation for absence from duty for a court proceeding or administrative hearing when such an absence arises from a justifiable line of duty action on the part of a teacher.

3. Pupil Adjustment

a. Intervention Based Services and Supports

Each school should have a fully functioning intervention assistance team (IAT) that includes a general educator, intervention specialist, parent of the child in question, building administrator, and the appropriate related service provider, as needed. All activities related to the functioning of this team must be in compliance with the Ohio Operating Standards. All referrals for multi-factored evaluations will be consistent with the Ohio Model Procedures and the Operating Standards for Ohio's Schools Serving Children with Disabilities.

b. Multifactored Evaluation Referral

When a teacher submits a referral for multifactored evaluation and the Intervention Assistance Team deems it appropriate, a request for parent approval shall be sought immediately. If parental approval is obtained, the principal shall ensure that the forms are forwarded to the Department of Student Services.

c. Make-Up Work

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

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

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

d. Informing Teacher of Student Needs

All staff members who have a legitimate educational interest should be provided with information regarding a child's unique educational and behavioral needs. All staff members will respect the confidentiality rights of all students.

e. Informing Teacher of Problem

A teacher who is assigned a pupil known to have a physical, social or emotional problem shall be informed by the administrator or counselor of the nature of the problem. The teacher shall also take reasonable steps to understand the nature of the problem and work with the student in a professional manner.

f. Administrator Present in Building

For the protection of both pupils and teachers, there shall be an administrator or his/her designee present when the building is open. If the building administrator is absent longer than five days and if his/her designee is a teacher, that teacher shall be relieved of teaching responsibility.

g. Student Absence

Progress reports shall include a mark or symbol to indicate that a student was denied credit or is failing due to excessive absence.

h. Grading and Promotion

Teachers are responsible for the assignment of quarterly grades, the assignment of rubric scores and portfolio scores on promotional grids and promotion or retention decisions as well as placement decisions at non-promotional grades. Teachers and district administration shall communicate to students and their parents the performance standards students must meet, the meaning of district assessment scores and how grades and rubric scores are determined. Teachers are expected to have documentation for grades and rubric scores assigned.

The teacher's promotion/retention decision (K-8) or report card grade may not be changed by the principal. If a dispute arises, the teacher and principal shall attempt to resolve it through a collaborative effort between all parties involved. However, if the dispute is not resolved and the principal believes that the teacher's grade or decision is in violation of district policy or is not justified, the principal may request that the Department of Quality Improvement appoint a district audit team composed of teachers. The team shall examine the teacher's documentation and may, if additional evidence is needed, evaluate the student's proficiency using teacher certifiable and/or product rubrics by examining the student's portfolio as well as other student work the teacher may have. Audit teams shall be trained by the Department of Quality Improvement and shall apply defined procedures and criteria, including district curriculum and promotion standards. Such procedures and criteria shall be made available to the parent(s), principal and teacher involved in any grading or promotion/retention dispute upon request. The audit team may uphold or modify the grade or promotion/retention decision. Decisions of the audit team are final.

The administration shall ensure that every teacher assigned to a teaching position that requires completion of promotion grids shall complete appropriate training in regard to district promotion standards and the use of such grids. Such training shall also be made available to any other teacher who requests it.

i. Due Dates for Grades

Quarter and semester grades and attendance reports shall not be due in the school office before noon on the second teacher workday following the last workday of each quarter, except that fourth quarter grades and reports may be due at the end of fourth quarter Records Day.

j. Pupils in Building

All pupils who are not under the direction of a staff member or Board designee shall be out of the building within fifteen (15) minutes of the close of school.

k. Student Transportation/Excess Liability Insurance

The Board shall continue to provide the excess liability insurance coverage for a teacher in his/her automobile whenever that teacher transports a student(s) in his/her automobile in the course of any school related activity.

l. Student Cumulative Records

Student cumulative records for students changing from one Cincinnati Public School to another shall be available in the receiving school not later than 10 working days after the student has been enrolled. Upon receipt of the cumulative record for the student, the teachers of the student shall be notified.

1. Teacher/Pupil Ratio

The Board will establish a system-wide teacher/pupil ratio of 51 or 51.5 teachers, subject to final review and agreement by the parties, including educational service personnel, per 1000 regular program pupils based on an average daily membership (1/2 kindergarten membership and membership in grades 1 through 12 in regular programs, all as defined in Section 3317.02, et seq. of the Ohio Revised Code) as of the first full school week on October of each school year.

2. Class Size Reduction

The Cincinnati Public Schools respect the research that suggests that small classes in early grades have lasting benefits on student achievement. The class size in the primary (K-3) grades would be 18 to 1 (ratio not implied) with an IA added in each class that reaches 19 students and a cap of 25 students in individual teachers' classrooms. Overload pay will be given to these teachers for classes with 26, 27, and 28 students beginning the third quarter, and no primary classroom will exceed 28 students during the second semester. Every effort will be made to minimize multi-age/combination classes with the exception of Montessori Schools or any other planned and properly approved multi-age/combination program focus.

3. Class Size Limits

<u>Teachers</u>	<u>Limit</u>
K-3 Academic	18
K-3 Academic with IA	19 - 25 (1 st semester)
*New Teacher Added	26 (1 st semester)
K-3 Academic with IA	19 - 28 (2 nd semester, 26 – 28 overload pay)
*New Teacher Added	29
<u>K-3 Specialist</u>	<u>28</u>
4-8 Academic	28
4-8 Academic with overload pay	30
4-8 Academic with IA	32
*New Teacher Added	33
<u>4-8 Specialist</u>	<u>34</u>
9-12 Academic	30
9-12 Specialist/Elective	34

In grades 7-12 no more than 150 students per day shall be assigned to any academic teacher. Specialists who teach 5 periods shall be assigned no more than 180 secondary students per day. Specialists who teach 6 classes shall be assigned no more than 200 secondary students per day.

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

For reasons of health and safety of students, Industrial Arts classes shall be treated as an academic class for the purpose of class size.

No teacher in grades 4 through 12 shall be assigned more than 4 students above the limit. Teachers in grades 4-12 who are assigned 3 to 4 students above the limit shall be assigned an instructor assistant and the right to receive any overload payment shall cease.

Teachers in grades 4-12 who are assigned 1 to 2 students over the limit shall receive an overload payment of \$135.00 per student per instructional hour per year at the conclusion of the school year.

Overload determination begins when the class size reaches the minimum number listed below:

- a. grades 9-12 Class size (academic) 31 – 32
- grades 9-12 Class size (specialist) 35 – 36
- grades 4-8 Class size (academic) 29 – 30
- b. For a teacher to qualify for overload payment in sub-paragraphs © and (d) below, the above class sizes shall have been met for at least one-half of a quarter.
- c. If the teacher has the student less than five and one-quarter hours per day, the \$135 rate per student is pro-rated.
- d. The \$135.00 overload payment in grades 7-12 is established for each student, seen one period per day, all year long. Students seen less that five periods per week will be pro-rated as a fraction per week and/or the full year, whichever is applicable.

Class size limits shall not apply to band and choir.

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

4. Enforcement Procedures

Enforcement procedures for class size limits shall be as follows:

The Teacher Allocation Committee shall continue to monitor class size at all district schools and shall advise the schools on steps they can take to correct violations of class size limits. The committee may authorize re-assignment of teachers through the third Monday after Labor Day. In exceptional cases where a school is unable to organize classes within the limits, the committee shall have the authority to allocate additional funds above per pupil allocations up to a district wide limit of \$700,000.

The Board shall not be obligated to provide more than \$115,560 in overload payments annually.

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

A grievance may be filed on adherence to the process, on hiring at the ratio in §500.1 above and on establishing a reserve pool, but not on the educational soundness of a decision to allocate or not to allocate any teachers to any school. A grievance cannot be filed on an issue as to which the committee was unable to reach a decision.

§605

EDUCATIONAL SUPPORT PERSONNEL (ESP)

1. General Coordination of Support Staff

a. Caseload

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

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

b. Facilities

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

2. Speech Pathologists

Speech pathologists shall receive 7 hours released time for every increment of 30 students for the purpose of preparing IEP's, rounded to the nearest one half day. Speech pathologists shall have the same preparation time as load bearing teachers.

3. School Psychologists

a. Vacancies, Transfers, and Assignments

There are presently three general categories of School Psychologists.

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

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

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

4. School Social Workers

Any extension to the 191-day contract of educational support personnel is at the discretion of the school hiring the person and/or the district for specific assignment.

At a minimum each school shall have access to social worker, counselor services or lead SSW at .2 (2/10)

5. Other Staff

Occupational therapists, physical therapists, audiologists and orientation mobility instructors shall provide service and supports to students in accordance with the Operating Standards for Ohio's Schools Serving Children with Disabilities. Occupational therapists, physical therapists and orientation mobility instructors shall have the same preparation time as load bearing teachers.

§610

SPECIAL TEACHERS

1. Special Education

All Intervention Specialists shall provide a wide array of supports and services within a comprehensive service delivery model as outlined in the Operating Standards for Ohio's Schools Serving Children with Disabilities. A wide array of supports and services (direct and indirect) includes but is not limited to the following: consultation, individual instruction, large group instruction, small group instruction, whole class instruction, team-teaching, inclusive practices, etc. Intervention Specialists shall be afforded the same rights and responsibilities as all other bargaining members.

Related Services	School-Age	OR	Preschool
Adapted PE	100		100
Audiologist	100		75
Occupational Therapist	50		40
Orientation & Mobility	50		40
Physical Therapist	50		40
Speech-Language Pathologist (1:2000 students)	80 50 (MD, HI, and/or OH/OHI)		50
School Psychologist (1:2500 students)	125		75
Work/study Coordinator	75		NA
Vocational SE Coordinator	50		NA

1
2
3
4
5
6
7
8
9
10
11
12

a. Intervention Specialists’ Curriculum Council

The Intervention Specialists’ Curriculum Council shall represent teachers in development of the district’s annual special education plan. However, general education teachers shall be involved in the design of building based service delivery models. Further, the Curriculum Council Steering Committee or its designee(s) shall meet regularly with the district administrator from student services to address service delivery, compliance issues, program quality and other teacher concerns.

b. Service Delivery

The number of students served in or assigned to a special education classroom period/teacher or a preschool disability class/teacher shall not exceed the limits set by the Ohio Department of Education (ODE). Currently, ODE limits are:

Disability Category Assigned	Maximum Number to be Served by School Level		Maximum Number to be Served During Instructional Period		Age Range per Instructional Period Shall Not Exceed
	Elementary, Middle	High School	Elementary, Middle	High School	
Cognitive Disabilities	16	24	12	16	60 months
Specific Learning Disabilities	16	24	12	12	60 months
HI, VI, OI, OHI	10	10	8	8	48 months
ED*	12	12	10	10	48 months
MD**	8	8	(8)	(8)	60 months
AU/DB/TBI**	6	6	6	6	60 months
Multiple Categories (Formally Cross Categorical)	16	24	***	***	Not specified

13 *Requires plan for classroom management and crisis intervention support. In the absence of a plan, at least
14 one full-time paraprofessional is required in each special class.
15 **At least one full-time paraprofessional is required in each special class.
16 ***See weighted instructional formula

Maximums for cross-categorical classrooms/teachers shall be determined in the following way. Each student shall be weighted according to his or her disability, based on the table below. The total instructional limit for a cross-categorical classroom/teacher may not exceed 100.

17
18
19
20

	Weight per Student	Instructional
1	MD (K-12)	12.5
2	HI (K-12)	12.5
3	VI (K-12)	12.5
4	OI/OHI (K-12)	12.5
5	ED (K-12)	10.0
6	CD (K-8)	8.33
7	CD (9-12)	6.33
8	SLD (K-8)	8.33
9	SLD (9-12)	8.33
10		
11		

12 One instructional assistant is to be assigned to the instructional classroom of the intervention specialist, where
 13 there is a combination of one or more Emotionally Disturbed students with one or more Orthopedic, Other Health
 14 Impaired or Multiply Disabled students any one of whom is designated as medically fragile.

15 No more than six students with disabilities shall be assigned to a general education class for inclusion unless some
 16 staff assistance is provided to assist the general education teacher.

17 c. Placing Students in Classes

18 All students with disabilities should have an active and up-to-date IEP that outlines all provisions regarding their
 19 special education and related services. Students with disabilities shall not be placed in a special education class
 20 unless there is written documentation of the student's disability and the student has, at minimum, a temporary IEP.
 21 The placement team shall then write an IEP within the time specified in applicable state regulations.

22 Primary and intermediate *students with disabilities* shall not be assigned to the same special education
 23 instructional period.

24 The Department of Student Services compliance administrator shall employ teachers as needed, at the extended
 25 employment rate, to assist with placement of units and students and with other compliance activities. Intervention
 26 Specialist lead teachers shall have preference for these assignments.

27 d. IEP's

28 Intervention Specialists are responsible for facilitating the annual completion (throughout the school year) of all
 29 Individual Education Programs (IEPs) for every student on their caseload. All IEPs are to be submitted by the
 30 annual due date to the Department of Student Services immediately upon completion. Each intervention specialist
 31 who is responsible for preparing more than six IEP's shall be assigned two "IEP workdays" annually, during
 32 which a substitute teacher will be provided. These workdays are to provide time for the intervention specialist to
 33 prepare for and/or participate in IEP conferences and shall be scheduled prior to the deadline for submission of
 34 IEP's.

35 Further, any teacher responsible for writing IEP's in excess of the enrollment limit as of February 1 shall be
 36 entitled to an IEP workday in addition to the two (2) days provided by e. above.

37
 38 e. Alternate Assessments
 39

40 The district will offer a half-day of training on the alignment of IEPs, academic standards, and alternate assessments at
 41 the beginning of the school year. In addition, a full day will be offered by the district for professional development or
 42 completion of alternate assessments, centrally or at the school, as deemed appropriate by the teacher. Class coverage
 43 will be provided by the school for both sessions, prior to the due date for submitting alternate assessments.

44 f. Case Coordinators

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

49 A credentialed lead teacher (intervention specialist) or a lead counselor, school social worker, or school
 50 psychologist shall receive priority consideration for the position. If none are available, an intervention specialist, a

counselor, school social worker, speech-language pathologist, or school psychologist shall be appointed. If none are available, a general education teacher may be appointed.

Case coordinators shall be appointed from applicants by a selection panel appointed by the ILT, which includes the principal, intervention specialist and general education teacher(s).

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

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

Case Coordinators shall be paid from a pool of money in an amount to be negotiated by the parties by June 30, 1997.

The administration shall collaborate with members of CFT for the purpose of reviewing the case coordinator position and recommending improvements. In the absence of an agreed upon resolution, the existing contract will remain in effect.

g. Special Education Reopener

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

2. Career Technical Education

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

3. Pre-School Teachers

a. Teacher Workday

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

b. Benefits and Leave

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

c. Salaries

Pre-school instructors shall be placed on Salary Schedule C under the same provisions as other teachers.

d. Budget

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

e. Seniority

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

- i. total number of years of continual service in the CPS as a pre-school instructor or contract teacher
- ii. total number of years in the building of current placement
- iii. total number of years in a pre school program (e.g. ESEA Chapter I, Headstart, or others)

f. Grant Opportunities

The Board and Federation agree to develop a district-wide Preschool Advisory Committee to review grant opportunities and funding implementation on an annual basis.

g. Pre-School Re-opener

Due to the many changes in state and federal requirements for preschool under consideration, the board and CFT agreed to include a re-opener in the contract if needed to enable CPS to apply and compete successfully for grants to preschool programs.

4. Work-Study Coordinators

Work-study coordinators shall work 5 days following the close of school. The schedule for such days shall be approved by her/his supervisor. By September 20, each work-study coordinator shall identify 5 days during the school year s/he will not report to school subject to approval of their supervisor. Otherwise, the supervisor of the work-study coordinator shall identify the 5 days. No two days may fall in the same month nor be consecutive. Other than for reasons of separation, the work-study coordinator shall receive paychecks and accrue sick leave as if those days had been served.

5. Summer School Teachers

a. In schools that operate a summer school program for their own students, principals shall select teachers for summer school positions from among applicants within the school. Positions not filled by teachers at the school shall be announced throughout the district. Preference shall be given to lead and career teachers with the appropriate certification, teaching within the level.

For any summer school program operated by the district, positions will be announced throughout the district and teachers shall be selected on a district-wide basis. Preference shall be given to lead and career teachers with the appropriate certification, teaching within the level.

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

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

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

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

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

If a reduction in the number of summer school teachers at a school becomes necessary after the beginning of summer school, the teachers shall be released from the school on the same basis as above.

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

h. In addition to the above, the following contract provisions apply to summer school teachers: §§100, 110, 120, 130, 140, 160, 180, 200.1, 215 (1, 2, 3, 5), 240, 260, 300, 400, 500, 800, 810, 820, 900.

§620

SUBSTITUTES

1. Definition

a. Class I _____ Daily Rate Substitute

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

b. Class II Daily Rate Substitute

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

c. Class III Daily Rate Substitute

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

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

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

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

d. Class IV Daily Rate Building Substitute

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

e. Class V Long-term Substitute

§620.10.a defines long-term substitutes and sets forward terms and conditions of employment. Long-term substitutes are automatically terminated at the end of the school year.

f. Hourly Rate

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

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

2. Workday

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

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

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

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

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

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

d. When the principal assigns a substitute teacher additional time to confer with the absent teacher prior to or following a period of absence, such time will be paid at the substitute teacher’s current daily rate.

e. Records Day

If a substitute teacher is assigned to grade exams, compute quarterly grades, or attendance records for an absent teacher, s/he will receive one half-day’s pay.

f. At a school, Class I Substitutes shall be placed in the assignments for which they were called, unless:

- (1) reassigned in the same area as the original assignment. Areas are defined as academic, non-academic, or special education.
- (2) assignment for which called is no longer available.
- (3) called for one-half day but full day assignment is now available.
- (4) an insufficient number of substitute teachers are available in the building
- (5) reassigned in the substitute teacher’s area of certification
- (6) no specific assignment was designated

If the above conditions are not met, the substitute teacher may accept reassignment or “call in pay” as described above.

g. §220.8.a (1), (2), (3), (4), Par 1 shall apply to building substitutes (Class IV) and Class II substitutes. §220.8.a (5) shall apply to building substitutes only on a voluntary basis.

h. Call in Pay

If a substitute teacher is assigned and subsequently not needed, an attempt will be made to reassign the substitute teacher. If a reassignment is not available, the substitute teacher will be compensated for one-half day. The principal may provide one-half day of appropriate work for the substitute teacher to perform with pay.

Class I and Class A substitutes may refuse reassignment without affecting their call in pay.

3. Evaluation and Career Plan

a. Evaluation

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

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

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

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

b. Voluntary Evaluation

A Class III substitute may request that a substitute performance evaluation be completed provided that the substitute serves at least 30 days at the school during the school year or serves in a LTS assignment 30 days or more. The evaluation may be requested from up to two principals per school year and must be requested no later than ten days after completion of the 30 days provided the substitute is assigned in the building at least five days after the request. Such evaluations may be completed at various times during the school year but may not be requested after May 1. A building substitute may request an evaluation from his/her principal for the school year no later than November 30.

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

c. Daily Reports

By September 1994, the Board and Federation will develop a two-part report whereby teachers and substitutes can share information regarding workday(s).

d. Appointment/Discipline/Dismissal

All substitute teacher appointments shall be for a school year or a portion thereof remaining after the date of appointment with no expectation of continuing employment. Discipline and dismissal of substitute teachers during the course of a school year shall be in accordance with §215 Par (1, 2, 3, 5). Adherence to the procedures described in this section is subject to the Grievance procedure. However, a substitute teacher may not file a grievance challenging the Board's decision to dismiss said teacher.

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

e. Training and Advancement

An inservice training program committee shall be developed for substitute teachers. The district-wide substitute representatives shall provide recommendations regarding the content and other arrangements. If offered beyond the workday, inservice sessions shall be voluntary, or, if attendance is required, paid at the substitute's hourly rate.

f. Continuing Education

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

g. Advancement

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

h. Career Plan

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

- 1) Certification
- 2) Experience
- 3) Voluntary evaluations or observations
- 4) Recommendation

4. Sick Leavea. Building Substitutes

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

b. Other Daily Rate Substitutes

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

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

c. Sick Leave Conversion

Substitute teachers will have sick leave conversion upon retirement, pursuant to §700.4.s at the substitute's final daily rate of pay, but may not convert accumulated sick leave transferred from another employer.

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

5. Attendance Incentives

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

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

6. Appearance in Court

Class III, IV, and V substitute teachers who are absent in response to a subpoena in a (1) a court proceeding, or (2) an administrative hearing, in which neither the substitute teacher nor a labor organization recognized by the Board is a party, shall incur no loss in pay, benefits, or accrued leave subject only to a deduction of the amount of any witness fee or other compensation in excess of \$35 per day. §230.16.b shall also apply to daily rate substitute teachers. If the absence is longer than one day, pay shall be based upon the average percentage of days worked during the previous two pay periods.

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

7. Fringe Benefits

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

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

c. There shall be a separate property damage fund for daily rate substitutes of \$1,000 per year. This fund shall be administered pursuant to §700.4.s If a surplus remains in the regular teacher fund, substitute teachers may apply for such surplus.

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

8. Daily Rate Substitute Teacher List

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

9. General Provisions

In addition to paragraphs 1 through 8 of this section above, the following provisions of this contract apply to daily rate substitutes: §100 Term of Contract; §110 Recognition; §120 Fair Practices; §130 Federation Rights; §140 Personnel Files; §150 School Leadership; §160 General Provisions; §180 School Budgets; §220 Teaching Assignments, Par 6, 8, and 11; §230 Teacher Absence, Par 18; §240 Teaching Conditions; §300 Grievance Procedure; §400 Pupils; §700 Salaries/Fringe Benefits, Par 2,p and r, §800 Board Authority; §810 Amendment; §820 Legality; §900 Term of Contract; and other provisions which are expressly applicable to daily rate substitutes or a particular class of daily rate substitute. No other provisions apply.

10. Long-Term Substitute Teachers

a. Definition

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

b. Conditions for Employment

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

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

c. Dismissal

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

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

d. Qualifications for Contract

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

e. Evaluation

Long-term substitute teachers shall be appraised using the substitute teacher evaluation process. However, long-term substitute teachers employed prior to December 1 shall be appraised using the standard evaluation process.

f. Priority for Re-Employment

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

g. Salaries and Fringe Benefits

Long-term substitute teachers' salaries and fringe benefits are governed by the provisions of the Collective Bargaining Contract applicable to contract teachers.

11. Building Substitutes

An elementary school's ILT may requisition a building substitute or arrange to share a building substitute with another school, using its budget allocation.

12. Availability of Substitutes

The parties recognize that maintaining an adequate pool of qualified substitute teachers requires continuous effort. The Board shall actively recruit substitute teachers, including advertising in newspapers of general circulation.

§700

SALARIES AND FRINGE BENEFITS

1. Salary Increases

All salary schedules shall be increased by 1.0% effective January 1, 2007, except Schedule E.

All salary schedules shall be increased by 2.0% effective January 1, 2008, except Schedule E.

There will be an economic re-opener on January 1, 2009.

a. Career Teacher Increment

The annual salaries of teachers who qualified for the career teacher increment under the Career in Teaching Program Agreement between the parties, as amended by the parties June 14, 1999 Budget Reduction Agreement, shall be increased by \$1000, in addition to any lead teacher increment. However, no additional teachers may qualify for the increment after September 1, 2000.

b. Teacher Pay for NTBC/Professional Certification

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

- Speech-language pathologists with national certification from the American Speech, Language, and Hearing Association are eligible for a \$1,000 stipend.

Pending the availability of new, additional operating funds, a \$1000 stipend will be available for the following:

- Occupational Therapists with certification from American Occupational Therapy Association, Inc.;
- Physical Therapists with certification from American Board of Physical Therapy Specialists;
- School Psychologists with certification from National Association of School Psychologists; and
- School Nurses with certification by the National Board for Certification of School Nurses.

c. Training Increments

The annual salaries of teachers who complete 100 hours of required or inservice instruction shall be increased by \$750. The annual salaries of teachers shall be increased by an additional \$250 for each 100 completed additional hours of such instruction. The increments shall be effective at the beginning of the school year following completion of the coursework. However, no additional teachers may qualify for the increment after September 1, 2000.

d. Physical Therapist

Beginning with the ratification of the 2004 contract, Physical Therapists will be hired at step four. Physical Therapists who have not reached step four prior to the ratification of the 2004 contract will be moved to step four.

e. Recruitment and Retention

The Superintendent or his designee may declare areas of shortage. Upon declaration, incentives to hire and retain teachers or related services staff in areas may be implemented by the Department of Human Resources. These may include:

- The November 2001 reimbursement program for teachers whose certificates are in a shortage area, when these teachers agree to be employed in the shortage area for at least three years in the district.
- Placement of new hires on the salary schedule for their level of experience up to 17 years of service when there is a 3-year agreement to be employed in the district.
- The Department of Human Resources may place speech-language pathologists and occupational therapists at step four if shortages exist.

In addition, the 2001 reimbursement program detailed below remains an option to be decided by Human Resources:

For new hires in the areas of identified teacher shortages, the district shall provide up to \$2,000 per year, for up to three years for a maximum of \$6,000, in areas of mathematics, science, and special education or other declared areas. This includes Professional Practice School interns. Current employees who completed re-certification in the areas of identified teacher shortages during the 2000-01 school years, and began teaching classes are also teaching classes in the areas of need. New hires returning to CPS after a hiatus of one or more years would be eligible to receive the incentive. These incentives will be contingent upon using the funds for the purposes listed below and subject to submission of receipts:

- Professional development for courses that improve one's knowledge of subject taught
- Tuition reimbursement for courses that improve one's knowledge in the subjects taught
- To repay student loans
- To reimburse new hires for expenses associated with relocation

2. Salary Schedule

a. Initial Position on Salary Schedule

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

- (1) One (1) year of credit for each year of teaching experience up to a maximum of ten (10) years of which no more than three (3) years may be substitute teaching experience.
- (2) Allowance for military service shall be made on the basis of one (1) year of credit for each year of military service up to a maximum of six (6) years.

- (3) Allowance for a combination of prior teaching and military service shall be made on the basis of one (1) year of credit for each year of military service up to a maximum of six (6) years, and prior teaching experience up to a maximum of ten (10) years.
- (4) School nurses shall receive credit for each year of school nursing experience up to a maximum of ten (10) years.
- (5) In determining the initial salary of a teacher of trade and industrial career technical subjects, a year of work experience, either at the apprenticeship level or beyond, shall be accepted as a substitute for a year of college or university work, and a total of four (4) years of such work experience, or of four (4) years of college or university training and work experience combined, shall be accepted in lieu of college graduation. Any year of work experience above the apprenticeship level, which is not used for satisfying the college graduation requirement, shall be accepted in lieu of teaching experience provided such work experience shall have been directly related to the specific career technical field in which the person is assigned.
- (6) Part-time experience shall be credited for initial placement on the salary schedule and for annual service increments as follows:
 - (a) One full year of credit for regular full-time service of 120 days within a given school year;
 - (b) One-half year credit for regular full-time service between 60 and 119 days within a given school year;
 - (c) No credit shall be given for less than 60 regular full-time days of service;
 - (d) Annual service increments shall be given only at the beginning of a school year;
 - (e) Credit for one-half year of service shall carry forward until a full year of credit is earned and given on the schedule;
 - (f) Part-time teachers (those appointed for a fraction of the workday) shall receive experience credit on a pro rata basis.

b. Increments

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

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

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

For non-classroom teachers for whom there is not yet an evaluation instrument, those qualifying for the first time for the following experience or longevity steps shall be required to obtain a satisfactory or better rating on a performance evaluation completed during the first, third, and fifth year of employment and the year prior to the effective date of the increments at steps 17, 22, and 27. A teacher shall be denied an increment due to a less than satisfactory evaluation and has the right to challenge the evaluation through the grievance procedure. Further, such teacher shall be re-evaluated during the next school year or the next evaluation cycle, whichever comes first. Upon a satisfactory or better evaluation, the teacher shall be advanced on the salary schedule based on full credit for his/her experience. A teacher who is placed in the Intervention process by the Peer Review Panel shall not receive a longevity increment unless and until s/he completes the process with a satisfactory or better rating. No teacher shall be denied a salary increment due to the administration's failure to conduct a scheduled evaluation.

c. Initial Position on New Salary Schedule

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

- (1) All teachers in their first year of employment with the District and their first year of teaching beginning 2000-01 will participate in the Teacher Evaluation System. The results of that evaluation will determine the teacher's placement on the new salary schedule for the 2002-03 school year. All teachers in the first year of their teaching career will be placed at the apprentice level.

(2) Effective 2002-03 teachers new to the district, but with 2-5 years of successful experience will be placed at the novice level on the new salary schedule. Teachers new to the district with more than five years of successful experience will be placed at the career level on the new salary schedule. Teachers with six to seven years of experience will be placed at career level, step 1 on the new salary schedule. Teachers with more than seven years will be placed at career level, step 2 on the new salary schedule.

(3) School nurses shall receive credit for each year of school nursing. That experience is credited the same as prior teaching experience as defined in (2) above.

(4) In determining the initial salary of a teacher of trade and industrial vocational subjects, a year of work experience, either at the apprenticeship level or beyond, shall be accepted as a substitute for a year of college or university work, and a total of four (4) years of such work experience, or of four (4) years of college or university training and work experience combined, shall be accepted in lieu of college graduation. Any year of work experience above the apprenticeship level, which is not used for satisfying the college graduation requirement, shall be accepted in lieu of teaching experience provided such work experience shall have been directly related to the specific vocational field in which the person is assigned. That experience is credited the same as prior teaching experience as defined in (2) above.

(5) Part-time experience shall be credited for initial placement on the salary schedule and for annual service increments as follows:

- (a) One full year of credit for regular full-time service of 120 days within a given school year;
- (b) One-half year credit for regular full-time service between 60 and 119 days within a given school year;
- (c) No credit shall be given for less than 60 regular full-time days of service;
- (d) Annual service increments shall be given only at the beginning of a school year;
- (e) Credit for one-half year of service shall carry forward until a full year of credit is earned and given on the schedule;
- (f) Part-time teachers (those appointed for a fraction of the workday) shall receive experience credit on a pro rata basis.

d. Movement through the Schedule

Salary increments become effective at the beginning of each contract year-

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

3. Provisions Applying to the Salary Schedules

a. Appendix A

The salaries of teachers covered by this contract are set forth in Appendix A, which is attached hereto and made a part of this contract. Teachers shall be placed at the appropriate step.

Personnel on yearlong Schedule E contracts will be paid quarterly. All others will be paid when contracts are completed.

b. Term of Service

All personnel included under this salary schedule have an annual term of service as per the teacher's individual contract.

c. Pay Plans

Twenty-six (26) checks delivered every other Friday year-round, beginning with the fourth Friday of the school year, each for a uniform amount, except for the first pay of the year to be paid on the second Friday of the school year which will be of non uniform amount; or

Twenty-one (21) checks delivered every other Friday from the opening of school through the end of school, beginning with the fourth Friday of the school year, each for a uniform amount, except for the first pay of the year to be paid on the second Friday of the school year which will be of non uniform amount.

Deductions from paychecks shall be made, whenever possible, in uniform amounts. At the employee's option, final paychecks of the 21-check plan shall be delivered to the teachers on the Friday that is at least one week following the last working day of the school year.

The above pay plans shall not be construed so as to limit or restrict the board's authority to establish and amend the school calendar or to open and close schools in accordance with state law.

d. Effect of State Mandates on Salary

Any state mandated salary increase shall be part of, and shall not be in addition to, any salary increase resulting from the application of this Article.

e. Pay for Workshops

The Board shall develop a process in consultation with the CFT to expedite the payment for workshops and other inservice activities so that participants are paid within 45 working days of the activity. The process shall include a mechanism for partial payment for continuing programs that go beyond 45 working days.

f. Emergency School Closings

In explanation of Board policy, where the Superintendent has authorized the closing of school due to an emergency condition, an employee shall receive pay for such day where the employee would otherwise have been in pay status, whether or not the employee has been reassigned to another location. Such pay shall not be charged to any accrued leave. All bargaining unit members shall be treated the same on declared snow days.

g. Montessori Teacher Training

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

4. Medical, Prescription and Dental Coverage

a. Medical and Prescription Plans

Employees electing medical coverage shall choose a Health Maintenance Organization (HMO) or a Point of Service (POS) medical plan. Coverage shall be equivalent to or better than Humana of Ohio's New Health HMO and Co-Choice POS plans, respectively, as described in the attached plan designs, including prescription drug coverage.

b. Board Contributions

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

For employees appointed for less than six-tenths (.6) time, the Board shall pay one-half (1/2) the cost of single, two person or family coverage.

c. Right to Opt-Out

An employee may decline medical coverage through the Board's Plan. The Board may request proof of alternative coverage. The Board shall pay an employee declining coverage under the Board's Plan \$50/month if eligible for two-person coverage and \$100/month if eligible for family coverage.

d. Dental Plans

Employees shall also be eligible for dental coverage on the same basis as described above. Coverage shall be equivalent to or better than Dental Care Plus DMO, as described in the attached plan design

e. Vision Care

A vision care plan will be introduced on January 1, 2004. A plan design shall be attached to the Agreement at that time.

f. Employee Contributions

The medical/dental chart for 2007-09 on this page supersedes any language in this agreement to the extent any inconsistencies exist.

The monthly employee contribution for coverage under Board group medical and dental plans shall be as set forth on the attached schedule. The Board shall establish a \$125 Plan that will treat employee contributions as pre-tax payments. As of July 1, 2007, a Working Spouse Provision is also being established - Spouses of employees who (1) are employed and (2) are eligible for any other employer sponsored health coverage costing less than \$150.00 per month (least expensive option from that employer) cannot be enrolled as a dependent under the CPS health plan unless he/she also selects his/her employer's health care plan. The CPS health plan will include coordination of benefits (COB) equal to the current COB provision in place. In such cases, however, employees may continue to cover their spouses under the Board's Family or Employee + 1 plans, subject to COB. CPS will conduct a dependent eligibility audit with an amnesty period prior to January 1, 2008 (or as soon after January 1, 2008 as administratively feasible). If a spouse is not subject to the Working Spouse Provisions due to items (1) and/or (2) above not being met, the Spousal Premiums shown in the Spousal Premium section below will continue to apply, as set forth on the schedule.

Employee Contribution
As Percentage of Base Salary*

	Single	Employee + 1	Family
Co-Choice	0.788%	1.575%	2.206%
New Health	0.797%	1.594%	2.232%

* for employees with identical medical/dental coverage tiers

Medical, Prescription, Employees Assistance Program and Dental Coverage Changes

Rx Co-Pay	July 1, 2007		January 1, 2008		January 1, 2009	
	Co Choice	New Health	Co Choice	New Health	Co Choice	New Health
Generic	\$10	\$10	\$10	\$10	\$10	\$10
Name Brand	\$30	\$20	\$30	\$20	\$30	\$25
Non Formulary	\$50	\$40	\$50	\$40	\$55	\$45

If out-of-network pharmacies are used, a 30% coinsurance applies after copay

Mail-Order Rx Copay Limit	July 1, 2007	January 1, 2008	January 1, 2009
	2 times retail copay	2.5 times retail copay	2.5 times retail copay

All Rx tiers and coverage conditions are converted to Humana's standard Rx3 formulary (except diabetes supplies – see below)

Office Visit Co-Pay (includes chiropractic, vision/hearing exams and ST/PT/OT) (In-Network)	July 1, 2007		January 1, 2008		January 1, 2009	
	Co Choice	New Health	Co Choice	New Health	Co Choice	New Health
Primary (PCP)*	\$20	\$20	\$20	\$20	\$25	\$25
Specialist	\$40	\$40	\$40	\$40	\$45	\$45

<i>Office Visit Co-Pay (In-Network) Continued</i>	July 1, 2007	January 1, 2008	January 1, 2009
* PCP Includes OB/GYN	Effective July 1, 2007		
* PCP Includes Endocrinologist		Effective January 1, 2008	

<i>Deductibles (In-Network)</i>	July 1, 2007		January 1, 2008		January 1, 2009	
	Co Choice	New Health	Co Choice	New Health	Co Choice	New Health
<i>Single</i>	0	N/A	\$100	N/A	\$150	N/A
<i>Single + One</i>	0	N/A	\$200	N/A	\$250	N/A
<i>Family</i>	0	N/A	\$200	N/A	\$250	N/A

<i>Deductibles (Out-Of-Network)</i>	July 1, 2007		January 1, 2008		January 1, 2009	
	Co Choice	New Health	Co Choice	New Health	Co Choice	New Health
<i>Single</i>	0	N/A	\$300	N/A	\$350	N/A
<i>Single + One</i>	0	N/A	\$600	N/A	\$650	N/A
<i>Family</i>	0	N/A	\$600	N/A	\$650	N/A

<i>Out of Pocket Limits (In-Network)</i>	July 1, 2007		January 1, 2008		January 1, 2009	
	Co Choice	New Health	Co Choice	New Health	Co Choice	New Health
<i>Single</i>	\$1000	\$1000	\$1200	\$1000	\$1200	\$1500
<i>Single + One</i>	\$2000	\$2000	\$2200	\$2000	\$2200	\$3000
<i>Family</i>	\$2000	\$2000	\$2200	\$2000	\$2200	\$3000

<i>Out of Pocket Limits (Out-Of-Network)</i>	July 1, 2007		January 1, 2008		January 1, 2009	
	Co Choice	New Health	Co Choice	New Health	Co Choice	New Health
<i>Single</i>	\$3000	N/A	\$3000	N/A	\$3000	N/A
<i>Single + One</i>	\$6000	N/A	\$6000	N/A	\$6000	N/A
<i>Family</i>	\$6000	N/A	\$6000	N/A	\$6000	N/A

<i>Coinsurance</i>	July 1, 2007		January 1, 2008		January 1, 2009	
	Co Choice		Co Choice		Co Choice	
	In Network	Out of Network	In Network	Out of Network	In Network	Out of Network
<i>Coinsurance (after deductible)</i>	0%	25%	0%	35%	0%	35%
Out of Network N/A for New Health participants						

<i>Allergy Injections</i>	July 1, 2007		January 1, 2008		January 1, 2009	
	Co Choice		Co Choice		Co Choice	
	In Network	Out of Network	In Network	Out of Network	In Network	Out of Network
	10%	Ded+Coins*	10%	Ded+Coins	10%	Ded+Coins
	New Health		New Health		New Health	
	In Network		In Network		In Network	
	10%		10%		10%	

1

*** Ded+Coins = Deductible + Coinsurance**

<i>Urgent Care/ ER Copays</i>	July 1, 2007		January 1, 2008		January 1, 2009	
	Co Choice	New Health	Co Choice	New Health	Co Choice	New Health
Urgent Care (in/out)	\$35/Ded+Coins	\$35	\$35/Ded+Coins	\$35	\$35/Ded+Coins	\$35
Emergency Room (in/out)	\$75/\$75	\$75	\$75 /\$75	\$75	\$100/\$100	\$100

2

<i>Opt Out Provision</i>	July 1, 2007		January 1, 2008		January 1, 2009	
	Co Choice	New Health	Co Choice	New Health	Co Choice	New Health
Single + One	\$50	\$50	\$50	\$50	\$50	\$50
Family	\$100	\$100	\$100	\$100	\$100	\$100

<i>Spousal Premium/ Month *</i>	July 1, 2007		January 1, 2008		January 1, 2009	
	Co Choice	New Health	Co Choice	New Health	Co Choice	New Health
Under \$30,000	\$40	\$35	\$40	\$35	\$40	\$35
\$30-\$60,000	\$50	\$40	\$50	\$40	\$50	\$40
\$60-\$90,000	\$60	\$45	\$60	\$45	\$60	\$45
\$90,000+	\$70	\$50	\$70	\$50	\$70	\$50

* Spousal Premium applies to spouses that are enrolled in the CPS benefit plan and are not subject to the Working Spouse provision.

<i>Benefit Bank</i>	July 1, 2007	January 1, 2008	January 1, 2009
Single	\$350	\$350*	\$350*
Family	\$425	\$425*	\$425*

* Dollars available remain the same; however, reimbursement monies are available only if a person has completed a confidential health assessment (Humana HHA) each year.

3

Miscellaneous Provisions:

- As of January 1, 2008 - Over the counter Rx medications will be eligible for reimbursement through the CPS Benefit Bank (subject to IRS rules).
- As of July 1, 2007 - Members newly identified by Humana for Disease Management program will be provided with an additional reimbursement bank (benefit bank) incentive of \$50 if enrolled in a Humana disease management program.
- As of July 1, 2007 - Diabetic supplies – paid by plan if enrolled in Humana’s Diabetes Disease Management Program.
- Bariatric surgery will no longer be a covered benefit effective January 1, 2009.
- CPS will initiate a best in class disease management vendor bid by December, 2007.
- CPS to bid out behavioral health vendor in 2008.

4

g. Right of Board to Change Carriers

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

- (1) the resultant coverage(s) is at least equivalent to the coverage(s) as of July 1, 2007;
- (2) the Board has given the Federation 60 days' notice of the proposed change and an opportunity to be consulted about the proposed change;
- (3) the Board has selected the new carrier(s) through solicitation of proposals, unless the change is to self-insurance; and
- (4) the joint Employee Benefits Committee has been given the opportunity to evaluate and make recommendations about the change.

h. Eligibility for Coverage while on leave

Teachers shall not be eligible for coverage under the Board group plan unless part or all of the fee is payable by the Board. However, the Board shall pay the full cost for one year of either a single or family health contract (if eligible) less the employee contribution for any teacher placed on unpaid leave of absence due to personal illness or maternity. Employees on such leave of absence for personal illness or maternity for an additional year(s), and employees on other unpaid leaves of absence, shall have the option to continue coverage under the Board Group Plan by paying the full monthly premium. Long-term substitutes shall become eligible for coverage effective the first day of the month following 30 workdays of employment.

i. COBRA Coverage

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

j. Medical Reimbursement Bank

The Board has established a plan under which a bookkeeping account (called herein a "reimbursement bank") has been established for each regular full-time employee and regular employee working one-half time or more. As of January 1, 1990 the Board, subject to Appendix E (available separately), will credit \$275 annually to the reimbursement bank of each such employee who is both employed by the Board on such date and is only eligible for single coverage under the Board's regular medical expense plan and \$325 annually to the reimbursement bank of each employee who both is employed by the Board on such date and is eligible for family coverage under the Board's regular medical expense plan. Effective January 1, 2005, the Benefit Bank contribution will increase to \$325 (single) and \$400 (family). Effective January 1, 2006, the reimbursement bank contribution will increase to \$350 (single) and \$425 (family). All amounts credited to an employee's reimbursement bank may only be used for reimbursement of the employee's medical, dental, vision, and hearing care expenses, including meeting deductibles or co-pay amounts under the Board's other medical plans. Starting on January 1, 2008, over the counter drugs will be eligible for reimbursement. However, employees may not be reimbursed from the medical reimbursement bank for the monthly employee contribution to medical, prescription and dental coverage, which are periodically deducted from their paychecks. Operation of such reimbursement banks will be in accordance with and subject to Appendix E. Until actually paid, all reimbursement amounts will constitute general assets of the Board and will not be held in trust or in any way segregated from the general assets of the Board. In order to access these monies, starting on January 1, 2008, the employee must complete the Health Risk Assessment (HRA) administered through the healthcare provider.

k. Employee Assistance Program

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

l. Employee Benefits Committee

- (1) Composition

The Board and the Federation agree to continue the Employee Benefits Committee with representation from all unions, representing Board of Education employees. The committee shall include a minimum of two members from each bargaining unit with proportional representation among the bargaining units. The committee shall not be less than 15 or more than 19 in number. The Board shall also be represented on the Committee. Representatives on the committee may call for smaller caucuses of their choosing at any time during the meeting.

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

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

(3) The Employee Benefits Committee shall meet at least once monthly to review health care utilization and plan for future design of the plan. No later than twelve months prior to the expiration of the Board's contract with the health care provider or administrator, the Committee shall meet and reveal the plan's utilization and cost. No less than six months prior to the expiration of the health care contract, said Committee shall make recommendations to the bargaining units and the Board. Request for a proposal shall be accepted no later than five months prior to the contract expiration with the Committee making a recommendation to the parties as to the carrier, cost and design. Agreement on the carrier, plan design and cost shall be reached no later than three months prior to expiration of the health care contract. Employees on the Committee shall not suffer any loss of pay for reasonable hours of committee duty, which conflict with the employee's scheduled duty hours.

(4) Adjustments to Benefits Bank

In April of each year a review shall be conducted to determine the Board's total health care expenses for the previous year. If the Board's costs were less than \$35,096,000, the difference between actual cost and \$35,096,000 shall be applied to increase the Benefit Bank. Increased amounts to the reimbursement bank shall be implemented effective September 30 of that year. Any such adjustments shall be recommended by the Benefits Committee and approved by the Superintendent' and the Unions' Leadership.

m. Additional Voluntary Insurance Programs

No later than April 1, 2004, the Board will arrange to offer as voluntary programs group plans for home, auto, long-term care and prepaid legal services payable 100% by employees.

n. Term Life Insurance

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

o. Termination of Health Insurance

The Cincinnati Board of Education shall terminate health coverage immediately for each teacher who is absent without authorized leave, but such coverage shall be reinstated immediately upon the teacher's return to work. During the interim period of time between the start of a teacher's absence without authorized leave and the time when the health care provider is able to terminate the health coverage for said teacher, the Cincinnati Board of Education shall have the right to deduct from the teacher's paycheck, the amount equal to the teacher's pro rata share for health coverage for each day of unauthorized absence up to the time the termination becomes effective. It is expressly understood that such termination of coverage shall continue for any period of time that the Cincinnati Public Schools are closed due to a strike or work stoppage for each teacher who was absent without authorized leave on the last working day immediately before the shutdown.

p. Tax Sheltered Annuity

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

q. Pay Deductions Authorized By The Teacher

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

r. Purchasing STRS or SERS Service Credit

District employees shall have the option of purchasing STRS and SERS credit on a pre-tax basis, as provided by law.

s. Conversion of Sick Leave at Retirement

Subject to the provisions of Section 124.39 of the Ohio Revised Code, a retiring employee hired before May 27th, 2004, shall be eligible to be paid for one-half (1/2) of his/her accrued but unused sick leave at the daily rate of pay which is the teacher's salary divided by the number of days in the work year minus one day. A retiring employee hired after May 26th, 2004 shall be paid for one-quarter (1/4) of his/her accrued but unused sick leave at the daily rate of pay which is the teacher's salary divided by the number of days in the work year minus one day. Said payment shall eliminate all sick leave accrued by the employee.

The daily rate of pay will be calculated by factoring in the teacher's contract salary and any applicable career level stipend, training increment, and lead teacher stipend and dividing by 190.

CFT and the Board recognize the obligation of sick leave payout to comply with applicable provisions of the Internal Revenue Code and Regulations.

Payments of accrued sick leave to retiring employees shall be made to an employer sponsored 403(b) and 401(a) plan, the terms of which shall be submitted to CFT for approval.

Accrued sick leave payments shall be made with respect to retiring employees, as follows:

First Payment: The maximum amount payable under the Internal Revenue Code and Regulations in the first year of distribution of such benefits shall be paid in the first of the month following the cashing/receipt of the first retirement payment by the employee, providing the Board is notified by the 20th of the month of the cashing/receipt of such payment.

Subsequent Payments: The second payment, which shall be in an amount equal to the maximum amount allowed under the Internal Revenue Code and Regulations, shall be made on the first Friday of January in the year following the first payment. If any subsequent payments remain due, such payments shall be made the first Friday of the following January.

The parties understand that the Internal Revenue Code and Regulations allow a maximum payment of no more than \$82,000 of accrued sick leave in year one and no more than \$41,000 in year two or subsequent years. To the extent that applicable Internal Revenue Code and Regulations change, then the Board shall make payments to retiring employees consistent with such changes, distributing the maximum allowed by the Internal Revenue Code

and Regulations in the year of retirement and in subsequent years in accordance with the schedule for payments in this section.

An employee who notifies the Board officially by the early retirement date notification published annually that he/she plans to retire effective at the end of the school year shall receive an additional 5 days pay at the daily rate added to sick leave conversion in addition to their normal entitlement.

Sick leave conversion shall be paid to survivors upon the death of an employee who has 10 years of service with the Board on the basis of one (1) day's pay for each two (2) days accumulated, unused sick leave. For those hired after May 22, 2004, sick leave conversion shall be paid to survivors upon the death of an employee who has 10 years of service with the Board on the basis of one (1) day's pay for each four (4) days accumulated, unused sick leave.

If teachers do not qualify as part of the eligible or defined group in the Accumulated Leave Plan, the following provision applies:

The Board shall make these payments to retiring staff as follows: One-half of the sick leave conversion the first of the month following the cashing/receipt of the first retirement payment, providing the Board is notified by the 20th of the month of the cashing/receipt. If the first half is paid between January 1 and June 30, then the second half shall be paid the first Friday of the following January. If the first half is paid between July 1 and December 31, then the second half shall be paid the first Friday of the following July.

t. Mileage Reimbursement

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

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

u. Damage to Personal Property

The Board shall provide reimbursement for damage to a teacher's personal property excluding cash resulting from an assault, which occurred in the course of employment or, from vandalism or theft on the school site or at another location while on school business. The Board shall establish an annual fund of \$10,000 to pay claims under this provision. The fund will provide reimbursement to teachers only to the extent that the teacher does not have insurance coverage protecting against such damage. When the fund is exhausted, the Board shall have no further obligation to pay such claims. The Board and CFT will agree on guidelines concerning the payment of expenses from this fund. The plan shall have a \$100 deductible after private insurance coverage has been exhausted. The employee pays the first hundred dollars of loss, except in cases of loss due to an assault by a student.

v. Holidays and Holiday Pay

In explanation of Board policy, any employee absent without pay on either his/her next scheduled workday preceding a holiday or his/her next scheduled workday following a holiday shall be allowed no pay for the holiday; however, if an employee was sick and had exhausted earned sick leave, and had worked up to 5 working days of a holiday, and reported to work within 5 days after the holiday, the employee, upon approval by the Board, shall be allowed pay for the holiday.

w. Retirement "Pick-up"

The Board shall designate each employee's mandatory contribution to the STRS of Ohio as "picked-up" by the Board as contemplated by IRS Revenue Rulings 77-462 and 81-36 (although they shall continue to be designated as employee contribution as permitted by OAG Opinion 82-097) in order that the amount of the employee's income reported by the Board as subject to Federal and Ohio income taxes shall be the employee's total gross income reduced by the then current percentage amount of the employee's mandatory STRS contribution which has been designated as "picked-up" by the Board. The amount designated as "picked-up" by the Board shall be included in computing the final average salary for retirement purposes, provided that no employee's total gross income is increased by such "pick-up" nor is the Board's total contribution to the STRS of Ohio increased thereby. The amount designated as "picked-up" by the Board shall be included in computing the employee's daily rate for the purpose of sick leave conversion upon retirement.

x. Adoption Assistance Program

Upon application by the teacher, the Board will reimburse up to \$2,000 of required expenses incurred by the employee in the placement and adoption of a dependent minor child. Such expenses may include:

Payments will be made as follows:

- (i) Payments will be made within 30 days after the child is placed in the adoptive family's home, (the date the child becomes a member of the household, not the date of final adoption which usually comes later) and evidence of eligible expenses paid has been submitted to the Board.
- (ii) In cases of multiple adoptions, the adoption of each child would be considered separate. A maximum of \$3,000 will be payable to any one family within a twelve month period.

y. Tuition Waivers for CPS

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

§800

BOARD AUTHORITY

1. Board Authority Granted by State Law

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

2. Implementation of Board Authority

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

3. Exclusion of Board Policies and Practices from Contract

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

§810

AMENDMENT

1. Necessity to Renegotiate

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

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

§820

LEGALITY

1. Conflict with Law

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

This contract shall expire on December 31, 2009

Effective this 1st day of January 2007

Tim Kraus, President
Chair, Collective Bargaining Committee
Cincinnati Federation of Teachers

Eileen Cooper Reed, President
Cincinnati Board of Education

Rosa E. Blackwell
Superintendent

Jonathan Boyd
Treasurer

Cynthia L. Dillon
General Counsel

CFT Bargaining Team

Michael Benton
Paul Godfrey
Scott Grunder
Steve Hayes
Ralph Jackson
Tim Kraus
Barb Luken
Marsha Manner
Rick Santoro
Nicole Sherman
Sue Taylor

Board Bargaining Team

Bruce A. Breiner
Victoria Crook
Susan Hiles-Meadows
Stacey Hill-Simmons
Scott Hornblower
Paul McDole, Jr.
C. Laura Mitchell
Mary Ronan
Jackie Rowedder
Beth Schnell
Whitney Simmons
Anthony Smith

A	
Absence	
Teacher	30–37
Academic Freedom	12
Administrator Present in Building.....	54
Adoption Assistance Program.....	79
Adoptive Leave	32
Alternate Grievance Panel.....	40, 50
Assault	
by Student.....	52
Assault Leave.....	36–37
Assignments	<i>See Teaching Assignments</i>
Attendance Incentive.....	31
B	
Bargaining Agent	1
Benefit Bank	<i>See Medical Reimbursement Bank</i>
Board Meetings	
Right to Participate	5
Budget	
Commission.....	16
Commitment to Balanced Budget.....	16
District Funding of Schools.....	16
Budget Allocations	
Team Based Schools	9
Bulletin Board	
Federation use of	2
C	
Career In Teaching Program	13–14
Career Technical Education	60
Case Coordinators	59
Certificates/Contracts.....	17–18
Checkout Day.....	29
Class Size	
Limits	55–56
Limits Enforcement Procedures	56
Overload Pay	55–56
Reduction	55
Special Education.....	58
Teacher/Pupil Ratio.....	55
COBRA	75
Committees	
Employee Benefits	76
Safety.....	38
Teacher Allocation	56
Consulting Teachers.....	22
Contract	
Alteration.....	13
Continuing.....	17
Contract Implementation	1
Term of Contract	1
Curriculum Councils	15
<u>Interdisciplinary Council</u>	16
D	
Daily Schedule	
Assignment of Specialists/Librarians.....	27
High School	26
IA Schedule	26
Length of Workday	25
School Day.....	27
School Organization Structure	25
Disability Retirement.....	31
Discipline	
Student	51
Teacher	23
Dismissal	23
Dues Deductions.....	2–3
E	
Educational Initiatives Panel	<i>See EIP</i>
Educational Service Personnel	<i>See ESP</i>
Educational Support Personnel.....	<i>See ESP</i>
EIP	15
Joint Committees	15
Employee Assistance Program	75
Employee Benefits Committee	76
ESP	56–57
Coordination of Staff	56
Other Staff	57
School Psychologists	57
School Social Workers.....	57
Selection	43
Speech Pathologists	57
Evaluation.....	<i>See Teacher Evaluation</i>
F	
Faculty Facilities	37
Faculty Meetings	28
Faculty Space.....	37
FAIR PRACTICES.....	2
Fair Share Fee.....	3–4
Federation Meetings	2
Fringe Benefits	71–79
Adoption Assistance Program.....	79
Benefit Bank	75
Board Contributions.....	71
COBRA Coverage	75
Damage to Personal Property.....	78
Dental Plans	71
EAP.....	75
Eligibility while on Leave.....	75
Employee Benefits Committee	76
Medical and RX Plans	71
Mileage Reimbursement	78
Pay Deductions	77
Right to Opt Out	71
Substitutes.....	65
Tax Sheltered Annuity	77
Term Life Insurance.....	76

Index

Termination of.....	76	M	
Tuition Waivers.....	79	Maternity/Parental/Adoptive Leave.....	34
Vision Care.....	72	Medical Reimbursement Bank	75
Voluntary Programs	76	Medical, Prescription and Dental Coverage	71
G		Mileage Reimbursement.....	78
Grading and Promotion	54	Military Leave	34
Due Dates for Grades	54	Extended	34
Grievance	47–51	Moving	38
Alternate Procedure.....	50	N	
Procedure.....	49	Notice of Separation	18
Teacher Non-Renewal.....	50	NTBC Increment	67
Teacher Termination	50	O	
H		Overload Pay	55–56
Health and Safety	37–38	P	
Hazardous Conditions	37	Parental Leave	34
Moving	38	Pay Deductions.....	77
Snow Removal	38	Pay Plans	70
Utility Failures.....	38	Peer Assistance and Evaluation Program	22
Holidays		Personal Leave.....	33
Holiday Pay	78	Personnel Files.....	6–7
I		Preparation for Instruction.....	30
IEP's	59	Preparation Time	
ILT	10–12	Elementary Library Session.....	26
Composition	10	Elementary Teachers.....	25
Faculty Approval of Decisions.....	11	Secondary Teachers	27
Operation.....	11	Team Planning	27
Role of.....	10	Preparations	
Training	12	Number of.....	27
Increments		Pre-School Teachers	60–61
Career Teacher	67	Printing of Contract	5
NTBC	67	Professional Development Fund.....	14
Training	68	Conference/Convention Fund.....	14
Instructional Leadership Teams	<i>See</i> ILT	Summer Opportunities	14
Instructional Supplies.....	16	Professional Learning Communities (PLCs)	
Instructor Assistant		Team Based Schools.....	7–10
Evaluations	30	Professional Responsibilites	28–29
Schedule	<i>See</i> Daily Schedule	Pupils	<i>See</i> Students
Insurance When Transporting Students	54	R	
Intercoms/PA Systems	37	Reduction In Force	45–47
J		Re-Training.....	46
Job Sharing.....	43	Reopener	
L		Special Education	60
Leave		S	
Appearance in Court.....	35	Salaries	67–71
Assault.....	36–37	Increases	67
Civil Disturbance.....	35	Increments.....	69
Eligibility for Health Care Coverage.....	75	Pay Plans.....	70
Federation.....	4	Schedule.....	68–71
Federation Conventions.....	36	School Budgets	16–17
Non-Compensated	34–35	School Calendar.....	29
Leaving School or Work Center.....	27	Professional Development	30
Lesson Plans.....	30	School Intervention and Redesign	43
Library Funds.....	37	School Psychologists	57

Index

School Social Workers.....	57	Teacher Certificates/Contracts....	<i>See</i> Certificates/Contracts
Seniority.....	44	Teacher Day.....	<i>See</i> Daily Schedule
Sick Leave.....	30–33	Teacher Discipline.....	23
Abuse of.....	33	Teacher Evaluation.....	18–23
Accrual.....	30	Annual Assessment.....	20
Advance.....	31	Appeal Process.....	21
At Termination.....	31–32	Comprehensive Evaluation.....	19
Attendance Incentive.....	31	Deadline for Final Report.....	21
Availability.....	30	When Teachers may be Evaluated.....	19
Conversion at Retirement.....	77	Teaching Assignments	
Credit for Previous Employment.....	32	Assignment Changes.....	25
Death in Family.....	33	Assignment to Teams.....	24
Extended Absence.....	33	Certification/Licensure.....	24
Frequent Absence.....	32	Non-Team Assignments.....	24
Maternity/Paternity/Adoptive.....	32	Team Leaders.....	7
Medical Explanation.....	32	Team-Based Schools	
Requirements/Limitations.....	32	Allocations for Specialists.....	9
Return to Work.....	33	Evaluation.....	8
Snow Removal.....	38	ILT.....	8
Special Education.....	57–61	LSDMC Composition.....	8
Alternate Assessments.....	59	Selection Process.....	7
Case Coordinators.....	59	TAP.....	10
Class Size.....	58	Training.....	9
IEP's.....	59	Teams	
Placing Students in Classes.....	59	Assignment to.....	24
Reopener.....	60	Commitment to Remain.....	41
Service Delivery.....	58	Definition of.....	8
Speech Pathologists.....	57	Forming.....	8
Stabilizing Faculties.....	44	Role of.....	9
Staffing.....	55–56	Telephone Calls.....	37
Class Size Limits.....	55–56	Term of Contract.....	81
Students.....	51–54	TES.....	<i>See</i> Teacher Evaluation
Absence.....	54	Training Increments.....	68
Discipline.....	51	Transfers.....	38–44
Grading and Promotion.....	54	Administrative.....	41
Informing Teacher of Problem.....	54	Commitment to Remain with Team.....	41
Make-Up Work.....	53	ESP Personnel.....	43
Multifactorial Evaluation Referral (MFE).....	53	Selection Process.....	40
Teacher Assault.....	52	Surplussing.....	42
Substitutes.....	61–67	Voluntary.....	38
Attendance Incentives.....	65	Traveling Teachers.....	28
Availability.....	67	Tuition Waivers for Employees' Children.....	79
Building Substitutes.....	67		
Evaluation/Work Plan.....	63–64	V	
Fringe Benefits.....	65	Visiting Teachers.....	<i>See</i> School Social Workers
Long Term.....	66–67	Voluntary Deductions.....	4
Sick Leave.....	65		
Workday.....	62–63	W	
Summer School Teachers.....	61	Work-Study Coordinators.....	61
T			
Teacher Allocation Committee.....	56		