



Columbus Education Association

**TENTATIVE TWO-YEAR AGREEMENT
BETWEEN
THE COLUMBUS EDUCATION ASSOCIATION
AND THE COLUMBUS BOARD OF EDUCATION
MAY 28, 2015**

Chapter 100

109.03 (15)

The benefits provided in Article 806, 807 and 809 shall be effective for newly employed members of the bargaining unit on the first day of the month **AFTER THE FIRST THIRTY (30) CALENDAR DAYS OF EMPLOYMENT**. Such benefits shall terminate on the last day of the month for which the employee has paid for such coverage. Coverage for members of the bargaining unit electing coverage under Article 805 shall be in accordance with the biweekly payroll and deduction schedule.

109.03 (19)

Chapter 200

ARTICLE 208 CLASSROOM ATMOSPHERE

NEW SECTION 208.04: PRINCIPALS SHALL RETURN ALL 190 CORRECTIVE MEASURE FORMS TO THE ORIGINATING STAFF MEMBER WITH THE CORRECTIVE ACTION NOTED WITHIN THREE (3) WORK DAYS OF RECEIVING IT UNLESS THERE ARE EXTENUATING CIRCUMSTANCES, IN WHICH CASE IT SHALL BE RETURNED REASONABLY PROMPTLY.

Chapter 300

ARTICLE 305: SPECIAL EDUCATION

305.04 ALL BARGAINING UNIT MEMBERS DESIGNATED AS LEAD TEACHER FOR IEP CREATION will be given **TWO (2) release DAYS** each school year to facilitate the completion of the IEPs in a timely manner. The released **DAYS ARE** regular work days and will be scheduled by the Administration with prior notification of the **DATES** to the **DESIGNATED LEAD TEACHERS**. In addition, **DESIGNATED LEAD TEACHERS** shall be paid four (4) hours annually at the supplemental hourly rate for attendance at IEP meetings or to complete IEP paperwork outside regular work hours. This amount will be paid on the 21st pay date after the office of special education has verified that the **DESIGNATED LEAD** teacher has completed and turned in IEPs for all of the **LEAD** teacher's students. In the event annual IEPs are no longer required, such supplemental compensation shall not be paid.

307.02 Elementary art, music and physical education teachers will ENTER GRADES FOR PUPILS IN THEIR RESPECTIVE CLASSES AT THE END OF EACH GRADING PERIOD.

Chapter 400

ARTICLE 401: EVALUATION

Replace current language in Article 401

401.01

A. TEACHERS (EXCEPT FOR SUBSTITUTES AND ADULT EDUCATION INSTRUCTORS) WHO INSTRUCT STUDENTS FOR AT LEAST FIFTY PERCENT (50%) OF THE TEACHER'S TIME EMPLOYED SHALL BE EVALUATED IN ACCORDANCE WITH O.R.C. SECTIONS 3319.111 AND 3319.112 CONSISTENT WITH THE FRAMEWORK ADOPTED BY THE OHIO STATE BOARD OF EDUCATION, AS THAT FRAMEWORK IS AMENDED FROM TIME TO TIME. THE "TEACHER AND LICENSED SUPPORT PROFESSIONAL EVALUATION" AND THE "CCS TEACHER PERFORMANCE RUBRIC" SHALL CONSTITUTE THE PROCESS, CRITERIA AND STANDARDS USED FOR SUCH TEACHERS. THE "TEACHER AND LICENSED SUPPORT PROFESSIONAL EVALUATION" AND THE "CCS LICENSED SUPPORT PROFESSIONAL PERFORMANCE RUBRIC" WILL APPLY TO OTHER MEMBERS OF THE BARGAINING UNIT. NEITHER THE EVALUATION PROCESS NOR RUBRIC WILL APPLY TO PERSONS EMPLOYED UNDER CHAPTERS 1000, 1100, 1200 OR 1300 OF THE MASTER AGREEMENT.

B. THE SUPERINTENDENT SHALL MAKE DECISIONS AND TAKE ACTIONS TO IMPLEMENT THIS PROVISION IN THE VARIETY OF INSTRUCTIONAL ASSIGNMENTS AND ENVIRONMENTS IN THE DISTRICT. THIS AUTHORITY SHALL BE EXERCISED THROUGH THE JOINT EVALUATION PANEL (JEP) OF CEA AND THE BOARD, ESTABLISHED BY A MEMORANDUM OF AGREEMENT BETWEEN THE PARTIES.

- C. THE FOLLOWING EXCEPTIONS EXIST TO THE ANNUAL EVALUATION REQUIREMENT:
1. A TEACHER WHO RECEIVES A RATING OF "ACCOMPLISHED" ON HIS/HER MOST RECENT EVALUATION SHALL BE EVALUATED AT LEAST ONCE EVERY THREE (3) SCHOOL YEARS, SO LONG AS THE TEACHER'S STUDENT ACADEMIC GROWTH MEASURE FOR THE MOST RECENT SCHOOL YEAR FOR WHICH DATA IS AVAILABLE IS AVERAGE OR HIGHER, AS DETERMINED BY THE DEPARTMENT OF EDUCATION.
 2. A TEACHER WHO RECEIVES A RATING OF SKILLED ON THE TEACHER'S MOST RECENT EVALUATION SHALL BE EVALUATED AT LEAST ONCE EVERY TWO (2) YEARS, SO LONG AS THE TEACHER'S STUDENT ACADEMIC GROWTH MEASURE FOR THE MOST RECENT SCHOOL YEAR FOR WHICH DATA IS AVAILABLE IS AVERAGE OR HIGHER, AS DETERMINED BY THE DEPARTMENT OF EDUCATION.
 3. IN ANY YEAR THAT A TEACHER IS NOT FORMALLY EVALUATED PURSUANT AS A RESULT OF RECEIVING A RATING OF ACCOMPLISHED OR SKILLED ON THE TEACHER'S MOST RECENT EVALUATION, A CREDENTIALLED EVALUATOR SHALL CONDUCT AT LEAST ONE OBSERVATION OF THE TEACHER AND HOLD AT LEAST ONE CONFERENCE WITH THE TEACHER.
 4. TEACHERS ARE NOT REQUIRED TO BE EVALUATED IF THEY HAVE PROVIDED A WRITTEN RESIGNATION FOR RETIREMENT PURPOSES BY DECEMBER 1 THAT HAS BEEN ACCEPTED BY THE BOARD.
 5. TEACHERS ARE NOT REQUIRED TO BE EVALUATED IF THEY ARE ABSENT HALF OR MORE OF THEIR CONTRACTED WORK DAYS FOR A PARTICULAR SCHOOL YEAR.

D. THE EXCLUSIVE MEANS FOR A MEMBER OF THE CEA BARGAINING UNIT TO CHALLENGE HIS/HER EVALUATION SHALL BE THROUGH THE JOINT EVALUATION PANEL AND EXPEDITED ARBITRATION PURSUANT TO THE MEMORANDUM OF AGREEMENT WITH THE CEA.

- E. DEVELOPMENT OF GROWTH PLANS OR IMPROVEMENT PLANS SHALL BE AS FOLLOWS:
1. TEACHERS WITH ABOVE EXPECTED LEVELS OF STUDENT GROWTH FOR THE PREVIOUS YEAR WILL DEVELOP A PROFESSIONAL GROWTH PLAN.
 2. TEACHERS WITH EXPECTED LEVELS OF STUDENT GROWTH FOR THE PREVIOUS YEAR WILL DEVELOP A PROFESSIONAL GROWTH PLAN COLLABORATIVELY WITH THEIR CREDENTIALLED EVALUATOR.
 3. TEACHERS WITH BELOW EXPECTED LEVELS OF STUDENT GROWTH FOR THE PREVIOUS YEAR WILL DEVELOP AN IMPROVEMENT PLAN WITH THEIR CREDENTIALLED EVALUATOR. THE ADMINISTRATOR/EVALUATOR WILL APPROVE THE IMPROVEMENT PLAN.
 4. NEW TEACHERS TO COLUMBUS CITY SCHOOLS AND IN THE PAR PROGRAM WILL DEVELOP AN IMPROVEMENT PLAN WITH THEIR PAR CONSULTING TEACHER.
 5. TEACHERS WHO ARE NOT IN PAR AND WHO HAVE NO STUDENT GROWTH MEASURE RATING FOR THE PREVIOUS YEAR WILL DEVELOP A PROFESSIONAL GROWTH PLAN.

401.02

A. AN EVALUATOR MUST BE A CREDENTIALLED EMPLOYEE OF THE DISTRICT; PROVIDED, HOWEVER, THAT THE EVALUATOR WILL BE A PAR CONSULTANT IF THE TEACHER IS IN THE PAR PROGRAM. THE JEP PANEL ANNUALLY SHALL APPROVE A POOL OF CREDENTIALLED EVALUATORS.

- B. THE PERSON WHO IS RESPONSIBLE FOR ASSESSING A TEACHER'S PERFORMANCE SHALL BE:
1. THE TEACHER'S IMMEDIATE SUPERVISOR FOR THOSE TEACHERS WITH AN EXPECTED LEVEL OF STUDENT GROWTH OR A BELOW EXPECTED LEVEL OF STUDENT GROWTH ON THE STUDENT GROWTH MEASURE DIMENSION OF THE EVALUATION PROCEDURE.
 2. AN EVALUATOR SELECTED BY THE TEACHER FROM THE DISTRICT POOL OF CREDENTIALLED EVALUATORS FOR THOSE TEACHERS WITH AN ABOVE EXPECTED LEVEL OF STUDENT GROWTH ON THE STUDENT GROWTH MEASURE DIMENSION OF THE EVALUATION PROCEDURE.
 3. THE PERSON DESIGNATED BY THE PEER ASSISTANCE REVIEW (PAR) PROGRAM AS NEGOTIATED.
 4. IN THE EVENT A TEACHER PERFORMS WORK UNDER THE SUPERVISION OF MORE THAN ONE SUPERVISOR, ONE SUPERVISOR SHALL BE DESIGNATED AS THE EVALUATING SUPERVISOR.

401.03

NO LATER THAN OCTOBER 31 OF EACH SCHOOL YEAR (OR IN THE CASE OF A NEW TEACHER OR CHANGE IN THE EVALUATOR, WITHIN ONE MONTH) THE ADMINISTRATION OR JOINT EVALUATION PANEL WILL NOTIFY EACH TEACHER TO BE EVALUATED OF THE NAME AND POSITION OF HIS/HER EVALUATOR.

401.04

THE TEACHER SHALL HAVE THE RIGHT TO MAKE A WRITTEN RESPONSE TO THE EVALUATION AND TO HAVE IT ATTACHED TO THE EVALUATION REPORT TO BE PLACED IN THE TEACHER'S

PERSONNEL FILE.

401.05 SPECIAL EVALUATION: [OLD 401.03]

A. WHEN THE BOARD OR ANY OF ITS ADMINISTRATIVE AGENTS DEEM THAT A TEACHER'S PERFORMANCE MAY BE SERIOUSLY UNSATISFACTORY AND IT IS THEIR INTENTION TO RECOMMEND INVOLUNTARY TRANSFER, NON-RENEWAL OF CONTRACT, OR TERMINATION OF CONTRACT OR INVESTIGATE FURTHER WITH THE POSSIBILITY OF MAKING ANY OF THE AFOREMENTIONED RECOMMENDATIONS, THE BUILDING ADMINISTRATOR SHALL NOTIFY SUCH TEACHER OF HIS/HER INTENT IN WRITING ON A FORM MUTUALLY AGREEABLE TO THE BOARD AND THE ASSOCIATION.

SUCH NOTIFICATION SHALL SET FORTH THE SPECIFIC AREAS OF ALLEGED SERIOUSLY UNSATISFACTORY PERFORMANCE. FOLLOWING SUCH NOTIFICATION, THE ADMINISTRATOR SHALL EVALUATE THE TEACHER'S PERFORMANCE UNDER THIS PARAGRAPH. THE ADMINISTRATOR WILL OBSERVE THE TEACHER AT LEAST TWICE. EACH OBSERVATION WILL BE FOR AT LEAST THIRTY (30) MINUTES. A CONFERENCE SHALL BE HELD BETWEEN THE ADMINISTRATOR AND THE TEACHER TO DISCUSS THE TEACHER'S PERFORMANCE PRIOR TO ANY FINAL ACTION BY THE ADMINISTRATOR. THE TEACHER MAY BE ACCOMPANIED OR REPRESENTED BY AN ASSOCIATION REPRESENTATIVE AT SUCH CONFERENCE AND SHALL HAVE THREE (3) DAYS PRIOR NOTIFICATION OF THE CONFERENCE. IN SUCH CONFERENCE, THE PRINCIPAL MAY BE ACCOMPANIED BY A BOARD REPRESENTATIVE IF THE TEACHER IS ACCOMPANIED IN SUCH CONFERENCE. FINAL ADMINISTRATIVE ACTION IN REGARD TO THE ALLEGED SERIOUSLY UNSATISFACTORY PERFORMANCE SHALL NOT CONFLICT WITH ANY PROVISION OF THIS AGREEMENT.

B. UNUSUAL CONDITION—IF CONDITIONS THREATEN THE PHYSICAL OR EMOTIONAL WELL-BEING OF PUPILS OR WHEN CONDITIONS RESULT IN A SIGNIFICANT DISRUPTION OF, OR THREAT TO, THE EDUCATIONAL PROGRAM OR THE WELL-BEING OF THE SCHOOL, THEN:

(1) THE CLASSROOM OBSERVATIONS PROVIDED IN (A) ABOVE SHALL NOT BE REQUIRED IF SUCH OBSERVATIONS WOULD NOT SUBSTANTIVELY CONTRIBUTE TO AN EVALUATION OF SUCH UNUSUAL CONDITION;

(2) THE NOTICE OF SPECIAL EVALUATION ISSUED AS A PART OF THE SPECIAL EVALUATION PROCESS SHALL BE ACCOMPANIED BY A WRITTEN STATEMENT IDENTIFYING THE UNUSUAL CONDITION, AND IF APPLICABLE, INDICATING THE REASON(S) CLASSROOM OBSERVATIONS WOULD NOT SUBSTANTIVELY CONTRIBUTE TO AN EVALUATION OF SUCH CONDITION.

401.06 [OLD 401.12]

NO MEMBER OF THE BARGAINING UNIT SHALL HAVE HIS/HER LIMITED CONTRACT NON-RENEWED WITHOUT ACCOMPLISHMENT OF A SPECIAL EVALUATION AND WITHOUT ACCOMPLISHMENT OF SUCH REGULAR EVALUATIONS AS ARE REQUIRED BY THIS ARTICLE, PROVIDED THAT NOTHING IN THIS AGREEMENT SHALL REQUIRE ACCOMPLISHMENT OF SUCH EVALUATIONS IN ORDER (1) TO NON-RENEW LIMITED CONTRACTS OR TO SUSPEND LIMITED CONTRACTS AND/OR CONTINUING CONTRACTS, IN ACCORDANCE WITH ARTICLE 704 ENTITLED "REDUCTIONS IN PERSONNEL;" (2) TO TERMINATE A LIMITED CONTRACT OR CONTINUING CONTRACT, IN ACCORDANCE WITH THE OHIO REVISED CODE; (3) TO NON-RENEW A LIMITED CONTRACT TEACHER PROVIDING SERVICE UNDER A TEMPORARY CERTIFICATE UNLESS SUCH TEACHER POSSESSES A REGULAR CERTIFICATE IN ANOTHER TEACHING AREA AND HAS PREVIOUSLY PROVIDED SERVICE UNDER SUCH REGULAR CERTIFICATE IN THE COLUMBUS CITY SCHOOLS; (4) TO NON-RENEW A LIMITED CONTRACT TEACHER ADVISED PRIOR TO EMPLOYMENT THAT SUCH NON-RENEWAL MAY OCCUR DUE TO THE SPECIAL NATURE OF THE SPECIFIC ASSIGNMENT FOR WHICH SUCH TEACHER IS BEING EMPLOYED.

401.07 [OLD 401.14]

A. THE EVALUATION AND ANY RELATED ACTIONS INVOLVING TEACHERS DURING THE PERIOD OF ASSIGNMENT TO THE PEER ASSISTANCE AND REVIEW PROGRAM (PAR PROGRAM) SHALL BE IN ACCORDANCE WITH THE PROCEDURES ESTABLISHED BY THE PAR PROGRAM PANEL, WHICH SHALL BE CONSISTENT WITH O.R.C. 3319.111 AND 3319.112 TO THE EXTENT SUCH LAWS APPLY. SUCH RELATED ACTIONS SHALL INCLUDE ACTION BY THE BOARD BASED ON RECOMMENDATIONS BY THE PAR PROGRAM PANEL REGARDING INTERN TEACHERS AND ACTION BY THE BOARD BASED ON REPORTS BY THE PAR PROGRAM PANEL REGARDING TEACHERS WHO HAVE BEEN PREVIOUSLY ASSIGNED TO THE PAR PROGRAM FOR INTERVENTION.

B. THE PROVISIONS OF THIS ARTICLE 401 SHALL APPLY TO TEACHERS ASSIGNED TO THE PAR PROGRAM ONLY IN THE EVENT OF ADMINISTRATIVE ACTION WHICH IS NOT IN ACCORDANCE WITH THE PAR PROGRAM PANEL PROCEDURES. SUCH ADMINISTRATIVE ACTION SHALL ONLY BE INITIATED WHERE THE BASIS FOR SUCH ACTION IS PRIMARILY RELATED TO CONCERNS OTHER THAN CLASSROOM TEACHING PERFORMANCE.

C. ANY TEACHER MAY REQUEST TO BE ASSIGNED TO THE PAR PROGRAM BY SUBMITTING A WRITTEN REQUEST TO THE ASSOCIATION PRESIDENT. IF THE TEACHER REQUESTING ASSIGNMENT TO THE PAR PROGRAM HAS BEEN GIVEN A NOTICE OF SPECIAL EVALUATION AND HAS MORE THAN FIVE (5) YEARS OF CONTINUOUS COLUMBUS TEACHING EXPERIENCE, SUCH TEACHER SHALL BE ACCEPTED INTO THE INTERVENTION PHASE OF THE PAR PROGRAM. THE

FINAL DETERMINATION OF WHETHER TO ADMIT A TEACHER WITH FIVE (5) OR LESS YEARS OF CONTINUOUS COLUMBUS TEACHING EXPERIENCE TO THE PAR PROGRAM WILL BE MADE BY THE PAR PANEL.

D. ONLY TEACHERS WHO HAVE A SUMMATIVE EVALUATION RATING OF INEFFECTIVE ON THEIR MOST RECENT EVALUATION FORM MAY BE RECOMMENDED FOR PAR INTERVENTION BY AN ADMINISTRATIVE-INITIATED REFERRAL.

401.08 [OLD 401.16]

TEACHERS ELIGIBLE FOR CONTINUING SERVICE STATUS SHALL BE THOSE TEACHERS WHO QUALIFY UNDER THE OHIO REVISED CODE, WHICH CURRENTLY (AUGUST, 2013) READS AS FOLLOWS:

A. TEACHERS ELIGIBLE FOR CONTINUING SERVICE STATUS SHALL BE THOSE TEACHERS QUALIFIED AS DESCRIBED IN DIVISION (D) OF SECTION 3319.08 OF THE REVISED CODE, WHO WITHIN THE LAST FIVE YEARS HAVE TAUGHT FOR AT LEAST THREE YEARS IN THE DISTRICT, AND THOSE TEACHERS WHO, HAVING ATTAINED CONTINUING CONTRACT STATUS ELSEWHERE, HAVE SERVED TWO YEARS IN THE DISTRICT, BUT THE BOARD, UPON THE RECOMMENDATION OF THE SUPERINTENDENT, MAY AT THE TIME OF EMPLOYMENT OR AT ANY TIME WITHIN SUCH TWO-YEAR PERIOD, DECLARE ANY OF THE LATTER TEACHERS ELIGIBLE. OHIO REVISED CODE 3319.11(B)

B. A CONTINUING CONTRACT IS A CONTRACT THAT REMAINS IN EFFECT UNTIL THE TEACHER RESIGNS, ELECTS TO RETIRE, OR IS RETIRED PURSUANT TO FORMER SECTION 3307.37 OF THE REVISED CODE, OR UNTIL IT IS TERMINATED OR SUSPENDED AND SHALL BE GRANTED ONLY TO THE FOLLOWING:

(1) ANY TEACHER HOLDING A PROFESSIONAL, PERMANENT, OR LIFE TEACHER'S CERTIFICATE;

(2) ANY TEACHER WHO MEETS THE FOLLOWING CONDITIONS:

(A) THE TEACHER WAS INITIALLY ISSUED A TEACHER'S CERTIFICATE OR EDUCATOR LICENSE PRIOR TO JANUARY 1, 2011.

(B) THE TEACHER HOLDS A PROFESSIONAL EDUCATOR LICENSE ISSUED UNDER SECTION 3319.22 OR 3319.222 OR FORMER SECTION 3319.22 OF THE REVISED CODE OR A SENIOR PROFESSIONAL EDUCATOR LICENSE OR LEAD PROFESSIONAL EDUCATOR LICENSE ISSUED UNDER SECTION 3319.22 OF THE REVISED CODE.

(C) THE TEACHER HAS COMPLETED THE APPLICABLE ONE OF THE FOLLOWING:

(I) IF THE TEACHER DID NOT HOLD A MASTER'S DEGREE AT THE TIME OF INITIALLY RECEIVING A TEACHER'S CERTIFICATE UNDER FORMER LAW OR AN EDUCATOR LICENSE, THIRTY SEMESTER HOURS OF COURSEWORK IN THE AREA OF LICENSURE OR IN AN AREA RELATED TO THE TEACHING FIELD SINCE THE INITIAL ISSUANCE OF SUCH CERTIFICATE OR LICENSE, AS SPECIFIED IN RULES WHICH THE STATE BOARD OF EDUCATION SHALL ADOPT;

(II) IF THE TEACHER HELD A MASTER'S DEGREE AT THE TIME OF INITIALLY RECEIVING A TEACHER'S CERTIFICATE UNDER FORMER LAW OR AN EDUCATOR LICENSE, SIX SEMESTER HOURS OF GRADUATE COURSEWORK IN THE AREA OF LICENSURE OR IN AN AREA RELATED TO THE TEACHING FIELD SINCE THE INITIAL ISSUANCE OF SUCH CERTIFICATE OR LICENSE, AS SPECIFIED IN RULES WHICH THE STATE BOARD SHALL ADOPT.

(3) ANY TEACHER WHO MEETS THE FOLLOWING CONDITIONS:

(A) THE TEACHER NEVER HELD A TEACHER'S CERTIFICATE AND WAS INITIALLY ISSUED AN EDUCATOR LICENSE ON OR AFTER JANUARY 1, 2011.

(B) THE TEACHER HOLDS A PROFESSIONAL EDUCATOR LICENSE, SENIOR PROFESSIONAL EDUCATOR LICENSE, OR LEAD PROFESSIONAL EDUCATOR LICENSE ISSUED UNDER SECTION 3319.22 OF THE REVISED CODE.

(C) THE TEACHER HAS HELD AN EDUCATOR LICENSE FOR AT LEAST SEVEN YEARS.

(D) THE TEACHER HAS COMPLETED THE APPLICABLE ONE OF THE FOLLOWING:

(I) IF THE TEACHER DID NOT HOLD A MASTER'S DEGREE AT THE TIME OF INITIALLY RECEIVING AN EDUCATOR LICENSE, THIRTY SEMESTER HOURS OF COURSEWORK IN THE AREA OF LICENSURE OR IN AN AREA RELATED TO THE TEACHING FIELD SINCE THE INITIAL ISSUANCE OF THAT LICENSE, AS SPECIFIED IN RULES WHICH THE STATE BOARD SHALL ADOPT;

(II) IF THE TEACHER HELD A MASTER'S DEGREE AT THE TIME OF INITIALLY RECEIVING AN EDUCATOR LICENSE, SIX SEMESTER HOURS OF GRADUATE COURSEWORK IN THE AREA OF LICENSURE OR IN AN AREA RELATED TO THE TEACHING FIELD SINCE THE INITIAL ISSUANCE OF THAT LICENSE, AS SPECIFIED IN RULES WHICH THE STATE BOARD SHALL ADOPT. OHIO REVISED CODE 3319.08(D)

C. UPON THE RECOMMENDATION OF THE SUPERINTENDENT THAT A TEACHER ELIGIBLE FOR CONTINUING SERVICE STATUS BE REEMPLOYED, A CONTINUING CONTRACT SHALL BE ENTERED INTO BETWEEN THE BOARD AND SUCH TEACHER UNLESS THE BOARD BY A THREE-FOURTHS (3/4) VOTE OF ITS FULL MEMBERSHIP REJECTS THE RECOMMENDATION OF THE SUPERINTENDENT. THE SUPERINTENDENT MAY RECOMMEND REEMPLOYMENT OF SUCH TEACHER, IF CONTINUING SERVICE STATUS HAS NOT PREVIOUSLY BEEN ATTAINED ELSEWHERE, UNDER AN EXTENDED LIMITED CONTRACT FOR NOT TO EXCEED TWO YEARS, PROVIDED THAT WRITTEN NOTICE OF THE INTENTION TO MAKE SUCH RECOMMENDATION HAS

BEEN GIVEN TO THE TEACHER WITH REASONS DIRECTED AT THE PROFESSIONAL IMPROVEMENT OF THE TEACHER ON OR BEFORE JUNE 1, AND PROVIDED THAT WRITTEN NOTICE FROM THE BOARD OF ITS ACTION ON THE SUPERINTENDENT'S RECOMMENDATION HAS BEEN GIVEN TO THE TEACHER ON OR BEFORE JUNE 1, BUT UPON SUBSEQUENT REEMPLOYMENT ONLY A CONTINUING CONTRACT MAY BE ENTERED INTO. IF THE BOARD DOES NOT GIVE SUCH TEACHER WRITTEN NOTICE OF ITS ACTION ON THE SUPERINTENDENT'S RECOMMENDATION OF AN EXTENDED LIMITED CONTRACT FOR NOT TO EXCEED TWO YEARS BEFORE JUNE 1, SUCH TEACHER IS DEEMED REEMPLOYED UNDER A CONTINUING CONTRACT AT THE SAME SALARY PLUS ANY INCREMENT PROVIDED BY THE SALARY SCHEDULE. SUCH TEACHER IS PRESUMED TO HAVE ACCEPTED EMPLOYMENT UNDER SUCH CONTINUING CONTRACT UNLESS THE TEACHER NOTIFIES THE BOARD IN WRITING TO THE CONTRARY ON OR BEFORE JUNE 15, AND A CONTINUING CONTRACT SHALL BE EXECUTED ACCORDINGLY.

D. A TEACHER ELIGIBLE FOR CONTINUING CONTRACT STATUS EMPLOYED UNDER AN ADDITIONAL EXTENDED LIMITED CONTRACT FOR NOT TO EXCEED TWO YEARS PURSUANT TO WRITTEN NOTICE FROM THE SUPERINTENDENT OF THE SUPERINTENDENT'S INTENTION TO MAKE SUCH RECOMMENDATION IS, AT THE EXPIRATION OF SUCH EXTENDED LIMITED CONTRACT, DEEMED REEMPLOYED UNDER A CONTINUING CONTRACT AT THE SAME SALARY PLUS ANY INCREMENT GRANTED BY THE SALARY SCHEDULE, UNLESS THE BOARD, ACTING ON THE SUPERINTENDENT'S RECOMMENDATION AS TO WHETHER OR NOT THE TEACHER SHOULD BE REEMPLOYED, GIVES SUCH TEACHER WRITTEN NOTICE OF ITS INTENTION NOT TO REEMPLOY THE TEACHER ON OR BEFORE JUNE 1. SUCH TEACHER IS PRESUMED TO HAVE ACCEPTED EMPLOYMENT UNDER SUCH CONTINUING CONTRACT UNLESS THE TEACHER NOTIFIES THE BOARD IN WRITING TO THE CONTRARY ON OR BEFORE JUNE 15, AND A CONTINUING CONTRACT SHALL BE EXECUTED ACCORDINGLY.

E. A LIMITED CONTRACT MAY BE ENTERED INTO BY THE BOARD WITH EACH TEACHER WHO HAS NOT BEEN IN THE EMPLOY OF THE BOARD FOR AT LEAST THREE YEARS AND SHALL BE ENTERED INTO, REGARDLESS OF LENGTH OF PREVIOUS EMPLOYMENT, WITH EACH TEACHER EMPLOYED BY THE BOARD WHO HOLDS A PROVISIONAL OR TEMPORARY CERTIFICATE/LICENSE.

F. ANY TEACHER EMPLOYED UNDER A LIMITED CONTRACT, AND NOT ELIGIBLE TO BE CONSIDERED FOR A CONTINUING CONTRACT IS, AT THE EXPIRATION OF SUCH LIMITED CONTRACT, DEEMED REEMPLOYED UNDER THE PROVISIONS OF THIS SECTION AT THE SAME SALARY PLUS ANY INCREMENT PROVIDED BY THE SALARY SCHEDULE UNLESS THE BOARD, ACTING ON THE SUPERINTENDENT'S RECOMMENDATION AS TO WHETHER OR NOT THE TEACHER SHOULD BE REEMPLOYED, GIVES SUCH TEACHER WRITTEN NOTICE OF ITS INTENTION NOT TO REEMPLOY THE TEACHER ON OR BEFORE JUNE 1. SUCH TEACHER IS PRESUMED TO HAVE ACCEPTED SUCH EMPLOYMENT UNLESS THE TEACHER NOTIFIES THE BOARD IN WRITING TO THE CONTRARY ON OR BEFORE JUNE 15, AND A WRITTEN CONTRACT FOR THE SUCCEEDING SCHOOL YEAR SHALL BE EXECUTED ACCORDINGLY.

THE FAILURE OF THE PARTIES TO EXECUTE A WRITTEN CONTRACT SHALL NOT VOID THE AUTOMATIC REEMPLOYMENT OF SUCH TEACHER. THE FAILURE OF THE SUPERINTENDENT TO MAKE A RECOMMENDATION TO THE BOARD UNDER ANY OF THE CONDITIONS SET FORTH IN THIS SECTION, OR THE FAILURE OF THE BOARD TO GIVE SUCH TEACHER A WRITTEN NOTICE PURSUANT TO THIS SECTION SHALL NOT PREJUDICE OR PREVENT A TEACHER FROM BEING DEEMED REEMPLOYED UNDER EITHER A LIMITED OR CONTINUING CONTRACT AS THE CASE MAY BE UNDER THE PROVISIONS OF THIS SECTION.

401.09 [OLD 401.17]

A. NOTWITHSTANDING SECTIONS 3319.11(B)(3), 3319.11(C), 3319.11(D), 3319.11(E), 3319.11(G), AND 3319.111 OF THE OHIO REVISED CODE AS ENACTED BY AM. SUB. H.B. NO. 330, OR ANY SUBSEQUENT AMENDMENT THERETO, THE LIMITED OR EXTENDED LIMITED CONTRACT OF A TEACHER MAY BE NON-RENEWED BY THE BOARD WITHOUT EVALUATIONS, HEARING, OR WRITTEN BOARD DECISION OR ORDER THEREAFTER IF THE WRITTEN STATEMENT DESCRIBING THE CIRCUMSTANCES THAT LED TO THE INTENTION OF THE BOARD NOT TO REEMPLOY THE TEACHER PROVIDED TO THE TEACHER PURSUANT TO OHIO REVISED CODE SECTION 3319.11(G)(2) OR OTHERWISE RECITES AS A BASIS FOR NON-RENEWAL (1) A REASON FOR A REDUCTION IN PERSONNEL OR THE NON-RENEWAL OF A LIMITED CONTRACT SET FORTH IN ARTICLE 704 OF THIS AGREEMENT, (2) THAT THE TEACHER'S CURRENT CONTRACT ENTAILS SERVICE BEING PROVIDED UNDER A TEMPORARY CERTIFICATE WITHOUT THE TEACHER'S POSSESSING A REGULAR CERTIFICATE IN ANOTHER TEACHING AREA UNDER WHICH THE TEACHER HAS PREVIOUSLY PROVIDED SERVICE IN THE COLUMBUS CITY SCHOOLS OR (3) THAT THE TEACHER HAS BEEN ADVISED PRIOR TO EMPLOYMENT THAT SUCH NON-RENEWAL MAY OCCUR DUE TO THE SPECIAL NATURE OF THE SPECIFIC ASSIGNMENT FOR WHICH SUCH TEACHER WAS EMPLOYED.

B. EXCEPT AS PROVIDED ABOVE IN SECTION 401.01(E), A TEACHER MAY FILE A GRIEVANCE UNDER ARTICLE 110 OF THIS MASTER AGREEMENT FOR AN ALLEGED VIOLATION OF THIS ARTICLE 401. THIS ARTICLE SUPERSEDES AND REPLACES SUBSECTIONS 3319.11(G)(3-7) OF THE OHIO REVISED CODE.

Chapter 500

New section: 506.05 Pay for Joint Committee Work

BY AUGUST 15, 2015 THE PRESIDENT OF THE ASSOCIATION AND THE SUPERINTENDENT SHALL APPOINT TWO (2) PERSONS TO AN AD HOC COMMITTEE THAT WILL REVIEW THE PURPOSE AND RESPONSIBILITIES OF ALL JOINT CEA-BOARD OR CEA-CENTRAL OFFICE ADMINISTRATION COMMITTEES AND PAY EQUITY FOR COMMITTEE WORK. THE AD HOC COMMITTEE SHALL MAKE RECOMMENDATIONS TO THE PRESIDENT AND SUPERINTENDENT BY MAY 1, 2016. IF APPROVED IN WRITING BY THE PRESIDENT AND THE SUPERINTENDENT, THE CHANGES WILL BE IMPLEMENTED FOR THE 2016–17 SCHOOL YEAR.

507.02 The Joint Professional Development Committee will continue to work cooperatively to determine content for district-wide professional development in-service on the “waiver days”. The joint committee will strive to schedule these days on a Tuesday, Wednesday or Thursday that does not precede or follow a three day weekend, holiday or vacation. The joint committee will strive to provide college credit or CEUs for professional development. (CAPITAL DAY DELETED)

Chapter 600 Unchanged

Chapter 700

ARTICLE 702: LEAVES OF ABSENCE

702.12(B) For purposes of Section 702.12(A), a school year is from AUGUST 1 to the following JULY 31. Teachers employed after January 1 in a given school year shall be credited with one (1) day of personal leave in that school year. Teachers employed after April 1 in a given school year shall not be credited with personal leave in that school year.

Chapter 800

Article 805

VOLUNTARY PAYROLL DEDUCTIONS

A. The Association will indemnify the Board and Treasurer against all liability for all deductions and for all acts of the insurance carrier made in accordance and connection with this program.

B. THIS ARTICLE DOES NOT APPLY TO ANNUITY DEDUCTIONS.

C. Teachers may ENROLL IN VOLUNTARY PAYROLL DEDUCTIONS DURING THE ANNUAL OPEN ENROLLMENT PERIOD. A TEACHER UPON WRITTEN NOTICE CAN CANCEL SUCH DEDUCTIONS AT ANY TIME.

806.02 During the term of this Agreement, a member of the bargaining unit married to, or the domestic partner of another employee of the Board, both of whom are eligible for the benefits provided in Section 806.01 above and who have no dependents, shall be provided two (2) single plans or one (1) single plus one plan at the option of such employees. In addition, such personnel shall be provided family coverage effective on the first day of the month in which they acquire a dependent eligible for coverage, provided they advise the Board of their eligibility for family coverage no later than thirty (30) days after becoming eligible for the change in status.

806.04 The Board shall contribute the amounts derived from the following percentages toward the monthly funding (“premium”) cost for health benefits for onehalf time or more teachers and for full-time hourly professional based on the “benchmark plan.” The “benchmark plan” is the PPO unless and until the plans are changed by the Joint CEA/Board of Education Insurance Committee. If the Joint CEA/Board of Education Insurance Committee offers three or more plans, the “benchmark plan” will be the second to lowest cost plan.

<u>Plan Coverage</u>	<u>Board Contribution of Benchmark Plan Cost</u>
Single	90%
Single plus one (except as below)*	90%
Single with spouse or domestic partner enrolling for primary coverage to begin with the 2009–10 contract year or thereafter	70%
Family (except as below)*	90%
Family with spouse or domestic partner enrolling for primary coverage to begin with the 2009–10 contract year or thereafter	70%

*The three-tiered premium structure (adding “single plus one”) will take effect January 1, 2010.

Teachers who were CEA bargaining unit members in May 2009 shall, so long as they are continuously employed as teachers by the Board, be entitled to enroll a spouse for primary coverage with 90% Board contribution if a “qualifying event” occurs that allows changes in enrollment outside the open enrollment period. It is the parties’ intent to limit health and prescription drug (“insurance”) benefit cost increases to less than eight percent (8%) annually. Beginning in the fall of 2009, if the insurance plan consultant recommends increases in per employee per month (PEPM) funding for the calendar year beginning on the next January 1 of eight percent (8%) or more, the Joint CEA/Board of Education Insurance

Committee shall determine what plan design changes to make, if any, to bring the PEPM funding below eight percent (8%) for the year beginning January 1. The Joint Committee may agree on plan design changes, higher contribution rates or a combination of both. If the Joint CEA/Board of Education Insurance Committee does not make such agreement, the funding increases above eight percent (8%) shall become employee surcharges through payroll deduction in addition to the employee cost for insurance set forth above.

THE PARTIES' AGREEMENTS ABOUT DOMESTIC PARTNERS OR CHILDREN OF DOMESTIC PARTNERS SHALL TERMINATE AND BE OF NO FORCE AND EFFECT ON THE FIRST (1ST) DAY OF THE NEXT HEALTH INSURANCE YEAR THAT IS AT LEAST ONE HUNDRED AND TWENTY (120) DAYS AFTER ANY LEGAL CHANGE THAT MAKES MARRIAGE OF SAME-SEX DOMESTIC PARTNERS IN OHIO LEGAL.

Chapter 900

902.01 Effective **August 24, 2015**, teachers and school nurses possessing a valid school nurse certificate shall be paid in accordance with the following: **(This reflects a 1.8 percent increase)**

902.02 Effective the first day of the 2016–2017 school year, teachers and school nurses possessing a valid school nurse certificate shall be paid in accordance with the following: (This reflects a 2.2 percent increase)

Article 903

Supplemental Hourly Rate

Except as provided elsewhere in this Agreement for specific supplemental services, effective the first teacher work day of the 2015–2016 school year, the rate of pay for Board authorized supplemental services provided by members of the bargaining unit shall be \$31.17 per hour. Effective the first teacher work day of the 2016–2017 school year, such rate shall be \$31.85 per hour.

Article 904

Full-Time Hourly Professional Employees

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

Effective July 1, 2016:

<u>Years of Experience</u>	<u>Hourly Rate</u>
0, 1 or 2	\$34.02
3	34.65
4 or 5	35.28
6	35.93
7 or more	36.58

Effective July 1, 2017:

<u>Years of Experience</u>	<u>Hourly Rate</u>
0, 1 or 2	\$34.77
3	35.41
4 or 5	36.06
6	36.72
7 or more	37.39

Article 908: DELETE (Gainsharing & PAS)

Chapter 1000

Article 1010

Hourly Rate

Tutors shall be paid in accordance with the following rates:

A. Effective the first teacher work day of the 2015–2016 school year:

<u>Years of Experience</u>	<u>Hourly Rate</u>
0, 1 or 2	\$31.17
3, 4 or 5	32.25
6, 7 or 8	33.37
9 or more	34.47

B. Effective the first teacher work day of the 2016-2017 school year:

<u>Years of Experience</u>	<u>Hourly Rate</u>
0, 1 or 2	\$31.85
3, 4 or 5	32.95
6, 7 or 8	34.10
9 or more	35.23

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

Chapter 1100

Article 1105

Wages

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

Effective Date	Hourly Rate
First teacher workday August 24, 2015	\$31.17

First teacher workday August, 2016	\$31.85
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Chapter 1200 Unchanged

Chapter 1300 Unchanged

Chapter 1400

Article 1401

2015–2016 school calendar to be determined.*

Article 1402

2016–2017 school calendar to be determined.*

Article 1403

Payroll deduction schedule to be determined.*

Article 1404

2016–2017 school calendar to be determined.**

Article 1405

2016–2017 school calendar to be determined.**

Article 1406 Payroll Deduction Schedule to be determined.**

*Pending CCS Board of Education approval. **Members will be surveyed prior to the June 16, 2015, Board of Education meeting.

1501.03 School Calendar

The school calendar shall be subject to negotiations and notwithstanding any other provision of this chapter, bargaining the school calendar for the school year immediately following the expiration of a collective bargaining agreement will commence no later than March 16 prior to the expiration of said agreement. If the parties are unable to reach agreement by April 1, on a school calendar for the subsequent school year, the parties mutually agree that the Board may adopt a calendar for the coming school year provided the adopted calendar is in compliance with the following provisions:

A. Pupil attendance days do not exceed 181

B. Teacher duty days do not exceed 185.

C. The first teacher duty day is not prior to **AUGUST 10**, and the last teacher duty day is not after June 10, (the first teacher duty day shall not be prior to September 1, and the last teacher duty day shall not be after June 17 if the first teacher duty day begins after Labor Day).

D. A winter intermission starting before December 24 and ending after January 1

E. Any such school calendar will also include:

1. Labor Day as a paid holiday

2. Thanksgiving and the Friday immediately following as paid holidays

3. Martin Luther King's observed birthday as a paid holiday

4. A spring intermission of six (6) paid school days of which five (5) shall be consecutive days

5. The observed Memorial Day as a paid holiday

6. 195 contract days

7. **BEGINNING WITH THE 2015–16 SCHOOL YEAR, THE SCHOOL CALENDAR SHALL INCLUDE THREE (3) RECORDS DAYS AS PAID WORK DAYS. EACH RECORDS DAY SHALL BE STUDENT NON-ATTENDANCE DAYS AND OCCUR THE WEDNESDAYS AFTER THE END OF THE FIRST AND AFTER THE END OF THE SECOND GRADING PERIODS. RECORDS DAY FOR GRADING PERIOD 4 SHALL OCCUR ON THE LAST TEACHER WORK DAY OF THE SCHOOL YEAR.**

(DELETE CAPITAL DAY)

Chapter 1600

Article 1603

Duration of Agreement

This Agreement supersedes the Agreement which expired on August 19, 2013, and any amendments to such Agreement. This Agreement shall become effective at 12:01 a.m. on **August 24, 2015**, and shall continue in full force and effect until midnight of the day before the first regular teacher contract day of the **2017–18** school year.

May 20, 2015

Ms. Ezetta Murray
Columbus Education Association
929 E. Broad St.
Columbus, Ohio 43205

Re: Effects of Implementation of the Electronic Student Information Management System (5/20/15)

.01 The Superintendent/designee shall consult closely with the President of the CEA/designee about implementation of the electronic student information management system, including but not limited to the creation of a written plan anticipating and suggesting solutions or action steps for problems.

.02 The Board shall provide training to teachers before requiring them to enter additional information or use data in particular ways in connection with the electronic student information system (but this sentence does not compel training or requirements to be implemented districtwide or at the same time).

.03 While teachers shall use their best efforts to enter data accurately, no teacher shall be disciplined except for good and just cause for errors or omissions in complying with the requirements that they enter or use information in the electronic student information system.

Sincerely,

Greg Scott
Negotiator for the Board of Education

May 20, 2015

Ms. Ezetta Murray
Columbus Education Association
929 E. Broad St.
Columbus, Ohio 43205

Re: Performance Advancement System Payouts for the 2014–2015 school year

This letter serves to memorialize our discussion at the bargaining table about bargaining unit members currently participating in the Performance Advancement System (PAS) during the 2014–2015 school year. Individuals who; 1) meet the requirements for successfully completing year two (2) of PAS in the 2014–2015 school year, or; 2) meet the requirements for successfully completing year one (1) of PAS shall receive \$2,500, to be paid during the 2015-2016 school year. Individuals who are in year one (1) of PAS during the 2014–2015 school year shall not be eligible to complete a year two (2) project in the 2015–2016 school year.

Sincerely,

Greg Scott
Negotiator for the Board of Education

